

### Consent

By enabling your credit card, debit card or prepaid card (“**Card**”) issued by The National Bank of Ras Al Khaimah (Public Joint Stock Company) (“**RAKBANK**”) for payments on the mobile payments platform provided by Samsung (“**Samsung Pay Application**”), you irrevocably authorize RAKBANK to share information related to your Card with certain third party service providers (“**Service Providers**”) to enable your Card to operate on the Samsung Pay Application and to improve their products and services. RAKBANK will provide your information to Service Providers in accordance with RAKBANK’s Privacy Policy and the Service Providers are contractually obligated to keep this information confidential. Additionally, any agreements or terms and conditions applicable to your Card will continue to apply when your Card is enrolled on the Samsung Pay Application.

### Security and Confidentiality of Access Information

You agree to keep your user name, password, personal identification number and any other security or access information for the Service (collectively, “**Access Information**”) in a secure and confidential manner. You are responsible to protect your mobile device as you would protect the Card. It is also recommended that you password protect your mobile device using a password only known to you. If you believe that anyone has gained unauthorised access to your Card account via your mobile device or otherwise you agree to advise RAKBANK of such unauthorised access immediately and as provided for in RAKBANK’s Terms and Conditions applicable to the Card.

### Limitation, Termination & Cancellation

You hereby consent to participate in the Samsung Pay Application. If at any time you wish to discontinue use of the Samsung Pay Application, you may delete your Card from the Samsung Pay Application.

Your use of the Samsung Pay Application may be subjected to general practices and limits, such as limits on the amount or number of transactions during any specified time period. RAKBANK reserves the right to impose limits on certain service features, restrict access to some or all of the services on the Samsung Pay Application, or decline to process a transaction using the Samsung Pay Application without the requirement of any prior notice to you.

### Limitation of Liability

RAKBANK IS NOT RESPONSIBLE FOR THE SERVICE AVAILABLE BY YOU THROUGH THE SAMSUNG PAY APPLICATION OR FOR YOUR USAGE OF THE SAMSUNG PAY APPLICATION. YOU HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SAMSUNG PAY APPLICATION IS AT YOUR SOLE RISK AND RAKBANK SHALL NOT BE RESPONSIBLE IN ANY MANNER WHATSOEVER FOR THE SAME INCLUDING AS TO SATISFACTORY QUALITY, PERFORMANCE, AND ACCURACY OF THE SAMSUNG PAY APPLICATION. RAKBANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND RELATED WARRANTIES AND REPRESENTATIONS WITH REGARDS TO THE SAMSUNG PAY APPLICATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RAKBANK WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. SHOULD THE SAMSUNG PAY APPLICATION PROVE DEFECTIVE, RAKBANK ASSUMES NO LIABILITY WHATSOEVER INCLUDING FOR THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION INCURRED BY YOU.

### Governing Law and Jurisdiction

These Terms and Conditions are governed by and shall be construed in accordance with the laws of the United Arab Emirates. You hereby irrevocably submit to the non-exclusive jurisdiction of Dubai Courts and agree that nothing will preclude RAKBANK from initiating legal proceedings against you before any other Court in or outside United Arab Emirates for any remedy available to RAKBANK against you.

### The Service Terms and Conditions

Samsung’s Terms and Conditions for the Samsung Pay Application describe your rights and obligations regarding the Samsung Pay Application.

By continuing, you are providing your consent electronically and agreeing and acknowledging that you have read and agree to be bound by these Terms and Conditions and your acceptance will be considered binding as if you provided a manual signature. If you do not agree to be bound by these Terms and Conditions or otherwise do not want to use the Service, please do not proceed.