

Sharjah Islamic Bank Terms & Conditions Related to Mobile Card Payment ("Mobile Card Payment Terms & Conditions")

By continuing, registering, adding, activating or using the Mobile Card Payment service ("Mobile Payment") the Card Member is acknowledging, accepting and agreeing that he / she has read and agreed to be bound by these Samsung Pay Terms and Conditions (Terms & Conditions), and his / her acceptance will be considered binding as if his / her manual signature is provided. The Card Member also agrees that the contents of these Terms & Conditions, including later amendments which Sharjah Islamic Bank ("SIB" or "the Bank") may make from time to time will be binding. If the Card Member does not agree to provide his / her consent or otherwise does not want to use the Mobile Payment, the Card Member may not proceed.

1. Definitions

In these Mobile Card Terms and Conditions, the following definitions apply:

Card, means any of the Card Member Cards including, but not limited to, Debit Card, Credit Card, Prepaid Card – Primary or Supplementary – that is issued by the Bank;

Card Account, means any account pertaining to the Card(s) issued by the Bank from time to time, as the case may be, opened by the Bank for the purpose of entering debits/charges incurred against services provided to the Card Member and Supplementary Card member, if any, under these Terms and Conditions and includes, without limitation, all debits incurred resulting from cash withdrawals and/or charges and/or liabilities arising out of or in connection with any Mobile Card Transaction or otherwise.

Card Member, means a person to whom the Card is issued by the Bank;

Competent Device, means the smartphone, tablet or any other device that has an enabled Mobile Wallet or mobile payment functionality;

Device Passcode, means the passcode the Card Member uses to access his / her Competent Device;

Mobile Card, means the digital version of the Card, which the Card Member stores in the Mobile Wallet of his / her Competent Device;

Mobile Card Transaction means any transaction executed through the Mobile Card;

Mobile Wallet means a wallet application provided by a Mobile Wallet Provider, installed on a Competent Device in which the Card Member Mobile Card is stored;

Mobile Wallet Provider means the provider of the Mobile Wallet on the Card Member Competent Device.

2. Scope of the Mobile Card Terms and Condition

2.1 These Mobile Card Terms and Conditions apply when the Card Member registers or adds his / her Card to a Mobile Wallet of his / her Competent Device.

2.2 These Mobile Card Terms and Conditions supplement the Bank Credit Card Terms and Conditions and/or Agreement(s), together, they govern the Card Member Mobile Card. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the relevant Bank Card(s) Terms and Conditions and/or Agreement(s), the provisions of the Bank Card Terms and Conditions will prevail in relation to the Mobile Card.

2.3 The Card Member may need to agree on separate terms with the Mobile Wallet Provider, which govern the registration and storage of the Card and the use of the Mobile Wallet (including the use of any data provided by the Card Member to the Mobile Wallet Provider). Those separate terms of the Mobile Wallet Provider that the Card Member agrees with, should neither change nor override nor substitute these Mobile Card Terms and Conditions or the Bank Card Terms and Conditions,

3. Registration

3.1 The Card Member will be able to add a digital version of his / her Card in his / her Mobile Wallet if his / her Card and his / her Card Account is in good standing.

3.2 Prior to adding the Card in the Mobile Wallet, the physical Card should be in active, valid and functional status.

3.3 The Card Member may add a Card in his / her Mobile Wallet by following the instructions of the Mobile Wallet Provider. The Card Member acknowledges that the Mobile Wallet Provider has the rights to decline the addition of the Card Member's Card or to suspend, delete or reactivate a Mobile Card added in the Mobile Wallet. The Bank shall not be liable if the Card Member is unable to add any Card for any reason.

3.4 By registering a Card in the Mobile Wallet, the Card Member accepts to receive a notification by a Short Message Service (SMS) or an Electronic Mail (email) or any other mean on the Card Member mobile number or email registered with the Bank for verification and activation purposes. If the Bank does not have a record of the Card Member mobile number or his / her email address, the Bank will not be able to send the notification to the Card Member. In such a case, the Card Member will need to contact the Bank for the required steps to verify and activate the Mobile Card.

3.5 The Mobile Wallet Provider and/or the Bank may limit or change the number of Cards that the Card Member may add in one Mobile Wallet, from time to time. The Mobile Wallet Provider and/or the Bank may limit the number of Competent Devices in which the same Card can be added, from time to time.

4. Use of the Mobile Card

4.1 The Card Member may make and authorise transactions with his / her Mobile Card only where Mobile Wallet is accepted for payment.

4.2 The Bank will neither be liable nor responsible in case of any denial of use or unacceptance of the Mobile Card by any retailer at any purchase terminal / machine.

