

Credit Card Agreement

By applying for, and using, the Credit Card (as hereinafter defined) you are accepting and agreeing to be bound by the following terms and conditions of this Credit Card Agreement (the "Agreement"):

ATM (Automated Teller Machine) includes any card operated machine or device whether belonging to us or any Participating Bank, which accepts the Card.

Ajman Bank means Ajman Bank PJSC, which is the issuer of the Credit Card to you.

Application means the Credit Card Application Form provided by Ajman Bank to you for the purpose of availing the Card. For avoidance of doubt, the Application shall be duly governed by this Agreement and shall be considered an integral part hereof.

Card Currency means the Dirham (AED), the lawful currency of the United Arab Emirates.

Card or Credit Card means Credit Card issued by us Ajman Bank to you or to any Supplementary Cardholder(s) from time to time in the Card Currency, and includes, as appropriate, Supplementary, renewed or replacement Credit Card.

Card Account means the Credit Card account opened by us in your name for the purpose of entering all credit and/or debit transactions carried out by you and the Supplementary Cardholder(s), if any, under this Agreement.

Card Transaction means any transaction (including, without limitation, the payment for goods /services, cash withdrawal) carried out by you or the Supplementary Cardholder(s) using the Credit Card, the PIN or the Card number.

Charges means amounts payable by you arising from the use of the Credit Card or the Card number or the PIN or otherwise under this Agreement or as notified by us from time to time including, without limitation, all Card Transactions, fees, handling charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Card Account and form part of the Outstanding Balance.

Deposit means the amount (if any) placed with us as security for the performance of your obligations relating to your Card Account.

Guarantee means a guarantee (if any) from a bank acceptable to, in favor of, in a form acceptable to, and for an amount as specified by, us as security for the performance of your obligations with respect to your Card Account.

Limit or Credit Limit means the maximum debit balance for the Card Account for you and any Supplementary Cardholder(s), as determined, and notified, by us from time to time.

Merchant means any person, corporate entity, partnership, government entity or other establishment, which accepts the Credit Card or the Card number as a method of payment for the goods, services, and benefits offered by it.

Minimum Payment means 10% of the monthly usage dues or AED [please provide the threshold limit], whichever is higher, or the amount specified in the Statement of Account as the amount which you are required to pay on or before the Payment Due Date in order to keep the Credit Card active.

Monthly Subscription Fee means a fixed amount, as determined and notified by us to you from time to time, charged to you every month for using the Credit Card services.

Participating Bank includes any bank or any other entity which honours VISA card transaction.

Payment Due Date means the date specified in the Statement of Account, by which date you must pay the Outstanding Balance or any part thereof or the Minimum Amount Due.

Personal Identification Number ("PIN") means, in relation to the card, the PIN issued to you to enable you to use the Card for a Card Transaction at an ATM.

Outstanding Balance means the total debit balance appearing in the monthly statement before the Monthly Subscription Fee.

Security means either the Deposit or Guarantee or both.

Service and Price Guide means the guide provided with this Agreement, which will determine the extent of the services available to you and the applicable price and costs for availing such service. For avoidance of doubt, the considerations of the Service and Price Guide can be amended by Ajman Bank from time to time and the same shall be duly notified to you for the purpose of implementation and practise of the same.

Statement of Accounts means the monthly or other periodic statement sent to you and/or made available to you online showing particulars of the Outstanding Balance of your Card Account and the applicable Monthly Subscription Fee.

Supplementary Cardholder(s) means the person(s) who you have authorised to use the Card Account and to whom we have issued a Supplementary Card(s).

In this Agreement:

- (a) "you" and "your" means the cardholder (the "Cardholder") including the Supplementary Cardholder(s);
- (b) "we", "us" and "our" mean Ajman Bank;
- (c) the term "Parties" shall mean you and us;
- (d) Use of the singular shall include the plural and vice versa and any gender includes the other genders and any references to 'person' includes natural persons, firms, partnerships, companies and corporations.
- (e) The clause headings are included for convenience only and shall not affect the interpretation of this Agreement.
- (f) All dates and periods shall be determined by reference to the Gregorian calendar.
- (g) If any provision in a definition in this Agreement is a substantive provision conferring rights or imposing obligations then, notwithstanding that it is only in the definition clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- (h) All provisions related to the Cardholder shall mutatis mutandis apply to the Supplementary Cardholder(s), as the case may apply.

