

TERMS AND CONDITIONS

- ▶ ADCB Self Employed Business Credit Cards



Part 1

ADCB Self Employed Business Credit Card Terms and Conditions

Important: Before you use the Card (as defined below), please read carefully the terms and conditions printed below ("Terms and Conditions"). By signing, activating or using the Card, you have agreed to be bound by these terms and conditions.

1. DEFINITIONS

- (i) **'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.
- (ii) **'Application Form'** means the application form signed by the Company and the Cardholder requesting the issue of the Card.
- (iii) **'Bank'** means Abu Dhabi Commercial Bank PSC, its successors and assignees.
- (iv) **'Business Card Account'** means the ADCB Self Employed Business Credit Card account opened by the Bank in the name of the Company for the purpose of entering all credits and debits received or incurred by the Cardholder under these Terms and Conditions.
- (v) **'Card'** means, a MasterCard / Visa Card designated as ADCB Self Employed Business Credit Card and issued by the Bank to the Cardholder and includes new, renewed and/or replacement Cards.
- (vi) **'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).
- (vii) **'Company'** means the company referred to in the Application Form which has requested the Bank to issue Cards to the Cardholders.
- (viii) **'Cardholder'** means an employee, officer, partner, proprietor of the Company to whom the Bank issues a Card upon the written request of the Company bearing that individual's name.
- (ix) **'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 utilised by the Cardholder) and/or receiving Cash Advances by the use of the Card or the Card numbers or the PIN or in any other manner including without limitation to mail, telephone or facsimile orders or reservations authorised or made by the Cardholder, regardless of whether a sales slip or Cash Advance or other Voucher or form is signed by the Cardholder.

- (x) **'Cash Advance'** means any amount obtained by use of the Card, the Card number or the PIN or in any manner authorised by the Cardholder from the Bank or any other bank or financial institution for debit to the Business Card Account.
- (xi) **'Cash Advance Fees'** means the fee charged by the Bank to the Business Card Account each time a Cardholder obtains a Cash Advance.
- (xii) **'Charges'** means amounts payable by the Cardholder arising from the use of the Card or the Card number or the PIN or otherwise under these Terms and Conditions and includes without limitation all Card Transactions, fees, finance charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Business Card Account and form part of the New Balance Outstanding.
- (xiii) **'Credit Limit'** means the maximum debit balance permitted by the Bank for the Business Card Account for a Card and notified to the Company from time to time.
- (xiv) **'New Balance Outstanding'** means the total debit balance (inclusive of the Charges) outstanding on the Business Card Account payable to the Bank according to the Bank's records on the date the Statement of Account is issued.
- (xv) **'Deposit'** means the amount in cash placed by the Company with the Bank as specified by the Bank as security for the performance of the Company's obligation.
- (xvi) **'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 Company's obligation.
- (xvii) **'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.
- (xviii) **'Minimum Payment Due'** is five percent (5%) of New Balance Outstanding subject to a minimum of AED100. (xix) **'Month'** means calendar month according to Gregorian calendar.
- (xx) **'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.
- (xxi) **'Personal Identification Number'** (PIN) means in relation to a Cardholder the PIN issued to the Cardholder to enable the Card to be used at an ATM.
- (xxii) **'Security'** means either the Deposit or the Guarantee.
- (xxiii) **'Statement of Account'** means the Bank's monthly or other periodic statement sent to the Company showing particulars of the New Balance Outstanding payable to the Bank.
- (xxiv) **'Terminal'** means any automated teller machine or point of sale terminal through which Card Transactions can be performed.

- (xxv) 'UAE' means United Arab Emirates. (xxvi) 'UAE Dirhams' means the lawful currency of the UAE.
- (xxvii) 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.
- (xxviii) Words implying person shall include a sole proprietor, individual, partnership firm, company, corporation or other natural or legal person whatsoever.

2. THE CARD

- (i) The Card will be sent by post or courier to the Company to the address notified to the Bank by the Company at the risk of the Company. The Company in turn will deliver the Card to the Cardholder. The signature of the Company acknowledging receipt of the Card(s) shall constitute receipt of the Card(s) by the Company and the Cardholder.
- (ii) The Cardholder shall be provided, at the Bank's discretion, either a non-activated Card or a pre-activated Card.
- (iii) In the event that the Cardholder is provided a non-activated Card, the following shall apply. Upon receipt of the Card, the Cardholder shall call the Bank at the number specified in order to activate the Card. The Cardholder shall identify himself and advise 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 and the Company's receipt of the Card and acceptance of these Terms and Conditions.
- (iv) In the event that the Cardholder is provided a pre-activated Card, the following shall apply. The Cardholder may use the Card without the need to call the Bank or taking any other action with the Bank.
- (v) The Cardholder's usage of the Card shall constitute binding and conclusive evidence of the Cardholder's and Company's acceptance of these Terms and Conditions.
- (vi) Upon receipt of the Card, the Cardholder shall sign the Card immediately.
- (vii) In the event the 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.
- (viii) The Card is and will, at all times be the property of the Bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorised 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.
- (ix) 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.

- (x) The Card is not transferable and will be used exclusively by the Cardholder and the Company. The Company and/or the Cardholder may not pledge the Card as security for any purpose whatsoever.
- (xi) The Company shall ensure that the Cardholder shall at all times ensure that the Card is kept in a safe place. The Company and 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

- (i) The Card may be used globally for Card Transactions within the Credit Limit and until the expiry date embossed on its face. The Company shall be responsible to notify the Cardholder of the Credit Limit on the Card provided to the Cardholder.
- (ii) 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 Company and the Cardholder hereby authorise the Bank to debit the Business Card Account with the amount of any withdrawal in accordance with the Bank's record of the transaction. Subject to manifest error the Company and the Cardholder accept the Bank's record of the transaction as conclusive and binding for all purposes.
- (iii) The Bank may issue a PIN to the Cardholder for use at any ATM that will accept the Card. The Cardholder agrees that;
(a) The PIN may be sent by post to the Company at its risk which in turn will deliver the PIN to the Cardholder at the risk of the Company and the Cardholder; (b) The Company and 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 (c) the company 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 Company and/or the Cardholder.
- (iv) 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 authorise. 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.
- (v) If a Cardholder loses or damages his Card and/or requires or causes the Company to require renewal, replacement

or additional Cards, the Bank may, at its discretion, issue such Card.

