

# Credit Cards Terms and Conditions - Branch of Emirates NBD KSA



Subject to the approval Branch of the Emirates NBD Kingdom of Saudi Arabia (hereinafter referred to as the "Bank") to issue and provide the Credit Card (to the "Cardholder" as defined below) under an application submitted by the Cardholder; the Cardholder hereby agrees to these Terms and Conditions as well as any terms and conditions - if any - set out in the filled-out Credit Card application form and/or the approval letter and any other relevant document (hereinafter collectively referred to as "Terms and Conditions" or "Credit Card Agreement"). The Cardholder hereby agrees and acknowledges that he has viewed and agreed to these Terms and Conditions as well as the Bank's General Terms and Conditions; related to accounts and banking services; and all such Terms and Conditions will be read in conjunction with each other where applicable.

Branch of Emirates NBD Kingdom of Saudi Arabia "Bank" offers the Credit Card product "Card", in accordance with the following terms and conditions:

## 1. Definitions:

In these Terms and Conditions, the following terms will have the meanings specified before each of them, unless the context requires otherwise:

**Credit Card Agreement:** It is a credit card agreement between the Bank and the Cardholder.

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**Bank:** Branch of Emirates NBD Kingdom of Saudi Arabia and its successors and legal assignees.

**Customer/Credit Cardholder:** He is the person who applies for a Credit Card from the Bank, and is committed to pay all the liabilities resulting from the Card's issuance, and is considered the Primary Cardholder. The Card is issued in the Cardholder's name and/or in the name of any person authorized by the Cardholder at his request, and the Cardholder can be a natural person or a legal entity.

**Primary Cardholder:** The person who applies for the Card from the Bank and opens the Card Account in his name. He is responsible for all the Cards issued in the account, including, for example, supplementary Cards.

**Supplementary Cardholder:** Any person to whom the Bank issues a supplementary Card at the Primary Cardholder's request.

**Card /Credit Card Account:** It is an account separate from the Cardholder's other accounts held with the Bank, where the account will be charged with the details of the transactions made by the Card and the other entries related to the Card's fees and/or amounts.

**Account Statement:** A statement sent by the Bank to the Primary Cardholder stating the details of the outstanding balance, the due amounts arising from the Card transactions charged to the Card Account, and all the amounts due by the Primary and Supplementary Cardholder, if any, in favor of the Bank.

**Credit Limit:** The maximum ceiling of the amount provided by the Bank for the Cardholder to obtain goods, services or cash withdrawals, in accordance with these Terms and Conditions and the terms of the Credit Card Agreement.

**Card Transaction(s):** Any transaction performed using the Card such as: cash withdrawal, POS purchases, online purchases (Card-Present and Card-Not-Present (CNP) Transactions), and payment of fees, such as bank fees/service fees.

**Cash Withdrawal/Cash Advance:** A cash withdrawal transaction is performed by the Cardholder using the Credit Card, and the Cardholder will be considered to have received the Cash Advance in the following cases:

- > Withdrawing cash from an ATM.
- > Withdrawing cash from any other source.
- > Performing a remittance transaction.
- > Any other form of cash withdrawal as determined by the Card Issuer.

**Verified/Guaranteed Means of Communication:** Registered mail, manual delivery, shipping, SMS, or any other registered electronic means that can be verified, proven and retrieved.

**Due Date:** The date on which all the due amounts from the Cardholder are payable.

**Annual Percentage Rate (APR):** The total cost of credit extended to the Cardholder under a Credit Agreement, and it reflected by the annual commission rate divided by the basic amount or the total extended credit (representing the total amount owed by the Cardholder).

**Co-Branded Credit Card:** It is the result of a mutual partnership between the Bank (Credit Card issuer) and the partner, resulting in a Credit Card that provides brand benefits to the Cardholder.

**Optional Benefits:** Benefits and services that are not part of the Credit Card's basic benefits or services, and require the Cardholder to pay additional fees and/or commission to obtain them..

## 2. Card Issuance:

- 2.1 To apply for the issuance of the Card, the applicant must be eighteen years old according to the Hijri calendar, while taking into account the provisions of the supplementary cards below.
- 2.2 The Card issuance application is based on an assessment of the applicant's financial capacity in meeting the full requirements of the Card Agreement; in line with the Bank's credit policy and risk management strategy.
- 2.3 The Bank is entitled to reject the application for issuing a new, replacement or supplementary Card, and if the Card's issuance is rejected for a new or previous applicant, the Bank must state the reasons for the rejection using a Verified Means of Communication within one week from the date of issuing the rejection decision.

- 2.4 The Card will remain the private property of the Bank at all times, and the Cardholder undertakes to return it to the Bank immediately at the Bank's request.
- 2.5 The Bank is entitled to change the Card's designs and schemes at any time without prior notice to the Cardholder.
- 2.6 The Cardholder must read, understand and agree to the terms and conditions of the benefits offered by the financial payment companies; Benefits can be viewed through the Bank's website.

## 3. Card Validity and Renewal Period:

The Card's validity period is (five calendar years) and the Bank indicates the Card's expiry date by printing it on the Card at the time of its issuance. The Card will be automatically renewed after its expiry for a maximum period of (five calendar years) starting from the Card's expiry date, unless the Bank decides – at its sole discretion – not to renew it for any reason it deems appropriate, or the Cardholder does not notify the Bank via one of the Verified Means of Communication that he does not wish to renew the Card at least (30) days before the Card's expiry date.