1. The Card

- 1.1. The Card is our property and you must return it to us immediately upon request.
- 1.2. Upon your application for a Card being approved, we shall send you the Card and a Personal Identification Number ("PIN") to be used in conjunction with your Card. You may collect the Card yourself or we will, if so requested, deliver the Card to you by courier at your risk. The signature of an individual at your address is sufficient proof of delivery and shall constitute receipt of the Card.
- 1.3. Upon receipt of the Card, you should sign it immediately if you intend to use it. By doing so, you will be bound by this Agreement. You shall not disclose the PIN to any other person and should change the PIN from time to time for security.
- 1.4. You must take all reasonable steps to keep the Card safe at all times.
- 1.5. You must not let anyone use the Card other than yourself.
- 1.6. You must keep the PIN secret and must not disclose it to anyone, or let anyone else know or use the PIN.
- 1.7. You shall ensure that any Supplementary Cardholder(s) takes the steps outlined above in relation to any Card issued to him.

2. Use of the Card

- 2.1. You may only use the Card for Card Transactions within the Limit and until the expiry date embossed on its face.
- 2.2. We shall set the Limit and shall notify you of it. We may change the Limit at any time and notify you of any changes.
- 2.3. The Cardholder and the Supplementary Cardholder(s) must collectively not exceed the Limit set for each Card Account. If the Limit is exceeded, whether with or without our prior consent, you must immediately pay us the amount in excess of the Limit. We may, where necessary, review and revise any of your Limits without notice. Notwithstanding any Limit that may be set or imposed, we may in our absolute discretion authorise or allow any Card Transaction even though this would result in the Limit being exceeded or refuse to authorise or approve any Card Transaction even though the Limit.
- 2.4. Further to Clause 2.2 and 2.3 above, we may agree to allow you additional temporary credit limit by phone, fax or other means of communication for a maximum period of "X" days on our sole discretion.
- 2.5. Any Card Transaction originated in a currency other than your Card Currency will be converted to your Card Currency at a rate of exchange determined by us. Such transactions will also be subject to a currency conversion fee as determined by us.
- 2.6. You must not use your Card for any unlawful purpose, including the purchase of goods or services, prohibited by Islamic Sharia or any applicable laws wherever the Card is used.
- 2.7. You must not use your Card to commit any act, which is against Islamic Shari'a principles.

- 2.8. Notwithstanding that the Card's Limit has not been exhausted, we shall be entitled to, at any time, with notice, and without liability towards you, withdraw and restrict your right to use the Card or to refuse to authorize any Card Transactions.
- 2.9. You must keep your Card secure and ensure that your Card number and PIN are not disclosed to any other person.
- 2.10. The Service and Price Guide issued along with this Agreement to you shall, subject to changes from time to time (the "Changes"), be considered an integral part of this Agreement. For avoidance of doubt, the provisions of Clause 10.9 shall mutatis mutandis apply to the Changes. The Service and Price Guide shall expressly provide for the various Limits, facilities and services that are provided under the relevant category of Card Account. The services and pricing for each of the categories may be different for each of the relevant categories, in any case the Service and Price Guide shall clearly provide for such categorization.

3. Cash withdrawals using the Card

- 3.1. You may obtain cash using the Card, in such amounts as may be determined by us from time to time, by the following means:
 - (a) by presenting the Card at any Ajman Bank branch or any branch of a member institution of VISA International which offers such facility, together with internationally recognised evidence of identity, and by signing the appropriate Card Transaction record; or
 - (b) by using the Card at any Ajman Bank ATM or of any other Participating Bank, in which case the amount of each withdrawal will be further subject to the applicable daily withdrawal limit of the ATM used.
- 3.2. You will need to use the PIN in conjunction with the Card when effecting a Card Transaction at an ATM. Our record of any Card Transaction effected in conjunction with a PIN shall be conclusively binding on you.
- 3.3. Any transfer of funds from your Card to an Ajman Bank transaction account (current account, investment savings account, investment time deposit account) will be treated as a cash withdrawal and will incur normal fixed transaction fees and charges.
- 3.4. You shall pay a fixed transaction fee for each cash withdrawal you get using the Card. We may, from time to time and with due notice; vary the amount of the transaction fee, which shall vary for own and local ATM and international ATM, which amount shall be specified Service and Price Guide.