- (vi) The Company and the Cardholder undertakes to act in good faith at all times in relation to all dealings with the Card and the Bank.
- (vii) Notwithstanding that the Credit 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 Company and/or the Cardholder, withdraw and restrict the Cardholder's right to use the Card or to refuse to authorise any Card Transaction.
- (viii) If the Card is used outside the UAE, the currency of the transactions will be converted to UAE Dirhams at the exchange rate prevailing on the date the amount is charged to the Business Card Account rather than the date the Card was used. All foreign currency transactions will be subject to a processing fee at the Bank's prevailing rates, and the Company/Cardholder will reimburse the Bank for all costs or expenses it incurs as a result of such transactions. The Card must not be used for any unlawful purpose, including purchases of goods or services prohibited by local law in the Cardholder's jurisdiction.
- (ix) Notwithstanding any contrary provisions in these Terms and Conditions, the Company and the Cardholder shall be jointly and severally responsible without limitation for payment to the Bank for all amounts debited to the Business Card Account in respect of the Card notwithstanding that the Credit Limit may be exceeded or that any such debits may have arisen as a result of any act or omission of the Cardholder without the authority of the Company.

4. CASH ADVANCE

- (i) The Cardholder may obtain Cash Advance subject to the Credit Limit and as may be acceptable to the Bank from time to time at its absolute discretion by the following means: i. Presenting the Card at any office of the Bank or of any member institution of MasterCard / Visa International together with evidence of his identity and signing the necessary transaction record. ii. 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 advance will be further subject to the applicable daily withdrawal limit of the ATM).
- (ii) The use of the Card by the Cardholder to obtain a Cash Advance shall be deemed to constitute the agreement of the Cardholder and the Company to pay finance charges on each Cash Advance and a fixed transaction fee as prescribed by the Bank from time to time.
- (iii) The finance charge shall be calculated on a daily basis and shall accrue on each Cash Advance from date of the advance until repayment in full. A fixed transaction fee (subject to a minimum amount) will be levied on the amount

- of each Cash Advance and charged to the Business Card Account. The Bank may from time to time, vary the amount of finance charges and/or fees payable by the Cardholder.
- (iv) Any cash withdrawals from the Cardholder's other accounts effected through the use of the Card on any ATM installed by the Bank shall be subject to the daily withdrawal limit of the ATM and shall be subject to verification by the Bank. The amount so verified by the Bank shall be deemed to be the correct amount of the withdrawal so effected.

5. PAYMENT

- (i) Details of all fees and charges referred to in this section are listed in the accompanying Service and Price Guide. This Service and Price Guide may be amended from time to time giving advance notice to the Company.
- (ii) The Company and the Cardholder agree to pay to the Bank upon the request of the Bank an annual fee as prescribed by the Bank for the Card when issued or renewed. The Company and the Cardholder, further agree to pay, all other fees and charges that the Bank may charge for any service in relation to the Card.
- (iii) Payment of the New Outstanding Balance, including the Charges, as specified on the Statement of Account in FULL is due and payable not later than the Payment Due Date and the Company and/or the Cardholder shall incur no financial charge (save in relation to Cash Advances) if payment of the New Outstanding Balance is received by the Bank on or before the Payment Due Date Failing which the Company shall incur finance charges from the date of the relevant Card Transaction, at the Bank's prevailing rate, until full settlement thereof.
- (iv) The Company and/or the Cardholder may choose not to settle the New Balance Outstanding in full, in which case the Company and/or the Cardholder must pay the Minimum Payment Due on or before the Payment Due Date. If the New Balance Outstanding is less than AED 100 then the New Balance Outstanding will be fully due and payable. Subject to Clause 8 hereof, if the New Outstanding Balance exceeds the Credit Limit, the Company and/or the Cardholder must pay the Minimum Payment Due and the excess over the Credit Limit.
- (v) Subject to Clause 8 hereof, if the New Balance Outstanding, Minimum Payment Due and/or the excess of the Credit 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 Balance Outstanding does not exceed the Credit 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 Credit Limit, add the unpaid Minimum Payment Due and the excess over

the Credit Limit to the Minimum Payment Due in the immediately next Statement of Account.

