

Tabby Card Terms and Conditions

1. About These Terms

Tabby Card ("Tabby Card") is offered to you by Tabby LLC ("Tabby") a company incorporated under the laws of the United Arab Emirates, which offers Short-Term Credit as defined by the Central Bank of the United Arab Emirates's (CBUAE) Finance Companies Regulation and will be governed by these Product Specific Terms ("Tabby Card Terms"). These Product Specific Terms (the "Tabby Card Terms") explain how the Tabby Card works, your rights and responsibilities, and Tabby's rights and responsibilities.

These Tabby Card Terms apply to your use of the Tabby Card and any new features or services offered from time to time. By using the Tabby Card, you agree to be bound by these Tabby Card 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 Tabby Card Terms, you must not proceed to use the Tabby Card.

2. How It Works

Tabby Card is a digital Visa card available on the Tabby App. It allows you to access short-term credit to make transactions online and in-store in the UAE , anywhere Visa is accepted and split the payment for these transactions into smaller and/or scheduled payments ("Instalments"). To use your Tabby Card, simply add it to your mobile's built-in wallet such as Apple Pay, Samsung Pay or Google Pay wallet and tap your phone at checkout for in-store transactions or selecting Tabby Card for making an online payment .

Your Tabby Card comes with a credit limit that will be communicated to you when you sign up. At our discretion, we may offer you the option to upgrade your Tabby Card for a fee, which will be communicated to you when the upgrade is offered. Such upgrades may include special features, such as co-branded cards with select merchants that offer additional benefits and promotions.

Your Tabby Card can be used with a wide range of merchants, including those outside the Tabby Card partnership network ("Tabby Card Network"). However, Tabby reserves the right to restrict usage to certain merchants or impose spending limits for specific merchants at its sole discretion. Tabby Card comes with the following payment options ("Payment Options"):

Split In instalments

This Payment Option lets you choose to split your transactions into multiple Instalments (such as pay in 4, 6 and up to 12 Instalments) at checkout in-store and online with any merchant. If you choose to use the Tabby Card with merchants outside the Tabby Card Network, a one-time fee will apply, as outlined in the [KFS](#) for the Tabby Card. For transactions within the Tabby Card network, Tabby will allow you to pay 25% of the purchase price each month without any fee. Tabby reserves the right to reject a request for Installments at its discretion and holds the right to display or withdraw Installment options at any time.

Minimum Payment

We may, at our discretion, offer you the flexibility to choose to make an Instalment representing a minimum payment on your total monthly bundled transactions across different merchants and defer the remaining amount to the following billing cycle. Each time you choose to roll over the remaining amount to the next statement cycle, a 'Roll Over' fee will apply, as detailed in the [KFS](#).

No Fee Minimum Payment

We may, at our sole discretion, offer and display the option to pay a minimum payment amount (at no fees) on your Tabby Card. The no-fee minimum is a benefit offered by Tabby, wherein if you have any transactions on Tabby Card Network, they would be required to pay only 25% of the purchase price each month over a period of four (4) months at no fees.

For any transactions out of the Tabby Card Network, the full amount would be added to your no fee minimum amount and shown as due in your account statement.

3. Auto-Charge

You will need to link a valid Payment Method in the UAE to your Tabby App, which will serve as your default payment method. You can update or change your linked Payment Method at any time through your Tabby App. If the original Payment Method is removed, a new valid Payment Method must be linked for continued use. Please note that some payment methods may be subject to applicable fees, which will be disclosed in the [KFS](#).

We (or Other Service Providers) will automatically charge your linked Payment Method when a payment is due, so you don't need to worry about making manual payments or missing a due date. By linking your Payment Method, you authorise us and Other Service Providers to

charge it for the amounts and on the dates specified in your Tabby App as per your billing cycle. If you decide to make a repayment through your credit card, please note you may be charged a fee by your bank for such repayment.

If you prefer, you can log into the Tabby App and manually pay a different amount before the due date. Any remaining balance after the due date can be carried forward for a fee as explained in the [KFS](#). If a payment delay extends beyond ten (10) days grace period, your Tabby Card may be temporarily blocked until payments are up to date. Please note that making a manual payment before your due date does not cancel your automatic payment. However, your linked Payment Method will only be charged automatically if your manual payment is less than the amount you chose to pay automatically. In that case, you will be charged the difference.

We may, at our discretion, offer you various auto repayment options for your Tabby Card. If you choose to use these features, your linked Payment Method will be charged accordingly. Additionally, you authorise us and Other Service Providers to debit or credit your linked Payment Method if needed to correct any errors or discrepancies in your transactions.

4. How to Access the Tabby Card

To use the Tabby Card, you must register yourself on the Tabby App 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). This will be done based on the eligibility criteria in the [General Terms](#). Once you have been registered, you may proceed to sign up for the Tabby Card, upon accepting these Tabby Card Terms. Your transaction history along with the billing cycle and relevant due dates will be visible to you on the Tabby App.

5. Credit Limit

Once your application for a Tabby Card is approved, we will assign you a credit limit, which you will be able to view on the Tabby App. This is the total amount you can use for transactions, and it will update as you make transactions using the Tabby Card.

We have the right to adjust your credit limit from time to time depending on various factors, including but not limited to Applicable Laws, your credit history, transaction history and your repayment behaviour across other Tabby Products.

