

## **Ahlibank Click to Pay Terms and Conditions**

These Terms and Conditions (the “**Click to Pay Terms**”) govern the use of the Click to Pay service made available to eligible Ahlibank cardholders (“**Click to Pay**”). By enrolling, linking a Card, or using Click to Pay, the Principal Cardholder and any Supplementary Cardholder confirm that they have read, understood, and agree to be bound by these Click to Pay Terms.

These Click to Pay Terms supplement Ahlibank’s card terms and conditions applicable to the relevant Card (the “**Card Terms**”). In case of any conflict, the Card Terms shall prevail.

Capitalised terms used but not defined herein have the meaning given in the Card Terms.

### **1. Definitions and Interpretation**

In these Click to Pay Terms:

**Ahlibank** means Ahli Bank Q.P.S.C

**Card** means an eligible Ahlibank credit, debit or prepaid card (as applicable) that is linked for use with Click to Pay.

**Cardholder** means the Principal Cardholder and/or any Supplementary Cardholder, as applicable.

**Click to Pay Cardholder** means the person enrolled with Click to Pay in respect of a Card.

**Device** means, in the context of the Card and payment systems and banking, any electronic, digital, or hardware tool that enables a cardholder to securely store, access, and use their payment card credentials - or a virtual representation of them - to initiate transactions without needing the physical Card. Common examples include smartphones, smartwatches, laptops or tablets.

**Principal Cardholder** means a primary cardholder being the main individual (or corporate where applicable) who applies for, opens, and owns a Card account based on their own credit score and documents and who (or which where applicable) bears sole or primary legal responsibility for repaying all debts, fees, and interest accrued on the Card account, including charges made by any Supplementary Cardholders.

**Supplementary Cardholder** means an authorized user - often a family member - issued a credit card linked to a Cardholder's account

**Merchant** means any merchant, online marketplace, service provider or other third party that accepts Click to Pay.

**Passkeys** means Device based authentication features (*such as fingerprint, face recognition or device passcode*) that may be used to authenticate Click to Pay transactions.

**Visa Parties** means Visa and its affiliates, officers, directors, employees, members, customers and authorised agents.

Headings are for convenience only and do not affect interpretation.

## **2. Responsibility of the Principal Cardholder**

2.1 The Principal Cardholder is fully responsible for (i) enrollment in Click to Pay; (ii) linking, managing and unlinking any Card(s); (iii) ensuring that any Supplementary Cardholder(s) has read and complies with these Click to Pay Terms; and (iv) all use of Click to Pay in respect of the Card(s), whether by the Cardholder, Supplementary Cardholder or any third party, whether authorised or unauthorised.

2.2 The Principal Cardholder remains liable for settlement of all amounts debited to the Card account as a result of Click to Pay usage, including any use or misuse of Click to Pay or the Card where inside or outside the State of Qatar following activation of the Click to Pay services.

2.3 The Cardholder must keep all Devices, credentials, Passkeys, one-time passwords, PINs and any other authentication means secured and confidential, and must not share them with any person. The Cardholder must promptly notify Ahlibank and/or immediately stop (disable) the Card, if the Device is lost, stolen, compromised, or if the Cardholder suspects fraud or unauthorised activity, and the Cardholder shall visit the visa portal to disable the Click to Pay service as well.

2.4 Unless and until Ahlibank has received and acted on such notification/disablement request, all Click to Pay transactions shall be treated as authorised and validly initiated by the Cardholder, to the maximum extent permitted by applicable law and the Card Terms.

## **3. Merchant Acceptance and Merchant Disputes**

3.1 Ahlibank is not responsible or liable for any act or omission of any Merchant for any reason, including any refusal to accept a Card through Click to Pay.

3.2 All purchases, returns, refunds, chargebacks, delivery, quality, fitness, warranties and any dispute regarding goods or services are strictly between the Cardholder and the Merchant. Ahlibank does not endorse, guarantee, or assume any responsibility for any Merchant, or any goods or services provided by a Merchant.

3.3 Any chargeback or dispute process (if any) shall be subject to the Click to Pay Terms and the Card Terms. Ahlibank does not guarantee that a chargeback will be successful.

#### **4. Standard Card Terms and Bank Policies**

4.1 The Card Terms apply to all Card usage, including Click to Pay transactions. The Cardholder must also comply with Ahlibank's applicable policies and notices (including privacy notices and security guidance) as updated from time to time.

4.2 Ahlibank may set transaction limits, impose risk controls, decline transactions, or require additional authentication at any time, in accordance with the Card Terms, applicable law, Card scheme rules, and Ahlibank's risk, compliance and security requirements.

#### **5. Role of Ahlibank and Service Availability**

5.1 Click to Pay is a card scheme service that may be operated and/or supported by Visa and other third parties. Ahlibank's role is limited to issuing the Card, subject to Ahlibank's discretion.

5.2 Ahlibank is not a party to any Click to Pay transaction between the Cardholder and a Merchant. Any payment to or from a Merchant in connection with the Cardholder's use of Click to Pay is strictly between the Cardholder and the Merchant.

5.3 Ahlibank does not warrant that Click to Pay will be uninterrupted, error free, or available at all times. Ahlibank may suspend, restrict, or terminate Card's access (in whole or in part) without prior notice where required or reasonably considered necessary for security, fraud prevention, system maintenance, compliance with applicable law or card scheme rules, or is intended to protect Ahlibank or the Cardholder.

#### **6. Use of Cardholder Data and Cross-Border Disclosures**

6.1 Ahlibank, Visa, Merchants and authorised third parties may collect, use, store, process and share Click to Pay Cardholder data and transaction related information to provide Click to Pay, complete transactions, manage enrollment, authenticate transactions, support customer service, perform analytics, prevent fraud, and comply with legal and regulatory obligations.

