

For applying for a Sav Card – Card Terms and Conditions between Nymcard and user

These terms and conditions form a direct Agreement between you and NymCard Payments Services LLC and you and shall be referred to as the **“Agreement”** or **“Card Terms and Conditions”**.

NymCard **reserves the right to amend this Agreement at any time**, by adding, deleting, or changing provisions of this Agreement. All amendments will comply with the applicable notice requirements in the United Arab Emirates that are in effect at that time.

Your Sav Card is issued by Mashreq Bank Psc as Bin Issuer via NymCard Payment Services LLC pursuant to license by Visa. Visa is a registered trademark of Visa Inc. Nymcard Payment Services LLC holds a license from the Central Bank of UAE under Retail Payment Services and Card Scheme (RPSCS) (license number 07.01.02.001.2022.02.) dated 01.06.2022 and shall provide You with its affiliates with Card Services as mentioned in the present Terms and Conditions.

By requesting for issuance of and / or using the prepaid card (the **“Card”**) issued by us, You confirm and agree that you understand, accept and shall comply with these Terms and Conditions **“Agreement”**, and you understand and agree that the issuance of the Card to you is subject to your identity being successfully identified by us in accordance with the policy and procedures notified to you at the time of issuance of the Card. Your Card is non-transferable, and it may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law or non-compliance of the Card Terms and Conditions.

Definitions and Interpretation

In these Terms and Conditions, the following terms shall have the following meanings:

“Account”	means the account maintained on the App which is used to hold money and cards connected to it.
“Additional Terms”	means the specific Terms and Conditions which apply to prepaid cards as described herein for such Card.
“AED”	means United Arab Emirates Dirhams, currency of United Arab Emirates.
“ATM”	means Automated Teller Machine.
“Available Funds”	means the available balance in the Card and through the App that is available for utilization or withdrawal, as reduced by any Transaction amounts which have been reserved, blocked, are pending or have otherwise not been processed or released.
“Base Currency”	refers to the default currency and any Transaction performed by you in a currency not available on the Card will be converted into the Base Currency. The Base Currency for your Account and Cards

“Card”	is Emirati Dirhams (AED). means each prepaid card issued to you, whether with or without your name being printed or embossed on the physical Card and which may also be in the form of a virtual Card. We may offer different types of prepaid Cards which may be subject to Additional Terms and Conditions. Any references to ‘Card’ also include any Replacement Card, and/or any Supplementary Technology deployed by us for use with your Card where appropriate.
“Card Fund”	means the aggregate sum of all the funds loaded onto the Card in each Currency supported.
“Card Number”	means the unique sixteen-digit number printed or embossed on the face or reverse of the Card, or as displayed on the app.
“Card Services”	means any services provided by us, our third-party service providers, Issuing Bank, or the Program Manager, in connection with the Card, including call center services.
“Card User”	means the person whose name is on the Card in reference, whether a supplementary or main Card.
“Charges”	means all and any amounts (including but not limited to any Transaction fees, monthly subscription or platform fees, service charges, additional expenses, damages, legal costs and disbursements payable by you arising from usage of the Card under these Terms and Conditions and are subject to change from time to time.
“Conversion Rate”	means the rate of exchange applied to a transaction not in the base currency.
“Country”	The United Arab Emirates (UAE)
“Currency”	means, anyone amount of Emirati Dirhams (AED), and any additional currency that we may make available in connection with the Card from time to time and includes, without limitation all Transactions Fees, service Charges, additional expenses, damages, legal costs and disbursements.
“E-commerce website”	means internet websites where merchant (Retailer) accepts the Card for purchase of goods and services.
“Identification Checks”	means checks carried out in order to obtain, verify and record

information that identifies each person who purchases or loads funds onto a Card. We may ask you for your name, address, date of birth and other information, directly or indirectly that will allow us to reasonably identify you. We will ask to see your ID, and/or other identifying documents where required.

“Issuer, Issuing Bank”

means Mashreq Bank psc (**“Bank and/or Mashreq”**).

“Limit”

means the limit set by us for usage on the Card for cash withdrawal or purchase of goods and services, subject to the Available Funds. We may change the set limit on the Card at any time at our sole discretion. Please refer to Annex 1 for further information.

“Load” “Loaded” “Loading”

means to add money to the Card, and ‘Loaded’ and will be construed accordingly.

“Merchant”

means any establishment, retailer, corporate entity, person or other virtual establishment, supplying goods and/or services, which accepts/honors the Card as a mode of payment.

“Mobile Services”

means optional mobile applets that may be available to download through your Registered Mobile Device. Mobile Services may enable you to use your Registered Mobile Device to perform transactions such as balance enquiries, view available funds and Customer Services communications.

“NymCard”

means NymCard Payment Services LLC a company holding a license from the Central Bank of UAE under the Retail Payment Services and Card Scheme (RPSCS) Regulation (license number 07.01.02.001.2022.02) dated 01.06.2022 and licensed Card Issuer by Visa.

