

CREDIT CARDS TERMS AND CONDITIONS

In addition to any stipulated terms – if any – in the completed application and forms and/or any stipulated terms in the Bank website, the following terms and conditions shall apply to the issued Credit Cards from the Bank to the customer and any transactions relating to these cards.

In consideration of Emirates NBD (hereinafter called the “Bank”) agreeing to issue and make available to the “Cardholder” (as hereinafter defined) a Credit Card at the Cardholder’s request, the Cardholder hereby agrees to the following terms and conditions.

1. Definitions

- “Card Account” means Emirates NBD Credit Card Account opened by the Bank for the purpose of entering all credits and debits received or incurred by the Primary Cardholder and the Supplementary Cardholder, if any, under these terms and conditions and includes, without limitation, all debts incurred resulting from any Cash Advances and/or Service Charges and/or liabilities arising out of or in connection with any Credit Card Transaction or otherwise.
- “ATM” means automated teller machines which allow the Cardholder to make Card transactions.
- “Bank” means Emirates NBD and its successors and legal assigns.
- “Card” or “Credit Card” means any physical or virtual Credit Card issued by the Bank to the Cardholder which allows the Cardholder to make Card Transaction (as hereinafter defined) which includes Primary, Supplementary and Replacement Cards irrespective of the Card, brand, name or scheme.
- “Cardholder” or “Credit Cardholder” means any person, for his favor the Bank issued a Credit Card which includes the Primary Cardholder and any Supplementary Cardholder.
- “Cash Advance Fee” means the fee Charged to the Card Account on each Cash Advance transaction as specified in the Initial Disclosure in the end of this agreement.
- “Cash Advance” means any amount obtained by the use of the Card or the Card number or the PIN or in any manner authorized by the Cardholder from the Bank or any other bank or financial institutions or ATM displaying the VISA/MasterCard scheme logo and/or any other logo.
- “Credit Limit” means the maximum debit balance permitted by the Bank for the Card Account for the Primary Card and Supplementary Card and, notified to the Primary Cardholder from time to time.
- “Eligible Transactions” means all retail transactions, at point of sale or online, charged to Cardholder’s Card Account and are eligible for the Bank’s Rewards, except for the transactions excluded by the Bank and defined in product specific terms and conditions.
- “Interest Charges” means the charges billed to the Card Account if the Total Payment Due of the previous months’ Statement of Account is not paid in full by the Payment Due Date noted in the Statement of Account.
- “Late Payment Fee” means the fee charged or levied to the Card Account if the entire Minimum Payment Due is not received by the Payment Due Date.
- “Merchant Sales” means any goods and/or services charged to the Card Account by any retail outlet, person or corporate entity who accepts the Card of the Cardholder as a means of payment and/or reservation by the Card.
- “Merchant” means any retail outlet, person or corporate entity supplying goods and/or services who accepts the Card of the Cardholder as a means of payment or reservation by the Card.
- “Minimum Payment Due” means the least amount the Cardholder needs to pay on or before the Payment Due Date to avoid any Late Payment Fees.
- “Current Balance” means the total outstanding balance on the Card Account payable to the Bank according to the Bank’s records including all charges.
- “Payment Due Date” means the date specified in the Statement of Account by which payment of at least the Minimum Payment Due is to be received by the Bank and posted to the Card Account to keep the Card Account in good standing.
- “Primary Cardholder” means a person other than the Supplementary Cardholder who is issued a Primary Card and for whom the Card Account is first opened and issued by the Bank.
- “Rewards” means any points, air miles, or cashback given to the Cardholder on Eligible Transactions, as decided by the Bank from time to time at its cash absolute discretion and available on the Bank’s website under product specific terms and conditions.
- “Service Charges” means the charges billed to the Card Account due to Cardholder’s use of services offered by the Bank including but not limited to Late Payment Fee, Credit Shield fee, foreign transaction fee, card replacement fee, and Cash Advance Fee.
- “Statement Date” means the date on which the Statement of Account is generated and printed for dispatch to the Cardholder at the address registered with the Bank.
- “Annual Fee” means the fees charged to the card account in a month chosen by the bank in exchange for obtaining the card. The cardholder does not have the right to recover the annual fees, even if the card was canceled and the account was closed before the end of the annual period. Annual Fees are calculated from the date of issuing the card, regardless of the card’s activation / inactivity.
- “Statement of Account” means the monthly or other periodic statement of Card Account sent to the Primary Cardholder showing the particulars of the Current Balance incurred by the Primary Cardholder and the Supplementary Cardholder, if any, which are due and payable to the Bank.
- “Supplementary Cardholder” means the person who has been issued with a Supplementary Card by the Bank, at the request of the Primary Cardholder.
- “Transactions” means all transactions carried out whether by using the card at point of sale, the card account number, or the pin, or via telephone banking service, or otherwise including but not limited to, payment for any goods, services and/or benefits, payments for any charitable purpose, and/or any Cash Advance.
- “Total Payment Due” means the total amount outstanding on the Card as on the Statement Date which is due to be paid by the Payment Due Date.