4. Payment and other Operational matters

- 4.1. You agree to pay to us on issuance or renewal of the Card a non-refundable Monthly Subscription Fee in the amount as prescribed in the Service and Price Guide. You shall also, at our request, pay us a handling fee for the issuance of a replacement Card. Details of all fees and charges referred to in this clause are listed in the attached Service and Price Guide, which may be subject to the Changes.
- 4.2. We shall debit the Card Account with the amounts of all Card Transactions, Outstanding Balance, all charges and fees payable under this Agreement and any other liabilities we may incur arising out of or from the use / misuse of the Card.

- 4.3. You and any Supplementary Cardholder(s) will be jointly and severally liable to pay all amounts debited to the Card Account.
- 4.4. We shall send and /or make available to you online a Statement of Accounts for the Card Account. Non receipt of the Statement of Account and/or your inability, except for reasons beyond your control, to view the Statement of Account online shall not be construed to give you an excuse for non-payment of the amounts due to us.
- 4.5. You agree to pay to us the total amount of all charges and fees (Outstanding Balance) appearing in the Statement of Account not later than the Payment Due Date.
- 4.6. You may choose not to settle the Outstanding Balance in full, in which case you must pay us at least the Minimum Payment on or before the Payment Due Date. If the Outstanding Balance and the Monthly Subscription Fee is less than AED 100 then the Outstanding Balance and the Monthly Subscription Fee shall become due.
- 4.7. Any amount paid into your Card Account which is in excess of the Outstanding Balance will not be refunded but will be reflected as a credit in your Card Account.
- 4.8. If you do not settle the Outstanding Balance by the Payment Due Date and it remains unsettled at the date of issue of the next Statement of Account, the unpaid amount will be added to the next Statement of Account's Minimum Payment, which shall become immediately due and payable.
- 4.9. Any and all payments made or sent by the Cardholder or any Supplementary Cardholder may be applied and appropriated by us in such manner and order and to such Card Account(s) (whether relating to the Card issued to that Cardholder or otherwise) and or with respect to such Card Transaction(s) as we may select or determine notwithstanding any specific appropriation by the Cardholder.
- 4.10. If a deduction or withholding is required by law, you must immediately pay to us an additional amount such that the net amount received by us is equal to what we would have received had no such deduction or withholding had been made.
- 4.11. We will only give you a refund for a Card Transaction after the merchant or retailer has given us a valid credit voucher.
- 4.12. You shall be responsible for all goods and services tax and all other taxes imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax to your Card Account.
- 4.13. You are not allowed to make Card Transactions that exceed the current Limit without prior approval from us. You shall immediately upon demand by us, pay the full amount by which the Limit has been exceeded and the Minimum Payment then due. If you fail to make such payment in full, we may cancel the Card immediately without prior notice to you and the whole outstanding balance on the Card Account shall become immediately due and payable.
- 4.14. Any arrears and any Card Transaction made in breach of this Agreement shall become immediately payable by you.
- 4.15. We will not levy any charge on Card Transactions (excluding cash withdrawal) when the entire outstanding amount is paid on or before the payment due date. However, we reserve the right to charge you fees on any late payments you make subject to the late payment charges mentioned in the Service and Price Guide (the "Late Payment

Charges"), and we will channel any late fee collected from you to the Charity Fund maintained by us.