“Personal Data”

means any information and data in any form that relates to a natural person, which either directly or indirectly, in combination with other information available or likely to be available with Us, is capable of identifying such person (e.g., telephone number, name, address, transaction history etc.).

“PIN”

means a unique Personal Identification Number allocated to each Card.

“Primary Account Holder or Cardholder”

means the name used to open an account.

“POS Terminal”

means Point of sale or an electronic terminal available at Merchants whether local or international, capable of processing Transactions.

“Program Manager”

NymCard and its affiliates providing Card Services, support and such other services as determined by Us including delivery, fraud, activation, etc **“Replacement Card”** means a substitute Card which

may be issued to you in the event of the loss or theft of your Card.

“Restricted Use’

means countries and regions in which the use of the card is currently prohibited. Countries and regions with restrictions include Iran, North Korea, Crimea, Sudan. Restricted use may also apply to certain Merchant Category Codes (MCCs). These restrictions may be amended.

“Shortfall”

occurs in certain circumstances when the Available Funds and/or in the case of the Card a particular currency drops below zero (0).

“Supplementary Cardholder”

means the child nominated by the Primary Account Holder to use the “Card” and in whose name we issued a Supplementary Card. The supplementary card is linked to the Primary Card Fund.

“Supplementary Technology”

means any technologies or devices that we may introduce for use together with, or as a replacement for, your Card and which may include without limitation, wristbands and mobile wallets

“Transaction”

means transactions made by using the Card, whether with or without use of the Card Number, PIN or signature, and regardless of whether any slip or other voucher was signed by you and includes any cash withdrawal made available by you or the amount charged (or otherwise debited to the Card) by us or a Merchant for any goods, service or benefit (including but not limited to payments of monthly or yearly bills or subscriptions, redeem or unlocking of coupons or vouchers), whether or not such service was utilized by you, obtained by the use of the Card, the Card Number or the PIN or in any other manner, including mail, telephone, facsimile or internet orders.

“Supported Currency”

means Local Currency of issued service, which in this case is United Arab Emirates Dirhams (AED).

“Unsupported Currency”

means a currency other than a Supported Currency.

“We”, “Us”, “Our”

Program Manager (NymCard; Issuing Bank (Mashreq Bank psc);

“Website”

means the website at the URL or any future URL applicable to your Account and Card.

“Business Day”

means any day of the week, excluding Fridays after 1pm, Saturdays, and Sundays and statutory holidays in the United Arab Emirates.

“You”, “your”

means the owner of the Account and the person legally responsible for all Cards issued.

1. The Card

- 1.1. To apply for an Account and Card as a Primary Account Holder, you must be at least eighteen (18) years old and a United Arab Emirates (UAE) resident. We may ask to see evidence of who you are and your address. We may ask for documentary evidence to prove this and/or we may carry out checks on you electronically. We may also ask for documentary evidence for any Supplementary Card's User.
- 1.2. When we perform electronic checks, Personal Information provided by you may be disclosed to a registered third-party agency who may keep a record of that information. By purchasing or requesting a Card, you agree to your Personal Information as well as any other Supplementary Cardholder's information being passed to such agencies for this purpose.
- 1.3. The Card can be loaded in any available Currency as permitted.
- 1.4. The Card allows You or the Card User to access the Available Funds which You or the Card User have loaded on to the Card and Account and can be used to buy goods and services in-person and online, and to withdraw cash at cash machines, including other supported functions.
- 1.5. The ability to spend the Available funds is determined by the limits set out as part of our program, as well as any limits You may have defined on the app. For more details on our program card limits please refer to Annex 1.
- 1.6. This Account is not a checking, savings, or other bank account and is not connected in any way to any other account you may have with the Issuing Bank.
- 1.7. Your Card is a prepaid card, and is not a debit card or credit card.
- 1.8. There will be no interest earned on any Available Funds on the Card or in the Account.
- 1.9. Your Card will be issued to you on the basis that the required information that you have provided is accurate and valid. You agree to update us of any changes to your personal information when such change occurs, or as we may request of you to confirm or update from time to time.
- 1.10. The approval of the Card and Account is subject to successful verification of your identity by the Issuing Bank.
- 1.11. Activation of your account will be affected once you load the Account.
- 1.12. Various limits may apply to the Card in respect of individual Transactions, as well as daily and weekly transacted amounts based on the limits you place on the Cards as well as the Card Program Limits (Annex 1).
- 1.13. The use of the Card for making any Transaction shall constitute an agreement by You to pay any and all fees, commission, and charges on such Transaction as prescribed from time to time. You confirm that you have read and agreed to the schedule of fees, commission and charges for usage of the Card for any Transaction as per Annex 1. The Card is provided to you subject to our schedule of fees, charges and limits as amended and notified to you.
- 1.14. As the applicant, you are responsible for all Cards issued to you under the Agreement and for any fees or charges that these Cards may incur.
- 1.15. We may at our sole discretion issue / restrict /withdraw any number of Cards that relate to you.

