

TERMS AND CONDITIONS

- ▶ TOUCHPOINTS REWARDS PROGRAM

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بنك أبوظبي التجاري

ADCB



1. DEFINITIONS

- 1.1 TOUCHPOINTS - means the reward points credited/debited to the TouchPoints Account because of any TouchPoints Relationship (defined below) or Card Transactions or any other transaction that are eligible for inclusion/exclusion in the TouchPoints Program.
- 1.2 TOUCHPOINTS ACCOUNT - means the account reflecting all transactions relating to TouchPoints Program for a particular Customer on the Records, including earned TouchPoints, adjusted TouchPoints, bonus TouchPoints, redeemed TouchPoints and expired TouchPoints.
- 1.3 TOUCHPOINTS PROGRAM - means the rewards program established by ADCB pursuant to these terms and conditions.
- 1.4 TOUCHPOINTS RELATIONSHIP means TouchPoints relationship defined in clause 3.1 below.
- 1.5 You or "you"-means the party applying for an ADCB Offering or the Customer, and "Your" will be construed accordingly

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 The following terms and conditions are applicable to the TouchPoints Program and are in addition and supplemental to ADCB Consumer Banking Terms and Conditions (conventional and Islamic, as applicable to you) available on ADCB Website adcb.com and/or any other terms and conditions applicable to respective ADCB Offering availed by you and you hereby agree to remain bound by them. Unless defined herein the capitalised terms shall bear the same meaning as defined in ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com
- 2.2 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 of ADCB shall be conclusive evidence in making any determinations hereunder.
- 2.3 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 the 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 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.

- 2.4 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.
- 2.5 You acknowledge that these terms and conditions, as well as other information regarding the 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.

3. MEMBERSHIP

- 3.1 Membership in the TouchPoints Program is automatic, and each Customer (who is/are in good standing) including any Supplementary Cardholder(s), holder of one or more of the ADCB Offering listed in Schedule A attached hereto (each a "TouchPoints Relationship") is automatically enrolled in the TouchPoints Program.
- 3.2 Upon enrollment of an eligible ADCB Offering, a TouchPoints Account for the Primary Account Holder 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 and/or the Customer relationship with ADCB is in good standing.
- 3.3 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.
- 3.4 Membership in the TouchPoints Program is non-transferable.
- 3.5 In the case of joint or multiple holders of a TouchPoints Relationship, all authorised signatories thereto will be automatically enrolled in the TouchPoints Program; however, the use and redemption of the TouchPoints shall only be available to the primary TouchPoints Relationship signatory as identified in the Records and is limited, as described in these terms and conditions. However, each Customer with valid TouchPoints Relationship will accrue TouchPoints, with respect to his or her related ADCB Offering, to be credited to the TouchPoints Account. Accounts are identified by the Customer Identification (CID) Number of the Primary Account Holder as established by the Records.
- 3.6 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.

- 3.7 The TouchPoints Program membership card (the "TouchPoints Card"), if applicable, is and remains the property of ADCB.
- 3.8 ADCB reserves the right to withdraw / discontinue the TouchPoints Card, terminate your membership in the TouchPoints Program and revoke any accrued TouchPoints.
- 3.9 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.
- 3.10 Upon membership termination, all TouchPoints accrued in the TouchPoints Account 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 Account/ Savings Account, Fixed Term Deposit, Debit Card or Credit Card, Smart Loan, Mortgage Loan and electronic channels), or which ADCB Debit Card/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 the ADCB Reward of the Third Party Reward. In case of a reversal of any Eligible Transaction, TouchPoints credited to the TouchPoints Account because 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 blackout 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 respective ADCB Offering.

- 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 or any other period decided by ADCB from time to time. Unless used prior to the expiration date, the TouchPoints shall expire on such date. Upon expiration, unused TouchPoints will be removed from the TouchPoints 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/her TouchPoints Account, and their expiration date. This can be monitored at any time online at the Internet Banking or the Mobile Banking.

5. STATEMENT

- 5.1 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 the Primary Account Holder thereof by ADCB (the "Statement") on a regular basis as per ADCB's discretion at the Address. TouchPoints shall be transferred on a periodic basis from the TouchPoints Relationship into the TouchPoints Account for the purpose of accruing TouchPoints, 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 the Internet Banking or Mobile Banking or any other channel prescribed by ADCB from time to time. ADCB has the sole discretion to add or remove any channel through which it communicates the Statement.
- 5.2 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. If you fail to report any discrepancy in your Statement within the stipulated time stated above, you will be deemed to have agreed to the correctness of all the entries in the Statement and you will not have the right to dispute any entry. If ADCB agrees that there has been an error, ADCB will take steps to correct it. ADCB may require you to provide further information or documents in order to conduct an investigation.