- (vi) The Company undertakes and shall ensure that the Cardholder undertakes to stay within the prescribed Credit Limit assigned by the Bank unless prior approval in writing to exceed this Credit Limit is obtained by the Company from the Bank and further undertakes to effect no purchases or transactions which may cause the aggregate outstanding balance of the Card Transactions under all such purchases and transactions to exceed such Credit Limit. If in contravention of this provision, the Cardholder exceeds the Credit Limit, then the Company and/or the Cardholder must pay the amount exceeding the Credit Limit in full, the Minimum Payment Due and a charge for exceeding the Credit Limit.
- (vii) If the Company and/or the Cardholder fail to pay the Minimum Payment Due by the Payment Due Date, a late payment charge will be levied.
- (viii) If the Company and/or the Cardholder pays to the Bank an amount less than the New Balance Outstanding by the Payment Due Date or no payment is made or payment is made but after the Payment Due Date, a finance charge calculated on daily closing balance method will be applied to the New Balance Outstanding and new Card Transactions effected since the date when the latest Statement of Account was issued, until any payments are credited to the Business Card Account and thereafter on the reduced balance.
- (ix) All payments received by the Bank from the Company and/or the Cardholder may be applied in the following order of payment or such other order of priority as the Bank may think fit: 1) equal monthly installment payments plan 2) Interest 3) Service charges 4) Late payments 5) Over limit 6) Insurance 7) Membership 8) Principal 9) Current transactions (unbilled). Within the categories set forth, all payments and credits may, unless otherwise decided by the Bank, be applied by the Bank first to the outstanding amounts that have been billed to the Card Account for the longest period of time. b) In case the billed outstanding amount has billed cash transactions then payments may be applied to unbilled retail transactions prior to billed cash transaction.
- (x) If the Company and/or 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.
- (xi) Without prejudice to any other provisions, if the Company and/or the Cardholder does not make the payment on the Payment Due Date or on any other date when a payment of whatsoever description or nature is due to the Bank, whether under these Terms and Conditions or under the Business 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 setoff or transfer any sum standing to the credit of all or any account(s) of the Company with the Bank of whatsoever description and wheresoever located and whether in UAE Dirhams or in any other currency, in or towards discharge of all Charges, fees and/or sums due to the Bank, and the Company hereby authorises the Bank to convert and transfer such sums in its account at the Bank's prevailing exchange rates determined by the Bank at its sole discretion.

- (xii) The Bank's acceptance of late payments or partial payments or cheques marked as constituting payment in full or otherwise of the Business Card Account or any indulgence granted by the Bank in the failure to collect the amounts due from the Company 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.
- (xiii) 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 a ATM shall only be credited to the Business 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.
- (xiv) The Company and/or the Cardholder will not be allowed to transfer funds from one Business Card Account to another in settlement of the dues of a Business Card Account.
- (xv) All payments by the Company and/or the Cardholder to the Bank with regard to the Business Card Account shall be made net of any taxes, withholdings, fees, levies or other deductions.
- (xvi) All Card Transactions and all other Charges shall be debited to the Business 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 rate or method of calculation of the annual fees, handling charges, additional charges, finance charges, the specified Minimum Payment Due and/or late payment charges or any other charges.
- (xvii) All payments made by the Company and/or the Cardholder shall be in the billing currency of the Business Card Account. If payment is made in any other currency, the Company and/or the Cardholder shall pay the Bank all exchange, commission and other charges or losses charged or incurred by the Bank in converting such

payment to the billing currency. Such conversion shall be effected at such rate of exchange as may be conclusively determined by the Bank as at the date that it is recorded in the account. Any payment made by the Company and/or the Cardholder in the billing currency of the Business Card Account will be credited to the Business Card Account only on the date of the Bank's posting of the funds (post realisation) into the Business 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 Business Card Account. For all foreign currency transactions made with the Card, a processing fee will be levied.

- (xviii) The Bank shall be entitled to treat the following as evidence of a debt properly incurred by the Cardholder to be debited to the Business 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 Advances 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.
- (xix) A handling charge as prescribed by the Bank is payable by the Company and/or Cardholder to the Bank immediately upon a request to the Bank to issue a Replacement Card. Additional Charges as prescribed by the Bank are payable by the Company and/or the Cardholder to the Bank immediately upon the request to the Bank for the provision of copies of sales voucher/Cash Advance slip and any further services the Bank may provide from time to time.
- (xx) Without prejudice to the Bank's rights at any time to take the appropriate legal action, the Bank may charge fees for any returned unpaid cheques drawn by the Company and/or the Cardholder in full or partial payment of any outstanding amounts in relation to the Card.
- (xxi) The Company hereby expressly agrees that if any sums shall be due from the Company and/or the Cardholder to the Bank at any time under the Business Card Account, or if the Company shall be liable to the Bank on any banking account or any other account, current or otherwise, in any manner whatsoever or if default occurs in relation to such accounts or in any other banking facilities granted by the Bank to the Company, then and in such event, the whole outstanding balance on the Business Card Account shall become immediately due and payable and the provisions of clause 8 hereof shall be applicable.
- (xxii) 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 Business Card Account.

- (xxiii) The Bank may at any time demand that the Company 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 Company hereby authorises 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.
- (xxiv) Non-receipt of Statement of Account shall not be construed by the Company and/or the Cardholder to be sufficient reason for non-payment of dues in time.
- (xxv) The Bank will credit the Business 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 Company and/or the Cardholder and is subsequently proven to have been originated by the Cardholder, 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 additional fees and expenses incurred by the Bank in the investigation thereof.
- (xxvi) The payment by the Company and/or the Cardholder of any sum to the Bank in respect of any Statement of Account shall constitute binding and conclusive evidence of the acceptance by the Company and Cardholder of the entries shown on the Statement of Account.
- (xxvii) A monthly Statement of Account detailing the amounts debited/credited to the Business Card Account will be mailed to the last known address of the Company and will be deemed to have been received by the Cardholder.
- (xxviii) If the Company and/or the Cardholder disagrees with any debit or credit entry appearing in the 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.
- (xxix) The Company and/or 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 Company and the Cardholder for all purposes.
- (xxx) For settlement of Card Transactions, the Company may nominate its current/savings account maintained with the Bank for direct settlement. In such instance the Company 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.
- (xxxi) Settlement of Card Transactions may be made directly in

cash, by cheque or by transfer from an account maintained with the Bank.

- (xxii) The Company and/or the Cardholders have the option to settle the Card payments in cash using external cash collection vendors as contracted and communicated by the Bank. The cash collection vendor will forward all funds to the Bank for onward credit to the Business Card Account with the Bank. The cash deposit may only be regarded as having been received by the Bank upon crediting the same to the Business Card Account. The Bank will not be responsible for payments received after cut off time and/or any reversal of any fees and charges related to the Business Card Account.