2. Using the Card

- 2.1. If the Card User wants to make a Transaction using their Card or Card details, they will need to authorize it by using their Card, a PIN number, your signature or other security code, password, biometric data or other personal identifier, or a combination of these. Where contactless payments are available, they can also authorize a Transaction by touching the payment terminal with their

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- card or device. We can't cancel or stop a Transaction once they have authorized it.
- 2.2. The Card may only be used in accordance with the Agreement and we have the right to restrict the services/facilities provided pursuant to the issue/usage of the Card at our sole discretion and terms.
 - 2.3. Subject to sufficient Available Funds and any restrictions in the Agreement, the Card can be used worldwide at ATMs, POS Terminals or E-commerce website or any card operated machine or device, whether belonging to us or other participating banks or financial institutions where logos appearing on the Card are displayed/ accepted and any other services so authorized on the Card by us. The Card may also be used at any Merchant location that accepts the Transaction for processing or displays the logo appearing on the Card. The Card may be used for retail purchases, cash withdrawals, purchase of goods and services via the internet, telephone, facsimile and mail order or for any other services approved by us, for Transaction values not exceeding the Limit (subject always to sufficient Available Funds) from time to time.
 - 2.4. The Available Funds will be reduced by the full amount of each Transaction plus any applicable Charges.
 - 2.5. Due to restrictions, the Card 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 or those whose MCC's have been blocked by us.
 - 2.6. Merchants that accept the Card are required to seek authorization from us or through any appointed payment processor for all Transactions that are made and we cannot stop a Transaction once authorized. Some Merchants may not be able to authorize the Card Transaction if they cannot obtain an online authorization from us.
 - 2.7. Some Merchants, may place a hold on an amount greater than the value of Transaction that the Card User wishes to make, which requires a pre-authorization for such an amount. This requires the Card User to have Available Funds greater than the value of the expected Transaction. This extra amount will be reserved to cover things like tips/gratuities, temporarily reducing the balance available on the Card. However, the Card will only be charged for the actual and final amount of the Transaction you make. Excess amounts held beyond the final Transaction amount will be released within 21 days.
 - 2.8. The Card is only meant for the Card Holder's use and expires on the date on the front of the Card and may be extended for a limited period subject to the Agreement. Upon expiry, you may be able to transfer the remaining funds to a new Card in accordance with our prevailing policy.
 - 2.9. You agree that the Card will not be used in any manner that could damage, disable, overburden or impair the Card. You also agree that the Card will not be used for money transfers, accessing or purchasing goods from adult or gambling locations or internet sites, or for any other unlawful activity or other restricted merchants as applicable.
 - 2.10. You must comply with all applicable laws and regulations (including any foreign exchange controls) with respect to the Card in the issuing country and the country of use. We reserve the right to suspend the Card, terminate this Agreement and exercise any other remedies available to Us due to your failure to comply with any part of this provision. You agree that we have no obligation to monitor, review or evaluate the legality of your Transactions and that such actions shall be your sole responsibility. We are not liable for any prohibited use or misuse of the Card whatsoever. The Card can only be used if it has sufficient Available Funds, and the Card User is solely responsible for ensuring that there are sufficient Available Funds for an intended Transaction. If, for any reason whatsoever, an intended Transaction causes the Card to be debited in excess of the Available Funds (whether by use of the Card or towards any fees or charges), You are responsible for any shortfall on the Card.
 - 2.11. We are entitled to set off any sum of money on the Card due from you to us against any positive

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balance in the Account held by You with Us.

- 2.12. If you are entitled to a refund for goods or services purchased using the Card, or another credit for any other reason, such refund or credit will be made to the Card, in the applicable currency thereby increasing the Available Funds.
- 2.13. Our record of any Transaction shall be final and binding. You will not be provided with a printed statement, and can check your Available Funds via the dedicated Mobile app. You may also be able to make a balance enquiry at some ATMs, although availability is dependent on the country and the ATM used and there may be a fee payable (to the ATM operator) for balance enquiries. It is your responsibility to keep track of the Available Funds. You acknowledge that the amount stated on the ATM screen or a printed slip or receipt advice shall not for any purpose whatsoever be taken as a conclusive or up to date statement of the Card.
- 2.14. You acknowledge that the available balance in the Card may be different from the balance amount as displayed through any channel, due to pending Transactions or other blocked amounts (being amounts transacted but not processed) relevant to the Card.

3. Loading and Re-loading

- 3.1. The Account can be loaded through a wire transfer either through the App or directly from Your bank account, or any channel as and when made available by Us.
- 3.2. Your Available Funds are safeguarded in a bank account with Mashreq Bank psc and will only be used for settling any spend on your Card and any applicable fees and charges as detailed in Annex 1 as may be amended from time to time.
- 3.3. Until the expiry of the Card or termination of the Agreement, you can load additional funds to the Available Funds through the supported channels (who will advise you of the acceptable methods of payment) or through other methods made available by us from time to time, subject to certain limits and fees.
- 3.4. Unless stated otherwise, the Loaded amounts will be credited to the Available Funds when the Issuer receives such amounts directly or indirectly through the permitted channels.
- 3.5. If the Load amount exceeds the maximum balance permitted by us from time to time, then at Our discretion such excess amounts shall not be loaded and shall be returned to its point of origin.
- 3.6. We are authorized to withhold any Load and will not release the funds in relation to such Load if we have reasonable grounds to believe that such funds are from suspicious, illegal or illegitimate sources. We will contact You for further information and such other necessary proof (to our satisfaction) on the source of such Loads. If we are not satisfied with such information or proof, we are authorized to surrender such amounts without any further notice to you, to the relevant law enforcement authorities for further investigation and/or legal action.

