

Credit Card

Terms and Conditions

600 544440
cbiuae.com

Terms and Conditions

These terms and conditions ("**Terms and Conditions**") govern the relationship between Commercial Bank International PJSC ("**the Bank**") and the Customer in relation to the Card.

1. Definitions

"Account" shall depending on the context used, mean any account of a Customer with the Bank including a Card Account, Target Account, savings account, current account, fixed deposit account or a loan/overdraft account.

"**ATM**" means an automated teller machine or device whether belonging to the Bank or other participating banks or financial institutions nominated from time to time by the Bank, which accepts the Card. This term shall also include any machine which accepts payment to the Card.

"**Application**" shall mean an application for a credit card by the Customer to the Bank through various modes of applying, including but not limited to duly signed and filled physical card application form, tele-application (over a recorded phone line) or electronic medium (Internet/email).

"**Bank**" means Commercial Bank International P.J.S.C., its successor(s) and/or assignee(s).

"**Balance Transfer**" means a Transaction to be made by the Bank, at the request of the Customer, vide which the Bank will be transferring an amount by way of debiting the Card Account to another bank or financial institution for the purpose of settling an outstanding debit balance on a credit card held by the Customer.

"**Card**" means, as appropriate, a credit card issued by the Bank to the Cardholder which bears the logo of MasterCard, Visa or any other card scheme. The term "Card" refers to the Primary and the Supplementary Card as the context may require.

"**Card Account**" means the account opened by the Bank for the purpose of recording all credits and debits Transactions made by the Cardholder, if any, using the Card.

"**Card Balance**" means the balance amount in the Card Account which represents the total amounts of Transactions made using the Card in addition to the amount of Charges and the amount of payments made thereto.

"**Cardholder**" shall mean and include the Customer and/or Supplementary Cardholder(s) as the context may require.

"**Cash Advance**" means a Transaction involving the withdrawal of any amount of money in any currency from an ATM using the Card.

"**Cash Advance Fees**" means the fees charged or to be charged by the Bank to the Card Account each Transaction involving Cash Advance.

"**Charges**" means amounts chargeable by the Bank and payable by the Cardholder in connection with the Card including without limitation all Transactions related fees, accrued interests and finance charges, cost and expenses (including legal costs and disbursements), which will be debited to the Card Account and form part of the Card Balance.

"**CT Facility**" means Cash Transfer, a facility which may be offered by the Bank for transferring cash out of the available Credit Limit to a personal account of the Customer held with the Bank, to be repaid on monthly basis.

"**Credit Limit**" means the maximum amount available for the Cardholder and the Supplementary Card Cardholders, if any, for Transactions as notified by the Bank to the Customer held with the Bank, from time to time.

"**Customer**" means the person who applied to the Bank to avail credit facilities through the Card and whose Card Account is established under his name.

"EPP" means Easy Payment Plan, a facility that may be offered by the Bank for the repayment of the amount due in connection with certain Transactions made by the Cardholders.

"Guarantee" means an undertaking or bond to be issued by a third party, in a form acceptable to the Bank, for the purpose of securing the Outstanding Liability.

"Merchant" means any person supplying goods and/or services who accepts the Card as a mode of payment or reservation.

"Minimum Payment Due" means the minimum amount of Outstanding Liability set out by the Bank each month which, if paid by the Payment Due Date, will avoid any late payment fees as set out in the Schedule of Charges.

"Month" means calendar month according to the Gregorian calendar.

"Outstanding Liability" means the amount of Card Balance which represents the total debits remaining unsettled and payable to the Bank by the Customer.

"Payment Due Date" means the date set out in the Statement of Account, on which the Customer is required to pay to the Bank the Outstanding Liability or any part thereof but not less than the Minimum Payment Due.

"PIN" means the Personal Identification Number associated with the Card which enables the Cardholder to use the Card at an ATM or at a POS, if applicable.

"POS" means point of sale terminal or any other device through which Transactions may be made.

"Primary Card" means the Card issued by the Bank to the Customer.

"Purchase" means a Transaction other than a Cash Advance.

"Schedule of Charges" means the schedule setting out the applicable Charges in respect of the Card and the Transactions. The Schedule of Charges will be provided by the Bank and may be amended from time to time.

"Securities" means either the Security Deposit or the Guarantee.

"Security Deposit" means the amount in cash placed with the Bank as specified by the Bank to secure the Outstanding Liability.

"Statement of Account" means a periodic statement showing details of the Transactions made using the Card together with the Outstanding Liability, the Minimum Payment Due, Charges and the Payment Due Date.

"Supplementary Card" means a Card issued by the Bank to a person nominated by the Customer and at his request.

"Supplementary Cardholder" means the person who has been issued a Supplementary Card.

"Terms And Conditions" shall mean the Terms and Conditions as contained herein and any amendments thereto and/or as agreed by the Customer vide/ through the Application and/ or such Terms and Conditions as may be issued or intimated by the Bank from time to time.