- 4.16. All payments received by us from you shall be applied in the following order of payment (or such other order as we may think fit):
- (a) All unpaid fees, cash withdrawals, charges and other costs shown on any previous Statement of Account;
 - (b) All unpaid, fees, cash withdrawals, charges and other costs shown on the current Statement of Account;
 - (c) All unpaid Card Transactions (excluding cash withdrawals) shown on any previous Statement of Account;
 - (d) All unpaid Card Transactions (excluding cash withdrawals) shown on the current Statement of Account; and
 - (e) All cash withdrawals and other Card Transactions not yet shown on the current Statement of Account.
- 4.17. We may charge fees for any returned unpaid cheques drawn by you in full or partial payment of the Outstanding Balance and this shall not affect any other legal remedies available to us.
- 4.18. You shall make all payments in the Card Currency. If you make payments in any other currency, you shall pay to us all exchange, commission and other actual charges or losses we may incur in converting such payments to the Card Currency (the "Expenses"). Such conversion shall be effected at the prevailing Ajman Bank rate on the date of exchange, which we may conclusively determine at the date of entry into the Card Account. Any payment you make in the Card Currency will be credited to the Card Account only on the date on which we receive the required funds for value in our books. Whenever a payment is received in any other currency, such a payment shall be credited after the date when the payment is converted to the Card Currency or when the relevant funds have been received for value by us in Ajman and credited to the Card Account. All such credits shall be less the Expenses.
- 4.19. You shall pay additional charges in the amounts, which we may prescribe immediately upon request, for the provision of copies of sales/cash withdrawal drafts, Statements of Account, which you may request, and any further service we may provide from time to time.
- 4.20. Although the below-mentioned pricing details shall be set out in the Service and Price Guide, we may at our discretion vary, with prior notice, the rate, method of calculation of the Monthly Subscription Fees, handling charges, additional charges or any other charges, as well as the period of time within which these fees and charges are payable. None of the fees (including the Monthly Subscription Fee) payable to us under this Agreement is refundable.
- 4.21. If you dispute a Card Transaction and it is subsequently proven to have been originated by you, we will charge back the original amount of the Card Transaction when it took place.
- 4.22. Our acceptance of late or partial payments, cheques or money orders shall not prevent us from enforcing our rights to collect the full amount due from you or constitute an amendment to this Agreement.

- 4.23. You agree that if any sums shall become due from you to us at any time under the Card Account, or if you shall become liable to us on any banking account or any other account, current or otherwise, in any manner or if you are in default in the provisions of such accounts or in any other banking facilities granted by us to you, the whole Outstanding Balance on your account shall become immediately due and payable.
- 4.24. 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 us by the paying bank. Any cash deposit may only be regarded as having been received by us upon our receipt or crediting the same to the Card Account. (Any fees and charges related to cash deposits or cheque collection/ clearance will be borne by you).
- 4.25. We may at any time demand that you deposit an undated cheque and/or pledge cash collateral in our favour for a specified amount not exceeding the Card Limit, even if such a cheque or cash collateral were not demanded when the Card was issued. If we make such a demand, you shall be treated as having authorised us to insert the date on the cheque and present it for payment on the inserted date against any amount due to us. In case the deposited cheque exceeds the outstanding amount and it is cashed, the surplus amount will be refunded to you.
- 4.26. If you choose to settle by way of direct debit (a facility currently available only to Ajman Bank's customers), the percentage of the total amount due specified by you when applying for the Card will be debited to your bank account on or immediately after the Payment Due Date. Where a sufficient credit balance is not maintained, we may cancel the Card.
- 4.27. You may choose to effect payment from your account with us via call centre. We shall not be liable for any loss or delay caused by the use of the call centre.
- 4.28. You may not transfer funds from one Card Account to another in settlement of the debit balance of one Card Account, except with our prior approval.
- 4.29. We will credit the Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from a member establishment.
- 4.30. We will not be responsible to present the purchase invoices signed by you in support of the Statement of Account. The Statement of Accounts sent to you by us, or made available online, showing the details of the Card Transactions carried out by you or the Supplementary Cardholder(s) shall be sufficient proof of your obligations to pay us the Outstanding Balance.
- 4.31. Our records (including electronic, computer and microfilm stored records) of all Card Transaction or otherwise relating to your Card Account shall constitute evidence of the Card Transactions and we may use any such information as evidence in court and shall be binding on you for all purposes whatsoever. You hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever.
- 4.32. Neither the acceptance or approval by us of any instruction or arrangement for any monthly or periodic payment of any charge of any person by monthly or periodic deduction effected on any Card Account or in respect of any monthly or periodic Card Transaction nor the execution by us of any such deduction in respect of any month or period shall impose upon us, any obligation to effect such deduction in respect of each and every month or period and we shall not be liable for any loss or damage suffered or

incurred as a consequence of any failure by us to effect any deduction or Card Transaction in respect of any one or more months or periods.

