

# Terms and Conditions for Digital Wallet Payments

These Terms govern your use of eligible Commercial Bank Debit or Credit or Prepaid Cards for Digital Wallet Payments.

By continuing through this registration process, you agree that Commercial Bank will receive your consent electronically and you agree and acknowledge that you have read and agreed to be bound by these Terms and that your consent will be considered legally binding on you as if you provided a manual signature. You further agree that all the contents of these Terms including any amendments hereto which Commercial Bank may make from time to time will be legally binding upon you.

If you do not agree to provide your consent or otherwise do not wish to make Digital Wallet Payments, please do not proceed.

Within these Terms, “you”, “your” or “Customer” refer to the cardholder whose name is printed on the Commercial Bank Card and “Commercial Bank”, “CBQ” or “CB” refer to The Commercial Bank (P.S.Q.C.).

These terms govern the use of Cards when used in conjunction with a Digital Wallet App by registering and/or using the Card within the Digital Wallet App either through the Mastercard Digital Enablement Service (MDES) or Visa’s Digital Enablement Program (VDEP) or HIMYAN Token Platform.

By agreeing to these Terms, you represent that you are an authorized cardholder in whose name CB issued the Primary or Supplementary Card.

These terms shall be read in conjunction with the terms and conditions for retail accounts. In case of inconsistency between these terms, the terms and conditions for retail accounts, these terms shall prevail.

## 1. Definitions

Unless the context otherwise requires, the following capitalized terms and expressions shall have the following meanings in these terms:

“**Card**” means the new, renewed or replaced Credit, Debit or Prepaid card issued by CB and includes Primary and Supplementary Cards as well as derivative products and technologies. All references to “Card” shall be deemed to include a physical card and/or a digitized card as the

context so requires or allows.

“**Card Information**” means the primary account number (PAN) and the Card’s related expiry date, CVV2 and other relevant information.

“**Customer**” means the person authorized by CB to use the Card on a Digital Wallet App and in whose name, CB issued the Primary or Supplementary Card.

“**Contactless Transaction**” means the transaction effected through a Digitized Card in a Digital Wallet App with an NFC-enabled Device.

“**Device**” means an eligible smartphone, tablet or any other relevant electronic device which CB determines is eligible for the registration of a Card to be used in transactions.

“**Device Number**” means the mobile phone number registered with Commercial Bank.

“**Digital Wallet App**” means the digital wallet application (e.g., Apple Pay, Fitbit Pay, Garmin Pay, Samsung Pay, Google Pay, CB Pay) available in application stores on the Customer’s Device such as Google Play and Apple Store, and in which one or more cards of the customer are registered, by means of which the customer is able to securely conduct digital transactions.

“**Digitized Card**” means the digitized virtual image of the physical card after Tokenization, and which is stored in the Digital Wallet App.

“**Mastercard Digital Enablement Service (MDES)**” or “**Visa’s Digital Enablement Program (VDEP)**” or “**HIMYAN Token Platform**” or “**Tokenization**” means the process that allows Contactless Transactions to be processed without disclosing account details or card credentials by replacing or encrypting the primary account number (PAN) with a unique digital identifier generated by Mastercard and/or Visa.

“**NFC**” means Near-field Communication comprising a set of communication protocols by which two electronic devices (e.g., POS Terminals, Cards, Mobile Devices, Digital watches, etc.) communicate to enable a Device to carry



out data transmission with other equipment when they are brought within the Payments Industry Standards.

**“OTP”** means the One Time Password sent to the Customer’s Device Number as provided by the customer to CBQ that is required to create a Digitized Card into Digital Wallet app.

**“Service Provider”** means any card scheme (e.g. Mastercard, Visa, HIMYAN) with whom CB issues Cards.

**“Terms”** means these terms and conditions.

**“Transaction”** means any electronic, contactless or transfer transaction carried out on a Digitized Card using the Mastercard Digital Enablement Service (MDES) or Visa’s Digital Enablement Program (VDEP) and “HIMYAN Token Platform”.

**“Unlock Mechanism”** means the security method chosen by the customer and used to unlock the Device, including a password, PIN Code, pattern or biometric identifier such as fingerprints or facial recognition.

## 2. Registration

2.1. You can add an eligible Card to the Digital Wallet App by following the wallet provider’s instructions. Cards may be provisioned via direct entry, in-app digitization, or through wallet extensions. Only eligible cards can be added to the wallet. CBQ reserves the right to exclude any credit, debit or prepaid card from use in the Digital Wallet App at any time after exercising due discretion.

2.2 Following installation and set-up of the Digital Wallet App on a Device, you can log into the Digital Wallet App where an initial screen will appear to inform you that, in order to complete the registration process, you shall enter the card Information either by direct entry, scanning the card using the Device’s camera within the app, or via wallet extension provisioning. Subsequently, you shall request tokenization of the card.