2. Card Issuance

- 2.1. The Bank reserves the right to decline any application submitted by the Cardholder for issuance of a Card while communicating the same to the customer.
- 2.2. The Bank at its absolute discretion shall set a Credit Limit to the Card and will notify the Cardholder accordingly. The Credit Cardholder may request a temporary Credit Limit increase which will be granted for a pre-defined duration as per the Bank policy. The Bank reserves the right to reduce or change the Card Credit Limit at any time without notifying the Cardholder.
- 2.3. The Credit Cardholder may not exceed the Credit Limit on the Card. The Bank reserves the right to process a transaction which results in the Current Balance exceeding the Credit Limit. In such case, the Cardholder shall pay to the Bank, upon demand by the Bank, full sum by which the Credit Limit is exceeded and all related fees associated with exceeding the Credit Limit.
- 2.4. The Card shall be valid for the period specified on the Card and the same can be used within the validity period only.
- 2.5. The Bank reserves the right to change the Card designs, benefits, Rewards and payment scheme at any time with or without prior notice to the Cardholder.
- 2.6 Bank at its discretion may also decide to change and/or cancel features and benefits offered by Bank, including but not limited to benefits offered by schemes (VISA, MasterCard, and Amex) with prior to notice to the customer.
- 2.7 Customers must also read, understand, and agree to scheme’s terms and conditions, as they are subject to change from time to time.

3. Card Usage

- 3.1. Upon receipt of the Card, the Cardholder shall sign on the reverse of the Card.
- 3.2. Upon receipt of the Card, the Cardholder shall call the Bank at the number specified by the Bank in order to activate the Card. The Cardholder shall identify himself and advise of his Card number and any other confidential information that the Bank may require. The Bank may, at its sole discretion, initiate a call to the Cardholder on the contact numbers registered by the Cardholder with the Bank in order to enable the Cardholder to activate the Card. The activation of the Card is proof of delivery and shall constitute binding and conclusive evidence of the Cardholder's receipt of the Card and acceptance of these terms and conditions and the product specific terms and conditions available on the Bank's website.
- 3.3. 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 or internet. 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.
- 3.4. The Card Account will be maintained in Saudi Riyals. If the Cardholder incurs a charge in foreign currency, it will be converted into Saudi Riyals at the exchange rate determined by the Bank for the date when the relevant transaction is debited to the Card Account. Such transaction will also be subject to a currency conversion fee and/or rate determined by the Bank at its sole discretion and indicated in the initial disclosure table and/or on the Bank's website.
- 3.5. The Cardholder agrees not to use the Card for any unlawful purpose, including but not limited to the purchase of goods and services prohibited under the applicable laws of the Kingdom of Saudi Arabia.
- 3.6. The Bank shall under no circumstances be responsible for a merchant's refusal to honor the Card 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.
- 3.7. The Bank reserves the right to contact the customer for the purpose of verification of Card Transactions/performing a security check/advising the replacement of the Card. If the Bank is unable to establish contact with the Cardholder for any reason whatsoever in any of the above circumstances, the Bank holds the right to freeze/block the Cardholder's Card Account until contact is established to the satisfaction of the Bank. The Cardholder indemnifies and holds harmless the Bank for any costs/losses whether actual or implied that may be incurred by the Cardholder due to the freeze/block placed by the Bank on the Card Account as described herein.

