

## E-wallet Service Terms & Conditions

### Definitions

- **Service:** The e-wallet service, subject of this contract, offered by the bank, whereby an e-wallet account is opened for the user to perform electronic transactions via mobile application and deposit electronic amount (e-money) equivalent to the amounts deposited in his e-wallet account.
- **Bank:** Qatar National Bank and its branches inside Egypt.
- **Service Provider:** Authorized outlets and sales team approved by the bank and the companies or institutions contracted with the bank to fill the request of joining or enabling this service where the service user can withdraw /deposit money into the e-wallet account in Egyptian Pounds. The authorized outlet should clearly put a sign with his authorization number to confirm the legality of providing this service.
- **The Service User/Client:** The natural person who subscribed to **QNB Egypt e-wallet** service, under the condition of having a valid mobile device / line that he legally purchased from one of the telecommunication companies and who accepted & signed all the terms and conditions of this agreement.
- **Electronic Balance:** The balance of the electronic money units in the e-wallet account resulting from withdrawal/deposit and Fawry transactions that were made with the knowledge of the service user, as well as those that may be transferred to the e-wallet account. This electronic balance can be transferred to any other clients or service providers and can be used as a method of payment.
- **Mobile Phone:** Any mobile device, or other device that can be connected to any telecommunication mobile network operating in the Arab Republic of Egypt.

### Service Delivery Mechanism:

- Register for the service by filing in the application at any of QNB branches or online banking service or any institution contracted with the bank or authorized sales team approved by bank.
- Download the application from the mobile applications store.
- Open e-Wallet application from your mobile and sign-up to the service by entering the mobile number and National ID.
- Enter the received activation code in the related sign-up field (The activation code is sent in SMS from the bank within two business days from registration).
- Create the 6 digits M-PIN to secure the application.
- The service user must credit his E-wallet account through Fawry machines or cash deposits at any of the service providers or through Automated Teller Machines ATM.
- Clients who have an account opened at the bank can along with crediting their balance through the above-mentioned methods credit their wallet through transfers from such bank accounts.

