TERMS AND CONDITIONS

▶ TouchPoints Flex Card

adcbislamic.com

بنك أبوظبي التجاري
ADCB
ISLAMIC الإسلامي

1. Introduction

These terms and conditions along with its Schedule 1 (the "TouchPoints Flex Terms") are without prejudice to the ADCB Islamic Banking Consumer Terms and Conditions available on the ADCB Islamic Banking Website adcbislamic.com. These TouchPoints Flex Terms set out the specific benefits, features, restrictions and terms applicable to TouchPoints Flex Card and form part of the ADCB Islamic Banking Consumer Terms and Conditions. Your activation and/or use of TouchPoints Flex Card will constitute binding and conclusive evidence of your confirmation to be bound by these TouchPoints Flex Terms, in addition to the ADCB Islamic Banking Consumer Terms and Conditions, the Terms and Conditions for TouchPoints Rewards Program available on adcbislamic.com, and any third-party supplier terms and conditions applicable to the respective benefit or feature offered or provided by a third party supplier. Capitalised words used herein but not defined shall have the meanings given to them in the ADCB Islamic Banking Consumer Terms and Conditions available on ADCB Islamic Banking Website or Terms and Conditions for TouchPoints Rewards Program available on adcbislamic.com.

2. Definitions

For the purposes of these TouchPoints Flex Terms, the following terms have the meanings set out below:

"**Eligible Transaction**" means a purchase transaction made using TouchPoints Flex Card, subject to ADCB Islamic Banking's approval, applicable limits, controls and exclusions duly communicated by ADCB Islamic Banking.

"**TouchPoints Flex Card**" means the digital payment Card made available by ADCB Islamic Banking, which is linked to the Customer's TouchPoints balance.

3. How can you obtain the TouchPoints Flex Card?

- TouchPoints Flex Card is available only to existing Customers who meet ADCB Islamic Banking's eligibility criteria, including but not limited to completion of applicable customer due diligence requirements and enrolment through the Mobile Banking or any other channel approved by ADCB Islamic Banking.

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- TouchPoints Flex Card can only be obtained digitally.
- The Customer can apply for the TouchPoints Flex Card through the Mobile Banking MobileApp.

4. How can you effect TouchPoints Flex Card transaction?

- The Customer can use the TouchPoints Flex Card through an ADCB Islamic Banking-approved digital wallet, subject to the applicable terms and conditions.
- The Eligible Transactions are funded only through redemption of TouchPoints. ADCB Islamic Banking may determine, vary or amend the conversion rate, minimum redemption value, maximum transaction value, daily usage limits and any other applicable controls at its sole discretion, subject to the Applicable Laws.
- The value available for the Eligible Transaction will be determined by reference to the Customer's available TouchPoints balance and the applicable conversion rate set by ADCB Islamic Banking and/or third party supplier from time to time.
- The TouchPoints Flex Card can only be used at merchants approved by the Jaywan Card Scheme Provider and ADCB Islamic Banking.

5. What restrictions apply on the TouchPoints Flex Card?

- TouchPoints Flex Card is not funded through a deposit account, Current Account, Savings Account, credit facility or stored value account and the Customer can use the TouchPoints Flex Card for TouchPoints redemption only.
- The TouchPoints Flex Card is available digitally and cannot be obtained physically.
- The TouchPoints Flex Card may be used for permitted domestic point-of-sale, e-commerce and mobile wallet transactions within the UAE, subject to ADCB Islamic Banking's approval, applicable merchant acceptance, transaction limits, system availability and risk controls and the Applicable Laws.
- The TouchPoints Flex Card may not be used for ATM withdrawals, cash withdrawals, cash

equivalent transactions, cash-out, international transactions, person-to-person transfers, external funding, balance transfers, loading of funds from any source other than TouchPoints, or any transaction type restricted by ADCB Islamic Banking from time to time.

- The Customer may not receive the Statement of Account for the TouchPoints Flex Card; however, the Customer will be able to view the Card Transactions on the Mobile Banking Mobile App and TouchPoints App, respectively and download the TouchPoints statement from the Internet Banking and TouchPoints App.
- The Card Account may not be available for the TouchPoints Flex Card. However, the TouchPoints accrual and redemption will be reflected on the TouchPoints Account.

6. Can the Customer avail a Supplementary Card?

ADCB Islamic Banking may, at its sole discretion, permit the issuance of the Supplementary Card. The Primary Cardholder shall remain fully responsible for all use, transactions, obligations and liabilities arising from the Supplementary Card.