## 4. Card's Usage:

- 4.1 After issuing the Card, the Bank delivers it to the Cardholder, and the Cardholder may collect it from one of the Bank's branches or request it to be sent to the national address indicated in his application. The Cardholder will be responsible for verifying the correctness of the address data set out in the Card issuance application, and will be solely responsible for the inaccuracy of such data.
- 4.2 The Cardholder must not allow any other person to use it, and must maintain the Card and not disclose its password, and he will solely bear any responsibilities arising from its disclosure.
- 4.3 The Cardholder must activate the Card upon receiving it, which will be done by the Verified Means of Communication approved and determined by the Bank from time to time. The Bank is entitled – at its sole discretion – to contact the Cardholder on the numbers registered at the Bank and provided by the Cardholder; in order to enable the Cardholder to activate his Card. The Cardholder's call to the Bank or the Bank's call to the Cardholder to activate the Card will be deemed as proof of its receipt, and constitute as binding and conclusive evidence of the Cardholder's receipt and possession of the Card and his acceptance of these Terms and Conditions, and the product's terms and conditions on the Bank's website.
- 4.4 The Cardholder is the only one permitted to use the Card, and such use is subject to these Terms and Conditions, and any other conditions and documents concerned with these Terms.
- 4.5 The Cardholder agrees to calculate all the transactions in Saudi Riyals and any transaction amount in a currency other than Saudi Riyal will be converted into Saudi Riyals at the exchange rate determined by the Bank; and that is on the date when the relevant transaction amount is debited from the Card Account. Currency conversion fees may be imposed on this transaction (in addition to the transactions made in Saudi Riyals from outside the Kingdom) As shown in the Fees and Charges Table and the Initial Disclosure..
- 4.6 The Cardholder undertakes not to use the Card for any illegal purposes, including the purchase of goods or services prohibited by the Saudi laws. **If the Cardholder violates any of these matters, the Bank will be entitled to cancel the Card and any other supplementary Cards; and the Cardholder pays the due amounts directly.**
- 4.7 The Cardholder assumes all the liabilities arising from his online purchase transactions, and if the website requests a security code to withdraw the transaction amount from the Card, a One-Time Password (OTP) will be sent to the mobile number registered in the Card Account.
- 4.8 The Bank will not be responsible under any circumstances for the vendor's refusal of the Credit Card in purchasing goods and services provided by the vendors or service providers. Any complaint or claim against the vendor or service provider will not exempt the Cardholder from any liability to the Bank under this Agreement.
- 4.9 The Bank will not bear any responsibility or obligation towards the Cardholder if the specifications of the goods or purchases are different from what has been contracted between the Cardholder and the vendor.

## 5. Card Credit Limit:

- 5.1 The Bank determines the Credit Limit based on its credit criteria, and subject to the instructions issued by the Saudi Central Bank in this regard. The Cardholder must strictly abide by that limit, and the Cardholder is entitled to submit an application to review the Credit Limit at any time.
- 5.2 The Bank is entitled to reduce the Credit Limit at any time without reverting to the Cardholder; provided that the Cardholder shall be notified accordingly. As for increasing the Credit Limit, the Bank will not increase the Credit Card Limit until receiving a documented request from the Primary Cardholder, in accordance with the controls and instructions issued by the Central Bank in this regard. The Primary Cardholder's prior approval will be documented in his credit portfolio.
- 5.3 The Bank is entitled to approve the Cardholder's transactions with his Credit Card, which result in exceeding the Cardholder's Credit Limit, and the Bank's approval of the transactions exceeding the Credit Limit will be considered as a temporary approval and will not prejudice the Bank's rights arising under this Agreement. The Bank's temporary approval must not be interpreted in any way as granting a new Credit Limit or a permanent increase in the Cardholder's Credit Limit. In this case, the Cardholder will be committed to pay the amount exceeding the Credit Limit; along with the minimum due amount charged to his Credit Card Account, and that is on the monthly payment due date.

## 6. Supplementary Cards and Replacement Cards:

- 6.1 The Bank may issue a supplementary Card under the Primary Cardholder's account for a specific individual (Supplementary Cardholder), and that is under an application submitted by the Primary Cardholder. If the Bank rejects the issuance of the supplementary Card, it must state the reasons for the rejection using a Verified Means of Communication within one week from issuing the rejection decision.
- 6.2 In all cases, the Primary Cardholder will be responsible for the financial charges, the service fees, and the expenses and costs incurred by the Supplementary Cardholder when using his Card, and will be responsible for all the transactions; as such transactions will be charged to the Primary Cardholder's account. The supplementary Cards' usage will be subject to the Terms and Conditions provided to the Primary Cardholder, and they will not be treated as standalone Cards for the account's purposes. The Bank will collect an issuance fee for each supplementary card, and the supplementary Card's Credit Limit will be within the primary Card's Credit Limit.
- 6.3 The supplementary Card is considered auxiliary to the primary Card in terms of cancellation, renewal, suspension, and other matters. The cancellation, renewal or suspension of the supplementary Card will not have any impact on the primary Card.
- 6.4 The Bank may issue a replacement Card to the Cardholder with a new validity period in the following cases:
- If the Card is reported missing, stolen or damaged.
  - The Card is suspended due to suspected fraud or a suspicious transaction.
  - If the Card's original validity period has expired and the replacement Card is of the same type as the re-issued Credit Card.
  - Any other technical reasons, including technical updates and system upgrades.
  - If the account is not defaulting.
  - If the Co-Branded card, the co-op card or the card allocated to a specific vendor is terminated, and a replacement Card is issued in accordance with the original Card Agreement between the Bank and the Cardholder.
  - If new or updated requirements or controls are issued by Saudi Central Bank.
- 6.5 The Cardholder is entitled to accept or reject the replacement Card within (14) calendar days of his notification, and is considered to have agreed to the issuance of the replacement Card if he does not object to it within the mentioned period, or if he activates the replacement Card.
- 6.6 The replacement Card is treated the same as the re-issued credit Card, including the Card type, the usage terms and conditions, and the brand type.
- 6.7 Any fees and charges on the original Card will fully apply to the replacement Card, unless the replacement Card is issued at the Cardholder's request; in order to upgrade his Card to a higher tier with additional benefits, special terms and conditions, and a price and fees specific to this higher tier.