- 4.33. We shall be entitled to rely upon and to treat any document or recorded communication relating to any Card Transaction with your signature or recorded voice as conclusive evidence of the fact that the Card Transaction as therein stated or recorded was authorised and properly made or effected by you.
- 4.34. You shall be obliged to provide the Security as per the Service and Price Guide.

5. Supplementary Cardholder(s)

- 5.1. We may issue a Supplementary Card to an individual nominated by you who is over 18 years of age, and approved by us. This shall be subject to the Supplementary Cardholder(s) signing the relevant application form and the terms and conditions, as we may deem necessary.
- 5.2. This Agreement shall also apply to the Supplementary Cardholder(s) . Every Supplementary Cardholder(s) shall be jointly and severally liable with you for all charges and the Card Transactions generated by the use of the primary as well as the Supplementary Card. We may commence an action or proceedings against you or the Supplementary Cardholder(s) or both of you in connection with your obligations under this Agreement.
- 5.3. The validity of the Supplementary Card is dependent on the validity of the primary Card. The termination of the Supplementary Card for whatever reason shall not terminate the primary Card or your Agreement with us for your Card.
- 5.4. Your and the Supplementary Cardholder(s) 's undertakings, liabilities and obligations to us and our rights shall not be affected in any way by any dispute, counterclaim or right of set-off which you and the Supplementary Cardholder(s) may have against each other.
- 5.5. You shall indemnify us against any actual loss, damage, liability, costs and expenses whether legal or otherwise incurred by us by reason of any acts or omissions, legal disability or incapacity of the Supplementary Cardholder(s) or any breach of this Agreement by the Supplementary Cardholder(s).

6. Loss of Card and PIN

- 6.1. If the Card is lost or stolen or the PIN is disclosed to any person or if you think someone else may know the PIN, you shall immediately notify us on Call Centre, and the Police of the country/area where such loss or theft or disclosure occurred. Such notification shall be followed by a signed written confirmation or an email within 48 hours of receipt of notice. You also undertake to take all necessary steps to assist us in recovering the missing Card.
- 6.2. You shall be, and remain, fully liable to pay to us any debit to the Card Account arising from any Card Transactions by any person whether with or without your knowledge and irrespective of whether they were authorised by you or not.
- 6.3. We may issue a replacement for any lost or stolen Card subject to these or such other terms and conditions as we may consider appropriate and at a fee determined by us from time to time.
- 6.4. If you recover the lost or stolen Card, you must immediately cut it in half and return it to us without using it.

6.5. You may not use the PIN after notifying us of its disclosure to any person.

7. Termination

7.1. You may at any time notify us of your intention to close the Card Account and terminate the use of all Cards issued to you and any Supplementary Cardholder(s) by giving us notice in writing and returning to us all such Cards cut in half. The Card Account shall be closed only after you have paid in full all charges and amounts due under the Card Account.

7.2. All amounts outstanding on a Card Account, together with the amount incurred by the use of the Card but not yet charged to the Card Account, shall be payable immediately in full upon termination of the use of the Card.

7.3. If a Supplementary Cardholder(s) terminates the use of the Supplementary Card, you and the Supplementary Cardholder(s) shall be, and shall continue to be, jointly and severally liable to us for all charges and other amounts due under this Agreement except that the Supplementary Cardholder(s) whose Card has been terminated shall not be liable for charges and other liabilities incurred by you and any other Supplementary Cardholder(s) (if any) after our receipt of the terminated Supplementary Card cut in half.

7.4. We may at any time and with prior notice recall the Card and terminate or suspend your right to use it without liability and without furnishing any reason therefore. You shall immediately after such recall return to us the Card cut in half and pay in full all charges and amounts due on your Card Account.

7.5. We shall terminate the use of the Card without notice upon your death, bankruptcy or insolvency.

7.6. You and/or your estate shall be responsible for setting off Outstanding Balances on the Card Account and shall pay us all expenses and costs that we may incur in recovering such Outstanding Balances or outstanding amount.