4.3 The Card Member may place his / her Competent Device near the payment machine or terminal, and verify the identity, as determined by the Mobile Wallet Provider, in order to make and authorise a transaction.

4.4 The Card Member should not use the Mobile Card for cash withdrawals or cash advance from any counter.

4.5 The Card Member will not be able to use the Mobile Card for purchases exceeding a certain limit(s), in terms of amount or number of transactions. The limit per transaction may vary from country to country.

5. Card Account

5.1 The physical Card and the Mobile Card constitutes one, and the same card, they both share the same Card Account.

5.2 All Mobile Card Transactions shall be billed to the same Card Account and shall appear in the same statement of the physical Card. The Card Member will not receive a separate statement for his / her Mobile Card Transactions.

5.3 The Mobile Card shall share the limit or balance available in the Card Account of the physical. There will not be a separate limit for the Mobile Card.

6. Acknowledgment of Risk and Responsibility

6.1 The Card Member acknowledges and accepts the risk of incurring any loss, which may arise from, or in connection with unauthorized transactions made on the Mobile Card. The Card Member undertakes to be liable for all transactions incurred using the Mobile Card whether the transactions were properly authorised by the Card Member or not. It is the Card Member responsibility to take security measures to protect the use of the Mobile Card, Mobile Wallet and Competent Device.

6.2 The Card Member should:

6.2.1 Remove the Mobile Card from the Mobile Wallet upon termination of his / her Mobile Card.

6.2.2 Delete his / her Mobile Card from the Mobile Wallet before he / she disposes any of the Competent Devices by, for example, selling or giving it to someone else or pass his / her Competent Device temporarily to someone else, like repair or maintenance, etc.;

6.2.3 Use alphanumeric code as Device Passcode and change the Device Passcode regularly;

6.2.4 Never install or launch Mobile Wallet in a smartphone or other device with any pirated, hacked, fake or unauthorised application;

6.2.5 Never tell anyone else the Device Passcode or write down or keep the Device Passcode close to the Competent Device;

6.2.6 Never choose obvious numbers as Device Passcode, such as date of birth, telephone number, number with same digits or any other number that can be easily guessed;

6.2.7 Never store anyone else's fingerprint or biometric credentials in his / her Competent Device; Never allow anyone else to use or log on to his / her Competent Device and/or Mobile Wallet;

6.2.8 Safeguard the Mobile Wallet and Competent Device and keep them under his / her personal control at all times; Take reasonable precautions to keep the Card details and security details relating to the Mobile Card, Mobile Wallet and Competent Device (including his / her Device Passcode, fingerprint and/or any other biometric credentials stored in his / her Competent Device and/or any cloud storage platform) safe and to prevent loss, theft or fraudulent use;

An active internet connection may be required to make purchases in-store using the Mobile Card. If the Card Member is able to make in-store purchase(s) without an active internet connection, the number of transactions that the Card Member will be able to conduct in this manner may be limited, after which the Card Member will need to connect to the internet to make additional purchase(s). The Card Member will require an internet connection, compatible telecommunications equipment and a mobile phone service plan (if applicable) in order to register, add and use the Mobile Card. The Card Member is responsible for any amount, which may be charged by his / her mobile carrier and agrees to be solely responsible for such fees. The Card Member will have to use a Competent Device of a type and model specified by the Bank and/or the Mobile Wallet Provider, in order to register, add and/or use the Card / the Mobile Card in his / her Mobile Wallet. The Competent Device type and model may change, from time to time, by the Bank and/or the Mobile Wallet Provider without prior notice. The Card Member is fully responsible for any disclosure of his / her Card details, Device Passcode or other security details relating to the Competent Device, Mobile Wallet and Mobile Card to any other person, even if such disclosure is accidental or unauthorised. The Card Member will bear all risks and consequences of the Mobile Wallet and Mobile Card being used by unauthorised persons or for unauthorised purposes up until the Bank is notified of such unauthorized use.

7. Loss, Theft or Misuse

7.1 The Card Member must immediately notify the Bank in the event of loss or theft or unauthorized possession or usage of the Competent Device or in the event of any unauthorized usage of the Mobile Card or in case the security details were disclosed, or in any similar case(s);

7.2 The Card Member will be liable for all unauthorized Mobile Card Transactions made on the Mobile Card prior to reporting the events stipulated in 7.1. to the Bank;

7.3 In case the physical Card is ceased to work due to being deactivated or blocked or cancelled or closed or for any other reason, the Mobile Card will also be cease to work.