"Transaction" means the transaction of purchasing of goods and/or services including but not limited to transaction of acquiring benefits and/or making reservations, whether or not utilized by the Cardholder. The term "Transaction" shall also include Balance Transfers, Cash Advances, or any transaction involving the use of the Card or the Card numbers or the PIN in any other manner irrespective whether or not the Card is physically present or through telephone, facsimile or web communications and regardless of whether or not a sale slip or other similar voucher is signed by the Cardholder.

Words used in these Terms and Conditions denoting the masculine gender shall include the feminine gender and words denoting the singular shall include the plural and vice versa.

Words implying person shall include an individual person, sole proprietor, individual partnership firm, company, corporation or other natural or legal entity whatsoever.

The headings to the clauses herein shall not be taken into consideration on the interpretation or instruction of these Terms and Conditions.

2. Your Right To Cancel:

The cooling-off period grants you the right to cancel the product within five (5) business days from the date of signing the application or offer letter. You may terminate the agreement during this period without incurring any penalties, and the bank will refund any fees charged during this time. To exercise your right to cancel, you must notify the bank and settle any outstanding balance on your card. Please note that cancellation will not be permitted if there is an outstanding balance on the card.

3. The Card

3.1 The Card is and will, at all times remain the property of the Bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorized agent.

3.2 The Customer may collect the Card or request to have the card sent by post or courier at his sole risk to the address which he provided to the Bank. The Supplementary Card(s) will be delivered as instructed by the Customer and at his own risk.

3.3 Upon receipt of the Card, the Cardholder must sign on the back of the Card immediately. The signature, activation or the use of the Card shall constitute sufficient evidence for the Bank that the Cardholder is agreeing to these Terms and Conditions. If the Cardholder does not agree with these Terms and Conditions, the Cardholder shall not use or activate the Card and shall immediately return the same to the Bank for cancellation; in such event the provisions of Clause 11 hereof shall apply.

3.4 The Card is not transferable and will be used exclusively by the Cardholder. The Cardholder shall not, under any circumstances whatsoever, allow the usage of the Card or the PIN by any other person. The Cardholder shall not pledge the Card as security for any purpose whatsoever.

3.5 The Cardholder shall at all times ensure that the Card is kept in a safe place.

4. Use of the Card

4.1 The Card may be used for Transactions: (a) within the Credit Limit notified by the Bank to the Cardholder, and (b) until the last day of the expiry month embossed on its face.

4.2 If the Cardholder misplaces or damages his Card, or if the Customer requests in writing for renewal, replacement or additional Card, the Bank may at its discretion, but without obligation, issue the newly requested Card.

4.3 The Cardholder undertakes to act in good faith at all times in relation to all dealings with the Card and the Bank.

4.4 Irrespective of whether or not the Credit Limit is exhausted, the Customer acknowledges and agrees that the Bank may at any time, without any obligation to provide reason, suspend, cancel, restrict the use of the Card, refuse to authorize any Transaction and claim the entire Outstanding Liability on demand.

4.5 The Customer acknowledges and agrees that the Bank shall debit the Card Account with the amounts of Transactions, Charges and any other liabilities incurred by the Cardholder and any loss incurred by the Bank arising from the use of the Card. The Customer hereby agrees to pay the Bank all amounts so debited whether or not a Purchase or Cash Advance voucher is signed by a Cardholder.

4.6 The Customer shall at all times remain liable for any Transaction made by the use of the Card. The Customer agrees that the Bank records in respect of any Transactions will be conclusive and binding evidence on the Customer, in the absence of any manifest error.

5. Cash Advance

5.1 The Cardholder may obtain Cash Advance subject to availability of adequate Credit Limit for such purpose, and as may be acceptable to the Bank from time at its absolute discretion by the following means:

- a) Presenting the Card at any branch of the Bank or of any member institution of MasterCard / Visa together with evidence of his identity and signing the necessary transaction record.
- b) Using the Card at any ATM of the Bank or of any ATM of other bank or institution which accepts cards bearing MasterCard Worldwide or VISA International logos or those of which with whom the Bank has an agreement, in which case the amount of Cash Advance available to the Cardholder will be subject to the applicable daily withdrawal limit of the ATM.
- c) Using the PIN (provided by the Bank or otherwise set up by the Cardholder) in conjunction with the Card when effecting a transaction at an ATM.

5.2 The Cardholder shall under no circumstances whatsoever disclose the PIN to any other person.

5.3 The Bank's record of any transaction effected by the Cardholder or Supplementary Cardholder in conjunction with a PIN shall be binding on the Customer as to its consequence. The amount stated on the ATM screen or printed ATM transaction slip shall not be taken as a conclusive statement of the Cardholder's liability.

5.4 The Customer agrees to pay Cash Advance Fees and such other applicable finance charges (as per the Schedule of Charges) in respect of each Cash Advance Transaction made using the Card. The Customer agrees that a finance charge shall be levied on each Cash Advance from date of such Cash Advance Transaction is made until its full repayment.

6. Transactions

6.1 The Cardholder may use the Card at any POS, ATM or online facility to make Transactions subject to availability of sufficient Credit Limit and as may be authorized by the Bank at its absolute discretion.

6.2 The Cardholder may be required to physically present the Card and apply the PIN whenever applicable in order to complete a Transaction.

6.3 The Cardholder shall under no circumstances whatsoever disclose the PIN to any other person including the Merchant or any of its employees.

