

EMIRATES NBD CREDIT CARD TERMS AND CONDITIONS

All Emirates NBD Credit Cards and the related credit facility are issued subject to the Terms and Conditions specified below. By applying for Emirates NBD Credit Card (Conventional) a customer accepts and agrees in all cases to be bound by these Terms and Conditions:

1. **Definitions:** In these Terms and Conditions, unless the context requires otherwise.
 - A. **"Account"** means the card account established by the Bank to which the Bank will record all transactions, in relation to the Card, including Cash Advances, Merchant Sales, Service Charges and other appropriate debits and credit.
 - B. **"Bank"** means Emirates NBD
 - C. **"Card" or "Credit Card"** means Emirates NBD Credit Card
 - D. **"Cardholder" or "Credit Cardholder"** means the person named on the card
 - E. **"Cash Advance"** means money paid to the Cardholder and debited to the Account when directed by a cash advance slip drawn on the Account and signed by the Cardholder or by the Cardholder's use of the Card at an automated teller machine
 - F. **"Credit Limit"** means the maximum amount which the Credit Cardholder is permitted to owe the Bank as a result of all transactions recorded or outstanding on the Account
 - G. **"Merchant Sales"** means goods or services charged to the Account and verified by a merchant or provider of services
 - H. **"Payment Due Date"** means, in relation to a Credit Card, the date indicated on the Statement, when payment of cleared funds must be received by the Bank
 - I. **"Statement"** means a written record reflecting all transactions processed through the Account during the monthly billing cycle for Credit Cardholders and stating in the case of Credit Cardholder, the balance which must be paid by the Credit Cardholders and received by the Bank on or before the payment Due Date; and
 - J. **"Statement Date"** means the date on which the Bank prepares the Statement
 - K. **"CCIP"** means Credit Card Installment Plan
2. **Advances:** The Cardholder assumes full responsibility for all obligations incurred through the use of the Card, and shall promptly pay to the Bank all principal amounts, service charges, excess use fees and other amounts due, including but not restricted to Late Payment Fees, and payable in accordance with these Terms and Conditions.
3. **Credit Limit:** The Credit Cardholder may not exceed the Credit Limit. The Bank reserves the right to levy any excess use fee upon the Cardholder at a rate established by the Bank from time to time for any breach of the agreed Credit Limit. The Cardholder is not entitled to use, and agrees not to use, the Card if the aggregate outstanding balance of all Cash Advances, Merchant Sales and Service Charges would, as a result, exceed the Credit Limit. If, however, the Bank (in its sole discretion) chooses to process a transaction which results in the amount outstanding exceeding the Credit Limit, the Cardholder shall be fully liable for the amount of any such excess plus all service charges excess fees and other amounts payable in accordance with these Terms and Conditions. After establishing a satisfactory record, the Cardholder may at any time request an increase in the Credit Limit, but an increase will only be granted at the Bank's sole discretion.
4. **Service Charges or Interest Charges on Credit Cards:** Service or Interest Charges on the Credit Card balance not paid in full on the Payment Due Date will accrue and be payable by the Cardholder at the rates established by the Bank from time to time. The Bank will post at its premises and/or otherwise notify the Cardholders of the current rate of service charges and any other fees and charges in relation to Cards. Details of the fees will be available in the Price and Service Guide located in the end of this agreement and on the bank's website.
5. **Minimum Payments:** In order to avoid new and/or additional service charges the full outstanding balance should be paid and cleared funds received by the Bank on or before the Payment Due Date indicated on the Statement. If, however, the Cardholder chooses not to pay the full balance, the Cardholder must pay at least the minimum payment indicated on the Statement. In all cases, the Cardholder should ensure that the Bank receives a payment made by cheque at least (4) full working days (excluding Fridays) prior to the Payment Due Date in order to ensure that the Bank receives cleared funds on or before the Payment Due Date since no amount will be credited to an account until cleared funds are received.
6. **Cash Advance Fee:** In addition to any other amounts payable, a percentage based fee, at a rate established by the Bank from time to time, of the amount advanced per transaction, is payable by the Cardholder in connection with each Cash Advance.
