PAYIT TERMS AND CONDITIONS OF USE

1. About

1.1 Payit is a mobile digital wallet solution operated by First Abu Dhabi Bank PJSC (the "**Bank**"). The Bank is licensed by the Central Bank of the United Arab Emirates ("**UAE**") with its registered office address at P.O. Box 6316, Abu Dhabi, UAE.

1.2 References to "Payit" in these terms and conditions of use (the "**Terms and Conditions**") are to the mobile wallet solution and each related product and service which enables users to carry out payments and transfer funds via the Payit mobile application (the "**App**").

1.3 If you have any questions about our services, your account (the "**Payit Account**"), these Terms and Conditions or the App, please refer to our Frequently Asked Questions which can be accessed at https://payit.ae/faq/ Alternatively, you can contact us via the App or by email at help@payit.ae

2. Terms and Conditions

2.1 These Terms and Conditions set out the legal basis on which you can access and use Payit.

Please read the Terms and Conditions, together with the Key Facts Statement, carefully as they will be legally binding on you when you use Payit

If there is anything you do not understand or agree with, you should contact us as soon as possible.

If you do not wish to be bound by these Terms and Conditions, you should not select "Accept" and you must immediately discontinue your use of Payit.

2.2 These Terms and Conditions are available at https://payit.ae/terms-conditions/ and via the App. Additional terms and conditions may apply when you use Payit via the App which will also be available via the App.

2.3 If you are a merchant, your use of Payit will be governed instead by the terms of the Merchant Agreement between us.

2.4 In these Terms and Conditions, "you" and "your" refer to a person who applies for, uses or accesses Payit and "we," "our," and "us" refer to the Bank.

2.5 These Terms and Conditions, and any amendments made to them, will be made available to you at https://payit.ae/terms-conditions/ and via the App.

3. Cooling off period

If you decide not to proceed with opening a Payit Account, you may change your mind within five (5) business days of agreeing to these Terms and Conditions. This is known as the 'cooling-off period'. You can exercise this right by contacting us at help@payit.ae or via the App.

4. Eligibility

4.1 You must be 18 years or above and resident in the UAE to use Payit.

4.2 When you download and install the App for the first time, you will be prompted to provide certain information to complete the registration process.

4.3 You must ensure that all information you provide is true, accurate and not misleading.

4.4 Once you provide this information and accept these Terms and Conditions, you will be authorized to use Payit up to a total account limit of AE D3,500 (three thousand five hundred dirhams). You will also be able to use other limited functionality within Payit.

4.5 Once you have completed the full registration process and provided all information we request so that we can verify your identity, we will increase your account limit to D25,000 (twenty-five thousand dirhams) and remove any other functionality restrictions.

4.6 Please note that the information listed in clause 4.2 is not exhaustive and we may request additional documents or information to verify your identity. Where this is necessary, we reserve the right to:
(a) decline to complete your registration and open a Payit Account in your name; or
(b) subject your registration with Payit to any condition we consider appropriate.

4.7 We may also request additional information regarding your identity in the future, as we consider necessary.

4.8 Passport-Based Onboarding

(a) Certain customers holding a valid UAE employment visa and awaiting issuance of their Emirates ID may be permitted to register for Payit using their passport, subject to the Bank's verification, screening, and eligibility requirements.

(b) Customers may complete Payit registration before arriving in the UAE. However, the Payit Account will remain inactive until the customer is physically present in the UAE, updates and verifies a valid UAE mobile number, and completes the Bank's verification requirements.

(c) Customers onboarded through the passport journey will be granted a 60-day grace period from account activation to update and verify their Emirates ID.

(d) During the grace period, certain services, including AANI, MOHRE Services, Payit Money on Demand (MoD), and Send Now Pay Later (SNPL), may be unavailable or restricted.

(e) Customers must update and successfully verify their Emirates ID within the 60-day grace period.

(f) Failure to update and verify the Emirates ID within the grace period may result in account suspension and restriction of Payit services. Account reactivation is subject to successful Emirates ID verification and any additional requirements determined by the Bank.

(g) If a customer does not receive or cannot provide an Emirates ID within the grace period, they may contact Payit Customer Support to complete the account closure and fund withdrawal process. Any funds remaining in a suspended Payit Account will remain in the account until this process is completed.

(h) The Bank reserves the right to request additional information or documents and to restrict, suspend, reactivate, or terminate the Payit Account in accordance with applicable requirements.

5. Using your Payit Account

5.1 Once your Payit Account is open, you will be able to hold, send and receive funds through Payit via the App. Information on how you can top up your Payit Account and use or transfer funds is set out in our Frequently Asked Questions which can be accessed at https://payit.ae/faq/

5.2 If you are employed, you may also be eligible to have your salary paid directly into your Payit Account (the "Payit Plus Account"). Your existing Payit Account will be migrated to a Payit Plus Account. You can contact us via the App or by email at payitplus@payit.ae to find out if you are eligible for this.

5.3 If you are a sponsor for any domestic worker you may be eligible to pay their salary through Payit by linking your Payit Account to Ministry of Human Resources and Emiratization.

5.4 Payit Universal Account

You may be eligible to have your salary paid into your Payit Account (the "Payit Universal Account") if:

you are employed and your total monthly income is AED 5,000 or less (or any other amount set by regulations from time to time);
you do not have an active current or savings account in the UAE;
you are resident in the UAE.

You will not be eligible for the Payit Universal Account if:

your salary or income paid into the Payit Universal Account is more than AED 5,000 for three consecutive months;
you give incorrect or misleading information, including if you already have or later open another current or savings account in the UAE.

You must notify us promptly if there are any changes that impact your eligibility for a Payit Universal Account. Should you no longer meet the eligibility criteria, your existing Payit Universal Account will be migrated to a standard Payit Account. We will notify you before we migrate your account, whenever possible, subject to applicable laws and regulations.

5.5 Please note that whilst we provide a platform that allows you to initiate transactions with individuals and merchants, and pay or receive payment for goods or services, we are not party to any transaction you enter into with another person using Payit.

5.6 Once you have authorized a transaction, we cannot return those funds to your Payit Account (known as a "chargeback"). Your ability to cancel an order that you place with a merchant, or to claim a full or partial refund of any payment you make to a merchant, will be subject to the terms and conditions between you and the merchant.

5.7 A merchant may agree to refund an amount to your Payit Account:

(a) by notifying us and processing the refund using functionality provided by us; or

(b) using the merchant's own refund procedure.

We have no obligation to provide any refund functionality or to honor any refund request we receive from a merchant. We are therefore not responsible or liable for any refund processed using a merchant's refund procedure.

5.8 Clauses 5.6 and 5.7 do not apply in relation to unauthorized transactions made using your Payit Account.

6. Fund transfers

6.1 You can use your Payit Account to transfer funds to a third party. However, we only offer international currency transfer services ("**Transfer Services**") to some countries. Information on these countries can be found in our Frequently Asked Questions or via the App.

6.2 Transfers to other countries may be routed via our partners and your basic information may be shared to meet the compliance checks at our partner's end.

6.3 In relation to the Transfer Services:

(a) The estimated time of arrival for funds with respect to each transaction depends on various factors and can vary from the indicative timings displayed in the App.

(b) You can only send money in certain currencies that we decide are appropriate. Information on available currencies can be found in our Frequently Asked Questions or via the App.