6.4 Use of the Card will be subject to a daily limit on total expenditure

– if applicable - as maybe notified by the Bank from time to time.

6.5 The Customer shall not make any Transaction(s) which would exceed the Credit Limit unless prior approval in writing is obtained from the Bank. Any Transaction(s) which if made, without prior arrangement with the Bank, would exceed the Credit Limit will not be subject to the Minimum Payment Due and the amount of such Transaction shall be paid in full. In addition, an over limit fee as set out in the Schedule of Charges shall apply.

6.6 The Customer agrees to pay interest in relation to each amount of Transaction from its posting date until full payment. The applicable interest shall be at the rate set out in the Schedule of Charges. Notwithstanding, if full repayment is made before end of the grace period set out in the Statement of Account then no interests will apply.

6.7 If the Cardholder makes a Transaction in a currency other than UAE Dirham, the Bank shall convert such currency to UAE Dirham at a rate of exchange determined by the Bank on the date when the relevant Transaction is debited to the Card Account.

6.8 The Customer may request for Balance Transfer at any time. Supplementary Cardholders are not eligible for a Balance Transfer. Application for Balance Transfer is subject to the following conditions:

(a) The Customer's name on the other bank credit card must be the same as Customer submitting the request for the Balance Transfer;

(b) The Customer must submit the latest statement of account from other licensed banks and other documents that may be required by the Bank to process the application for Balance Transfer;

(c) The Customer shall meet the criteria determined by the Bank at its sole discretion;

(d) The Balance Transfer is contingent upon account set-up and assigned Credit Limit;

(e) If the information the Customer provides is incomplete, the Bank will not process the Balance Transfer request;

(f) Approval of Balance Transfer is at the sole discretion of the Bank. The Bank may refuse any request for Balance Transfer, in whole or in part, without assigning any reason whatsoever and shall have the right to determine the amount to be transferred.

(g) The Bank will only be able to accept transferring an amount nominated by the Customer, subject to availability of Credit Limit. Any remaining balance after completion of the transfer will be the Customer's responsibility;

(h) The Balance Transfer amount will be reflected in the next Statement of Account and will constitute a part of the Outstanding Liability. The Balance Transfer amount shall be subject to Clause 8 (Payments);

(i) A non-refundable processing fee in respect of Transaction of Balance Transfer (as set out in the Schedule of Charges) shall apply;

(j) If the request for Balance Transfer is approved, then the Bank shall debit the Card Account and wire transfer the Balance Transfer amount to the Cardholder or to the relevant bank(s) assigned by the Cardholder. Balance Transfer will be processed on a best effort basis from the date the Cardholder's Application is approved. Delay may occur in processing Balance Transfers, so it is vital for the Customer to continue to making payments on the card(s) until the Cardholder receives confirmation in future statements that the Balance Transfer amount has been credited. The Bank will not be responsible for any overdue payments or interest charges incurred on the cards due to decline or delay in execution of the Balance Transfer request. Simultaneously, a sum of money equal to the total Balance Transfer amount will be reduced from the Credit Limit of the Card and shall not be available to the Cardholder until the settlement of the said outstanding balances;

(k) The Customer acknowledges and agrees that the interest-free grace period does not apply in relation to Transaction involving Balance Transfers. Interest at the standard rate applicable shall be charged on transferred amounts from the date the amount gets debited to the Card.

7. Cash Transfer (CT Facility)

7.1 Cash Transfer (CT Facility) is offered exclusively to the Primary Cardholder.

7.2 The purpose of the CT Facility is to enable the Cardholder to avail a cash amount using the Credit Limit available on his/her Credit Card and repaying the amount in equated monthly installments in accordance with the Terms and Conditions.

7.3 The CT Facility is not a benefit associated automatically with the Card; the Bank may offer the CT Facility only when the Customer meets the criteria determined by the Bank from time to time.

7.4 At the request of the Customer, the Bank may, at its sole discretion and subject to the available Credit Limit, grant a CT Facility. The Bank is entitled to decline granting a CT Facility to the Cardholder without specifying reason for refusal. The Bank may without a prior notice to the Customer cancel any available CT Facility or amend its terms.

7.5 Unless determined otherwise by the Bank, the CT Facility may be available for an amount not exceeding the available Credit Limit of the Cardholder.

7.6 The Customer undertakes to repay any availed CT Facility together with the applicable interests in installments pursuant to its terms agreed with the Bank.

7.7 The Customer acknowledges that the unpaid amounts of the CT Facility and all charges, fees and interests accrued thereon shall be recorded in the Statement of Account and shall be deemed part of the Outstanding Liability payable pursuant to these Terms and Conditions.

7.8 The Customer must contact the Bank if he wishes to repay the total amount of the CT Facility in one lump sum. An early settlement fee as set out in the Schedule of Charges shall then apply.

7.9 When a Cardholder avails the CT Facility, the Minimum Payment Due for the Card Account will be the sum of the CT Facility monthly installment plus all other outstanding transactions multiplied by the required payment percentage determined by the Bank, plus any excess amounts over the Credit Limit and all past due amounts (if any).