We also have the right to revoke your credit limit at any time for any reason, including if you have any outstanding dues with us or have been blacklisted for any reason.

6. Our Rights

At the time of applying for a Tabby Card, we have the right to assess your data, transaction 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 a right to reject your application to obtain a Tabby Card. If your application for the Tabby Card is not approved by us, we encourage you to continue transacting on the Tabby App using other Tabby products. This may allow us to better understand your transacting patterns and assess your creditworthiness over time. Should you again apply for a Tabby Card in the future, based on this transaction activity, we may reassess your profile and extend the Tabby Card to you at that time, at our sole discretion.

We may decline any Tabby Card transaction if it is unauthorized, exceeds your credit limit, violates these Tabby Card Terms, Visa rules, or Applicable Law, or if we have reasonable grounds to suspect fraud, criminal activity, or other security risks.

If you make transactions using the Tabby Card, we will pay the merchant for your transactions on your behalf and you agree to repay the total amount to us in full via the available Payment Options, in accordance with these Tabby Card Terms.

7. Collection Charges

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

If you miss an Instalment or payment due as per your billing cycle, Tabby will impose a collection charge, which will be added to the Instalment or total amounts due to us ("Collection Charge"). The Collection Charges will be determined based on the outstanding amounts due to us. All components of the Collection Charges are provided in the [KFS](#).

8. What Happens If You Don't Pay

If we're unable to collect your Instalments from your linked Payment Method, we may use the balance in your Tabby Cash Account (if you hold an account with us) to recover the amount you owe us.

You will receive an email reminder ten (10) days before your Instalment or payment(s) due date. Additional reminders will also be sent one day before and on the due date itself.

If you have access to other credit-based Tabby products and we are unable to collect payments for your Tabby Card, we may restrict or block your access to those other credit Tabby Products.

If necessary, we may also use a debt collection agency to recover any 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 App and they will be added to the total amount you owe us.

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.

9. 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 through one of our Contact Support options. We will then discuss ways that we can help you and agree to a suitable debt management solution that is in line with our internal policies.

10. 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 Tabby Card 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 Tabby Card 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 10 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 Tabby Card Terms.

11. Tabby Card Restrictions

Tabby Card can be used for online purchases from international merchants for transactions in AED only; however, in store use of the Tabby Card is limited to the UAE only.

You must not use your Tabby Card for transactions related to cryptocurrencies, gambling or any illegal activities. In these instances, Tabby reserves the right to automatically block your Tabby Card or reject such transactions.

Your first transaction using the Tabby Card must not exceed the amount specified in the [KFS](#). Additionally, your total annual spending is subject to the annual limit outlined in the [KFS](#).

We reserve the right to restrict purchases of certain categories, such as jewellery, based on your transaction history, creditworthiness, and other relevant factors.

For security purposes, if we detect multiple transactions through your Tabby Card within a short timeframe, we may flag this activity as potentially fraudulent and temporarily block your card. If you confirm that you initiated these transactions, you will need to notify us. After completing the necessary verification checks, we will proceed to unblock your Tabby Card.

12. Visa Click to Pay Feature

You may opt to enable Visa's Click to Pay feature ("Click to Pay") on your Tabby Card to allow you an easier online checkout experience with select merchants. Your use of Click to Pay is voluntary and subject to these Tabby Card Terms and Click to Pay terms of Visa. You can disable the Click to Pay feature at any time by reaching out to our Contact Support.

You can authenticate the Click to Pay feature on your personal devices using various methods, including fingerprint, facial recognition, or passcodes. Please note that the use of these authentication methods is governed by your agreement with the device manufacturer, and we are not liable for their performance or security. We may amend or suspend or discontinue the Click to Pay feature at any time at our discretion due to any reason.

You agree to use Click to Pay in accordance with all Applicable Laws. You must follow the guidelines provided by Visa or Tabby and refrain from any actions that may disrupt or interfere with the operation of this feature.

We may process and share your information in accordance with our [Privacy Policy](#). Based on your Click to Pay transaction history, you may also become eligible for Tabby Card benefits.

13. 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 a refund from the merchant for a purchase, the amount will be refunded to restore your credit limit within twenty one (21) Business Days. At its discretion, Tabby may issue a refund by restoring your Tabby Card credit limit, crediting your linked payment method, or depositing the amount into your Tabby cashback pot.

14. Disputes

The merchant is solely responsible for any defects or issues related to goods or services purchased and any such complaints should be directed to the merchant. In the event that the

merchant is unresponsive, you may reach out to us in order to raise a dispute in this regard. All disputes will be handled in accordance with our [Disputes Policy](#).

15. Termination Of Tabby Card Terms

Tabby may decide to end your access to the Tabby Card at any time. If this happens, your agreement with us under these Tabby Card Terms will also end.

If you still have any unpaid amounts due to us at the time of termination, the full amount of these will become immediately due and payable, however, you may be given a grace period of ten (10) days from the effective date of termination, to pay the outstanding amount in full. If you do not pay the outstanding amount on time, we will seek full payment as set out in section 8 above.

Please note that ending these Tabby Card 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 Tabby Card Terms and cancel the Tabby Card along with the loan in terms of the available limit extended to you, 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 ascribed to them in the [General Terms](#).