

# ADNOC Distribution

## ADNOC SMART TERMS & CONDITIONS FOR PREPAID ACCOUNT



Allied Services Division

Smart Card Department

Revision No. 0

TC-03

### **OBJECTIVE:**

These terms and conditions shall govern the relationship between Abu Dhabi National Oil Company for Distribution herein referred to as “*the Company*” and the party contracting with it to use the Adnoc Smart “herein referred to as the” “*Accountholder*”.

### **1-DEFINITIONS AND MEANINGS:-**

1.1. **Agreement:** - means these Adnoc Smart Terms and Conditions For Prepaid Account.

1.2. **Account:** - shall mean Account the holder has with the Company operable through its branches in the UAE determined and accessible by the Services. Account is created directly by customer through Adnoc Wallet (the customer portal through internet network) or through Adnoc Smart Centre Agents from company premises. All beneficiaries and payment tokens comes under the Account and the Accountholder is responsible for managing them. Account has a financial liability towards the company and can have multiple beneficiaries and payment tokens.

1.3. **Adnoc Smart:-** is the user friendly solution for a customer wherein they can either through Adnoc Wallet or through Adnoc Smart Agent at Company Premises may access information ,create and manage account , beneficiaries, tokens , apply for new products or services, give instructions in respect of certain products or services or any other product or service that will be made available and permitted by the Company in future. Managing Accounts includes but not limited to creation , activation, modification, suspension ,termination of Customer Account, Beneficiary(s) , Payment Token(s), performing transactions such as top up of payment tokens , renewal or replacement of tokens, access reports , system and other services as permitted and deemed by the company. Therefore Adnoc Wallet customer or Account created through Adnoc Smart Agent at company premise is primarily called Adnoc Smart Customer and is referred to or means as such in this terms and conditions or referenced anywhere in Company Website, Campaigns or at the Company premise.

1.4. **Adnoc Wallet :** is the customer portal under Adnoc Smart through internet network which can be accessed by Accountholder through Account Credentials. Accountholder Registers online or through Adnoc Smart Centres and an account is created . Accountholder will then be issued with a dedicated customer number & PIN via SMS / email on their registered mobile number/email address. Accountholder places the obtained customer number and pin and generates a verification code. The Accountholder will then be able to create an online username & password to log into the ADNOC Wallet and start managing Adnoc Wallet functions. The Accountholder must be aware of customer number and safeguard and be responsible for safekeeping of pin , username and password for Adnoc Wallet under the Adnoc Smart.

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- 1.5. Beneficiary:** - is an entity that benefits from the company service. In case of a prepaid individual account it could be a family member , personal driver etc. who the accountholder requires to be benefitted from the company service. The beneficiary is responsible for managing their tokens and inherit their status from the account.
- 1.6. Payment Token:** - herein referred to as the “Token” shall mean a payment device or mode obtained from the Company as per the terms and conditions available at the point of sale and issued by the Company to the Accountholder for the purposes of availing the Products and Services. Such Token may at the discretion of the Company be customized in future to incorporate security features and enhance administrative convenience with additional specifications to ensure safer authorized use of the token. Accountholders shall regularly check the Company Website and/or Adnoc Wallet to keep updated with the information. Each token is associated with a beneficiary. Token includes Adnoc Plus cards, Emirates Id , Smart Tag or any other product that could be added in future and notified by company through any method deemed necessary by the Company.
- 1.7. Accountholder:** - shall mean any person who has entered into an agreement with the Company for availing products and Services in respect of which the Company may act on the instructions of anyone or more of them.
- 1.8. Interactive Voice Response (IVR) :-** means equipment, devices and/or the system which provides electronic access to the Accountholder to carry out certain transactions on the Account including, but not limited to enquiries on the Account balance and Account Token Transactions.
- 1.9.** To an Accountholder, “PIN” shall mean the personal identification number required to gain access to a terminal,IVR or the Adnoc Wallet to give a Transaction or any other Instructions.
- 1.10. Preauthorization limit :-** is set as an overall transaction limit for all customers .Transaction limit will be applied only if it is less than the preauthorization limit .
- 1.11. Top Up:** is providing credit in the Account through Adnoc Wallet by way of Bank Card or directly at the Company premises by providing cash in U.A.E Dirham currency or bank Card. Customer needs to either present a token tied to an account or provide the account number for topping up at a card Centre .
- 1.12. The balance of the Account:** The credit balance available in the Account to conduct transaction. The user shall top up the Account in U.A.E. Dirham currency only.

