

Tabby Cash

Terms & Conditions

1. Tabby Cash Account & Wallet Services

The Tabby Cash Product is offered to you by our Group Entity, Tabby Payments LLC-FZ ("Tabby Payments") which is licensed by the UAE Central Bank to offer Stored Value Facilities and is registered in Meydan Free Zone.

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

These Tabby Cash Terms apply to your use of the Tabby Cash Product which includes the Tabby Cash Account, Wallet Services and any other product or service offered from time to time. By using the Tabby Cash Product, you agree to be bound by these Tabby Cash Terms, in addition to the General Terms and Privacy Policy applicable to the Tabby App. It is important to read them carefully as they form a legally binding agreement between you and Tabby Payments.

If you do not agree to these Tabby Cash Terms, you must not proceed to use the Tabby Cash Product.

2. Opening A Tabby Cash Account

To access the Tabby Cash Product provided through the Tabby App, you must register yourself on the Tabby App and provide the requested information, which may include Biometric Data, for us to conduct the relevant checks (and you agree that these may include obtaining your credit history report from the Al Etihad Credit Bureau) and open your Tabby Account.

This will be based on the eligibility criteria, as set out in the General Terms. You can open a Tabby Cash Account once you've registered with Tabby and accepted the Tabby Cash Terms.

3. Making Payments

Once you register on the Tabby App and open a Tabby Cash Account, you can access our Wallet Services.

This means you can use your Tabby Cash Account to make payments to different merchants or service providers and instantly transfer funds to other wallets and bank accounts, provided you have sufficient funds.

Your Tabby Cash Account is a virtual wallet (also known as an e-money account) and is not a traditional bank account. There is no overdraft facility attached to it. Your Tabby Cash Account is intended for personal use only and must not be used to conduct business or commercial activities.

At the end of every calendar month, we will send you an account statement showing all the transactions made to and from your Tabby Cash Account so that you can keep track of your activity.

4. Topping Up Your Tabby Cash Account

You can add money to your Tabby Cash Account using:

- your mobile device's virtual wallet, like Apple Pay, Google Pay or similar services.
- bank transfers or other virtual wallet transfers.
- a debit or credit card (note that your bank may charge extra fees if you use a credit card).

We may charge a fee when you top up your Tabby Cash Account. The exact fee amount is listed in our KFS and may change over time. If you top up in a currency different from your account currency, your bank may apply currency conversion fees. Tabby is not responsible for the exchange rate or any related charges.

When you open a Tabby Cash Account, you'll need to top it up with a minimum amount, as stated in the KFS. Any funds added to your account will appear as your Available Balance. You can use this balance to make payments or instant transfers, up to the limit set out in the KFS.

You may only top up or receive transfers into your Tabby Cash Account per the Monthly Top-Up Limit and the daily spend limit, as outlined in the KFS.

We reserve the right to refuse a top-up request or a transfer at our absolute discretion, including (without limitation) where the top-up or transfer would exceed the Monthly Top-Up Limit. If a top-up request or transfer is refused, the funds will be returned to the funding source. Tabby is not responsible for any applicable currency conversion rate, fees or charges related to this.

5. Virtual IBAN

You will have access to your virtual IBAN which you may be able to share with third parties to receive transfers in your Tabby Cash Account.

6. Virtual Card

When you open your Tabby Cash Account, you can request a free virtual Tabby Cash Card. This card will be activated upon request and will remain valid until the expiry date indicated on the card.

Your virtual Tabby Cash Card is linked to your Tabby Cash Account, meaning you can spend the Available Balance from your Tabby Cash Account. You are solely responsible for ensuring that sufficient funds are available for any transaction. If, for any reason, you do not have an Available Balance that is equal to or higher than the transaction, the transaction will be unsuccessful.

Your virtual Tabby Cash Card can be used online on third-party websites and platforms, and in-store at checkout. You can set a PIN for the virtual Tabby Cash Card at your discretion through the Tabby Cash Account. If you use your virtual Tabby Cash Card to pay for products or services in a different currency, you may be charged additional foreign exchange fees or be subject to varying exchange rates. Tabby is not responsible for any applicable currency conversion rate, fees or charges related to this.

If you believe the security of your virtual Tabby Cash Card has been compromised (for example, if it has been used without your permission), you must freeze it immediately through the Tabby Cash Account. Upon expiry or unauthorised access of your virtual Tabby Cash Card, you may select to have it reissued through the Tabby Cash Account. Tabby may charge a fee for its reissuance, as outlined in the KFS.

You must not use the virtual Tabby Cash Card for any illegal purposes, including, but not limited to, fraud, money laundering and purchasing goods or services that are prohibited under UAE law. If you attempt to use the virtual Tabby Cash Card for any such purpose, we have the right to decline the transaction(s), block your virtual Tabby Cash Card and/or terminate access to the Tabby Cash Product. We also reserve the right to report such activities to the relevant authorities and to seek compensation for any resulting losses or damages.