- 3.7. You give us irrevocable authorization to recover any funds erroneously loaded to your Card. If an authorized reload to your Card has an error or if you require additional information, you must contact Us immediately.

4. Keeping your Card and PIN secure

- 4.1. You may be required to sign the back of the Card as soon as you receive it if it has a signature strip on the back.
- 4.2. You and the Card User must do all that you reasonably can to keep the Card safe and the PIN and other security details secret and safe at all times and not disclose them to any third party.
- 4.3. You must never; (i) allow anyone else to use the Card, PIN or other security details; (ii) write down the PIN or any other security information together with the Card; or (iii) give the PIN to anyone, authorized or unauthorized.
- 4.4. We will never ask you to reveal Your PIN.
- 4.5. The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please contact us at the number on the back of the Card for assistance. If the PIN is disabled, or if a Merchant does not accept Chip and PIN, you will be required to sign for any Transactions at Merchants, provided that this is supported by and acceptable to the Merchant.
- 4.6. You must promptly notify Us of any loss or theft of the Card or PIN. We will suspend the Card to prevent further use. If a lost Card is subsequently found, it must not be used unless we confirm it may be used. We will not be liable for any misuse of the Card or unauthorized withdrawal arising out of the loss, theft or misuse of the Card or the PIN. You can avail for a Replacement Card in the event of loss or theft of your Card subject to you providing the necessary documents and information. Issuance of a Replacement Card is subject to a Fee (please refer to Annex 1).
- 4.7. You will be required to confirm details of any loss, theft or misuse to Us in writing or through the call center and you must assist Us, the police and any other official investigation authority in any enquiries.
- 4.8. We may refuse to approve a Transaction and/or suspend the Card, with or without notice, if We think the Card has been or is likely to be misused or if you have breached the Agreement, including if we suspect any illegal use of the Card. If We do suspend the Card, we will inform you of Our decision, unless such disclosure is prohibited by law or would otherwise compromise fraud prevention or security measures.
- 4.9. We may suspend the Card, at anytime, with or without notice, if we think the Card has been or is likely to be misused, or if You breach any important term or you repeatedly breach any term and fail to remedy it, or if we suspect any illegal use of the Card. We may also suspend the Card upon request of the card scheme or any authorized regulator. If We do suspend the Card, We will inform you of our decision, unless such disclosure is prohibited by law or would otherwise compromise fraud prevention or security measures.

5. Unauthorized Transactions

- 5.1. You must notify Us of any unauthorized Transactions through our Card Services number without undue delay and in any event no later than six months (6) months of the Transaction debit date. We will request that You provide additional written information concerning any such Transaction and You must comply with such request.
- 5.2. You will be liable for all losses in respect of the Card if you have (i) acted fraudulently; (ii) failed to use the Card in accordance with the Agreement; (iii) have failed to notify Us without undue delay on becoming aware of the loss, theft or misuse of the Card; or (iv) have failed to take all reasonable

steps to keep the Card's security features safe.

- 5.3. Where You are not liable for an unauthorized Transaction, we will refund the value of that Transaction and will have no further liability to you for any other losses You may suffer. If Our investigations conclude that the Transaction you have disputed has been authorized by You, or on Your behalf, or You have acted fraudulently, We will not refund the value of the Transaction.
- 5.4. You should check your Transaction history regularly. If you notice an error or a card Transaction that You do not recognise, you must tell us as soon as possible and no later than (2) months from the date of the Transaction debit date.

We may also ask for additional information to help us investigate. We will not refund any unauthorised Transaction if we think that:

- You have acted fraudulently,
- You have intentionally or with gross negligence failed to use the card in accordance with these Terms and Conditions,
- You have intentionally or with gross negligence failed to take reasonable steps to keep the personalised security details safe, or
- You have failed to notify us without undue delay.

Even if we have refunded you for any unauthorised Transaction, we may later deduct the amount refunded from your card if we conclude after further investigation that you authorised the Transaction or you were not entitled to a refund or you acted fraudulently.

5.5 Merchant Disputes

If you have a dispute concerning the quality of goods or services bought with the card, we won't be able to refund you unless the Merchant (retailer) agrees to it. If you have agreed that a retailer can take payment from your card, we'll only be able to initiate your claim if all the following conditions apply:

- the amount charged exceeds the amount you reasonably expected and agreed to pay
- You did not receive the purchased item(s)

You must also give Us any additional information that We ask for that is reasonable, for Us to investigate whether You are entitled to a refund.