7. Can ADCB Islamic Banking decline Card Transactions or apply limit to the TouchPoints Flex Card?

ADCB Islamic Banking may, at any time, decline, cancel or restrict the use (including amending the Card Limit) of any Card Transaction or alter Card Limit. While ADCB Islamic Banking will reasonably endeavour to notify you before exercising this right, it will have the right to do so without notifying you in advance.

8. How does the Customer receive refunds on the TouchPoints Flex Card?

Where a refund is processed in respect of an Eligible Transaction, ADCB Islamic Banking may credit the corresponding value back as TouchPoints to the Customer's TouchPoints Account, subject to applicable Card Scheme Provider rules, merchant requirements, processing timelines, Records and the TouchPoints Terms and Conditions.

9. What Charges apply to the TouchPoints Flex Card?

The Customer may review the applicable Charges in the Schedule of Fees. ADCB Islamic Banking may introduce, amend or waive any Charges or other amounts applicable to the TouchPoints Flex Card at its sole discretion, subject to the Applicable Laws.

10. How can the Customer raise a dispute with respect to the Card Transaction?

- The Customer may raise a dispute about a Card Transaction in accordance with clause 2 of Part 1 of the Terms and Conditions.
- If you have any reason to dispute a Card Transaction, you must notify ADCB Islamic Banking within 30 days from the date of posting on the Mobile Banking.

11. Liability

ADCB Islamic Banking shall not incur any Liability for any declined transaction, merchant refusal, merchant dispute, system outage, delay, interruption, unavailability of the TouchPoints Flex Card or digital wallet or any loss arising from the Customer's failure to comply with the TouchPoints Flex Terms.

12. Amendments

ADCB Islamic Banking reserves the right to vary, add to, delete, amend, supplement or replace these TouchPoints Flex Terms at any time, subject to the Applicable Laws and customer notification requirements. Continued use of TouchPoints Flex Card after such amendment shall constitute acceptance of the revised terms.

Schedule 1

Following definitions (in the Glossary), under the ADCB Islamic Banking Consumer Terms and Conditions available on the Website are hereby amended as follows:

Account Information	(without limitation) any information concerning you (or a Supplementary Cardholder) and your Account(s), including but not limited to the Account Number, the amount of interest paid or credited to the Account, Account transactions, Account balance, Card Number, Credit Card Number, Debit Card Number, your (and, if you are an entity or Consumer Corporate Customer, your beneficial owners') name, Address, date/place of birth, country of residence, social security number, tax identification number, information relating to any funds or investment(s) held by ADCB Islamic Banking on your behalf or other financial information;
Card	a Debit Card or a Credit Card or any other type of card issued by ADCB Islamic Banking;
Card Account	with respect to: (A) the Debit Card, a Debit Card Account; (B) the Credit Card, a Credit Card Account; and (C) any other Card, any Account to which such Card is linked;

Card Charges with respect to:

(A) a Debit Card, Debit Card Charges;

(B) a Credit Card, Credit Card Charges; and

(C) any other Card, applicable Charges on the Card;

Card Limit with respect to a:

(A) Debit Card, the Spending Limit;

(B) Credit Card, the Credit Limit;

(C) any other Card Transaction limit applicable to a Card;

Card Number the number printed on the face of a Card or such other number designated as such by ADCB Islamic Banking from time to time;

Cardholder a Debit Cardholder or a Credit Cardholder or any other Card holder;

Card Scheme Provider Visa© or MasterCard© (as the case may be) or such other name as may be used to designate the aforementioned or any other card scheme approved by ADCB Islamic Banking including Jaywan;

Card Transaction with respect to:

(A) the Debit Card, a Debit Card Transaction;

(B) the Credit Card, a Credit Card Transaction; and

(C) any other Card launched by ADCB Islamic Banking, a transaction permitted by ADCB Islamic Banking like redemption of ADCB Islamic Banking Rewards or Third Party Rewards;

Primary Cardholder	a Customer (other than a Supplementary Cardholder) who is issued (as the case may be): (A) a Credit Card (and any Supplementary Card, at the request of such Customer) to operate the Credit Card Account; and/or (B) a Debit Card (and any Supplementary Card, at the request of such Customer) to operate the Debit Card Account; and/or (C) a Card (and any Supplementary Card, at the request of such Customer) to operate the applicable Card Account;

The Customer acknowledges and agrees that, upon the aforesaid amendments becoming effective and being incorporated into the ADCB Islamic Banking Consumer Terms and Conditions published on the Website, such amendments shall supersede provisions of this Schedule 1 and shall continue to apply to the Customer. Thereafter, this Schedule 1 shall become redundant.