6.2 Such data may be transferred to and processed in jurisdictions outside the State of Qatar, including jurisdictions that may not provide the same level of data protection. By using Click to Pay, the Cardholder expressly consents to such transfers and processing, to the extent consent is required under applicable law.

6.3 Ahlibank will process personal data in accordance with applicable Qatari law and Ahlibank's privacy notices. Biometric data used for Passkeys is processed by the Device/platform provider and does not leave the Cardholder's Device in accordance with Section 8 below.

## 7. Eligibility

7.1 Click to Pay is available only to individuals who are Ahlibank Cardholders or authorised users of one or more eligible Cards and other payment methods determined by Visa to be eligible for use with Click to Pay.

7.2 Ahlibank and/or Visa may change eligibility requirements or withdraw eligibility for a Card or Cardholder at any time, including for security, risk, compliance, or operational reasons.

## 8. Authentication Features (Passkeys)

8.1 Certain Passkeys authentication capabilities may be available on the Cardholder's Device, such as fingerprints, face authentication and Device passcodes.

8.2 The Cardholder acknowledges that use of Passkeys available on the Cardholder's or Supplementary Cardholder's Device, such as (*but not limited to*) fingerprints, face authentication, Device passcodes, or screen lock (PIN) authentication, is (i) governed by the agreement between the Cardholder and the Device/platform provider; (ii) fingerprint/face authentication data and Device passcodes do not leave the Device and are the Cardholder's sole responsibility, and that (iii) the Cardholder is responsible for enabling, disabling and managing Passkeys.

8.3 The Cardholder may disable Passkeys and/or delink the Card from Click to Pay through the relevant Click to Pay management portal or issuer portal as notified from time to time or may remove their device at <https://src.visa.com/login>. Ahlibank is not responsible for the availability or functionality of any such third party portal.<sup>1</sup>

## 9. User Obligations and Conduct

9.1 The Click to Pay Cardholder agrees to:

- Use Click to Pay only as permitted by applicable law, the Click to Pay Terms and the Card Terms.
- Keep the Card, Device(s) and all Passkeys and authentication credentials secure;
- Not disrupt or interfere with the security, operation or integrity of Click to Pay.
- Not attempt to obtain unauthorised access to Click to Pay or any restricted area.
- Not use Click to Pay in any false, defamatory, abusive, obscene, harassing, hateful, profane, invasive or otherwise unlawful manner.
- Not reproduce Click to Pay in any form or store or incorporate Click to Pay into any retrieval system, whether electronic or mechanical.

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- Not copy, emulate, clone, rent, lease, sell, commercially exploit, modify, decompile, disassemble, distribute, reverse engineer or transfer Click to Pay or any part of it.
- Not use any Device, software or routine to interfere with the proper functioning of Click to Pay or take any action that imposes an unreasonable or disproportionate load on Click to Pay systems, as determined by Visa and/or Ahlibank.

9.2 Ahlibank may suspend or terminate access to Click to Pay if the Cardholder breaches these obligations or if required for security, risk, compliance, or operational reasons.

## **10. Changes to Click to Pay and Terms**

10.1 Ahlibank and/or Visa may update, modify or improve Click to Pay or these Click to Pay Terms from time to time. Notice may be provided through any reasonable channel (*including mobile app, SMS, email, website posting, or other means*).

10.2 Continued use of Click to Pay after any changes to the service whether by way of updates, modifications or improvements constitutes acceptance of those changes.

10.3 If the Cardholder does not agree to the updated terms, they must discontinue use and unlink their Card(s). Cardholders may opt out of Click to Pay at any time.

## **11. Limitation of Liability**

11.1 To the maximum extent permitted by applicable law, Ahlibank shall not be liable for any losses, damages, claims, costs or expenses arising from or connected with Click to Pay, including: (i) any Merchant dispute or Merchant act/omission; (ii) unavailability, delay, interruption or malfunction of Click to Pay or any third-party system; (iii) unauthorised access where the Cardholder has failed to keep Device credentials secure; or (iv) any indirect, incidental, special, consequential, punitive or exemplary damages.

11.2 Without limiting Section 11.1, Ahlibank's aggregate liability (if any) in connection with Click to Pay shall not exceed the lesser of: (i) the Click to Pay Cardholder's direct and actual loss, or (ii) QAR 100.

11.3 Under no circumstances, including negligence, shall the Visa Parties be liable for any damages, claims or losses, including compensatory, incidental, indirect, special, consequential, punitive or exemplary damages arising from or connected to Click to Pay, even if advised of the possibility of such losses.

11.4 The maximum cumulative liability of the Visa Parties shall not exceed the lesser of the Click to Pay Cardholder's actual loss or 100 United States Dollars (or the equivalent in local currency).

11.5 Where applicable law does not permit certain limitations or exclusions, liability shall be limited to the fullest extent permitted by law. Nothing in these Click to Pay Terms excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any matter that cannot legally be excluded or limited.

## **12. Indemnity**

The Cardholder shall indemnify and hold harmless Ahlibank, its affiliates, officers, directors, employees and agents from and against any losses, liabilities, damages, claims, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with; (i) the Cardholder's breach of these Click to Pay Terms or the Card Terms; (ii) misuse of Click to Pay; (iii) any claim by a Merchant or third party relating to the Cardholder's transactions; or (iv) the Cardholder's violation of applicable law, to the maximum extent permitted by law.

## **13. Governing Law and Jurisdiction**

These Click to Pay Terms shall be governed by the laws of the State of Qatar. The courts of Qatar shall have exclusive jurisdiction, without prejudice to Ahlibank's right to take proceedings in any other jurisdiction where permitted.