

FAB SHOP SMART

Terms and Conditions

First Abu Dhabi Bank cardholders are entitled to earn extra cashback on the SHOP SMART platform simply by using their FAB credit or debit card and Dubai First branded credit cards. "FAB cardholders" means the holders of FAB branded credit and debit cards and Dubai First branded credit cards.

"FAB" means First Abu Dhabi Bank PJSC.

"Offer," means the cashback offer that is provided by Retailers for purchases made through Programme Name.

"Qualifying Transaction," means tracked, genuine and successful transactions that a FAB cardholder is eligible to receive cashback for in accordance with the SHOP SMART cashback programme.

"Retailers" means the retailers or merchants on the Programme Name.

"SHOP SMART" means Shop Smart LLC.

"SS Cashback Programme," means the SHOP SMART cashback programme.

"Terms and Conditions" means these terms and conditions

The SS Cashback Programme allows FAB cardholders to register on the SHOP SMART website and create an account ("Account"), to earn extra cashback on tracked purchases from certain retailers listed on the SHOP SMART website ("Retailers").

To qualify for cashback, the Retailer must confirm that the FAB cardholder's purchase is tracked, genuine and successful (constituting a "Qualifying SHOP SMART membership is available following creation of an account through the registration process after you have submitted certain information as requested).

In order to register on the SHOP SMART website, FAB cardholders must provide valid card details, including card number and expiry date of an eligible FAB credit or debit card. This information will be kept confidential by SHOP SMART and used for the purposes of providing the SS Cashback Programme only.

Based on the information that you provide, FAB will send you an SMS text message to your mobile phone number registered with FAB to complete the verification and registration on the SHOP SMART website.

To receive the benefits of the cashback offers at SHOP SMART, FAB cardholders will need to: (i) log in to SHOP SMART website; (ii) browse the listed Retailers; (iii) click on the relevant Retailer's link; (iv) continue on to Retailer's webpage to finalise the purchase -- ensuring that they do not close the session. This is so that the SS Cashback Programme can track purchases on the Retailers' webpage.

FAB cardholders visiting Retailer's website directly and/or visiting the website via SHOP SMART website, but closing and restarting a new session will not be eligible to earn cashback.

If a transaction is a purchase of goods, then the cashback to be received by FAB cardholder will only be confirmed following the expiry of the return or cancellation period on the SHOP SMART website. It therefore, may take up to 12 weeks for cashback to be confirmed. For hotel or flight transactions, the travel date must have passed before the cashback is confirmed. Once your cashback is confirmed, such amount will be credited in the following statement.

The date of a purchase transaction tracked on the SHOP SMART website may be different than the transaction date that you will see on your credit or debit card statement.

The transaction amount on the SHOP SMART website for international transactions may also be different than the transaction amount that you will have on your credit card statement. This is because foreign exchange fees and charges on the transaction are prohibited from earning cashback.

The cashback rate that is advertised on the SHOP SMART website applies to the home currency listed on the relevant Retailer's webpage. For example, if the transaction currency is GBP, then cashback will be calculated in GBP and then converted to AED.

From time to time, merchants may unilaterally increase or decrease the rate of cashback due – in which case the cashback offer illustrated on the SHOP SMART website may sometimes be incorrect. By default, your applicable transactions will be credited in line with the cashback rate reported to SHOP SMART by the Retailer, which could be more or less than the advertised rate. FAB shall not be liable for any difference in the expected cashback by the FAB cardholder and the actual cashback received by the FAB cardholder.

In the event of returns, reversal and amendments of sale by any means, cashback payment shall not be made. Further, in the event that the Retailer identifies that the purchase is not genuine for any reason whatsoever, the FAB cardholder will not receive any cashback.

FAB shall not be held liable whatsoever in the event of the Retailer failing to report, qualify or categorise a sale or a transaction as Qualifying Transaction.

Further, FAB shall not be responsible for not tracing any sale back to the FAB cardholder due to an error, (technical or otherwise), and for not qualifying the transaction as a Qualifying Transaction for any reason whatsoever.

FAB's decision on computation, lapse, cancellation, forfeiture, credit, debit and re-installment of cashback shall be final, conclusive and binding on the FAB cardholder.

In the event that any cashback due appears missing or lost, the FAB cardholder can raise a ticket on FAB Shop Smart website at least three working days from the date of the transaction. Transactions not appearing and not raised for review in time shall not be considered for future review.

When the FAB cardholder raises a ticket on FAB Shop Smart for missing cashback, FAB shall trace whether the FAB cardholder visited the website and was re-directed to the Retailer's

website, thereby conducting a valid transaction on the Retailer's website. If not, such transaction shall not be valid for the earning of cashback.

- Cashback will not be payable to the FAB cardholder in the following circumstances:
- If cashback is not attributed to a Qualifying Transaction or associated with an Account;
- if the cardholder is not logged-in to his/her Account on the SHOP SMART website when making the relevant purchase;
- if the transaction is reversed or cancelled due to any fraudulent activity or any breach of this Agreement;
- if payment is not made using a valid FAB card;
- and any other reason at the sole discretion of FAB and/or the relevant Retailer.

All cashback shall be forfeited and no additional or unprocessed requests of cashback shall accrue or be processed by FAB under the following circumstances:

- The FAB account has been closed or is not in good standing (as solely determined by FAB).
- All the FAB cardholder credit cards (under the same customer number) are either cancelled or closed for any reason whatsoever, including but not limited, to death.
- If a FAB cardholder breaches any of these Terms and Conditions and/or any other policy incorporated by reference herein.
- Any other event, which, at FAB's sole discretion will result in such forfeiture.

FAB, at its absolute discretion, shall have the right to suspend or terminate any FAB cardholder access to the SHOP SMART website or Account, or any related parts. If the relevant FAB cardholder or Account appears to be in breach of any provision of this Agreement, or if it believes that it is essential to protect the interests of FAB.

FAB reserves the right, at its absolute discretion to amend and/or supplement these Terms and Conditions at any time without any prior notification to the FAB cardholder. Any such amendments or supplements shall be provided on SHOP SMART website.

Under no event shall FAB, any of its affiliates, or any of its officers, Directors, employees or agents be liable or responsible for any loss, damage or expense arising out of, or otherwise related to, these Terms and Conditions, or the SHOP SMART website or cashback programme.

FAB does not offer or provide any warranties, or accept any responsibility or liability of any kind in respect to these Terms and Conditions, or the SHOP SMART website or cashback programme and hereby disclaims any and all express or implied warranties with respect of the same.

FAB shall not be in breach of its obligations or otherwise be liable to conduct this Offer as a result of any Force Majeure Event. A Force Majeure Event in these Terms and Conditions, shall mean circumstances beyond the reasonable control of FAB including, amongst other things, acts of God, industrial disputes, acts and regulations of any governmental or authority in any jurisdiction.

In such circumstances, FAB's obligations, if any, to the FAB cardholder, shall automatically stand discharged without the need to provide notice.

These Terms and Conditions are, in addition to the respective standard FAB card, terms and conditions. In the event of any inconsistency on credit card terms, the terms of the original credit card terms and conditions shall prevail.

FAB's decision on all matters relating the SHOP SMART website or cashback programme shall, in the event of any dispute, be final and binding on all FAB cardholders

These Terms and Conditions are governed by and construed in accordance with the laws of and the exclusive jurisdiction of the courts of the Emirate of Abu Dhabi.