



Abu Dhabi Commercial Bank PJSC Islamic Banking Covered Card Terms and Conditions

It is important that you read these Terms and Conditions (the "Terms and Conditions"). By signing, activating or using the Card (as defined below), you have agreed to be bound by these Terms and Conditions.

PART 1

COVERED CARD TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 'ATM' means an automated teller machine or any Card operated machine or device whether belonging to the Bank or other participating banks or financial institutions nominated from time to time by the Bank, which accepts the Card.
- 1.2 'Agency Agreement' means the agency agreement dated on or around the date of this Terms and Conditions, under which the Customer appoints the Bank to act as the agent of the Customer to sell commodities to a third party.
- 1.3 'Bank' or 'ADCB' means Abu Dhabi Commercial Bank PJSC – Islamic Banking Division, its related and associated companies and any successors and assignees of ADCB or its related and associated companies' successors and assignees.
- 1.4 'Card' means, a Visa Card issued by the Bank to the Cardholder and includes primary, supplementary, new, renewed or replacement Cards.
- 1.5 'Card Account' means the covered 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.
- 1.6 'Card Limit' means the maximum aggregate debit balance permitted by the Bank for the Card Account for a Card and notified to the Customer from time to time, whether from any Card Transaction, the Balance Transfer Facility, the Paycheck facility or otherwise, and which shall not, at any time, exceed the Cost Price.
- 1.7 'Card Transaction' means the amount charged by the Bank or any Merchant for purchase of goods, services, benefits or reservation (including without limitations any reservation made by the Cardholder for air, ship, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation, rental or hire, whether or not utilized by the Cardholder) and/or receiving Cash Withdrawals in any other manner including without limitation mail, telephone or facsimile orders or reservations authorized or made by the Cardholder, regardless of whether the Cardholder signs a sales slip or Cash Withdrawal or other voucher or form.
- 1.8 'Cardholder', 'Customer', 'you', 'your', and/or any similar reference means an individual to whom a Card bearing that individual's name is issued by the Bank and includes the Primary Cardholder and any Supplementary Cardholder(s).
- 1.9 'Cash Withdrawal' means any amount withdrawn by use of the Card, the Card number or the PIN or in any manner authorized by the Cardholder from the Bank or any other bank or financial institution whether in cash or other form of payment in relation to the Card Account.
- 1.10 'Cash Withdrawal Fees' means the fixed transaction fee charged by the Bank to the Card Account each time a Cardholder makes a Cash Withdrawal as prescribed in the Service and Price Guide or as otherwise prescribed by the Bank from time to time.
- 1.11 'Charges' means amounts payable by the Customer arising from the use of the Card or the Card number or the PIN or otherwise under these Terms and Conditions and include without limitation all fees and charges as detailed in the Service and Price Guide and actual legal costs (excluding any cost of funding, opportunity cost or any payments made in the nature of interest) and disbursements, which will be debited to the Card Account.
- 1.12 'Chip' means a secure, microprocessor embedded in the Card for comprehensive payment service offered as a feature on the Card(s) allowing an advanced verification mechanism and convenient usage options for the Cardholder(s).
- 1.13 'Cost Price' means the cost price stipulated in the Murabaha Contract, which shall be equivalent to the Card Limit.
- 1.14 'Card Limit Funds' means the credit balance on the Investment Account up to the maximum aggregate amount of the Card Limit, which is funded from the proceeds of the Murabaha Transaction in accordance with Part 4.
- 1.15 'Customer' means the Primary Cardholder being the party who is primarily responsible for all payments under the Card.
- 1.16 'Deposit' means the amount in cash placed with the Bank as specified by the Bank as security for the performance of the Customer's obligations.
- 1.17 'Guarantee' means a guarantee, if any, from a bank acceptable to the Bank in favour of the Bank and in form and substance acceptable to the Bank for an amount specified by the Bank, as security for the performance of the Customer's obligation.
- 1.18 'Investment Account' means the investment deposit account in the name of the Customer into which the proceeds of the Murabaha Facility are deposited and thereafter invested by the Bank as the agent of the Customer.
- 1.19 'Investment Profit' means the return on investments generated under the Investment Account from time to time.
- 1.20 'Merchant' means any corporate entity, person or other establishment supplying goods and/or services who accepts the Card or the Card numbers as a mode of payment or reservation by the Cardholder.
- 1.21 'Minimum Payment Due' is five percent (5%) of New Balance Outstanding (excluding the Charges) subject to a minimum of AED100/- plus any applicable Charges as stated in the relevant Statement of Account.
- 1.22 'Month' means a calendar month according to the Gregorian calendar.
- 1.23 'Monthly Murabaha Profit' means the monthly Murabaha profit more specifically set out in Part 4.
- 1.24 'Murabaha Contract' means the murabaha contract dated on or before the date these Terms and Conditions entered into between the Bank and the Customer in respect of the provision of the Murabaha Facility.
- 1.25 'Murabaha Facility' means the murabaha facility made available by the Bank to the Customer to fund the Card Limit Funds.
- 1.26 'Murabaha Transaction' means the one off commodity murabaha transaction entered into by the Bank and the Customer pursuant to the Murabaha Contract.
- 1.27 'Murabaha Profit' means the aggregate profit payable by the Customer to the Bank under the Murabaha Facility, as more specifically defined under the Murabaha Contract which is paid by the way of Monthly Murabaha Profit.
- 1.28 'New Balance Outstanding' means the total debit balance (inclusive of the Card Transactions and the Charges) outstanding on the Card Account payable to the Bank according to the Bank's records on the date the Statement of Account is issued.
- 1.29 'Payment Due Date' means the date specified in the Statement of Account by which date, payment of the New Balance Outstanding or any part thereof or the Minimum Payment Due is to be made to the Bank.
- 1.30 'Personal Identification Number' or 'PIN' means in relation to a Cardholder the personal identification number issued to the Cardholder to enable the Card to be used at an ATM.
- 1.31 'Primary Cardholder' means a person other than a Supplementary Cardholder who is the primary applicant, to whom the Card is issued and for whom the Card Account is first opened by the Bank.
- 1.32 'Replacement Card' means a further Card issued to a Cardholder to replace an existing Card.
- 1.33 'Security' means either the Deposit or the Guarantee.
- 1.34 'Service and Price Guide' means the attached service and price guide accompanying these Terms and Conditions as amended from time to time.
- 1.35 'Sharia Board' means the Sharia Supervisory Board of the Bank.
- 1.36 'SMS' means short messaging service sent over a mobile phone, e-mail, fax or other mode of electronic communication which is recordable for evidence purposes.
- 1.37 'Statement of Account' means the Bank's monthly or other periodic statement sent to the Primary Cardholder showing particulars of the New Balance Outstanding incurred by the Primary Cardholder and Supplementary Cardholder and payable to the Bank.
- 1.38 'Statement Date' means the date on which a Statement of Account is issued.
- 1.39 'Statement Period' means the monthly or such periodic intervals to which a Statement of Account relates.
- 1.40 'Sub Limit' means any credit limit set by the Bank for a Supplementary Card as per the request of the Customer.
- 1.41 'Supplementary Card' means a Card issued to the Supplementary Cardholder at the request of the Primary Cardholder.

- 1.42 'Supplementary Cardholder' means the person who has been issued a Supplementary Card.
- 1.43 'Terminal' means any automated teller machine or point of sale terminal through which Card Transactions can be performed.
- 1.44 'UAE' means United Arab Emirates.
- 1.45 'UAE Dirhams' means the lawful currency of UAE.
- 1.46 'Utilised Amount' means the portion of the Card Limit which has been utilised by the Customer as at a Statement Date.
- 1.47 Words used in these Terms and Conditions denoting the masculine gender shall include the feminine gender and words denoting the singular number shall include the plural number and vice versa.
- 1.48 Words implying person shall include a sole proprietor, individual, partnership firm, company, corporation or other natural or legal person whatsoever.
- 1.49 These Terms and Conditions are comprised of multiple parts, which taken together form the Agreement.

2. THE CARD

- 2.1 The Card may be collected from the Bank by the Cardholder or sent by post or courier to the address notified to the Bank by the Cardholder at the risk of the Cardholder.
- 2.2 The Cardholder shall receive from the Bank a non-activated Card.
- 2.3 Upon receipt of the Card, the Cardholder shall call the Bank or send an SMS to the number specified in order to activate the Card. The Cardholder shall identify himself and provide his account number and any other confidential information that the Bank may require. The Cardholder's telephone call to the Bank 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.
- 2.4 Upon receipt of the Card, the Cardholder shall sign the Card immediately.
- 2.5 In the event that any Cardholder does not wish to be bound by these Terms and Conditions, the Cardholder shall cut the Card in half and return both halves to the Bank and Clause 8 hereof shall henceforth be operative.
- 2.6 The Card is and will, at all times be the property of the Bank and must be returned to the Bank immediately upon request by the Bank or its duly authorized agent. The Bank reserves the right to withdraw the Card at its absolute discretion and/or terminate the Card with or without (in its absolute discretion) prior notice and in whatever circumstances it deems fit.
- 2.7 The Card has a built in Chip feature in addition to the magnetic stripe. The Chip is a secure payment mechanism which is only accepted in certain countries. The Chip may be used at Terminals by using the Card and Cardholder's signature.
- 2.8 The Card is not transferable and will be used exclusively by the Cardholder. The Cardholder may not pledge the Card as security for any purpose whatsoever.
- 2.9 The Cardholder shall at all times ensure that the Card is kept in a safe place. The Cardholder under no circumstances whatsoever will allow the Card and/or PIN to be used by any other individual.

3. USE OF THE CARD

- 3.1 The Card may be used for Card Transactions within the Card Limit (or Sub Limit designated for that Card).
- 3.2 Where the Card may be used at an ATM for cash withdrawals the Cardholder shall be responsible for all transactions whether processed with the Cardholder's knowledge or by his express or implied authority. The Cardholder hereby authorizes the Bank to debit the Card Account with the amount of any withdrawal in accordance with the Bank's record of the transaction. Subject to manifest error the Cardholder accepts the Bank's record of the transaction as conclusive and binding for all purposes.
- 3.3 The Bank may issue a PIN to the Cardholder for use at any ATM that will accept the Card. The Cardholder agrees that;
- the PIN may be sent by post to the Cardholder at his risk;
 - the Cardholder shall not disclose the PIN to any person and shall take all possible care to prevent discovery of the PIN by any person; and
 - the Cardholder shall be fully liable to the Bank for all Card Transactions made with the PIN whether with or without the knowledge of the Cardholder.

- 3.4 Any ATM deposits effected through the use of the Card on any ATM installed by the Bank, whether by cheques or by cash, shall be subjected to verification by two (2) Bank employees whom the Bank may in its absolute discretion appoint and authorize. The amount so verified by the said two (2) employees of the Bank shall be deemed to be the correct amount of the deposits so affected. The proceeds of cheques deposited in the ATM shall be available for use only after the cheque has cleared or collection has been completed.
- 3.5 If a Cardholder loses or damages his Card and/or requires renewal, replacement or additional Cards, the Bank may, at its discretion, issue such Replacement Card(s).
- 3.6 The Cardholder undertakes to act in good faith at all times in relation to all dealings with the Card and the Bank.
- 3.7 Notwithstanding that the Cardholder's Card Limit has not been exhausted, the Bank shall be entitled to, at any time and without notice and without giving any reason and without liability towards the Cardholder, withdraw and restrict the Cardholder's right to use the Card or to refuse to authorize any Card Transaction.
- 3.8 Any Card Transaction originated in a currency other than your Card currency will be converted to your Card currency at a rate of exchange determined by the Bank. Such transaction will also be subject to a currency conversion fee as determined by the Bank and mentioned in the Service and Price guide.
- 3.9 Certain purchases of goods and services, such as alcohol, dealing in pork and pork related products, gambling, pornography or other illegal activities, are prohibited under the principles of Sharia. It is the Cardholder's responsibility to ensure that each Card is utilised by the relevant Cardholder for Card Transactions which are not contrary, offensive or repugnant to the principles of Sharia.
- 3.10 In addition to clause 3.9, the Bank shall also be entitled (without having any responsibility to ensure that the Cardholders abide by the provisions of clause 3.9), restrict, refuse or fail to authorise the use of the Card for purchasing goods and services at which are Sharia repugnant or from Sharia repugnant outlets.

4. CASH WITHDRAWAL

- 4.1 The Cardholder may make Cash Withdrawals subject to the Card Limit (including any applicable Sub Limits for a Card) and as may be acceptable to the Bank from time to time at its absolute discretion by the following means:
- presenting the Card at any office of the Bank or of any member institution of Visa International together with evidence of his identity and signing the necessary transaction record; or
 - use of the Card at any ATM of the Bank or of any other bank or institution with whom the Bank has an agreement for the use of the ATM of the said bank or institution (in which case the amount of each withdrawal will be further subject to the applicable daily withdrawal limit of the ATM).
- 4.2 The use of the Card by the Cardholder to make a Cash Withdrawal shall be deemed to constitute the agreement of the Cardholder to pay the Cash Withdrawal Fees on each Cash Withdrawal.
- 4.3 The Cash Withdrawal Fees will be levied on each Cash Withdrawal and charged to the Card Account.