6. Transactions, Fees and Limits

- 6.1. Fees and limits apply to the Card, as indicated in the Account Fee Schedule. The Fees we charge are subject to change from time to time, in accordance with this Agreement. You will be notified of any change in the applicable Fees through the app nominated in the User Guide.
- 6.2. You agree to pay and authorize us to debit the Available Funds for the fees set out in the Account Fee Schedule. These Fees may be debited from the Available Funds as soon as they are incurred.
- 6.3. From time to time, we may limit the amount you can load on the Card, or the amount you can withdraw from ATMs or spend at Merchants over certain time periods. Some ATM operators also impose their own limits on the amount that can be withdrawn or spent over a specific time period.
- 6.4. 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 by including it in the Transaction amount and is not retained by us.
- 6.5. Dynamic Currency Conversion (DCC) is a process whereby the amount of a transaction is converted

by a merchant or ATM to the currency other than the country's local currency. In this case, the merchant or ATM operator is applying a foreign exchange margin to the applicable conversion rate that would apply to convert the Transaction currency into another currency. This may result in an increased cost to your Transaction.

For instance, you withdraw cash from an ATM that dispenses a currency other than that of the country where the ATM is located, the merchant or ATM operator may convert the cash being withdrawn into the domestic (local) currency before converting it back to the cash being dispensed. It might occur even though the cash being dispensed is the same as that of one of your available Currency Wallets. Thus, amount debited or reflecting in your account statement may be higher than the amount which is dispensed by the ATM. Not every ATM operator informs of the exact amount to be debited to your Account before you withdraw cash from their ATM.

- 6.6 Fees and limit schedule available in Annex 1.
- 6.7 The foreign currency equivalent for the above-listed amounts will be determined based on the Conversion Rate or the VISA or MasterCard Conversion Rate, as applicable.
- 6.8 For this section, a "day" is defined as a 24-hour period commencing at 12am (UAE Time).

7. Cost associated with Reload

Refer to fees and costs schedule in Annex 1.

8. Foreign Currency Transactions

- 8.1. A foreign exchange rate will apply in the following instances: (i) initial load or reload(s) using the card for a Transaction in a currency which is different to the Base Currency or any Wallet currency available on the Card; (ii) POS Terminal Transactions where the Transaction is in a currency other than that available on the Card; (iii) ATM withdrawals where the withdrawal currency is not available on the Card; (iv) in the case where you allocate funds from one Wallet to another or where we allocate funds from one Wallet to a different Wallet in accordance with the Agreement.
- 8.2. If a foreign exchange conversion takes place, the conversion will be undertaken at the prevailing exchange rate determined when loading or reloading your Card.
- 8.3. Foreign exchange rates are subject to variation and the rate that applies one day will not necessarily be the same on any other day.
- 8.4. Additional margins may apply in respect of foreign exchange conversions.

9. Supplementary Technologies

- 9.1. We may make Supplementary Technologies available to you for use in conjunction with or as a replacement for your physical Card, which may include wristbands and mobile wallets.
- 9.2. All Transactions using Supplementary Technologies will be subject to the Agreement.

10. Closing your Account

- 10.1 To close your Account, you can do so through the App.
- 10.2 At your option, you can spend your Available Balance by withdrawing funds at an ATM, spend the funds by transacting at a merchant through one of your prepaid cards or, if applicable, you can request your Available Balance be returned via bank transfer, with any applicable Fees charged by the bank, which will be deducted from the final amount. The transfer will be sent within 7 days.
- 10.3 All returns may be net of Fees as per Annex 1, and uncollected Transactions.

10.4 We will pay you your Available Balance on the closing date. Upon closure of your Account, you may be asked to destroy or return the Card to us. In any event, the Card linked to your Account will be automatically cancelled.

11. Redemption: Redeeming Unspent Funds

- 11.1. You may redeem the balance of any unspent funds into your Bank account. Payment will only be made to a UAE bank account in your name. Redeeming the balance of unspent funds will be in AED.
- 11.2 A cash out fee may be charged for redeeming unspent funds on the Card at the Purchase Location or through Card Services if: (i) you redeem unspent funds on the Card before the Termination Date; or (ii) you redeem unspent funds on the Card and end this Agreement or (iii) you redeem unspent funds on the Card after a period of twelve (12) months from the Termination Date.

12. Termination of the Agreement

- 12.1. The Agreement shall terminate on the expiry of the Card issued to you under the Agreement but the termination of the Agreement will not affect any of our rights and outstanding payments.
- 12.2. We may end this Agreement prior to the Termination Date by giving you at least two (2) months' prior written notice by letter or email to the address you have provided us.
- 12.3. You may end this Agreement prior to the Termination Date at any time by writing to or emailing us.
- 12.4. Upon ending this Agreement in accordance with the terms and conditions, you will no longer be able to use the Card. The ending of this Agreement will not affect your right (if any) to redeem unspent funds in accordance with the terms and conditions.
- 12.5. Upon ending the Agreement in accordance with this clause 12, you will no longer be able to use the Card. Where applicable, the ending of the Agreement will not affect your right (if any) to redeem unspent funds in accordance with clause 12 stated in this Agreement.
- 12.6. This Agreement will not be considered terminated should you cancel your subscription, if there is a period of time remaining as part of said subscription. This Agreement will terminate when said subscription expires without renewal, or when the total time of the subscription ends.

