

Terms & Conditions

The following Terms and Conditions shall govern the use of the Tap & Pay service offered by Allied Bank Limited (hereinafter the “Bank” or “ABL”). Tap & Pay is a virtual Card which enables the Customer to make payments at participating merchants who accept contactless payment or where the “Tap & Pay” logo or any other sign communicated by the Bank is displayed allowing real time merchant payments.

The Customer must ensure that they have read and understood these Terms & Conditions prior to digitalizing cards to or use of the Tap & Pay service. Adding or using the Tap & Pay service through myABL shall constitute acceptance on the part of the Customer to these Terms and Conditions. These Terms and Conditions are in addition to and shall supplement the terms & conditions for use of Cards agreed to by the Customer at the time of applying for or issuance of the Cards by ABL.

DEFINITIONS:

The following terms used in these terms and conditions shall have the meaning ascribed against them:

- **Customer** means a myABL App user having an account and debit card with ABL.
- **Card(s)** means debit card and/or prepaid card issued by ABL to the Customer and which has not expired, been blocked, suspended or cancelled.
- **Device** means a NFC enabled Android smartphone tablet or Android based smart watches which the Bank, at its sole discretion, determines to be secure and eligible for use with the Tap & Pay service.
- **Tap & Pay** means a mobile payment service, which allows Customers to make payments through Devices using the Cards registered on these Devices.
- **Passcode** means a string of characters or a pattern including biometric identifiers used as a password to access or unlock the Device.
- **Default Card** means the Card that will be used by default for purchases and/or payments. It is usually the latest card registered in the Tap & Pay service and can be changed at any time.

The Bank shall not be liable for any loss and/or damages whether monetary or otherwise suffered by the Customer resulting from the misuse and/or unauthorized use of Tap & Pay resulting due to the Customer's failure to comply with the Terms & Conditions of Tap & Pay Service.

TERMS AND CONDITIONS OF THE TAP & PAY SERVICE:

- The Bank reserves the right to accept or reject the Customer's application/request for subscription to Tap & Pay Service at its sole discretion.
- The Customer hereby absolves the Bank from any liability, loss and/or damage suffered by the Customer resulting from the Customer's failure to follow these Terms and Conditions.
- In order to subscribe and avail Tap & Pay Service, the Customer must be an existing user of the Bank's 'my ABL' application. Otherwise, the Customer shall

be required to download and install the myABL application on his/her device from the Google Play Store. However, the Bank shall not be responsible for any loss and/or damage suffered by the Customer for malware or use of a third-party app store or unauthorised Mobile Application

- The Customer shall be solely responsible and liable to maintain the physical security of the Device as well as the confidentiality of the Device's lock code, PIN, passcode, the Bank application credentials for mobile devices and other means used to access the Bank's Card credentials, any personal information, and other payment information related to the Device. The Customer shall also bear full responsibility when sharing the Device or the means of accessing the Device with any other person, thus enabling that person to use the Card and access personal information and payment information available through Tap & Pay. The Customer must therefore secure the Device and credentials in the same way that he/she maintains his/her cash, prepaid cards, direct debit cards, credit cards, PINs and other passwords. In addition, the Customer must set up and enable the Device lock code feature which requires a fingerprint or PIN code, password or pattern to unlock the device.
- Multiple Cards can be registered for use via the Tap & Pay, each of which will be linked separately within the myABL App. Transactions will be processed based on the default card marked within the App.
- Customer shall ensure that any Device employed for use of Tap & Pay is NFC enabled with the latest Android operating system.
- In the event of a breach of the confidentiality of the Device or disclosure of the Device Passcode (whether authorized or otherwise), the Customer shall be solely responsible for all losses and damages suffered including but not limited to any fees and/or costs attracted resulting from transactions carried out as a result of the breach.
- The Customer agrees to notify the Bank immediately by contacting Allied Phone Banking to block/deactivate the Cards registered by the Customer for Tap & Pay, in the event that the Passcode is compromised or disclosed to another person or entity or in the event of any fraud, loss or theft of the Device. Tap & Pay Customer shall be solely responsible and liable for any loss and/or damages, whether monetary or otherwise, suffered by the Customer due to delay in or failure on the part of the Customer to request the Bank for immediate deactivation and/or blocking the compromised Card(s). It is clarified that deactivation/blockage of the Tap & Pay service shall not affect the Customer's use of the physical plastic card(s).
- When adding a Card to the Tap & Pay service, the Bank will collect certain information from the Customer for the purpose of verifying their identity, in order to enable them to use the Card and to make transactions through Tap & Pay.
- The Customer agrees that the Bank may periodically collect and use technical data and related information, including, but not limited to, technical information about the Customer's Device to facilitate the updates to the Bank's services. The Customer also agrees that the Bank may use this information to improve its products or to provide services or technologies to the Customer as long as this is done in a manner that does not personally identify the Customer.
- The Customer may receive Push/In App notifications from the myABL application, reflecting the Card account activity, these notifications require the availability of an active data and/or Wi-Fi connection. The said notifications may be displayed on a locked or inactive Device screen within the notification tray