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- 1.13. **Account transaction:** The amount deducted from the balance of the Account after token mobilization on any permitted services.
- 1.14. **Services:** implies permissible Services available through company system as determined and notified by the company from time to time to enable such electronic transaction by the accountholder in relation to an existing account.
- 1.15. **Charge or Fee** means amount payable by the user arising from the Issue, Use, Modification, Replacement, Renewal, Suspension , Termination, Reactivation of Blocked Account/Beneficiary /token and any other additional services etc as identified by the Company and updated on its Website felt necessary by the Company from time to time. The charges/fees shall be applicable and effective two weeks after announcement in the Adnoc Wallet and/or Company website whichever mode of communication is deemed adequate by the Company.
- 1.16. **Self Service Terminal** ‘means a terminal or device that is self operated reading , capturing and transmitting Account/Beneficiary/token information in an unattended environment and providing the user of the Account/token with the product and/or service requested.
- 1.17. **‘Terminal’** shall mean, point of Sale terminal, Self Service Terminal approved by the Company through which Account/token Transactions may be performed.
- 1.18. The term **‘Person’** means an Individual or any other Legal Entity and reference to Person shall include any Individual Firm, Corporation, Company, Partnership, Association or Body Of Individuals whether incorporated or not ,or any other Corporation constituted as a Body Corporate
- 1.19. **‘You’** – means an Accountholder who accepts and enters into these terms & conditions. ‘Your’ shall have a corresponding meaning.

## 2. Acceptance of the Terms.

Please read these Terms and Conditions carefully as they shall govern the use of your Account and set out the Agreement between the Accountholder and the Company. The Accountholder shall be deemed to have accepted the Adnoc Smart i.e. Account/Beneficiary/Account Wallet ,payment token and the terms of this Agreement on obtaining and/or use of the Account/token(s).

## 3. Agreement-

By obtaining or using or accessing the Adnoc Smart i.e. Account/Beneficiary/Account Wallet, payment token, or permitting anyone else to use the Adnoc Smart, you agree with this Agreement. You shall be liable for all Account/token Transactions executed with the use of your Account/token,

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irrespective of whether or not you have authorized such transaction(s) or been aware of them .The Company may from time to time adopt new or amend provisions felt necessary which shall be effective after notice has been mailed to you at the last address provided by you or e-mail address on your records or on being posted on our Website or Adnoc Wallet or as deemed necessary by the Company.

#### 4. OPENING AN ACCOUNT.

To avail the facility of the Individual Prepaid Account, the Accountholder shall have to submit the following while visiting any Card Centre or enter /submit the following while accessing through Adnoc Wallet :-

##### Account Creation:-

- Provide basic Customer Information as required by the Company while visiting Adnoc Smart Centre at company premises or enter the information directly through Adnoc Wallet.
- The information being entered/provided shall be accurate , complete and up-to date .It is customer responsibility to ensure the entered information is correct and shall inform the company of any changes to the provided information , including residential address and update the same through or through Adnoc Smart Agent at Company Premises or through Adnoc Wallet.
- Minimum top up amount of AED 200 (subject to be amended in future as deemed necessary by the company) and related Fees if any as decided by company for activation of Account.
- Original emirates ID along with copy(both sides) while visiting Card Centre or original copy (both sides) to be uploaded while creating account through Adnoc Wallet.

Accountholder Registers online or through Adnoc Smart Centres and an account is created . Accountholder will then be issued with a dedicated customer number & PIN via SMS / email on their registered mobile number/email address. Accountholder places the obtained customer number and pin and generates a verification code. The Accountholder will then be able to create an online username & password to log into the ADNOC Wallet and start managing Adnoc Wallet functions. The Accountholder must be aware of customer number and safeguard and be responsible for safekeeping of pin , username and password for Adnoc Wallet under the Adnoc Smart.

##### Beneficiary:-

- A default beneficiary will be created by using customer's address and preference details.
- Accountholder can create New multiple beneficiaries by adding a new beneficiary and entering/providing the required beneficiary details .
- Beneficiary can be modified by the Accountholder.