(c) There are limits on the amount you can send by way of the Transfer Service. We may refuse to send the funds if we reasonably believe that: (i) by doing so we might break any law, regulation, code or other duty that applies to us; (ii) doing so may expose us to action from any government or regulator; or (iii) it may be linked with fraudulent or illegal activity. We may also refuse to send the funds if it fails our compliance checks.

(d) You do not have a right to cancel a Transfer Service. However, we be able to cancel it before the recipient receives the money. Where this is possible, refunds may take up to seven (7) business days.

6.4 Additional conditions:

(a) We will send the money to the account you specify in the App. For information on when a payment will be credited to the nominated account, you need to contact the recipient's account provider.

(b) The recipient's account provider may apply its own charges to the Transfer Service, which do not involve us.

(c) We will report money transfers to any government authorities if we are required to do so by law.

7. Acceptable use

7.1 You may only use Payit and the App for your own use and in accordance with these Terms and Conditions.

7.2 When using Payit, you agree and confirm that you will:

(a) not use Payit for any illegal or unauthorized purpose or in a manner that could damage or cause risk to our business, reputation, personnel, customers, facilities or to any third party;

(b) not do any act that will cause you or another party to breach these Terms and Condition;

(c) not introduce into or through the App any computer virus, 'Trojan horse', worm, logic bomb, back door, malware or similar item whose purpose or possible function is to disable a computer or network or adversely affect its performance;

(d) use appropriate virus scanning software and take other reasonable precautions in respect of the security of your device when accessing or using the App;

(e) not use the App to transact with any merchant which does not appear in the list of approved merchants available on the App or on the Payit website from time to time;

(f) not infringe ours or any third party's intellectual property rights, rights of publicity or privacy; and

(g) cooperate in an investigation conducted by us or provide confirmation of your identity or any other information provided by you to us.

7.3 You should inform us immediately by contacting us at via the call center, App or website if:

(a) the security information you use to access the App, such as your PIN, is compromised in any way, so that we can disable your Payit Account; or

(b) the device you use to access the App is lost or stolen, so that we can delink your Payit Account from the lost or stolen device.

7.4 If you sell or change the device you use to access the App, you must delink your Payit Account from your old device using the App settings to prevent any unauthorized use of your Payit Account.

8. Charges

8.1 We will impose fees and charges for your use of Payit. Fees and charges will be deducted from your Payit Account when you use Payit, or in such other manner as communicated to you from time to time. If there is no available balance or the fee/charge due exceed the available balance, a transaction will be cancelled and not processed.

8.2 Information on our fees and charges are set out on our website and App.

8.3 We reserve the right to amend our fees and charges at any time by giving you at least sixty (60) days' notice.

9. Rewards

9.1 From time to time, we may operate reward schemes, such as rewards for inviting third parties to register with Payit. At the relevant time, you may be asked to accept further terms and conditions which will determine your entitlement to participate in such schemes and earn rewards.

9.2 Rewards may be credited into your Payit Account, to Ratibi cards or may be in any other form, such as vouchers or reward points.

9.3 The frequency of these rewards, the number of times such rewards can be obtained and the time taken to provide the rewards will be decided in our sole discretion and may depend on the rewards program.

9.4 We may also decide to stop any rewards scheme at any point.

9.5 More information on Payit Rewards is set out in our Frequently Asked Questions which can be accessed at https://payit.ae/faq/

10. Promotions

10.1 We may offer certain Payit promotions from time to time which will be subject to separate terms and conditions made available via the App.

10.2 We reserve the right to change or cancel any promotion at any time and without prior notice.

11. Gift envelope

11.1 A gift envelope is a digital gifting solution provided by Payit to its users.

11.2 The service allows you ("gift sender") to send money (a "gift envelope") to a recipient who may or may not be a registered Payit user. The gift sender will:

(a) create a gift envelope of any amount on the App (subject to Payit transaction limits);

(b) select the gift recipient;

(c) provide contact details of the gift recipient (mobile number and email address); and

(d) confirm the details and send the gift envelope.

11.3 Redemption for a registered Payit User:

(a) if the recipient has a Payit Account, an SMS will be sent to the recipient's registered mobile number specifying the value of the gift envelope; and

(b) an email notification will be sent simultaneously to the recipient's email address with the promo code for the value of the gift envelope together with a link to the App.

11.4 Redemption for a non-registered receiver:

(a) if the recipient does not have a Payit Account, an SMS notification will be sent to the recipient's mobile number with details of the value of the gift envelope;

(b) an email notification will be sent simultaneously to the recipient's email address with the promo code for the value of the gift envelope, together with a link to download the App;

(c) the recipient can download the App, complete the registration process and redeem the gift envelope using a promo code and the value of the gift envelope will be credited into that Payit Account; and

(d) if the recipient does not download the Payit App, they can share the gift envelope promo code with a registered Payit user who will be able redeem the gift envelope. The value of the gift envelope will then be credited into that user's Payit Account.

11.5 Validity:

(a) The gift envelope promo code is valid for a period of one (1) year from the date of issue.

(b) If the gift envelope promo code is not redeemed into a Payit Account within one (1) year from the date of issue, then the gift envelop will expire.

(c) Once the gift envelope has expired, no reissue or refund of the value will be allowed.

12. Tipping

You may be able to add a tip to a payment from your Payit Account when purchasing products or services from certain merchants. Any tip you add may be credited to the merchant's bank account with us, or to the personnel of the merchant involved in the supply of the product or service, at the discretion of the merchant.

13. Intellectual Property

13.1 All rights in the know-how, trademarks, trade names, patents, copyrights, design rights (whether registered or unregistered), database rights, goodwill and all other intellectual property rights subsisting in or arising in connection with Payit and our systems (the "**Intellectual Property**") are, and will remain, the property of the Bank and/or its licensors and are protected by copyright and/or other intellectual property right laws.

13.2 You will not acquire any proprietary rights in any Intellectual Property and agree not to infringe or challenge the Bank's and/or its licensors' rights in the Intellectual Property, or do or permit anything to be done which may be detrimental to the Intellectual Property or which may be inconsistent with or damage the reputation of the Bank and/or its licensors. You agree to inform us immediately if you become aware of any third party activity which infringes the Intellectual Property.

13.3 You agree to indemnify us from and against any losses, damages, costs, charges, expenses and any other liabilities (including, without limitation, reasonable legal fees), incurred or awarded against us as a result of, or in connection with, your use of the Intellectual Property otherwise than in accordance with these Terms and Conditions.

14. Personal information

14.1 You agree to us processing personally identifiable information relating to you which we may obtain, receive, or generate in connection with these Terms and Conditions in accordance with applicable data protection and privacy laws and the Privacy Policy.

14.2 We are dedicated to protecting and respecting our customers' privacy. Our privacy policy is governed by First Abu Dhabi Bank. For more details, please click on the following link:
https://www.bankfab.com/en-ae/privacy-policy. Unless expressly stated otherwise, the terms of the privacy policy apply to all Services and may be updated by the Bank in accordance with these terms and conditions of use to comply with applicable data protection laws and regulations

14.3 All of your personally identifiable information will be securely encrypted and stored in data centers in the UAE or overseas.

14.4 We are dedicated to protecting your personal information during any processing activities. "Personal Data" refers to any information about an individual who can be identified, either directly or indirectly, such as by name, voice, photograph, identification number, or through characteristics unique to that person's biological, physical, biometric, genetic, mental, economic, cultural, or social identity. We process this data in accordance with all applicable data protection laws and regulations.