7.10 If the Customer fails to make payment of the monthly installment under the CT Facility, the CT Facility plan will be cancelled and all amounts drawn thereunder (including the applicable interests charges) shall become due and payable. In such event the Customer agrees that the Bank will charge an interest at a rate applicable to the Cash Advances to all amounts due as under the CT Facility.

7.11 The Customer agrees that the Bank's records (be they electronic, written or otherwise) pertaining to the CT will be final and binding and that the Customer shall not deny the validity of the Transactions made in relation to the CT.

7.12 The Customer agrees that the Cardholder's usage of the CT service establishes the Cardholder's consent to these Terms and Conditions.

7.13 The Bank reserves the right to terminate the CT service without prior notice

8. Easy Payment Plan (EPP)

8.1 Easy Payment Plan (EPP) is available only to the Customer.

8.2 The purpose of the EPP is to enable the Customer to convert credit card purchases into convenient monthly installments plan at reduced interest rates.

8.3 The EPP is offered to Customers who meet the criteria determined by the Bank from time to time for this product and to whom the offer to participate in such product was communicated by the Bank.

8.4 The Customer shall only be eligible for the EPP if he/she is within the Bank's criteria determined in accordance with Clause 7.3 above.

8.5 The Bank shall grant the EPP requested by the Customer at its sole discretion and reserves the right to refuse to convert a purchase to EPP without revealing the reasons for such refusal.

8.6 The designated minimum and maximum amount of any EPP shall be determined by the Bank at its sole discretion. In all cases the maximum amount will not exceed the Credit Limit.

8.7 The Customer may request to convert any purchase transaction into EPP provided that the same is within the terms described in Clause 7.6.

8.8 The Customer agrees to repay the principal amount of the EPP plus all applicable interest, Charges and fees payable hereunder in monthly installments over the term of the agreed EPP repayment period.

8.9 The amount of each EPP monthly installment shall be computed by dividing the EPP Amount (as defined in Clause 7.11 below) by the number of months in the term agreed between the Cardholder and the Bank.

8.10 The EPP monthly installments shall be recorded in the Statement of Account.

8.11 When a Customer converts a purchase to an EPP, the Minimum Payment Due for the Card Account will be the sum of the EPP monthly installment(s) plus all other outstanding Transactions multiplied by the required payment percentage determined by the Bank, plus any excess amounts over the Credit Limit and all past due amounts (if any).

8.12 The Customer must contact the Bank if he wishes to repay the total amount of the EPP in one lump sum. An early settlement fee as set out in the Schedule of Charges shall then apply.

8.13 If the Customer fails to make payment of the monthly installment under the EPP, the EPP will be cancelled and all amounts drawn thereunder (including the applicable interests charges) shall become due and payable. In such event the Customer agrees that the Bank will charge an interest at a rate applicable to all purchase Transactions.

8.14 The Customer agrees that the Bank's records (be they electronic, written or otherwise) pertaining to the EPP will be final and binding and that the Customer shall not deny the validity of the Transactions made in relation to the EPP.

8.15 The Customer agrees that the Cardholder's usage of the EPP establishes the Cardholder's consent to these Terms and Conditions.

8.16 The Bank reserves the right to terminate the EPP without prior notice

9. Payments

9.1 In consideration of making the Credit Limit available to the Customer, the Customer agrees, in connection with each Statement of Account, to pay the following:

- (a) the total value of the Transactions recorded in the Statement of Account for its respective period;
- (b) the total Outstanding Liability not settled under preceding Statement of Accounts;
- (c) all Charges applied pursuant to the Schedule of Charges or otherwise as notified by the Bank; and
- (d) Any other costs and expenses that the Bank may incur or sustain in connection with the use of the Card or the recovery of the Outstanding Liability (including the legal fees and expenses).

9.2 Notwithstanding its obligation under 8.1 above, the Customer may elect to settle the Minimum Payment Due set out in the Statement of Account or any other higher amount. In such event the Bank shall levy interest on the unsettled amount at the rate set out in the Schedule of Charges. However, if the Minimum Payment Due is not made by the Payment Due Date, a late payment charge will be levied as set out in the Schedule of Charges.

9.3 The Customer acknowledges and agrees that the Bank shall be entitled to debit the Charges set out in the Schedule of Charges as and when applicable. The Customer acknowledges and agrees that the Schedule of Charges may be amended by the Bank from time to time including but not limited to vary the rate or method of calculation of annual fees,, interests, or any other fees or charges.

9.4 All payments made to the Card Account shall be applied in the following order (or such other order of priority or as the Bank may deem fit):

- (a) interest charged on Cash Advances;
- (b) fees in relation to Cash Advances;
- (c) interest charged on Transactions other than Cash Advances;
- (d) other Charges;
- (e) Card insurance charges and fees (if any);
- (f) amounts due in relation to Balance Transfers, Easy Payment Plans, Cash Transfers
- (g) amounts corresponding to Transactions made other than Cash Advances; and
- (h) Cash Advances

9.5 All payments made to the Card Account shall be in the billing currency of the Statement of Account. Any payments made by the Cardholder in the billing currency of the Card Account will be credited to the Card Account only on the date of the Bank's posting of the funds (post realization) into the Card Account. Payments shall only be regarded as having been received by the Bank and such amounts shall be available for further Transactions by the Cardholder only after the amounts have been posted by the Bank into the Card Account.