6. LOSS OF CARD AND PIN

- (i) The Company and/or the Cardholder shall be fully liable for all Card Transactions with the PIN whether with or without the knowledge of the Cardholder.
- (ii) The Company and the Cardholder shall use all reasonable precautions to prevent the loss or theft of the Card and shall not disclose and ensure that no disclosure of the PIN to any party.
- (iii) In the event that the Card is lost or stolen or the PIN is disclosed to any other party, the Company and/or 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.
- (iv) The Company and/or the Cardholder shall be and remain fully liable to make payment to the Bank for any debit to the Business Card Account arising from any Card Transactions, goods or services supplied by the Merchants, Cash Advances or ATM transactions effected through the use of the Card by any person whether with or without knowledge of the Company and/or the Cardholder and irrespective of whether they were authorised by the Company and/or the Cardholder or not.
- (v) The Bank may at its absolute discretion issue a replacement for any lost or stolen Card or a new PIN on these Terms and Conditions or such other Terms and Conditions the Bank may deem fit.
- (vi) In the event that the Company and/or the Cardholder recovers the lost or stolen Card, he/it shall immediately return the same cut in half to the Bank without using it. The Company and/or the Cardholder shall not use the PIN after reporting to the Bank of the disclosure of the same to any party.

7. TERMINATION

- (i) Notwithstanding the payment provisions outlined under clause 5 above, all amounts outstanding on a Business Card Account 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 this Agreement.

- (ii) The Company may at any time notify the Bank of its intention to close the Business Card Account and terminate the use of the related Cards by giving a notice in writing and returning all Cards cut into half to the Bank. The Business Card Account shall be closed only after the receipt by the Bank of all related Cards cut in half and full payment of all Charges and liabilities under the Business Card Account.
- (iii) 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 Company and/or the Cardholder. The Company and 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 Charges and liabilities to the Bank.
- (iv) Each Cardholder whose use of the Card has been terminated, shall be and shall continue to be liable to the Bank, jointly and severally with the Company, for all Charges and other liabilities incurred in relation to the Card and its use in accordance with the terms contained in these Terms and Conditions.
- (v) The Business Card Account shall be closed and all Cards thereunder terminated by the Bank immediately, by written notice of such termination to the Company, at the Bank's sole discretion, upon occurrence of any one or more of the following events: (i) Dissolution or liquidation of the Company; (ii) insolvency of the Company or the filing of a bankruptcy or insolvency proceedings, the appointment of a receiver or trustee for benefit of creditors or if the Company enters into an arrangement with its creditors; (iii) any material and adverse change in the financial condition of the Company; (iv) if the Bank ceases to issue credit cards to Companies; (v) if the Company ceases to have an existence in the UAE; or (vi) if the Company and/or the Cardholder is in breach of these Terms and Conditions and which breach is not remedied within 30 (thirty) days written notice to the Company.
- (vi) In any of the foregoing occurrences provided for in Clause 7(v) The Cardholder(s) will immediately cease the use of the Card(s) and return them to the Bank immediately.
- (vii) Notwithstanding the Payment Due Date specified in the Statement of Account, the whole of the outstanding balance on the Business Card Account shall become due and payable upon the cancellation or termination of the Card by either the Bank, the Company and/or the Cardholder. The Cardholder and the Company shall be jointly and severally liable for repaying in full any outstanding balances on the Business Card Account and shall keep the Bank indemnified

for all costs (including legal fees and Charges) and expenses incurred in recovering such outstanding balances.

- (viii) The Bank shall not be liable to refund the annual membership fee for or any part thereof in the event of the termination of the Card.
- (ix) 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, the Company or the Bank for whatever reason.

8. EXCLUSION OF LIABILITY

- (i) The Bank shall be under no liability whatsoever to the Company and/or Cardholder in respect of any loss or damage arising directly or indirectly out of: (a) Any loss or damage howsoever incurred or suffered by the Company and/or 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 Advances up to the Credit Limit or at all. (b) Refusal of any Merchant or member institution of MasterCard and/or 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. (c) The malfunction of any ATM or disruption of communication systems. (d) 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 or ATM (e) The exercise by the Bank of its right to terminate any Card or the Business Card Account pursuant to Clause 8 (f) 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 (g) Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank pursuant to Clause 10 (h) Any dispute between the Company/Cardholder and any Merchant or bank or financial institution or any other person. (i) the Bank acting in good faith upon the Company's/Cardholder's instructions.
- (ii) 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.
- (iii) 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. DISCLOSURE OF INFORMATION

- (i) The Company and the Cardholder irrevocably authorise and permit the Bank to disclose and furnish such information that it deems fit concerning the Company and the Cardholder and its/his affairs including but not limited to the Business Card Account to the Bank's associates, branches, assignees, agents, insurers, third party contractors, third party financial institutions, credit reporting agencies, debt collection agencies or any other parties in order to enable the Bank to perform its obligations hereunder or to enforce the Company's and/or the Cardholders's obligations hereunder or otherwise at the sole discretion of the Bank.
- (ii) The Bank shall have the right to check the credit standing of the Company and the Cardholder and any other applicant for the Card at any time as and when the Bank deems fit without reference to him/her.

10. INDEMNITY

- (i) The Company and the Cardholder undertake and agree to indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise which the Bank may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Bank's rights as herein provided. All costs and expenses in such regard may be debited to the Business Card Account and shall be payable by the Company.

11. RIGHT TO SET-OFF

- (i) In addition to any general right to set-off or other rights conferred by the law to the Bank, the Company 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 Company with the Bank of whatever description and wherever located and

whether in UAE Dirham or in any other currency or set-off or transfer any sum standing to the credit of any such account(s) in or towards discharge of all sums due to the Bank under any account(s) of the Company 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 Company hereby authorises the Bank to offset any such combination, consolidation, set-off or transfer with the necessary conversion at the Bank's prevailing exchange rates which shall be determined by the Bank at its absolute discretion.