5. PAYMENT

- 5.1 Details of all fees and Charges referred to in this section are listed in the Service and Price Guide. The Service and Price Guide may be amended from time to time giving advance notice to the Customer. The Cardholder further agrees to pay all other fees and Charges that the Bank may, from time to time, levy for any service in relation to the Card with notice to the Cardholder.
- 5.2 The Customer may, in respect of a Statement of Account, either:
- pay the relevant New Balance Outstanding in full;
 - pay the relevant New Balance Outstanding in part, by a payment amount equal to or greater than the New Balance Outstanding (provided the Minimum Amount Due is greater than the New Balance Outstanding). If the New Balance Outstanding is less than AED100, then the New Outstanding Balance shall be paid in full,
- together with any Charges dues and payable as specified in the Statement of Account, by no later than the applicable Payment Due Date.
- 5.3 Subject to Clause 8 hereof, if the New Outstanding Balance, Minimum Payment Due and/or the excess of the Card Limit is not

- paid or only partly paid, then the Bank, in its absolute discretion and without prejudice to any of its rights hereunder may:
- (a) if the New Outstanding Balance does not exceed the Card Limit, add the unpaid Minimum Payment Due to the Minimum Payment Due in the immediately next Statement of Account; or
 - (b) if the New Outstanding Balance exceeds the Card Limit, add the unpaid Minimum Payment Due and the excess over the Card Limit to the Minimum Payment Due in the immediately next Statement of Account.
- 5.4 The Cardholder undertakes to stay within the prescribed Card Limit assigned by the Bank unless prior approval in writing to exceed this Card Limit is obtained by the Cardholder from the Bank and further undertakes to effect no purchases or transactions which may cause the aggregate outstanding balance of the Cardholder's obligations under all such purchases and transactions to exceed such Card Limit. If in contravention of this provision, the Cardholder exceeds the Card Limit, then the Cardholder must pay the amount exceeding the Card Limit in full and the Minimum Payment Due.
- 5.5 If the Cardholder fails to pay the Minimum Payment Due by the Payment Due Date, a late payment/Collection Fee charge will be levied however the late payment charge received by the Bank will be given to a charity after deducting the actual cost (excluding cost of funds, opportunity loss or any payment in the nature of interest) that may be incurred in the collection of such amounts as approved by the Sharia Board.
- 5.6 All payments received by the Bank from the Cardholder may be applied in the following order of payment or such other order of priority as the Bank may think fit:
- (a) first, the settlement of all actual and other enforcement costs and fees incurred by the Bank in the preservation and maintenance of its rights under the Agreement;
 - (b) second, settlement of all unpaid Monthly Murabaha Profit and all other fees and costs shown in the current Statement of Account;
 - (c) the settlement of all unpaid Charges and other fees and costs shown on the current Statement of Account;
 - (d) fourth, settlement of all unpaid Card Transactions shown on any previous Statement of Account;
 - (e) fifth, settlement of all unpaid Card Transactions shown on the current Statement of Account;
 - (f) sixth, settlement of all fees, Charges and Card Transactions not yet shown on the current Statement of Account.
- 5.7 If the Cardholder pays to the Bank any amount which is in excess of the New Outstanding Balance of the Card, the Bank retains the right as it deems necessary, to verify the reasons for such excess payments and accordingly to process or not to process such payments and to return the payments to the Cardholder.
- 5.8 Without prejudice to any other provisions, if any payment is not made on the Payment Due Date for any reason whatsoever, whether under these Terms and Conditions or under the Card Account, or for any other reason or cause that the Bank may deem fit in its absolute discretion, the Bank reserves the right at any time and without any notice, to combine, consolidate and set off or transfer any sum standing to the credit of all or any account(s) of the Cardholder with the Bank of whatsoever description and wherever located and whether in UAE Dirham's or in any other currency, including a joint account with a Supplementary Cardholder, in or towards discharge of all Card Transactions, Charges, fees and/or sums due to the Bank, and the Cardholder hereby authorizes the Bank to convert and transfer such sums in his account at the Bank's spot exchange rates determined by the Bank at its sole discretion.
- 5.9 The Bank's acceptance of late payments or partial payments or cheques marked as constituting payment in full or otherwise of the Card Account or any indulgence granted by the Bank in the failure to collect the amounts due from the Cardholder as and when they are so entitled under these Terms and Conditions shall not operate as a waiver by the Bank nor modify these Terms and Conditions in any respect nor prevent the Bank from later enforcing any of its rights under these Terms and Conditions to collect the amounts due hereunder.
- 5.10 A Cardholder may choose to effect payment by depositing cash or cheques in any of the ATM designated by the Bank. The Bank shall not be liable for any loss or delay caused by the use of the ATM. Cash deposited at an ATM shall only be credited to the Card Account after verification by the Bank (which verification shall be conclusive and binding against the Cardholder) and any statement issued on making a deposit shall only represent what the Cardholder purports to have deposited and shall in no way bind the Bank as to its correctness.
- 5.11 If the Cardholder holds other Cards issued by the Bank, and any of these Cards are cancelled for any reason whatsoever, then the Bank may in its absolute discretion without notice, combine or consolidate the account of the cancelled Card, whether in UAE Dirhams or in any other currency, with the Card Account, and may do so notwithstanding that the balances on such accounts may not be expressed in the same currency, and the Cardholder hereby authorizes the Bank to offset any such combination or consolidation with the necessary conversion at the Bank's spot exchange rates. The Statement of Account sent to the Primary Cardholder shall thereafter show particulars of the New Outstanding Balance of the consolidated Card Account.
- 5.12 All payments by the Customer to the Bank with regard to the Card Account shall be made net of any taxes, withholdings, fees, levies or other deductions.
- 5.13 All payments made by the Cardholder shall be in the billing currency of the Card Account. If payment is made in any other currency, the Cardholder shall pay the Bank all exchange, commission and other actual costs (excluding any cost of funding, opportunity cost or any payments made in the nature of interest) or losses incurred by the Bank in converting such payment to the billing currency. Such conversion shall be effected at the rate of exchange as may be conclusively determined by the Bank as at the date the payment is made to the card account. Any payment made by the Cardholder in the billing currency of the Card Account will be credited to the Card Account only on the date of the Bank's posting of the funds (post realization) into the Card Account and where payment is made in any currency other than the billing currency, such payment shall be credited after the date when such payment is converted into the billing currency or when the relevant funds have been received for value by the Bank and assigned to the Card Account.
- 5.14 A handling charge as prescribed by the Bank is payable by the Cardholder to the Bank immediately upon a request to the Bank to issue a Replacement Card. Additional charges ("Additional Charges") as prescribed by the Bank are payable by the Cardholder to the Bank immediately upon the request to the Bank for the provision of copies of sales voucher/Cash Withdrawal slip and any further services the Bank may provide from time to time.
- 5.15 All Card Transactions, Charges and all other fees shall be debited to the Card Account in the billing currency and shall be listed in the Statement of Account. The Bank shall be entitled at its sole discretion to vary the amount of the Monthly Subscription Fee, Charges, handling charges, Additional Charges, the specified Minimum Payment Due and /or late payment charges/Collection Fee with prior notice to the Cardholder.
- 5.16 The Bank shall be entitled to treat the following as evidence of a debt properly incurred by the Cardholder to be debited to the Card Account:
- (a) any sales draft, transaction record, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of embossed information printed on the Card and duly completed; and/or
 - (b) the Bank's record of Cash Withdrawals or of any other transactions effected by the use of the Card including but not limited to transactions effected via mail order, the telephone or the internet.
- 5.17 Without prejudice to the Bank's rights at any time to take the appropriate legal action, the Bank may charge a fixed fee for any returned unpaid cheques drawn by the Cardholder in full or partial payment of any outstanding amounts in relation to the Card.
- 5.18 The Cardholder hereby expressly agrees that if any sums shall be due from the Cardholder to the Bank at any time under the Card Account, or if the Cardholder shall be liable to the Bank on any banking account or any other account, current or otherwise, in any manner whatsoever or if default is made by the Cardholder in relation to such accounts or in any other banking facilities granted by the Bank to the Cardholder, then and in such event, the whole outstanding balance on the Cardholder's account shall become immediately due and payable and the provisions of clause 8 hereof shall be applicable.
- 5.19 Any cheque deposit shall be acceptable for collection and the proceeds shall not be available until the cheque has been cleared and the proceeds paid to the Bank by the paying bank. Any cash deposits may only be regarded as having been received by the Bank upon crediting the same to the Card Account.

- 5.20 The Bank may at any time demand that the Cardholder deposits an undated cheque and/or pledge cash collateral in favour of the Bank for the amount that the Bank may require even when such a cheque and/or pledge of cash was not demanded when the Card was issued to the Cardholder. The Cardholder hereby authorizes the Bank to insert the date on the said cheque and to present it for payment on the inserted date against any amount due to the Bank.
- 5.21 Non-receipt of Statement of Account shall not be construed by the Cardholder to be sufficient reason for non-payment of dues in time.
- 5.22 The Bank will credit the Cardholder's Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the member establishment. Notwithstanding the foregoing, if a Card Transaction is disputed by the Cardholder and is subsequently proven to have been originated by him, the Bank retains the right to charge-back, as from the date when the Card Transaction took place, the Card Transaction amount along with the Charges and any actual cost (excluding any cost of funding, opportunity cost or any payments made in the nature of interest) and expenses incurred by the Bank in the investigation thereof.
- 5.23 A monthly Statement of Account detailing the amounts debited/credited to the Card Account will be mailed or delivered electronically to the last known address of the Cardholder and will be deemed to have been received by the Cardholder.
- 5.24 If the Cardholder disagrees with any debit or credit entry appearing in the monthly statement of account, it should be communicated to the Bank in writing within 14 days from the date of the Statement of Account, failing which it shall be deemed conclusive.
- 5.25 The Cardholder agrees that subject to manifest error the records of the Bank of any Card Transaction effected by the use of the Card shall be conclusive and binding on the Cardholder for all purposes.
- 5.26 For settlement of Card Transactions, a Cardholder may nominate his current/savings account maintained with the Bank for direct settlement. In such instance the Cardholder agrees that the Bank reserves the right to determine the priority of any such instruction against cheques presented for payment or any other arrangements made with the Bank.
- 5.27 Settlement of Card Transactions may be made directly in cash, by cheque or by transfer from an account maintained with the Bank.
- 5.28 Cardholders have the option to settle their covered card payments in cash using external cash collection vendors as contracted and communicated by the Bank.
- 5.29 The Bank has signed an agreement with a cash collection vendor who will forward all funds to the Bank for onward credit to the Cardholder's Card Account with the Bank. Any cash deposit may only be regarded as having been received by the Bank upon crediting the same to the Card Account.
- 5.30 The Bank will not be responsible for payments received after the Payment Due Date and / or any reversal of any fees and charges related to the Card Account.

6. SUPPLEMENTARY CARD

- 6.1 The Bank may in its absolute discretion issue a Supplementary Card to a person nominated by the Customer and approved by the Bank. The Issue of the Supplementary Card(s) shall be subject to such terms and conditions that the Bank may deem necessary.
- 6.2 The Terms and Conditions applicable herein to the Primary Cardholder shall apply mutatis mutandis (i.e. with the necessary changes) to the Supplementary Cardholder. Every Supplementary Cardholder shall be jointly and severally liable with the Primary Cardholder for costs, for all goods, services, Cash Withdrawals made and all Card Transactions and all Charges generated by the use of the Primary Card as well as the Supplementary Card.
- 6.3 The Card Limit assigned to the Cardholder is inclusive of the Card Limit of the Supplementary Cardholder. The Primary Cardholder and the Supplementary Cardholder shall not permit the total of the Card Transactions and Charges incurred through their respective Cards to exceed the Card Limit. A Supplementary Cardholder may be assigned a Sub Limit that shall constitute the maximum credit limit on the Supplementary Card. However, this in no way absolves the Primary Cardholder from being fully liable to the Bank for debts incurred by the Supplementary Cardholder in excess of the maximum credit limit assigned to the Supplementary Cardholder.
- 6.4 The validity of the Supplementary Card is dependent on the validity of the Primary Card. Upon termination of the Primary Card

or the Primary Cardholder's Card Account with the Bank, for whatever reason, the Supplementary Cards(s) shall also be terminated. The termination of the Supplementary Card for whatever reason shall not terminate the Primary Card or the Card Account.

- 6.5 The undertakings, liabilities and the obligations of the Primary Cardholder and the Supplementary Cardholder to the Bank and the Bank's rights herein shall not be affected in any way by any dispute or counterclaim which the Primary Cardholder and the Supplementary Cardholder may have against each other.
- 6.6 The Primary Cardholder shall indemnify the Bank against any actual loss, damage, liability, costs and expenses whether legal or otherwise incurred by the Bank by reason of any legal disability or incapacity of the Supplementary Cardholder or any breach of these Terms and Conditions by the Supplementary Cardholder.
- 6.7 If the Primary Cardholder assigns to the Supplementary Cardholder a specific limit that constitutes the maximum credit limit on the Supplementary Card, the Supplementary Cardholder may, subject to such Supplementary card credit limit, make cash withdrawals up to the cash withdrawal amount available to the Primary Cardholder under the Card Limit.

7. LOSS OF CARD AND PIN

- 7.1 The Cardholder shall be fully liable for all Card Transactions with the PIN whether with or without the knowledge of the Cardholder.
- 7.2 The Cardholder shall use all reasonable precautions to prevent the loss or theft of the Card and shall not disclose the PIN to any party.
- 7.3 In the event that the Card is lost or stolen or the PIN is disclosed to any other party, the Cardholder shall immediately notify the said loss, theft or disclosure together with the particulars thereof and of the Card to the Bank and the Police of the country where such loss or theft or disclosure occurred.
- 7.4 The Cardholder shall be and remain fully liable to make payment to the Bank for any debit to the Card Account arising from any Card Transactions, goods or services supplied by the Merchants, Cash Withdrawals or ATM transactions effected through the use of the Card by any person whether with or without knowledge of the Cardholder and irrespective of whether they were authorized by the Cardholder or not.
- 7.5 The Bank may at its absolute discretion issue a replacement for any lost or stolen Card or a new PIN on the terms and conditions of these Terms and Conditions.
- 7.6 In the event that the Cardholder recovers the lost or stolen Card, he shall immediately return the same cut in half to the Bank without using it. The Cardholder shall not use the PIN after reporting to the Bank of the disclosure of the same to any party.

8. TERMINATION

- 8.1 Notwithstanding the payment provisions outlined under clause 5 above, all amounts outstanding on a Card Account (including that of all Supplementary Cards) together with the amount incurred by the use of the Card but not yet charged to the Cardholder's Account shall be payable immediately in full upon the termination of these Terms and Conditions or on the expiry date stated on the Card, unless a new Murabaha Contract (upon terms to be agreed to by the Bank and the Customer) is executed and a Replacement Card is issued (at the sole discretion of the Bank) in which case all the outstanding and unpaid balance relating to such Card shall automatically be transferred to the Replacement Card.
- 8.2 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 a notice in writing and returning all Cards cut into half to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut in half and full payment of all Card Transactions, Charges and other liabilities under the Card Account.
- 8.3 The Primary Cardholder or any Supplementary Cardholder may at any time terminate the use of the Supplementary Card by giving notice in writing and by returning the Supplementary Card, cut in half to the Bank. In such an event all Cardholders including the Supplementary Cardholder whose use of the Card has been terminated shall be and shall continue to be jointly and severally liable to the Bank for all Card Transactions, Charges and other liabilities in accordance with these Terms and Conditions save that the Supplementary Cardholder whose use of the Card has been terminated shall not be liable for Card Transactions, Charges and other liabilities incurred by the Primary Cardholder and other Supplementary Cardholders (if any) after the Bank's receipt of the cut Supplementary Card.

