

## 1 Introduction

- 1.1 Europe Arab Bank SA ("EAB", "our", "we", "us") allows our private banking customers to access concierge services by phone, email and via the website at <http://eabsa.eu/exclusive> ("Ten Concierge Service"), collectively provided by Ten Lifestyle Management Limited ("Ten").
- 1.2 Access to the Ten Concierge Service is pursuant to a paid subscription ("EAB Exclusive Subscription") between us and you.
- 1.3 These EAB Exclusive Terms and Conditions ("Supplemental Conditions") govern the terms on which EAB provides you with the EAB Exclusive Subscription services. By subscribing and ticking the relevant box, you agree to be bound by these Supplemental Conditions.
- 1.4 These Supplemental Conditions are additional to, and form part of, our Private Banking Terms and Conditions, available on our website here, <https://www.eabsa.eu>, that govern the relationship between us and you. If there is any disparity between these Terms and the Private Banking Terms and Conditions, then these Supplemental Conditions will prevail.
- 1.5 The Ten Concierge Service (including all features and functionalities, websites, use interfaces and related services) is made available by Ten to you directly, pursuant to terms and conditions between you and Ten ("Ten Terms"). EAB is not a party to the Ten Terms and does not provide you with access to such Ten Concierge Service.
- 1.6 References to "you" and "your" in these Supplemental Conditions indicate the EAB Private Banking customer who has subscribed to the EAB Exclusive Subscription. These Supplemental Conditions constitute a legally binding agreement between you and EAB. The EAB entity that provides you with the EAB Exclusive Subscription is Europe Arab Bank SA, and our address is 41 avenue de Friedland, 75008, Paris.

## 2 Your access to the EAB Exclusive Subscription and the Ten Concierge Service

- 2.1 In order to be eligible to subscribe to the EAB Exclusive Subscription, you must:
  - (a) be registered as a named individual client, and a current private banking customer, with EAB in accordance with our Private Banking Terms and Conditions (Personal Accounts) available on our website here, <https://www.eabsa.eu/>; and
  - (b) sign-up for an EAB Exclusive Subscription by completing an application form with us.
- 2.2 Once you have an active EAB Exclusive Subscription, with a valid payment method, Ten will arrange for your access to the Ten Concierge Service directly with you. Only EAB Private Banking customers who have signed up for an EAB Exclusive Subscription will be eligible to access and use the Ten Concierge Service.
- 2.3 Please note that additional eligibility and access requirements may apply to your access to the Ten Concierge Service, including a requirement to create an account with Ten. Please refer to the Ten Terms, which govern your access to and use of the Ten Concierge Service.
- 2.4 Your EAB Exclusive Subscription will continue until terminated by you or cancelled by us in accordance with these Supplemental Conditions.
- 2.5 Concierge Service, or which others send you on our behalf) may link you to other third party sites, platforms and content. You acknowledge that EAB is not responsible for the accuracy of such third party content.

## 3 Subscription fee, payment and billing

- 3.1 To use your EAB Exclusive Subscription, you must provide one or more valid payment method. By providing a payment method to us and completing your purchase, you agree that we or our payment service are authorised to charge you the applicable subscription fee on a recurring basis until you cancel your EAB Exclusive Subscription.
- 3.2 The fee applicable to your EAB Exclusive Subscription will be charged to your payment method on the specific date indicated on your EAB account on a monthly basis unless you cancel your EAB Exclusive Subscription. Unless a free trial applies to your subscription, we will charge the first fee to your payment method at the start of your designated billing cycle.
- 3.3 If your payment method fails because your payment method has expired, you have insufficient funds or otherwise, and you do not switch to another payment method, we may suspend access to your EAB Exclusive Subscription until such time we have obtained a valid payment method, or terminate your EAB Exclusive Subscription at our option. We will inform you in advance and by email of any payment failure, unless we are not authorised to do so or are prevented from doing so by applicable laws, regulations or regulatory authority.

## 4 Free trials

- 4.1 An EAB Exclusive Subscription may be made available to you on a free trial basis, meaning a period of access for a limited time without your payment method being charged. The duration of each trial subscription will be specified at sign-up. Trial subscriptions are limited to new subscribers, unless otherwise specified.

- 4.2 Unless you cancel your trial subscription before the end of the relevant trial period, upon the expiration of the trial subscription, the applicable fee specified at sign-up will be charged to your payment method.