14.5 We may collect, use, store, disclose or otherwise process your Personal Data for the following purposes:

1. processing applications for Services, including assessing the customer's suitability and performing necessary checks and risk assessments;
2. providing Services (including Electronic Banking Services), such as effecting payments or transactions and completing instructions or requests;
3. monitoring and improving Payit's website and its content;
4. establishing and managing banking relationships and accounts;
5. conducting market research and surveys with the aim of improving the products and services offered by Payit;
6. marketing and promotion (including direct marketing), conducted with or without the support of Delegates engaged by Payit;
7. remaining competitive as well as developing and improving Payit's products and services;
8. 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;
9. 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;
10. 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
11. surveillance of premises (including automated teller machines).

The Personal Data requested by us is necessary to perform the Services. If it is not provided to us, we may be unable to comply with our legal or regulatory obligations or provide you with the Services.

We need to collect certain personal information from you in order to provide our services. If you do not provide this information, we might not be able to meet our legal or regulatory responsibilities, and we may also be unable to offer you the requested services.

At the expiry of such periods, your Personal Data will be deleted or archived to comply with legal retention obligations or in accordance with applicable statutory limitation periods.

As a data subject, you 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 your Personal Data. On legitimate grounds, you are also entitled to request a restriction of the processing of your Personal Data or to object to such processing.

In certain circumstances, you may have the right to withdraw your consent to the processing of your Personal Data by us. If you withdraw such consent, we may continue to process such Personal Data where required for our business operations. Any future withdrawal of consent will not affect the validity of any prior processing of Personal Data by us.

You are 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.

For any requests relating to the processing of your Personal Data, you can contact:

Data Protection Officer

First Abu Dhabi Bank PJSC

Abu Dhabi, United Arab Emirates

Email: privacy@bankfab.com

15. Confidentiality

15.1 We shall keep all Confidential Information confidential but you consent to us disclosing all such Confidential Information, on a confidential basis:

(a) to any member of the FAB Group;

(b) to any delegate to the extent necessary to enable us to provide Services to you, directly or indirectly;

(c) to any professional adviser of the Bank;

(d) in accordance with Clause 18;

(e) to any exchange, depository, clearing house or settlement system, swap data repository or trade repository (whether local or global), where we or a delegate is required to disclose such Confidential Information;

(f) to any actual or potential permitted transferee or assignee (or, in each case, any of their agents or professional advisers) of our rights and obligations under these Terms and Conditions or in connection with any business transfer, disposal, merger or acquisition undertaken by us;

(g) to any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection to us in connection with the Services provided by us;

(h) to the Etihad Credit Bureau, any other authorised credit reference agency or credit bureau or the Emirates Integrated Registries Company, and you fully acknowledge the consequences of such disclosure on your ability to access future financial products or services, whether from us or any other party;

(i) as required by any applicable law;

(j) as required by any court, tribunal, regulatory, supervisory, tax, sanctions, governmental or quasi-governmental authority having jurisdiction over us or that we reasonably believe has jurisdiction over you;

(k) to any listed company or other type of entity (or its agent or nominee) in which you have an interest in securities which are held by us as your nominee in circumstances where you are obliged to disclose such Confidential Information as the holder, legal owner of record or custodian of those securities;

(l) as may be required in order to preserve or enforce any of our rights or remedies against you; or

(m) as otherwise specified in these Terms and Conditions or other specific conditions relating to the Payit service.

15.2 You authorise us to obtain information, on an ongoing basis, from the Etihad Credit Bureau, the Emirates Integrated Registries Company, the Central Bank of the UAE, banks and other financial institutions, the Customer's employer, references or any other body as we deem appropriate, about your financial and non-financial affairs which includes but is not limited to the details of your banking facilities, financial position, income, contact information and any other information relating to you (including Personal Data) which we deem appropriate without any reference to you.

15.3 To comply with certain of our legal or regulatory obligations, we may centralise the processing of your information in one or more locations inside or outside the UAE.

15.4 You agree to the processing and disclosure of your information in accordance with this clause and to the transfer by us, or our delegates acting on our behalf, of your information to another country or countries for processing. In this context, you acknowledge that your information may be accessed under legal proceedings outside the UAE in such circumstances.

15.5 Where we disclose Confidential Information in accordance with this clause, we shall, where reasonably practicable, take steps to ensure that the recipient of such Confidential Information will keep such information confidential.

16 Disclaimer

We provide Payit and all content and materials available through the website and App "as is" and "as available" without any warranty or condition of any kind, express or implied. The Bank, on behalf of itself, its affiliates and its licensors, disclaims all warranties of any kind, whether express or implied, relating to Payit, our services, the website or the App, including implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, quality, accuracy, title and non-infringement and any warranty arising out of course of dealing, usage or trade.

17. Limitation of liability

17.1 We will not be liable to you or any third party for any loss or damage (including special, indirect, incidental, consequential or punitive damages) arising directly or indirectly from your use of Payit, our content, or the App.

17.2 You will be liable for the losses related to any transaction where you are proven to have acted fraudulently or are otherwise found to be in breach of these Terms and Conditions.

17.3 Neither party excludes liability for:

(a) death or personal injury to the extent that the same arises as a result of its negligence or the negligence of its personnel; or

(b) any other type of loss for which liability cannot be excluded under applicable law.

17.4 The provisions of this clause 17 (Limitation of Liability) will survive the termination of these Terms and Conditions.

18. Third party websites

The App may contain links to third party websites, such as websites operated by merchants or social networking sites ("**Linked Websites**"). Linked Websites are not under our control and we are not responsible for any Linked Websites. These links are provided as a convenience and the inclusion of any link does not imply our endorsement of, or an association with, the website's operator. When you access a Linked Website, you do so at your own risk. It is your responsibility to review the privacy policies and terms of use that apply to Linked Websites. Any claims you might have with respect to Linked Websites are against the operator of the website and not against us.

Use of Third Parties

We are authorised to delegate from time to time any of our duties under these Terms and Conditions to such Delegate as we may think fit. Delegate means any third party—such as an agent, adviser, banker, broker, market professional, contractor, vendor (and its subcontractors), or custodian—that we appoint to provide or support a service for the Customer, either directly or indirectly, or to maintain competitiveness.

You acknowledge that:

(a) any Delegate will act in accordance with applicable laws in the jurisdiction where that Delegate is located;

(b) any Delegate may be permitted to delegate the duties delegated to it by Payit and Payit may have no direct enforceable rights against the ultimate delegate; and

(c) Payit may only have contractual rights against a Delegate.

We may (and are authorised by the Customer to) introduce or refer the Customer directly to such Delegates to provide the Services directly.

We may open accounts (whether in the name of Payit or the name of the Customer) with any Delegate appointed in accordance with these Terms and Conditions. You shall be responsible for any fees, costs or expenses payable to any Delegate.

19. Termination and suspension

19.1 We may terminate your Payit Account at any time and for any reason by giving you at least sixty (60) calendar days' written notice.

19.2 We may also terminate your Payit Account immediately by giving written notice to you if you are in breach of these Terms and Conditions or any applicable law or regulation, or in the event we reasonably believe there may be financial crime risks or a potential fraud.

19.3 You may terminate your Payit Account at any time by giving us noting in writing via the App..

19.4 Upon termination:

(a) your Payit Account will be suspended and you will no longer be able to use Payit or the App; and

(b) any remaining funds will be returned to you.

