

# mada Pay Terms of Service

## 1. Introduction

mada Pay is a service provided by mada as the national payment scheme in the Kingdom of Saudi Arabia, P.O box 2992 Riyadh 11169 Kingdom of Saudi Arabia, and is subject to the mada Business and Technical Books that has been shared between mada and card issuers Your use of mada Pay is subject to these mada Pay Terms of Service ("Terms").

If there is any conflict between the Arabic language version of the Terms and a version translated into another language, the Arabic version language text shall prevail.

Your use of mada Pay requires that you agree to the following terms. Please read them carefully. Please see contact your issuer bank for more information.

## 2. General Description of mada Pay

mada Pay is an Android based mobile app that allows you to transact using a Saudi bank-issued virtual account number representing a debit, prepaid or credit card you register with mada Pay (a "**Virtual Account Number**"). Virtual Account Numbers will be specified and differ based on whether the app is used within the Kingdom or internationally. The technology used to develop the app is based on Host Card Emulation (HCE) where your bank cards will be digitally replicated on smart phone devices to enable you to do NFC (contactless) payment transactions.

Virtual Account Numbers, (collectively, "**Payment Instrument**") may be added to the mada Pay app in future where the range of uses can vary from participating merchants or transit locations, using an eligible NFC mobile device (which may include an eligible NFC Wear device) and either the mada Pay application that resides on your mobile device .

## 3. Using mada Pay

(a) **Basic Use Requirements.** To use mada Pay at POS devices with contactless capability you will need an eligible mada debit/prepaid card or a credit/prepaid card issued by any of the mada member banks operating in the Kingdom, a device that meets the Service's system and compatibility requirements, which may change from time to time; working Internet access; and a compatible software. Your ability to use mada Pay and mada Pay's performance may be affected by these factors. Ensuring the requirements to start using the app are met is your responsibility as a user. Your issuing bank can also be referred to for further details on the basic mobile phone requirements needed to start using the app as expected.

(c) **Getting Started.** You may set up mada Pay using the mada Pay application on your mobile device, , After you have provided the requested information and attempted to add a Payment Instrument to mada Pay, mada Pay will check both whether your Payment Instrument's issuer currently supports mada Pay and whether the card itself is eligible to be used with mada Pay. All of a participating issuer's cards may not be eligible. If your Payment Instrument's issuer represented by a mada member bank does not currently support mada Pay or your Payment Instrument is not eligible to be added to mada Pay, your issuer may alert you via email, SMS, or any other marketing channel when your Payment Instrument becomes eligible. The non- acceptance of ineligible mada Pay Payment Instruments as part of the app holds no responsibility on mada, its member banks, and partnering international schemes.

If your Payment Instrument's issuer supports mada Pay and your Payment Instrument is eligible, when adding it you will be required to confirm your identity using the mobile number registered with this issuer for this card.

Once you have done so and successfully added the Payment Instrument, mada Pay will store Virtual Account Number(s) representing your payment card's actual card number. This Virtual Account Number will be used for all in-store payment transactions using mada Pay. Where your card supports multiple schemes there will be one Virtual Account Number associated with each scheme. The appearance of this Virtual Account Number could vary in any printed receipts collected by the mobile owner based on the agreements and technical specifications of the service referred to earlier in this document.

mada Pay and its various features may only be available for use in certain regions, with certain Payment Instruments or card issuers, or with certain merchants. Such regions, Payment Instruments, issuers, and merchants may change at any time based on the nature on the Payment Instruments running program or according to Saudi laws.