## **5 Cancellation by you**

- 5.1 You have the right to withdraw from your EAB Exclusive Subscription agreement with us within 14 days of purchase. Instructions on how to exercise this right, the consequences of exercising this right (including any amounts owed to us for the period of the beginning of your contract up to and including the day prior to your exercise of your right of withdrawal) and a model form you can use to exercise your rights are set out in Annex 1.
- 5.2 You may cancel your EAB Exclusive Subscription at any time by calling us on 0800 141 2775; +44 207 712 8833 or by emailing us at [privatebanking@eabplc.com](mailto:privatebanking@eabplc.com). If you cancel your EAB Exclusive Subscription, the cancellation will become effective at the end of the then-current billing cycle. If you cancel your EAB Exclusive Subscription, you will lose access to the Ten Concierge Service automatically when your then-current billing cycle expires.

## **6 Termination**

- 6.1 We may disable, suspend or terminate your EAB Exclusive Subscription:
- (a) on reasonable notice for any reason, provided that if you have an active EAB Exclusive Subscription, such termination shall take effect at the end of the then-current billing period (or immediately, if such termination occurs during a free trial period);
  - (b) immediately on notice if, after receiving a notice regarding a breach of these Supplemental Conditions (or the Private Banking Terms and Conditions), you have not remedied the breach including if you have provided inaccurate payment details and/or in the event of any fraudulent activity relating to any purchase or information you provide;
  - (c) immediately on notice, where we determine you are no longer eligible for an EAB Exclusive Subscription;
  - (d) immediately, with or without notice, where we are requested to do so under applicable laws or regulations, by a regulator, administrative or judicial order or request, or when not doing so would result in the breach of our legal or regulatory obligations.
- 6.2 We may modify access to services provided pursuant to you under your EAB Exclusive Subscription (including access to the Ten Concierge Service) for security reasons and to limit the impact of account sharing and/or misuse of your EAB Exclusive Subscription.

## **7 Our responsibility and liability to you**

- 7.1 The Ten Concierge Service is provided and maintained by Ten. If you have any concerns or complaints regarding the Ten Concierge Service, please contact Ten directly.
- 7.2 National consumer laws may provide you with a legal guarantee that the EAB Exclusive Subscription will be in legal conformity at the time of supply and during the life of EAB's contract with you.
- 7.3 As between us and you, EAB is not responsible for your access to and receipt of services via the Ten Concierge Service. Accordingly, to the extent permitted by law:
- (a) EAB does not warrant that the Ten Concierge Service will be available, fit for purpose or error-free, or that defects will be corrected.
  - (b) Unless caused by EAB's negligence or breach, EAB is not responsible for:
    - (i) any use by you of the Ten Concierge Service (and any services you offer and use pursuant to the Ten Concierge Service);
    - (ii) any malfunction or interruption to the Ten Concierge Service;
    - (iii) any lack of functionality or failure to provide any part of the Ten Concierge Service.
- 7.4 Nothing in these Supplemental Conditions shall limit or exclude EAB's liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; or for any other liability which cannot be legally excluded or limited under applicable law.

## **8 Changes**

### ***Changes to the subscription fee***

- 8.1 We may change the price for the EAB Exclusive Subscription fee and will communicate any price changes to you in accordance with these Supplemental Conditions and applicable law.
- 8.2 We may change the price of the EAB Exclusive Subscription:
- (a) to reflect the cost of improvements we make to the service;
  - (b) due to costs arising from events outside our control, such as fire, flood or storm, which impact our operations;
  - (c) due to costs arising from our compliance with legal or regulatory requirements, such as mandatory laws that apply to us and our agreement with you;
  - (d) changing market conditions or the increased cost of doing business, including in respect of costs for suppliers, personnel costs, administrative costs and customer service costs, and government fees or levies;
  - (e) for such other reasons, provided the change is reasonable and permitted by applicable law.
- 8.3 We will give you reasonable notice of at least 30 days in advance of any price changes. Price changes will only come into effect at the start of your next billing cycle. If you do not wish to continue your EAB Exclusive Subscription at the new price, you can cancel your subscription before the start of the next billing cycle.

### ***Changes to the EAB Exclusive Subscription***

- 8.4 We may change the services we provide as part of the EAB Exclusive Subscription to:

- (a) ensure compliance with applicable laws and reflect changes in relevant laws and regulatory requirements (such as consumer laws);
  - (b) upgrade the services we provide;
  - (c) alter the structure or design of the EAB Exclusive Subscription, including changing the name of the EAB Exclusive Subscription or expanding and/or removing the features and functionality of the EAB Exclusive Subscription;
  - (d) adapt the EAB Exclusive Subscription to changing market practices;
  - (e) reflect security-related reasons;
  - (f) improve, maintain or expand the quality or scope of services for which you are eligible to receive under your EAB Exclusive Subscription; and
  - (g) for such other reasons, provided the change is reasonable and permitted by applicable law.
- 8.5 We will give you reasonable prior notice of any changes to the EAB Exclusive Subscription and their effective date, unless an update needs to be implemented quickly to reflect a sudden change to the EAB Exclusive Subscription, or for security, legal or regulatory reasons (in which case we will notify you of the changes as soon as we can). If you do not cancel your EAB Exclusive Subscription before the changes take place, we will take that as your acceptance of the changes.

