

E11 Customer Terms and Conditions (the “Terms and Conditions”)

DEFINITIONS

1. **“Balance”** means the funds available for use on a card that is net of payments made in to Card account and amount used + the fee & commission applied by the Bank.
2. **“Bank”** means the First Abu Dhabi Bank PJSC (FAB), its successor(s) and/or assignee(s).
3. **“Cardholder”** means a person in whose name a Card Account as defined below is maintained by the Bank.
4. **“Card”** means the prepaid card issued to the Cardholder.
5. **“Card Account”** means the account into which cash deposits maintained by the Bank in relation to any Card purchases, cash withdrawals, and any other charges applied to Cardholder's Card.
6. **“Confidential Information”** means all information relating to the Cardholder 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 the Bank; (b) was known to the Bank (without an obligation of confidentiality to the Cardholder) before its disclosure by the Cardholder; (c) is independently developed by the Bank without recourse to information disclosed to it by the Cardholder; or (d) is rightfully obtained on a non-confidential basis from a person other than the Cardholder, provided that the person is not known by the Bank 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.
7. **“Delegate”** means any agent, adviser, banker, broker, correspondent, dealer, nominee, market professional, contractor, custodian or other third party that the Bank may appoint to provide a Service, or facilitate the provision by the Bank of a Service, to the Cardholder.
8. **“FAB Group”** means the Bank, 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.
9. **“Ministry”** means the Ministry of Finance of the United Arab Emirates.
10. **“PIN”** means a personal identification number selected by the Cardholder.
11. **“Service”** means any product or service offered by the Bank to the Cardholder at any time.

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USE OF THE CARD

1. The Card must be signed by the Cardholder immediately on receipt and only be used by the Cardholder during the validity period printed on the Card, subject to the right of the Bank 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.
2. Expired card Balances can be redeemed from the FAB branches.
3. The Cardholder must provide a valid Emirates ID card when submitting a Card registration request.

FEES & CHARGES

1. Cardholder must always refer to the latest applicable fees that are available on the Bank’s website and at its branches.
2. The amount of any Card payment or cash withdrawal in a currency other than UAE Dirhams will be converted at a rate of exchange determined by the Bank on the date when the Card payment or cash withdrawal is debited from the Card Account.

SAFEGUARDING THE CARD, PIN AND ACTIVATION CODE

1. The Card and related PIN is issued by the Bank at the full risk of the Cardholder. The Bank shall not be held responsible in any way whatsoever for the loss/misuse of the Card and/or PIN.
2. The Bank will not be held responsible in case a lost or stolen Card is used prior to receipt by the Bank of a notice of such loss or theft through the several means provided for doing so.

REFUNDS AND CARDHOLDER CLAIMS

1. Refunds will be made only upon receipt by the Bank of a refund voucher or verification acceptable to it or the Bank. No claim by a Cardholder against a third party may be the subject of a defense or counter claim against the Bank. The Bank shall not be liable in any way if the Card is not honored by a third party.
2. The Bank shall not be responsible for transactions processed by the Cardholder on the Card.
3. Bank will not be responsible for any mismatch signature on cardholders’ refunds and claims.
4. The Cardholder agrees that the Bank shall not be responsible for resolving any disputes related to eDirham card that are received from or on behalf of a Cardholder if the disputed transaction is conducted within the eDirham network. Cardholder shall 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.

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GENERAL

1. The Bank will not maintain copies of signed Card transaction vouchers from other payment networks. In case of a dispute, the Bank may provide a photocopy or microfiche copy of the disputed transaction voucher as documentary proof, provided that a written request for it is received by the Bank within 30 days from the date of the transaction. In no event will such request be entertained if the disputed transaction date is over 60 days.
2. The Card must not be used for any unlawful purpose, including the purchase of services prohibited by local law / jurisdiction.
3. These Terms & Conditions, shall be governed, construed and interpreted in accordance with the laws of the United Arab Emirates. Federal courts in Abu Dhabi shall have the jurisdiction to resolve and settle any dispute, which may arise out of or in connection with these Terms & Conditions.
4. The Bank will collect the Cardholder information to be used for eDirham marketing purposes, in all cases subject to applicable laws and regulations.
5. In the event the Card does not have sufficient funds, it is not possible to combine multiple payment methods – such as cash, cheque or any other payment method.