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 Charges, as the same may be determined by ADCB, if available or (ii) in exchange for redemption vouchers, or (iii) vouchers for specific merchandise (iii) or Third Party Reward at merchant approved by ADCB.
- 6.2 Only TouchPoints that are transferred to, and registered in, a TouchPoints Account, at the time of redemption, are eligible for redemption. The 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 the Contact Center or through the Internet Banking or Mobile Banking or instantly at TouchPoints activated POS machines available at any ADCB approved merchant or e-commerce merchants through their website or mobile application or through any other channel communicated by ADCB from time to time. Any instructions conveyed by the Customer will be governed by the terms and conditions applicable to the respective channel of redemption including the terms and conditions of a third party supplier. It is the sole responsibility of Customer to be aware of the terms and conditions and process applicable to the respective channel of redemption of the TouchPoints. ADCB, at its discretion, may act upon the instructions received through these modes of redemption. ADCB shall not incur any Liability whatsoever if:
- 6.3.1 the Customer is unable to redeem the TouchPoints for any reason whatsoever including but not limited to any outage or malfunction of the respective channel of redemption; or
 - 6.3.2 a third party supplier fails to redeem the TouchPoints due to any reason whatsoever; and/or
 - 6.3.3 any dispute arises between the Customer and the third party supplier arising out of redemption or non-redemption of the TouchPoint.
- 6.4 In the case of joint or multiple TouchPoints Relationship holders, only the Primary (first) Account Holder is eligible to redeem the TouchPoints. Additional TouchPoints, however, may be purchased for a nonrefundable fee if agreed by ADCB. For more information regarding this option, contact the 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 such ADCB Reward or the Third Party Reward or debit the cash value of the ADCB Reward or the Third Party Reward from the Customer 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 are subject to ADCB approval, ADCB terms and conditions for the relevant ADCB Reward or the Third Party Reward, availability of the ADCB Reward or the Third Party Reward at the time the redemption is requested, as well as restrictions imposed by any third party supplier or issuer of the ADCB Reward or the Third Party Reward. Whenever deemed necessary, ADCB may, without notice, cancel the ADCB Reward or the Third Party Reward order or substitute the ADCB Reward or the Third Party Reward with another of comparable nature and value, as determined by ADCB.
- 6.7 Details of the ADCB Reward available for TouchPoints Program are set out in, and redeemable from, the ADCB Rewards Online Catalogue available online through the Internet Banking or may be redeemed over the phone by contacting the Contact Centre. Reasonable efforts have been made to ensure that the information contained in the ADCB Rewards Online Catalogue 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 ADCB Reward or the Third Party Reward at / from ADCB-authorized merchants and are subject to the terms and conditions as may be prescribed by the issuer or third party 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 couriered to the TouchPoints Relationship holder's billing Address on the Records. If you wish to have them couriered 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 because of your failure to update your Account profile information.
- 6.11 Should a ADCB Reward or the Third Party Reward be received

in a damaged or defective condition, the Customer must notify the third party supplier of such damage or defect within the stipulated number of days as mentioned on the date of the receipt and as per the terms and conditions applicable to such ADCB Reward or the Third Party Reward. ADCB shall use reasonable efforts to convey the Customer complaint to the third party 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 Reward or the Third Party Reward.

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 Card or Debit Card; (c) breach of any of these terms and conditions and/or any other policy incorporated by reference herein or ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com or any other terms and conditions accepted by you for any ADCB Offering availed by you ; or (d) any other event, which, at the discretion of ADCB, should result in such forfeiture.

8. INDEMNITY

- 8.1 In addition to the indemnity provided by you in ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com, 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 the Customer as a result of the redemption of TouchPoints, possession and/or use of an ADCB Reward or the Third Party 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 the Customer to any third party arising out of the purchase, supply, quality, installation, use or otherwise, of an ADCB Reward or the Third Party Reward, or of any negligence, breach of statutory or other duty on the part of ADCB, any third party 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 Third Party

Reward or the suitability or fitness thereof for any use or purpose. All ADCB Reward or the Third Party Reward shall be accepted by the Customer at his/her own risk and peril.

- 8.3 ADCB is not responsible for disputes involving TouchPoints or any other aspect of this TouchPoints Program between Joint Account Holder of the Account. Any personal liability arising out of the receipt or use of TouchPoints or ADCB Reward or the Third Party Reward is solely your responsibility

9. BREACH OF TERMS AND CONDITIONS

- 9.1 In the event of a breach by the Customer of these terms and conditions or ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com or any other terms and conditions accepted by you for any ADCB Offering availed by you 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 out standings / dues within the prescribed time set by ADCB or for any other reason whatsoever, ADCB reserves the right, at its discretion, to:

9.1.1 Terminate the TouchPoints Relationship holder's membership in the TouchPoints Program and close his/her TouchPoints Account;

9.1.2 Refuse to award TouchPoints;

9.1.3 Withdraw TouchPoints; and/or

9.1.4 Refuse to redeem TouchPoints.

9.2 Such suspension and disqualification of the Customer may result, at ADCB's discretion, in the forfeiture of all of the Customer's TouchPoints.

10. CHOICE OF LAW

These terms and conditions are subject to clause 29 (Governing Law and Jurisdiction) of Part 1 of ADCB Consumer Banking Terms and Conditions available on Website adcb.com.