(d) **Use of mada Pay.** Your use of mada Pay with a given Payment Instrument is governed by these Terms as well the applicable terms and privacy policy from the issuer of your Payment Instrument. Nothing in these Terms modifies such issuer terms or privacy policy. In the event of any inconsistency between these Terms and your issuer's terms, these Terms will govern the relationship between you and mada with respect to mada Pay, and your issuer's terms will govern the relationship between you and the issuer. You acknowledge that mada Pay may receive information from your Payment Instrument's issuer to display richly formatted transaction details and your recent transaction history in mada Pay. Please refer to your issuer terms and Privacy Policy for more information. You agree not to use mada Pay for unlawful or fraudulent purposes, or otherwise in violation of applicable law and regulation. You agree not to directly or indirectly interfere with, disrupt, or otherwise misuse mada Pay, including any of its related servers,

networks, or other infrastructure. You agree that you are completely responsible of the actions made using your mobile device of which mada Pay is downloaded to. Liability is extended as well to any misuse results in harming mada, mada members, and partnering payment schemes. You agree that mada Pay is for your personal use, with your own credit or debit cards, or third-party accounts once made available into the wallet potentially. If you use mada Pay with an eligible corporate card, you agree that you are doing so with your employer's authorization and with the ability to bind your employer to these Terms. You agree that by using debit, prepaid or credit cards through mada Pay, Consumer Device Cardholder Verification Method (CDCVM) would replace your card PIN code for the sake of verifying your identity to do the payment transaction. CDCVMs would hence include the ones accepted by the Android Operating System such as but not limited to face recognition, finger prints, and patterns and so on. It is your absolute responsibility as a mobile owner to keep these credentials safe from unauthorized users to avoid fraudulent activities on your bank account. Neither mada, nor its members, or affiliate are responsible of unauthorized payment scenarios made through mada Pay by parties other than the original account/ mobile owner.

A debit, prepaid or credit card may be removed or deactivated from mada Pay on a given device and/ or become unusable with the Service if: (i) you delete it from mada Pay; (ii) you remove it as a payment method from your issuing bank; (iii) you erase your mobile device using Android Device Manager; (iii) you delete mada Pay app; (iv) your mobile device fails to connect to internet for 5 hours (v) you do not use mada Pay on the device for 24 consecutive months; and/or (vi) your Payment Instrument's issuer or payment network instructs mada to remove the Payment Instrument from mada Pay; (vii) your identity document is expired (viii) other function-preventing causes

You agree by using mada Pay with the transaction limits allowable for using mada Pay and/or mada atheer service for your purchases. mada reserves the right to amend these limits without prior declaration. (e) **mada's Role.** mada Pay enables you to store your Payment Instruments and transmit their information to merchants or transit providers, mada will process mada Pay transactions with such Payment Instruments, and does not exercise control over: the availability or accuracy of payment cards, funds, payments, refunds, or chargebacks; the provisioning (or addition) of Payment Instruments to mada Pay,; or other commercial activity relating to your use of mada Pay. For any concerns relating to the foregoing, you will need to contact your Payment Instrument's issuer directly. You acknowledge and agree that your transactions through mada Pay are transactions between you and the merchant and not with mada or any of its affiliates. For disputes relating to payment transactions conducted using mada Pay, contact your Payment Instrument's issuer or follow the appropriate merchant procedures adopted for claim submissions according to Saudi laws. mada is not a party to your registered Payment Instruments' cardholder agreements or other terms of use, and is not involved in issuing credit or determining eligibility for credit. mada does not make any representation or verify that any of your Payment Instruments is in good standing or that the issuer of your Payment Instrument will authorize or approve any transaction with a

merchant. NFC transactions made through mada Pay within the borders of the Kingdom of Saudi Arabia are subject to the business rules of mada namely mada atheer that has been shared between mada and card issuers. Transactions made outside mada – except for GCCNET operating territories where there is a bilateral link between switches will be following the international scheme rules and regulations of these territories..

## 5. Privacy

The mada Pay Privacy Policy describes how we treat personal information when you use mada Pay. mada Pay is offered to mada cardholders and your use of it is subject to your card Issuer Privacy Policy.

Your use of mada Pay is governed by the mada Pay Terms of Service, which describes in more detail the Services covered by this Privacy Notice. Capitalized terms are not defined in this mada Pay Privacy Notice shall have the meaning ascribed to them in the mada Pay Terms of Service.