You agree and understand that your virtual Tabby Cash Card can be used in any country or with any merchant that accepts Visa, unless the merchant or the country where you are transacting is restricted, due to our internal compliance policies or Applicable Law.

7. Unauthorised Payments

You must inform us straight away, and no later than 30 business days after noticing, if you see any Unauthorised Payments in your Tabby Cash Account or statement. You can report this through our Contact Support and Complaints section of our General Term. Based on our investigation of the matter, it may be dealt with in accordance with our Disputes Policy.

If we find that the Unauthorised Payment was due to an error on our part, we'll correct it by adjusting your Tabby Cash Account with the appropriate debit or credit action. You authorise us to do this in line with Applicable Law.

8. Cashback Offers

You can earn cashback when you use your virtual Tabby Cash Card for eligible purchases. The Tabby App lists qualifying categories, such as Dining, Pharmacies, and Beauty & self-care, which may occasionally change at Tabby's discretion.

Cashback is only earned once a transaction is completed and isn't refunded, cancelled, disputed, or flagged as fraudulent. In such cases, Tabby may withhold or reverse the cashback.

You can add earned cashback to your Tabby Cash Account within 30 days of the completed purchase by selecting 'Withdraw' your cashback. Once added, it can be used for Wallet Services. For complete details on how cashback works, including specific terms and general conditions that apply to all cashback offers, please refer to the KFS and our General Terms.

9. Fees

Using Tabby Cash may involve certain fees. You can find all of the details in our KFS, which lists any charges that may apply. By using Tabby Cash, you agree to pay any applicable fees owed to us under these Tabby Cash Terms. We will keep you informed if there are any updates or changes to the amount or way that fees are charged.

Fees and charges (if any) will be deducted directly from your Tabby Cash Account. If you don't have enough funds in your Tabby Cash Account to cover a fee or charge, the transaction may be declined.

As per Applicable Law, we reserve the right to deduct money from your Available Balance in your Tabby Cash Account for any obligation you owe us under these Tabby Cash Terms, the General Terms and/or any other Product Specific Terms, including without limitation, any fees owed to us.

You are responsible for determining any taxes and duties in relation to payments made through the Tabby Cash Product. We assume no responsibility in this regard. You also are responsible for collecting, reporting, and remitting correct taxes to the appropriate tax authority. Tabby and its Group Entities are not obliged to determine whether taxes apply and are not responsible for calculating, collecting, reporting, or remitting any taxes to any tax authority arising from any payments made through the Tabby Cash Product.

10. Restrictions On Tabby Cash Account & Payments

We reserve the right to suspend your Tabby Cash Account and/or impose restrictions on your use of the Wallet Services, including but not limited to setting individual transaction limits and/or cumulative limits, at our sole discretion without prior notice. We may also block or reverse transactions initiated through your Tabby Cash Account, withhold the settlement of funds and freeze funds in your Tabby Cash Account. Tabby may take these steps, if it reasonably determines certain circumstances have occurred, which include but are not limited to the following:

- it is required by Applicable Law or by direction of a court;
- it is required per the directions of the CBUAE;
- we have received evidence that you have acted dishonestly, fraudulently, have been convicted of a crime or where you have provided us with false or misleading information (including but not limited to at the time of registration);
- we have received evidence of your demise; or
- you have defaulted on payments to Tabby under any services/products that you have availed from us.

If we have requested information from you regarding your identity and you have not responded within the requested timeframe, we have the right to temporarily suspend the Wallet Services and Tabby Cash Account.

You are not allowed to use the Tabby Cash Account for certain restricted transactions, including but not limited to gambling. Any updates to the list of prohibited transactions will be communicated to you at least 60 days' prior to the change becoming effective.

You may only use the Tabby Cash Account and its Wallet Services, for the purposes described in these Tabby Cash Terms. If we block your Tabby Cash Account or restrict your access to the Wallet Services, we will inform you of the reasons for such action within 24 hours of doing so, unless doing so would be prohibited by Applicable Law or would otherwise compromise our security protocols.

11. Inactive Account & Dormant Accounts

If you don't use your Tabby Cash Account for 6 consecutive months, it will be marked as inactive. To start using it again, you'll need to verify your identity in the Tabby App.

If there's no activity for 36 months (3 years), your account will be considered dormant. We'll notify you before this happens. While your account is dormant, we may block new transactions or restrict access until it's reactivated.

Any funds left in a dormant account for more than 36 months will be treated as unclaimed balances and moved to a separate account held by Tabby. These funds will be managed according to Applicable Law. If this applies to your account, please contact us, as we may request proof of identity before we can release funds.