SCHEDULE A

TouchPoints Relationship

Current Account

Savings Account

Fixed Term 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

ADCB Takaful Products

Term Investment Deposit

Debit Card

Murabaha Auto Finance

Murabaha Personal Finance

Ijarah Home Finance

Forward Ijarah Home Finance

Any other relationship/ADCB Offering may be added or removed by ADCB from time to time, with or without notice to you.

TouchPoints Earning Table mailed (electronically or otherwise) or made available on Website 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 applicable to you in addition to these terms and conditions.

SCHEDULE B

For Credit Cards

No TouchPoints shall be earned for ADCB Credit Card transactions related to the following: (a) Charges and interest; (b) Cash Advance; (c) Balance Transfers; (d) Credit Card Loans; (e) purchase of foreign currency, saving certificates, bonds and other debt instruments; (f) finance Charges; (g) premiums or other payments in relation to insurance products or other products that ADCB may choose to offer; (h) bill payments made by utilizing any payment channel provided by ADCB exceeding AED 3,500 every month; (i) any payments or amounts deposited or credited to the Card Account (j) Charitable donations (l) transactions conducted at any exchange house; (k) Card Transaction incurred by utilizing amounts in excess of the Credit Limit; (l) Card Transaction incurred by utilizing amounts in excess of the Credit Limit; (m) transactions that ADCB determines, in its discretion, are disputed, erroneous, unauthorized, illegal and/or fraudulent; and (n) any other transactions that ADCB may include on this list from time to time, and (o) misuse of the Credit Card to effect fictitious transactions through POS terminals at merchant outlets or through other means shall also be excluded for purposes of qualifying for TouchPoints . (p) ADCB shall have the right to determine the maximum number of TouchPoints and/or similar benefits obtained with respect to a Card from time to time at its sole discretion. However, in any given month, the Cardholder shall only be entitled to TouchPoints and/or similar benefits for transactions carried out up to the extent of the assigned Credit Limit on the Card. Transactions exceeding the assigned Credit Limit of the Card shall not be entitled to earn TouchPoints during that month.

For Debit Cards

No TouchPoints shall be earned for ADCB Debit Card transactions related to the following: (a) Charges and interest; (b) cash withdrawals; (c) cash back from Point of Sale (POS) transactions (d) foreign currency purchases; traveler's checks; (e) premiums or other payments in relation to insurance products; (f) transactions that ADCB determines, in its discretion, are disputed, erroneous, unauthorized, illegal and/or fraudulent; and (g) any other transactions that ADCB may include on this list from time to time.

For Electronic Channels

No TouchPoints shall be earned for funds transfer between ADCB Accounts.

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.

For Bancassurance & Takaful Products

TouchPoints relating to the Bancassurance will be credited to the TouchPoints Account only three months after the Bancassurance is approved by the respective third party insurance provider and the Customer has paid the premium for first three months or any other time communicated by ADCB from time to time (the "Conditional Period") pursuant to the terms and conditions thereof. TouchPoints will only be earned on first year premiums for regular paying policies and single premium for lump sum paying policies and as determined by ADCB for each product from time to time at its sole discretion. If at any time during the Conditional Period, the Customer fails to pay the premiums when due, the Customer forgoes any and all TouchPoints initially qualified for towards premiums paid within this period. Customers, who subscribe to a Bancassurance and qualify for any reward under any of the running financial goals & smart goals bundle offers (PILINS & SLINS), will not be eligible for the standard Bancassurance TouchPoints stated herein.

For Shari'ah Compliant financing (including without limitation Murabaha Auto Finance, Murabaha Personal Finance, Ijarah and Forward Ijarah Home Finance).

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 earning in the TouchPoints Account.

SCHEDULE C

The following additions for TouchPoints Program from ADCB for Shari'ah compliant products and services and shall become a part of the existing terms and conditions for TouchPoints Program.

1. Definitions

Shari'ah Compliant Relationship means one or more of the Shari'ah compliant products and services listed in Schedule (B) attached hereto under the Shari'ah compliant relationships section eligible for inclusion in the TouchPoints Program.

2. Choice of Law

These terms and conditions are governed by the laws of the United Arab Emirates stated at clause 10 (Choice of Law) above. However, in case of Shari'ah Compliant Relationships to the extent these laws are not inconsistent with the principles of Shari'ah (as set out in the Shari'ah Standards published by the Accounting and Auditing Organization of Islamic Financial Institutions and/or Islamic Fiqh Academy of Organization of Islamic Conference), in which case the principles of Shari'ah will prevail.

Shari'ah Compliant Relationships

1. All mention of the word "Interest" in these terms and conditions will be expunged for the purpose of Shari'ah Compliant Relationships.
2. All mention of the word "accrue/accrued/accrual" in these terms and conditions will be read as (earn/earned/earning) for the purpose of Shari'ah Compliant Relationships.
3. All amount spent by ADCB Islamic Banking towards redemption of TouchPoints for Shari'ah Compliant Relationships will be solely provided out of shareholders' profits.
4. All other expenses incurred towards set up, maintenance and promotion of the ADCB TouchPoints program for Shari'ah Compliant Relationships will also be borne solely by shareholders.
5. The program is being run by shareholders to incentivize Customers to start and maintain a Shari'ah Compliant Relationship with ADCB Islamic Banking.



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