19.5 We will not impose any fees for closing your Payit Account.

20. Changes

20.1 We may change these Terms and Conditions at any time by providing you with sixty (60) calendar days' written notice. However, we may make some changes without telling you in advance, including where we are required to make a change due to legal and/or regulatory requirements and there is not time to give you notice of such changes. Your continued use of Payit signifies your acceptance of the updated Terms and Conditions.

20.2 We may also make operational changes to Payit at any time, including by changing the minimum specifications of the systems or devices required for access to them. We will use reasonable endeavors to provide notification of material changes to Payit by placing a message on the App or by otherwise notifying you in accordance with these Terms and Conditions.

20.3 If you do not agree with any change made to Payit or these Terms and Conditions, your only remedy is to terminate your Payit Account.

21. Sub-contracting and assignment

21.1 To the extent permitted by law, we may assign, sub-contract, delegate or otherwise transfer the benefit of these Terms and Conditions or any of our obligations under them to any other person without your consent.

21.2 You cannot assign or otherwise transfer these Terms and Conditions, or any of your rights or obligations under them, to any other person without our prior written consent.

22. Dispute and claims

22.1 Once a transaction has been completed, it will be deemed final and irrevocable. As such, we will not be under any obligation to reverse any transaction once it has been received by the recipient, subject to clause 22.2.

22.2 Notwithstanding clause 22.1, if we conclude that the transaction was unauthorized, we will reimburse you after completion of the investigation, or within thirty (30) business days of you properly informing us of the unauthorized transaction, whichever period is shorter. Note that this clause will not apply where we identify that you have acted fraudulently or with gross negligence.

22.3 Please note that all transactions will be considered as authorized if proper and secure validation procedures have been applied, unless you can provide proof to establish reasonable doubt that the transaction in dispute was not executed by you.

22.4 Dispute process

(a) If you wish to file a dispute, please visit our website www.payit.ae and download the dispute form and fill in the required details. The dispute must be submitted within ninety (90) calendar days of the transaction in dispute.

(b) reserve the right to investigate and accept only fraudulent cases. If the dispute is found not to be fraudulent, we will close the dispute and you will not be eligible for any reimbursement.

(c) You will need to provide the below details for any disputes raised on transactions used on Payit:
(i) police complaint report;
(ii) filled dispute claim form;
(iii) Emirates ID Copy;
(iv) passport copy; and
(v) a copy of the account statement from the relevant bank account.

22.5 Investigation and resolution on fraudulent transactions can take up to one hundred and eighty (180) calendar days and we reserve the right to reverse any interim credit provided.

22.6 We also may immediately:
(a) decline your application for any or all of the services;
(b) terminate any or all of the services;
(c) reverse any relevant transaction;
(d) withhold funds from you or restrict your access to funds or your Payit Account; and/or
(e) do anything else we reasonably consider necessary to stop or prevent fraud.

22.7 We will inform you of any such actions we take, unless we believe we are prevented from doing so by law or regulation, or we believe that doing so would compromise our anti-fraud or security measures.

22.8 We are under no obligation to recall funds and are not liable if we are unable to partially or fully recall the funds subject to the dispute.

23. Communications and instructions

23.1 By accepting these Terms and Conditions you agree that we may contact you, and accept instructions from you by any method we deem appropriate, including by email or using the mobile phone number you provided to us upon registration.

23.2 It is your responsibility to keep any contact details notified to us up to date. If your contact details change, you must let us know by contacting us at help@payit.ae or via the App.

23.3 You must ensure that any instructions you give us are correct, clear and lawful. We will act on your instructions unless:

(a) we have reason to believe that an instruction (i) has not been made by you; (ii) is ambiguous or unclear; (iii) is in breach of applicable law; or (iv) has been made with fraudulent or criminal intent;

(b) we are otherwise required by law; or

(c) you have breached these Terms and Conditions.

23.4 We will contact you as soon as possible if we have refused to act on your instruction, or held a payment instruction for a period of time, unless we are not permitted to do so for legal reasons.

24. General

24.1 Governing law

(a) These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (and any non-contractual obligations arising out of or in connection with them) will be governed by the laws of the UAE as applicable in the Emirate of Abu Dhabi.

(b) You agree that the courts of Abu Dhabi will have exclusive jurisdiction to hear any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual obligations, disputes or claims).

24.2 Complaints.

(a) If you have any concerns or grievance in relation to any content, information; or data on the website or App in relation to Payit, please contact us at help@payit.ae or via our contact center at 600 543329.

(b) If we cannot resolve the complaint within 30 Business Days, the Customer has the right to seek assistance from the Ombudsman responsible for banks and insurance companies ("Sanadak"). Sanadak is a unit established by the CBUAE and its role is to help resolve customer complaints where the bank is unable to resolve a matter to a customer's satisfaction or reach an amicable settlement. The service is free to use and independent.

(c) The contact details for Sanadak are as follows: Info@sanadak.gov.ae or visit www.sanadak.gov.ae.

24.3 Statements.

We will inform you of all transactions on your Payit Account as they occur via SMS, email or via the App. We will also provide you with regular statements showing all transactions that have occurred on our Payit Account. You are responsible for checking the accuracy of the statements sent to you.

24.4 Unauthorized transactions.

You must contact us immediately by email at help@payit.ae or via the App if there is a transaction on your Payit Account that you do not recognize or which you think is incorrect.

24.5 Entire agreement.

These Terms and Conditions will constitute the entire agreement between the parties in respect of their subject matter.

24.6 No reliance.

You acknowledge that in entering into these Terms and Conditions you have not relied on any representation, warranty, collateral contract or other assurance (except those set out in these Terms and Conditions) made earlier by us or on our behalf. You hereby waive all rights and remedies which, but for this clause 24.6, might otherwise be available to you in respect of any such representation, warranty, collateral contract or other assurance.

24.7 Waiver.

You agree that no failure or delay by us to enforce, or exercise, or any partial, single or defective exercise or enforcement of, any right, remedy, power or privilege given to us pursuant to these Terms and Conditions will constitute a waiver or partial waiver of any such right, remedy, power or privilege or operate to prevent the exercise or enforcement of any further right, remedy, power or privilege at any subsequent time.

24.8 No partnership or agency.

Nothing in these Terms and Conditions will be construed as constituting a partnership or agency between the parties for any purpose.

24.9 Third parties.

Nothing in these Terms and Conditions will confer, nor be intended to confer, any right or benefit on any third party.

24.10 Language.

To the extent that the terms of these Terms and Conditions are published in English and Arabic and there is a dispute between the English and Arabic versions, the English version will prevail.

LETSGO PAYIT CARD TERMS AND CONDITIONS

1. About

1.1 The issuer and provider of your Letsgo Payit Card (the "**Card**") is First Abu Dhabi Bank PJSC ("**Bank**"). The Card is a pre-paid card connected to your Payit account (the "**Payit Account**") and is made available to you by the Bank. The Bank is licensed by the Central Bank of the United Arab Emirates ("**UAE**") with its registered office address at P.O. Box 6316, Abu Dhabi, UAE.

1.2 The Card enables you to make purchases with merchants (instore or online) and use ATM machines to withdraw funds and check your balance. However, the Card is not a credit card, debit card or charge card and does not constitute a checking or savings account. Cash withdrawals may be restricted for certain Cards and will be subject to capped withdrawal limits. Being able to redeem or withdraw funds from your Card through an ATM, or to use it with different merchants, is not within our control. We do not guarantee that you will always be able to do so.