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- h) Beneficiaries inherit their status from the account. For e.g. A beneficiary created for an active account will be in active status.
- i) Accountholder Beneficiary can be assigned certain options or features as permitted by the Company.

#### Token :-

- j) Each token is associated with a beneficiary. Token includes Adnoc Plus cards, Emirates Id , Smart Tag or any other product that could be added in future and notified by company through any method deemed necessary by the Company.
- k) Emirates ID as a token can only be paired to one beneficiary.
- l) Quantity restriction is only available for one allowed product.
- m) On activating a token, it becomes ready to be used in stations. The token can be activated only if the beneficiary is in active status.
- n) Token status that the customer can be changed/modified in Adnoc Wallet are active, suspended and terminated.
- o) There is no vehicle restriction for Adnoc Plus and Emirates ID tokens .
- p) Smart Tag will be the mandatory token for: Customers who require vehicle identification as a control or for any product or service that is restricted by other token(s) and permitted by Company. Vehicle information can be entered through Adnoc Wallet or through card center (copy of vehicle registration both sides copy must be submitted) .
- q) Restrictions will be placed at the token level. **Tokens Restrictions** enabled for the customer to manage all the tokens such as: Product type, Value limit of consumption (daily/weekly/monthly), Service Station Restriction , Day of the week (i.e. weekdays, weekends),
- r) Driver ID (only for Smart Tag ) – is a token created under a customer account and assigned to a smart tag. This is basically for customers who have more than one driver for the same vehicle and want to control fuel consumption for each driver and identification of the driver who was involved in the transaction etc.

## 5. THE ACCOUNT.

- 5.1. On Accountholder's request a token may be issued at the sole discretion of the Company to enable the Accountholder effect transactions at any terminals permitted by the Company. The submission of the documents does not guarantee the issuance of the token or any its services.
- 5.2. The Company may from time to time in its discretion and without prior notice change the available benefits and scope of the services provided by the Company in relation to the Account. Accountholders shall visit the Company Website and/or Adnoc Wallet regularly to keep updated with requisite information's.

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- 5.3. The Company may ask for any documents to its satisfaction felt necessary in any context at anytime and reserves the right to deny benefit of the Account without assigning any reason.
- 5.4. The Account/token is non-transferable and may be used only by the Accountholder or by its duly authorized employees and/or agents. The Account holder shall not pledge the Account/token as security for any purpose whatsoever. The Accountholder warrants that all Authorized users shall comply with these terms and Conditions at all times.
- 5.5. The Account and Beneficiary under Account is created and token created and issued entirely at the risk of the Accountholder and the Company shall bear no liability whatsoever for any loss or damage arising from the issue, use or the inability to use the Account/token, howsoever caused.
- 5.6. The quantities, for which the Account is issued may be reduced or increased at any time felt necessary at the entire discretion of the Company. The Accountholder accepts the Company's record of transactions as conclusive and binding for all purposes.
- 5.7. When enrolling for an account , Accountholder must provide us with accurate, complete and up-to-date information as requested on the Adnoc Wallet or from ADNOC Smart Centre at company premises. The Accountholder agree that the information supplied will be truthful, accurate and complete. The Accountholder shall promptly notify the Company in writing to ADNOC Smart Centre or directly through ADNOC Wallet of any changes effected in his residential address and/or office address and/or any other changes on information provided to the Company in connection with his application of the Account.
- 5.8. The Company shall not be liable to the Accountholder or any third party for any failure in performing the Company's obligations or providing any service including the token is not honored or accepted or if the Accountholder or any third party incurs any loss or injury including by reason of any mechanical or other malfunction in connection with any computer, telecommunications, technical or non technical failure.
- 5.9. The Accountholder is entirely responsible for all activities which occur under his account under the Adnoc Smart and as a result the Adnoc Wallet, including unauthorized use of his or any other credit card/other bank cards/ tokens. You must notify us immediately if you become aware of any unauthorized user access and seek a replacement PIN/password etc. . You also agree that you will only register in your own name. Each user access must be used by a single user and is not transferable.
- 5.10. Account beneficiaries will not have access to the Adnoc Wallet. Only authorized delegates with Username/Password/PIN assigned by the Account Holder will have access.