4. Cash advance

- 4.1. Subject to the Bank's sole discretion, the Cardholder may be allowed to use the Card for Cash Advance Transactions for such amounts determined by the Bank by using the Card in any of the Bank's ATM or any other bank or financial institution through whom such Cash Advances are provided.
- 4.2. The Finance Interest Charges, as specified in the Schedule of Fees and Charges as updated on the Bank's website, are applied by the Bank to each Cash Advance Transactions and calculated on a daily basis. Interest Charges shall accrue on Cash Advance Transactions from the date such Transaction was effected until repayment in full.
- 4.3. The Cardholder acknowledges and agrees that Cash Advance Fee will be applicable for each Cash Advance Transaction and/or shall be applied on the amount of each Cash Advance transaction. The Bank reserves the right to vary from time to time the amount and/or rate of the Cash Advance Fee and notify the same to the Cardholder through the Bank schedule of fees and charges and/or any other form of communication at the Bank's discretion and update the same on the Bank's website.

5. Statement of Account

- 5.1. The Statement of Account will be issued on the Statement Date and can be mailed to the Cardholder (upon Cardholder's request) on a monthly basis shortly after the Statement Date. The Statement of Account can also be accessed at any time through the Bank's online banking channels.
- 5.2. It is the Cardholder's responsibility to examine the Statement of Account and to report promptly to the Bank any objection, within thirty (30) business days of the Statement Date. If the Cardholder does not report any objection to the Bank within such period, the Statement of Account will be deemed to be final and conclusive with respect to all amounts payable by the Cardholder in relation to the Card and the Card Account."

6. Transaction Disputes

- 6.1. In the event that the cardholder wishes to discuss and object to a transaction for which charges have been charged shown in the card statement, he must inform the bank in writing of that no later than 30 days from the date of the relevant account statement.
- 6.2. If a transaction disputed by the Cardholder is subsequently proven to have been originated by the Cardholder, the Bank reserves the right to bill the Card Account the principal amount with Interest Charges thereon from the date the Transaction took place.
- 6.3. Unless otherwise advised by the Bank, the Cardholder remains fully liable for all Transactions, Service Charges, and Interest Charges on the Card, even in the event that the Cardholder has submitted a Cardholder dispute form to the Bank. Non-payment of charges will result in the levy of relevant Service Charges and Interest Charges.

7. Card Payments

- 7.1. The Bank shall debit the Cardholder Card Account with the amounts of the Transactions, Service Charges and Interest Charges and/or any other amount arising and payable under these terms and conditions.
- 7.2. The Cardholder agrees to pay to the Bank non-refundable fees as determined by the Bank - at its sole discretion - such as and without limitation the Card issuance/joining fees, Annual fee, renewal fees, Supplementary Card fees, replacement Card fees and/or any other fees determined by the Bank from time to time.
- 7.3. The Bank may at its sole discretion, with prior notice to the Cardholder, change the rate, method, or calculation of Service Charges, Interest Charges, Minimum Payment Due and/or any other fees and charges without obtaining the Cardholder's consent. Changes will be communicated to the Cardholder no less than 30 days prior to implementation.
- 7.4. The Cardholder may choose one of the available payment channels to pay the monthly due amount, which includes but not limited to, SADAD, cash deposit, online banking and ATM/cash deposit terminals for any fees or charges levied by the remitting bank to the Cardholder in effecting such payments to the Bank. Any payment shall only be regarded as having been received by the Bank upon the clearing of the proceeds paid to the Bank by the remitting bank.
- 7.5. In order to avoid additional Interest Charges, the Total Payment Due should be paid and cleared funds received by the Bank on or before the Payment Due Date indicated on the Statement of Account. If the Cardholder chooses not to settle the Total Payment Due in full, the Cardholder shall on or before the Payment Due Date determined by the Bank, pay the agreed percentage of payment or the amount specified as the Minimum Payment Due in the Statement of Account. In all cases, the Cardholder should ensure that the Bank receives a payment made by cheque at least (4) full working days (excluding Fridays and Saturdays) 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 the Card Account until cleared funds are received.
- 7.6. If the Bank does not receive full payment of the Total Payment Due on or before the Payment Due Date; the Bank shall charge the Cardholder, Interest Charges, at rates established by the Bank from time to time, on each unpaid Card Transaction listed in the Statement of Account, from the date each such Card Transaction was effected until the date when the Bank receives full payment of the Total Payment Due as stated in the Statement of Account.
- 7.7. The Cardholder agrees and acknowledges that if he failed to pay the Minimum Payment Due in full by the Payment Due Date, the Bank reserves the right to levy Late Payment Fees (as determined by the Bank from time to time) to the Card Account.
- 7.8. If the Cardholder failed to pay the Minimum Payment Due on the Payment Due Date and the same remained unsettled till the date of the next Statement Date, the Bank will add the unsettled amount to the next Statement of Account in addition to any Charges and/or Fees.

