

Pay Later Terms & Conditions

1. About These Terms

The Pay Later Product (previously referred to as as Buy Now Pay Later and now "Pay Later Product") is offered to you by Tabby LLC ("Tabby"), a company incorporated under the laws of United Arab Emirates, which offers Short-Term Credit, as defined by the Central Bank of the United Arab Emirates's (CBUAE) Finance Companies Regulation.

These Product Specific Terms (the "Pay Later Terms") explain how the Product works, your rights and responsibilities, and Tabby's rights and responsibilities.

These Pay Later Terms apply to your use of the Pay Later Product and any new features or services offered from time to time. By using the Pay Later Product, you agree to be bound by these Pay Later Terms, in addition to the [General Terms](#) and [Privacy Policy](#) applicable to the Tabby Platforms. It's important to read them carefully as they form a legally binding agreement between you and Tabby.

If you do not agree to these Pay Later Terms, you must not proceed to use the Pay Later Product.

2. How It Works

Our Pay Later Product lets you manage your finances by requesting a short-term loan from Tabby to facilitate a purchase and spread the repayments over a series of smaller and/or scheduled payments ("Instalments") instead of paying the full amount upfront. Simply select Tabby as a payment method on any Tabby Platform online or in-store checkout point, and you will be directed to one or more of the payment options below (each a "Payment Option"):

Free Payment Plans

You can choose to pay for your purchase online or in-store, in Instalments over a period of time for free and without interest. If you choose to pay in Instalments, you will only be required to pay the first Instalment of the purchase price at checkout or on the Tabby Platform. Tabby may offer free payment plans for varying durations with different merchants, and will confirm this with you prior to your acceptance of this Payment Option.

Paid Payment Plans

With selected merchants, you can choose to pay for your online or in-store purchases in Instalments for a service fee, as outlined at the point of application and in the [KFS](#). Tabby may offer paid payment plans with varying durations with such select merchants.

Pay Next Month or Pay in Full

You can choose to 'Pay Next Month' for multiple online purchases with various merchants and pay the total amount in one Instalment at the end of the month on a specific billing date, without fees or interest. You can also choose to pay for a purchase in full immediately through Tabby.

3. Instalment Payments

If you choose to pay through any of the Payment Options above, you will be required to make each Instalment payment, as per the set Instalment billing cycle as shown on the Tabby Platforms.

After signing up for a Payment Option, you may choose to repay the full outstanding amount at any time before the scheduled Instalment dates. By doing so, you will settle all remaining Instalments and any associated dues owed to Tabby under the Payment Option. Please note that even if you choose to repay early, the service fee for each Instalment will still apply and is non-refundable.

4. Extend Your Due Date

If you are unable to pay your Instalment as per the Payment Option's billing cycle and want to avoid negative consequences (e.g. collection charges and/or losing access to the Pay Later Product), you can request to extend the due date of your next Instalment for a few days, for a fee as set out in the [KFS](#), and in the Tabby App at the point of application for the extension. The number of days your Instalment may be extended will be determined by us and communicated to you. We have the right to reject your application to extend the due date of your Instalment, at our discretion.

You can use this feature only once for each Instalment under a Payment Option. Please be informed that choosing to extend the due date of an Instalment does not affect or limit your obligations, including your obligation to pay any future Instalments, under these Pay Later Terms. If we agree to extend the due date of your Instalment, only the repayment date of that specific Instalment will change. The remaining amount owed and any future Instalments will continue to follow your original billing cycle.

5. Rescheduling your Payment Plan

We may offer eligible customers an option to reschedule all remaining Instalment due dates under an active payment plan by up to 21 days, for a fee as disclosed in the KFS. This is different from a one time Instalment extension, as it applies to all future instalments in your payment plan, not just the next scheduled Instalment payment.

This option shall be made available at our sole discretion and is subject to your eligibility and risk profile. Your risk profile may also determine the stage of your active payment plan at which this option is offered, such as the number of remaining Instalments required to qualify. It will not be offered if any Instalment under your payment plan is overdue. If you are eligible, you will be shown the option to avail this feature through the Tabby App. You may apply for this option once during the lifetime of your active payment plan.

When submitting your request, you can choose to move your remaining Instalment due dates to any available custom date. Your future payment schedule will be updated accordingly. Any applicable fee will be shown to you before you confirm your request and may either be charged upfront or be spread across your remaining Instalments, depending on your risk profile.

6. Switch Your Payment Option

If you have chosen a short Payment Option (i.e. four Instalments) and you wish to extend your chosen plan to a longer Payment Option (i.e. six Instalments), you can request to switch the Payment Option through the Tabby App, subject to our approval. You can only request to switch your Payment Option before the first Instalment becomes due, excluding the initial downpayment made at the time of purchase.