## 7. Inactive, Unclaimed, and Abandoned Credit Cards:

- 7.1 The Cardholder understands and approves the treatment method of excess balance in Credit Card Account that is dormant and its lapse period and categories as follows:
- The Card Account will be considered active if a period of no more than (24) months has elapsed since the last financial transaction, made by the Cardholder or his authorized deputy through any approved banking channel.
  - The Card Account will be considered inactive if a period of more than (24) months has elapsed since the last debit transaction, made by the Cardholder or his authorized deputy through any approved banking channel.
  - The Card Account will be considered unclaimed if a period of more than (60) months – including the inactive period – has elapsed since the last financial transaction, made by the Cardholder or his authorized deputy through any approved banking channel; and the Bank was unable to reach the Cardholder and used all the means to contact him.
  - The Card Account will be considered abandoned if a period of more than (180) months – including the previous phases – has elapsed since the last financial transaction, made by the Cardholder or his authorized deputy through any approved banking channel.

## 8. Cash Withdrawal:

- 8.1 The Cardholder is entitled to use the Card to conduct Cash Withdrawal transactions, and that is by using the Card at any ATM belonging to the Bank's branch or any other bank or financial institution through whoever provides such Cash Withdrawal. This is done within the range of the maximum Cash Withdrawal limit within the Credit Card Limit, which is currently set at (30%) of the Credit Card Limit.
- 8.2 The Cardholder agrees that the Cash Withdrawal fees are applied to each cash withdrawal transaction and/or to the amount of each cash Withdrawal transaction as shown in the Fees and Charges Table in the initial disclosure.
- 8.3 When the Cardholder uses his card at ATMs, the following additional terms and conditions will apply:
- The Cardholder will assume full responsibility for all transactions made using the Card at any ATM that accepts such Card. Therefore, the Bank will charge the Card Account with any withdrawal or transfer amounts made using the Card, whether it was used with or without the Cardholder's knowledge (unless the Cardholder notifies the Bank that the card has been stolen or lost).
  - The Bank will not be held liable for any loss or damage arising directly or indirectly from any deficiency or malfunction in the Card or ATM; due to a mistake committed by the Cardholder or third parties, the temporary insufficient balance in such machines, or any other cause beyond the Bank's control, unless it is due to the Bank's negligence or misuse.

## 9. Cheque Request Service:

- 9.1 Cheque Request Service is a service that allows the Cardholder to benefit from a certified cheque deducted from the Cardholder's available Credit Limit. The cheque can be addressed to the Cardholder, another individual or a vendor.
- 9.2 The amount of a certified cheque addressed to a vendor is deducted from the Credit Card's available Credit Limit; however, in regards to the cheques addressed to another cardholder or individuals, the amount is limited to the maximum Cash Advance limit allowed in accordance with the regulatory requirements.
- 9.3 The Bank retains the right to reject the Cheque Request Service or limit the amount that can be availed, and the Bank may amend or cancel the service at its discretion.

## 10. Card Account:

- 10.1 The Bank maintains an account in the Cardholder's name pertaining to the Card, i.e. "Card Account", which charges the value of the goods purchases, the services, the Cash Advances, in addition to all the fees and expenses arising from the Card's use (Card Transactions), and any other liabilities of the Cardholder arising under these Terms and Conditions, and any losses incurred by the Bank due to the use of the Card or Card Number.
- 10.2 The value of all the Card transactions will be charged to the Card Account in the account's currency as notified by the Bank, as for Credit Card transactions in foreign currency, it will be converted to Saudi Riyals using the daily conversion rate. It will also be subject to international transactions fees as shown in the Fees and Charges Table and the initial disclosure.
- 10.3 The Bank issues a monthly account statement and sends it to the Cardholder using any Verified Means of Communication at least three weeks prior to the due date. The Cardholder will be notified by a SMS sent to the number registered at the Bank containing a summary of the Account Statement.
- 10.4 The Bank is entitled not to send paper statements if the Cardholder agrees to receive them electronically;
- 10.5 The Cardholder is responsible for examining and reviewing the Account Statement, and immediately notifies the Bank of any objection within (30) calendar days from the Account Statement issuance date. If the Cardholder does not file any objection to the Bank within this period, the account statement will be considered final and conclusive for all the amounts due by the Cardholder pertaining to the Card and the Card Account.