8. Balance Transfer

- 8.1. Balance transfer facility allows Cardholder to transfer all or part of their outstanding balances under credit cards issued by other banks in KSA to the Bank's Credit Card.
- 8.2. The Bank may at its sole discretion, offer balance transfer facility to Cardholders subject to the conditions specified by the Bank from time to time. Interest Charges, repayment terms and other applicable fees and Service Charges on the balance transfer program will be determined by the Bank and may change without prior notice to the Cardholder.
- 8.3. The Bank reserves the right to refuse the balance transfer request or to limit the amount that can be transferred.
- 8.4. The Cardholder should continue to make payments to the account from which the balance is transferred until the balance transfer request is complete. The Bank will not be liable for any charge or interest accrued relating to the account from which the cardholder transfers the balance.

9. Dial-A-Cheque (DAC)

- 9.1. DAC is a facility that allows the Cardholder to avail a Manager's cheque (MC) deducted from the Cardholder's available Credit Limit on the Credit Card. Cheque maybe addressed to the Cardholder, or to other individual, or to a merchant.
- 9.2. The amount of cheque addressed to a merchant may utilize the available Credit Limit of the Credit Card, however for cheque addressed to the customer or to individuals, the amount is limited up to the max allowed percentage of Credit Limit as regulated by Saudi Central Bank (SAMA).
- 9.3. Cardholder may select one of the available DAC programs i.e. repayment terms, linterest Rrate, tenors (if applicable) etc. as communicated by the Bank from time to time.
- 9.4. The Bank reserves the right to refuse this facility or to limit the amount that can be availed and the Bank may change or cancel the facility at its discretion.