7. **Annual fee:** An Annual Fee will be charged to the account, as fixed by the Bank. The Cardholder will not be entitled to a refund or rebate of such fees if more than 10 days have passed after receiving the card even if the Card is cancelled and the Account closed prior to the conclusion of the annual period. Annual fees will begin since date of receiving the card regardless if the customer activated the card or not.
8. **Account Currency:** The account will be maintained in Saudi Riyals. If the Cardholder incurs a charge in foreign currency, it will be converted into Saudi Riyals. In converting the foreign currency into Riyals, the Bank or its authorized agents will make the conversion in accordance with its normal practice through US dollars using the exchange rate in effect on the date the transaction is processed, except that amounts converted by common carriers (such as airlines) may be billed at the rates the carriers use.
9. **Exchange Controls and Taxes:** The Cardholder agrees to comply with exchange control and tax laws and regulations which may be affected by using the Card. The Cardholder shall be responsible for, and the Bank is authorized to charge to the Account, all losses, claims or expenses incurred by the Bank in connection with such laws and regulations, as well as taxes, duties, charges or other government impositions on any transaction or the Account.
10. **Statement:** The statement will be issued on the 7th of every month and will be mailed to the Cardholder on a monthly basis shortly after the last day of the billing cycle. It is the Cardholder's responsibility to examine the Statement and to report promptly to the Bank any objection, but in any event within thirty (30) days of the Statement Date. If the Cardholder does not report any objection to the Bank within such period, the Statement will be deemed to be final and conclusive with respect to all amounts payable by the Cardholder in relation to the Card and the Account.
11. **Responsibility:** The Cardholder is responsible for all transactions involving the use of the Card, regardless of whether such use is made by signing a voucher, by providing the number of the Card to a travel agent, hotel, car rental agency or other entity so as to enable it to charge an amount to the Card or by purchasing an item or service by a mail or telephone order. The absence of the Cardholder's signature on any Cash Advance or Merchant Sales voucher will therefore not relieve the Cardholder of liability, provided that the Cardholder has not notified the Bank, as provided below that the Card has been lost or stolen. A copy (however reproduced) of the original Merchant Sales slip, Cash Advance slip or other draft received by the Bank shall be conclusive evidence of the amounts owed to the Bank. If the Cardholder requests a copy of the slip for his/her own use such copy shall be charged at the prevailing fee established by the Bank for this service.
12. **Loss or Theft:** If the Card is stolen, the Cardholder agrees to notify the Bank immediately in accordance with the published instructions which the Cardholder acknowledges he/she has read and understood. The Cardholders must report the loss in person at any branch of the Bank or write to the Emirates NBD Card Center, Customer Service Department P.O. Box 8166, Riyadh 11482, Saudi Arabia, giving the information required in the published instructions. The Cardholder may call the Bank's at 800 754 7777 to report the loss or theft.
13. **Change of Address:** The Cardholder must notify the Bank of any change in the Cardholder's address or instructions regarding the delivery of Statements and other notices. Otherwise, the last address or instructions given to the Bank in writing will be considered the Cardholder's mailing and accredited address for purposes of sending Statements and other notices.
14. **Termination by Cardholder:** The Cardholder may cancel the Card and terminate the Account at any time, but only by written notice to the Bank and subject to the physical delivery of the Card to the Bank.
15. **Termination by Bank:** The Card shall remain the property of the Bank at all times. The Bank may cancel the Card and terminate the Account at any time, at its sole discretion, with or without prior notice to the Cardholder. Upon such terminate, the Cardholder will cease using the Card and return it to the Bank.
16. **Effect of Termination:** Upon cancellation of the Card and termination of the Account, all outstanding amounts, including the balance of all Cash Advances and Merchant Sales affected, but not yet processed, will become due and payable in full. The Cardholder will in all cases be responsible for, and promptly reimburse the Bank for all costs and expenses incurred by the Bank in collecting amounts due and payable by the Cardholder and all accrued Service Charges and excess use fees and all other fees and charges then payable hereunder.
17. **Merchant Discretion:** The Bank shall under no circumstances be responsible for a merchant's refusal to honor the Card or for goods and services provided by a merchant or provider of services. A complaint or claim against a merchant or provider of services will not relieve the Cardholder of any of its responsibilities to the Bank hereunder.