- (ii) For the purpose of enabling the Bank to preserve intact the liability of any party including the Company once a writ or summons has been issued or to prove the bankruptcy or insolvency of the Company 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 realised hereunder or under any other Security or Guarantee to the credit of the Company and/or 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.

12. NOTICES

- (i) The Company and/or Cardholder must promptly notify the Bank in writing of any changes in business or financial status or address (office and/or residential).
- (ii) If the Company stops conducting business in the UAE, all Business Card Accounts and related Cards shall stand terminated and clause 8 shall apply.
- (iii) The Company shall notify the Bank in writing immediately upon the change of the employment status and/or expiry and/or termination of the services of any of the Cardholders with the Company and the Bank will immediately block the Card(s) of such Cardholders(s). The Company will also recover the physical card from the Cardholder and handover the same to the Bank. Notwithstanding the Company shall continue to be liable for all Card Transaction incurred on the Cards until the Bank has been notified of the change of the employment status and/or expiry and/or termination of the services of any of the Cardholders with the Company.
- (iv) Unless otherwise instructed by the Company to do so within the scope of his employment duties, if the Cardholder leaves the UAE to take up residence elsewhere, the Card shall be returned to the Bank at least fifteen (15) days prior to the Cardholder's departure and the use of the Card shall be deemed to be terminated and Clause 8 shall henceforth be operative.

- (v) Instructions sent by the Cardholder to the Bank through facsimile communication shall be considered valid and binding on the Company and the Cardholder and the Bank may act upon instructions conveyed through this method. The Bank may use the originals of the facsimile transmissions received by the Bank and printed out on its receiving machine as evidence in any court of law.
- (vi) 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.

13. GENERAL

- (i) The Company and/or Cardholder authorises 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.
- (ii) The Company and/or Cardholder shall indemnify the Bank against any consequences, claims, proceedings or losses that may arise or be incurred by the reason of carrying of the telephonic instructions from or purported to be from the Company and/or Cardholder.
- (iii) The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Company and/or the Cardholder under these Terms and Conditions.
- (iv) The Bank shall be entitled at any time without the consent of the Company and/or the Cardholder to assign the whole or any part of its rights or obligations under this Agreement with or without notice to the Company and/or the Cardholder.
- (v) The Company and the Cardholder undertake to sign such further document as may be requested by the Bank from time to time.
- (vi) The rights and remedies herein provided are cumulative

and not exclusive of any rights or remedies provided by law.

- (vii) The Terms and Conditions herein are binding upon the Company and Cardholder and it/he shall not assign its/his obligations herein to any one else.
- (viii) Each 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.
- (ix) The Bank may at any time waive, either unconditionally or otherwise, any of these Terms and Conditions or any default or breach of the Company and/or 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 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 these Terms and Conditions.
- (x) 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.
- (xi) 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 Company and/or the Cardholders at any time without prior notice.
- (xii) 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.

- (xiii) These Terms and Conditions supersedes any other terms and conditions issued by the Bank in connection with the issue of Card(s).

14. VARIATION OF TERMS

- (i) The Bank may from time to time change the Terms and Conditions of this Agreement. Subject to the requirements of statute, notification of any such change shall be given to the Company 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 finance charges, fees, Cash Advances, Costs and Card Transactions.
- (ii) Retention or use of the Card after the effective date of any such change of Terms and Conditions shall be deemed to constitute acceptance of such changes without reservation by the Company and the Cardholder. If the Company and/or the Cardholder does not accept the proposed change, the Company and/or 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 and clause 8 shall henceforth be operative.

15. GOVERNING LAW

- (i) The Terms and Conditions are governed by and shall be construed in accordance with the laws of the UAE and the Company and the Cardholder hereby submits irrevocably to the laws of the non-exclusive jurisdiction of the civil courts of the UAE. Such submissions shall however not prejudice the rights of the Bank to bring proceedings against the Company and/or the Cardholder in any other jurisdiction.

Part 2

Special Benefits Terms and Conditions

The terms and conditions of this Part II titled "Special Benefits" shall be without prejudice to the general terms and conditions contained in Part I hereof titled "ADCB Self Employed Business Credit Card Terms and Conditions" governing the issuance and use of Cards by the Bank (as defined in Part I above), which shall also apply to each of the special benefits covered in this Part II. Capitalised terms used herein and not defined shall have the same meanings as given to them in Part I hereof titled "Credit Card Terms and Conditions".

1. ROADSIDE ASSISTANCE

The following terms and conditions are applicable to the Roadside Assistance:

- A.** The Bank has entered into a special arrangement with AutoCare ("AC") to provide the Roadside Assistance to its Cardholders.
- B.** Roadside Assistance refers to various roadside emergency assistance services including towing of vehicles, breakdown repair services, petrol tank fill up service etc. Complete details of the Roadside Assistance service will be made available to the Company upon request to the Bank.
- C.** The Company and the Cardholder shall be deemed to have accepted the terms and conditions herein upon the Cardholder signing, activating and using the Card.
- D.** The benefits available under the Roadside Assistance are all subject to the following. (i) only Light Motor Vehicles are eligible and any vehicle whose weight exceeds three tons will not qualify for the benefits. (ii) benefits are applicable only within the geographical borders of the United Arab Emirates. (iii) benefits are available to one vehicle per Cardholder irrespective of the driver. (iv) AC is committed only to tow the vehicle to the garage and is not liable to pay for repairs. Company and/or the Cardholder is fully responsible for any dealings with AC authorised garages. (v) if breakdowns has occurred on public roads only. (vi) benefits are not available if the vehicles are not in a good driving condition or if the vehicle is more than ten (10) years old (vii) benefits are not available for any off-road, desert, beach or traffic accident. (viii) the Cardholder should quote their Card number to AC.
- E.** All requests for Roadside Assistance should be made to AC's toll free number. Any complaints against service providers should be made to AC directly and not to the Bank.
- F.** Cardholders should be sure they need AC's services before calling and will have to give the exact location details to get the services. If the same Cardholder asks for Roadside Assistance for an unreasonable number of times, the service may be withdrawn for such Cardholder after consultation with and at the express approval of the Bank.