To reactivate a dormant account, just follow the steps in the Tabby App. You may also be asked to verify your Biometric Data as part of this process.

12. Closing Your Tabby Cash Account

These Tabby Cash Terms apply from the moment that you sign up for Tabby Cash and will stay in effect until either you or Tabby closes your Tabby Cash Account.

You can ask us to close your Tabby Cash Account during the 5 Business Day cooling-off period which starts on the Business Day after you enter into these Tabby Cash Terms. If you close your Tabby Cash Account during the cooling-off period this will not incur a penalty which means that if you have been charged any fees to open your Tabby Cash Account, these will be refunded to you.

After the 5 Business Day cooling-off period, you can close your Tabby Cash Account at any time, for any reason. Just let us know through the Tabby App, by email, or by calling our customer support team, details of which can be found in the Contact Support and Complaints section of our General Terms.

Upon your request to close your Tabby Cash Account, if there are any remaining funds in your Tabby Cash Account, you may request such funds to be transferred to your designated bank account. Such a request will be processed within one (1) month of receipt of your request.

If you want to close your Tabby Cash Account but you still owe us money, we reserve the right to keep your Tabby Cash Account open and recover such amounts per our recovery procedures. In the event that there are any pending disputes raised in relation to your Tabby Cash Account, it will remain open until all such disputes have been resolved, after which it may be closed in accordance with our standard procedures.

We may close your Tabby Cash Account at any time and for any reason by providing you with a prior written notice of 60 days along with the reasons for such closure, unless we have reasonable grounds to believe your Tabby Cash Account is subject to any financial crime risk or fraud. In such a case we have the right to immediately close your account. In such instances, we will aim to notify you that your account has been closed after the event, unless we are prohibited from doing so by Applicable Law.

Upon the notice of closure by you or by us, you will remain liable for all fees, charges and other payment obligations that have been incurred up to and including the date of the termination of these Tabby Cash Terms.

13. Refunds

If you make a purchase using your Tabby Cash Account or virtual Tabby Cash Card and the merchant or service provider issues a refund, the amount will be returned to your Tabby Cash Account. Please note that if a refund issued by the merchant causes your Monthly Top-Up Limit to be exceeded, the refund may be declined and returned to the original payment account.

14. Your Responsibility

You agree that all payment instructions made through the Tabby App shall be accurate and complete with the correct beneficiary details. If you have provided us with incorrect beneficiary details or amounts, you are under an obligation to notify us promptly. We will not be liable for any loss of funds, however, we will make reasonable efforts to reverse such funds into your Tabby Cash Account by liaising with third party banks in this regard. We do not guarantee that we will be able to recover your funds, however, if we are able to do so, we reserve the right to charge you a fee in accordance with Applicable Laws, to cover any reasonable costs that we may incur during this process, as provided in the KFS. If we are unable to recover the funds on your behalf, we will, on receipt of a written request from you, provide to you all reasonable available information in order for you to claim repayment of the funds at no extra cost.

If funds in your Tabby Cash Account are subject to a reversal for any reason whatsoever, such funds will be deducted from the Available Balance in your Tabby Cash Account and reversed. If you do not have sufficient funds, you will be requested to credit your Tabby Cash Account with the portion of funds due to us in this regard, within the timeline communicated to you.

15. Disputes

All disputes will be handled in accordance with our Disputes Policy.

16. Effective Date & Updates

These Tabby Cash Terms were last updated on [Update Date] and shall take effect on [Effective Date], following a 60-day notice period.

17. Interpretation & Definitions

"Available Balance" refers to the amount of funds available to you for use, as displayed in your Tabby Cash Account and within your Monthly Top-Up Limit.

"Tabby Cash Card(s)" refers to the virtual or physical debit cards issued to you by Tabby through Tabby Cash.

"Monthly Top-Up Limit" refers to the maximum amount of money you can transfer into your Tabby Cash Account each month. This includes top-ups, reversals, and other types of credit. Limits may change from time to time. Please check the Tabby Cash Key Facts Statement to view the current limit.

"Tabby Cash Product" shall mean the provision of the Tabby Cash Account which will enable customers to use our Wallet Services, Cards and any other related products that may be offered to our customers from time to time.

"Tabby Cash Account" refers to the electronic money account you open with us to use the Wallet Services.

"Unauthorised Payment" refers to the execution of a payment instruction without explicit authentication or authorization from you and/or incorrectly executed payment transactions.

"Wallet Services" refers to features that let you top up, pay for goods and services, withdraw funds, and transfer or receive money within the UAE using your Tabby Cash Account.

All capitalised terms not otherwise defined in this document have meanings given to them in our General Terms.