#### ***Changes to these Supplemental Conditions***

- 8.6 We may change these Supplemental Conditions at any time for the following reasons:
- (a) to improve the Supplemental Conditions, to make our Supplemental Conditions clearer or easier to understand or to have all our customers on the same Supplemental Conditions;
  - (b) due to reasons outside of our control or to comply with legal or regulatory requirements, such as mandatory laws that apply to us and our agreement with you, or where we are subject to a court order or judgment;
  - (c) to provide you with additional information about the EAB Exclusive Subscription or the Ten Concierge Service;
  - (d) where we make changes to the EAB Exclusive Subscription, including where we change the way we structure the EAB Exclusive Subscription;
  - (e) where we reorganise the way we run our business, including merging with another brand or service;
  - (f) for security reasons, including where we introduce additional security checks; and
  - (g) for any other reason, provided it is reasonable and permitted by applicable law.
- 8.7 If we change these Supplemental Conditions, we will notify you in accordance with Article 11.2 of the Private Banking Terms and Conditions and give you the opportunity to read the new terms before the changes take effect, unless an update needs to be implemented quickly to reflect a sudden change to the EAB Exclusive Subscription, or for security, legal or regulatory reasons (in which case we will notify you of the changes as soon as we can).
- 8.8 In any case, we will provide you with reasonable notice of these changes and explain how to let us know if you refuse to accept the new terms.
- 8.9 If you do not cancel your EAB Exclusive Subscription before the changes take place, we will take that as your acceptance of the changes.
- 8.10 The most up to date version of the Supplemental Conditions will always be available on our website from their effective date.

### **9 Privacy**

- 9.1 We will collect and process your personal data in accordance with our privacy notice, which can be found on our website here, <https://www.eabsa.eu>, as amended from time to time.

### **10 General**

- 10.1 If any part of these Supplemental Conditions is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired.
- 10.2 Except as expressly provided otherwise in these Supplemental Conditions, a person who is not a party has no right to enforce or to enjoy the benefit of these Supplemental Conditions.
- 10.3 These Supplemental Conditions are governed by the laws of France, and the French competent courts have jurisdiction over matters arising in all disputes arising out of or relating to the Ten Concierge Service.

### **11 Customer service inquiries**

- 11.1 In the event that you have a complaint about the EAB Exclusive Subscription, or any of the services provided by us under these Supplemental Conditions or the Private Banking Terms and Conditions, you should contact your Relationship Manager in writing. All complaints regarding the EAB Exclusive Subscription will be dealt with in accordance with our complaints procedure as set out in Article 13 of the Private Banking Terms and Conditions.
- 11.2 In the event you have a complaint about any service provided by Ten, you should contact Ten directly in accordance with the Ten Terms.

In the event of any dispute, claim, or controversy, please contact us describing in detail any such dispute, claim, or controversy between you and EAB. This notice can be sent to us at Europe Arab Bank SA, 41 avenue de Friedland, 75008, Paris or [privatebanking@eabplc.com](mailto:privatebanking@eabplc.com). Please include in any notice: (a) your name and contact details; (b) a description of the nature and basis of your claim or dispute, and (c) a description of your specific request for resolution.

# Annex 1: Withdrawal Right

## *Right of withdrawal*

You have the right to withdraw from this contract within 14 days, without giving any reason.

The withdrawal period will expire after 14 days from the day of conclusion of the contract.

To exercise the right of withdrawal, you must inform Europe Arab Bank SA of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the below model withdrawal form, but it is not obligatory.

## *Effects of withdrawal*

If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

### **Model Withdrawal Form:**

(Complete and return this form only if you wish to withdraw from the agreement.)

- To  
**Address:** FAO Europe Arab Bank SA, 41 avenue de Friedland, 75008, Paris  
**Email:** privatebanking@eabplc.com
- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract for the provision of the following service:  
[insert name of service and subscription type]
- Ordered on (\*)/received on (\*)
- Email address used to register for the service
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date

(\*) delete as appropriate.