9.6 Payment may be made by cash or cheques, however, shall not be deemed made unless the proceeds have been collected and posted to the Card Account. Without prejudice to the Bank's rights at any time to take the appropriate legal action, the Bank may charge fees for any returned unpaid cheques drawn by the Customer in full or partial payment of the Outstanding Liability.

9.7 The Customer hereby acknowledges and agrees that the Outstanding Liability shall become immediately due and payable if any sums there under, or otherwise any other liability to the bank in respect of any other banking or non-banking arrangement, remains unpaid when due. In such event the provisions of clause 11 hereof shall apply.

9.8 In order to continue making the Credit Limit available, the Customer acknowledges and agrees that the Bank may require, at any time and irrespective whether or not such requirement was made at the time of applying for the Card, that the Customer draws an undated cheque for the value of the Credit Limit ("Security Cheque"), pledges Security Deposit or provide a Guarantee as the Bank may deem appropriate to secure the Outstanding Liability.

9.9 For the purpose of 8.8 above, the Customer hereby irrevocably and unconditionally authorizes the Bank to present the Security Cheque for payment at any time as the Bank may deem appropriate.

9.10 A monthly Statement of Account detailing the amount debited/credited to the Card Account will be mailed to the last address of the Customer in the Bank's records. A Statement of Account shall be deemed received by the Customer if sent to such address, unless the Customer sends to the Bank a thirty (30) days prior written notice advising the Bank of its new address.

9.11 The Customer shall revise all items of the Statement of Account and ensure that payment is made on the respective due date. If the Customer disagrees with any entry appearing in the monthly Statement of Account, he must write to the Bank within 14 days from statement date, failing which the respective Statement of Account shall constitute binding and conclusive evidence of the acceptance by the Customer of the entries shown therein. The Customer agrees that failure to receive the Statement of Account shall not be construed as a valid reason for non-payment of dues in time.

9.12 Any charge slip or other payment requisition received from a Merchant by the Bank for payment shall be conclusive proof that the charge recorded on such charge slip or other requisition was properly incurred in the amount and by the Cardholder referred to in that charge slip or other requisition, as the case may be, by the use of the Card, except where the Card has been reported lost, stolen or fraudulently misused, the burden of proof for which shall be on the Customer. The other payment requisition referred to in this Clause shall include any and all payments pertaining to permissible expenses incurred by a Cardholder at a merchant partner by use of the Card which is not recorded on a charge slip.

9.13 Should the Customer choose to disagree with a charge indicated in his Statement of Account, the same should be communicated so as to reach the Bank within fourteen (14) days from receipt of the monthly Statement of Account, failing which, it would be construed that all charges and the Statement of Account are entirely in order and accepted by the Customer. On receipt by the Bank of any such communication from the Customer, the Bank may, at its sole discretion, reverse the charges on a temporary basis. If on completion of subsequent investigation, the liability of such disputed charges is to the Customer's Card Account, the charge will be reinstated in a subsequent Statement of Account and a fee will be billed per reinstated charge.

9.14 The Customer may at any time authorize the Bank, by way of standing instruction, to frequently debit any of his other accounts held with the Bank ("Target Account") to settle the Outstanding Liability or any part thereof. In such instance the Bank shall act upon such standing instruction as provided and debit the Target Account with the amount specified in the said standing instruction at the respective time and date set out thereof and at the sole risk of the Customer irrespective whether or not this instruction overdraws the Target Account.

9.15 If the Customer wishes to pay any or part of the Outstanding Liability from his accounts in other banks, through the direct debit arrangement of the Central Bank of the United Arab Emirates, he must complete the required forms of authorization applicable thereof together with any other documents as the Bank may deem appropriate.

10. Supplementary Card

10.1 The Bank may in its absolute discretion issue a Supplementary Card to a person nominated by the Cardholder and approved by the Bank. The issue of the Supplementary Card(s) shall be subject to such terms and conditions that the Bank may deem necessary.

10.2 These Terms and Conditions shall apply mutates mutandis (i.e. with the necessary changes) to the Supplementary Cardholder(s) except for the liability to repay the Outstanding Liability which rests with the Customer.

10.3 The Supplementary Cardholder shall not make Transaction which would exceed the Credit Limit applicable to the Supplementary Card. The Credit Limit assigned to the Primary Card is inclusive of the Credit Limit assigned to the Supplementary Cardholder.

10.4 The validity of the Supplementary Card is subject to the validity of the Primary Card. The termination of the Supplementary Card for whatever reason shall not affect the validity of the Primary Card but the termination of the Primary Card shall automatically terminate the Supplementary Card.

10.5 The undertaking, liabilities and the obligations of the Customer and the Supplementary Cardholder to the Bank and the Bank's rights herein shall not be affected in any way by any dispute or counterclaim which the Customer and the Supplementary Cardholder may have against each other.