18. **Re-issue, Renewal or Replacement:** The Bank may reissue, renew or replace the Card, at its sole discretion. The Bank is under no obligation to issue a replacement Card but if it agrees to do so the Cardholder will be charged the prevailing Card Re-issuance fee. In the case of Card renewals upon expiry the re-issue will be effected automatically by the Bank unless written instructions to the contrary are received from the Cardholder not less than two (2) months prior to the expiry date of the Card.
19. **Amendment:** The Bank may amend these Terms and Conditions at any time and shall notify the Cardholder, in any manner the Bank considers appropriate, at least forty five (45) days in advance of any change taking effect. The latest Terms and Conditions will be available on Bank's website emiratesnbd.com.sa. The Cardholder will be bound by any such change unless the Card is canceled and returned to the Bank, the Account terminated and all outstanding amounts then payable hereunder are paid in full by the Cardholder.
20. **Set-Off:** The Bank shall have a continuing right of set-off over any of the Cardholder's property rights and interest which may be in the Bank's custody and control, which rights may be exercised by the Bank at any time and from time to time without notice to, or further authorization from, the Cardholder. If the balance in the Cardholder's current account is inadequate and the Cardholder fails to make full and prompt payment of any amounts due and payable to the Bank, the Bank may at any time set-off against such amounts and apply in payment and satisfaction thereof any balance in any of the Cardholder's accounts with the Bank, regardless of the nature of the account. In all cases, even after the Bank exercises its right of set-off, the Cardholder shall remain liable to the Bank for any amounts remaining due and unpaid and promptly pay such amounts to the Bank. The Bank's rights of set-off hereunder are in addition to any other rights which the Bank may have.
21. **Assignment:** The Bank may at any time assign any or all of its rights hereunder to any other party without the need to obtain the approval of the Cardholder or to provide the Cardholder with notice of such assignment.
22. **Supplementary Cards:** A Cardholder (the "Primary Cardholder") may from time to time request the Bank to issue, under Primary Cardholder's account, Supplementary Cards to individuals named by the Primary Cardholder and approved by the Bank ("Supplementary Users"). The Primary Cardholder will in all cases be responsible for all charges, costs and expenses related to a Supplementary User's use of a Supplementary Card and all transactions and such amounts will be charged to the Account of the Primary Cardholder. The use of Supplementary Cards will be subject to all the Terms and Conditions set forth herein and a Supplementary card will not for any purpose be treated as a separate Card for purposes of the Account. The Bank will charge an issuance fee at the prevailing card issuance fee in respect of each supplementary Card.
23. **Governing Law:** In the event the Cardholder fails to make a payment or to otherwise fulfill its obligations under these terms and conditions, the Cardholder agrees that (i) the Bank shall have the right to bring an action or proceeding in any court, committee or tribunal having jurisdiction over the Cardholder and/or the Cardholder's asset in the Kingdom of Saudi Arabia and/or abroad; (ii) an action or proceeding before any court, committee or tribunal in one jurisdiction shall not preclude the institution of an action or proceeding in any other jurisdiction, whether concurrently or not; (iii) the Cardholder hereby waives any objection he/she now has, or may hereafter have, to an action or proceeding being brought in any jurisdiction; and (iv) these terms and conditions shall be read and construed in accordance with the laws, rules and regulations of the jurisdiction in which an action or proceeding is brought in the Kingdom of Saudi Arabia and/or abroad excluding its conflict of law rules.
24. The Bank or any member of Emirates NBD may process transactions or store records and information with respect to the credit card account or any related transaction inside and outside the Kingdom of Saudi Arabia.
25. **Register of Defaulters:** The Bank hereby makes the Cardholder aware that: (i) banks in the Kingdom of Saudi Arabia maintain a common Register of Defaulters or a Delinquent List for use by all the banks; (ii) if the Cardholder fails to make payment on two consecutive occasions, the Bank will advise in writing that the Cardholder's name may be added to the Delinquent List if the amount overdue is not paid within specified date; (iii) the Bank will add the Cardholder's name to the Delinquent List if he fails to make payment on three consecutive occasions and the Bank will notify the Cardholder of inclusion of his name in delinquent List; (iv) when your name is included in the delinquent List, which is shared by all Banks, it may be difficult for you to obtain finance facilities from other lenders and (v) in the event of inclusion of the Cardholder's name in Delinquent List, it will be removed only upon payment by

- the Cardholder of the full amount due to the Bank. Information on all applicable late payment or default charges including reporting of default cases to SIMAH.