- G. AC will not be responsible for the occasional unavoidable delays due to heavy demands for service during unusual conditions, religious days, especially during the holy month of Ramadan, traffic jams, extreme weather conditions such as rain and fog and also during the respective Emirate's shopping festivals.
- H. Any other service used by the Cardholders other than the Roadside Assistance services identified herein will be charged by AC on prevailing prices and terms. The Company and/or the Cardholder shall be responsible for such charges.
- I. The Bank shall not at any time be deemed as an agent or representative of AC. Cardholder shall raise any claims, complains and/or disputes directly with AC.
- J. The Bank is entitled, at any time without any prior notice and without being liable to the Company and/or the Cardholder in any manner whatsoever, to terminate the Roadside Assistance 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.
- K. The Company and/or the Cardholder shall not assign or transfer any of its/his/her rights and/or obligations under these terms and conditions.

2. BALANCE TRANSFER

The following terms and conditions are applicable:

- A. **"Balance Transfer"** means the transfer of all or part of the outstanding balance under the credit card issued by third party bank(s) to the Company and/or Cardholder into the Business Card Account.
- B. **"Balance Transfer Amount"** means the amount of the Balance Transfer that is debited to the Business Card Account.
- C. **"Balance Transfer Period"** means such period from the date the Balance Transfer Amount is debited to the Business Card Account as the Bank may determine in its discretion.
- D. **"Reduced Interest Rate"** means the special interest rate that the Bank will charge the Company during the Balance Transfer Period.
- E. Balance Transfer benefit 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 benefit.
- F. The Bank shall grant the Balance Transfer benefit 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 Company and/or Cardholder cancel its commitment to make available a Balance Transfer benefit or to reduce the amount of the Balance Transfer benefit being made available to the Company and/or the Cardholder.

- G.** 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.
- H.** The Balance Transfer, if approved by the Bank, will be by way of debit to the Business Card Account 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 Company 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.
- I.** The Reduced Interest Rate shall be determined by the Bank at its sole discretion and will be charged to the Balance Transfer Amount from the date of debit of the Balance Transfer Amount to the Business Card Account until the expiry of the Balance Transfer Period. On expiry of the Balance Transfer Period, interest will be charged on all outstanding balances in the Business Card Account including all outstanding fees and charges, at such rates as may be prescribed by the Bank.
- J.** If the Company and/or Cardholder pays less than the Minimum Payment Due by the Payment Due Date specified in the Statement of Account, the Bank may, in its sole discretion, cease to charge the Reduced Interest Rate and instead charge a higher interest rate on the outstanding amount in the Card Account including the Balance Transfer Amount.

3. ADCB EXCLUSIVE TRAVELER

The following terms and conditions are applicable to the ADCB Exclusive Traveler:

- A.** Subject to the terms and conditions outlined hereinafter, the Companies and/or Cardholders are eligible to participate in the ADCB Exclusive Traveler.
- B.** ADCB Exclusive Traveler entitles the Company and/or Cardholder to certain travel related benefits, including discounts on ticket prices and package tours.
- C.** In order for the Company and/or Cardholder to qualify for the benefits under the ADCB Exclusive Traveler the Card must be valid and in good standing in compliance with the criteria and standards applied by the Bank from time to time. The Company and the Cardholder shall be deemed to have accepted all the terms and conditions contained upon signing, activating and using the Card.
- D.** The Bank is entitled, at any time and without any prior notice or liability to the Company and/or the Cardholder in any manner whatsoever, to terminate and/or withdraw the ADCB Exclusive Traveler 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 service providers that are designated for the ADCB Exclusive Traveler.

- E.** In order to avail of the benefits under the ADCB Exclusive Traveller, the Cardholder should call the Bank's toll free number and automatically upon using the Bank's interactive voice response system the call would get transferred to the concerned travel agent to enable the Cardholder make his/her travel bookings.
- F.** Benefits under the ADCB Exclusive Traveler will be available only for airline tickets purchased by use of the Card from the Bank's designated travel agent(s) and is not available on air tickets issued to and from any countries that are members of the Gulf Cooperation Council.
- G.** The Bank shall not be liable for and shall not entertain claims related to any air travel rescheduling or otherwise in respect of any services provided by the travel agents.
- H.** The Bank shall not at any time be deemed as an agent or representative of the travel agent. The Company and/or the Cardholder shall raise any claims, complaints and/or disputes directly with the travel agent.

4. CREDIT CARD LOAN

The following terms and conditions are applicable to the Credit Card Loan product:

- A.** Credit Card Loan shall mean a loan that is granted to the Company and/or Cardholder in accordance with and subject to these terms and conditions.
- B.** The Credit Card Loan product will be offered to the Company and/or Cardholder who meet the eligibility criteria determined by the Bank from time to time for this product.
- C.** A Company and/or Cardholder interested in availing a Credit Card Loan must apply to the Bank requesting the Credit Card Loan product. The Bank may grant a Credit Card Loan at its sole discretion and reserves the absolute and unqualified right to refuse the Company and/or Cardholder's Credit Card Loan application without assigning or stating any reason(s) for such refusal. The Bank may by notice to the Company and Cardholder cancel its commitment to make available a Credit Card Loan or reduce the amount of the Credit Card Loan.
- D.** The amount of any Credit Card Loan shall be determined by the Bank in its sole discretion and in all cases shall not exceed the Company and Cardholder's unutilised Credit Limit.
- E.** The Credit Card Loan, if approved by the Bank, will be disbursed by way of a banker's cheque drawn in the name of the Company and/or Cardholder and sent to the last known address of the Company by courier or such other means as the Bank deems fit.
- F.** Details of interest rate, tenure of the Credit Card Loan and all other fees and charges applicable to the Credit Card Loan are listed in the accompanying Service & Price Guide. The

Service & Price Guide may be amended from time to time by the Bank giving advance notice to the Company and Cardholder.