## 11. Disputed Transactions:

- 11.1 If the Cardholder wishes to dispute a transaction (Account Statement Error / Dispute) as stated in the Card's Account Statement, he will notify the Bank in writing and the notice must meet the following criteria:
- The Bank must receive the notice within a period not exceeding (30) calendar days from the Bank's issuance of the relevant Account Statement.
  - The notice must enable the Bank to determine the Cardholder's name and account number, and provide a statement – as best as possible – explaining the reason behind the Cardholder's belief that there was an error in the Account Statement, the nature of such error, and the transaction details, including the date and amount pertaining to the error.
  - The Bank assumes no responsibility for the disputed transactions, if the Cardholder proves the presence of fraud and refuses to provide the relevant documents.
  - The Bank will be responsible for the transactions that occur after the Cardholder informs the Bank via telephone banking of the Card's loss or theft.
- 11.2 "Account Statement Error/Dispute" represents any transaction charged to a Credit Card Account resulting in an error in the general balance, and the Account Statement Errors include the following:
- An unauthorized usage transaction that is not executed by the Cardholder or the authorized person.
  - A transaction for which the Cardholder is requested to provide additional clarification and includes authenticated documents.
  - The Bank's failure to add a credit transaction amount or another amount deposited in the Cardholder's account.
  - A miscalculation made by the Bank, whereby the fees are less or higher than what is due, including the imposition of fees or penalty charges inconsistent with the Terms and the Agreement.
  - The Bank's failure to send a monthly account statement to the Cardholder using any Verified Means of Communication.
  - Any other errors associated with the Cardholder's transactions.
- 11.3 The Cardholder must exercise caution to prevent Card loss or theft. He must also ensure that the Personal Identification Number (PIN) cannot be discovered by anyone (including but not limited to family members, relatives and/or employees), and he must not disclose it to any person.
- 11.4 If the Card is lost or stolen or the PIN is disclosed to any person, the Cardholder must immediately report the said loss, theft, or disclosure to the Bank while stating the details, and that is by calling the telephone numbers designated by the Bank. The Cardholder must also state the Card numbers details, along with filing a report at the police in the country where the loss, theft or disclosure occurred.
- 11.5 After the Bank receives the report on the Card's loss or theft, the Bank will suspend the reported Card, and the Cardholder will not assume any further responsibility after the report's submission; provided that the Cardholder has reported in good faith and has exerted all the necessary care and effort to maintain the Card, unless it is proven to the Bank that the Cardholder's action was done in bad faith. If the Card is found, the Cardholder must report the matter to the Bank and the police, and immediately hand over the found Card to any of the Bank's branches in the Kingdom of Saudi Arabia for destruction. The Cardholder must not attempt to use the Card.
- 11.6 If the Card is used in an irregular manner, the Cardholder's liability will be determined as follows:
- If the Card is stolen or lost, the Cardholder's liability does not exceed the amounts of transactions made before reporting the theft or loss to the Bank, and the amount must not exceed the Credit Card Limit or the total amount of irregular transactions recorded in the Card Account, whichever is less.
  - The Cardholder will not assume any responsibility for such transactions after reporting the Card's loss or theft to the Bank; provided that the following conditions are met:
    - The Cardholder reports the Card's loss or theft – without any delay – to the Bank by phone.
    - The Bank does not receive the loss or theft report as a result of its negligence or delay.
    - The Cardholder takes precautionary measures to maintain the Card and protect it from the risks of theft or irregular use.
  - If the dispute concerns a suspected fraud or an actual fraud (such as a counterfeit card, data replication, and others), the Bank will cancel the transaction and deposit it into the Card Account.

- 11.7 When the Cardholder reports irregular transactions, the Bank will conduct the necessary investigation; in order to specify the responsibilities and liabilities. The Cardholder must provide all the required information and documents to assist in the investigations.
- 11.8 The Bank may at its discretion, approve the issuance of a replacement Card for any lost or stolen Card, which will be issued under the same Terms and Conditions as the original Card or as amended from time to time. The Bank retains the right to charge a replacement fee / administrative fee to the Cardholder's account and inform the Cardholder accordingly.
- 11.9 If it is proven later on that the Cardholder's disputed transaction originated from the Cardholder, the Bank retains the right to impose financial charges on the Card Account and charge the Cardholder with the original amount plus the financial charges incurred from the transaction date.

## 12. Card Transaction Payment:

- 12.1 All the Cardholder's liabilities arising from the Card's issuance or use will be due on the date when the Bank sends the Account Statement; as the Cardholder will be committed to pay the full balance amount or the minimum monthly amount to be paid to the Bank from his due debit balance amount, amounting to (5%) of the due amount within (23) calendar days from the Account Statement issuance date. Payments made up to midnight on the due date will be treated as being paid without delay by the Cardholder. **The Bank is entitled to impose a late payment fee after granting the Cardholder a grace period of (23) calendar days to pay the due amounts.**
- 12.2 The Cardholder agrees that the Bank is entitled to deduct all the amounts related to the Card Transactions, the service fees, the financial charges, the Cash Withdrawal fees, the late payment fees and/or any other amounts arising therefrom, and they will be payable under these Terms and Conditions from the Cardholder's Account or any other accounts as set out in Paragraph (12.12) below.
- 12.3 The Client may select one of the available payment channels to pay the monthly due amount, which includes but is not limited to SADAD, cash deposit, and online banking. The Cardholder will be responsible for any fees imposed by the transferring bank on the Cardholder when making these payments to the Bank. Any payments received by the Bank will not be considered until the returns paid by the transferring bank have been settled.
- 12.4 To avoid additional financial charges, the total due payments must be paid, and settling the amounts received by the Bank on or before the payments due date indicated in the Account Statement. If the Cardholder chooses not to pay the total due payment in full, the Cardholder must pay the agreed payment percentage or the amount specified as the minimum due payment in the Account Statement, which will be done on or before the payment due date specified by the Bank. In all cases, the Cardholder must ensure that the Bank has received the payment made by cheque at least (4) full business days (excluding Fridays and Saturdays) before the payment due date; in order to ensure that the Bank receives the due amounts on or before the payment due date; as no amount will be credited to the Card Account until the settled amounts are received.
- 12.5 The cardholder must pay the full amount due or a monthly payment in the card account, which is the minimum amount due shown in the Credit Card statement, which represents the lowest amount that can be accepted per month before or on the specified payment due date.**
- 12.6 If the Cardholder fails to pay the minimum due amount in full on the payment due date, and the same unpaid amount remains until the next statement date, the Bank will add the unpaid amount to the next statement, in addition to any other charges.
- 12.7 The current balance includes the value of the unpaid installment plans payable by the Cardholder, which is the total existing balance payable by the Cardholder.
- 12.8 If the minimum amount due was not paid on the payment due date for 3 months consecutively, the Bank will freeze the Card Account and treat it as a defaulted account and the Bank will contact the Cardholder to offer the required credit advise.**
- 12.9 The Cardholder may pay the due amounts in whole or in part before the payment deadline, and if there are amounts exceeding the due amounts, they will be added to the available balance, and the Cardholder will not be entitled to claim any profits from the Bank for such amounts.
- 12.10 The Bank will update the Cardholder's credit history to reflect the Cardholder's position pertaining to his default with the Saudi Credit Bureau (SIMAH), which is circulated among all the banks operating in the Kingdom of Saudi Arabia, without having the Bank assume any responsibility; **and that is if the Cardholder does not pay the Card's due amounts within a period of (90) calendar days from the due date.**
- 12.11 The Bank will update the Cardholder's credit history when paying the defaulted amounts in accordance with the Bank's policy; noting that updating the data does not mean in any way amending the Cardholder's credit history, but rather updating the Cardholder's credit history and reporting the payment transaction to the Bank and the Saudi Credit Bureau (SIMAH).
- 12.12 The Cardholder acknowledges his acceptance to authorize the Bank; in order to deduct - without any prior notice - any due amounts on the Cardholder from any existing amounts held in any of the Cardholder's accounts at the Bank. The Bank will be entitled to use and maintain any of the Cardholder's guarantees, including assets, valuable items or sums of money deposited at the Bank; in order to pay the Cardholder's indebtedness, without the need for prior notice to the Cardholder. Furthermore, the Bank will be entitled to deduct any balance in any current or savings account, or term deposit, or any other amounts held by the Bank, in line with the collection controls and procedures for the individual customer.