### The Service Usage:

- In case the application to join this service is delivered to any of the institutions or companies contracted with the bank or sales team authorized by the bank, the service shall be preliminary enabled without prejudice to the bank rights of rejecting or accepting the subscription of any client in this service, reviewing the documents presented from the clients and ensuring that no suspicions are found on the client during the period of 30 days from operating the service. Subsequently the bank has the right during this period to inform the client of subscription rejection and service cancellation.
- The Bank has the right to request the client to present any document (which the bank in its sole discretion consider important) required to enable this service. It is agreed that in case the client did not present any of the required documents during the period determined by the bank, the bank has the right to cancel the service without any other notification. It is understood that the bank has the right to stop the service temporarily during this period until the client presents the documents requested by the bank.
- The User must present an acceptable and valid proof of his/her identity to the service provider in case of withdrawal or deposit. It is agreed that the client has the right to withdraw through Automated Teller Machines ATM.
- The User has no right to deposit funds in e- wallet accounts in the name of other Users.
- If the bank discerns to amend or update any of the mobile applications which were previously downloaded on the client's mobile/device – whether such update concerns the service procedures or the safety and security of data – the bank shall thereby send a notification to the client's mobile number. In such case, the client shall download the new application through the bank's website or through the provided link.
- The User who decides to stop the mobile number linked to his e-wallet account will lose a prerequisite as a service user and hence will automatically lose his right to use the service through his suspended mobile number.
- The User acknowledge that the bank will not be responsible to bear any costs resulting from failure in internet/ telecommunication network or any failure or breakdowns in the network or mobile line.
- This service is available only on system users' mobile phones that are not Rooted/Jailbroken (used in payment transactions via mobile phone)
- It is the User's responsibility to ensure that the mobile phone's system used to access the service is not penetrated (included but not limited to Rooted/Jailbroken devices) which may jeopardize his information or impact the service functional efficiency. For avoidance of doubt, the bank shall not be liable hereof for any kind of penetration whatsoever. In addition, the bank shall not be liable for any kind of liability or related damages suffered or resulting from any of the aforementioned matter.
- The bank will not be responsible if the electronic balance was not accepted as a payment method by other parties, and will not be responsible for the goods and services that the User may buy using his/her e-wallet account and any complain from the User in this regard must be resolved directly with other parties. The bank will only be in charge of returning the money back to the user account in case of getting a correct credit note from related parties.
- It is agreed that the services subject of this agreement shall be available all day all week. For any reason in cases of crisis or disconnection of the service or in cases of severe circumstances, the bank shall ensure (without losing any data) to reactivate the service as soon as possible in accordance with the continuity plan set by the bank and in accordance to the cessation of causes and circumstances that lead to the disconnection of the service.
- In case of any inquiry or complaint regarding the service or the service usage, It can be submitted through E-wallet service or through the different bank electronic channels or refer to the branch of the bank or call 19700 or the internet banking service and a proper feedback will be provided within one week from the inquiry or complaint.
- The User is legally responsible for all instructions and transactions on his e-wallet, while the bank acknowledges performing all the transactions and instructions issued by the User via the electronic channels used in operating the service.
- The bank is responsible for executing all the transactions and instructions once receiving them. On the other hand, the User is responsible for any consequences that may occur from implementing these instructions.
- Bank shall not be obliged to accept any hand-written instructions and authorizations requested by the User to the bank in case he had already executed these instructions via the service application.
- QNB shall not be liable for any loss the user incurs except after the date and time of reporting to QNB the loss or theft of his password. Moreover, QNB shall not be liable for any loss incurred before the date and time of the user awareness of loss or theft of password.
- The user agrees that all transactions and instructions implemented by the bank shall be recorded and effected through electronic reports, issued by the Bank in accordance with the terms of this service, and shall be considered as a conclusive legally binding proof against claims by the user.
- In case the bank discovers any act or trial to violate the laws or regulations against money laundering or anti-terrorism by the service user, the bank shall have all the right to stop dealing on the User's electronic balances until the User gives an appropriate and acceptable justification to the Bank, and without prejudice to the right of the Bank to take all the measures imposed by the laws applied in the Arab Republic of Egypt.
- If the client believes that unauthorized persons are using e-wallet, the client should change his password and immediately notify the bank by referring to the nearest branch or by calling '19700' then confirm his request by a written notification to be immediately delivered to the bank.

- In case of losing the Mobile Phone, the User will be responsible for all charges and transactions that took place through the service until the date on which the bank was notified of this loss, and he must immediately report the case and change his PIN code by calling the Contact Center 19700 or by visiting the nearest bank branch or any authorized outlet.
- The user is entitled to replace the electronic money with cash (Egyptian Pounds) only in the event of termination of the contract and cancellation e-wallet.
- The customer has the right - at any time – to close the mobile phone account and recover his entitled cash that correspond to his electronic money through E-wallet service or bank branches or through the different bank electronic channels and requesting cancellation of the account. The bank is committed to close the mobile phone account (after providing the customer with the mentioned cash) within 5 working days from the service cancellation request.
- The user fully acknowledges his responsibility for the safety and legality of the source of any amounts deposited in the e-wallet or transferred to/from the e-wallet and is committed to verify that the money does not violate the Anti-money laundry or anti-terrorism laws and its implementing regulations and decisions.
- The Bank may - at any time – terminate the service only after notifying the customer thirty days before the termination date. The bank reserves the right to amend any of the terms or conditions of the service and any modification or change will be enforced and binding on the customer after being notified by any mean the bank finds suitable, and in the event that a customer refuses to accept any of these modifications he should notify the bank with his intention to terminate the service no later than thirty days from the modifications acknowledgment date, immediately stop conducting any transactions, request closure of his mobile account/s, settle any payments including the repayment of obligations and recovering any amounts remaining in his tally, and finally follow the same procedures of cancellation.

#### **Business Day & Operation Hours**

- **QNB Egypt e-wallet** services generally available twenty-four hours a day, seven days a week. However, at certain times, some or all **QNB Egypt e-wallet** services may not be available due to system maintenance in case of disconnection for maintenance, the bank shall ensure the reactivation of business within 5 hours and such limit may increase in case of force majeure.