- 8.4 The Bank may at any time recall all or any Card(s) and terminate its/their use or refuse to renew with or without giving prior notice to the Cardholder. The Cardholder shall immediately after such recall, termination or non-renewal return such Card(s) cut in half to the Bank and make full payment of all Card Transactions, Charges and liabilities to the Bank.
- 8.5 The Bank shall terminate the use of the Card without notice upon the death, incapacity, bankruptcy or insolvency of the Cardholder or when the whereabouts of the Cardholder become unknown to the Bank due to any cause not attributable to the Bank.
- 8.6 In the event of the Cardholder's bankruptcy, death, incapacity or insolvency, the holder(s) of Supplementary Card(s) will immediately cease use of the Card(s) and return them to the Bank.
- 8.7 Notwithstanding the Payment Due Date specified in the Cardholder's Statement of Account, the whole of the outstanding balance on the Cardholder's account shall become due and payable upon the cancellation or termination of the Card. The Cardholder and/or his/her estate, administrator and/or executor will be responsible for repaying in full any outstanding balances on the Card Account and shall keep the Bank indemnified for all actual costs (including legal fees and Charges) and expenses incurred in recovering such outstanding balances.
- 8.8 The Bank shall not be liable to refund any Charges for or any part thereof in the event of the termination of the Card.
- 8.9 In the event that any security is held by the Bank as collateral for the issuance of the Card, the Bank reserves the right to retain such Security for a period of at least 45 days following the Card being cancelled and returned to the Bank whether cancelled by the Cardholder or the Bank or following these Terms and Conditions being terminated.
- 8.10 A termination of the Card will lead to an automatic acceleration event under the Murabaha Contract; and
- 8.11 The Agency Agreement would also be automatically terminated, and any unpaid obligations should be accelerated and paid.

9. EXCLUSION OF LIABILITY

- 9.1 The Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:
- any loss or damage howsoever incurred or suffered by the Cardholder by reason of the Bank or a Merchant or other bank or financial institution or any ATM or other party refusing to allow a Card Transaction or refusing to accept the Card or the Card numbers or the PIN or refusing to extend or provide Cash Withdrawals up to the Card Limit or at all.
 - refusal of any Merchant or member institution of Visa International to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant or, where applicable, for any breach or nonperformance by a Merchant of a Card Transaction.
 - the malfunction of any ATM or disruption of communication systems.
 - the exercise by the Bank of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other person duly authorized by the Bank or an ATM.
 - the exercise by the Bank of its right to terminate any Card or the Card Account pursuant to Clause 8.
 - any injury to the credit character and reputation of the Cardholder in and about the repossession of the Card, any request for its return or the refusal of any Person to honour or accept the Card.
 - any misstatement, misrepresentation, error or omission in any details disclosed by the Bank pursuant to Clause 10.
 - any dispute between the Cardholder and any Merchant or bank or financial institution or any other person.
 - the Bank acting in good faith upon the Cardholder's instructions.
- 9.2 The Bank shall not have any liability for any indirect, incidental or consequential loss or damages (including loss of profit), even if advised of the possibility of such loss or damages.
- 9.3 The Bank will not be responsible for any failure to perform any of its obligations hereunder if such performance would result in it being in breach of any law, regulation or other requirement of any

governmental or other authority in accordance with which it is required to act or if its performance is prevented, hindered or delayed by a Force Majeure Event; in such case its obligations will be suspended for so long as the Force Majeure Event continues (and no other branch, subsidiary or affiliate shall become liable). 'Force Majeure Event' means any event due to any cause beyond the reasonable control of the Bank, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any clearing of payment system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

- 9.4 The Cardholder's liability to the Bank shall not in any way be affected by any dispute between the Cardholder and any Merchant or bank or financial institution or any other person or counterclaim or right to set-off which the Cardholder may have against such Merchant or bank or financial institution or person.

10. DISCLOSURE OF INFORMATION

- 10.1 The Cardholder irrevocably authorizes and permits the Bank to disclose and furnish such information that it deems fit concerning the Cardholder, the Card Account and his affairs to the Bank's subsidiaries, associates, branches, assignees, service providers, insurers, agents or other parties in order to enable the Bank to perform its obligations hereunder or to enforce the Customer's obligations hereunder.
- 10.2 The Bank shall have the right to check the credit standing of the applicant for the Card and/or check credit standing of the Cardholder at any time as and when the Bank deems fit without reference to him/her. The Customer consents to the disclosure of the last known address of the Customer to any Merchant, bank or Visa International or its successors and the disclosure of the Card numbers of the new, renewed or replacement Cards to Merchants and other interested persons.

11. INDEMNITY

The Cardholder undertakes and agrees to indemnify the Bank against any actual loss, damage, liability, and 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 payable by the Cardholder. For the avoidance of doubt, the indemnification obligations of the Cardholder hereunder shall survive the termination of the Card(s).

12. RIGHT TO SET-OFF

- 12.1 In addition to any general right to set-off or other rights conferred by the law to the Bank, the Cardholder agrees that the Bank may in its absolute discretion at any time and without notice combine and consolidate all or any account(s) held either individually or jointly, of the Cardholder with the Bank of whatever description and wherever located and whether in UAE Dirham or in any other currency to set-off or transfer any sum standing to the credit of any such account(s) including a joint account with a Supplementary Cardholder in or towards discharge of all sums due to the Bank under any account(s) of the Cardholder with the Bank of whatever description or wherever located and whether in UAE dirham or any other currency and may do so notwithstanding that the balances of such account(s) and the sums due may not be expressed in the same currency and the Cardholder hereby authorizes the Bank to offset any such combination, consolidation, set-off or transfer with the necessary conversion at the Bank's spot exchange rates which shall be determined by the Bank at its absolute discretion.
- 12.2 For the purpose of enabling the Bank to preserve intact the liability of any party including the Cardholder once a writ or summons has been issued or to prove the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank thinks fit, the Bank may at any time place and keep for such time as the Bank may think prudent any monies received, recovered or realized hereunder or under any other security or guarantee to the Credit of the Cardholder as the Bank shall think fit without any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

13. NOTICES

- 13.1 The Cardholder must promptly notify the Bank in writing of any changes in employment or business or address (office and/or residential).

- 13.2 If the Cardholder leaves the UAE to take up residence elsewhere, all Cards shall be returned to the Bank 14 days prior to the Cardholder's departure and the use of the Card and Supplementary Card(s) shall be deemed to be terminated and clause 8 shall apply.
- 13.3 All notices may be delivered personally or sent by ordinary post to the last known billing or other address or sent by an SMS to the last known mobile number or sent by an e-mail to the last known e-mail address or sent by a facsimile to the last known facsimile number of the Account Holder and such communication shall be deemed to have been served on the Account Holder on the day of delivery if delivered by hand, on the next business day after posting, if sent by post, on the same business day, if sent by SMS, e-mail or facsimile. The Account Holder will bear all risk of harm, loss, transmission errors, telecommunications systems failure, communications networks problems or damage in connection with demands, notices or any other communication through any of the modes of communication mentioned above. The Bank may use copies, printouts or electronic versions of facsimiles, e-mail, SMS and other electronic transmissions and data in any court, arbitral or other legal proceedings.
- 13.4 All Cards, PIN, Statement of Account, demands, notices or any other communication under these Terms and Conditions may be delivered personally or sent by ordinary post to the last known billing or other address or sent by an SMS to the last known mobile number or sent by an e-mail to the last known e-mail address or sent by a facsimile to the last known facsimile number of the Cardholder and such communication shall be deemed to have been served on the Cardholder on the day of delivery if delivered by hand, on the next business day after posting, if sent by post, on the same business day, if sent by SMS, e-mail or facsimile. The Cardholder will bear all risk of harm, loss, transmission errors, telecommunications systems failure, communications networks problems or damage in connection with the delivery of all Cards, PIN, Statement of Account, demands, notices or any other communication through any of the modes of communication mentioned above. The Bank may use copies, printouts or electronic versions of facsimiles, e-mail, SMS and other electronic transmissions and data in any court, arbitral or other legal proceedings.
- 14. GENERAL**
- 14.1 The Cardholder authorizes the Bank at its discretion to record any instructions on telephone, email or facsimile and to use such records as evidence in a court of law or other legal proceedings.
- 14.2 The Cardholder shall indemnify the Bank against any actual losses that may arise or be incurred by the reason of carrying of the telephonic instructions from or purported to be from the Cardholder.
- 14.3 The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Cardholder under these Terms and Conditions.
- 14.4 The Bank shall be entitled at any time without the consent of the Cardholder to assign the whole or any part of its rights or obligations under these Terms and Conditions with notice to the Cardholder.
- 14.5 The Cardholder undertakes to sign such further documents as may be requested by the Bank from time to time.
- 14.6 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 14.7 These Terms and Conditions are binding upon the Cardholder and he shall not assign his obligations herein to anyone else.
- 14.8 Each of terms and conditions of these Terms and Conditions shall be severable and distinct from one another and if at any time any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 14.9 The Bank may at any time waive, either unconditionally or otherwise, any of the terms and conditions of these Terms and Conditions or any default or breach of the Cardholder, provided that such waiver is given in writing by the Bank and save as aforesaid no condoning or excusing of and no neglect or forbearance on the part of the Bank or any default or breach of any of the terms and conditions of these Terms and Conditions shall operate as waiver of the Bank's rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing to the Bank. Any waiver shall operate only as a waiver of the particular matter to which it relates and shall not operate as a waiver or release of any of the terms and conditions of these Terms and Conditions.
- 14.10 In connection with the special discounts/offers made by the respective Merchants, the Bank does not hold out any warranty or make any representation of the delivery, quality, design, specifications, availability or otherwise set out in respect of these offers.
- 14.11 In connection with the special discounts/offers made by the respective Merchants, the Bank will not be held responsible where any of the Merchants withdraws, cancels, alters or amends these products/services. Also the Bank reserves the rights to change the benefits available to Cardholders at any time with prior notice to the Cardholders.
- 14.12 These Terms and Conditions supersede any previous terms and conditions issued by the Bank in connection with the issue of Card(s).
- 15. VARIATION OF TERMS**
- 15.1 The Bank may from time to time change these Terms and Conditions. Subject to the requirements of statute, notification of any such change shall be given to the Cardholder by the Bank either in writing or by publication thereof. Such Changes shall apply on the effective date specified by the Bank and shall apply to all unpaid, fees, Cash Withdrawals, costs and Card Transactions.
- 15.2 Retention or use of the Card after the effective date of any such change of terms and conditions of these Terms and Conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardholder. If the Cardholder does not accept the proposed change, the Cardholder must terminate use of the Card by giving prior written notice to the Bank and return the Card cut in half to the Bank prior to the effective date.
- 16. INTEREST**
- The Bank and the Customer recognise and agree that the principle of the payment of interest is repugnant and the principles of Sharia and accordingly, to the extent that any provision or event would impose whether by contract or by statute any obligation to pay interest, the parties hereby irrevocably, unconditionally and expressly waive and reject any entitlement to recover interest from the other.
- 17. GOVERNING LAW AND JURISDICTION**
- 17.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection with any other document relates to the Card, are governed by the laws of the Relevant Emirate and, to the extent applicable in the Relevant Emirate, the federal laws of the UAE and to the extent that these laws are in accordance with the principles of Shari'a as set out in the Shari'a Standards published by the Accounting and Auditing Organization for Islamic Financial Institutions and as interpreted by the Fatwa and Shari'a Supervisory Board of the Bank in which case the latter shall prevail.
- 17.2 Subject to clause 17.3 and clause 17.4 below, the courts of the Relevant Emirate have exclusive jurisdiction to settle any dispute, claim, difference or controversy arising out of, relating to or having any connection with these Terms and Conditions, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (for the purpose of this clause 17.2, a Dispute), and the Customer submits to the exclusive jurisdiction of the courts of the Relevant Emirate. For the avoidance of doubt, the courts of the DIFC and ADGM are excluded expressly from the scope of this clause 17.2;
- 17.3 For the purposes of this clause 17.3, the Customer waives any objection to the courts of the Relevant Emirate on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute;
- 17.4 This clause 17.4 is for the benefit of the Bank only. To the extent allowed by law, the Bank may, in respect of any Dispute, take:
- 17.5 Proceedings in the courts of the DIFC (including without limitation any Small Claims Tribunal) and the Customer and the Bank hereby agree that any claim may be heard by the Small Claims Tribunal up to AED 1,000,000 or such higher amount falling within the jurisdiction of that tribunal from time to time;
- 17.6 Proceedings in the courts of ADGM (including its Small Claims Tribunal);
- 17.7 Proceedings in any other court in the world with jurisdiction (for the avoidance of doubt, this shall include any jurisdiction in which the Customer may be (or has been) registered, incorporated, resident or domiciled); and

- 17.8 Concurrent proceedings without limitation.
- 17.9 The Customer and the Bank hereby agree that any Dispute may be heard by a Small Claims Tribunal up to the maximum monetary amount and any other limits prescribed by that Small Claims Tribunal, as may be amended from time to time.

PART 2

SPECIAL BENEFITS

The terms and conditions of this Part 2 titled "Special Benefits" shall be without prejudice to the general terms and conditions contained in Part 1 hereof titled "Covered Card Terms and Conditions" governing the issuance and use of covered cards by the Bank, which shall also apply to each of the special benefits covered in this Part 2. Capitalized terms used herein and not defined shall have the same meanings as given to them in Part 1 hereof titled "Covered Card Terms and Conditions".

