

ADNOC WALLET**TERMS AND CONDITIONS FOR INDIVIDUAL PREPAID ACCOUNTS**

This AGREEMENT sets out the terms and conditions that govern OUR supply of the SERVICES and YOUR use of the SERVICES. By registering for an ADNOC WALLET ACCOUNT, applying to procure the SERVICES, or by YOUR use of the SERVICES, YOU agree to be bound by the terms of this AGREEMENT and YOU affirm that YOU are at least 18 years of age or, and if the ACCOUNTHOLDER is a company, YOU affirm that: (i) YOU are an employee, director, or agent of such company; (ii) that YOU have the legal authority to bind such company to the terms of this AGREEMENT; and (iii) that such company agrees to the terms of this AGREEMENT and will comply with them when using the SERVICES. The COMPANY and the ACCOUNTHOLDER may be collectively referred to as the "PARTIES" and/or individually as a "PARTY". The AGREEMENT is composed of the terms and conditions below and any other terms referred to herein.

1 DEFINITIONS

WE have used some definitions throughout this AGREEMENT to try and make them easier to read and understand and these are as set out below:

When we say "COMPANY", "WE", "OUR" or "US" we mean "COMPANY" or the relevant company entity entering into the AGREEMENT with YOU (which may be Abu Dhabi National Oil Company for Distribution PJSC or group companies or AGENTS). When WE say "YOU" or "YOUR" WE mean "ACCOUNTHOLDER" (as applicable).

ACCOUNT means an ADNOC WALLET account that belongs to the individual or corporate (prepaid) ACCOUNT HOLDER, which allows an ACCOUNTHOLDER to pay money into their pre-paid ADNOC WALLET account and once loaded use such money to undertake transactions with the COMPANY;

ACCOUNTHOLDER(S) means the person(s), firm or company who submits an application form for a (prepaid) ACCOUNT;

ADNOC WALLET means the COMPANY's secure (online) customer portal services that allows an ACCOUNTHOLDER to access, create, manage and use its ACCOUNT;

AGENTS means any personnel of and/or representing the COMPANY;

AGREEMENT means these terms and conditions for individual and corporate (prepaid) ACCOUNTS;

SERVICES or **SERVICE** means any services supplied by US that enable YOU to create, use, operate and maintain an ACCOUNT; and

UAE VAT means value added tax or similar charges in respect of transactions involving the sale or provision of goods and/or services and payable to any Governmental Authority in the UAE in accordance with UAE law.

2 **ELIGIBILITY**

2.1 You may find further details on what information YOU must supply to US in order to submit an application to apply for an ADNOC WALLET and the SERVICES on OUR FAQs page found [here](#). Please note YOU must submit a complete and accurate application in order to receive the SERVICES and WE may (at OUR sole discretion) reject any application without reason at any time.

2.2 Once YOUR ACCOUNT is activated with US, in addition to the terms of this AGREEMENT, the COMPANY's privacy policy, which may be found [here](#) and any other terms and conditions published by the COMPANY from time to time, will also apply. This AGREEMENT and other terms and conditions may be updated by US from time to time and WE will usually put them on OUR website. YOUR continued use of the SERVICES following any update or amendment pursuant to this Part 2.2 shall be deemed as YOUR unequivocal acceptance of this AGREEMENT and any other applicable terms and conditions (as updated by US from time to time).

3 **SERVICES**

3.1 Without prejudice to Parts 3.2 and 3.3 below, once YOUR application for an ADNOC WALLET ACCOUNT is accepted, WE may provide the SERVICES to YOU with reasonable skill and care. WE will do what WE can to make the SERVICES available at all times and fault-free, but WE cannot promise that the SERVICES will always be available or fault-free.

3.2 The following conditions shall apply at all times to YOUR use of the SERVICES:

3.2.1 YOU are responsible for all activities and payments that occur when YOU use the SERVICES, including the unauthorised use of any credit/debit cards, or any other payment method used, and YOUR use of the SERVICES by YOU or anyone else using YOUR ACCOUNT (with or without YOUR knowledge). YOU must contact US immediately if YOU become aware of any unauthorised access or use of ADNOC WALLET, YOUR ACCOUNT or the SERVICES. Please see OUR FAQs page found [here](#) for more information on how to contact US in the event of any such unauthorised access or use;

3.2.2 In order to use the SERVICES, YOU may need equipment with the correct minimum specification, which YOU may be responsible for and YOU fully acknowledge that failures, errors, omissions or loss of transmitted information may occur at any time during YOUR use of the SERVICES and that viruses or

other contaminating or destructive properties may be transmitted to equipment causing damage;

3.2.3 WE do not accept any responsibility (including negligence) for any errors in, or omissions from, any information that may arise from the SERVICES (**ERRORS**) and YOUR use of the SERVICES is at YOUR own risk. WE shall not be liable for any losses, damages or expenses (including legal costs) that is incurred or suffered by YOU (or any third party) as a result of ERRORS; and

3.2.4 any software downloaded as part of the SERVICES is at YOUR own risk and WE do not assume or accept any liability for any loss or damage (whether direct or indirect), howsoever caused or suffered by YOU, as a result of any computer viruses, Trojan horses, worms or similar items or processes arising from YOUR use of the SERVICES.