13. Changing the Terms and Conditions

- 13.1. You are deemed to have read, understood and agreed to be bound by the present Agreement. At any time, we may change, add, amend, supersede or supplement any or all of the provisions of this Agreement. Such amendments will be available on the App and will be effective from the date of implementation of such change. Such changes are deemed to be binding on you whether or not you have received specific notice in person of such amendments.
- 13.2. We may amend the Agreement from time to time, in order to comply with applicable laws and regulations or as needed for our business.
- 13.3. We will notify you of changes at least two (2) months before the change is implemented on the App, with exception that changes that need to be implemented immediately by law.

14. Personal Data

- 14.1 We protect, control, process and retain Our Customer's Personal Data for the purposes of providing payment services to you or otherwise to fulfil this Agreement. in accordance with the local applicable data protection laws and regulations including but not limited to the Protection of Personal Data issued by the Central Bank of UAE dated 25/11/2020 (Circular No. 8 – 2020), the UAE Federal Decree Law No. 45/2021 on (the "PDPL") the ADGM Data Protection Regulations 2021.

14.2 We take all the necessary measures to protect your Personal Data against unauthorised or unlawful processing, accidental disclosure, loss, destruction, or damage. This includes legal, organizational, technical, and physical security measures.

14.3 Your Personal Data will be processed if:

- a) You have given consent to the processing of your Personal Data for one or more specific purposes;
- b) processing is necessary for the performance of a contract to which you are a party or in order to take steps at your request prior to entering into a contract;
- c) processing is necessary for compliance with a legal obligation to which we are subject to;
- d) processing is necessary for the purposes of the legitimate interests pursued by Us.

If You gave your consent to the processing of Your Personal Data, You have the right to withdraw it at any time by sending us an email with a request at dataprotection@NymCard.com or through the Online Services available.

14.4 Why do we collect your Data?

- a) Identity establishment and verification, anti-money laundering and terrorist financing measures, provision of Card Services, execution of contractual and other legal obligations
- b) Information We may collect: your name, surname, nationality, personal number, date of birth, number of your ID document, a copy of your ID document, address, a photo, email address, phone number, payment account number, IP address, occupation and other information necessary to comply with anti-money laundering and terrorist financing requirements and to provide You with Card Services.
- c) We collect this data directly from You and/or from third parties including but not limited to identity verification service providers and financial sanctions databases.
- d) We will store your data for 5 years as of the completion of a transaction or a business relationship.
- e) We can provide this data to supervising institutions, credit, financial, payment and (or) electronic money institutions, courts, law enforcement institutions, tax authorities, payment receivers, lawyers, auditors, other subjects with a legal access to this information and subjects with whom We have a contract but only if You give Your consent.
- f) Storage and processing of Your Personal Data are governed by the laws of the UAE and these User Terms and Conditions. If You refuse to provide this data and or/information or withdraw Your consent, We retain the right not to enter into or terminate this Agreement with you and to refuse to provide You with Our Card Services.

14.5 We may contact You by telephone, letter, SMS or email at the contact details You provide Us. You must let us know immediately if You change Your name, address, phone number or email address.

14.6 You confirm that you have provided complete and correct information and data about yourself and that afterwards, when changing or adding any data, You will enter only correct data. We will not tolerate invalid, false, incomplete or incorrect data and will pursue actions in accordance with its legal obligations. You shall bear any losses that occur with regard to the submission of invalid, false, incomplete or incorrect data.

14.7 By requesting the issuance of or using the Account and Card Services, You authorize Us to disclose and furnish to our authorized representatives, subsidiaries, associates, branches, assignees, agents or other connected parties (including the Program Manager and/or our third-party advisors) such information as we deem fit concerning You, including but not limited to, the Card Services governed by this Agreement.

14.8 Your Personal Data may be processed outside of the country where the Card is issued, but We are required to have adequate safeguards in place to protect Your Personal Data provided that such processing is approved by the UAE Data Protection Applicable Laws and Regulations.