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#### 6. USE OF THE ACCOUNT/TOKEN

- 6.1. Using an Account means using all functions, products and services of Adnoc Smart and hence it includes Adnoc Wallet, Beneficiary and Tokens. for e.g. If a token is used to make transactions such as payments then it also means that the account has been used to make transactions
- 6.2. The Accountholder(s) shall abide by the terms and conditions of this agreement and be liable for all charges incurred in connection with the use of the Account. The Accountholder accepts full responsibility for all Account/token transactions made by the use of his Account/token, whether or not made with his knowledge or his authority, notwithstanding the termination of this agreement
- 6.3. The Accountholder shall exercise all due care and attention to prevent the loss of and/or use of his Account/token/PIN/Username/Password Account Credentials by any third party. At no time and under no circumstances shall the Accountholder disclose his PIN/ Username/Password to anyone. The Accountholder shall be solely responsible for any use/misuse of the Account/Token/PIN and shall not be released from any obligations from any transactions in respect thereof or relating to, in connection with or arising out of the present agreement.
- 6.4. All tokens are issued after quality control check and hence there will be no damaged token due to which there will no replacement of token due to the reason manufacturing defect. Any replacement of damaged token is subject to charge/fees by the company. Smart Tags are tamperproof and the Account holder is responsible for the safekeeping of the Smart Tag .
- 6.5. An Account/Beneficiary/Token can be activated, suspended or terminated by the Accountholder. However the Company reserves the right to levy a fee for reactivation of Account/Beneficiary/Token.
- 6.6. For an Account/Beneficiary/Token certain features, services, data can be modified by the Accountholder through Adnoc Wallet or through Adnoc Smart Centres for which the company reserves the right to levy a fee.
- 6.7. In event of any Damage/Loss of the token by the Accountholder, the Company reserves the right to levy a fee for providing of replacement token. For any changes sought by the Accountholder in respect of his Lost /Stolen/Suspended/Modification/Damaged Account/token the Accountholder may apply through Adnoc Wallet wherever permissible by the company or at Adnoc Smart Centres at the Company's premises. However for any replacement the Accountholder shall have to visit the Company's premises along with a written request or request through Adnoc Wallet. The change may be done instantly or may take maximum 3 working days from the date of receipt of such request. In cases where the balance available in the Account is below the minimum required amount, to avail

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any replacement token the accountholder shall have to pay a minimum amount as determined by the Company. The minimum amount paid by the accountholder shall cover the applicable replacement fees and any amount above that would be available in the Account for consumption.

- 6.8. The Accountholder shall register and use only one Smart Tag for each vehicle he registers with such account and for which the token is assigned. If more than one token exists for same vehicle then all previous Account/tokens or any Account/token shall be blocked by the Company unless such an additional token is approved by the company based on the vehicle capabilities e.g. vehicle with factory manufactured double tanks. The Accountholder shall promptly notify the Company of any change of registered vehicle number(s) and apply for removal of smart tag through Adnoc Wallet and visit the Company premises for removal of smart tag or do the same directly through Card Centre and receive a replacement if requested. Copy of registration should be provided along with request if the request involves vehicle to be registered. If the change in ownership is not notified the Accountholder shall be liable for any transaction occurring from the smart tag/token.
- 6.9. The Accountholder consents to the use or disclosure to any third party by the Company of any information relating to his account with the Company or his personal or corporate details for marketing, administrative, account collection or credit check purposes.
- 6.10. The token may be used until their expiry dates and thereafter be requested for renewal/replacement through Adnoc Wallet or directly at Company premises. Only emirates id can be renewed in the same card whereas for other tokens a replacement will be provided from the Company premises after deducting the applicable fees.
- 6.11. Accountholder or Adnoc Smart Centre agent upon Accountholder request will be allowed to suspend an account, a beneficiary or a token for a period of up to 6 months. Communication informing end of suspended period will be sent 1 month prior. No fee will be levied for reactivation of a voluntary suspension.

#### **6.12. Delay or Refusal to Act on Instructions and non availability of Services.**

- a) The Accountholders shall be responsible and ensure to maintain sufficient balance in the Account/ prior to effecting any transaction. In cases where the use of the Account exceeds the available balance the Accountholder shall be liable for the immediate payment of the full sum of the transaction in cash.
- b) The Company reserves the right to refuse any service against an Account without assigning any reason or prior notice to the Accountholder if it knows of/or suspects a breach of security or



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fraudulent use/misuse of the Account etc. In such cases the Company also reserves the right to block, terminate the services of the Account and refuse refund of available balance in the Account.