2.3. For the identification of a device in the Digital Wallet App, you are required to select the authentication method by choosing the OTP receiving channel as SMS. You will automatically receive an OTP for verification on the Device Number linked to your CBQ account. You shall enter the correct OTP into the Digital Wallet App which will be sent for validation. Once approved, a digitized card will be created in the Digital Wallet App. Alternatively, you can contact CB’s Customer Contact

Center to request activation of your card enrollment on the device.

2.4 To remove a card from the Digital Wallet App, you must initiate the request with the wallet provider directly. Alternatively, CB can block your card in the Digital Wallet App at any time.

## 3. Payment

3.1. CBQ enables customers to digitize Cards on a device using the Digital Wallet App, which permits customers to use the device, instead of presenting a physical card, to make an in app or in store payment by using merchants’ NFC-enabled point-of sale terminals or readers that accept contactless payments. Such payments can be made at any merchant location both within the State of Qatar and overseas, except for digitized Himyan Cards, whose usage is restricted to merchant locations within the State of Qatar only.

3.2. You may only register a valid Card in the Digital Wallet App that has been issued under your name; provided that CBQ can verify your identity and that the account is active and in good standing.

3.3. You shall only register in the Digital Wallet App the Device Number that is linked with your CBQ account.

3.4. You may use the Digital Wallet App for contactless transactions exclusively through devices that use an Android or iOS operating system and are equipped with NFC-enabled technology.

3.5. You may register with more than one Digital Wallet App provider at any time.

3.6. You are required to set up an Unlock Mechanism on the device, such as PIN code or biometric authentication.

3.7. CBQ only provides the CB Pay feature within the CBQ Mobile App. CBQ is not responsible for providing and maintaining any third-party Digital Wallet App.

3.8 CBQ is not responsible for providing information and data securely to the wallet provider to enable the use of a Card in the Digital Wallet App. CBQ is not responsible for a wallet failure or the impossibility of using the Digital Wallet App for a transaction. Furthermore, CBQ is not liable for the performance or nonperformance of services by a third-party wallet provider or any other third party with respect to the use of a Digital Wallet App.





#### 4. Customer's Acknowledgment

4.1. You acknowledge that the use of a digitized card in the Digital Wallet App to authorize a transaction shall be considered as a substitute for your signature or PIN and shall be deemed valid and binding on you and cannot be revoked or contested and will be charged to the linked card account.

4.2. The Digital Wallet App provides an alternative payment solution for you to authorize a Transaction using a Card. Accordingly, you agree that the Terms and Conditions for Retail Accounts shall continue to apply when adding a Card to the Digital Wallet App.

4.3. You may conduct an in app or in-store Transaction through the Digital Wallet App at any local or international merchant which accepts Contactless Transactions. The payment process will involve the following:

- (i) The Customer begins the payment process by tapping the Device within close proximity to the NFC-enabled point-of-sale (POS) terminal or reader.
- (ii) The Customer may be required to confirm the amount or other details at the NFC-enabled point-of-sale (POS) terminal/reader, or the transaction may be completed after tapping.
- (iii) In some cases, the customer may be required to authenticate his or her identity prior to completing a transaction, which may differ between merchants or by country. CBQ supports a number of cardholder verification methods for a transaction. The available options depend on a number of variables including the Digital Wallet App configuration or the NFC-enabled point-of-sale (POS) terminal and reader capability that may differ by country.

#### 5. Fees and Charges

5.1. You agree that any applicable interest, fees and charges that apply to your card will also apply when such card is used to make payments or purchases through the Digital Wallet App.

5.2. You shall be solely responsible for all fees, charges, costs and expenses which may be imposed by the Service Provider, the network operator of any Device or any other third party in relation to the use of the Digital Wallet App.

5.3 Commercial Bank reserves the right to revise its existing charging structure and/or impose additional charges from time to time with immediate effect without notifying you in advance, and the updated fees will be communicated through Commercial Bank's official channels.

#### 6. Customer's Liabilities

6.1 You acknowledge and agree that you are solely responsible for the completeness and accuracy of your information that is stored in the Digital Wallet App. In case there are any changes to the provided information, you agree to promptly update CBQ. CBQ shall have no liability for your failure to maintain accurate registration information in the Digital Wallet App.

6.2 You acknowledge and agree that you are the legal owner, or you are authorized by the legal owner of the Device to register and use the Digital Wallet App, and you hereby authorize CBQ to:

- (i) Use the device number for digitization and enrolment aspects in the Mastercard Digital Enablement Service (MDES) or Visa's Digital Enablement Program (VDEP) or "HIMYAN Token Platform"; and
- (ii) Use the Device to create the Digitized Card and to carry out the MasterCard Token Service and/or Visa Token Service and/or "HIMYAN Token Service Transactions through the Digital Wallet App.