15. Liability

- 15.1. The Card is issued entirely at Your risk. We shall bear no liability whatsoever for any loss or damage arising from the issuance of the Card, however caused. Use of the Card for any Transaction shall be at your sole risk. By requesting the issuance of or using the Card you confirm assuming any and all financial risks incidental to or arising out of the Card's usage with no further liability to Us.
- 15.2. You agree to fully indemnify us and hold us harmless against any and all actions, proceedings, costs, losses or damages (including legal costs) we may suffer in connection with the usage of the Card any misuse of the Card, PIN and/or other facilities provided to you in relation to the Card. This includes any liability arising from your failure to maintain safe custody of the Card at any time before the Card is cancelled.
- 15.3. You hereby agree to fully indemnify and hold us, our officers, employees or agents harmless against any liability, loss, charge, demand, proceedings, cost (including legal fees), or expense, which We may suffer, pay or incur as a result of Us, Our officers, employees or agents acting upon or delaying or refraining from acting upon instructions of you or purporting to be from You or which We believe have been issued by or for You or in any way in connection with the Card or the Agreement, or in enforcing these Terms and Conditions and in recovering any amounts due to Us or incurred by Us in any legal proceedings of any nature.
- 15.4. We will not be liable to you for: delays or mistakes resulting from any circumstances beyond Our control, including, without limitation: (i) acts of governmental authorities, national emergencies, insurrection, war, or riots; (ii) the failure of Merchants to accept or honor the Card; (iii) the failure of Merchants to perform or provide services or goods; (iv) communication system failures; (v) interception of communications; or (vi) mechanical defects, failures or malfunctions attributable to Your equipment, any internet service, or any payment system.
- 15.5. We are not responsible for ensuring that ATMs and POS Terminals will accept the Card, or for the way in which a Merchant processes a Transaction. We will not be liable to You for any non-acceptance of the Card, for disputes concerning the quality of goods or services purchased on the Card or any additional fees charged by the operators of these terminals (for example, when You withdraw currency from an ATM, the ATM operator may charge You an additional fee for the service).
- 15.6. Information sent over the internet may not be completely secure and the internet and the online systems are not controlled or owned by us. Therefore, we cannot guarantee that they will function at all times, and we accept no liability for unavailability or interruption, or for the interception or loss of any information or other data.
- 15.7. We will not be liable under any of the following circumstances:
 - (a) If, through no fault of Ours, there are insufficient funds available on the Card to complete a Transaction;
 - (b) If the Card is not honored, is declined, is damaged or is confiscated at any ATM or POS Terminal for any reason;
 - (c) If the Card is not honored, or is declined at any Internet Merchant location for any reason;
 - (d) If an ATM where You are making a cash withdrawal does not have enough cash;
 - (e) If an electronic terminal where you are making a Transaction does not operate properly;
 - (f) If a Load has been declined due to our discretion;
 - (g) If access to the Card has been blocked after You have reported the Card lost or stolen;

- (h) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (i) If We (in our sole discretion) have reason to believe the requested Transaction is unauthorized;
- (j) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the Transaction, despite reasonable precautions that we have taken;
- (k) Any consequential damages, extraordinary damages, special or punitive damages; and
- (l) Any other exception stated in this Agreement.

15.8. In the event that We are held liable to You, You will only be entitled to recover Your actual damages. In no event shall You be entitled to recover any indirect, costs (including legal costs) consequential, exemplary or special damages (whether in contract, tort or otherwise), even if You have advised us of the possibility of such damages. This provision shall not be effective to the extent otherwise required by law. To the extent permitted by law, You agree that Your recovery for any alleged negligence or misconduct by Us or service agents shall be limited to the available balance on the Card.

16. Disclaimers

16.1. We shall be absolved of any liability in case:

- (a) You fail to avail the usage of the Card due to force majeure conditions including but not limited to natural calamities; legal restraints or any technical lapses in the telecommunication network or any other reasons beyond our actual control. Also We are herein absolved of any kind of liability arising due to a loss; direct or indirect incurred by you or any other person due to any lapse in the facility owing to the above-mentioned reasons;
- (b) not being in the required geographical range;
- (c) there is any unauthorized use of the PIN, or for any fraudulent, duplicate or erroneous Transaction instructions given by use of the PIN (unless confirmed by us to you that the Card is blocked or cancelled);
- (d) there is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality;
- (e) there is any lapse or failure on the part of the service providers or any third party affecting the usage of the Card (and for this purpose, we make no warranty as to the quality of the service provided by any such provider);
- (f) any loss or damage whether direct, indirect or consequential, including but not limited to loss of business, contracts, or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by you or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error by us in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from your telecommunication equipment and the network of any service provider and our system or any breakdown, interruption, suspension or failure of your telecommunication equipment, our system or the network of any service provider and/or any third party who provides such services as is necessary to provide.

16.2. We shall not be involved in or in any way liable to you for any dispute between you and a cellular services provider or any third party service provider (whether appointed by us in that behalf or otherwise).

- 16.3. We shall not be held liable for any loss incurred by you due to use of the Card by any other person with your express or implied permission. We shall not be held responsible for the confidentiality, secrecy and security of the personal or account information being transmitted for effecting your instructions.
- 16.4. We shall not be held liable for any loss suffered by you due to disclosure of the personal information to a third party by us, for reasons inclusive but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating.
- 16.5. We will endeavor to make sure the Card continues to function, but its operation may be subject to interruptions and/or require periodic modifications and improvements; and to help reduce the risks, we may from time to time set revised limitations on the Transaction size, Loading amounts and other features of the Card.