#### **Notices and Communications**

- Except as otherwise provided in this Agreement, all notices that should be sent to the service user will be effective when they are sent to his/her current e-mail address or mobile number available in the bank records. Notices from the service user will be effective when received at the Bank's head office or at the client's branch.

#### **Fees**

- The User undertakes to pay the registration fees (e-wallet account opening fees), annual fees, withdrawal and transfer fees and any fees for other additional services provided through the service in accordance with the applicable banking tariffs which the client shall read and consent thereto. It is known that the amount of fees shall be displayed through the price list of services available on the E-wallet service and at each use.
- Any instructions the bank may issue for the use of the e-wallet offered by QNB (collectively, "Instructions") and any fees the bank may charge will be considered part of this Agreement and are incorporated herein by reference. The Bank may debit the user's account with fees and charges for any instructions through the service. Such fees and charges shall be as per the Bank's current Schedule of Charges for the various services and is subject to amendment every now and then.

#### **Changes in Terms and Amendments**

- The user's agreement to deal on his account(s) through the E-Wallet is deemed as an undertaking in advance to accept any change in the terms and conditions which may occur during service system operation. Such changes shall be legally binding to the user as of the date they are effective, considering that he/she was previously notified of it through the system.
- The bank has the right to add new services or amend the current services and the service user shall be told of its terms through this service.
- The Bank may also cancel or modify the service to suit the circumstances of operating this service, without any need for a prior approval from the user, for note or notice, or any other legal procedure. In case of cancellation, the bank will notify the client through the system or his/her mobile phone.

#### **Assignment**

- The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

#### **No Waiver**

- The Bank shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising its rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **Termination**

- This Agreement will remain in effect until it is terminated by the client or by the bank. The client may cancel his **QNB Egypt e-wallet** service and terminate this Agreement at any time through E-wallet service or through the different bank electronic channels or through bank branches This cancellation will become effective only to your e-wallet service provided by QNB and do not terminate any other agreements the client may have with the bank
- In case the service is canceled or suspended for any reason whatsoever, and likewise in case an attachment is served against the user's accounts held by the Bank, or his/her bankruptcy or insolvency is declared by a ruling court and in all cases where there is any legal preventive factor that prevents the user from acting on his accounts, the user shall not use the service and undertakes not to use it whatever be the reasons, otherwise, the Bank shall not be held responsible for that in any aspect and howsoever.
- The Bank has the right to suspend the delivery of this service to the user or terminate the user's subscription to the system in case of any violation by the user to any of these terms and conditions, or in case where the Bank deems it necessary to take such procedure, without prejudice to any other rights whatsoever the Bank may have against the user.
- It is understood by the client that the termination of the Services does not affect any consequences or outcomes of using this service up till the date of termination as previously outlined.

#### **General Conditions & Regulations:**

- The Egyptian Pound is the only transaction currency
- It is agreed that in case any amount is transferred from a foreign country, such amount shall be credited to the mobile's account in Egyptian Pounds once the bank fulfills the required procedures and upon submittal of the documents it discerns for verifying the transaction's authenticity, reason and non-existence of a suspicious activity. It is understood that the exchange rate used to convert the foreign currency is based on the rate announced by the bank excluding other currencies.
- Originally, no return is calculated on credit accounts for clients unless otherwise agreed in writing.
- It is agreed that the balance of the electronic wallet account is subject to a maximum limit that the customer does not exceed. The operations performed on this account are subject to maximum limits that may not be violated for any reason, including daily and monthly limits, according to the details provided in this contract. These maximum limits are subject to change from time to time as determined by the Bank in this regard at its sole discretion.
- It is agreed that the balance of the electronic wallet account is subject to a maximum limit that the customer does not exceed. The operations performed on this account are subject to maximum limits that may not be violated for any reason, including daily and monthly limits, These maximum limits are subject to change from time to time as determined by the Bank in this regard at its sole discretion.
- The bank or any delegated third party has the right to record and maintain the telephone calls from the service users to the call center.
- The Bank should be notified by the User in case of any changes to his/her information provided to the Bank related to the service.
- In case of changing the User's mobile number which is linked to the account, he/she must inform the bank to link his account to the new mobile number.
- The licensed subscription under the e-wallet service is exclusively made to the user requesting it and who is authorized to use it, and shall not be transferable under any circumstance. And it is not authorized and is entirely forbidden to copy or photograph the written documents/user guides given with the user's subscription.
- The user undertakes to pay every effort and care in using the services to protect the services from any unauthorized use, otherwise the user shall take all types of responsibility towards the Bank.