1. BALANCE TRANSFER

The following terms and conditions are applicable to this section:

- 1.1 "Balance Transfer" means the transfer of all or part of the outstanding balance under a credit card issued by third party bank(s) to a Cardholder into the Card Account of the said Cardholder.
- 1.2 "Balance Transfer Amount" means the amount of the Balance Transfer that is debited to the Card Account.
- 1.3 "Balance Transfer Date" means the date on which the Balance Transfer Amount is debited to the Card Account as the Bank may determine in its discretion.
- 1.4 "Undertaking" means the undertaking (in the form prescribed by the Bank) given by the Cardholder in which:
- (a) the Cardholder confirms that he wants to repent from Riba;
 - (b) the Cardholder undertakes that he will not keep any relationship with conventional banks in the future and will not receive or pay any amounts in the nature of interest in relation to any future relationship with any financial or other institutions; and
 - (c) the Cardholder discloses all his/her payment obligations towards any financial institutions in relation to any credit cards and/or any other payment obligations in respect of any conventional facilities.
- 1.5 Balance Transfer facility will be offered, at the Bank's sole discretion, to customers provided they meet the eligibility criteria determined by the Bank from time to time for this facility and only after they provide the Bank with the Undertaking.
- 1.6 The Bank shall grant the Balance Transfer facility at its sole discretion and reserves the right to refuse to grant a Balance Transfer without revealing the reasons for such refusal. The Bank may by notice to the Cardholder cancel its commitment to make available a Balance Transfer facility or to reduce the amount of the Balance Transfer facility being made available to the Cardholder.
- 1.7 The Balance Transfer Amount shall be determined by the Bank in its sole discretion, subject to a minimum of UAE Dirhams one thousand (AED 1000) or such other amount as may be determined by the Bank from time to time.
- 1.8 The Balance Transfer, if approved by the Bank, will be by way of debit to the Card Account of the Cardholder of the Balance Transfer Amount and disbursement by the Bank of the Balance Transfer Amount by way of a pay order drawn in the name of the third party bank(s) and sent to the last known address of the Cardholder by courier or such other means as the Bank deems fit. The Bank will not be liable to pay to the third party bank(s) any overdue charges, late payment fees, finance charges, or any other charges that may arise as a result of late payment of the Balance Transfer Amount.
- 1.9 The Bank will provide this facility only once, upon submission of the Undertaking by the Cardholder for all the payment obligations towards any credit cards as disclosed in the Undertaking. However, in case the Card Limit is not sufficient to pay off all the payment obligations disclosed in the Undertaking, the Bank will allow the Balance Transfer once the Card Limit becomes available for Balance Transfer only to the extent of the payment obligations disclosed in the Undertaking and provided the Cardholder does not incur any further payment obligations in respect of the credit cards disclosed in the Undertaking.

2. PAYORDER

The following terms and conditions are applicable to this section:

- 2.1 "Payorder facility" means the facility, if approved by the Bank, made available to the Cardholder through which he can make a pay order or a demand draft over the telephone and have it delivered to any beneficiary's address via courier service.

- 2.2 "Payorder Amount" means the amount of the Payorder facility that is used by the Cardholder which shall in no case be more than the Card Limit of the Cardholder.
- 2.3 "Payorder Date" means the date on which the Payorder facility is used.
- 2.4 "Payorder Fee" means the fee as mentioned in the Price Guide that is payable by the Cardholder upon the use of this facility.
- 2.5 The Payorder facility will be offered at the Bank's sole discretion, to Cardholders provided they meet the eligibility criteria determined by the Bank from time to time for this facility.
- 2.6 The Bank shall grant the Payorder facility at its sole discretion and reserves the right to refuse to grant a Payorder facility without revealing the reasons for such refusal. The Bank may by notice to the Cardholder cancel its commitment to make available a Payorder facility or reduce the amount of the Payorder facility being made available to the Cardholder.
- 2.7 The Payorder Amount shall be determined by the Bank in its sole discretion, subject to a minimum of UAE Dirhams one thousand (AED 1000) or such other amount as may be determined by the Bank from time to time.
- 2.8 The Payorder facility shall operate by way of debit to the Card Account of the Cardholder of the Payorder Amount and disbursement by the Bank of the Payorder Amount by way of a pay order or a demand draft drawn in the name of the beneficiary (the beneficiary may be the Cardholder himself) and sent to the beneficiary's address as provided for by the Cardholder via courier service.
- 2.9 The Payorder facility can be availed of by the Cardholder by simply calling the Bank's call center. After initial verification of the Cardholder by the call center agent the Cardholder will provide the details of the beneficiary of the pay order/demand draft including his name and address along with the Payorder Amount to be availed of and will inform the call center agent whether a pay order or a demand draft is required.
- 2.10 The Payorder facility shall only be made available for issuance of pay orders/demand drafts for Sharia compliant and lawful purposes and the Payorder facility shall not be made available in cases where it is intended to be used for Sharia repugnant and unlawful activities including but not limited to payments in relation to unlawful goods and services such as of pork, alcohol or any payments in the nature of interest to any financial institution or any other entity or person.
- ### 3. TOUCHPOINTS-REWARDS PROGRAM FOR ADCB
- The following terms and conditions ("Terms and Conditions") are applicable to the TouchPoints Program and you hereby agree to be bound by these terms, as the same may be amended by ADCB from time to time.
- 1.1 'TouchPoints' means the reward points credited/debited to the TouchPoints Account as a result of any TouchPoints Relationship or Covered ADCB Debit/Credit card transactions that are eligible for inclusion/exclusion in the TouchPoints Program.
- 1.2 'TouchPoints Account' means the account reflecting all transactions relating to TouchPoints Program for a particular holder on ADCB records, including earned TouchPoints, adjusted TouchPoints, bonus TouchPoints, redeemed TouchPoints and expired TouchPoints.
- 1.3 'TouchPoints Program' means the rewards program established by ADCB pursuant to these Terms and Conditions and these Terms and Conditions.
- 1.4 'TouchPoints Relationship' means one or more of the ADCB products and services listed in Appendix A of this Section (3 Touchpoints Reward Program for ADCB) herein eligible for inclusion in the TouchPoints Program.
- #### 2. Binding Effect
- 2.1 All determinations to be made herein shall be made by ADCB, at its entire discretion, and each such determination shall be final, conclusive and binding on you; furthermore, the records, books and other information (collectively, the "ADCB Records") of ADCB shall be conclusive evidence in making any determinations hereunder.
- 2.2 ADCB reserves the right to vary, add to or delete any of these Terms and Conditions, including the Appendices included in this Section 3, as well as the terms and conditions of any other policy referred to herein, and to change, vary, modify, terminate or cancel the TouchPoints Program or any of the benefits or features thereof, or otherwise do any other act with respect to TouchPoints Program and/or any part thereof, or to withdraw or change the membership criteria and/or to limit or change the value / validity of the TouchPoints (as defined below) and/or the manner of redemption of the TouchPoints, at any time, at its entire discretion, with prior notice to the Card Holders of ADCB.
- 2.3 You hereby acknowledge and accept that the foregoing acts may diminish the redemption value of the TouchPoints already earned and agree not to claim compensation for any such losses.
- 2.4 You acknowledge that these Terms and Conditions, as well as other information regarding TouchPoints Program, may be accessed online at www.adcbislamic.com in their most current form, and you hereby agree to remain current with the same.
- 2.5 TouchPoints Program is subject to these Terms and Conditions, these Terms & Conditions, General Terms and Conditions of Account Opening, the Terms and Conditions applicable to any other ADCB product eligible for participation in TouchPoints Program, including without limitation Sharia compliant personal financing, car financing, property financing, investment products, credit card, debit card and covered card, current/ savings account, fixed deposit, electronic channels and such other terms and conditions as may be included herein by ADCB from time to time, which are incorporated by reference herein and copies of which shall be provided to the TouchPoints Relationship holder upon request.
- 2.6 In the event of a conflict between these Terms and Conditions and the terms and/or conditions contained in any policy incorporated by reference herein, to the extent that such conflict directly relates to the TouchPoints Program, these Terms and Conditions shall prevail.
- ### 3. Membership
- Membership in the TouchPoints Program is automatic, and each holder (who is/are in good standing) including any supplementary cardholder(s), of one or more of the ADCB products listed in Appendix A attached hereto (each a "TouchPoints Relationship") is automatically enrolled in the TouchPoints Program.
- 3.1 Upon enrollment of an eligible ADCB product, a TouchPoints Account for the primary (first) account signer will be established. Membership qualifies a TouchPoints Relationship holder/s to benefit from special offers and promotions which may be provided by ADCB from time to time provided the account is in good standing.
- 3.2 Membership is subject to the qualifications and conditions (including annual TouchPoints Points accrual limits) as determined by ADCB. ADCB reserves the right, at any time and without notice, to impose a validity period on membership, as well as to extend or reduce the same.
- 3.3 Membership in the TouchPoints Program is non-transferable.
- 3.4 In the case of joint or multiple holders of a TouchPoints Relationship, all authorized signatories thereto will be automatically enrolled in the TouchPoints Program; however, the use and redemption of the TouchPoints points shall only be available to the primary TouchPoints Relationship signatory as identified in ADCB Records and is limited, as described in these Terms and Conditions. However, each Account holder will accrue TouchPoints with respect to his or her related accounts or services to be credited to the TouchPoints account. Accounts are identified by the Customer Identification (CID) Number of the primary signer as established by ADCB Records.
- 3.5 In case an account signatory (ies) or a supplementary cardholder(s) is/are removed from the qualifying TouchPoints Relationship, then such signatory (ies) or supplementary cardholder(s) is/are no longer eligible to participate in the TouchPoints Program.
- 3.6 The TouchPoints Program membership card (the "TouchPoints Card") is and remains the property of ADCB.
- 3.7 ADCB reserves the right to withdraw / discontinue the TouchPoints Card, terminate your membership in the TouchPoints Program with prior written notice to you.
- 3.8 Membership in the TouchPoints Program is automatically terminated upon death or bankruptcy of the primary (first) TouchPoints Relationship holder and the primary (first) TouchPoints Relationship holder may terminate membership in the TouchPoints Program at any time upon written notice to ADCB.
- 3.9 Upon membership termination, all TouchPoints accrued in the TouchPoints Account (as defined below) shall be immediately forfeited.
- ### 4. TouchPoints
- 4.1 ADCB shall determine, from time to time, at its discretion, which TouchPoints Relationships (including without limitation Sharia compliant personal financing, car financing, investment products,

savings account, fixed deposit, debit card or credit card or covered card, property financing and electronic channels), or which ADCB Debit/ Credit/ Covered card transactions are eligible for inclusion/exclusion in the TouchPoints Program and will earn TouchPoints (each, the "Eligible Transaction"), the associated limits on earnings as well as the number of TouchPoints required for redemption of an ADCB Reward. In case of a reversal of any Eligible Transaction, TouchPoints credited to the TouchPoints Account as a result of such Eligible Transaction will be deducted from the accrued TouchPoints balance. Debits to the TouchPoints Account unrelated to the reversed Eligible Transaction will reduce the accrued TouchPoints balance as per the calculation criteria set for a particular TouchPoints Relationship. No TouchPoints may be earned during a promotion, special offer or other black-out period or through the redemption of TouchPoints as determined by ADCB.

4.2 Pursuant to clause 4.1, TouchPoints are earned for each of the TouchPoints Relationship or Eligible Transaction subject to the TouchPoints earning criteria, and no TouchPoints shall be awarded retroactively. Appendix B attached hereto provides a list of further exceptions to earnings of TouchPoints per type of TouchPoints Relationship or Eligible Transaction. TouchPoints may be calculated by rounding down the transaction value to the nearest integer and as per the criteria set for each ADCB product (clause 4.1).

4.3 TouchPoints are not assignable or otherwise transferable, and are not capable of being pledged, nor can the TouchPoints of one TouchPoints Relationship holder be combined with those of another.

4.4 In case of a change to the status of the TouchPoints Relationship (such as an upgrade or downgrade thereof), the TouchPoints calculations shall be adjusted accordingly.

4.5 TouchPoints are valid for a period of three (3) years from the last day of the month during which such TouchPoints are earned. Unless used prior to the expiration date, the TouchPoints shall expire on such date. Upon expiration, unused TouchPoints will be removed from the TouchPoints Relationship account as of the expiration date and cannot be re-credited. It is the TouchPoints Relationship holder's responsibility to be aware of both the number of TouchPoints in his account, and their expiration date. This can be monitored at any time online at ADCB Personal Internet Banking.

5. Statement

A record of TouchPoints activity for each TouchPoints Relationship will be mailed (electronically or otherwise) in the form of a statement to the TouchPoints Relationship holder or primary signatory thereof by ADCB (the "Statement") on a regular basis. TouchPoints shall be transferred on a periodic basis from the TouchPoints Relationship into the TouchPoints account for the purpose of accruing TouchPoints (the "TouchPoints Account"), and all the TouchPoints shall accrue and expire as described in these Terms and Conditions and the terms and conditions contained in the Statement. A TouchPoints Relationship holder may access a copy of his/her Statement online at ADCB Personal Internet Banking. Any discrepancy on the Statement must be reported to ADCB within fourteen (14) days of the Statement date and such reporting is subject to the terms and conditions contained herein and in the Statement.

6. Redemption of TouchPoints

6.1 Provided that the TouchPoints Relationship is active and in good standing, and subject to the approval by ADCB, TouchPoints may be redeemed

- (i) In exchange for redemption vouchers, or
- (ii) vouchers for specific merchandise.

6.2 Only TouchPoints that are transferred to, and registered in, a TouchPoints Account, at the time of redemption, are eligible for redemption. The ADCB Records shall be conclusive evidence in respect of the number of TouchPoints registered and credited to a TouchPoints Account and available for redemption.

6.3 The redemption of TouchPoints may be done either by calling ADCB Customer Contact Center (800 5626) or through ADCB Personal Internet Banking. Any instructions conveyed by the TouchPoints Relationship holder will be governed by the terms and conditions of the respective mode of redemption. ADCB, at its discretion, may act upon the instructions received through these modes of redemption.

6.4 In the case of joint or multiple TouchPoints Relationship Account holders, only the primary (first) signatory is eligible to redeem the TouchPoints. Additional TouchPoints Points, however, may be purchased for a nonrefundable fee if agreed by ADCB. For more

information regarding this option, contact the ADCB Customer Contact Centre.

6.5 In cases where TouchPoints are subtracted from the TouchPoints Account, it may reduce or eliminate the accumulated TouchPoints resulting in a negative or zero TouchPoints Account balance. If such TouchPoints are subtracted from the TouchPoints Account after a reward for redemption has been selected that reduces the TouchPoints balance below the amount required for such reward redemption, ADCB may, at its discretion, suspend delivery of the ADCB Reward or debit the card value of the ADCB reward from a debitable (as defined below) ADCB account/ Credit and Covered Card account. Any newly accrued TouchPoints will be used to offset the negative TouchPoints Account balance until such balance has returned to zero.

6.6 TouchPoints redemptions (each an "ADCB Reward") are subject to ADCB approval, ADCB terms and conditions for the relevant ADCB Reward, availability of the ADCB Reward at the time the redemption is requested, as well as restrictions imposed by any supplier or issuer of the ADCB Rewards.

6.7 Details of the ADCB Rewards available for TouchPoints Program are set out in, and redeemable from, the ADCB TouchPoints Online Catalog for Goods and Services available online through ADCB Personal Internet Banking or may be redeemed over the phone by contacting the ADCB Customer Contact Centre (800 5626). Reasonable efforts have been made to ensure that the information contained in the ADCB Rewards Online Catalog for Goods and Services is accurate. ADCB is not responsible, and shall not be held responsible, for any errors, inaccuracies or omissions appearing therein.