- c) The Company may at any time, without any prior notice, and without giving any reason refuse to act on an instruction, and withdraw, or suspend the Accountholders right to use the Account or impose limits on all or some categories of transactions carried out with the Account/token. The Company shall not be liable for any loss arising from any delay on its part on acting upon or carrying out on any instructions.
- d) The Company may due to technical issues such as Service Stations going offline may permit an pre-approved amount as decided by the company and amended from time to time for availing products and services at the site. In cases where the use of the Account exceeds the available balance the Accountholder shall be liable for the immediate payment of the full sum of the transaction in cash.

### 7. FEES AND CHARGES

- 7.1. The Account Facility and related services is subject to the Company's schedule of fees and charges as published from time to time. Details for these fees and charges are also available on the Company Website and/or Adnoc Wallet and are available upon request. A schedule of the fees and charges may be obtained from Company's main premises .
- 7.2. The Company shall be entitled at its sole discretion to vary the rate or method of calculation of the fees, additional fees for services.
- 7.3. Any changes in fees shall be effective two weeks from official announcement date on the website.

### 8. PAYMENTS

- 8.1. The credit can be made available to the Account with cash in U.A.E Dirham currency from the Company premises through Cash/Bank Card or through Adnoc Wallet by way of Bank Card.
- 8.2. The Accountholder authorizes the company to act upon any instruction to debit an Account/Bank Card received through Adnoc Wallet or Card Centre which has been transmitted using the Password/PIN/Signature and/or any other authentication process which we may require to be used in connection with managing account through Adnoc Wallet or through Adnoc Smart Agents without

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requiring the company to make any further authentication or enquiry, and all such debits shall constitute Accountholder liability.

- 8.3. Upon receipt of a proper and complete request from the accountholder for a Top-Up we will debit the Account and provide a credit of the amount of Top-Up transferred for the benefit of the pre-paid account held . The company shall receive the amount of top up through cash/bank card directly at Adnoc Smart Centre or by customer directly through bank/credit card through Adnoc Wallet.
- 8.4. The Adnoc Smart System through Adnoc Wallet or Adnoc Smart Agents may limit to effect a limited number of Top-Ups and/or Top-Ups to a limited value over specific time periods as deemed necessary by the Company. You will be automatically notified through the Company Website and/or Adnoc Wallet when these limits are reached or should attempt to effect Top-Ups in excess of the limits. The Accountholder shall carefully examine any Top-Up information received through SMS/email or provided by the Company through Adnoc Wallet and shall report any errors or omissions immediately. If it is not reported then there it will assumed to be correct. Once a top up amount is used it cannot be refunded.
- 8.5. The Accountholder shall be liable to settle payments for purchases of products, services and top up transactions irrespective of whether they have made dispute to the bank/third party for payment done for these transactions or irrespective of whether the bank/third party have for whatever reason refunded the Accountholder by not honoring payment to the company or deducting it from the company. The accountholder is responsible to settle all dues as per Company records irrespective of any reason. No claim against Bank/third party shall be subject of claim against the company and have to resolved directly by the Accountholder against Bank/Third Party without the involvement of the Company.
- 8.6. The amount of any transaction originated in a currency other than U.A.E Dirhams shall be converted to U.A.E Dirhams .Any currency conversion fee shall also be borne by the customer.

## 9. LOSS/THEFT/MISUSE OF THE OF ACCOUNT/TOKEN AND /OR PIN

- 9.1. The Accountholder shall immediately report and notify to the Company of any loss/theft/misuse of his Account/token for blocking his Account/token or if the pin is lost/forgotten/disclosed to any other party and to confirm as soon as possible to the Company to block his Account/token directly through Adnoc Wallet or through company. The Accountholder shall be primarily responsible for the security of the Account/token and for all transactions arising from its use/misuse up to the time of Company's actual receipt of such notice from the Accountholder in this regard. Up to such time that the Accountholder notifies the Company, any and all charges incurred or suffered from the

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use/misuse of the Account/token shall be on Accountholder's account, and as such the Accountholder shall not be released of his obligations in respect thereof.