3.3 YOU acknowledge and agree that YOU shall (and YOU shall procure that any other person who uses the SERVICES via YOUR ACCOUNT shall) use the SERVICES in line with the following:

3.3.1 YOU are solely responsible for abiding by this AGREEMENT and ensuring that YOU have sufficient funds to use the SERVICES;

3.3.2 YOU shall be responsible for all charges that become due and payable if YOU use the SERVICES to purchase goods and/or services. WE are not responsible for any transactions YOU make whilst using the SERVICES or for how YOU use the SERVICES;

3.3.3 under no circumstances should YOU disclose any information that is used to access the SERVICES (e.g. YOUR password, customer ID number, PIN or username etc.). YOU are solely responsible for the correct implementation, management and monitoring of how YOU use the SERVICES. As such YOU shall remain liable for any unauthorised use of the SERVICES, please see OUR FAQs page found [here](#) for more information on how to contact US in the event of any unauthorised access or use of the SERVICES. However, please note that WE shall (at OUR absolute discretion) have a right to terminate this AGREEMENT following any reported or suspected unauthorised access or use of the SERVICES without notice (see Part 7 below);

3.3.4 WE may provide YOU with equipment to use in connection with the SERVICES. The equipment will remain OUR property and YOU must not resell, tamper with, wilfully damage or distribute equipment. WE are not the manufacturer of any equipment that may be provided to YOU to use in connection with the SERVICES. WE are not therefore responsible if any equipment (or part thereof) does not work or is faulty. The third party manufacturing warranty (if

applicable) will be YOUR sole and exclusive remedy in respect of any defective or faulty equipment. WE shall have no liability to YOU to repair or replace equipment at any time;

3.3.5 YOU shall indemnify US against all losses, liabilities, costs (including legal costs) and expenses which WE may incur as a result of any claims against US arising from, or in connection with, YOUR misuse of the SERVICES or breach of this AGREEMENT;

3.3.6 YOU shall ensure equipment is not used fraudulently or illegally, or for any fraudulent or illegal purpose. If WE reasonably believe that the use of equipment is unauthorised, fraudulent or otherwise unlawful or has been obtained by fraudulent or unlawful means WE will suspend providing YOU with the SERVICES; and

3.3.7 neither the COMPANY nor any of its AGENTS give any warranties, undertakings or representations of any kind, either express or implied, statutory or otherwise, in relation to the SERVICES, including, but not limited to, any implied warranty of satisfactory quality or fitness for a particular purpose, or any warranty arising by usage of trade, course of dealing or course of performance. The COMPANY does not represent or warrant that the SERVICES can always be relied upon.

4 **CHANGES**

WE may sometimes want to make changes to the SERVICES or equipment. WE may at any time, without notice to YOU, make any changes to the SERVICES to: (i) reflect changes in the law or regulatory requirements; (ii) implement minor technical adjustments and improvements; or (iii) for any other reason at OUR discretion. YOUR continued use of the SERVICES following any such change shall be deemed as YOUR unequivocal acceptance of a change and any resulting amendment to this AGREEMENT.

5 **DATA**

5.1 The ACCOUNTHOLDER consents to the use or disclosure to any third party by the COMPANY of any information relating to the ACCOUNTHOLDER's ACCOUNT for marketing, administrative, account collection or credit check purposes. Please visit the privacy policy, which may be found [here](#) for more details.