6.8 Redemption vouchers authorize you to redeem the vouchers / pick up the specified rewards at / from ADCB -authorized merchants and are subject to the terms and conditions as may be prescribed by the issuer or supplier thereof from time to time.

6.9 Once issued, redemption vouchers are not exchangeable, returnable, refundable, or redeemable for cash or credit, nor will they be replaced in the event of loss, damage or destruction. Once submitted, an order for a redemption voucher cannot be cancelled, revoked, transferred or changed by you in any manner.

6.10 Redemption vouchers are sent to the TouchPoints Relationship holder's billing address on ADCB Records. If you wish to have them sent to a different address, the address contained in your account profile must be updated prior to redeeming any TouchPoints. ADCB will not be responsible for any redemption vouchers sent to the wrong address or returned as a result of your failure to update your account profile information.

6.11 ADCB is not, and shall not be considered, at any time, as the supplier of an ADCB Reward, or an agent or representative thereof, and ADCB shall not be held liable for failure on the part of a supplier to provide an ADCB Reward, upon its stated terms and conditions, should an ADCB Reward be received in a damaged or defective condition.

6.12 The TouchPoints Relationship holder must notify the supplier of such damage or defect within the stipulated number of days as mentioned on the date of the receipt. ADCB shall use reasonable efforts to convey the TouchPoints Relationship holder's complaint to the supplier and arrange, whenever possible, for an appropriate replacement thereof. Notwithstanding the foregoing, ADCB shall not be held responsible in any manner whatsoever for damaged or defective ADCB Rewards.

7. Forfeiture of TouchPoints

All TouchPoints of a TouchPoints Relationships shall be forfeited, no additional TouchPoints shall accrue in a TouchPoints Account and any unprocessed redemption requests shall be cancelled immediately in the following circumstances:

- (a) the TouchPoints Relationship has been closed or is not in good standing (as determined by ADCB).
- (b) expiry of the ADCB-issued credit or debit or covered card.
- (c) breach of any of the terms and conditions of these Terms and Conditions and/or any other policy incorporated by reference herein.
- (d) any other event, which, at the discretion of ADCB, should result in such forfeiture.

8. Indemnity

8.1 ADCB shall not be liable for losses, damages, expenses, claims or any other liability whatsoever, whether direct, indirect, consequential, incidental, special or punitive, sustained by a TouchPoints Relationship holder as a result of the redemption of TouchPoints, possession and/or use of an ADCB Reward, or in any other way arising from membership in, or in connection with,

the TouchPoints, nor shall ADCB be responsible or held liable for any amounts payable by a TouchPoints Relationship holder to any third party arising out of the purchase, supply, quality, installation, use or otherwise, of an ADCB Reward, or of any negligence, breach of statutory or other duty on the part of ADCB, any supplier, issuer, merchant and/or other person associated in any way, directly or indirectly, with the TouchPoints Program.

- 8.2 ADCB makes no representation and provides no warranty whatsoever, expressed or implied, and undertakes and assumes no liability whatsoever, in respect of the quality or merchantability of any ADCB Reward or the suitability or fitness thereof for any use or purpose. All ADCB Rewards shall be accepted by the TouchPoints Relationship holder at his/her own risk and peril.
- 8.3 ADCB is not responsible for disputes involving TouchPoints or any other aspect of this Program between joint signers of the Account. Any personal liability arising out of the receipt or use of TouchPoints or ADCB Rewards is solely your responsibility.

9. Default

In the event of a breach by a TouchPoints Relationship holder of these Terms and Conditions or of any applicable provisions in any policy incorporated by reference herein, or in the event of failure on part of a TouchPoints Relationship holder to pay for any outstanding dues within the prescribed time set by ADCB or for any other reason whatsoever, ADCB reserves the right, at its discretion, to:

- (i) terminate the TouchPoints Relationship holder's membership in the TouchPoints and close his/her TouchPoints Account;
- (ii) refuse to award TouchPoints;
- (iii) withdraw TouchPoints; and/or
- (iv) refuse to redeem TouchPoints. Such suspension and disqualification of a TouchPoints Relationship holder may result, at ADCB's discretion, in the forfeiture of all of the TouchPoints Relationship holder's TouchPoints.

Appendix A

TouchPoints Relationship*

Sharia compliant Savings/Current /Account

Sharia compliant Term Investment Deposit

Sharia compliant Card: Debit Card/s issued by the Bank/ Credit

Card/s issued by the Bank/ covered card issued by the Bank

Sharia compliant Murabaha Personal Financing (at the discretion of the Bank)

Sharia compliant Murabaha Car Financing (at the discretion of the Bank)

Sharia compliant Ijarah/Forward Ijarah Home Financing

Sharia compliant Investment Products

Electronic Channels

Any other relationship as may be added from time to time

* TouchPoints Earning Table mailed (electronically or otherwise) or made available on www.adcbislamic.com by ADCB to its customers, as the same may be amended from time to time at ADCB's sole discretion without prior notice, shall be incorporated herein by reference. TouchPoints Earning Table shall set forth specific terms relating to each TouchPoints Relationship, and such terms shall be incorporated in these Terms and Conditions.

Appendix B

For Covered Cards & Credit Cards

No Reward Points shall be earned for card transactions related to the following:

- (a) fees, charges and profit;
- (b) cash advances;
- (c) balance transfers;
- (d) Pay Order facility;
- (e) purchase of foreign currency, saving certificates, bonds and other debt instruments;
- (f) net profit due;
- (g) premiums or other payments in relation to insurance products or other products that ADCB may choose to offer;
- (h) bill payments made by utilizing any payment channel provided by the Bank exceeding AED 3,500 every month;
- (i) any payments or amounts deposited or credited to the card account
- (j) Charitable donations (l) transactions conducted at any exchange house;
- (k) Card Transactions incurred by utilizing amounts in excess of the Card Limit;

- (l) Card Transactions incurred by utilizing amounts in excess of the Card Limit;
- (m) transactions that ADCB determines, in its discretion, are disputed, erroneous, unauthorized, illegal and/or fraudulent; and
- (n) any other transactions that ADCB may include on this list from time to time, and
- (o) misuse of the card to effect fictitious transactions through POS terminals at merchant outlets or through other means shall also be excluded for purposes of qualifying for Reward Points.

The Bank shall have the right to determine the maximum number of TouchPoints and/ or similar benefits obtained with respect to a Card from time to time at its sole discretion. However, in any given month, a Cardholder shall only be entitled to TouchPoints and/ or similar benefits for transactions carried out up to the extent of the assigned Card Limit on the Card. Transactions exceeding the assigned Card Limit of the Card shall not be entitled to earn TouchPoints during that month.

For Debit Cards

No Reward Points shall be earned for the Bank debit card(s) transactions related to the following:

- (a) Charges and fees;
- (b) Cash withdrawals;
- (c) Cash back from Point of Sale (POS) transactions;
- (d) Foreign currency purchases; traveler's checks;
- (e) Premiums or other payments in relation to insurance products;
- (f) Transactions that the Bank determines, in its discretion, are disputed, erroneous, unauthorized, illegal and/or fraudulent; and
- (g) Any other transactions that the Bank may include on this list from time to time.

For Electronic Channels

No Reward Points shall be earned for funds transfer between ADCB accounts

For Sharia compliant Financing Facilities

For Sharia compliant Financing Facilities (including without limitation Personal Financing, Car Financing and Property Financing) TouchPoints will be credited to the TouchPoints Account upon expiration of at least thirty (30) days from activation of an account and only if such account remains active and in good standing during such period. The number of TouchPoints credited to the TouchPoints Account may be limited on a case to case basis depending on the type and amount of accrual in the TouchPoints Account.

For Investment Products

TouchPoints shall be earned only on successful issuance of the Investment Product/s.

4. PERSONAL PAYMENT PLAN ("PPP")

The following terms and conditions are applicable to the Personal Payment Plan product:

- 4.1 Personal Payment Plan shall mean a payment plan that may be offered by the Bank to a Cardholder under which he/she may select to pay in equal monthly instalments the amount charged by any Merchant for purchase of goods, services, benefits or reservation (the "Purchase Price") by the use of the Card or the Card numbers or in any other manner including without limitation mail, telephone or facsimile orders or reservations authorized or made by the Cardholder, regardless of whether the Cardholder signs a sales slip or other voucher or form ("Transaction") in accordance with and subject to these terms and conditions.
- 4.2 The PPP is offered exclusively to Cardholders, as long as the Cardholders' Card Account is in good standing. Every Cardholder is automatically eligible to participate in the PPP provided the Purchase Price is not less than UAE Dirhams five hundred (AED 500) and in all cases shall not exceed the Cardholder's unutilized Card Limit.
- 4.3 A Cardholder interested in availing the PPP must after purchase of the goods, services, benefits or reservation contact the ADCB Contact Centre at their toll free number 800 5626 and request to convert the Transaction to PPP. The Cardholder must also select the tenor of the PPP of six (6), nine (9), twelve (12), eighteen (18) or twenty four (24) months or such other tenors that may be offered by the Bank.
- 4.4 The Bank will, after verifying the identity of the Cardholder, process the Cardholder's request in accordance with these terms and conditions. The Bank may approve the conversion of a Transaction to PPP at its sole discretion and reserves the absolute and unqualified right to refuse a Cardholder's request in this

- regard without assigning or stating any reason for such refusal. The Bank may by notice to the Cardholder cancel its commitment to convert the repayment of a Transaction to PPP or reduce the amount which can be converted to PPP.
- 4.5 If the Bank approves the conversion of a Transaction to PPP, the Bank in the first Statement of Account sent to the Cardholder following the conversion of a Transaction into PPP will state the Transaction that has been converted into a PPP, the amount of monthly repayment installment payable under the PPP and the pending number of instalments. Each monthly installment under PPP will include amounts for the repayment of principal and charges.
- 4.6 Subject to the Bank agreeing to convert the Transaction to PPP, and in consideration thereof, the Cardholder agrees to repay the Purchase Price each month and all charges and fees applicable to PPP (the "Total PPP Price").
- 4.7 The PPP monthly installments shall be included in the Minimum Payment Due and billed to the Cardholder in the Statement of Account. Billing shall commence from the first Statement of Account sent to the Cardholder following the conversion of a Transaction into PPP.
- 4.8 The Cardholder shall be liable to pay the monthly instalment billed to the Statement of Account regardless of the Cardholder's utilization or non-utilization of the Credit Card.
- 4.9 If the Cardholder fails to make payment in full of two (2) consecutive PPP monthly installments, the Bank will cancel the PPP and the entire outstanding amount under the PPP shall become payable forthwith together with any charges as may be prescribed by the Bank.
- 4.10 The Cardholder may prepay the outstanding amount under a PPP to the Bank in one (1) lump sum payment. If the Cardholder returns the goods purchased under a PPP or the Transaction is otherwise canceled, then any refunds received by the Cardholder shall be utilized to prepay the outstanding amount under the PPP. A prepayment fee of UAE Dirhams one hundred (AED 100) per Transaction or such other charge as may be prescribed by the Bank from time to time shall be charged to the Cardholder in this case.
- 4.11 The Bank reserves the right, at its sole discretion, to declare all outstanding amounts under the PPP including all fees, charges and costs and all other amounts payable to the Bank to be immediately due and payable.
- 4.12 The Cardholder certifies that all information provided to the Bank in connection with an application for PPP is complete, true and accurate.
- 4.13 The Cardholder agrees that the Cardholder's application for PPP establishes the Cardholder's full and informed consent to these terms and conditions.
- 4.14 The Cardholder is aware of and consents to the risks associated with transmitting instructions ("Instructions") to the Bank via telephone and/or facsimile. The Bank is irrevocably authorized to rely on the Instructions as constituting genuine, true, accurate, complete and enforceable Instructions, and the Cardholder shall not contest the authenticity of the Instructions believed by the Bank in good faith to be issued by the Cardholder. The Bank has no duty to obtain confirmation or make enquiry as to the Instructions. At the Bank's sole discretion, the Bank may decline to act upon the Instructions or request verification of the Instructions by such means as the Bank may deem appropriate.
- 4.15 The good(s) and any and all replacements, accessions and accessories thereto purchased by the Cardholder under the PPP shall be the Bank's absolute property until the Total PPP Price is paid in full and all of the PPP terms and conditions are completely complied with. The Cardholder will not be the owner of the good(s) until such date. The Cardholder shall not sell, rent, mortgage or assign the good(s) or encumber the good(s) or waive its acquisition or in any other way deal in the good(s) or transfer any interest therein to any person or party. The Cardholder shall exercise proper diligence in the use and maintenance of the good(s).
- 4.16 The Bank will not be liable for any damage or loss incurred by the Cardholder arising out of the purchase, installation, use or otherwise of the goods, services, benefits and/or reservations under the PPP nor shall the Bank be responsible in any way for their quality. Any complaint as to the quality of the goods, benefits or reservations purchased or services rendered through the PPP shall be referred to the relevant Merchant and shall not affect the Cardholder's obligation to continue paying the PPP monthly installments to the Bank. The purchase of the goods, services, benefits and/or reservations under the PPP shall be subject to the terms and conditions of the Merchant or provider of such goods, services, benefits and/or reservations which are of no concern to the Bank or to the obligation of the Cardholder to pay the PPP monthly installments to the Bank.
- 4.17 The Bank is entitled at any time and without any prior notice or liability to the Cardholder in any manner whatsoever to terminate the PPP or cancel or vary its benefits or features, or vary, or add or delete any of the PPP terms and conditions. However, such termination, cancellation or variance shall not affect transactions concluded by the Cardholder and accepted by the Bank under the PPP before such decision nor the Cardholder's obligation to pay the PPP monthly installments with respect to such transactions.
- 4.18 The Bank reserves the right to disqualify any Cardholder from further participation in the PPP, if in its judgment, that Cardholder has in any way violated any of these terms and conditions. Suspension and disqualification shall not lead to termination of transactions already concluded by the Cardholder and accepted by the Bank before such decision nor the Cardholder's obligation to pay the PPP monthly installments with respect to such transactions.

5. PURCHASE PROTECTION

The rights and obligations of any Cardholder subscribing to the Purchase Protection benefit shall be governed by the following terms and conditions.