- 26. Credit Card Installment Plan:** CCIP is open to credit cardholders. The purpose of CCIP is to enable the credit cardholder to purchase goods and services using the limit available on his/her Credit Card and repay the amount of the purchase in equal monthly installments in accordance with the following Terms and Conditions.
- 26.1 Eligibility:** Every credit cardholder who meets the Credit Card Terms & Conditions of Emirates NBD and whose accounts are current (as determined by the Bank) will be automatically eligible for benefiting from CCIP. CCIP is available for both primary credit cards and supplementary credit cards.
- 26.2 Conducting a CCIP Transaction:** (i) The Installment Payment Plan comprises of two plans. Under the first plan the credit cardholder will be offered selected offers that can be availed at 0% interest rate for a specified period, certain amount and merchants. Under the second plan, CCIP is offered on all transactions above a certain amount, at a special interest rate as specified by the bank from time to time. (ii) The selected goods and services offered by the specific merchants and the number of monthly installments to be paid (the "CCIP Term") for each good and service shall be determined by the Bank from time to time and communicated to the credit cardholder accordingly (hereinafter referred to as the "Offer"). (iii) The CCIP Term will vary from one Offer to another. (iv) Emirates NBD will authorize a CCIP transaction provided that the amount of the CCIP transaction is within the credit cardholder's available total credit limit available on the Credit Card and that the credit cardholder's Credit Card is in good standing position as per the rules and regulations adopted by EMIRATES NBD at the time of conducting the transaction.
- 26.3 Billing & Payment of the CCIP Installments:** (i) The amount to be paid every month "Equated Monthly Installment (EMI)" will be computed by dividing the Total CCIP Price by the CCIP Term. The Total CCIP Price is arrived by adding the Purchase Price of the goods or services and the interest charges for the CCIP Term (if applicable). (ii) CCIP Monthly Installments shall be billed to the credit cardholder starting from the immediately following statement date after the date of purchase and every month thereafter until the Total CCIP Price is billed in full. (iii) When a credit cardholder makes a purchase(s) under the CCIP, the Monthly Minimum Due on the statement will be the sum of the CCIP Monthly Installment(s) plus all other outstanding transactions multiplied by the required payment percentage determined by Emirates NBD and notified to the credit cardholder, plus any excess amounts over the credit limit and all past due amounts, if any. (iv) If the credit cardholder pays less than the Monthly Minimum Due on the due date specified in the card member's credit card monthly statement then charges as per the existing Emirates NBD Credit Card Terms and Conditions governing the issue will become applicable. (v) The credit cardholder requests for reducing the CCIP Term i.e. the number of CCIP Monthly Installments will not be entertained. (vi) The credit cardholder will be allowed the option of prepaying the Total CCIP Installment Price in one lump sum prepayment. There will be a CCIP Cancellation Fee (determined by the bank from time to time) to process such requests. (vii) There will be a CCIP Cancellation Fee (determined by the bank from time to time) to process a cancellation request on account of refund/void transactions. (viii) If the credit cardholder fails to make payment, any existing CCIP transactions will be converted to a revolving interest bearing transaction. (ix) If the card is closed while a transaction is still under CCIP, the CCIP will cease to exist and the unbilled amount of the CCIP will be immediately billed to the credit cardholder. The entire outstanding amount shall immediately become due and payable by the credit cardholder and the Bank shall have the right to demand the immediate payment thereof at its discretion.
- 26.4 Title to the Item:** The good(s) any and all replacement, accessions and accessories thereto purchase by the credit cardholder under CCIP shall remain Emirates NBD's absolute property until the Total CCIP Price is paid in full and all of these Terms & Conditions are completely complied with. The credit cardholder shall not be the owner of the good(s) until such date and he/she will not make any prior statements or allegations in this respect. The credit cardholder shall not sell or rent or mortgage or assign the good(s) or encumber it or waive its acquisition or in any other way deal in the good(s) or any interest therein to any person or party. The credit cardholder shall exercise proper diligence in the use and maintenance of the good(s).