- 9.2. On receiving a written request the Company may at its absolute discretion decide to reactivate a blocked Account/token through Adnoc Smart Centre or directly applied by customer through Adnoc Wallet or done directly wherever permissible. .
- 9.3. The Accountholder may also request directly through Adnoc Smart Centre or through Adnoc Wallet to block his Account/token temporarily for a maximum period as determined by the company.
- 9.4. The Company upon receiving a written request may at its absolute discretion issue a replacement token for any lost or stolen token or issue a new PIN on receiving a written request or directly by applied or done wherever permissible by the accountholder through Adnoc Wallet on prevailing Terms and Conditions or such conditions the Company may deem fit and necessary under the circumstances.

## 10. TERMINATION

- 10.1. This agreement may be requested to be terminated at any time by the Accountholder by giving notice in writing along copy of Emirates ID (both sides) directly at the Adnoc Smart Centre. Upon such request all account beneficiaries and tokens will be suspended immediately and The Company reserves the right to apply any further fees deemed expedient and necessary in future.
- 10.2. The minimum balance in Account after deduction of any applicable charges to avail the refund facility shall have to be a above AED 100 or any such amount as determined by the Company in future.
- 10.3. After the fulfillment of criteria in 10.1, 10.2 the refund process to eligible accountholder's for refund of value in his Account above AED 100.00 up to AED 500.00 will be done through Adnoc Smart Centre at the same time .Any amount of and above AED 500.00 will may take a minimum of 14 working days to avail refund..
- 10.4. The Company reserves the right to terminate this Agreement or any of the Services that are described herein by giving written notice. The Agreement may also be terminated by the Company immediately without notice in case of the following events-
- i) Non Payment of Fees/Charges.
  - ii) Bankruptcy, dissolution, liquidation and/or any other action or legal proceedings against the Accountholder.

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- iii) Non-use of the Account/token by the Accountholder for a period of 6 months or as deemed by the Company. Charges will apply for reactivation of such account.
- iv) Unreported changes in Ownership, nature or place of the business of the Account Holder.
- v) Violation of any terms or conditions of the Agreement.

Upon any termination of the Account, the Account Holder shall immediately cease the use of the Account. Also, all outstanding dues shall become immediately due and payable and the Accountholder shall also be liable to pay all applicable charges.

***Termination shall not affect any of our rights or your obligations arising under this Agreement prior to termination.***

## 11. REQUESTS

11.1. Requests shall only be accepted from the Accountholder on being supported by current valid identification or through any duly authorized person presenting on his behalf along with written request along with authorized signature. Requests can also be made wherever permissible through Adnoc Wallet through usage of Account access credentials. (Request made by a Company shall be on its letterhead signed by authorized signatory).

## 12. FORCE MAJEURE.

The Company shall not be liable in the event that it is unable to fulfill its liabilities arising from these terms and conditions, caused directly or indirectly by a failure of an appliance or a communication system, defect or damaging of the Account/token, industrial disputes, acts of war, circumstances of force majeure or for any other circumstances beyond its control.

## 13. EXCLUSION OF LIABILITY

13.1. The Company shall not be liable of any damage, loss whatsoever, caused to or suffered by the Accountholder that occurs to users or others resulting (a)from the misuse of the Account/token management system,(b)the malfunction of any terminal or disruption of communication systems(c)the enforcements of Company's rights as herein provided (d)any injury to the credit character and reputation of the Accountholder in and about the repossession of the Account/token (e) any misstatement ,misrepresentation , error or omission in any details disclosed by the Company(f)any transactions that may be the result of a fraudulent act (g) any dispute between the Accountholder or third party between the Company .

13.2. The Accountholder shall indemnify the Company against all actions, claims, costs, damages and expenses, including costs, expenses and attorney's fees which the Company may suffer or sustain as

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result of (a) any actions, omissions or breach by the user (b) the enforcements of Company's rights as herein provided. All costs and expenses including attorney's fees incurred by the Company in enforcing and seeking to enforce these terms and conditions or otherwise shall be paid by the Accountholder.

13.3. The Accountholder shall neither hold the Company responsible for the goods or services by any dealer nor the quality of goods and services supplied in connections with any Account/token transaction.