6.3 You acknowledge that, while using the Digital Wallet App, the following is not permitted:

- (i) Use of the Digital Wallet App in any way that may lead to the encouragement, procurement or conduct of any criminal or other illegal activity.
- (ii) Use of the Digital Wallet App for any purpose other than your own personal use.
- (iii) Access or attempt to access the accounts of other customers.
- (iv) Penetrate or attempt to penetrate any of the security measures that CBQ has applied.
- (v) Breach any of these terms.

6.4. You acknowledge and agree that these Terms are between you and CBQ. You hereby agree that your use of the Digital Wallet App will also be subjected to



third party services and the wireless / communication carrier and other applications or websites incorporated in the Digital Wallet App may have their own third party agreements. You may become subject to these third party agreements when personal information is provided to such third parties in order to use their services, or access and use their application or website. CBQ is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of products or services from any third party.

## 7. Security Precautions

7.1 You shall be responsible for safeguarding your device, as well as maintaining the security of your device and any related unlock mechanism to access the Digital Wallet App, card information, or any other information stored on the device.

7.2 You shall be fully responsible for any disclosure of your card details, your unlock mechanism or other security details relating to the device, and/or the Digital Wallet App to any third party, even if such disclosure is accidental or unauthorized. You are required to bear all risks and consequences of the Digital Wallet App and any card being used by unauthorized people or for unauthorized purposes until CBQ is notified of such unauthorized use.

7.3 You agree to keep your username, password, personal identification number (PIN), and any other security or access information confidential. You should protect your Device as you would a physical Card and protect your Device using a password known only to you. If you believe that anyone has gained unauthorized access to your account via your device or otherwise, you shall inform CBQ immediately.

7.4 You shall change your PIN and Unlock Mechanism regularly; and shall not choose obvious numbers such as identity card number, date of birth, or other easily accessible personal information.

7.5 You should remove any card(s) stored in any device before disposing of such Device.

7.6 You must contact CBQ's Customer Call Center immediately at the telephone number provided on CBQ's official communication channels and request to block the card in the following cases:

(i) If your Device is lost or stolen. (ii) If any of your registered cards in the Digital Wallet App is lost or stolen. (iii) Any suspicion of any fraudulent activity or any data disclosure related to your Cards that are registered in the Digital Wallet App. (iv) Any other actual or potential security breach relating to your account in the Digital Wallet App. (v) Any unauthorized use of the Digital Wallet App.

In any event, you shall not be released from the responsibility of any transaction made or to be made until the time when CBQ is able to take the necessary measures to suspend the service and the customer's card. In addition, CBQ shall not be bound to make any requests for refunds after the call. Contact with Commercial Bank's Customer Contact Center may be recorded for security purposes.

## 8. Data Collection and Privacy

8.1 By enabling a card for mobile payments on the Digital Wallet App, you hereby authorize the Bank to share certain information relating to your Device including but not limited to app version, Device type and model, operating system and security information with certain Service Providers to enable your card to operate on the Digital Wallet App, and to improve the products and services of such Service Providers. The Bank will provide your information to the Service Providers in accordance with Commercial Bank's Privacy Policies. The Service Providers are contractually obligated to keep this information confidential. Additionally, any agreement or terms applicable to a card will continue to apply when such card is enrolled in the Digital Wallet App. The Customer further acknowledges that CBQ reserves the right to disclose data in the Digital Wallet App to any regulatory or government authority which is responsible for carrying out an investigation of the conduct of illegal activities including fraud and money laundering.

8.2 The Customer acknowledges that CBQ will not check the security of the Customer's personal data, and CBQ shall not be liable for the security of this data.

8.3 For additional information, the Customer shall refer to CBQ's Privacy & Security Policy available at [www.cbq.qa](http://www.cbq.qa).

## 9. Limitations of Liability

9.1 You hereby acknowledge that the Bank does not operate or control the Digital Wallet App, and is only responsible



for supplying information securely to the Service Provider to permit you to use a card within the Digital Wallet App.

9.2 CBQ provides no guarantee that the Digital Wallet App will always be available, uninterrupted and in full operating condition. Access to the Digital Wallet App may be suspended temporarily and without any prior notice in case of system failure, maintenance or repair or for any other reason beyond CBQ's control.

9.3 CBQ makes no warranty that compatible contactless readers will always be available or that the quality of any products, information or other material purchased or obtained by you through the Digital Wallet App will meet your expectations.

9.4 CBQ does not guarantee that any files that you download relating to the Digital Wallet App are free from viruses, contamination or destructive features. CBQ shall not be held liable for any indirect, special, incidental or consequential damages, losses or expenses suffered by you as a result of using the Digital Wallet App. CBQ shall not be held liable for any transaction using a digitized card through the Digital Wallet App, whether or not it was performed by or with the consent of the customer, including by means of hacking.