2. Card Terms and Conditions

2.1 These Card Terms and Conditions set out the legal basis on which you can access and use your Card. By requesting and activating your Card, or initiating a transaction with your Card, you agree to the terms and conditions contained in these Card Terms and Conditions.

Please read the Card Terms and Conditions, together with the Key Facts Statement, carefully as they will be legally binding on you when you use the Card

If there is anything you do not understand or agree with, you should contact us as soon as possible.

If you do not wish to be bound by these Card Terms and Conditions, you must immediately discontinue your use of the Card.

2.2 These Card Terms and Conditions supplement your Payit Terms and Conditions, and all the terms of your Payit Terms and Conditions continue to apply. In the event of any conflict or inconsistency between the Payit Terms and Conditions and these Card Terms and Conditions, the Payit Terms and Conditions will prevail.

2.3 In these Card Terms and Conditions, "you" and "your" refer to a person who applies for, uses or accesses Payit or the Card and "we," "our," and "us" refer to the Bank. Capitalised terms used, but not defined, in these Card Terms and Conditions will have the meaning given to them in the Payit Terms and Conditions.

2.4 These Card Terms and Conditions, and any amendments made to them, will be made available to you at https://payit.ae/terms-conditions/ and via the App.

3. Cooling off period

If you decide not to proceed with obtaining a Card, you may change your mind within five (5) business days of agreeing to these Card Terms and Conditions. This is known as the 'cooling-off period'. You can exercise this right by contacting us at help@payit.ae or via the App.

4. Adding and removing your Card

4.1 Adding your Card to your Payit Account: You are responsible for following Payit instructions to add and maintain your Card in the App. By adding your Card to Payit and authenticating and using it with a merchant, you are authorizing payment with your Card.

4.2 Removing your Card from your Payit Account: It is your responsibility to remove your Card from your Payit Account and you must follow the instructions on the App to do so. We may suspend or cancel access to the Card if your conduct is found to be in breach of these Card Terms and Conditions or the Payit Terms and Conditions, or in breach of applicable laws or regulations. We will not be liable to you or any third party for any restriction, suspension or termination of your use of your Card.

5. Using your Card.

5.1 You must ensure that your Payit Account has sufficient funds before you use the Card. Insufficient funds will result in transactions being rejected.

5.2 You may use your Card:

(a) in the UAE (Jaywan Card) and other jurisdictions, as provided in the Key Facts Statement. However, due to legal, regulatory, and other restrictions, a Card may not operate in some countries and may not be accepted at some merchant locations which are not in compliance with our internal policies, as determined at our sole discretion;

(b) to carry out transactions such as cash withdrawals; and

(c) to make payments for goods and services either online or at any relevant merchants where the Visa or Mastercard logo (as the case may be) is displayed and accepted.

(d) Jaywan cards can only be used for purchases, online transactions, and ATM withdrawals within the UAE.

5.3 You should not use your Card to pay for anything illegal or for any unlawful purpose, including the purchase of services prohibited by local law or any applicable jurisdiction. Merchants we approve to accept the Card offered under these Card Terms and Conditions are required to comply with our acceptable use policies. If they breach these policies, we shall be entitled to suspend your Card or terminate these Card Terms and Conditions between us.

5.4 Please note that whilst the Card allows you to initiate transactions and pay or receive payment for products or services, we are not party to any transaction you enter into with another person using the Card. The merchants will be solely responsible for the products or services they provide.

5.5 Where Cards are Visa or Mastercard scheme enabled (or another card scheme provider) then we are subject to their Card Scheme Rules. The relevant card scheme provider may terminate your use of the Card in certain circumstances.

5.6 The Card belongs to us and we may ask you to stop using your Card and return it to us or destroy it. We may at any time suspend, restrict, or cancel your Card or refuse to issue or replace a Card for reasons relating to the following:

(a) we are concerned about security of the Card we have issued to you;

(b) we suspect your Card is being used in an unauthorized or fraudulent manner; or

(c) we need to do so to comply with the law.

(d) If the Letsgo Payit Card is not activated in the manner or if no transactions are made within the period of 90 days, the Bank may cancel the Letsgo Payit Card. Any new Letsgo Payit Card requested by the Customer shall be issued at the expense of the Customer

If we do this, we will tell you as soon as we can or are permitted to do so after we have taken these steps.

5.7 Like other payment cards, we cannot guarantee a merchant will accept your Card. We may also refuse to pay a transaction:

(a) if we are concerned about security of your Card or we suspect your Card is being used in an unauthorized or fraudulent manner;

(b) if we have reasonable grounds to believe that you are acting in breach of these Card Terms and Conditions; or

(c) if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently).

5.8 A transaction will be regarded as authorized by you where you:

(a) authorize the transaction at the point of sale by following the instruction provided by the merchant to authorize the transaction, which may include:

(i) entering your PIN or providing any other part of a security code;

(ii) providing the Card details and/or providing any other details as requested;

(iii) waving/swiping the Card over a card reader or inserting your Card into a card reading device for the purpose of making a payment; or

(b) insert a Card and enter your PIN to request a cash withdrawal at an ATM.

5.9 Authorisation for a transaction may not be withdrawn (or revoked) by you after the time it is received by us.

5.10 All Card transactions will be subject to maximum daily restrictions on the value of such transactions (whether individually or in aggregate), and any other conditions as we may deem appropriate. Limits will be as set out in the Key Facts Statement.

6. Redeeming funds from your Card.

6.1 You may redeem funds from your Card in accordance with these Card Terms and Conditions, provided this is not prevented by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.

6.2 Payment will be made after any pending transactions have been charged to your Payit account and you agree that the transaction will be made by us up to five (5) business days after the date of your request. You may cancel your request at any time until it is processed by us.

6.3 If you do not make a request to redeem your funds, as held on your Card by any relevant expiry date, we may deal with your funds as we see fit, provided we do so in accordance with applicable law.

7. Charges

7.1 We will impose fees and charges for your use of the Card. Fees and charges will be deducted from your Payit Account when you use the Card, or in such other manner as communicated to you from time to time. If there is no available balance or the fees/charges due exceed the available balance, a transaction will be cancelled and not processed.

7.2 Information on our fees and charges are set out on our website and App.

7.3 We reserve the right to amend our fees and charges at any time by giving you at least sixty (60) days' notice.

8. Security

8.1 After activating your Card on the App, you should secure your Card with the same care you would for cash. Once your Card is activated you will need to use your security code (e.g. a PIN) to authorize certain transactions.

8.2 The Card and related PIN is issued by us at your risk. We will not be responsible for the loss/misuse of the Card and/or PIN. You should treat your Card like cash. If it is lost or stolen, you may lose some or all your money on your Card, in the same way as if you lost cash in your wallet or purse. As a result, you must keep your Card safe and not let anyone else use it.

8.3 You must keep all security codes and PINs confidential and not disclose or make these available to anyone else. You must exercise due care to prevent any loss, theft or wrongful use of any security code and must ensure the safe and proper custody of your Card(s). You must not use a Card in a manner which may permit alteration, fraud, or forgery.

8.4 You should inform us immediately by contacting us via call center, App or website if your Card is lost or stolen, or security information such as your PIN, is compromised in any way, so that we can deactivate your Card. Unless and until we have received that notification, you will be responsible for any instruction or transactions which have been processed through the use of your security code.

8.5 We may apply additional customer authentication measures from time to time, as required by or consistent with applicable law, such as secure one-time passwords sent to you by email or by mobile telephone, by biometric or other measures.