7.7. We shall not be liable to refund the monthly membership fee or any part of such fee on the termination of the Card Account.

7.8. Upon cancellation of the use of the Card, any Security held by us shall be held for a period of sixty (60) days following the cancellation and/or return of the Card, whether cancelled by you or us.

7.9. Notwithstanding the termination or cancellation under this Agreement, any use of the Card or the PIN of a Card (whether or not by you) before it is returned to us shall be deemed to be use of the Card or the PIN by you and you shall be liable to pay the Outstanding Balance on the Card Account in full forthwith, including such Card Transactions then incurred but not yet debited to that Card Account. Your obligation under this Agreement will continue despite the termination of the Card Account and the use of the Card for any reason by either party.

7.10. Notwithstanding anything in this Agreement, our rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Card.

8. Indemnity and Liability

- 8.1. You shall indemnify us against any actual consequences, claims, proceedings or losses that may arise or be incurred or sustained by us by reason of carrying out the telephonic instructions from, or purported to be from, you.
- 8.2. You shall indemnify and keep us fully indemnified against all actual claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) incurred, suffered or sustained by us, directly or indirectly, by reason of or in connection with this Agreement, including but not limited to:
- (a) breach of any provision of this Agreement on your part; and/or
 - (b) the enforcement or protection of our rights and remedies against you under this Agreement, or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by you; and/or
 - (c) any change in any law, regulation or official directive which may have an effect on this Agreement,
- and such indemnity shall be paid by you upon demand and/or may be debited to your Card Account without notice.
- 8.3. You undertake to pay to us the amount of any actual loss or damages which our directors, officers, employees (the "**Indemnified Persons**") may suffer or incur by reason of your failure to comply with this Agreement or by reason of breach thereof by you or arising out of or in connection with the Card Account or the Credit Card. However, this clause will not apply in the event of gross negligence, fraud, wilful misconduct on the part of the Indemnified Persons.
- 8.4. We shall not be liable for any loss or damage howsoever incurred or suffered by you by reason of us or a Merchant or any bank or financial institution or any ATM or other party refusing to allow a Card Transaction, or accept the Card or the Card number or the PIN or to extend or provide a cash withdrawal up to the Limit or at all.
- 8.5. We shall not be responsible for the refusal by any Merchant or member institution of VISA International to honour or accept the Card or for any defect or deficiency in the goods or services supplied to you by any Merchant or, where applicable, for any breach or non performance by a Merchant of a Card Transaction.
- 8.6. If there is a dispute between you and us, a Merchant, a bank or financial institution or any other person, your liability to us shall not in any way be affected by such dispute or any counterclaim or right of set-off which you may have against us, such Merchant, or other bank or financial institution or person.
- 8.7. We shall not be liable for any disputes brought to our notice by you after 30 days from the date of the relevant statement of account.
- 8.8. We shall not be liable, in any way, to you for any loss or damage of whatever nature, due to or arising from any disruption or failure or defect in any ATM or machine or terminal or communication system or facilities or data processing system or transmission link or any industrial or other dispute or anything or cause, whether beyond our control or otherwise.
- 8.9. We shall not be liable to you in the following circumstances:
- (a) exercise by us of our right to terminate any Card or Card Account pursuant to Clause 7.4;

- (b) any injury to your credit character and reputation due to repossession of the Card by us, or any request for its return or refusal by any person to honor or accept the Card; and
- (c) any error or omission in any details disclosed by us pursuant to Clause 9.
- (d) any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside our control or the control of any of our servants, agents or contractors;
- (e) any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card or the corruption of any such data or information, howsoever caused;
- (f) for any loss, theft, use or misuse of the Card or disclosure of your PIN and/or any breach of this Agreement (ii) for any fraud and/or forgery perpetrated on us or any merchant (iii) for any injury to your credit, character and reputation in relation to our repossession or our request for the return of the Card or your use of the Card;
- (g) for the interception by or disclosure to any person (whether unlawful or otherwise) of any data or information relating to you, any Card Transaction or your Card Account transmitted through or stored in any electronic system or medium, howsoever caused.