- 1.1 'Covered Account' means an account issued by the insured as stated in the policy form.
- 1.2 'Insured Person' means the holder of the valid, current Covered Account (eg. Infinite credit card holder)
- 1.3 'Covered Purchase' means an item purchased by an insured person and paid for by using a covered account. For a purchase to be considered as a covered purchase, the entire purchase amount or the item must have been made through the covered account.
- 1.4 'Coverage' means if a covered purchase or a purchase covered is given as a gift, is stolen or damaged, benefits will be paid. Coverage in excess of any other applicable insurance or indemnity the Insured person may have. The company shall be liable only for the lesser of the following amounts: 1. the amount of the covered purchase, or 2 the actual cost to repair or replace the covered purchase with an item of like kind and quality.
- 1.5 'Covered Article' means an article purchased by an Insured Person, either for himself or as a gift, and entirely paid for by means of a Covered Account, excluding
- motorised conveyances of any nature whatsoever and including engines and equipment and any accessory intended solely for use in the conveyance
 - land or buildings (including but not limited to homes and dwellings)
 - travellers cheques, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent
 - plants or animals
 - consumables and perishables
 - services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advice of any kind).
- 1.6 'Theft' means unauthorised removal of a Covered Article from the possession of the Insured Person or of the person to whom it has been given as a gift with intent to permanently deprive him of it.
- 1.7 'Common Carrier' means an individual or commercial concern which undertakes transportation of goods or passengers for hire or reward.
- 1.8 'Insurer' or 'Insurers' means that entity providing the insurance contemplated under the terms and conditions of this Section.
- ### 2. Insuring Clause
- In the event of the direct physical loss of or damage to a Covered Article within the covered period the Insurers will pay, subject to the conditions and exclusions of the insurance set forth in this section, either
- the cost of the Covered Article; or
 - the actual cost to repair or replace the Covered Article with an article of like kind and quality.

3. Sum Insured**Rewards Card**

Per Item: US\$2,000/-

Per Occurrence: US\$8,000/-

Subject to an individual aggregate limit of US\$15,000/- per card holder, per annum.

Platinum Card and Infinite Card

Per Item: US\$4,000/-

Per Occurrence: US\$16,000/-

Subject to an individual aggregate limit of US\$30,000/- per card holder, per annum.

4. Exclusions

The Insurers will not pay:

1. the first amount of each and every loss shown as "Deductible" in the relevant agreement;
2. more than the Limit of Indemnity stated in the relevant agreement;
3. for loss or damage which is covered under any other insurance or which would be so covered but for the existence of this Insurance;
4. any amount by way of contribution;
5. claims for loss of or damage to jewellery, cameras or video recording equipment contained in baggage which is neither carried by the Insured Person by hand nor under the personal supervision of the Insured Person;
6. claims for articles which the Insured Person damages through alteration (including cutting, sawing or shaping) or abuse;
7. claims for loss by Theft where Theft cannot be substantiated;
8. claims for loss of or damage to property whilst in the care, custody or control of any Common Carrier unless the Insured Person is accompanying the same;
9. for loss or damage arising from the illegal act of the Insured Person;
10. for loss from unattended vehicles;
11. for loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to the failure or the fear of failure or the inability of any computer equipment or any computer program to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date whether the property of the Insured Person or not

Exclusion 11 applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense; for loss or damage arising directly or indirectly from

- a) wear and tear, gradual deterioration, moth, vermin and inherent product defect;
- b) actual or threatened war, invasion, act of foreign enemies, hostilities, insurrection, (whether war be declared or not), terrorism civil war, rebellion, revolution, military or usurped power, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- c) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
- d) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- e) confiscation by any government, public authority or customs official;
- f) fraud or deception.

5. Conditions

Coverage is provided by this Insurance subject to observance of the following conditions:

1. Exercise of due care: The Insured Person must take all necessary action to avoid or diminish loss or damage to Covered Articles.
2. Notification of Claims: If any loss occurs, notice of claim must be provided to the Insurers within 21 days following the date of the loss.
3. Claims Forms: The Insurers or their authorised claims agent, upon receipt of a notice of claim, will furnish to the Insured Person the necessary forms for filing proof of loss.
4. Proof of Loss: Written proof of claim, which shall include the purchase invoice and the Covered Account sales voucher or statement as evidence of payment by means of the Covered

Account, together with any other information or documentation necessary to support a claim must be furnished to the Insurers or their authorised Claims Agent within ninety (90) days following the date of the loss. The Insurers will only pay claims that are completely substantiated in the manner requested within twelve (12) months following the date of the loss.

5. Reporting requirements: Claims for Theft or loss of Covered Articles will not be considered unless the Theft or loss is reported to the police, immediately upon discovery or an appropriate authority where the incident took place, and a written report obtained.
6. Time of Payment of Claims: Valid claims payable under this Insurance for any loss or damage will be paid immediately upon receipt of the written proof of such loss or damage and all required information or documentation necessary to support the claim. The Insurers may in any claim for damage recoverable hereunder, require the Insured Person to send the damaged article to an address designated by the Insurers at his own expense.
7. Payment of Claims: All claim payments will be made to the Insured Person.
8. Legal Actions: No action at law or in equity shall be brought to recover on this Insurance prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Insurance.
9. Insurer's Right of Recovery: The Insurers may at their own expense take proceedings in the name of the Insured Person to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this Insurance and any amount so recovered or secured shall belong to the Insurers.
10. Examination and Audit: The Insurers shall be permitted to examine the Insured Person's records relating to the Insurance during normal business hours and upon reasonable advance notice at any time during the Insurance term and within three years after expiration of the Insurance or until final adjustment and settlement of all claims hereunder, whichever is later.
11. Cancellation: The Insurers may cancel this Insurance at any time by written notice delivered to the Insured Person or mailed to the last address as shown on the records of the Insurers, stating when, not less than 90 days thereafter, such cancellation shall be effective; the Insured Person may cancel this Insurance at any time by written notice delivered or mailed to the Insurers effective on receipt or on such other date as may be specified in the notice. In the event of such cancellation by either the Insurers or the Insured Person, the Insurers shall promptly return the unearned premium paid, if any, and the Assured shall promptly pay the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.
12. Misrepresentation and Fraud: Coverage as to an Insured Person shall be void if, whether before or after a loss, the Insured Person has concealed or misrepresented any material fact or circumstances concerning this Insurance or the subject thereof, or the interest of the Insured Person therein, or if the Insured Person commits fraud or false swearing in connection with any of the foregoing.

6. Claims Procedure

For details on the procedure to raise a claim, please contact the ADCB Contact Centre or ABU DHABI NATIONAL TAKAFUL COMPANY PSC at:

ADCB IBD Contact Centre

P. O. Box 939

Abu Dhabi, U.A.E.

Tel : 800 5626

ABU DHABI NATIONAL TAKAFUL COMPANY PSC

3rd Floor, C6, Sheikh Fatema Complex, Bateen,

Post Box No. 35335,

Abu Dhabi, U.A.E.

Telephone No. 02-4107700, Fax No. 02-4107800

6. GENERAL CONDITIONS FOR PURCHASE PROTECTION

1. Subject to these terms and conditions and unless the context hereof otherwise requires, the Purchase Protection shall also be governed by the terms and conditions of the Card contained in Part 1 hereof.
2. The Bank does not offer insurance advice or underwrite or issue insurance policies. The Purchase Protection is underwritten and

issued by an Insurer who is licensed in the UAE and is not the obligation of the Bank.

3. The Bank shall not at any time be deemed as an agent or representative of the Insurer. Cardholder shall raise any claims, complaints and/or disputes directly with the Insurer.
4. The territorial limit for the Purchase Protection is 'worldwide'.
5. These terms and conditions are subject to the jurisdiction of the competent courts in the United Arab Emirates.

7. CREDIT SHEILD TAKAFUL COVER

The rights and obligations of any card holder subscribing to the Credit shield benefit shall be governed by the terms and conditions provided separately.

8. ADCB MOBILE BANKING SERVICES

ADCB's Mobile Banking Services is governed by these Terms and Conditions. Other terms and conditions governing your Account(s) with ADCB will continue to be applicable save where such other terms and conditions are in conflict with these Terms and Conditions, in which event these Terms and Conditions will govern. By registering for and using the Mobile Banking Services you acknowledge and accept these Terms and Conditions and ADCB's Account Operating Terms and Conditions.

1. Definitions

In these Terms and Conditions where the context so admits the following expressions shall have the meanings herein designated unless the context otherwise requires:

"Account" means the savings, current, fixed deposit, credit card or any other account which the Customer has with ADCB

"Alerts" means customized messages relating to pre-determined and linked accounts of the Customer in response to the Triggers sent by SMS.

"Branch" means the ADCB branch with which the Mobile Banking Account is maintained.

"CSP" means the Cellular Service Provider with whom ADCB has an arrangement for providing the Mobile Banking Services.

"Requests" means any request of the Customer for information relating to or for execution of transactions on the Mobile Banking Account and response thereto by ADCB.

"SMS" means short messaging service sent over a mobile phone, e-mail, fax or other modes of communication.

"Mobile Banking Account" means any Account for which the Mobile Banking Services are utilized.

"Mobile Banking Services" means the Alert services and Requests services and any other additional services that may be provided by ADCB to the Customer from time to time using SMS.

"Triggers" means the customized triggers to be set or placed by the Customer with ADCB with respect to specific events or transactions relating to the Mobile Banking Account in order to enable ADCB to send the corresponding Alerts to the Customer and generalized alert messages (example: birthday greetings, launch of service notices) sent by ADCB from time to time.

2. General

- 2.1 The Customer understands that the SMS Banking Services comprises of Alert services and Request services.
- 2.2 Under the Alert services ADCB will send the Customer customized alert messages with respect to events/transactions relating to the Customer's Mobile Banking Account(s) with ADCB. The Customer understands that ADCB- may, from time to time, send the Customer additional Alerts that are relevant to the Customer's Account(s) or ADCB's products. The Customer consents to receipt of such Alerts. The Customer may request ADCB not to send the Customer Alerts unrelated to the Customer's Account(s).
- 2.3 Under the Request services, the Customer can send a request by way of an SMS to a telephone number provided by ADCB requesting information relating to the Customer's Mobile Banking Account(s) or executing transactions relating to payment of utility bills, [internal & external] transfer of funds to or from any Account and payment of credit card bills, card activation, cheque book request, Wasel (and others) top-up & renewal. Includes current and proposed transactions that the Bank may introduce from time to time. Upon execution of the transaction ADCB shall send a SMS to the Customer confirming such execution.
- 2.4 In order to avail the Mobile Banking Services, the Customer must register for Mobile Banking Services at any of the branches of ADCB or through ADCB Personal Internet Banking, the Bank's

Phone Banking, or SMS a telephone number provided by the Bank. The Customer understands that such registration for the Mobile Banking Services will be deemed to be the Customer's agreement to these Terms and Conditions. ADCB reserves the right to accept or refuse the Customer's registration application without providing any reason.

- 2.5 The Customer shall advise ADCB immediately in the event of any change in any of the information it provides to ADCB in connection with the Mobile Banking Services, i.e. the Customer's mobile number, e-mail account, fax number, etc. ADCB will not be liable for the failure of the Customer to receive an Alert or for the failure to execute a Request if the Customer fails to provide updated information to ADCB. The Customer agrees to provide any additional information required by ADCB, from time to time, for the purpose of making the Mobile Banking Services available to the Customer. The Customer certifies that the specifics of the Customer's relationship record with ADCB are correct. The Customer shall advise ADCB immediately in the event there are any changes in such record.

3. Availability

- 3.1 The Mobile Banking Services are available to the Customer at the Customer's request. At the sole discretion of ADCB, the Mobile Banking Services may be discontinued in part or in full at any time, without notice.

- 3.2 The Alerts and Requests will be sent to the Customer only if the Customer is within the coverage area of the CSPs or within the areas forming part of the roaming network of such CSPs.

- 3.3 ADCB may, if feasible, extend the SMS Banking Services to other cellular service providers as will be notified by ADCB from time to time.

4. Process

- 4.1 To receive Alerts, the Customer will need to provide to ADCB set Triggers either

- (i) over the Bank's website through the ADCB Personal Internet Banking;
- (ii) through the Bank's Phone Banking or
- (iii) through written instructions.

- 4.2 The Customer is responsible for informing himself with the process for using Mobile Banking Services and ADCB is not responsible for any error by the Customer in setting the Triggers.

- 4.3 To set Triggers through ADCB's website, the Customer may be required to use the ADCB Personal Internet Banking and the terms and conditions relating thereto will apply. To set Triggers through ADCB's Phone Banking the Customer will be required to use his PIN and the terms and conditions of ADCB Phone Banking will apply to such usage. The terms and conditions relating to the ADCB Personal Internet Banking and ADCB Phone Banking must be read in conjunction with and in addition to these Terms and Conditions. To set the Triggers by written instructions, the Customer must fill in the prescribed application form and sign the same and deliver it by fax/ courier to ADCB in order for ADCB to set the Alerts for the Customer after verification of such application.

- 4.4 The Customer acknowledges that ADCB may at a later stage send Alerts and Requests via additional mediums of communication. Initially, Alerts and Requests shall be sent via e-mail and through SMS messages to the mobile phone of the Customer. ADCB may, from time to time, change the features of any Trigger or Alert or Request. The Customer will be responsible for keeping himself updated as to the available Triggers or Alerts or Requests, which will be notified by ADCB over its website. The Customer may, from time to time, change or add to the Triggers he has selected without the necessity of a new registration.

5. Joint Accounts

For joint accounts the Mobile Banking Services will be available only to the primary or first named signatory.

6. Setting Triggers/ Receiving Alerts/ Sending Requests/ Receiving Information

- 6.1 ADCB will not acknowledge receipt of any Triggers sent by the Customer nor will ADCB be responsible to verify any Triggers and/or Requests or the Customer's mobile phone number. ADCB will endeavour to give effect to Triggers and/or Requests on a best effort basis and as soon as practically possible.

- 6.2 ADCB may, in its discretion, not give effect to any Triggers and/or Requests if ADCB has reason to believe in its sole discretion that the Triggers and/or Requests are not genuine or otherwise improper or unclear or raise a doubt or cannot be put into effect. ADCB will in such event be under no duty to notify the Customer of its decision.