10.6 The Customer shall be liable for all Transactions made by the Supplementary Cardholder using the Supplementary Card, which shall be part of the Outstanding Liability. The Customer hereby agrees to indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise which may be incurred or sustained by the Bank as a result of or in connection with any use or misuse of the Supplementary Card or any breach of these terms and conditions by the Supplementary Cardholder.

10.7 The Customer undertakes that he is the natural guardian of any Supplementary Cardholder under 21 years of age and that the use of each Supplementary Card shall be under his supervision and control.

10.8 Unless the Customer notifies the Bank otherwise in writing, the Bank is hereby deemed unconditionally authorized to share any information related to the activities on the Card Account with the Supplementary Cardholder.

11. Loss of Card or PIN

11.1 The Bank may issue PIN to enable the Cardholder to use the Card at any ATM or any electronic device which accepts the Card. The Cardholder acknowledges that the PIN may be sent by courier service to the Cardholder at his risk. When the PIN is received by courier, the Cardholder shall memorize the PIN and immediately destroy the advice.

11.2 The Cardholder shall be fully liable for all Transactions made using the PIN whether with or without the knowledge of the Cardholder.

11.3 The Cardholder(s) shall use all reasonable precautions to prevent the loss or theft of the Card and shall not disclose the PIN to any party. If the Card is lost or stolen or the PIN is disclosed to any other party, the Cardholder shall immediately contact the Bank and the nearest police station and provide full information on the incident and the circumstances associated with it. The Bank shall not be held responsible in case a lost or stolen Card is used prior to receipt by the Bank of written notice of such loss or theft.

11.4 The Cardholder shall be and remains fully liable to pay the Outstanding Liability in the Card Account which may be arising from any Transactions effected through the use of the Card and/or PIN by any person whether with or without knowledge of the Cardholder and irrespective of whether they were authorized by the Cardholder or not.

11.5 The Bank may at its absolute discretion issue a replacement Card for any lost or stolen Card or a new PIN subject to these terms and conditions or such other terms and conditions the Bank may deem fit.

11.6 The Customer shall immediately return to the Bank any recovered or found Card that has been reported lost or stolen. The Cardholder shall not use the PIN after reporting to the Bank of the disclosure of the same to any party.

12. Termination

12.1 The Customer may at any time notify the Bank of his intention to close the Card Account and cancel the use of all Cards by giving a notice in writing and returning all Cards cut into half to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut in half and after settlement of the entire Outstanding Liabilities charged to the Card Account.

12.2 In the event of the Customer terminating his Card, the Cardholder shall continue to be liable for all the charges and other liabilities in accordance with these Terms and Conditions.

12.3 The Bank may at any time withdraw, cancel any or all Cards with or without giving prior notice to the Cardholder. The Customer shall immediately after such withdrawal, cancellation, return all issued Cards cut in half to the Bank and settle the entire Outstanding Liabilities charged to the Card Account.

12.4 The Bank will cancel the Card without notice upon death, bankruptcy or insolvency of the Cardholder, if there exists any other circumstances (including the financial condition of the Cardholder) which in the sole opinion of the Bank, jeopardizes or prejudicially affects the interests of the Bank, or when the whereabouts of the Cardholder become unknown to the Bank.

12.5 The Customer and/or his/her legal successor will be responsible for repaying in full any outstanding balances on the Card Account and shall keep the Bank indemnified for all costs (including legal fees and charges) and expenses incurred in recovering such outstanding balances.

12.6 The Customer acknowledges that the Card annual membership fee– if applicable – charged to the Card Account is not refundable irrespective whether or not the Card is cancelled before the consummation of the year relevant to such fee.

12.7 Notwithstanding clause 11.6 above, the entire amount of the Outstanding Liability in the Card Account (including those related to Transactions made by all Supplementary Cards) together with the amount of all authorized (but not yet billed or charged to the Card Account) Transaction made by the use of the Card shall be payable immediately in full upon the cancellation of the Card.

12.8 The Bank shall be entitled to invoke any Security provided by the Customer to recover the Outstanding Liability or any amount due from the Customer.

12.9 The Customer acknowledges and agrees that the Bank shall retain any Security available for a period of at least forty five (45) days following the cancellation of the Card, irrespective whether or not the Customer settled the Outstanding Liability.

12.10 Without prejudice to anything contained herein, in the event of death of the Customer, the Bank reserves the right to pursue all courses available to it under law and equity to recover the Outstanding Liability, including recovery of Outstanding Liability from any applicable insurance cover or from the heirs/executors/administers and family members of the Customer or from the Accounts by way of lien or set-off of all the Outstanding Liability against the credit balances available in any of the Accounts.

13. Renewal

The Bank may renew the Card on its expiry date unless and until the Customer instructs the Bank in writing otherwise at least 45 days prior to the Card expiry date. In this case, the securities (salary/guarantee/deposits) will be released by the Bank after forty five (45) days from the date of the Card is physically returned to the Bank for cancellation.

14. Refunds

14.1 The Bank shall book any refund in relation to any Transaction recorded in the Card Account only when it receives a refund voucher or an authorization from the respective Merchant to refund the amount of the relevant Transaction.