9. Disclosure of Information

- 9.1. For the purpose of assessing your creditworthiness, you authorise:
 - (a) us to obtain information relating to you from any credit bureau and consent to such credit bureau disclosing information about you to us; and
 - (b) the credit bureau to disclose information about you obtained from us to its members or subscribers and/or compliance committees.
- 9.2. We may check or authorize, through any of our duly appointed agents or delegate, the checking of your credit standing at any time as and when we deem fit without reference to you.
- 9.3. You irrevocably authorise and permit us to disclose and furnish such information that we may deem fit concerning you and your affairs including but not limited to the Card Account to our associates, branches, assignees, agents, or other parties or person, including banks, financial institutions, regulators and service providers who provide a service to us as such. Our authority to disclose information obtained by us shall survive the termination of this Agreement.
- 9.4. You agree that where your written permission is required by law or otherwise for any such disclosure by us, the signing of the Card application form and/or the signing of the Card and/or the usage of the Card shall constitute and be deemed to be sufficient written permission for such disclosure.
- 9.5. Our rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to the relevant governing laws or any other statutory provision and nothing herein is to be construed as limiting any of these other rights.

10. Programme, Notices and Amendments

- 10.1. We may provide at our sole discretion, any programme, scheme or plan from time to time with respect to the use or the promotion of the use of Card (the "Programme"). Such Programme where provided, does not form part of our legal relationship with you. Those Programmes may be subject to their own terms and conditions. If you intend to derive any privilege or benefit conferred or offered thereunder, you shall before ordering or making any purchase from any merchant involved or participating in the Programme, inform that merchant of your intention and present the Card to that merchant. We may at any time and from time to time without prior notice and without assigning any reason:
- (a) amend, modify, vary or withdraw the terms and conditions of any Programme and or any privilege or benefits offered or conferred under any Programme;
 - (b) suspend or terminate any Programme;
 - (c) restrict or exclude any merchant from participation or continuing to participate in any Programme.
- 10.2. Further to Clause 10.1, any privilege or benefit to be obtained from or conferred by any merchant under any Programme may be unavailable, suspended or withdrawn by that merchant at any time for any reason and whether temporarily or otherwise. We shall not be liable for any refusal of any merchant to extend or confer any privilege or benefit under any Programme for any reason whatsoever.
- 10.3. You must promptly notify us in writing of any changes in your name, employment or business and address including phone number, email, etc.
- 10.4. Should you be away from the UAE for more than 6-month, you must settle the Card Account in full seven (7) days prior to your departure.
- 10.5. If you leave the UAE to take up residence elsewhere, the Card (including any Supplementary Card) must be returned to us cut in half fourteen (14) days prior to your departure and its/their use shall be deemed to be terminated.
- 10.6. All demands, notices and other communications sent under this Agreement to you and to any Supplementary Cardholder(s) shall be deemed to have been sent to both.
- 10.7. Any request of or instruction to us shall be in writing and shall be signed by you provided nevertheless that we may but shall not be obliged to accept and act on any instruction or request by telex, facsimile transmission or through the telephone which is believed by our officer or employee attending to such instruction or request to have been given or made or authorised by you. Notwithstanding that such instruction or request may not have been given or made or authorised by you and notwithstanding any fraud that may exist in relation thereto, we shall not be liable for any loss or damage suffered as a consequence of its acting on or acceding to any such instruction or request. We shall not be under any duty to verify the identity of any person communicating purportedly as you or on your behalf. The Cardholder shall provide us with written notice of any change in that Cardholder's particulars. All instructions provided for above shall be considered valid and binding on you and we may act upon the instructions received by us through the means stated hereabove.
- 10.8. All communications, cards, notices, statements of account, demands or other documents under this Agreement may be delivered personally to you or sent by post or email to the last known address at your sole risk. Each such communication or other material shall

be deemed to have been received and served on you on the day of delivery if delivered personally or via email and two business days after posting, if sent by post.