## 13. Credit Card Instalment Plan:

- 13.1 The Credit Card Instalment Plan enables the Cardholder to use the available Credit Limit to purchase goods and services using his Credit Card and pay the amount of purchases in equal monthly installments, in accordance with the Plan's detailed clauses and conditions available on the Bank's website.
- 13.2 The plan's conditions involve the goods and services provided by the concerned vendors, the duration and conditions for each vendor, commodity or service; as the eligibility criteria are determined by the Bank from time to time, while notifying the Cardholder accordingly.

- 13.3 The Bank retains the right to approve the Credit Card Instalment Plan transaction; provided that the transaction amount does not exceed the Credit Limit available to the Cardholder, and that the Credit Card meets the rules and regulations imposed by the Bank at the time of the transaction. The Bank is entitled to reject any transaction made by the Cardholder for the installment plan without providing any reasons.
- 13.4 Monthly installment amounts are billed to the Credit Cardholder starting from the Account Statement date that immediately follows the purchase date and every month thereafter, until the amounts are paid with the total plan price.
- 13.5 When the Cardholder makes purchases pursuant to the plan, the minimum due amount on the Account Statement will be the total of the monthly plan installments in addition to the pending transactions, multiplied by the required payment percentage determined by the Bank and notified to the Credit Cardholder, that in addition to any additional amounts exceeding the Credit Limit and all the overdue amounts (if any).
- 13.6 If the Credit Cardholder pays less than the minimum due amount on the due date specified in the monthly account statement, the financial charges and costs will apply under the current Credit Card Terms and Conditions.**
- 13.7 If the Cardholder fails to pay any of the plan's installments, any outstanding plan transactions will be converted into a renewable transaction based on the calculation of the financial charges.**
- 13.8 The Credit Cardholder will be given the option to pay the total plan installments in a single upfront payment. There will be a cancellation fee (as shown in the Fees and Charges Table) for processing such requests. The Cardholder must contact the Bank if he wishes to settle any installment plan early.
- 13.9 If the Card is closed at a time when the transaction is still under the Credit Card Instalment Plan, the plan will be suspended and the Plan's bill will be provided immediately to the Credit Cardholder with the due amount. The entire outstanding amount will become immediately due and payable and the Bank will be entitled to demand its immediate payment at its discretion.**
- 13.10 The Bank will be entitled at any time to suspend or cancel the plan, change the interests or benefits, or add or cancel any of these Terms and Conditions, while notifying the Cardholder 30 calendar days prior through a verified mean of communication.
- 13.11 The Cardholder will be notified of the installment plan percentages and fees when transferring the balance to an instalment plan based on the Cardholder's instructions. The Cardholder can request an installment plan through various channels, including but not limited to, Internet Banking, Telephone Banking, and the Bank's phone call to the Client.