9. Unauthorized transactions

You must contact us immediately by email at help@payit.ae or via the App if there is a transaction on your Payit Account that you do not recognize or which you think is incorrect.

10. Use of your information

You agree that we may collect, transmit, store and use technical, location and login or other personal information about you and your use of the Card through the App.

11. Changes

We may amend these Card Terms and Conditions in accordance with clause 19 of the Payit Terms and Conditions.

PAYIT "MONEY ON DEMAND" TERMS AND CONDITIONS

1. Loan Terms and Conditions

1.1 These Loan Terms and Conditions set out the legal basis on which you can obtain a Payit Loan.

> **Please read the Loan Terms and Conditions, together with the Key Facts Statement, carefully as they will be legally binding on you when you apply for and obtain a Payit Loan.**
>
> **If there is anything you do not understand or agree with, you should contact us as soon as possible.**
>
> **If you do not wish to be bound by these Loan Terms and Conditions, you should not select "Accept" and you will not be able to obtain a Payit Loan.**

1.2 These Loan Terms Conditions supplement the Payit Terms and Conditions that apply to your Payit Account and all the terms of your Payit Terms and Conditions continue to apply. In the event of any conflict or inconsistency between the Payit Terms and Conditions and these Loan Terms and Conditions, these Loan Terms and Conditions will prevail.

1.3 In these Loan Terms and Conditions, "you" and "your" refer to a person who applies for or obtains a Payit Loan and "we," "our," and "us" refer to the Bank. Capitalised terms used, but not defined, in these Loan Terms and Conditions will have the meaning given to them in the Payit Terms and Conditions.

1.4 These Loan Terms and Conditions, and any amendments made to them, will be made available to you at https://payit.ae/terms-conditions/ and via the App.

2. Cooling-off period

2.1 If you decide not to proceed with obtaining a Payit Loan, you may change your mind within five (5) business days of agreeing to these Loan Terms and Conditions. This is known as the 'cooling-off period'. You can exercise this right by contacting us at help@payit.ae or via the App.

2.2 Your cooling-off period must have expired, or been waived, before we will make the amount of your Payit Loan available to you.

3. Eligibility

3.1 You must have an active Payit Account and have completed the full registration process in connection with your Payit Account in order to be eligible for a Payit Loan.

3.2 Additional eligibility criteria for Payit Loans are determined by us in our absolute discretion.

4. Applying for and obtaining a Payit Loan

4.1 Applying for a Payit Loan. You can apply for a Payit Loan via the App and you must provide any information or documentation that we require. We are entitled (in our absolute discretion) to refuse an application for a Payit Loan. Where permitted by applicable law, we will endeavour to provide the reasons for any such refusal.

4.2 How much you can potentially borrow. Payit Loans are loans of a fixed amount between D300 and 4,000. The maximum loan amount that you can obtain will be determined by us (in our absolute discretion) in accordance with our eligibility criteria and credit assessment processes. This will include, for example, verifying your monthly salary. We will tell you the maximum amount that you can borrow in the App during the application process.

4.3 Linked Card. When you apply for a Payit Loan you will be required to provide details of a debit card or payroll card held in your name that will be linked to your Payit Loan and charged if you fail to repay your Payit Loan on time (the "**Linked Card**"). You will not be able to apply for and obtain a Payit Loan without providing details of your Linked Card.

4.4 Agreeing to these Loan Terms and Conditions. If your application is approved, you will be required to agree to these Loan Terms and Conditions which will become legally binding on you.

4.5 Amount of your Payit Loan. The specific amount of your Payit Loan will be visible to you at all times in the App.

4.6 How we will provide your Payit Loan. If your application is approved, we will provide the Payit Loan to you by making the loan amount available to you in your Payit Account within 24 hours from (i) you accepting these Loan Terms and Conditions; or (ii) the expiry of your cooling-off period, whichever comes later. As stated in clause 3.2 above, your cooling-off period must have expired, or been waived, before we will make the amount of your Payit Loan available to you.

4.7 Obtaining further Payit Loans. You may only have one active Payit Loan at any given time. If you wish to obtain a further Payit Loan, you must repay the entire outstanding balance on your existing Payit Loan, together with any applicable fees or charges, before submitting an application for another Payit Loan.

5. Repaying your Payit Loan

5.1 Repayment Date. Your Payit Loan is repayable in one instalment 30 days from when you first use all or part of your Payit Loan. What this means is that even if you do not spend all of your Payit Loan at once, the full amount will be repayable 30 days from when you first spend any part of your Payit Loan (the **Repayment Date**).

5.2 How repayment is made. Your Payit Loan is repaid directly from your Payit Account and you will be required to pre-authorise us to take payment on the Repayment Date. If you do not have sufficient funds in your Payit Account on the Repayment Date, we will attempt to take payment from your Linked Card on the Repayment Date.

> **You must ensure that there are sufficient funds in your Payit Account, or available via your Linked Card, on the Repayment Date.**
>
> **If you fail to repay your Payit Loan by the Repayment Date it may have serious consequences. You will have to pay additional fees and we will report the missed payment to Al Etihad Credit Bureau meaning that your credit records may be affected, making it harder or more expensive for you to obtain credit in the future. We may also take legal proceedings against you to recover what you owe.**

5.3 Late payment. If all or part of your Payit Loan remains outstanding after the Repayment Date, we will attempt to take payment from your Linked Card once every seven (7) days for the next thirty (30) days. For example:

If your Repayment Date is the 1st of the month, we will attempt to take payment from your Payit Account on the 1st. If there are insufficient funds in your Payit Account on the Repayment Date, we will attempt to take payment from your Linked Card on the same date.

If all or part of the amount due remains outstanding after the 1st of the month, we will then make a maximum of four further attempts to take payment from your Linked Card. These attempts will be made on the 8th, 15th, 22nd and 29th of the month.

If your Payit Loan has not been repaid in full by the 29th of the month then we will terminate your Payit Loan and may also:

take legal proceedings against you to recover what you owe;
terminate your Payit Account in accordance with clause 18 of the Payit Terms and Conditions; and
seek to set-off what you owe against any available funds held or deposited into any other accounts you hold with us, including your Payit Account.

5.4 Confirming how much you owe. If you wish to confirm any of the details in relation to your Payit Loan, including the outstanding amount due, you may access this information via the App.

5.5 Early repayment. You may pay off some or all of what you owe at any time before the Repayment Date. This can be done via the App and no additional fees or charges will apply where you repay some or all of what you owe early.

6. Fees and charges – For fees & Charges, please refer: https://payit.ae/ondemand/kfs/

7. Statements

7.1 Where relevant, we will provide you with statements on a quarterly basis showing key information related to your Payit Loan. The statement will be sent to you by electronic means and is provided to you free of charge.

7.2 You will also always be able to access information about your Payit Loan on the App.

8. Changes

8.1 We may amend these Loan Terms and Conditions in accordance with clause 19 of the Payit Terms and Conditions.

9. Termination

9.1 You will need to pay all amounts owed to us under your Payit Loan in order to terminate your loan.

9.2 However, if you fail to comply with any of the Loan Terms and Conditions, we have the right to terminate your Payit Loan and demand that you repay any amounts you owe early.