17. Communication and Notices

- 17.1. If You have any queries regarding the Card, please refer to the App, otherwise call printed on the back of Your card.
- 17.2. We undertake to communicate with you in English or Arabic regarding any aspect of the Card.
- 17.3. You agree that We may communicate with you by email or SMS or through the App for issuing any notices or information about the Card and therefore it is important that you ensure that you keep Your email address or mobile phone number updated and regularly check the App.
- 17.4. We may record and shall keep a record of your application form, identification documents, and request forms as well as any electronic, written or verbal communications for as long as We consider appropriate. This information will be kept secure as per data protection law requirements in the UAE.
- 17.5. You agree that all the telephone calls between you and us may be tape recorded by Us and that such recording may be submitted in evidence in any proceedings.
- 17.6. Save as otherwise provided in this Agreement, any demand or communication made by us under the Agreement will be in writing in English and/or Arabic and made at the address given by you (or such other address as you may notify us from time to time).
- 17.7. Any notice sent by either party under this Agreement by email shall be deemed given on the day the email is sent, unless the sending party received an electronic indication that the email was not delivered; and if by post, shall be deemed given ten (10) Business Days after the date of posting.

18. General Provisions

- 18.1. In addition to any general right to set-off or other rights conferred by the law to us, you agree that we may in our absolute discretion at any time and without notice combine and consolidate all or any amounts in any Card or any Wallet of yours regardless of currency to set-off or transfer any amount in such Card in or towards discharge of all amounts due to us under any Card or Wallet with us whether in local currency or any other currency and may do so notwithstanding that the balances on such Cards or Wallets and the sums due may not be expressed in the same currency and you hereby authorize us to offset any such combination, consolidation, set-off or transfer with the necessary conversion at our prevailing exchange rates which shall be determined by us at our absolute discretion.
- 18.2. No forbearance, neglect or waiver by us in the exercise or enforcement of any right or remedy arising from this Agreement will prejudice our right thereafter to strictly enforce the same.
- 18.3. No waiver by us will be effective unless it is in writing.

- 18.4. If any provision in this Agreement is found to be unenforceable, invalid or illegal, such provision will be deemed to be deleted and the remainder of these Terms and Conditions will be unaffected by such unenforceability, invalidity or illegality.
- 18.5. We shall not be liable for our inability to pay due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond our control. In such event no other office, branch, subsidiary or affiliate of ours shall be responsible or liable to you.
- 18.6. We are entitled to record all communication and conversations (including telephone conversations) with you and/or any authorized representative of yours and messages and/or instructions sent to us whether by telephone, in person, voice, use of a touch-tone key pad, electronically or otherwise and Transactions conducted by or through any such medium. Our record of all such communications, conversations, instructions, messages and Transactions will be conclusive and binding on you for all purposes.
- 18.7. We may assign any of our rights and obligations under the Agreement, without your prior consent, to any third party, subject to such party continuing the obligations in the Agreement to you. You are not permitted to assign your rights and obligations under the Agreement to any third party.

19. Law, Jurisdiction

- 19.1. The Agreement and any disputes, which arise under it, shall be governed by the laws of the issuing country and applicable federal laws of the United Arab Emirates (UAE) and is submitted irrevocably to the non-exclusive jurisdiction of the courts of the United Arab Emirates.

ANNEX 1: Fees and Limits

There are some limits placed on your card. Some operators or retailers may set their own limits, which may be less than the amounts below.

Limits	Amount
Minimum amount you can load or top up	20 AED for the first top-up; 50 AED for all others
Maximum amount you can withdraw from a cash machine in 24 hours	10,000 AED
Maximum amount you can withdraw from a cash machine in 1 month	25,000 AED
Maximum amount you can spend in a day	20,000 AED
Maximum number of transactions in a day	10

Categories	Fees	Amount	Additional Information
Getting started/ adding money	Load/Top-up service fee (in-app bank transfer)	1 dirham	Fee charged when you top up regardless of payment method. Like a commission fee. This will be processed as a fund transfer and so your bank may charge an additional fee.
	Load/Top-up fee (cards)	N/A	
	Card fee	26.25	Fee charged for getting a backup card, where available
	Transfer Fee	Free	No fee for moving money between wallets. Foreign exchange rate applies, varies each day
Spend money/get cash	Fee for paying with the card - international	2.3% of transaction value	No fee for paying with your card outside the UAE, whether at retailers or online. Some retailers may charge their own fee, and

			Foreign exchange rate applies
	Fee for paying with the card - UAE	Free	No fee for paying with your card in the UAE, whether at retailers or online. Some retailers may charge their own fee
	Fee for cash machine withdrawals - international	2 free withdrawals for standard users; 5 free withdrawals for pro users; after that, it is AED 2.1 per withdrawal	No fee for withdrawing cash at a cash machine outside the UAE. Some operators/banks may charge their own fee
	Fee for cash machine withdrawals - UAE	Domestic ATM fees (2.1 AED inclusive of VAT)	Based on Central Bank fees
Other	Inactivity fee	Free	Fee charged after a 12-month period of you not using your card (either by topping up your card, paying for Transactions or withdrawing money), including after your card has expired. No fee if you have a zero balance
	Replacement Card	AED 26.25	Service to send you a new plastic card whilst you are away if you lose your card, or it is stolen or damaged, where this service is available
	Foreign Exchange Fee	2.3%	Based on foreign POS – Fee for using your card for a Transaction in a currency not in local AED.