- From now on, the user acknowledges that his/her daily usage of these services signifies the acknowledgment of the accuracy of his/her accounts and dealings with the Bank regularly. This acknowledgement is considered the main reason for the bank's provision of its consistent use of the services.
- The bank's employees - or its agents - are not allowed to request from the service users to disclose any confidential data such as credentials or passwords (via e-mail or other channels). In the case such incident occurred, the service user must contact the bank on "19700" as soon as possible.
- This agreement has been drawn up in Arabic and English languages. In case of conflict, the Arabic version shall prevail.
- The user, hereby, acknowledges that the Bank has informed him/her with all the risks accompanying the operation of the service and any other risks related to the usage of the service. In the light of all such risks and before applying for the service, the user takes all the possible technical precautions to secure his/her sole usage of the provided service, which includes abstaining from hacking or modifying any of the instructions and the mobile number connected to such service. The user takes full responsibility of not securing the service against all such services' risks, and exempts the bank from any contractual responsibility or tort concerning his/her usage of the service.

#### **Governing Law**

- All matters for which a provision or a text has not been provided for in the terms of this agreement shall be governed by, construed and enforced in accordance with the laws of Egypt, particularly the terms and conditions related to responsibility, limits of liability clauses and the conclusive evidence of electronic printouts and e-statements issued by the bank in accordance with the terms of this service. The following references, in order of arrangement, namely, banking customs and regulations issued by the Central Bank, the Egyptian laws, especially trade law and the executive regulations, shall respectively govern all the matters for which a provision or a text has not been provided for. The client's existing account relationships and Account Agreements with the Bank, if any, will continue to be governed by and construed in accordance with the laws governing those Account Agreements. Cairo Economic Courts shall have jurisdiction over any dispute arising out of this contract – God forbids.

#### **Terms & conditions in case of Dormant Accounts**

- For e-wallet accounts, the client is allowed to activate his/her account via branches, payment service providers, internet banking, e-channels and other means of communication.
- For dormant e-wallet accounts, it is allowed to debit fees or expenses up to a maximum of EGP 60 annually, if there is sufficient balance in the account.

#### **Approval on Contract**

- The client approves and agrees to adhere to the terms and conditions mentioned above.
- The client agrees to the general terms and conditions set out in the E-wallet Application which may be amended from time to time according to the bank's absolute discretion after the client is notified thereof. Notification shall be made through an SMS message delivered to the client's mobile number or the amendments may be announced on the bank's website [www.qnb.com.eg](http://www.qnb.com.eg)
- The client acknowledges that all the information stated in this application form is true and correct.
- The client acknowledges that he/she is the actual and only beneficiary of the mobile line linked to the e-wallet service and stated in this application form and that it is under his/her custody.
- The client acknowledges that no other e-wallets are linked to the Mobile Number/ Device stated in this agreement and if proven otherwise the bank reserves the right not to proceed with the e-wallet request without any responsibility on the bank.
- The client is committed to update his/her information at the bank premises in case any change occurred on it, or his/her acquisition of another citizenship, or the update was requested by the bank within 30 days.
- The client acknowledges that he/she has reviewed all the endorsed usage terms and conditions of the e-wallet service and approves and accepts them as published on the official QNB website ([www.qnb.com.eg](http://www.qnb.com.eg)) which the bank may amend from time to time.
- The client acknowledges that the transactions made through this service are legitimate and used for legitimate purposes.
- Continuation of this service is dependent on continuation of subscription.
- The bank reserves the right to cancel or amend any service included in the E-wallet services after the client is notified through the aforementioned means.