- 10.9. We may at any time at its absolute discretion and upon written notice to you or by written intimation, change any one or more of the terms and conditions in this Agreement (the "Amendments"). Such change shall take effect from the date stated in the notice. If you do not accept such change, you shall forthwith discontinue use of the Card and instruct us to terminate the Card. Where you continue to use the Card after such notification, you shall be deemed to have agreed with and accepted such change.
- 10.10. For the purpose of Clauses 2.10 and 10.9, the term "written notice" shall be considered to be any of the following:
- (a) publishing such Changes or Amendments in your Billing Statements; or
 - (b) displaying such Changes or Amendments at our branches or automated teller machines; or
 - (c) posting such Changes or Amendments on our website; or
 - (d) intimating such Changes or Amendments through electronic mail or letter; or
 - (e) publishing such Changes or Amendments in any newspapers; or
 - (f) intimating such Changes or Amendments by other means of communication as we may determine.

11. General

- 11.1 We shall not be liable for acting in good faith upon your instructions.
- 11.2 You authorize us at our discretion to record any instructions on the phone and to use such records as evidence in a court of law or other legal proceedings.
- 11.3 No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed a waiver or partial waiver thereof on our part; and no waiver by us of any breach of this Agreement on your part is to be considered a waiver of any subsequent breach of the same or any provision of this Agreement. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.
- 11.4 In addition to any other right we may have either under this Agreement or under law, We may at any time and without prior notice or demand combine or consolidate any and all accounts maintained by you with us (whether matured or not) and regardless of where your accounts are located or whether your accounts are held in your sole name or jointly with others (including with one or more of the Supplementary Cardholder(s)) and set off or transfer any sum standing to the credit in any or all such accounts in or towards the discharge or payment of any and all sums due to us from you on any Card Account or under this Agreement notwithstanding that:
- (a) the use of the Card or the Card Account has not been terminated; and/or
 - (b) the Outstanding Balance does not exceed the Limit.
- 11.5 Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency

exchange and you shall bear all actual exchange risks, losses, commission and other bank charges which may be incurred.

- 11.6 We may, for and on our behalf, appoint an agent or delegate to collect any sum due from you to us under this Agreement without the need to provide you details of their appointment. Nevertheless, you shall be required to obtain duly authenticated receipts or vouchers from such agent or delegate upon making such payments. In case of any dispute, the onus shall squarely be upon you to prove that you had made the requisite payments to the agent or the delegate by presenting the duly authenticated receipts or vouchers.
- 11.7 This Agreement is binding on you personally and you may not assign your rights and obligations to any other person.
- 11.8 You agree to sign and deliver to us such further documents as we may request from time to time.
- 11.9 Any delay or omission by us in exercising or enforcing (in whole or in part) any right or remedy arising under this Agreement shall not be construed as a waiver of such right or remedy. No waiver of any of this Agreement or a breach of them shall be given unless in writing and shall not operate as a waiver of any other requirements or breach of this Agreement.
- 11.10 If any of this Agreement is or becomes illegal or unenforceable, the remaining terms and conditions shall continue in full force and effect.
- 11.11 Time wherever mentioned shall be of the essence of this Agreement.
- 11.12 We may from time to time with notice to you change this Agreement. The retention or use by you of the Card shall be treated as acceptance of any such changes. If you do not accept any changes, you may close the Card Account and Clause 7 of this Agreement shall apply.
- 11.13 We shall have no liability to you in respect of any facilities or benefits which we may make available to you, which do not form part of this Agreement. We may withdraw such facilities and benefits at any time without notice.
- 11.14 Without prejudice to Clause 4.1, this Agreement embody the entire understanding between us and there are no provisions, terms, conditions or obligations, oral or written, expressed or implied, other than those contained herein.
- 11.15 All previous agreements or arrangements, if any, made between the Parties, written or verbal, are hereby cancelled and superseded by this Agreement.
- 11.16 This Agreement are governed by the laws of the Emirate of Ajman and the applicable Federal laws of the UAE to the extent these laws do not contradict the principles of Sharia in which case the principles of Sharia shall prevail. You and we submit to the non-exclusive jurisdiction of the courts of the Ajman. Such submission shall not restrict our rights to bring proceedings against you in any other jurisdiction in connection with your obligations under this Agreement.
- 11.17 This Agreement shall be available in Arabic and English versions and in case of any difference between such Arabic and English versions, the English version will prevail.