## 14. Rewards Program:

- 14.1 The following conditions apply to the Bank's Credit Cards, and are read in conjunction with the Product's Terms and Conditions on the Bank's website.
- 14.2 The Bank may include the eligible transactions made using the supplementary Card in calculating the rewards. In this case, all the supplementary Cards' eligible transactions will be combined with the eligible transactions made by the Primary Cardholder for the Rewards Program. Total rewards will be awarded to the Primary Cardholder's account.
- 14.3 The entitled rewards points will be calculated for each eligible transaction as specified by the Bank in the Product's Terms and Conditions (available on the Bank's website) and will be credited to the Cardholder's Card Account upon request, when received through the Bank's approved channels.
- 14.4 Any decisions on whether the spendings on purchases is eligible for the reward purposes, and/or the method used for the spending's classification for each Reward Program, will be determined by the Bank, and the results will be notified to the Cardholder.
- 14.5 Reward points will only be calculated for the eligible transactions in the Cardholder's Account Statement. The Bank will not be held liable for any delay regarding the arrival date of transactions because of delays from the concerned vendors.
- 14.6 Any Cardholder rewards may be cancelled/forfeited, if the Card: i) is closed; ii) is not in good standing /defaulting; iii) is expired and has not been renewed; iv) violates the Card Agreement; V) any other event, at the Bank's sole discretion. The reward and/or any similar benefits must be cancelled (as applicable).**
- 14.7 Fair Use Policy: Misuse of the Credit Cards to perform fraudulent transactions through commercial outlets POS or other means will be interpreted as a violation of Fair Use Policy, in which case the Cardholder may not be eligible for the rewards.
- 14.8 The Bank is entitled – at its sole discretion – to exclude the Cardholder from the Rewards Program, if he violates any of these Terms and Conditions, the Product's Terms and Conditions and/or the Fair Use Policy, in which case the Bank may, at its discretion, cancel all the rewards received by the Cardholder.**
- 14.9 Unless otherwise specified, all the transactions charged to the Card will be entitled to rewards, excluding the following exceptions:
- The Card's annual fees charged by the Bank.
  - Cash withdrawal.
  - The Card's financial dues charged by the Bank.
  - Late payment fees.
  - Traveler's cheques, balance transfer, payment of loans /Bank charges /or other unauthorized fees.
  - Purchase of foreign currency.
  - Contributions, installments or other payments pertaining to the Credit Shield or any other insurance programs or products that the Bank may choose to provide.
  - Payment of the SADAD service payments through the Bank either online and/or using any other payment channel provided by the Bank; and the transactions that the Bank deems to be disputed, false, unauthorized, illegal and/or fraudulent.
  - In case of topping up the digital wallets or transferring part of the Credit Limit to the digital wallet
  - Government payments, public services bills, gas station transactions, semi-cash transactions, and any of the commercial categories specified by the Bank.
  - Balance Transfer.

14.10 The Bank is entitled to add commercial categories (as stipulated in the regulations, such as Visa/Mastercard/American Express/Diners Club, Discover) to stop granting points. The Bank's decision to grant or not grant points is considered binding and final.

14.11 The Bank is entitled to terminate the points' validity.

14.12 The eligible Primary Cardholder will be entitled to refund the rewards granted to the primary Card.

**14.13 The Bank is entitled to refund the rewards' value, in case of misuse or violation of the Terms and Conditions, and the Cardholder will be notified accordingly.**

14.14 The Bank retains the right to limit the awarding of reward points to the eligible payment categories, and that is based on the Cardholder's Credit Limit.

#### 15. Credit Shield (Optional):

15.1 Credit Shield Insurance is an optional service with specific fees (after obtaining the Cardholder's approval) that covers all the participants in the Bank's Credit Shield programs. The amount covered by the insurance is the full balance entitled to the participants. The cases that include the insurance are death (God forbid) and total disability; whereas the minimum age allowed to join the Program is 18 years old, with a maximum of 69 years old.

15.2 The Credit Shield's benefits will expire in case of death at the age of 75 years old and total disability at the age of 70 years old.

15.3 The Bank is entitled to suspend the Credit Shield, if the Cardholder fails to pay the minimum due amounts for two consecutive times.

#### 16. Balance Transfer:

16.1 The Balance Transfer Service allows the Cardholder to transfer all or part of the due balance under the credit cards issued by other banks in the Kingdom of Saudi Arabia to the Bank's Credit Card.

16.2 The Bank may, at its sole discretion, offer the Balance Transfer Service to Cardholders, taking into account the terms and conditions specified by the Bank from time to time. The costs, service fees, payment terms and other fees applicable to the Balance Transfer Service will be specified by the Bank and may change from time to time, while notifying the Cardholder accordingly.

16.3 The Bank retains the right to reject the balance transfer request or limit the amount that can be transferred.

16.4 The Cardholder must make payments to the account from which the balance is transferred until the balance transfer request is completed. The Bank will not assume any responsibility for any due fees or interests pertaining to the account from which the Cardholder transfers the balance.

16.5 The Cardholder will be notified of the balance transfer percentages and fees when transferring the balance to an instalment plan based on the Cardholder's instructions. The Cardholder can request balance transfer through various channels, including but not limited to, Internet Banking, Telephone Banking, and the Bank's phone call to the Customer.

#### 17. Fees and Financial Liabilities:

17.1 Card Fees: They are determined when the Cardholder submits a Card issuance application and/or through the Verified Means of Communication approved by the Bank. The Cardholder authorizes the Bank to automatically charge the value of the below fees to the Card Account, without referring to the Cardholder.

A-Card issuance fee when activated.

B-Annual Card renewal fee (based on the Card type).

17.2 The Cardholder will bear the value of any expenses, charges, fees, liabilities or other financial charges resulting from the Card's use. The Cardholder authorizes the Bank to charge such amounts to the Card Account, without referring to the Cardholder.

17.3 The Cardholder agrees to pay the Bank non-refundable fees as specified by the Bank in the Fees and Charges Table and the initial disclosure. In the fee schedule below as well as in the initial disclosure.

17.4 Cash Withdrawal Fees: If the Cardholder performs a Cash Withdrawal/ transfer transaction using the approved banking channels, the Cardholder will incur fees as per the Fees and Charges table below and the Initial Disclosure for each Cash Withdrawal/ transfer transaction.

17.5 The Cardholder must keep sufficient balance in his current account, if any; in order to pay amounts that are due or may become due.

17.6 Cost Charges/Legal Fees: The Cardholder is committed to pay the Bank all the charges and fees for all actions that have been taken; in addition to the legal fees incurred by the Bank upon claiming, collecting or litigating the collection of the amounts that were not paid by the Cardholder and/or regarding the violation of any of the Terms and Conditions.