- 26.5 Product Liability:** Emirates NBD will not be liable for any damage or loss incurred by the credit cardholder arising out of the purchase, installation, use or otherwise of the good(s) and/or service(s) under CCIP as for any negligence, breach of statutory or other duty on the part of Emirates NBD nor shall EMIRATES NBD be responsible in any way for the quality of the goods and/or services purchase under CCIP. Any complaint as to the quality of the goods purchased or services rendered through CCIP shall be referred to the supplier or merchant and shall not affect credit cardholder's obligation to continue paying the CCIP Monthly Installments to Emirates NBD.
- 26.6 Modifications, Amendments and Cancellation:** (i) Emirates NBD is entitled at any time and without any prior notice or liability to the credit cardholder in any manner whatsoever terminate CCIP or cancel or vary its benefits or features, or vary, or add or delete any of these Terms and Conditions. However, such termination shall not affect transactions concluded by the credit cardholder and accepted by Emirates NBD under CCIP before the termination decision. Emirates NBD is also entitled to determine a floor limit for the minimum amount of purchase allowable under CCIP for each particular Offer. (ii) Emirates NBD reserves the right to disqualify any credit cardholder from further participation in CCIP, if in its judgment, that credit cardholder has in any way violated the rules and conditions herein, or has violated the Terms & Conditions attached to their Emirates NBD Credit Card. Suspension and disqualification shall not lead to termination of transactions already concluded by the credit cardholder and accepted by Emirates NBD before such decision. (iii) Emirates NBD shall be entitled to disallow/refuse any transaction submitted by the credit cardholder to it under CCIP without assigning any reason whatsoever.
- 26.7 Indemnity:** Emirates NBD shall not be liable if it is unable to perform its obligations under these Terms and Conditions, due directly or indirectly to the failure of any machinery or communication system, industrial dispute, war or act of God, or anything outside the control of Emirates NBD. Nor shall Emirates NBD be responsible for any delay in the transmission to Emirates NBD of evidence of CCIP by the specified merchants or any other third party.
- 26.8** The Terms and Conditions herein shall be without prejudice to the existing Credit Card Terms and Conditions governing the issue of and use of the Emirates NBD Credit Card and shall apply to the CCIP.
- 26.9** If at any time dispute arises in connection with either the CCIP or these Terms and Conditions, Emirates NBD decision in connection with the same shall be final and binding. Emirates NBD reserve the right to terminate the CCIP without prior notice.
- 26.10** These terms and conditions are governed by the laws of the Kingdom Saudi Arabia. You and we submit to the non-exclusive jurisdiction of the civil courts of the KSA. Such submission shall not restrict our rights to bring proceedings against you in any other jurisdiction.
- 27. Balance Transfer:** Balance Transfer facility allows you to transfer all or part of your outstanding balances under credit cards issued by other banks in KSA to your credit card. The minimum amount that can be transferred shall be SAR 1,000 subject to utilized credit limit on your account at the time of the transfer.
- 27.1** Only primary cardholders may avail of the facility.
- 27.2** Cardholder may select one of the repayment terms/period that we offer
- 27.3** Interest rate to be determined by the bank from time to time.
- 27.4** Cardholder will be required to repay the principal amount together with the interest in equal monthly installments during the selected terms.
- 27.5** If cardholder wishes to settle the outstanding amount before the end of the selected repayment term/period, cardholder will be required to repay the outstanding principal amount and the interest on that sum, and any administration fee that the bank may impose for early settlement.
- 27.6** Non payment of any monthly installment will be considered a breach of this agreement and we reserve the right to bill the entire amount outstanding. Cardholder will be liable for any default charges in the event of non-payment together with a possible transfer of the entire amount outstanding to the standard balance or cash balance.
- 27.7** The bank reserves the right to refuse this facility or to limit the amount that can be transferred and we may change or cancel the facility at its discretion.
- 28. Credit Shield:** credit shield insurance covers all participants of Emirates NBD - KSA credit shield program. The sum covered is 100% of the outstanding balance of participant. Events covered are death or permanent disability of the participant. Entry age to the scheme is minimum 18 and max 65.