- 6.3 The Customer is responsible for notifying ADCB of any change in his phone number or e-mail address or Mobile Banking Account details, and ADCB will not be liable for the Customer's receipt of (or failure to receive) Alerts or Requests over the Customer's mobile phone number or email address recorded with ADCB.
- 6.4 The Customer acknowledges that to receive Alerts and Requests, Customers mobile phone must be in an «on» mode. If the Customer's mobile phone is kept «off» for a continuous period of forty eight (48) hours from the time of delivery of an Alert or Request message by ADCB, that particular message may not be received by the Customer.
- 6.5 Triggers and Requests will be processed by ADCB upon receipt by ADCB. The Customer acknowledges that there will be a certain time lag between ADCB processing the Triggers and Requests and sending the Alerts, information requested and confirmation of execution of a Request.
- 6.6 The Customer acknowledges that the SMS Banking Services are dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by ADCB and the Customer. The Customer accepts that timeliness, accuracy and readability of Alerts, information and confirmation of execution of Requests sent by ADCB will depend on factors affecting the CSPs and other service providers. ADCB shall not be liable for non-delivery or delayed delivery of Alerts, information and/or confirmation of execution of Requests or errors, losses or distortion in transmission of Alerts, information and/or confirmation of execution of the Requests to the Customer. ADCB shall not be liable for the Customer's lack of receipt of Alerts, information and/or failure to execute Requests due to technical defects in the Customer's phone or any damage or loss incurred by the Customer as a result of use of the Mobile Banking Services (including relying on the Alerts, information and/or confirmation of execution of the Requests) for causes which are not directly attributable to ADCB. ADCB shall not be liable in any manner to the Customer in connection with the use of the Mobile Banking Services.
- 6.7 The Customer accepts that each Alert, information and/or confirmation of execution of the Requests may contain account information relating to the Customer. The Customer authorizes ADCB to send such account-related information. The Customer acknowledges that the Alerts, information and/or confirmation of execution of the Requests sent to him contain confidential information and should such confidential information be sent to another individual through no fault of ADCB, ADCB will not be liable for such disclosure.
- 7. Withdrawal or Termination**
ADCB may, in its discretion and without prior notice, temporarily suspend the Mobile Banking Services or terminate it completely.
- 8. Fees**
The Mobile Banking Services are currently made available by ADCB on a complimentary basis. ADCB reserves the right to and in the future intends to charge the Customer for use of the Mobile Banking Services by the Customer. ADCB shall notify the Customer of such charges, as and when they become applicable. Upon receiving such notice, the Customer will have the right either to choose to pay such charges or to discontinue the Mobile Banking Services. The Customer shall be liable for payment of such airtime or other charges that may be levied by the CSP in connection with sending of the Requests and/or receipt of the Alerts, information or confirmation of execution of Requests as per the terms and conditions of the CSP.
- 9. Disclaimer**
- 9.1 The Customer is solely responsible for protecting his/her PIN, his/her mobile phone number and/or his/her email address.
- 9.2 ADCB will not be liable for
- any unauthorized use of the Customer's PIN or mobile phone or email address for any fraudulent, duplicate or erroneous instructions/Triggers/Requests;
 - acting in good faith on any instructions/Triggers/Requests received by ADCB;
 - any error, default, delay or inability of ADCB to act on all or any of the instructions/Triggers;
 - any loss of any information/instructions/Alerts/Requests in transmission; or
 - any unauthorized access by any other person to any information/instructions/Triggers/Alerts/Requests or any breach of confidentiality.
- 9.3 ADCB will not be concerned with any dispute between the Customer and the CSP or any other third party, and ADCB makes no representation or warranty with respect to the quality of the

service provided by the CSP or any third party and makes no guarantee for timely delivery or accuracy of the contents of each Alert or other information.

10. Disclosure

The Customer accepts that all information/instructions/Triggers/Requests will be transmitted to and/or stored at various locations and will be accessed by personnel of ADCB (and its affiliates) within or outside the United Arab Emirates. ADCB is authorised to provide any information or details relating to the Customer or his/her account to the CSPs or any service providers within or outside the United Arab Emirates.

11. Liability and Indemnity

The Customer shall not interfere with or misuse in any manner whatsoever the Mobile Banking Services and in the event of any damage due to improper or fraudulent use by the Customer, the Customer shall be liable for any damages to ADCB. If the Customer notifies ADCB that it wishes to unsubscribe from the Mobile Banking Services, the Customer shall remain liable for all the Triggers, Alerts, Requests and transactions that occur prior to ADCB deactivating the Customer's Mobile Banking Services.

9. ADCB PERSONAL INTERNET BANKING SERVICES

As a user of ADCB Personal Internet Banking - retail internet banking service, it is important for you to carefully read these terms before using the ADCB Personal Internet Banking. By registering for and using ADCB Personal Internet Banking you acknowledge and accept these terms and our account operating terms and conditions:

Abu Dhabi Commercial Bank's (ADCB) ADCB Personal Internet Banking is governed by these Terms. Any written terms and conditions (other than these) which affect your Account(s) will continue to apply. Where such other terms are different to these Terms, these Terms will take precedence with regard to ADCB Personal Internet Banking.

1. Defined Terms

- Account(s) means account(s) you have with ADCB operable through its branches in the U.A.E., which ADCB has determined, is accessible by ADCB Personal Internet Banking, including any new accounts opened from time to time.
- Account Holder means a person who has an Account in his/her name held either singly or jointly with another and who has subscribed to ADCB Personal Internet Banking.
- AED means the U.A.E. Dirham.
- Banking Day means any day on which banks in U.A.E. are open for business.
- ADCB means Abu Dhabi Commercial Bank, P.O. Box 939, Abu Dhabi, United Arab Emirates operating through its branches in the U.A.E.
- Instruction(s) means any request or instruction to ADCB which is effected through ADCB Personal Internet Banking.
- ADCB Personal Internet Banking means the retail internet banking service that ADCB makes available in its website, accessible through the internet network, to enable the electronic receipt and transmission of information and Instructions (including in relation to an Account).
- Password is a unique 8 character alpha-numeric expression used to access ADCB Personal Internet Banking.
- Terms mean these terms and conditions, as amended from time to time.
- U.A.E. means United Arab Emirates
- You means an Account Holder who has accepted these Terms and your has a corresponding meaning.
- User ID means your 8-20 digits identity number assigned to you by ADCB for accessing ADCB Personal Internet Banking.
- We means Abu Dhabi Commercial Bank and us and our has a corresponding meaning

2. Acceptance of ADCB Personal Internet Banking

- 2.1 By using the ADCB Personal Internet Banking, you acknowledge and accept these Terms as binding. If you have previously used the internet banking service of ADCB, your first use of ADCB Personal Internet Banking is confirmation of your acceptance of the Terms.

3. Use of ADCB Personal Internet Banking

- 3.1 In order to use ADCB Personal Internet Banking you must maintain an Account with ADCB in the U.A.E and you must be registered by ADCB for use of ADCB Personal Internet Banking. ADCB reserves the right to refuse any application for use of ADCB Personal Internet Banking. Registration is done by your submission of an online registration form and our acceptance of the same signified by confirmation on your computer screen that you have been successfully registered.
- 3.2 ADCB Personal Internet Banking can be used to view the balance of any Account, transfer funds to or from any Account, view your Account statement, give standing order payments in relation to any Account and update your personal details held by us for any Account.

AUTHORITY TO ACT ON INSTRUCTIONS

- 3.3 You agree to irrevocably and unconditionally accept as binding any Instruction made or given in connection with ADCB Personal Internet Banking at your own risk and responsibility.
- 3.4 You agree that any Instruction received by us shall be deemed to have been authorised and to have originated from you, even if they may conflict with any other mandate given at any time concerning your Accounts or affairs and you authorise us to debit your Accounts with any amounts we have paid or costs incurred in accordance with any Instructions.
- 3.5 You agree that we can act on any Instructions issued by you or purportedly issued by you without obtaining any further written or other confirmation from you, even if the Instructions are not issued or authorised by you.
- 3.6 You agree that any person who uses your User ID and Password will be allowed access to ADCB Personal Internet Banking and to your Account. We are not obliged and will not further check the identity of such person or the authenticity of an Instruction given by him/her.
- 3.7 If ADCB has Instructions for more than one payment from an Account on the same day, it will determine the order or priority in which the payments are made.
- 3.8 We will make reasonable efforts to modify, not process or delay processing any Instruction where you request us to do so but we shall not be liable for any failure to comply with such request.
- 3.9 We are not liable for any failure by any third party with which you have accounts or for any delay or other shortcoming of any such party.
- 3.10 You are responsible for the accuracy of your Instruction and we shall not be liable for any consequences by reason of any erroneous Instruction issued by you.
- 3.11 ADCB may reset your User ID or Password at any time, by notifying you in writing. You may also change your Password at any time by contacting the Internet support team of ADCB.

DELAY OR REFUSAL TO ACT ON INSTRUCTIONS AND NON-AVAILABILITY OF ADCB Personal Internet Banking

- 3.12 We may refuse to act on an Instruction, including without limitation:
- if we suspect or reasonably consider your Instruction not to be accurate or authentic;
 - if we may be in breach or contravention of any laws, regulations or other such duty by acting on such Instruction;
 - if a transaction exceeds a particular value or other limit;
 - if we know or suspect a breach of security; or
 - by reasons of conditions beyond our control(including any systems or equipment failure or other force majeure causes).
- 3.13 You agree that ADCB may delay acting upon an Instruction or ask for more information before acting on an Instruction.
- 3.14 We may, at any time, suspend access to ADCB Personal Internet Banking provided to you where we consider it necessary or advisable to do so.
- 3.15 You agree that routine maintenance requirements, excess demands on the systems and circumstances beyond our control may result in ADCB Personal Internet Banking not being available during its normal operating hours.

4. Security Procedures

- 4.1 To enable you to use ADCB Personal Internet Banking we will give you a User ID and an initial Password. Your User ID and your Password will be used to identify you whenever you access ADCB Personal Internet Banking.

- 4.2 ADCB may from time to time provide guidelines for ensuring the security of a User ID and Password.

- 4.3 ADCB may deactivate a User ID or Password at any time without notice if it believes they are being misused.

5. Your Responsibilities

- 5.1 You have sole responsibility for:
- ensuring availability of sufficient funds in the Account to which ADCB Personal Internet Banking relates before effecting any transfers. If for any reason an Account is overdrawn by the use of ADCB Personal Internet Banking, you shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other account maintained with us or with another bank.
 - acquiring and maintaining any equipment required for your continued access to and use of ADCB Personal Internet Banking (such as your telephone or computer), and for your own computer's anti-virus and security measures including the adequate protection and back up of data and/or equipment and to undertake reasonable precautions to scan and protect your internal computer systems and applications free from any computer viruses or other destructive properties;
 - complying with our general terms and conditions of operating account(s) including the Accounts;
 - the accuracy of all information transmitted to our systems by you;
 - using ADCB Personal Internet Banking as directed by us; and
 - checking your Account records and statements carefully and promptly notifying us of any discrepancies.

- 5.2 You agree:

- not to interfere with or damage (or attempt to interfere with or damage) any User ID, Password, data or software associated with ADCB Personal Internet Banking;
- to keep your User ID, Password secure and secret at all times and take steps to prevent unauthorised use of it.

In particular:

- never write or otherwise record the User ID or Password in a way that can be understood by someone else;
 - never record/store the User ID and Password together;
 - never disclose the User ID or Password or answers to others including our staff;
 - never select a Password which is easy to guess or which represents your birth date, a recognizable part of your name or any personal details which are easily accessible to third parties such as your telephone number;
 - never record your User ID or Password on any software which saves it automatically;
 - never access ADCB Personal Internet Banking from any computer connected to a local area network (LAN) or any public internet access device or access point without first making sure that no one else will be able to observe or copy your access or get access to ADCB Personal Internet Banking pretending to be you;
- to change your Password on a regular basis;
 - to notify ADCB immediately if a record of your User ID and/or Password is lost or stolen or you become aware or suspect another person knows your User ID or Password or has made unauthorised use of ADCB Personal Internet Banking. ADCB will then, use its best efforts to cancel your Password and arrange for you to select/collect a new one;
 - not to respond to emails asking for secure information, even if they appear to have been received from ADCB. In particular do not disclose your password in any mail to any person including ADCB;
 - to exit ADCB Personal Internet Banking when leaving your computer unattended; and
 - comply with any requirements designed to protect the security of your use of ADCB Personal Internet Banking which are notified by us to you.