13.4. The Accountholder shall neither hold the Company responsible nor raise any claims against the Company if any person does not accept or refuses to accept the Account/token for any reason.

**13.5. Loss Or Damage Associated With Your Account/token Account:** - Irrespective of any further provisions of these terms and conditions the Company shall not be responsible for any losses, damage, inadequacy, inconvenience, costs or expenses which you or another person may incur in connection with these terms and conditions. This also applies that any Accountholder's action or accession to any communication required or instruction, detention of his Account or request for its returning, non functionality or defect of an appliance or authorization system, transmission connection or, any token damage or inability to load data kept on Account, for whatever reason.

13.6. While Every care has been taken in preparing the information and materials contained in Adnoc Wallet portal, such information and material are provided to you "AS IS" without warranty of any kind either express or whether express or implied, as to the reliability of the information contained on this website and/or Adnoc Wallet. The information is believed to be accurate and current at the date the information was placed on this Adnoc Wallet portal.

13.7. Company does not accept any responsibility arising in any way (including negligence ) for errors in, or omissions from, the information contained in this Adnoc Wallet portal and it's use is at your sole risk. Company shall not be liable for any losses or damages or expenses (Including legal costs) whatsoever arising out of or referable to material on this website or accessed through Adnoc Wallet, even if Company has been advised of the possibility of such damage.

13.8. Company does not represent or warrant that this website will be available and meet your requirement, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or no damage will occur to your computer system. You have sole responsibility for adequate protection and backup of data and/or equipment and to undertake responsible and appropriate precautions to scan for computer viruses or other destructive properties.

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13.9. Company makes no representations or warranties regarding the accuracy, functionality or performance of the any third party software that may be used in connection with this website.

13.10. Any software downloaded from this Adnoc Wallet is at your own risk and the company neither assumes nor accepts liability for any loss or damage(whether direct or indirect ),howsoever caused, as a result of any computer virus , trojan horses ,worms or similar items or processes arising from your use of this web site and/or Adnoc portal where such events arose out of circumstances outside Company's reasonable control

13.11. Any hypertext link from this web site exist for information purposes and are for your covariance only and the Company accepts no liability for any loss or damage arising directly or indirectly(including specific ,incidental or consequential loss or damage)from the accuracy or otherwise of materials or information contained on the pages of such sites or loss arising directly or indirectly from defects with such sites linked .The company inclusion of hyperlinks does not imply any endorsement of the materials on such sites linked

13.12. The Company accepts no liability for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage ) from the failure of any internet transmission (including E-mails correspondence )from the Adnoc Wallet portal , its contents or associated services ,or due to any unavailability of the website or any part thereof or any contents or associated services , where such events arose out of circumstances outside the company's reasonable control

## 14. NOTICES

14.1. Unless evidenced to be notified otherwise by the Accountholder the address provided by the Account Holder to the Company shall be the address for any communication with the Accountholder.

## 15. WAIVER

15.1. No course of dealing nor any delay or omission in exercising any right or remedy shall be construed as waiver of any right or remedy by the Company.

## 16. VIOLATIONS OF TERMS AND CONDITIONS

16.1. Failure to abide by any of the terms and conditions shall result in immediate termination of this agreement, cancellation of the Accountholders account and the Accountholder shall further be liable for all costs and consequences arising thereof.

## ADNOC Distribution

### ADNOC SMART TERMS & CONDITIONS FOR PREPAID ACCOUNT



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#### 17. AMENDMENTS.

- 17.1. The Company reserves the right to amend, modify, vary or supplement any Terms and Conditions or fees, as deemed necessary, by giving notice thereof to the Accountholder by any means which the Company deems fit and such amendment, modification, variation or supplement shall take effect between the Accountholder and the Company as from the date specified in such notice or in the absence thereof, as from the date of such notice or such amendment, modification, variation or supplement shall take effect between the Accountholder and the Company without any notice . The Accountholder shall not be entitled under this agreement to assign rights and liabilities to any other party.
- 17.2. Retention of the Account/token(s) or use of the account and all other products or Services of the Company through the account after the effective date of any such change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Accountholder.

#### 18. Governing law

This Agreement and its terms and the transactions carried out there under are governed by the law in force in the United Arab Emirates, and the parties submit to the exclusive jurisdiction of the Abu Dhabi courts in respect of any dispute.