#### 18. Exchange Restrictions and Taxes:

The Cardholder undertakes to comply with the exchange restrictions and taxes that may be imposed from using the Card, and the Cardholder will assume responsibility thereof. As a result of these restrictions and laws, the Bank is also authorized to charge all the compensations, claims and expenses that it incurred to the Cardholder's account, along with charging all the taxes, fees, and expenses and all the amounts imposed by the regulations for any transaction.

#### 19. Violation of Liabilities:

**19.1 The Cardholder acknowledges that non-compliance with these Terms and Conditions may result in the following:**

A. Cancellation/suspension of the Card/supplementary Card without notice from the Bank.

B. Negative impact on the Cardholder's record with SIMAH and the Cardholder's capacity in obtaining new credit facilities.

C. Legal recourse with escalation to the competent judicial authorities.

D. Raising the financial burden due on the commissions, the fees and the expenses, if only the minimum due amount is paid each month.

#### 20. Termination:

20.1 The Cardholder is entitled to cancel the Card within (10) days of its receipt - without being required to pay any fee or commission from the Bank during this period - unless the Cardholder activates the Card.

20.2 The Cardholder may request the cancellation of the primary Card or any

supplementary Cards issued in its stead, using any of the Verified Means of Communication approved by the Bank. The Cardholder will pay the due balance on the primary Card and/or the supplementary Cards, while paying all the liabilities arising on the Account within (30) calendar days from the cancellation date. The Card Account will only be closed after the Bank receives all the Cards cut in half, and after full payment of all the liabilities, expenses and financial charges.

20.3 The Cardholder is entitled to terminate the Agreement if he does not agree to the amendments or changes, and that is by notifying the Bank of his intention to terminate the Agreement within (14) calendar days from receiving the change notice via a Guaranteed Means of Communication, and provided the settlement of all the pending balances in the Card Account.

20.4 The Bank may, at any time, cancel the Card, request the return of all and any of the Cards, and terminate their use, with or without prior notice to the Cardholder. The Cardholder, upon receiving the Bank's request, will return the Card(s) to the Bank cut in half, and pay the Bank all the dues related to the expenses, liabilities and financial charges.

20.5 The Bank may cancel the Card if a period of (90) days has passed from date of its receipt by the Cardholder without being activated.

20.6 The Bank may cancel the Card in case of bankruptcy or insolvency of the cardholder. All the unpaid amounts will then become due and payable immediately, and the holder(s) of any supplementary Card(s) must immediately stop using such Cards and return them to the Bank. The Cardholder must pay any amounts that may be due under these Terms and Conditions.

20.7 If the Cardholder dies of natural causes or due to an accident, or suffers from an impairment or total disability during the Agreement term, the Cardholder (in case of total disability) and/or his heirs will inform the Bank within a maximum period of (10) days from the date of death or confirmation of such permanent total disability, while providing the Bank with the original records and documents related to such transactions, or true copies of the original, if necessary, as determined by the Bank. The Bank must close the Card Account in case of death within (30) days from the Bank's receipt of all the required documents.

**20.8 All the due amounts in the Card Account will become due and payable to the Bank upon the termination of this Agreement. The Cardholder agrees that the Bank will be entitled to withhold any amounts deposited in the current account / savings account / any other account held by the Cardholder at the Bank, or any deposits held at the Bank as a guarantee; in order to issue the Card and/or supplementary Card(s) for a maximum period of (45) days after the Card and any supplementary Card(s) are physically returned to the Bank set-off all the amounts due by the Cardholder to the Bank against any such amounts, without notifying the Cardholder.**

#### 21. Applicable Law:

The General Terms and Conditions and the consequent rights of the Cardholder and/or Bank will be construed and governed by the laws and regulations applicable in the Kingdom of Saudi Arabia, and the instructions issued by the Saudi Central Bank. Therefore, any claims, disputes or conflicts arising from the application of the General Terms and Conditions will be submitted to the competent judicial authorities in the Kingdom of Saudi Arabia.

#### 22. General Provisions:

22.1 Personal Information Update: The Cardholder is solely responsible for ensuring that the personal contact information in the Bank's records is correct and up-to-date. The Cardholder must immediately notify the Bank in writing of any change in the information provided to the Bank, which includes, for example, his profession and/or address, contact information... etc., and he must submit the documents proving this change. The Bank will use its available information for any communication with the Cardholder. The Cardholder will be solely responsible for the incorrectness of such information, or the failure or delay in updating it.

22.2 Amendment of Terms and Conditions: Pursuant to what is stipulated in paragraph (20.3) of these Terms and Conditions, the Bank is entitled to amend these Terms and Conditions and the Bank will notify the Cardholder of any change in the Terms and Conditions using Verified Means of Communication at least (30) calendar days before the execution of the amendment. Except for changes related to the below:

A. Extension of Grace Period

B. Decrease in Charges

C. Changes related to information on optional services related to Credit Card Terms and Conditions Latest Terms and Conditions will be available on the Bank's website

22.3 The Bank may act upon any instructions sent by the Cardholder to the Bank using the Interactive Voice Response (IVR) system. The Cardholder authorizes the Bank to record and keep any such instructions, and use them as evidence before the courts or in any other legal proceedings.

22.4 Transfer of Rights: The Bank has the absolute right to transfer - in whole or in part - all its rights and liabilities resulting from these Terms and Conditions and any amendments or updates thereof to whomever it wishes, without obtaining the Cardholder's consent or notifying him. The Cardholder will not be entitled to transfer his rights or liabilities under these Terms and Conditions and any amendments or updates thereof to any other authority, without obtaining the Bank's prior written consent.