8. Limitation of our Liability

8.1 The Card Member acknowledges and accepts that the Mobile Wallet is made available to the Card Member by the Mobile Wallet Provider to be used on Competent Device(s) and therefore the Bank has no control over the Mobile Wallet platform or the Competent Device(s), the Bank is not responsible for any failure of the Mobile Wallet or the Competent Device, or on the inability to use the Mobile Wallet or the Competent Device for any transaction. The Bank is not responsible for the performance or non-performance of the Mobile Wallet Provider or any third parties that may affect the use of the Mobile Wallet. The Bank is not responsible for any loss that the Card Member may suffer or incur in relation to his / her inability to use the Mobile Wallet (including his / her Mobile Card);

8.2 The Bank is not liable to refund any unauthorized transaction(s) to the Card Member where the Card Member fails to take appropriate security measures, including those provided in Clause 6;

9. Intellectual Property Rights

9.1 The Card Member acknowledges and agrees that any and all intellectual property rights in and relating to the implementation of the Mobile Card Payment Terms & Conditions, which have been produced by or for the Bank belong solely to the Bank. The Bank shall have the absolute right to utilize the intellectual property rights to its benefit and advantage and make any alteration or improvement thereof at any time, in any manner it deems fit.

9.2 The Card Member has no right or interest in the intellectual property rights by virtue of the Mobile Card Payment Terms & Conditions.

9.3 In relation to the intellectual property rights which are the subject of the Mobile Card Payment Terms & Conditions. the Card Member shall abide by the following:

(a) the Card Member shall not sell, give, grant, assign or in any way dispose or attempt to dispose of the intellectual property rights to any third party;

(b) the Card Member shall not register or apply for registration of any intellectual property rights in the UAE or in any other country; and

(c) the Card Member shall not in any way infringe the intellectual property rights.

9.4 The Card Member agrees to notify the Bank as soon as he/she is aware of any infringement of the Bank's intellectual property rights or becomes aware of or suspects any unauthorised third party access to or use of intellectual property rights.

9.5 In case of the Card Member's violation of or infringement of the intellectual property rights by any means without the Bank's prior written and documented consent, the Bank shall be entitled to take any legal action against the Card Member and seek compensation for such infringement and/or serve a written notice to the Card Member for the termination of the services.

9.6 The Card Member agrees to treat at all times, the access rights, documentation, intellectual property rights or any other information related to the services as strictly private and confidential. The Card Member shall have no right, without the prior written consent of the Bank (which may be withheld) to use, copy, reproduce, disclose or permit any other person or business entity to use or have access to such intellectual property rights.

9.7 The Card Member acknowledges and agrees that any and all intellectual property rights in and relating to the implementation of all materials, documentation of the services and subsequent amendments including user guidelines in any form for use in connection with the implementation of the services shall constitute the property of the Bank.

9.8 The obligations of the Card Member in this clause shall continue in force notwithstanding termination of the Mobile Card Payment Terms & Conditions for whatsoever reason.

10. Personal Data

By registering, adding or using the Mobile Card in the Mobile Wallet, the Card Member acknowledges that certain Card and Card Account information may be transmitted to, and stored within the Competent Device, SIM card, with the Mobile Wallet provider and/or on the system of a third party working with the Mobile Wallet Provider, for purposes of the Mobile Wallet. Such information may be used by the Mobile Wallet Provider and/or the third party working with the Mobile Wallet Provider. The Bank shall not be responsible and has no control of the privacy and security of the Card Member personal data and information provided by the Card Member to the Mobile Wallet Provider which is governed by the privacy policy of and any agreement the Card Member may have with the Mobile Wallet Provider.

The Bank reserves the right to obtain all information as the Bank deems reasonably necessary to ensure that there is no violation of law in the Card Member's use of the services, including, but not limited to, laws and regulations with respect to anti money laundering applicable in the UAE or of the country(s) from which Services are accessed.

The Card Member shall be responsible for the prevention of money laundering and shall ensure compliance of the same and hereby undertakes to provide to the Bank any information regarding the same as may be required by the Bank or for purposes of the compliance of the applicable laws and regulations.

11. Fees and Charges

11.1 All applicable expenses, fees, charges, etc. that apply to Card Member Card will also apply to the Mobile Card

11.2 The Card Member will bear all fees, charges and expenses imposed by any mobile phone service provider, telecommunications provider, retailer or the Mobile Wallet Provider for or in relation to adding, activating or using the Mobile Card or for making transactions using the Mobile Wallet and the Mobile Card.

11.3 The Card Member agrees to pay all fees, expenses, and charges for the use of the services which the Bank may change from time to time at its sole discretion.

12. Governing Law and Jurisdiction

Mobile Card Payment Terms & Conditions shall be governed by and construed in accordance with the Federal laws of the United Arab Emirates and regulations of Emirate of Sharjah, as applicable from time to time and the Bank and the Card Member hereby irrevocably submits to the exclusive jurisdiction of the courts in the United Arab Emirates to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with the Mobile Card Payment Terms and Conditions.