TERMS AND CONDITIONS FOR USAGE OF MONEYGRAM SERVICES

1. Introduction

1.1 Service Provider and Agreement: The MoneyGram® money transfer service ("Service") is provided by MoneyGram Payment Systems, Inc. ("we" or "us") through a network of agents, authorised delegates, or other permitted entities ("Agents").These Terms and Conditions, along with the Documentation (as defined in Section 1.3 below) used in connection with the Service to which these Terms and Conditions may be included or attached, constitute the entire agreement ("Agreement") between us with you, the individual sender of the Service ("you" or "Sender").

1.2 Transfer Types: This Agreement and the Service allow you to send a money transfer (a "Transfer") to the person named on the form (the "Recipient ") and allows them (i) to collect in cash at a MoneyGram location (our "cash to cash" service); or (ii) to receive into their bank account or other type of physical or virtual account, for example a mobile wallet account (our "cash to account" service). These terms and conditions apply to both services, except where we say they apply to only one of them.

1.3 Documentation Requirement: You must sign any other documentation related to the Transfer, including all forms, receipts, or acknowledgments (collectively, the "Documentation") in order to use the Service.

1.4 Acknowledgment of Terms: By using, or attempting to use, the Service in any capacity, you are acknowledging that you (i) accept the terms of this Agreement and (ii) have read the Documentation relating to the Transfer and that the information as described on the Documentation is accurate.

1.5 Cash-to-Cash Mechanics: For cash-to-cash Transfers, you can either send money within the same country or to a different "receive country". The Recipient can only collect the money in the receive country stated in the form. Once the Agent has processed this form and been given your money, the Recipient can collect the money at any MoneyGram location in the receive country within minutes (during opening hours) in cash, in the currency stated in the form unless condition 2.2 below applies. We will not contact the Recipient when the money is ready to collect, so this is something you will need to do.

1.6 Service Availability: We do not offer the Service in all countries. You can call us, visit our website or ask an Agent to find out the availability of our Service, and addresses and opening times of locations offering the Service.

2. Charges and currency exchange

2.1 Fees and Exchange Rates: You must pay us the fee stated in the form. We will not charge you any other fee for the Transfer. You can only send money in a certain currency or currencies. The Agent will tell you whether a payout currency is available in the receive country and (if different to the currency in which you pay us) what exchange rate will apply. Your chosen currency, the agreed exchange rate and the converted amount will be stated in the form.

2.2 Special FX Rules for Certain Countries: For cash to cash Transfers to certain countries: (i) if the Transfer amount is stated in U.S. Dollars, and the Recipient's Agent does not pay out in that currency, they will convert the money into the local currency using either their or MoneyGram's standard exchange rate; (ii) if the money (whatever foreign currency it is sent in) is not collected within 45 days, the Recipient's Agent may recalculate the converted amount at the time of collection, using their or MoneyGram's standard exchange rate.

3. Restrictions on transfers

3.1 Transaction Limits and Refusal: There are limits on the amount you can send. The Agent will, as necessary, tell you what they are. We may refuse to send the money or allow it to be collected if we reasonably believe that: (a) by doing so we might break any law, regulation, code or other duty that applies to us; (b) doing so may expose us to action from any government or regulator; or (c) it may be linked with fraudulent or illegal activity.

4. Expired transfers

4.1 90-Day Expiration and Refunds: If you ask us to make a Transfer to be collected in cash and the Transfer amount has not been collected within 90 days, we will treat the Transfer as no longer capable of execution (an "Expired Transfer"). We will have no obligation, after that 90-day period, to execute an Expired Transfer. If an Expired Transfer occurs, you will be entitled to a refund of the amount of the Expired Transfer. If you become aware that a transferred amount has not been collected, please contact us to ask for a refund.

5. Cancelling and refunding a transfer

5.1 Cancellation Process: You do not have a right to cancel the Transfer. We may nevertheless be able to cancel it before the Recipient collects or receives the money. If you wish to cancel the Transfer and request a refund of the Transfer amount, you can ask an Agent or write to us enclosing a copy of your completed form. We aim to process such requests promptly within 30 days.

6. Identification and pay out for cash-to-cash transfers

6.1 Collection Requirements: In order to collect the money and complete a Transfer, the following must be provided: (i) Identification; (ii) the recipient's details from the form; (iii) the Sender's name; and (iv) the Transfer amount.

6.2 Security Reference and Test Question: For certain Transfers (depending on the receive country and amount – your Agent has the details) the test answer you have set in the form, and/or the 8-digit reference number given to you at the time of the Transfer, may also be required to collect the money.

6.3 Confidentiality of Details: You must not give the details referred to in condition 6.1 or (if they are required to collect the money) in condition 6.2 to anyone other than your chosen Recipient. You must also do all you reasonably can to make sure no one else can obtain them – for example, by (i) not letting anyone see the form; (ii) not writing down the test question and answer or the reference number in a way that can be recognized, nor letting anyone overhear you tell the Recipient what they are; and (c) not trusting a person (other than the Recipient) who tries to assure you it is safe to disclose some or all of those details to them.

7. Additional conditions for cash to account transfers

7.1 Recipient Account Delivery: We will send the money to the account you specify in the form. For information on when a payment will be credited to such an account, you need to contact the Recipient's account provider.

7.2 Third-Party Provider Fees: The Recipient's account provider may apply its own charges to the Transfer, which do not involve us.

7.3 Transfer Failures and Errors: If you ask us to send money to an account and the Transfer was not made properly or never arrived, we will promptly refund your money and our fee – unless we can show that the account provider received the money or that there was a mistake in the Recipient's account details that you gave us.

8. Separate arrangements

8.1 Independent Agent Services: In addition to their offering of our Service, Agents may offer you their own products or services such as currency exchange. These additional products or services are separate and independent from the Service, are offered under the Agent's own terms and conditions, and do not involve MoneyGram in any way. These additional products and services are likely to have their own fees associated with them.

9. Our liability

9.1 Force Majeure and Legal Exemptions: We will not be liable to you if we break this Agreement due to: (i) abnormal and unforeseeable circumstances outside our control where we could not avoid breaking this Agreement despite all efforts to the contrary – this may include, for example, delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures; or (ii) our obligations under English or other applicable laws to which we may be subject to.

9.2 Liability Cap and Exclusions: We are not liable to you for more than the amount of money you send and our fee. We will not be liable for any incidental, indirect, special or consequential losses or costs you suffer or, as this Agreement is made with you as a consumer, any business losses or costs (such as loss of business profits or opportunities).

9.3 Eligibility, Fraud, and Lawful Use: Our Service is for persons 18 years and over and may not be used for escrow or trust or gambling purposes, and may only be used for a lawful purpose. Please also read the fraud warnings on the form. If you ask us to pay someone who turns out to have defrauded you, or who fails to meet their obligations to you, we will not be liable as a result.

10. Other terms

10.1 Regulatory Reporting: We will report money transfers to any government authorities if we are required to do so by law.

10.2 Non-Deposit Status: The Transfer and use of our Service does not involve you or the Recipient having a "deposit" or an account with MoneyGram.

10.3 Governing Language: These conditions have been prepared, and will be executed, in the English language, which shall be the governing language for all purposes. In the event of any conflict between the English version of the Agreement and any translated version of the Agreement, the English version of the Agreement shall govern and we will communicate with you in English.

11. Data protection and privacy

11.1 Consent to Processing: By continuing with the transaction, you consent to the collection, use, disclosure, and transfer (including cross-border transfer) of your personal information as described in our Privacy Notice, which is available on our website at www.moneygram.com/privacy-notice.