### Information we collect

In addition to the information listed in the Card Issuer Privacy Policy we may also collect the following:

- **Registration information** - When you sign up for mada Pay, you are creating an association between a mada Pay platform and your Bank Account. Depending on the mada Pay services you use, in addition to the information listed in your card Issuer Privacy Policy, you may be asked to provide the following information: Credit or Debit card number and card expiration date, Card Security code , address, phone number, government-issued identification number. In some cases, we may also ask you to send us additional information or to answer additional questions to help verify your information.
- **Transaction information** - When you use mada Pay to conduct a transaction, we may collect information about the transaction, including but not limited to: Date, time and amount of the transaction, the merchant's location and description, a description provided by the seller of the goods or services purchased, the names of the seller and buyer (or sender and recipient), the type of payment method used, your description of the reason for the transaction, and the offer associated with the transaction, if any.

## **How we use the information we collect**

We use the information you provide to us in order to provide you with mada Pay for customer service purposes, and to protect you from fraud, phishing or other misconduct. Such information may also be used to assist third parties in the provision of products or services that you request from them. We also use the information to review your mada Pay activities to determine whether you continue to meet the terms of the service, to make decisions about your future mada Pay transactions, and for other legitimate business needs related to the mada Pay transactions initiated by you.

Your registration information is stored in an association within your mada Pay wallet and your registration of a payment method will be stored on mada's servers. In addition, certain data elements may also be stored on your mobile device. We may retain the information you provide for extended periods of time for the purpose of complying with legal process and regulatory obligations.

## **Information we share**

We will only share your personal information with Issuer Banks outside of mada in the following circumstances:

- As necessary to process your transaction and maintain your account.
- To complete your registration for a service provided by a third party.
- To inform a third party merchant, whose site or app you visit, whether you have a mada Pay account that can be used for making payment to that merchant.
- In case any governmental authorities request any information under Saudi court order.

For example, when you make a purchase or transaction using mada Pay, we make certain personal information about you available to the merchant you purchase from or transact with.

When you visit a participating merchant site or app, the merchant may check whether you have mada Pay wallet with an eligible form of payment that can be used to pay the merchant, in order to reduce the likelihood that you will see unusable features on sites or apps.

Any information you provide directly to a third party merchant, website or application is not covered by this privacy notice. We are not responsible for the privacy or security practices of merchants or other third parties with whom you choose to share your personal information directly. We encourage you to review the privacy policies of any third party to whom you choose to share your personal information directly.

The information that we collect, including information obtained from third parties, is shared with your Issuer Banks.

We will not share your personal information with anyone outside of mada or outside your Issuer Bank except as described in this privacy notice. As explained above, mada Pay is a product offered to eligible mada cardholders.

### **Information security**

The security of your mada Pay wallet depends on you keeping your password(s), PINs, and other access information confidential. If you share your private information including the mobile device itself with a third party, he or she may have access to your bank account and your personal information. Unauthorized payment transactions could result.

It is your responsibility to control access to your mobile device and the mada Pay application on your device, including keeping your password(s) and/or PIN confidential and not sharing it with anyone. It is also your responsibility to alert your Issuer Bank if you believe that the security of the information in the mada Pay application, or your bank card details have been compromised. Keeping your bank card details safe is your responsibility to avoid transactions that are not authorized by you as the genuine cardholder. When you do a transaction you acknowledge that you are the authentic user of the mobile device that is being used and digitized card within the mada Pay wallet.

### **Important notes:**

- For more information, please refer to your issuer terms and Privacy Policy since they are not covered in this document.
- For disputes relating to payment transactions conducted using mada Pay, contact your Payment Instrument's issuer or follow the appropriate merchant procedures adopted for claim submissions according to Saudi laws.

Still have questions? Head over to <http://www.mada.com.sa>