14.2 The Bank shall not be liable in any way if the Card is not honored by a third party. The Bank shall not be responsible for goods or services purchased by the Cardholder on the Card and all circumstances the Cardholder must honor all vouchers/ transactions executed.

15. Exclusion of Liability

15.1 The Cardholder acknowledges and agrees that the Bank is not liable for any claim, loss, damage, cost or expenses whatsoever which may be incurred or suffered by the Cardholder directly or indirectly in connection with the following:

(a) failure to complete a Transaction at any POS, ATM, Merchant or other bank/ financial institution whether or not such failure is due to machine malfunction, communication loss, power cut, lack of bank notes in the ATM or otherwise due to a refusal by the Merchant to accept the Card or refusal by MasterCard, Visa or any other scheme to authorize the intended Transaction;

(b) failure (or non performance) by the Merchant to deliver the goods or services purchased using the Card;

(c) any defect, malfunction, deficiency or product liability issue related to the goods or services purchased from a Merchant using the Card;

(d). any injury to the credit character and reputation of the Cardholder in and about the repossession of the Card, any request for its return or the refusal of any person to honor or accept the Card.

(e). any mis-statement, misrepresentation, error or omission in any details disclosed by the Bank pursuant to clause 16.

(f) any dispute between the Cardholder and any Merchant or bank/financial institution or any other person in connection with any Transaction. It is agreed that the Customer's liability to the Bank shall not in any way be affected by such dispute or counterclaim or right to set-off which the Cardholder may have against such Merchant, bank/financial institution or person;

(g) failure of an ATM to accept banknotes deposited towards full or partial settlement of the Outstanding Liability;

(h) the exercise by the Bank of its right to cancel the Card;

(i) the Bank acting in good faith upon the Cardholder's instructions;

(j) the interruption of the Bank business by acts of god, riots, civil commotion, insurrections, wars, strikes, lockouts or any other causes beyond its control including events of force majeure;

(k) the giving of a Transaction instruction(s) other than by a Cardholder;

16. Indemnity

16.1 The Customer undertakes and agrees to indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise which the Bank may incur by reason of any use of the Card. The Bank is hereby authorized to debit such costs and expenses to the Card Account as part of the Outstanding Liability payable by the Customer.

16.2 The Customer shall release the Bank from and indemnify it against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities however arising in consequence of, or in any related, to:

(a) The Bank having acted in good faith in accordance with the Cardholder's written or facsimile instructions, notwithstanding that such instruction(s) as above may have been initiated or transmitted in error or fraudulently altered, misunderstood or distorted in the lines of communication or transmission; or

(b) The Bank having refrained from acting in accordance with the Cardholder's written, telephone, facsimile or telex instructions by reason of failure of actual transmission thereof to the Bank or receipt by the Bank of whatever reason, whether connected with the fault, failure or unreadiness of the sending or receiving machine.

17. Disclosure of Information

The Cardholder irrevocably authorizes and permits the Bank to disclose, furnish or exchange such information that it deems fit concerning the Cardholder and his affairs including but not limited to Transactions details to the Bank's associates, branches, assignees, agents or other parties including but not limited to other banks/financial institutions and MasterCard, Visa or other card scheme.

18. Right to Set-Off

18.1 In addition to any general right to set-off or other rights conferred by the law to the Bank, the Customer agrees that the Bank may in its absolute discretion at any time and without notice combine and consolidate all or any account(s) held either individually or jointly, of the Customer with the Bank of whatever description and wherever located and whether in UAE Dirham or in any other currency or set-off or transfer any sum standing to the credit of any such account(s) in or towards discharge of all sums due to the Bank of whatever description or wherever located and whether in UAE Dirham's or any other currency and may do so not with standing that the balances of such account(s) and sums due may not be expressed in the same currency and the Customer hereby authorizes the Bank to offset any such combination, consolidation, set-off or transfer with the necessary conversion at the Bank's prevailing exchange rates which shall be determined by the Bank at its absolute discretion.

18.2 For the purpose of enabling the Bank to preserve intact the liability of any party including the Cardholder once a writ or summons has been issued or to prove the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank deems fit, the Bank may at any time place and keep for such time as the Bank may think prudent any monies received, recovered or realized hereunder or under any other security or guarantee to the credit of the Cardholder as the Bank shall think fit without any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

19. Notices and Communications

19.1 The Customer must promptly notify the Bank in writing of any changes in employment or business or name or address (office and /or residential) or any contact numbers or if the Cardholder intends to be away from the United Arab Emirates for a prolonged period.

19.2 If the Customer leaves the UAE to take up residence elsewhere, both the Primary and the Supplementary Card(s) shall be returned to the Bank 14 days prior to the Customer's departure and the card shall be deemed cancelled.

19.3 Instructions sent by the Customer to the Bank through facsimile communication shall be considered valid and binding on the Cardholder and the Bank may act upon instructions conveyed through this method. The Bank may use the originals or copies of the facsimile transmission received by the Bank and printed out on its receiving machine as proof to support any claim in any court of law.

19.4 All Cards, PIN, Statements of Account, demands or any other communication may be delivered personally or sent by ordinary post or by electronic means to the last known billing or other address of the Cardholder and such communication shall be deemed to have been received by the Cardholder on the day of delivery if delivered by hand or by electronic means and on the next business day after posting, if sent by post.