Please note that while changing the Payment Option itself does not incur a fee, if any fee is applicable to the new Payment Option (as set out in the [KFS](#)) it may be split across all Instalments under that Payment Option or be charged upfront, depending on your risk profile..

You may only request to switch your Payment Option once for each plan you choose. You may not switch from longer Payment Options (i.e. eight Instalments) to shorter Payment Options (i.e. four Instalments).

7. How to Access the Tabby Pay Later Product

To access the Pay Later Product, you must register yourself on the Tabby Platforms, as applicable, and provide the requested information, including Biometric Data in order for us to conduct the relevant checks (and you agree that these may include obtaining your credit score and/or credit history report from the Al Etihad Credit Bureau ("AECB")). This will be done based on the eligibility criteria in the [General Terms](#). Once you have been registered, you may

proceed to request for one of the above Payment Options, upon accepting these Pay Later Terms. Your transaction history along with the billing cycle and relevant due dates will be visible to you on the Tabby App.

You can also use the Pay Later Product in-store at select merchants. Simply visit the merchant and let the staff know you would like to pay through Tabby for a purchase. The merchant will request your registered phone number and send you a payment link. This payment link will either direct you to the mobile browser, or if installed, the Tabby App, where you can complete your payment using one of the above mentioned Payment Options.

8. Our Rights

At the time of applying for a Pay Later Product, we have the right to assess your data, transaction history, credit history and ask you for additional information to assess your creditworthiness. All your data will be handled in compliance with our [Privacy Policy](#). Upon assessing these documents, we have the right to reject your application to avail a Pay Later Product at checkout.

If you make purchases using any of the above Payment Options, we will pay the merchant for your purchases on your behalf and you agree to repay the total amount to us in full via the availed Payment Option, in accordance with these Pay Later Terms.

9. Collection Charges

By using the Pay Later Product, you agree to pay all amounts due for your purchases in line with these Pay Later Terms and the [KFS](#). These payment obligations will continue to apply even if these Pay Later Terms are terminated.

If you miss an Instalment due as per your Payment Option billing cycle, Tabby will impose collection charges, which will be added to the Instalment or total amounts due to us ("Collection Charges"). The Collection Charges will be determined based on the outstanding amounts due to us. The Collection Charges will be applied in the following manner:

- An initial Collection Charge will be applied immediately upon a missed Instalment payment
- If the Instalment is not paid within fourteen (14) days after the due date, an additional Collection Charge will be charged at the same rate as identified in the [KFS](#)
- If the Instalment remains unpaid for twenty-eight (28) days after the due date, an additional Collection Charge will be charged at the same rate as provided in the [KFS](#).

All components of the Collection Charges are provided in the [KFS](#).

10. What Happens If You Don't Pay

To ensure your payments are made on time, we may ask you to link more than one Payment Method. You will need to choose one as your primary Payment Method. You authorize us and Other Service Providers we partner with to automatically charge your Payment Method(s) for any amounts you owe us. If the original payment method is removed, a new valid Payment Method must be linked for continued access to our Pay Later Product.

If we're unable to collect payments from your linked Payment Method(s), we may use any balance in your Tabby Cash Account to recover the outstanding amount. In addition, your Tabby Cash Account may be designated as the primary payment method for all repayments. You need to ensure you have sufficient funds and we will apply the available balance towards your Instalments as they fall due. In cases where your funds are insufficient, any payment cards linked to your Tabby Platform may be used by Tabby and/or its Group Entities to automatically top up your Tabby Cash Account for the purpose of facilitating repayments.

You will receive an email reminder five (5) days before your payment(s) due date. Additional reminders will also be sent one day before and on the due date itself.

After ninety (90) days we may also use a debt collection agency and/or take legal action to recover the amounts you owe us. You will be responsible for any reasonable costs associated with the collection process. We will notify you of any such costs through your Tabby Platform, and they will be added to your total amounts due.

You acknowledge that we may be required to report late payment and any subsequent collection action that we need to take to the Al Etihad Credit Bureau which may affect your credit report and ability to obtain credit in the future.

11. Hardship

We understand that there may be instances where you are unable to make your Instalment payments on time due to financial difficulties. If this happens to you, you should reach out to us before your Instalment payment is due for payment through one of our Contact Support options. We will then discuss ways that we can help you and agree on a suitable debt management solution that is in line with our internal policies.

12. Cancellation And Refunds

You may cancel an order with a merchant or service provider, subject to their cancellation policy. If you cancel an order, we will cancel your outstanding payment that's due. If you want to return part of your order, you'll only have to pay for the products you want to keep.

In the case of returned goods, once we receive written confirmation from the merchant that you're entitled to a refund for a purchase, the amount will be refunded to the payment method

used to make the payment.

You may opt to have any refund to which you are entitled directed to your Tabby Cash Account instead of the original payment method. If you have not indicated your preferred refund destination, we may hold the refund for up to three (3) days to allow you to make a choice. If no choice is made within this period, the refund will automatically be returned to the original payment method used for the purchase.