12. Recipient Data Authorization

12.1 Third-Party Data Provision: By continuing with the transaction, you acknowledge that you are authorized to provide the personal information of the recipient to MoneyGram. Your and the recipient's information you provide will be used, disclosed, and transferred, including international transfers, as described in our Privacy Notice. For details on our privacy practices and your rights, please visit www.moneygram.com/privacy-notice.

13. Contact details and customer service information

13.1 Customer Complaints Procedure: We are committed to ensuring that you receive high quality service from us. In the event that you are dissatisfied with our Service or believe an error has occurred with your Transfer, please contact us as soon as possible. For full details of our complaint's procedure or consumer protection advice, or to submit a complaint, you can:

a) Visit our website moneygram.com and submit the online form;
b) Write an email to customerservice@moneygram.com; or
c) Write to us at: Complaints Manager, MoneyGram International, Konstruktorska Business Centre, 13 Konstruktorska Street, Warsaw, Poland 02-673

RATIBI "MONEY ON DEMAND" TERMS AND CONDITIONS

1. Loan Terms and Conditions

1.1 Legal Basis: These Loan Terms and Conditions set out the legal basis on which you can obtain a Payit Loan. These Loan Terms Conditions supplement the Payit Terms and Conditions that apply to your Payit Account and all the terms of your Payit Terms and Conditions continue to apply. In the event of any conflict or inconsistency between the Payit Terms and Conditions and these Loan Terms and Conditions, these Loan Terms and Conditions will prevail.

1.2 Definitions and Availability: In these Loan Terms and Conditions, "you" and "your" refer to a person who applies for or obtains a Payit Loan and "we," "our," and "us" refer to the Bank. Capitalised terms used, but not defined, in these Loan Terms and Conditions will have the meaning given to them in the Payit Terms and Conditions. These Loan Terms and Conditions, and any amendments made to them, will be made available to you at https://payit.ae/terms-conditions/ and via the App.

2. Cooling-off period

2.1 Cancellation Right and Disbursement: If you decide not to proceed with obtaining a Payit Loan, you may change your mind within five (5) business days of agreeing to these Loan Terms and Conditions. This is known as the 'cooling-off period'. You can exercise this right by contacting us at help@payit.ae or via the App. Your cooling-off period must have expired, or been waived, before we will make the amount of your Payit Loan available to you.

3. Eligibility

3.1 Criteria Requirements: You must have an active Payit Account and have completed the full registration process in connection with your Payit Account in order to be eligible for a Payit Loan. Additional eligibility criteria for Payit Loans are determined by us in our absolute discretion.

4. Applying for and obtaining a Payit Loan

4.1 Applying for a Payit Loan: You can apply for a Payit Loan via the App and you must provide any information or documentation that we require. We are entitled (in our absolute discretion) to refuse an application for a Payit Loan. Where permitted by applicable law, we will endeavour to provide the reasons for any such refusal.

4.2 How much you can potentially borrow: Payit Loans are loans of a fixed amount between D300 and 4,000. The maximum loan amount that you can obtain will be determined by us (in our absolute discretion) in accordance with our eligibility criteria and credit assessment processes. This will include, for example, verifying your monthly salary. We will tell you the maximum amount that you can borrow in the App during the application process.

4.3 Linked Card: When you apply for a Payit Loan you will be required to provide details of a debit card or payroll card held in your name that will be linked to your Payit Loan and charged if you fail to repay your Payit Loan on time (the "Linked Card"). You will not be able to apply for and obtain a Payit Loan without providing details of your Linked Card.

4.4 Agreeing to these Loan Terms and Conditions: If your application is approved, you will be required to agree to these Loan Terms and Conditions which will become legally binding on you.

4.5 Amount of your Payit Loan: The specific amount of your Payit Loan will be visible to you at all times in the App.

4.6 How we will provide your Payit Loan: If your application is approved, we will provide the Payit Loan to you by making the loan amount available to you in your Payit Account within 24 hours from (i) you accepting these Loan Terms and Conditions; or (ii) the expiry of your cooling-off period, whichever comes later. As stated in clause 3.2 above, your cooling-off period must have expired, or been waived, before we will make the amount of your Payit Loan available to you.

4.7 Obtaining further Payit Loans: You may only have one active Payit Loan at any given time. If you wish to obtain a further Payit Loan, you must repay the entire outstanding balance on your existing Payit Loan, together with any applicable fees or charges, before submitting an application for another Payit Loan.

5. Repaying your Payit Loan

5.1 Repayment Date: Your Payit Loan is repayable in one instalment 30 days from when you first use all or part of your Payit Loan. What this means is that even if you do not spend all of your Payit Loan at once, the full amount will be repayable 30 days from when you first spend any part of your Payit Loan (the Repayment Date).

5.2 How repayment is made: Your Payit Loan is repaid directly from your Payit Account and you will be required to pre-authorise us to take payment on the Repayment Date. If you do not have sufficient funds in your Payit Account on the Repayment Date, we will attempt to take payment from your Linked Card on the Repayment Date. You must ensure that there are sufficient funds in your Payit Account, or available via your Linked Card, on the Repayment Date. If you fail to repay your Payit Loan by the Repayment Date it may have serious consequences. You will have to pay additional fees and we will report the missed payment to Al Etihad Credit Bureau meaning that your credit records may be affected, making it harder or more expensive for you to obtain credit in the future. We may also take legal proceedings against you to recover what you owe.

5.3 Late payment Collection: If all or part of your Payit Loan remains outstanding after the Repayment Date, we will attempt to take payment from your Linked Card once every seven (7) days for the next thirty (30) days. For example: If your Repayment Date is the 1st of the month, we will attempt to take payment from your Payit Account on the 1st. If there are insufficient funds in your Payit Account on the Repayment Date, we will attempt to take payment from your Linked Card on the same date. If all or part of the amount due remains outstanding after the 1st of the month, we will then make a maximum of four further attempts to take payment from your Linked Card. These attempts will be made on the 8th, 15th, 22nd and 29th of the month. If your Payit Loan has not been repaid in full by the 29th of the month then we will terminate your Payit Loan and may also take legal proceedings against you to recover what you owe.

5.4 Default Penalties and Termination: We may terminate your Payit Account in accordance with clause 18 of the Payit Terms and Conditions.

5.5 Set-off Rights: We may seek to set-off what you owe against any available funds held or deposited into any other accounts you hold with us, including your Payit Account.

5.6 Confirming how much you owe: If you wish to confirm any of the details in relation to your Payit Loan, including the outstanding amount due, you may access this information via the App.

5.7 Early repayment: You may pay off some or all of what you owe at any time before the Repayment Date. This can be done via the App and no additional fees or charges will apply where you repay some or all of what you owe early.

6. Fees and charges

6.1 Applicable Fees: The following fees and charges are applicable to your Payit Loan.

7. Statements

7.1 Issuance and Access: Where relevant, we will provide you with statements on a quarterly basis showing key information related to your Payit Loan. The statement will be sent to you by electronic means and is provided to you free of charge. You will also always be able to access information about your Payit Loan on the App.

8. Changes

8.1 Amendments: We may amend these Loan Terms and Conditions in accordance with clause 19 of the Payit Terms and Conditions.

9. Termination

9.1 Settlement and Acceleration: You will need to pay all amounts owed to us under your Payit Loan in order to terminate your loan. However, if you fail to comply with any of the Loan Terms and Conditions, we have the right to terminate your Payit Loan and demand that you repay any amounts you owe early.