- 29.** Hereby, I the undersigned agree to provide Emirates NBD with any information that it requires for the establishing and/or auditing and/or administering my accounts and facilities therewith and I authorize it to obtain and collect any information as it deems necessary or in need for regarding me, my accounts and facilities therewith, from the Saudi Credit Bureau (SIMAH) and to disclose and share (inclusive of Data Pooling) that information to the said company (SIMAH) in accordance with the Membership Agreement and Code of Conduct approved or to any other agency approved by Saudi Arabian Monetary Agency (SAMA).
- 30.** The Cardholder shall incur no financial charges if cancelled within a period of 10 days from the date of the card's issuance
- Note:** In case cardholders do not meet the terms and conditions of the card, the bank will take the necessary actions that will have potential consequences on cardholders.
- Example of Finance Charge calculation - Retail & Cash Transactions**
- Assuming that the Cardholder is assigned the statement billing date as 7th day of every month and he does the following transactions in the period 7th March and 7th April.
- Retail purchases worth SAR 8,000 on 20th March
 - Cash withdrawal of SAR 5,000 on 4th April
- It is assumed that no Previous Balance is carried forward from the 7th March statement, the Cardholder will receive his 7th April statement detailing total transactions of SAR 13,075 (principal balance + cash advance fee of SAR 75 whichever is higher).
- The Cardholder needs to make a payment towards the outstanding within 23 days from the Statement Date. The payment can range between 5% and 100% of the outstanding amount. In case the outstanding balance on the Statement Date is paid in full by the Payment Due Date, no interest is charged on purchase transaction, however there will be interest charged on cash advance transactions as per the following:
- $$\text{SAR } 5,075 \times 29.88\% \times 3 \text{ days} / 360 \text{ days} = \text{SAR } 12.64$$
- In case a partial payment of SAR 2,600 is received for example, on the 2nd April, the Finance Charges will be calculated as per the following:
- **Retail Transaction since date of transaction until date of payment:** SAR 8,000 X 26.4% X 12 days / 360 = SAR 79.68
 - **Remaining amount of purchase transaction until statement issuance date:** SAR 5,400 X 29.88% X 5 days / 360 days = SAR 22.41
 - **Cash Advance Transaction (from date of transaction until next statement)*:** SAR 5,075 X 29.88% X 30 days / 360 days = SAR 126.37
- Total Finance Charges billed on the 7th of May statement will be SAR 241.10**
- *Interest on cash advance transactions is calculated on a daily basis since date of transaction until cash advance transaction amount is fully settled.
- Example of Foreign Currency Transaction Fee calculation**
- A Foreign Currency Transaction Fee of 2.2% is charged on Foreign Transactions (transactions made outside KSA).
- Transaction Amount: 1,000
Transaction Currency: A
Assuming Conversion Rate from currency A to Saudi Riyals: 2.5
Amount in Saudi Riyals = 1,000 X 2.5 = SAR 2,500
Foreign Currency Transaction Fee: SAR 2,500 X 2.2% = SAR 55
- The conversion from foreign currency to Saudi Riyal is done by the respective schemes that are VISA / MasterCard as per their prevailing rates for that day.
- 31.** The Credit Cards with no activities (including cards with excess credit balance) will be treated & labeled by the bank as per the following criteria:
- 31.1.** The status "Active" will be in effect if 24 months have not yet passed since the last financial transaction was conducted by the cardholder or whomever has been authorized.
- 31.2.** The status "Dormant" will be in effect if 24 months have passed after the last financial transaction was conducted by the cardholder or whomever has been authorized.
- 31.3.** The status "Unclaimed" will be in effect if five years (60 months including the Dormant period) have passed after the last financial transaction was conducted by the cardholder or whomever has been authorized, and the bank was unable to reach the cardholder or has tried all means of communication to reach the cardholder with no success.
- 31.4.** The status "Abandoned" will be in effect if 15 years (180 months including surpassing the previous statuses) after the last financial transaction has been conducted by the cardholder or his agent, and the bank was unable to reach the cardholder or has tried all means of communication to reach the cardholder with no success.