If we are unable to process a refund to your original payment method for any reason, we reserve the right to credit the refund amount to your Tabby Cash Account instead.

Details of how the refund is adjusted is provided in the [KFS](#).

13. Buyer Protection

Our Buyer Protection Program is here to help if you encounter any issues with the purchases made using the Pay Later Product. Common issues include not receiving your order or receiving a damaged product.

Our goal is to ensure a fair resolution between you and the merchant. If you have a dispute, please contact us through the Tabby App, and we will guide you through the process.

The [Buyer Protection Policy](#) outlines how Tabby will handle such disputes, your rights and responsibilities and the merchant's obligations, and the steps each party may take to seek resolution.

14. Security Interests Assignments and Transfers

As part of certain financing transactions, we have agreed to sell, assign, and transfer all of our rights, title and benefit to selected receivables, accounts payable, book and other debts, proceeds and other rights to receive money arising out of the Pay Later Product from time to time:

- in respect of any Pay Later Product that has a unique identification number under its Pay Later Agreement with the prefix ["pay-in-[agreed number of instalments]" OR "split-in-[agreed number of instalments]" OR "virtual_card_installments" (its related receivable, being a "Flow I Receivable"), to Flow Finance I Designated Activity Company (the "Flow I Purchaser"). You hereby agree to and acknowledge the sale, assignment and transfer provided for in this section and that this section shall constitute notice of such sale, assignment and transfer. Until such time as you are notified to the contrary, we will continue to administer and service the Flow I Receivables on behalf of the Flow I Purchaser. Further, until notified to the contrary, you must discharge your obligation to make payment in connection with the Flow I Receivables to the Flow I Purchaser by paying such amounts in accordance with, and to the persons specified in, these Pay Later Terms. In connection with such

sale, assignment and/or transfer, you agree and acknowledge that we may disclose any information relating to your agreement with us and your use of the Pay Later Product to which a Flow I Receivable relates, to the Flow I Purchaser, to any financier of the Flow I Purchaser and to any of their respective directors, nominees, employees, professional service providers and advisors; or

- in respect of any Pay Later Product that has a unique identification number under its Pay Later Agreement with the prefix "LTF" (its related receivable, being a "Flow II Receivable"), to Flow Finance II Designated Activity Company (the "Flow II Purchaser"). You hereby agree to and acknowledge the sale, assignment and transfer provided for in this section and that this section shall constitute notice of such sale, assignment and transfer. Until such time as you are notified to the contrary, we will continue to administer and service the Flow II Receivables on behalf of the Flow II Purchaser. Further, until notified to the contrary, you must discharge your obligation to make payment in connection with the Flow II Receivables to the Flow II Purchaser by paying such amounts in accordance with, and to the persons specified in, these Pay Later Terms. In connection with such sale, assignment and/or transfer, you agree and acknowledge that we may disclose any information relating to your agreement with us and your use of the Pay Later Product to which a Flow II Receivable relates, to the Flow II Purchaser, to any financier of the Flow II Purchaser and to any of their respective directors, nominees, employees, professional service providers and advisors;

This Section 14 shall constitute our prior notice of any such assignment, sale or transfer and your consent to any such assignment, sale or transfer to the Flow I Purchaser or the Flow II Purchaser, as the case may be.

In addition, in case any receivables, accounts payable, book and other debts, proceeds and other rights to receive money that are otherwise purported to be transferred to Flow I Purchaser or Flow II Purchaser, as the case may be, are not transferred for any reason, you hereby acknowledge, agree and consent: to any security interests granted by Tabby in favour of HSBC Middle East as applicable from time to time, each at the relevant time acting as security agent in the United Arab Emirates (each a "Murabaha Security Agent") over all its present and future rights, title and interest from time to time in and to the relevant receivables, accounts payable, book and other debts, all proceeds and other rights to receive money under or in connection with these Terms.

15. Termination of Pay Later Terms

Tabby may decide to end your access to Pay Later Products at any time. If this happens, your agreement with us under these Pay Later Terms and, if applicable, the [General Terms](#) will also end.

If you still have any unpaid Instalments at the time of termination, the full amount of these will become immediately due and payable, and you may be given a grace period of ten (10)

Business Days from the effective date of termination. If you do not pay the outstanding amount on time, we will seek full payment as set out in section 9 above.

Please note that ending these Pay Later Terms does not automatically cancel any other service agreements you may have with us, nor does it affect your purchase agreements with merchants.

The law gives you five (5) Business Days to terminate these Pay Later Terms and cancel a Pay Later Product without penalty. However, we may ask you to waive this cooling-off period if we decide to provide you with an instant loan so that you can complete your purchase without delay.

16. Interpretation

All capitalised terms not otherwise defined in this document shall have the meanings as set out in the [General Terms](#).