- G.** Subject to the Bank agreeing to make available to the Company and/or Cardholder a Credit Card Loan, and in consideration thereof, the Company and/or Cardholder agrees to repay the principal amount of the Credit Card Loan and all interest, charges and fees applicable to the Credit Card Loan and/or payable hereunder.
- H.** The Bank will provide the Company and/or Cardholder with a schedule of the monthly repayment installments. Each monthly installment of a Credit Card Loan will include amounts for the repayment of principal and interest.
- I.** The Credit Card Loan monthly installments shall be billed to the Company in the Statement of Account. Billing shall commence from the first Statement of Account sent to the Company following the disbursement of the Credit Card Loan.
- J.** The Company and/or Cardholder shall be liable to pay the monthly installment billed to the Statement of Account regardless of the Company and/or Cardholder's utilisation or non-utilisation of the Credit Card. If the Company and/or Cardholder returns the original banker's cheque to the Bank leaving the Credit Card Loan unused, any principal repayments charged to the Business Card Account will be credited to the Business Card Account. Any interest payments and fees charged to the Card Account will not be refunded to the Customer and will be deemed as charges payable by the Customer for the cancellation of the Credit Card Loan.
- K.** If the Company and/or Cardholder pays less than the Minimum Payment Due by the Payment Due Date specified in the Statement of Account, the Bank may, in its sole discretion, charge a higher interest rate on the outstanding amount under the Credit Card Loan.
- L.** The Company and/or Cardholder may prepay the outstanding amount under the Credit Card Loan to the Bank in one lump sum payment. A prepayment fee at the Bank's prevailing rate shall be charged to the Company and/or Cardholder in this case.
- M.** The Bank may at its sole discretion allow the Company and/or Cardholder to avail an additional Credit Card Loan provided the aggregate of all Credit Card Loans availed by the Company and/or Cardholder is within Credit Limit.
- N.** The Bank reserves the right, at its sole discretion, to declare all outstanding amounts under the Credit Card Loan and all fees, costs and interest accrued and unpaid thereon and all other amounts payable to the Bank to be immediately due and payable.
- O.** The Bank reserves the right to terminate and/or withdraw the Credit Card Loan product without prior notice.
- P.** The Company and/or Cardholder certifies that all information provided to the Bank in connection with an application for Credit Card Loan will be complete, true and accurate.
- Q.** The Company and/or Cardholder agrees that the Company and/or Cardholder's application and/or usage of a Credit Card

Loan product establishes the Company and/or Cardholder's full and informed consent to these Terms and Conditions.

5. BUSINESS CASHBACK

The following terms and conditions are applicable to the Business Cashback product:

- A.** "Business Cashback" is a programme that rewards Company and/or Cardholders for using their Cards. For every UAE Dirham spent on retail purchases using a Card, the Company or Cardholder receives a Cash Rebate. "Cash Rebate" is a defined sum of money, calculated as a percentage of the value of a qualifying transaction, the amount of such percentage to be determined by the Bank at its sole discretion from time to time, and which the Bank will credit into the Business Card Account, all subject to the terms and conditions outlined hereafter.
- B.** All Companies and/or Cardholders are eligible to take part in the Business Cashback subject to the terms and conditions set forth hereinafter.
- C.** In order for a Company and/or Cardholder to benefit from Business Cashback program the Card must be valid and in good standing as per the criteria and standards applied by the Bank from time to time. The Company and/or Cardholder shall be deemed to have accepted all terms and conditions contained herein upon signing, activating and using the Card
- D.** The Bank reserves the right, to be exercised at any time and without any prior notice to the Company and/or Cardholder, to change the ratio between (a) a Cash Rebate to be awarded and (b) the specified amount charged to the Card.
- E.** All transactions charged to a Card are eligible for Cash Rebate except for the following: a) fees, charges and interest payable by Company and/or Cardholder; b) Cash Advances; c) Balance Transfers; d) Credit Card Loan e) premiums or other payments in relation to Purchase Protection, Travel Insurance, Credit Shield and any other insurance programmes or products that the Bank may choose to offer; and f) Card Transactions that the Bank decides are disputed, erroneous, unauthorised, illegal and/or fraudulent.
- F.** The Bank may, in its sole discretion and without prior notice to the Company and/or Cardholder, add to, or remove from, the above list of eligible charges and transactions. The Bank's decision as to what constitutes an eligible charge shall be final and conclusive.
- G.** Cash Rebates awarded to a Company or Cardholder will be shown in the Statement of Account as a credit to the Business Card Account.
- H.** The books and records of the Bank shall be conclusive evidence in respect of the amount of Cash Rebate credited to the Card Account.
- I.** In addition to any other conditions outlined in these terms and conditions, Cash Rebates will not be credited to a

Business Card Account if (a) the Business Card Account is not current (i.e. there are past due balances on the Business Card Account); (b) the Business Card Account is not in good standing in the opinion of the Bank; (c) there has been a breach by the Company and/or Cardholder under any terms and conditions governing the use of the Card by the Company and/or Cardholder; or (d) any other event, which, in the sole discretion of the Bank should result in the cancellation of the benefit of Business Cashback to the Company and/or Cardholder. (e) if the Card is cancelled.

- J. The Bank is entitled, at any time without any prior notice and without being liable to the Company and/or Cardholder in any manner whatsoever, to terminate the Business Cashback program 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 Rebate.