10. Installment Program

- 10.1. The Installment program enables the Cardholder to purchase goods and services using the available Credit Limit on the Card and repay the amount of the purchase in equal monthly installments in accordance with the program's detailed terms and conditions available on the Bank's website.
- 10.2. The program conditions, including but not limited to, goods and services offered by specific merchants, tenor and terms for each merchant or good and service, and the eligibility criteria, shall be determined by the Bank from time to time and communicated to the Cardholder accordingly.
- 10.3. The Bank reserves the right to authorize an installment transaction provided that the amount of the transaction is within the Cardholder's available Credit Limit on the Credit Card and the Credit Card is in good standing position as per the rules and regulations adopted by the Bank at the time of conducting the transaction. The Bank shall be entitled to refuse any transaction submitted by the Cardholder under the installment program without assigning any reason whatsoever.
- 10.4. Monthly Installments shall be billed to the Cardholder starting from the immediately following Statement Date after the date of installment program signup and every month thereafter until the total amount is billed in full.
- 10.5. When a Cardholder signs up for the Installment program, the Monthly Minimum Due on the Statement of Account will be all outstanding transactions multiplied by the required payment percentage determined by the Bank and notified to the Cardholder, plus the sum of monthly installment(s), plus excess amounts over the Credit Limit and all past due amounts, if any.
- 10.6. If the Cardholder pays less than the Monthly Minimum Due on the Payment Due Date specified in the Cardholder's monthly Statement of Account then charges as per the Bank's existing Credit Card terms and conditions governing the issue will become applicable.
- 10.7. If the Cardholder fails to make payment, any existing installment program Transactions may be converted to a revolving Interest Charge bearing transaction.
- 10.8. The Cardholder may be allowed the option of prepaying the outstanding installments in one lump sum prepayment. There will be a cancellation fee (determined by the Bank from time to time) to process such requests.
- 10.9. If the Card is closed while a transaction is still under an installment program, the program will cease to exist and the unbilled amount will be immediately billed to the Cardholder. The entire outstanding amount shall immediately become due and payable by the Cardholder and the Bank shall have the right to demand immediate payment thereof at its discretion.
- 10.10. The Bank is entitled at any time and without any prior notice or liability to the Cardholder in any manner whatsoever terminate the installment program or cancel or vary its benefits or features, or vary any of its terms and conditions.

11. Credit Shield

- 11.1. 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 maximum 65. Termination age: Cover shall terminate upon the participant reaching the maximum age.

12. Supplementary Cards

- 12.1. A Cardholder (the "Primary Cardholder") may from time to time request the Bank to issue, under Primary Cardholder's Card Account, Supplementary Cards to individuals named by the Primary Cardholder and approved by the Bank ("Supplementary Cardholders"). The Primary Cardholder will in all cases be responsible for all charges, costs and expenses related to a Supplementary Cardholder's use of a Supplementary Card and all Transactions will be charged to the Card Account of the Primary Cardholder. The Supplementary Card will not have a different Credit Limit, but will share the Primary Card's Credit Limit. 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 Card Account. The Bank will charge an issuance fee at the prevailing Card issuance fee in respect of each Supplementary Card.

13. Rewards Program

- 13.1. The following provisions shall apply to all of the Bank's Credit Cards, and shall be read in conjunction with product specific terms and conditions uploaded on the Bank's website.
- 13.2. The Bank may at its sole discretion, include Eligible Transactions made with a Supplementary Card to the Rewards calculations. In such case, all Supplementary Card Eligible Transactions will be aggregated with the Eligible Transactions charged by the Primary Cardholder for the purposes of Rewards program. The aggregated Rewards will be awarded on the Primary Cardholder's Card Account.
- 13.3. Rewards will be accrued against each Eligible Transaction as defined by the Bank in the product specific terms and conditions (available on the Bank's website) and will be credited to the Cardholder's Card Account upon request, when received through authenticated channels as defined by the Bank.
- 13.4. Any decision about whether spend on purchases qualify as an Eligible Transaction for the purposes of Rewards and/or how spend is classified for each Reward program shall be resolved by the Bank and the result shall be communicated to the Cardholder
- 13.5. Rewards will only be accrued for the Eligible transactions posted on the Statement of Account of the Cardholder. The Bank cannot be held responsible for any late posting of transactions due to delays from the respective merchants. Bank reserves the right to calculate Rewards either on posting of each retail transaction or once every month, upon the issuance of the monthly Statement of Account.
- 13.6. Any Rewards accumulated might be cancelled/ forfeited if the Cardholder's Card is: I) closed II) not in good standing in the opinion of the Bank; III) expired and was not renewed; IV) in breach of the Card agreement; V) any other event, which, in the sole discretion of the Bank should result in the cancellation of the Reward, and/ or any similar benefits (as applicable).
- 13.7. Fair usage policy: Misuse of the Card to effect fictitious transactions through POS terminals at merchant outlets or through other means shall be construed as a breach of fair usage policy and in such cases, Cardholders may not be eligible for Rewards.
- 13.8. Fair usage policy: the Bank reserves the right to disqualify any Cardholder from further participation in the Rewards program, if in the Bank's sole judgment, that Cardholder has in any way violated these terms and conditions and/or the terms and conditions of the product and fair usage policy. Suspension and disqualification may result, at the Bank's sole discretion, to the cancellation and nullification of all Rewards earned by the Cardholder.