6 ACCOUNT CREDITS, RECEIPTS AND ERRORS

- 6.1 When YOU use the SERVICES to purchase goods and/or services YOU will be responsible for checking and reconciling all charges. For more details on the scope of SERVICES that will be available to YOU please see OUR FAQs page found [here](#).
- 6.2 As part of the SERVICES, YOU can add funds to YOUR ACCOUNT in U.A.E Dirham (AED). For more details on how to add funds please see OUR FAQs page found [here](#).
- 6.3 If whilst using the SERVICES any error or omission occurs WE may after further investigation (and at OUR sole discretion) debit or credit YOUR ACCOUNT with an amount that WE deem reasonable and necessary so as to remedy the relevant error or omission. Please see OUR FAQs page found [here](#) to report any such issues. Notwithstanding the foregoing, YOU shall remain liable, at all times, to repay without delay any amounts that are fraudulently, incorrectly or erroneously: (i) added to YOUR ACCOUNT or (ii) omitted from being debited from YOUR ACCOUNT.
- 6.4 Please note that WE may at any given time (and at OUR sole discretion) place limits on: (i) the amount of funds that YOU can add to YOUR ACCOUNT; (ii) the types and/or amount of goods and/or services that are available to purchase whilst using the SERVICES; (iii) the amount YOU are able to maintain on YOUR ACCOUNT; and (iv) the amount YOU are able to spend on a daily, weekly, monthly or yearly basis.
- 6.5 – The Wallet Facility is subject to the Company’s schedule of fees and charges as published from time to time.

Type	Fees (AED)
Tag Installation work order request	52.50 (Inclusive of VAT)
Tag Replacement request	52.50 (Inclusive of VAT)
Annual Service fee for RFID token	26.25 (Inclusive of VAT)
Fuel and Non-Fuel card Personalization (ADNOC Plus)	262.50

7 TERMINATION AND SUSPENSION

- 7.1 WE shall have a right to terminate or suspend this AGREEMENT or any part of the SERVICES without giving YOU notice if: (i) WE reasonably believe that YOU or others (whether under YOUR control or not) are misusing the SERVICES including but not limited to making use of the SERVICES for illegal purposes; (ii) YOU otherwise breach the terms of this AGREEMENT, (iii) YOU repeatedly cause a nuisance or annoyance or otherwise act illegally towards OUR staff, OUR AGENTS or OUR AGENTS’ property; (iv) WE are told to do so by the Government, any other lawful regulatory authority or the emergency services; (v) YOU do not use the SERVICES for more than six (6) consecutive months, (vi) YOU allow anything to happen which may have the effect of

jeopardising the operation of the SERVICES; (vii) WE are no longer able to provide the SERVICE; or (viii) for operational or technical reasons.

7.2 Please note, if WE suspend the SERVICES under (i) to (vi) above, YOU may forfeit the right to any funds that are held in YOUR ACCOUNT. Please see OUR FAQs page found [here](#) for more information on how to contact US in the event of termination or suspension of YOUR ACCOUNT.

8 **FORCE MAJEURE**

WE shall not be liable for any failure or delay in performing the SERVICES or any other obligation under this AGREEMENT, nor for damages suffered by reason of such failure or delay, which is, directly or indirectly, caused by an event beyond OUR reasonable control.

9 **DISCLAIMERS AND LIMITATION OF LIABILITY**

9.1 To the fullest extent permitted by UAE law, WE shall not, under any circumstances, be liable to YOU under this AGREEMENT. WE are not responsible for any goods or services procured through the SERVICES.

9.2 In the event that WE or OUR AGENTS are found to be liable to YOU under UAE law:

9.2.1 OUR total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection this AGREEMENT or with the performance of the SERVICES shall be limited to the total of AED 20,000 for any claim; or AED 40,000 for all claims within any twelve (12) month period; and

9.2.2 WE or OUR AGENTS shall not be liable to YOU for any consequential or indirect damages that arise out of or in connection with this AGREEMENT or with the performance of the SERVICES including (without limitation) any of the following: (i) loss of profits; (ii) loss of business; (iii) loss of goodwill or reputation; (iv) loss of anticipated savings; (v) loss of goods; (vi) loss of contract; (vii) loss of use; (viii) loss of or corruption or damage to data; (ix) loss of management time; or (x) any other commercial damages or losses.

10 **WAIVER**

No course of dealings nor any delay or omission in exercising any right or remedy shall be construed as a waiver of any right or remedy by US.

11 VAT

YOU shall be liable for UAE VAT, all taxes, imposts, duties, withholding taxes, charges or other assessments applicable to this AGREEMENT or which become applicable in connection with this AGREEMENT. This includes any increase in the rate of VAT, the imposition of a new tax or the extension of an existing tax that has not previously applied.

12 GOVERNING LAW AND DISPUTE RESOLUTION

This AGREEMENT shall be governed by and construed in accordance with the laws of Abu Dhabi and the applicable Federal Laws of the UAE and the PARTIES hereby irrevocably submit and agree that the courts of Abu Dhabi, United Arab Emirates shall have the exclusive jurisdiction to hear and determine any action or proceeding and to settle any disputes which may arise out of or in relation to this AGREEMENT.