

TERMS AND CONDITIONS

- ▶ TouchPoints -
Rewards Program from ADCB.



TouchPoints –Rewards Program from ADCB TERMS AND CONDITIONS

1. Definitions

- 1.i TouchPoints Program means the rewards program established by ADCB pursuant to these Terms and Conditions.
- 1.ii TouchPoints Relationship means one or more of the ADCB products and services listed in Schedule A attached hereto eligible for inclusion in the TouchPoints Program.
- 1.iii TouchPoints means the reward points credited/debited to the TouchPoints Account as a result of any TouchPoints Relationship or ADCB Debit/Credit card transactions that are eligible for inclusion/exclusion in the TouchPoints Program.
- 1.iv 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.

2. Binding Effect

The following terms and conditions (“Terms and Conditions”) are applicable to the TouchPoints Reward Program (the “TouchPoints Program”) and you hereby agree to be bound by these Terms and Conditions, as the same may be amended by ADCB from time to time.

- 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.
 - 2.1.1 ADCB reserves the right to vary, add to or delete any of these Terms and Conditions, including the Schedules attached hereto, 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, without notice and without liability whatsoever on the part of ADCB.
 - 2.1.2 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.
 - 2.1.3 You acknowledge that these Terms and Conditions, as well as other information regarding TouchPoints Program, may be accessed online at www.adcb.com in their most current form, and you hereby agree to remain current with the same.
- 2.2 TouchPoints Program is subject to these Terms and 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 personal loan, smart loan, car loan, mortgage loan, investment products, bancassurance, credit card and debit 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.
- 2.3 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 Schedule 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 (the "TouchPoints") 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 and revoke any accrued TouchPoints.
- 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 personal loan, car loan, investment products, bancassurance, current / savings account, fixed deposit, debit card or credit card, smart loan, mortgage loan and electronic channels), or which ADCB Debit/Credit 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. Schedule 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@Active 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@Active 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) to off-set specified ADCB fees and/or charges, as the same may be determined by ADCB, if available or (ii) in exchange for redemption vouchers, or (iii) 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 (8002030) or through ADCB@Active 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 (as defined below) or debit the cash value of the ADCB Reward from a debitable ADCB account / Credit 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. Whenever deemed necessary, ADCB may, without notice, cancel the ADCB Reward order or substitute the ADCB Reward with another of comparable nature and value, as determined by ADCB.
- 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@active Personal Internet Banking or may be redeemed over the phone by contacting the ADCB Customer Contact Centre (8002030).
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 reward/s 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 canceled, 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.
- 6.12 Should an ADCB Reward be received in a damaged or defective condition, 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 Relationship/s 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 card; (c) breach of any of these Terms and Conditions and/or any other policy incorporated by reference herein; or (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. Breach of Terms and Conditions

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 outstandings / 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.

10. Choice of Law

These Terms and Conditions are governed by the laws of the United Arab Emirates.



TOUCHPOINTS

SCHEDULE A

TouchPoints Relationship*

Current Account

Savings Account

Fixed Deposit

Card: Debit Card/s issued by ADCB / Credit Card/s issued by ADCB

Personal Loan

Smart Loan

Car Loan

Mortgage Loan

Electronic Channels

Investment Products

Bancassurance

Any other relationship as may be added from time to time

*TouchPoints Earning Table mailed (electronically or otherwise) or made available on www.adcb.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.

SCHEDULE B**For Credit Cards**

No Reward Points shall be earned for ADCB credit card transactions related to the following: (a) fees, charges and interest; (b) cash advances; (c) balance transfers; (d) credit card loans; (e) foreign currency purchases; (f) finance charges; (g) premiums or other payments in relation to insurance products or other products that ADCB may choose to offer; (h) utility bill payments exceeding the TouchPoints earning limit (i) any payments or amounts deposited or credited to the card account (j) transactions that ADCB determines, in its discretion, are disputed, erroneous, unauthorized, illegal and/or fraudulent; and (k) any other transactions that ADCB may include on this list from time to time.

For Debit Cards

No Reward Points shall be earned for ADCB credit card transactions related to the following: (a) fees, charges and interest; (b) cash advances; (c) balance transfers; (d) credit card loans; (e) foreign currency purchases; (f) finance charges; (g) premiums or other payments in relation to insurance products or other products that ADCB may choose to offer; (h) utility bill payments exceeding the TouchPoints earning limit (i) any payments or amounts deposited or credited to the card account (j) charitable donations (k) transactions that ADCB determines, in its discretion, are disputed, erroneous, unauthorized, illegal and/or fraudulent; and (l) any other transactions that ADCB may include on this list from time to time. The customer may earn TouchPoints on the Credit card transactions effected over the Internet, or through mail/telephone orders up to a monthly limit to be determined by ADCB in its discretion.

For Electronic Channels

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

For Loans

For Loans (including without limitation Smart Loan, Personal Installment Loan, Car Loan and Mortgage Loan)

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 by 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.

For Bancassurance

Touch Points relating to the Bancassurance product will be credited to the TouchPoints Account only after the Bancassurance product is approved by the insurance company and the customer has paid the first premium pursuant to the terms and conditions thereof. TouchPoints will only be earned on premiums paid during a stipulated period of time as determined by ADCB for each product at its sole discretion and only if during such period the customer continues to pay the premiums when due. If at any time during such stipulated period the customer fails to pay the premiums when due, all TouchPoints credited to the TouchPoints Account for the premiums paid prior to such date, will be deducted from the customer's TouchPoints Account balance.