9.5. CBQ shall not be liable whatsoever where the Device and subsequently the Digitized Card, or any other device, used to access the Digital Wallet App, was in the possession of any third party and/or the unlock mechanism becomes known to such third party and the device was used to carry out a transaction.

9.6 You acknowledge that CBQ is relieved of any liability in regard to breach of duty of secrecy arising out of the customer's inability to scrupulously observe and implement the provisions of these terms and/or instances of breach of such duty by hackers and other unauthorized access to the card account via the Digital Wallet App.

9.7 You shall indemnify, defend, and hold harmless CBQ from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or

other proceeding instituted by a person or entity that arises out of or relates to:

- (i) Any actual or alleged breach of obligations set forth in these terms.
- (ii) Your wrongful or improper use of the Digital Wallet App, including willful misconduct or fraud.
- (iii) Your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights.
- (iv) Your violation of any law or regulation locally or internationally.

## 10. Compliance with law

10.1. These terms and conditions that govern the access and use of Digital Wallet app, are in compliance with the applicable laws, regulations and instructions issued by the Central Bank, and CBQ will take all necessary actions to remain compliant with the applicable laws and regulations, including any instructions issued by the Central Bank, anti-money laundering and terrorist financing requirements.

10.2 The Customer shall comply with all applicable laws and regulations.

10.3 You hereby acknowledge that from time to time certain additional information may be required by CBQ. As such, you hereby undertake to provide any requested document as required by CBQ in order for CBQ to complete or update its files or otherwise comply with its legal obligations as per applicable laws, rules and regulations.

## 11. Intellectual Property

11.1 CBQ including any content made available through the Digital Wallet App is protected by applicable intellectual property laws. The Digital Wallet App is licensed, not sold to the customer. You may utilize Digital Wallet app only as permitted by these terms.

11.2 You may not, and will not permit any other party to:

- (i) Modify, alter, translate or create derivative works of the Digital Wallet App software.
- (ii) Use or merge the Digital Wallet App software, or any component or element thereof, with other software, databases or services not provided by CBQ.
- (iii) Sublicense, distribute, sell or otherwise transfer the Digital Wallet App to any third party.



(iv) Lease, rent, loan, distribute, or sublicense the Digital Wallet App. (v) Circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to the Digital Wallet App.

## 12. Termination and Suspension

12.1 Your consent is required to participate in the Digital Wallet App. If at any time you wish to discontinue use of the Digital Wallet App, you may delete your Card from the Digital Wallet App. CBQ will not be responsible for any consequences arising out of such a procedure.

12.2 Your use of the Digital Wallet App may be subject to general practices and limits, such as limits on the QAR amount or number of transactions during any specified time period. Your use of the Digital Wallet App is also subject to applicable agreements or terms of use with your service provider or other parties which may include fees, limitations and restrictions which might impact your use of the Digital Wallet App. For example, your mobile service carrier may impose data usage or text message charges for your use of or interaction with the Digital Wallet App and you agree to be solely responsible for all such fees, limitations and restrictions. If you wish to terminate the Digital Wallet App on a device, for any reason whatsoever, then you shall be responsible for removing any Digitized Card linked to the Digital Wallet App and uninstalling the Digital Wallet App from the device. CBQ will not be responsible for any consequences arising out of such a procedure.

12.3 CBQ may suspend, discontinue or terminate your access to and use of the Digital Wallet App at any time, immediately and without prior notice to the Customer in any of the following events:

(i) The card is cancelled, blocked or suspended. (ii) For any objective safety reasons. (iii) If you are suspected of conducting fraudulent Transactions and/or demonstrating illegal behavior. (iv) If required by applicable laws or upon suspicion of money laundering and terrorist financing. (v) In case of any breach of these terms or the terms and conditions for retail accounts.

12.4 Upon termination of your access to the Digital Wallet App, you shall remain liable for all payments made and your other obligations under these terms.

## 13. Severability

You agree that if any provision of these Terms is deemed unlawful, void or for any reason unenforceable, that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

## 14. Governing Law and Jurisdictions

These Terms and Condition of Use are governed by the law of State of Qatar and any dispute arising from the above will be submitted to the jurisdiction of the Courts of the State of Qatar.

## 15. Changes to Terms and Conditions of Use

CBQ reserves the right with an immediate effect at any time, with or without information to the Customer:

- i. To change the Terms and Conditions of Use, and/or add or delete any items in these Terms and Conditions of Use.
- ii. To amend, suspend or discontinue or terminate Digital Wallet app temporarily or permanently, in whole or in part, and without having to justify its measures, and the continued use of Digital Wallet app constitutes acceptance by the customer of these procedures.