22.5 Waiver: The Bank will be entitled at any time to waive its rights arising from/ under these Terms and Conditions to any other authority, without the need for the Cardholder's permission or notice thereof.

22.6 Litigation: The Bank is entitled to take all the legal actions; in order to fulfill its rights pertaining to these terms and conditions; and it is also entitled to resort to the competent judicial authorities for this purpose.

22.7 Co-Branded Credit Card: The terms and conditions of any dual-logo agreement, where the Bank is an actual or potential party therein, will prevail over the provisions of this agreement to the extent that is required; in order to eliminate any conflict between the two agreements. For this purpose, any violating text in any dual-logo card agreement will be considered an amendment to this agreement under Article (22.2) of the Bank's Terms and Conditions above.

- 22.8 Digital Wallets: The registration/addition of a Credit Card to e-payment wallets (for example but not limited to: Apple Pay, Mada Pay) of various types is considered an unconditional and irrevocable authorization by the Cardholder to the person using mobile phones and/or any accessories that accept payment for any transaction at any time. Therefore, the Cardholder is directly responsible for all the liabilities arising from these wallets; as if such liabilities have originated from the Cardholder himself. The Cardholder undertakes that in case of losing his mobile phone and/or any accessories to which he added the Card to its e-wallets, the Cardholder must immediately notify the Bank of his request to suspend the e-wallet transactions, and the Cardholder will be responsible for any transactions made by the e-payment wallets before the Bank's receipt of a written or telephone notification stating the loss or theft of the mobile phone and/or the accessories.
- 22.9 Agreement's Language: These Terms and Conditions will be initially made in Arabic, and if the Cardholder requests an English copy, he will be provided with it. If there is a discrepancy between the Arabic and English texts, the Arabic one will be relied upon.

#### Acknowledgments:

- The Cardholder acknowledges that all the information contained in this application is correct and that the Bank will be entitled to verify and exchange information with other banks. The Cardholder also understands that using the Card for purchases, Cash Withdrawals or any other transactions will be charged to the Card Account, and acknowledges that he will pay all such amounts, financial charges, service fees and liabilities resulting from his use of the Card(s). The Bank retains the right to reject this application; provided that such rejection will be justified as mentioned above.
- The Cardholder acknowledges his adherence to all the Terms and Conditions underlying this application, and agrees to provide the Bank with any information required for the establishment, audit and/or management of the Card Accounts and their relevant facilities. The Cardholder authorizes the Bank to obtain and collect any information he deems necessary or needed pertaining to his Card Accounts and their relevant facilities from the Saudi Credit Bureau (SIMAH), the General Organization for Social Insurance (GOSI), and the Elm Company, or any information from other

government agencies/licenses; in addition to disclosing and sharing (including data collection) such information to the aforementioned companies or any third party as the case may be, in accordance with the Agreement and the approved Code, or to any other agency approved by the Saudi Central Bank.

- The Cardholder acknowledges that the Bank's has the right to accept a Credit Card application through its digital platforms, including but not limited to: (email, website of the Bank or its partners, and/or digital solutions approved by a licensed third party). All application acknowledgments will be approved and accepted, if one applies for a Credit Card through any of the Bank's digital solutions.
- The Cardholder acknowledges and personally commits to update his personal data required by the Bank, and he also undertakes to bring his updated ID as soon as the current one expires. **Furthermore, the Cardholder acknowledges and understands that if he fails to update his data, the Bank will be entitled to freeze his account/ credit card and/or any of his credit facilities.**
- The Cardholder acknowledges that he has full legitimate capacity to enter into this Agreement, and that all the received information is correct; and he also understands all the Terms and Conditions of this Agreement.
- The Cardholder acknowledges that he is the sole owner and user of the Bank's Credit Card, and that he has taken all the necessary actions and precautions; in order to prevent the Card's loss, misuse or theft. He also undertakes not to give the Card to any other person.
- The Cardholder acknowledges his full responsibility before the Bank and the competent authorities for all the funds that have been deposited personally or by others in his account with or without his knowledge, in case he does not officially inform the Bank. He also acknowledges that the sources of his funds come from legitimate activities and are devoid of counterfeiting.
- Applying for a Credit Card through any platform designated by the Bank for this purpose (paper application, electronic application via a link, tablet, or any digital device) is considered an approval of the above Acknowledgment. The Cardholder agrees that some platforms do not require a manual signature from the Cardholder. The Credit Card's Terms and Conditions mentioned on the Bank's website, which the Cardholder agrees to abide by, will apply; and the Bank retains the information provided by the Cardholder in the Credit Card application.

Credit Card Fees & Charges	Mazeed*	Platinum*	Platinum Plus*	Infinite**
Annual Percentage Rate (APR)	40.29%	41.21%	38.48%	42.33%
Annual Fee (SAR)	200	300	Free	700
Monthly Interest Rate	2.75%	2.75%	2.75%	2.75%
Late Payment Fee (SAR)	100	100	100	100
Cash Advance Fee (SAR)	75	75	75	75
Card Replacement Fee (SAR)	50	50	50	50
Dispute Fee (SAR)	50	50	50	50
Credit Shield (optional)	0.49%	0.49%	0.49%	0.49%
International Transaction Rate	2.50%	2.50%	2.50%	2.50%
Installment cancellation Fee (SAR)	100	100	100	100

\* APR Calculated on Credit Limit amount SAR 30,000

\*\* APR Calculated on Credit Limit amount SAR 50,000

All Charges are subject to Value Added Tax 15% as determined by the government of the Kingdom of Saudi Arabia.

Cardholder Signature