14. Loss or Theft

- 14.1. The Cardholder shall use reasonable precautions to prevent the loss or theft of the Card and shall prevent the discovery of the PIN by any person (including but not limited to family, relatives, and/or employers) and shall not disclose the PIN to any person. The Cardholder shall fully be liable to the Bank for all Transactions made with or without the PIN whether with or without the knowledge of the Cardholder.
- 14.2. If the Credit Card is lost or stolen or the PIN is disclosed to any person, the Cardholder shall immediately notify the Bank on the phone numbers specified by the Bank from time to time and the police of the country where such loss or theft or disclosure occurred. Such notification shall be followed by signed written confirmation or email to the Bank within 48 hours of receipt of notice. Until receipt of any notification, the Cardholder will be liable for all Credit Card Transactions on the Card Account.
- 14.3. The Bank may at its sole discretion issue a replacement for any lost or stolen Card at a fee determined by the Bank from time to time.

15. Exchange Controls and Taxes

- 15.1. 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 Card Account all losses, claims and/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, fee and charges on the Card Account.

16. General Terms and Conditions

- 16.1. Updating Personal Details: It is the sole responsibility of the Cardholder to ensure that the personal contact information is updated in the Bank records at all times. The Cardholder must promptly notify the Bank in writing of any changes in the Cardholder's information as provided to the Bank, including but not limited to, employment, address, contact numbers, etc. along with any documentary evidence of such changes. The Bank will use the last known details of the Cardholder for purposes of sending Statements of Account and other notices. Updating personal data is required by the Bank for any period (as specified by the Bank) not exceeding five years.
- 16.2. 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.
- 16.3. 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 thirty (30) business days in advance of any change taking effect. The latest terms and conditions will be available on the Bank's website at emiratesnbd.com.sa. The Cardholder will be bound by any such change unless the Card is canceled and returned to the Bank, the Card Account terminated, and all outstanding amounts payable hereunder are paid in full by the Cardholder.
- 16.4. Set-Off: In addition to any other right, the Bank may have either under these terms and conditions or in law, the Bank may at any time and without notice consolidate and combine all Card Accounts which the Cardholder holds with the Bank, either individually or jointly or with a Supplementary Cardholder and set-off and transfer any sums held in any such Card Account in satisfaction of any other sums due to the Bank. The Bank may do so wherever such Card Accounts are situated and in whatever currency they are situated at the then prevailing exchange rates.
- 16.5. Interactive Voice Response system (IVR): Any instructions conveyed by the Cardholder through the IVR shall be deemed valid and the Bank may act upon and use such records as evidence in a court of law or other legal proceedings.
- 16.6. 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.
- 16.7. 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.
- 16.8. Payment Default: The Bank hereby makes the Cardholder aware that if the Cardholder fails to pay the Minimum Payment Due in a given month, the Bank will add the Cardholder's name to the delinquent list, and it will also be reported to the Saudi Credit Bureau (SIMAH). The Cardholder will not be able to use the Card until the Minimum Payment Due has been paid. If the Cardholder fails to pay the Minimum Payment Due for three consecutive months, the Cardholder's Card Account will be permanently blocked. It may be difficult for the Cardholder to obtain finance facilities from other lenders when the Cardholder's name is included in the Saudi Credit Bureau (SIMAH) delinquent list.
- 16.9. These terms and conditions are made bilingual; Arabic and English. However, if there is any contradiction between the Arabic and English text, the Arabic text shall prevail.