6. INSTALLMENT PAYMENT PLAN ("IPP")

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

- A. Installment Payment Plan shall mean a payment plan that may be offered by the Bank to a Company or Cardholder under which the Company or Cardholder may select to pay in equal monthly installments 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 authorised or made by the Company and/or Cardholder, regardless of whether the Company and/or Cardholder signs a sales slip or other voucher or form ("**Transaction**") in accordance with and subject to these terms and conditions.
- B. The IPP is offered exclusively to a Company and/or Cardholders, as long as the Company and/or Cardholders' Business Card Account is in good standing. Every Company and/or Cardholder is automatically eligible to participate in the IPP provided the Purchase Price is not less than UAE Dirhams one thousand (AED 1000) and in all cases shall not exceed the unutilised Credit Limit.
- C. Details of interest rate, tenure of the IPP and all other fees and charges applicable to the IPP are listed in the accompanying Service & Price Guide. The Service & Price Guide may be amended from time to time by the Bank giving advance notice to the Company and/or Cardholder.
- D. A Company and/or Cardholder interested in availing the IPP must after purchase of the goods, services, benefits or reservation contact the ADCB Contact Centre and request to convert the Transaction to IPP. The Company and/or Cardholder must also select the tenor of the IPP that may be offered by the Bank
- E. The Bank will, after verifying the identity of the Company and/or Cardholder, process the Company and/or Cardholder's

request in accordance with these terms and conditions. The Bank may approve the conversion of a Transaction to IPP at its sole discretion and reserves the absolute and unqualified right to refuse a Company and/or Cardholder's request in this regard without assigning or stating any reason for such refusal. The Bank may by notice to the Company and Cardholder cancel its commitment to convert the repayment of a Transaction to IPP or reduce the amount which can be converted to IPP.

- F.** If the Bank approves the conversion of a Transaction to IPP, the Bank in the first Statement of Account sent to the Company and/or Cardholder following the conversion of a Transaction into IPP will state the Transaction that has been converted into a IPP, the amount of monthly repayment installment payable under the IPP and the pending number of instalments. Each monthly installment under IPP will include amounts for the repayment of principal and interest.
- G.** Subject to the Bank agreeing to convert the Transaction to IPP, and in consideration thereof, the Company and/or Cardholder agrees to repay the Purchase Price together with applicable interest on the Purchase Price each month and all charges and fees applicable to IPP (the "Total IPP Price").
- H.** The IPP monthly installments together with interest and all applicable fees and charges shall be included in the Minimum Payment Due and billed to the Statement of Account. Billing shall commence from the first Statement of Account sent following the conversion of a Transaction into IPP.
- I.** The Company and/or Cardholder shall be liable to pay the monthly installment billed to the Statement of Account regardless of the Company and/or Cardholder's utilisation or non-utilisation of the Credit Card.
- J.** If the Company and/or Cardholder fails to make payment in full of two (2) consecutive IPP monthly installments, the Bank will cancel the IPP and the entire outstanding amount under the IPP shall become payable forthwith together with interest at two (2%) per month or such other rate as may be prescribed by the Bank.
- K.** The Company and/or Cardholder may prepay the outstanding amount under an IPP to the Bank in one (1) lump sum payment. If the Company and/or Cardholder returns the goods purchased under a IPP or the Transaction is otherwise canceled, then any refunds received by the Company and/or Cardholder shall be utilised to prepay the outstanding amount under the IPP. A prepayment fee of UAE Dirhams fifty (AED 50) per Transaction or such other charge as may be prescribed by the Bank from time to time shall be charged to the Company and/or Cardholder in this case.
- L.** The Bank reserves the right, at its sole discretion, to declare all outstanding amounts under the IPP including accrued interest and all fees and costs and all other amounts payable to the Bank to be immediately due and payable.

- M.** The Company and/or Cardholder certify that all information provided to the Bank in connection with an application for IPP is complete, true and accurate.
- N.** The Company and/or Cardholder agrees that the Company and/or Cardholder's application for IPP establishes the Company and/or Cardholder's full and informed consent to these terms and conditions.
- O.** The Company and/or 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 authorised to rely on the Instructions as constituting genuine, true, accurate, complete and enforceable Instructions, and the Company and/or Cardholder shall not contest the authenticity of the Instructions believed by the Bank in good faith to be issued by the Company and/or 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.
- P.** The good(s) and any and all replacements, accessions and accessories thereto purchased by the Company and/or Cardholder under the IPP shall be the Bank's absolute property until the Total IPP Price is paid in full and all of the IPP terms and conditions are completely complied with. The Company and/or Cardholder will not be the owner of the good(s) until such date. The Company and/or 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 Company and/or Cardholder shall exercise proper diligence in the use and maintenance of the good(s).
- Q.** The Bank will not be liable for any damage or loss incurred by the Company and/or Cardholder arising out of the purchase, installation, use or otherwise of the goods, services, benefits and/or reservations under the IPP 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 IPP shall be referred to the relevant Merchant and shall not affect the Company and/or Cardholder's obligation to continue paying the IPP monthly installments to the Bank. The purchase of the goods, services, benefits and/or reservations under the IPP 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 Company and/or Cardholder to pay the IPP monthly installments to the Bank.
- R.** The Bank is entitled at any time and without any prior notice or liability to the Company and/or Cardholder in any manner whatsoever to terminate the IPP or cancel or vary its benefits or features, or vary, or add or delete any of the IPP terms and conditions. However, such termination, cancellation or variance shall not affect transactions concluded by the



Company and/or Cardholder and accepted by the Bank under the IPP before such decision nor the Company and/or Cardholder's obligation to pay the IPP monthly installments with respect to such transactions.

- S.** The Bank reserves the right to disqualify any Company and/or Cardholder from further participation in the IPP, if in its judgment, that Company and/or 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 Company and/or Cardholder and accepted by the Bank before such decision nor the Company and/or Cardholder's obligation to pay the IPP monthly installments with respect to such transactions.