CONFIDENTIALITY

1. The Bank shall keep all Confidential Information confidential but the Cardholder authorises the Bank to disclose all such Confidential Information:
 - (a) to any member of the FAB Group;
 - (b) to any Delegate to the extent necessary to enable the Bank to provide Services to the Cardholder;
 - (c) to any professional adviser of the Bank who is under a duty of confidentiality to the Bank;
 - (d) to any exchange, depository, clearing house or settlement system, swap data repository or trade repository (whether local or global), where the Bank 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 the Bank’s rights and obligations under these Terms & Conditions or in connection with any business transfer, disposal, merger or acquisition undertaken by the Bank;
 - (f) to any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection to the Bank in connection with the Services provided by the Bank;

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- (g) to the Etihad Credit Bureau, any other authorised credit reference agency or credit bureau or the Emirates Movable Collateral Registry;
 - (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 the Bank or that the Bank reasonably believes has jurisdiction over the Cardholder;
 - (j) to any listed company or other type of entity (or its agent or nominee) in which the Cardholder has an interest in securities which are held by the Bank as the Cardholder’s nominee in circumstances where the Bank is obliged to disclose such Confidential Information as the holder, legal owner of record or custodian of those securities;
 - (k) as may be required in order to preserve or enforce any of the Bank’s rights or remedies against the Cardholder; or
 - (i) as otherwise specified in these Terms & Conditions.
2. The Cardholder authorises the Bank to obtain information, on an ongoing basis, from the Etihad Credit Bureau, the Emirates Movable Collateral Registry, banks and other financial institutions, the Cardholder’s employer or any other body as the Bank deems appropriate, about the Cardholder’s financial and non-financial affairs which includes but is not limited to the details of the Cardholder’s banking facilities, financial position, income and any other information relating to the Cardholder which the Bank deems appropriate without any reference to the Cardholder.
 3. To comply with certain of its legal or regulatory obligations, the Bank may centralise the processing of the Cardholder’s information in one or more locations inside or outside the United Arab Emirates.
 4. The Cardholder agrees to provide any information or documents that the Bank may require and waives any confidentiality rights applicable under data protection, bank secrecy or similar laws in respect of all such information which the Bank may disclose in accordance with these Terms & Conditions.
 5. The Cardholder agrees to the processing and disclosure of the Cardholder’s information in accordance with these Terms & Conditions and to the transfer by the Bank of the Cardholder’s information to another country or countries for processing on behalf of the Bank.
 6. Where the Bank discloses 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.

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PERSONAL DATA PROTECTION

1. The Bank is committed to providing a high level of protection regarding the processing of the Cardholder’s personal data in compliance with applicable data protection laws and regulations.
2. The Bank may collect, use, store, disclose or otherwise process the Cardholder’s personal data.
3. The Bank may process the Cardholder’s personal data for the following purposes:
 - (a) processing applications for Services, including assessing the Cardholder’s suitability and performing necessary checks and risk assessments;
 - (b) providing Services (including Electronic Banking Services), such as effecting payments or transactions and completing instructions or requests;
 - (c) monitoring and improving the Bank’s website and its content;
 - (d) establishing and managing banking relationships and accounts;
 - (e) conducting market research and surveys with the aim of improving the products and services offered by the Bank;
 - (f) sending the Cardholder information about the Bank’s 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).
4. The personal data requested by the Bank is necessary to perform the Services. If it is not provided to the Bank, the Bank may be unable to comply with its legal or regulatory obligations or to provide the Cardholder with the Services.
5. The Cardholder’s personal data processed by the Bank is kept in a form which permits the Cardholder’s 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, the Cardholder’s personal data will be deleted or archived to comply with legal retention obligations or in accordance with applicable statutory limitation periods.

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6. As a data subject, the Cardholder 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 the Cardholder’s personal data. On legitimate grounds, the Cardholder is also entitled to request a restriction of the processing of the Cardholder’s personal data or to object to such processing. The Cardholder also has the right to portability of personal data.
7. The Cardholder is 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.
8. For any requests relating to the processing of the Cardholder’s personal data, the Cardholder should contact: **Head of Data Protection First Abu Dhabi Bank PJSC** Abu Dhabi, United Arab Emirates
Email: **privacy@bankfab.com**.

INDEMNITY AND LIMITATION OF LIABILITY

1. Except in the case of the Bank’s fraud, gross negligence or wilful misconduct, the Cardholder shall indemnify the Bank 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 the Bank suffers as a result of any third party claims brought against it in connection with (i) the Bank providing Services to the Cardholder, or (ii) the Bank acting on the Cardholder’s instructions.
2. The Bank 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 Bank’s 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.
3. The Bank shall only be liable to the Cardholder for direct loss which has been finally judicially determined to have been caused by the Bank’s fraud, gross negligence or wilful misconduct.
4. The Bank is 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 the Bank has received actual or constructive notice.
5. The Bank expressly excludes any liability for loss or damage which may be caused to the Cardholder (i) while the Bank is acting in good faith and in compliance with these Terms & Conditions and any applicable laws, or (ii) due to the Cardholder not complying with these Terms & Conditions.