- 5.3 You also undertake:
- Personal Internet Banking;
 - not to use ADCB Personal Internet Banking for any illegal or unauthorised purpose; and
 - to execute any additional documents that may be required by us prior to provision of any modified/ additional facilities under ADCB Personal Internet Banking.
- 6. Liability for Unauthorised Transactions**
- 6.1 If any loss of funds arises from any unauthorised transaction on your Account, you will be liable if the loss occurs before you notify ADCB of such unauthorised transaction.
- 6.2 You will be liable for any loss of funds arising from a transaction if:
- the activity was fraudulent,
 - you failed to observe any of the security responsibilities referred to in these Terms; or
 - you have delayed notifying ADCB of the unauthorised transaction.
- 6.3 You will not be liable for:
- a transaction that has been performed through ADCB Personal Internet Banking after you have notified us of any misuse, loss, disclosure or theft of your User ID or Password or
 - the fraudulent or grossly negligent action of ADCB's employees or agents.
- 6.4 You agree that ADCB may disclose information about you or your Account to third parties if it thinks it will help prevent or recover losses.
- 7. Disclaimer and Liability**
- 7.1 You agree that the Internet is not a completely reliable means of communication and should you choose to communicate through such means, you shall do so entirely at your own risk and accordingly you shall indemnify us, our employees, nominees or agents promptly from and against all actions, omissions, negligence, proceedings, claims, demands, damages, losses, costs and expenses including legal costs which we may suffer or incur, howsoever caused, as a result of your use of ADCB Personal Internet Banking.
- 7.2 ADCB does not represent or warrant that ADCB Personal Internet Banking and the website through which ADCB Personal Internet Banking is offered will be available to meet your requirements or that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system.
- 7.3 Due to the open nature of the internet, over which ADCB has no control, ADCB cannot guarantee and nor does it warrant the complete security of your transactions from hacking, unauthorised access, virus attacks and other deliberate attempts by third parties in breaching the latest security features which have been implemented. Nevertheless, ADCB will take all reasonably practicable steps to ensure that your transactions are secure. This includes the installation of security features which are designed to keep all communication private and confidential.
- 7.4 It is your responsibility to ensure that your ability to use ADCB Personal Internet Banking is permitted by the law applicable to you.
- 7.5 ADCB makes no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with ADCB Personal Internet Banking or its website through which ADCB Personal Internet Banking is offered.
- 7.6 ADCB has taken reasonable steps to ensure the accuracy, adequacy or completeness of the information and materials (including text, graphics, links or other items) contained in ADCB Personal Internet Banking and on the website through which ADCB Personal Internet Banking is accessed. However, the use of ADCB Personal Internet Banking and the website through which ADCB Personal Internet Banking is accessed is at your sole risk. Such information and materials are provided on an «as is» and «as available» basis and ADCB does not warrant accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, fitness for a particular purpose and freedom from computer virus is given in conjunction with the information and materials.
- 7.7 Unless otherwise stated or agreed with you, the information contained in ADCB Personal Internet Banking and on the website through which ADCB Personal Internet Banking is accessed has been prepared in accordance with the regulations and laws of the United Arab Emirates and for the supply of products or services within the United Arab Emirates. The information is not directed at you if it does not comply with the laws of the jurisdiction in which you reside or from which you are accessing ADCB Personal Internet Banking.
- 7.8 Our records maintained through computer systems or otherwise, unless proven to be wrong, shall be accepted as conclusive and binding of your dealings with ADCB in connection with ADCB Personal Internet Banking.
- 7.9 ADCB will not be liable to you or any other person for any negligence, breach of contract, misrepresentation, claim, delay, expense, damage or any other liability including legal costs, for any loss however caused (including any loss whether direct, indirect, consequential or incidental) and irrespective of whether any claim is based on the loss of profit, business revenue, investment, goodwill, interruption of business or anticipated savings or loss of data, arising from:
- ADCB acting or failing to act upon any Instructions received from you or genuinely believed by ADCB to have been received from you;
 - any error contained in the information input and transmitted to our ADCB Personal Internet Banking systems;
 - the accessing or use of ADCB Personal Internet Banking using a valid User ID and Password but, in a manner, or for a purpose not authorised by you;
 - the failure of our or your telecommunications systems and communications networks or any mechanical failures, power failures, malfunction, breakdown or inadequacy of equipment;
 - an event or cause reasonably outside our control including but not limited to acts of God, power failure or variation in the supply of power, machinery or systems or processing systems failure, strikes, riots, acts of war, lockouts or industrial disturbances, governmental action, or communication line failures;
 - any fraudulent activity or negligence by you;
 - any delays in the transmission of data between you and any recipient of the information, whether caused by breakdown, viruses or a fault in your equipment or software programs resident on your equipment or our systems;
 - any consequences of any virus or other destructive features which may adversely affect your hardware, software or equipment;
 - the failure of a transaction; or
 - any other cause, except where it is because of gross negligence or willful default on the part of ADCB or breach of a condition or warranty implied by statute in contracts for the supply of goods and services and which cannot be excluded, modified or restricted provided ADCB's liability shall be restricted to supply of the services again, or to the payment of the fees for providing the services.
- 8. Information**
- Where ADCB needs to pass, both inside and outside the U.A.E., information pertaining to you and your Accounts to our head office, subsidiaries, affiliates, associates, branches, service providers, assignees, agents, insurers, third party contractors, third party financial institutions, credit reporting agencies, debt collection agencies or any other persons in order to execute your Instructions or where it reasonably thinks that it is necessary or advisable for such information to be disclosed pursuant to any rule, regulation order of a tribunal, authority, court or government agency or legal advise, you authorise us to transmit and disclose such information about you and your Accounts. ADCB may record telephone calls made to its call centre for transaction verification and quality control training purposes.
- 9. Supplementary Terms, Changes to the Internet Banking Service**
- 9.1 ADCB reserves the right to change these Terms and any other information it has issued about ADCB Personal Internet Banking at any time. Notice of any change to these Terms will be given on your Account Statements or on our Web Site or by an advertisement appearing in the press no later than the date on which the change takes place.

9.2 When we introduce new services under ADCB Personal Internet Banking, we may provide them on supplementary terms which will be notified to you from time to time in accordance with these Terms.

10. Termination of ADCB Personal Internet Banking and the Terms

10.1 You may request termination of your access to ADCB Personal Internet Banking at any time by giving written notice of 21 days to ADCB and you shall be responsible for all transactions until the time of cancellation of your access to ADCB Personal Internet Banking.

10.2 Funds transfers for which Instructions have been given and which are scheduled to be made after termination of your access to ADCB Personal Internet Banking will not be effected by ADCB unless fresh instructions are issued by other means.

10.3 The Terms may be terminated by ADCB at any time with prior notice to you.

10.4 Furthermore, ADCB may by notice in writing to you immediately terminate the Terms if:

- (a) you interfere with our systems or ADCB Personal Internet Banking and cause security concerns;
- (b) you breach any provision of the Terms and fail to rectify the breach within three working days after receiving notice from us requiring the breach to be remedied; or
- (c) you disclose your User ID and/or Password or allow any unauthorised person access to ADCB Personal Internet Banking; or
- (d) in the event of your death, insolvency or lack of capacity.

10.5 On termination of the Terms:

- (a) we may immediately remove your access to our systems and ADCB Personal Internet Banking.

11. Intellectual Property

11.1 Intellectual Property Rights in all information and other materials contained in ADCB Personal Internet Banking, including without limitation to the expression «ADCB Personal Internet Banking» and on the website through which ADCB Personal Internet Banking is provided is owned by or licensed to ADCB. All rights are reserved and no proprietary rights or ownership rights vest in you by reason of the software provided for use of ADCB Personal Internet Banking. You agree to treat the access rights, documentation, or any other information related to ADCB Personal Internet Banking, strictly private and confidential at all times and shall not reproduce, adapt, distribute, display, transmit or otherwise exploit ADCB Personal Internet Banking, the website through which ADCB Personal Internet Banking is accessed or any part of the same or allow access to any other party without the written permission of ADCB. Furthermore, you must not link any other website to our website.

11.2 Any trademarks including logos, trading names, service names, colour schemes, slogans and taglines displayed in respect of ADCB Personal Internet Banking and our website are owned by or licensed to ADCB. Nothing contained on such website should be construed as granting any licence or right to use any such trademarks without the prior written consent of ADCB.

PART 3

ADDITIONAL BENEFITS

These terms and conditions shall be without prejudice to the general terms and conditions contained in Part I hereof titled Covered Card Terms and Conditions governing the issuance and use of credit cards issued by the Bank and the terms and conditions contained in Part II hereof titled Special Benefits terms and conditions which shall also apply to the Platinum Card. The Cardholder shall be deemed to have accepted these terms and conditions herein upon activating the Card.

1. DEFINITIONS

"Platinum Card" means a Card issued by the Bank that is classified as a Platinum Card by the Bank.

2. WELCOME GIFT (NEW CARDHOLDERS ONLY)

The following additional terms and conditions are applicable to the Welcome Gift:

2.1 The benefit is available only to Platinum Cardholders.

2.2 "Welcome Gift" means the Platinum Cardholder Gift.

2.3 "Platinum Cardholder Gift" means "Welcome TouchPoints" or any other gift determined by the bank.

2.4 The Welcome Gift will be offered only to new Primary Cardholders to whom a Platinum Card is issued after May 24th, 2009 or a date as communicated by the Bank and provided the Cardholder has paid the annual fee of the Platinum Card or the New Balance Outstanding in the first or second Statement of Account sent to the Cardholder.

2.5 Cardholder will be intimated electronically when the Welcome Gift has been credited to the Cardholders TouchPoints. The Welcome Gift can be redeemed for any of the available option on the Bank's website.

2.6 The Cardholder must redeem the TouchPoints before the expiry of the TouchPoints validity. No extension of such time period for redemption shall be available.

2.7 Cardholders will not be allowed to exchange the Welcome Gift for any other product and/or service offered by the Bank or request for a cash payment in lieu of the Welcome Gift. The Welcome Gift may not be transferred or sold to any other person. For detailed Terms and conditions on TouchPoints - Rewards Program, refer to Part 2, section 3 of this booklet.

2.8 All Terms and conditions related to TouchPoints - Rewards Program from ADCB will apply. For details, refer Part 2, section 3 of this booklet.

2.9 The Bank is entitled, at any time and without any prior notice or liability to the Cardholder in any manner whatsoever, to terminate and/or withdraw the Welcome Gift and/or cancel and/or vary its benefits or features, and/or vary, add to or delete any of the terms and conditions outlined herein, and/or withdraw or change the Merchants that are designated for the Welcome Gift.

3. GOLF PROGRAM

3.1 Golf Program is only available to qualifying Cardholders of Platinum Card who meet the eligibility criteria as determined by the Bank at its sole discretion from time to time.

3.2 Golf Program allows qualifying Cardholders to access specified golf courses in UAE on first come first serve basis and is subject to availability at participating golf courses.

3.3 To access a golf course, Cardholders are required to make prior reservation with the Bank.

3.4 The Bank shall be entitled to, at its sole discretion, choose the golf course, the day, date and time of access to the golf course.

3.5 Usage of golf course facilities shall also be governed by prevalent terms and conditions as may be prescribed by the management of participating golf courses, and confirmed by the Bank at its sole discretion.

4. MYCHOICE® BONUS TOUCHPOINTS PROGRAM

4.1 The bonus rewards for the MyChoice program will be awarded in the form of TouchPoints.

4.2 The bonus TouchPoints offer is available to all qualifying Cardholders, who meet the eligibility criteria as determined by the Bank at its sole discretion from time to time.

- 4.3 The bonus TouchPoints shall be calculated by the Bank as a percentage of the value of eligible transactions and shall be subject to a maximum limit as determined by the Bank in its sole discretion.
- 4.4 The amount of such percentage is to be determined and amended by the Bank at any time without any prior notice to the customers.
- 4.5 The qualifying bonus rewards will be awarded to customers on a monthly basis in arrears.
- 4.6 Irrespective of the chosen Bonus Rewards Categories customers will earn TouchPoints at a regular rate and in accordance with the Covered Card Terms and Conditions (outline in this document), on all purchases.
- 4.7 These terms and conditions are in addition to the Covered Card Terms and Conditions and except to the extent set out herein, all other Covered Cards Terms and Conditions remain unchanged and in full force and effect, and shall apply equally to these terms and conditions.
- 4.8 ADCB reserves the right to amend or vary the terms and conditions stated herein or withdraw this MyChoice bonus TouchPoints program at any point of time without any notice to the customer.

5. GENERAL

The following terms and conditions shall be applicable to all the benefits set out herein above in this Part III ("Additional Benefits"):

- 5.1 The Benefits will be offered, at the Bank's sole discretion, to Cardholders, provided they meet the eligibility criteria as determined by the Bank from time to time. The Bank reserves the right to refuse to grant a Benefit without revealing the reasons for such refusal.
- 5.2 The books and records of the Bank shall be conclusive evidence in respect of whether or not a Cardholder has qualified for a Benefit.
- 5.3 In addition to any other conditions outlined in these terms and conditions, the Benefits will not be offered if (a) the Card Account is not current (i.e. there are past due balances on the Card Account); (b) the Card Account is not in good standing in the opinion of the Bank; (c) there has been a breach by the Cardholder under any terms and conditions governing the use of the Card by the Card holder; or (d) any other event, which, in the sole discretion of the Bank should result in the cancellation of the Benefit to the Cardholder.
- 5.4 The Bank is entitled, at any time without any prior notice and without being liable to the Cardholder in any manner whatsoever, to terminate the Benefits and/or cancel and/or vary its benefits or features, and/or vary, add to or delete any of the terms and conditions outlined herein, and/or withdraw and/or modify or limit the value of the Cash Transactions that will be required to earn Benefits, if applicable, and/or withdraw and/or the Merchants/ service providers/ travel agents that are designated to provide the Benefits.
- 5.5 The Bank shall not be liable for and shall not entertain claims related to any Benefits or in respect of any services provided by Merchants/ service providers/ travel agents/ Lounges offering the Benefits, including any accidents, injuries, delays, death suffered by the Cardholder and/or any of the other persons utilizing a Benefit.
- 5.6 The Bank shall not at any time be deemed as an agent or representative of the Merchant/ service provider/ travel agent/ Lounges providing the Benefits.
- 5.7 The Benefits are for the personal use of the Cardholders and his/ her immediate family (as defined in above). Any other use of the Benefits including use of the Benefits for business or commercial purposes shall be deemed as wrongful use of the Benefits by the Cardholder and the Cardholder shall be liable to refund the Benefit or the cost of the Benefit to the Bank. The Cardholder shall indemnify and hold harmless the Bank against any wrongful use of the Benefits.

PART 4

MECHANISM OF THE COVERED CARD

1. The mechanism of the covered card the Card is based on the Principal Cardholder providing the Card Limit through a Murabaha facility with the Bank that is equal to the amount the Primary Cardholder wants to be made available for utilization by use of the Card. The payment of the amount utilized and due as a result of such use will be made from the Card Limit.
2. To fund the Card Limit, the Customer may enter into a Murabaha Contract under which the Customer will, through a deferred payment Murabaha, purchase a quantity of specified commodities owned by the Bank (the "Commodities") at the Cost Price.
3. Upon the purchase of the Commodities, the Customer will, directly or through the Bank as its agent, sell the same Commodities to a third party (the "Third Party Purchaser") for an amount equivalent to the Cost Price (the "Sale Price").
4. The Customer appoints the Bank as its agent to collect the Sale Price from the Third Party Purchaser and deposit the Sale Price into the Investment Account. The amount deposited shall constitute the Card Limit and shall be invested by the Bank to obtain the Investment Profit.
5. Subject to paragraph 7 below, the Monthly Murabaha Profit for each month shall, on each Statement Date, be added to the Utilised Amount for the corresponding Statement Period.
6. The Customer shall, for each Statement Period, pay to the Bank the Monthly Murabaha Profit, which is the difference (if any) between (a) the Monthly Murabaha Profit payable by the Customer to the Bank; and (b) the Investment Profit due to the Customer for that Statement Period, provided that for each Statement Period:
 - (a) if the Utilised Portion on the corresponding Statement Date is equal or greater than the Credit Limit, the Customer shall pay the entire Monthly Murabaha Profit and shall not be entitled to any Investment Profit;
 - (b) If the Utilised Portion on the corresponding Statement Date is nil, the Monthly Murabaha Profit payable by the Customer shall be reduced by the Investment Profit earned during that Statement Period;
 - (c) If the Utilised Portion on the corresponding Statement Date is greater than nil but less than the Card Limit, the Monthly Murabaha Profit shall be the difference between the Monthly Murabaha Profit and the Investment Profit for that Statement Period.

In each of the cases above, subject to any discount that the Bank may, in its absolute discretion and without being obliged to do so, grant to the Customer.
7. Any amounts utilised in the Card Account will be funded by way of debit from the Investment Account, which debit shall be by way of electronic entry by the Bank on behalf of the Customer. The Customer shall, at the end of each Statement Period, cause to be redeposited to the Investment Account any amounts withdrawn or utilised from the Investment Account during such Statement Period.