17. Termination

- 17.1. The Cardholder may at any time notify the Bank of his intention to close the Card Account and terminate the use of all Cards by giving notice in writing and returning all Cards cut into half to the Bank. The Card Account shall be closed only after the receipt of full payment of all Service Charges, Interest Charges and liabilities of the Card Account, including but not limited to transactions authorized but not yet billed to the Card Account.
- 17.2. The Bank may at any time recall all or any of the Card(s) and terminate or stop its/their use with prior notice to the Cardholder. The Cardholder shall immediately after such recall, make full payment of all Service Charges, Interest Charges and liabilities to the Bank.
- 17.3. The use of the Card shall be terminated by the Bank without notice upon the death, bankruptcy or insolvency of the Cardholder or when the whereabouts of the Cardholder become unknown to the Bank due to any cause not attributed to the Bank.

18. Indemnity

- 18.1. The Cardholder 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 these terms and conditions or any breach thereof or the enforcement of the Bank's rights as herein provided. All costs and expenses in such regard may be debited to the Card Account and shall be paid by the Cardholder.
- 18.2. The Cardholder undertakes to pay to the Bank the amount of any loss or damage which the Bank, its directors, officers or employees may suffer by reason of those terms and conditions or by breach of them by the Cardholder or arising in any way in connection with the Card Account. The Bank may debit all such amounts to the Cardholder's Card Account.

19. The Credit Cards with no activities (including cards with excess credit balance) will be treated & labeled by the bank as per the following criteria:

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.

20. The Cardholder understands that non-compliance with these Terms and Conditions may result in:

- 20.1. Cancellation/suspension of the Card/Supplementary Cards without notice from Emirates NBD.
- 20.2. Negative impact on SIMAH record and the ability to obtain new credit facilities.
- 20.3. Legal recourse with escalation to appropriate Saudi judicial authorities in the event of non-payment of balance dues.
- 20.4. Increased financial burden due to Interest Charges, fees, and commissions in case of paying Minimum.
- 20.5. Financial losses due to Unauthorized Transactions due to failure to report Emirates NBD Credit Card terms and conditions loss/theft of the Card promptly to Emirates NBD.

Declaration

The cardholder declares that all information contained in this application is correct and Emirates NBD has the right to verify and exchange information with other banks. I understand that the use of my card for purchases and cash withdrawals will be credited to my card account and I acknowledge that I shall pay all such amounts, Financial Charges, Service Charges, and commitments. The Bank reserves the right not to accept this application, without giving reasons and retains all the documents I have submitted, even if my application is not accepted. I state my commitment to all the terms and conditions behind this application and agree to provide Emirates NBD with any information that it requires for the establishing and/or auditing and/or administering my Card Accounts and facilities therewith and I authorize the Bank to obtain and collect any information as it deems necessary or in need for regarding me, my Card Accounts and facilities therewith, from the Saudi Credit Bureau (SIMAH). The General Organization for Social Insurance (GOSI), and Elm and to disclose and share (inclusive of Data Pooling) that information to the said companies or to any other third party as appropriate, in accordance with the Membership Agreement and Code of Conduct approved or to any other agency approved by Saudi Central Bank (SAMA).

- The cardholder certifies that he/she is the sole owner and user of the Credit Card, and take all necessary measures and precautions to keep the Card from loss, misuse or theft, and I commit not to give the Card to other individuals
- The Cardholder confirms that he/she is personally committed to updating the personal data required by the Bank for any period (as specified by the Bank) not exceeding five years. If the cardholder does not update his/her data, the Bank has the right to freeze the Cardholder's Account / Credit Card and/or any Credit facilities related to it
- The Cardholder acknowledges that he/she has full legal capacity to enter into this agreement and that all information received is correct and that the Cardholder understands, accepts, and commits to the terms and conditions of this agreement
- The Cardholder acknowledges full responsibility before the Bank, regulations, and authorities for all funds deposited personally or by others in the Account with or without the Cardholder's knowledge in case the Cardholder has not officially notified the Bank.
- The Cardholder also acknowledges that the sources of his/her funds are a result of legitimate activities and that they are free from any illegally originated funds such as and not limited to forgery or counterfeiting, and that if the bank receives any counterfeit notes, these will not be refunded or compensated by the bank
- The Cardholder agrees to pay an amount equal to the value of any VAT implemented in the Kingdom of Saudi Arabia