19.5 All communications under these terms and conditions sent to the Customer or the Supplementary Cardholder shall be deemed to be communication sent to both.

19.6 Customer agrees that he would at all times keep his contact information including not limited to full name, mailing & non mailing address, mobile & landline numbers and email address updated.

20. General

20.1 The Cardholder authorizes the Bank at its discretion to record any instructions on phone and to use such records as evidence in a court of law or other legal proceedings. The Cardholder hereby consents to the recording of all electronic communication (e.g. telephone calls, electronic mail, SMS message or other) and storage of electronic media by the Bank and accepts such recordings and electronic media as evidence before the courts in the United Arab Emirates or any other legal or arbitral proceedings.

The Cardholder agrees that each of the said communication shall be deemed an "Electronic Record or Document" as defined in the United Arab Emirates Federal Law number 1 of 2006 concerning Electronic Transactions and Commerce or any amendment thereto. The Cardholder further acknowledges that each and all of such communications shall be used as admissible evidence pursuant to the United Arab Emirates Federal Law number 10 of 1992 as amended by the United Arab Emirates Federal Law number 36 of 2006.

20.2 The Cardholder shall indemnify the Bank against any claims, proceedings or losses that may arise or be incurred by the reason of carrying of the telephonic instructions from or purported to be from the Cardholder.

20.3 The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Customer or his successors.

20.4 The Bank shall be entitled at any time without the consent of the Customer to assign the whole or any part of its rights or obligations with or without notice to the Customer. The Cardholder undertakes to sign such further document as may be requested by the Bank from time to time.

20.5 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

20.6 The Customer shall not assign his obligations herein to anyone else.

20.7 Each of these terms and conditions shall be severable and distinct from one another and if at any time anyone or more of such terms and conditions is or becomes invalid, illegal or unenforceable, the validity, legality or the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20.8 No condoning or excusing of and no neglect or forbearance on the part of the Bank or any default or breach of any these terms and conditions shall operate as waiver of the Bank's right and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing to the Bank. Any waiver shall operate only as a waiver of the particular matter to which it relates and shall not operate as a waiver or release of any of these terms and conditions.

20.9 In connection with the special discounts/offers made by the respective Merchants, the Bank does not hold out any warranty or make any representation of the delivery, quality, design, specifications or otherwise set out in respect of these offers. Also these products/services are subject to availability and will be allocated on first come, first served basis.

20.10 In connection with the special discounts/offers made by the respective Merchants, the Bank will not be held responsible where any of the Merchants withdraws, cancels, alters or amends these products / services. Also the Bank reserves its rights to change the benefits available to Cardholder(s) at any time without prior notice.

20.11 Copies of signed Transaction vouchers (sales vouchers) are not provided. Only in case of dispute, a photocopy or microfiche copy of specified voucher will be provided as documentary proof of debit, provided the Cardholder requests in writing within 30 days from the relevant statement date. Such requests will not be entertained if the transaction date is over 90 days.

20.12 The Bank issues Cards on the understanding that goods, tickets or services obtained with a Card will not be re-sold or returned for cash refund. However, goods or tickets may be returned for credit to the Card Account provided the Merchant accepts such returns.

20.13 The Cardholder acknowledges that the Bank's books, records and accounts shall, in the absence of any manifest error, be conclusive and binding evidence.

20.14 The Bank may at any time without notice cancel or suspend the right to use the Card or refuse to re-issue, renew or replace any Card, without affecting the Customer's obligations made in these terms and conditions which shall remain in force until all liabilities of the Card have been fully and satisfactorily settled.

20.15 References to 'these terms and conditions' shall be understood to be references to the terms conditions contained in the Cardholder's completed Application form together with the general terms and conditions. References to "AED" or "Dirhams" shall be understood to be references to the lawful currency of the United Arab Emirates.

20.16 By signing the respective Card Application, the Cardholder is deemed to have acknowledged and agreed to be bound by these Terms and Conditions. However, these Terms and Conditions shall be deemed to be acknowledged and accepted if:

- (a) the Cardholder signs on the back of the Card;
- (b) the Cardholder uses the Card to make a Transaction.

20.17 These Terms and Conditions supersede any prior terms and conditions or agreement with the Bank in connection with the Card.

21. Variation of Terms & Conditions

21.1 The Bank may from time to time change these Terms and Conditions and such changes shall be binding on the Customer. The Customer acknowledges that his use of the Card after the effective date of any such shall be deemed to constitute acceptance of such changes. If the Customer does not accept the proposed change, the Customer must cancel the Card in the manner provided in clause 11.

22. Governing Law and Jurisdiction

22.1 These Terms and Conditions are governed by, and shall be always construed in accordance with, the laws of the United Arab Emirates.

22.2 Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding their existence, validity, interpretation or any claim to recover the Outstanding Liability, shall be referred to the Courts of Dubai International Financial Centre.

22.3 Notwithstanding Clause 21.2 above, the Customer agrees that the Bank may bring action against the Customer in any courts of competent jurisdiction to recover the Outstanding Liability or any amount due in relation to the use of the Card.