at the top of the home screen, and they can be displayed even when the Device is locked. It should be noted that the Card account activity displayed through these notifications does not include the Customer's name or account information. If the Customer does not wish to receive Push/In App notifications, they may disable them through the Device settings or application settings.

- In the event that the Customer deletes one of the Cards registered in Tap & Pay on any Device, the Bank will continue to allow the use of such Card on the Other Devices on which the Customer added the Card, If the Customer does not wish to use the Card on Other Devices, they must delete the Card manually from the Other Devices.
- The Tap & Pay service is not available on rooted Android Devices. The Customer must use the original Android operating system to be able to use Tap & Pay.
- The Customer acknowledges that all the transactions carried out through Tap & Pay have been made by the Customer and they have the legal force of official documents, and can be used as conclusive evidence against the Customer. The Customer also declares that the Bank shall not bear any responsibility resulting from any of the transactions carried out through Tap & Pay.
- The Bank shall not be responsible for any damage that the Customer may suffer as a result of communication networks or poor transmission and/or reception. In addition, the Bank shall not be responsible for any deliberate malfunction resulting from hacking the Customer's Device.
- The Bank has the right to suspend and/or temporarily block or cancel Tap & Pay if the Customer breaches their contractual obligations with the Bank.
- The Bank has the right, at any time and without prior notice, to amend, add, change and/or cancel any of Tap & Pay terms & condition provided within Tap & Pay, or to do the same in respect of the software used in Tap & Pay after informing the Customer.
- In the event that the Customer no longer desires to utilize or use Tap & Pay, the Customer shall delete the Card(s) created using Tap & Pay which shall signify discontinuation of Tap & Pay usage by the Customer against the respective Card(s).
- The Customer acknowledges that receiving a Push/In App for the transactions made on his/her account, relieves the Bank from any obligation to send any other written notices. Moreover, Customer waives any right to object to the non-delivery of the message due to circumstances beyond reasonable control of the Bank or otherwise, including but not limited to device or mobile phone switched off, network down, device / mobile is in out of service area etc.
- If the Customer receives a text message from the Bank in error, the Customer acknowledges that the Bank shall not be liable for any damage or incur any liability as a result thereof.
- The Bank shall not bear any responsibility in the event of irregular or interrupted service or inaccuracy in the information extracted through it.
- The Bank has the authority to stop and/or block the service(s) if the Bank suspects or otherwise there is a reason to believe that any data breach happened or there is compromise of customer's personal information or data, password, PIN etc. without any responsibility on its part. The Bank uses all the possible security means to protect the Customer from the risks of open communication networks, the Bank shall not be responsible for any damage that the Customer may suffer as a result of the risks arising from the use of

these networks and the Customer alone shall bear all risks resulting from the use of Tap & Pay Service.

- The Customer acknowledges the accuracy of the Bank's records and agrees to consider it as conclusive, final and binding evidence for all purpose and intent.
- The Customer understands that all types of electronic transactions related to banking are correct and admissible as evidence against the Customer. The Customer agrees that the mere dispatch of an information message to the Customer is considered decisive evidence of the Customer's receipt of the same and such message shall have full legal effect against the Customer.