

TERMS AND CONDITIONS

General Credit Card

Najm Credit Cards
Majid Al Futtaim Finance L.L.C

IT IS IMPORTANT THAT YOU READ THESE TERMS AND CONDITIONS.

These terms and conditions ("**Terms and Conditions**") form an agreement between Majid Al Futtaim Finance L.L.C and yourselves and the Terms and Conditions are applicable if you have acquired a Card issued by the Issuer. By signing the Application Form and activating or using the Card, you have unconditionally and irrevocably agreed to be bound by these Terms and Conditions.

1. Definitions

Application Form means the Issuer’s application form to be completed by the Cardmember in order to avail the Card.

ATM means an automated teller machine or any Card operated machine or device whether belonging to the Issuer or other participating banks or financial institutions nominated from time to time by the Issuer, which accepts the Card.

Card Account means the credit card account opened by the Issuer for the purpose of entering all credits and debits received or incurred by the Primary Cardmember and the Supplementary Cardmember (if any) under these Terms and Conditions.

Card means, as appropriate, a Najm Credit Card issued by the Issuer to the Cardmember and includes Primary Cardmember and Supplementary Cardmember, new, renewed or replacement Cards.

Cardholder or Cardmember means an individual to whom the Card bearing that individual’s name is issued by the Issuer and includes the Primary Cardmember and any Supplementary Cardmember.

Card Transaction means the purchase of goods and/or services, benefits or reservation (including without limitations any reservation made by the Cardmember for air, ship, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation, rental or hire, whether or not utilized by the Cardmember) and/or receiving Cash Advances by the use of the Card or the PIN or in any other manner including without limitation mail, telephone or facsimile orders, internet, or reservations authorized or made by the Cardmember, regardless of whether a sales slip or Cash Advance or other voucher or invoice or form is signed by the Cardmember.

Cash Advance means any amount obtained by use of the Card or the PIN through the ATM or Point of Sale or in any manner authorized by the Cardmember from the Issuer.

Cash Advance Fee has the meaning ascribed thereto in Clause 4(vi) and the numerical value as set out in the Issuer’s Service and Price Guide.

Cash Advance Limit means the maximum amount of cash withdrawal permitted by the Issuer for the Card Account for the Primary Card and Supplementary Card, if any.

Central Bank means the Central Bank of the UAE.

Charges means amounts payable by the Cardmember arising from the use of the Card or the PIN through the ATM or Point of Sale or under these Terms and Conditions and includes without limitation all Annual Fees, ATM Withdrawal Charges, Card Transactions, fees, Finance Charges, fixed Cash Advance Fee, additional costs, expenses, damages, legal costs and disbursements, which will be debited to the

Card Account and form part of the Current Balance.

Credit Limit means the maximum debit balance permitted by the Issuer for the Card Account for the Primary Card and the Supplementary Card, if any, and notified to the Primary Cardmember from time to time.

Current Balance means the total debit or credit balance (inclusive of all Charges/payments which shall be debited/credited to the Card Account) outstanding on the Card Account payable/ credited to/by the Issuer according to the Issuer’s records on the date the Statement of Account is issued.

Deposit means the amount in cash placed with the Issuer as specified by the Issuer as security for the performance of the Cardmembers obligation.

Finance Charge means the charges billed to the Card Account if the Total amount due of the previous month’s statement of Account is not paid in full by the Payment due Date noted in the statement of account.

Guarantee means a guarantee, if any, from a bank acceptable to the Issuer in favor of the Issuer and in form and substance acceptable to the Issuer for an amount specified by the Issuer, as security for the performance of the Cardmembers obligation.

Introductory Period means 60 days from the effective date.

Issuer means Majid Al Futtaim Finance or any of its successors in interest and permitted assigns.

Late Payment Charge means a late payment charge levied on the Cardmember on account of the failure of the Cardmember to pay the Minimum Amount Due on the Payment Due Date and the numerical value of which is set out in the Issuer’s Service and Price Guide.

Loyalty and Rewards Program means a program sponsored by Majid Al Futtaim Finance whereby Cardmembers earn Najm Points on Card Transactions and have access to certain privileges and services as defined separately in the terms and conditions of the Loyalty and Rewards Program which may be changed, amended, or cancelled by Majid Al Futtaim Finance from time to time.

Member Institution means a licensed institution of Visa International.

Merchant means any corporate entity, person or other establishment supplying goods and/or services who accept the Card or the Card numbers as a mode of payment or reservation by the Cardmember.

Minimum Amount Due is five percent (5%) of Current Balance subject to a minimum, which if paid by the Payment Due Date will avoid any late payment charges.

Month means calendar month.

Najm Points means rewards points earned by the Cardmember on purchase transactions.

Over Limit Charge means a charge or penalty imposed on the Cardmember exceeding the Credit Limit and the numerical value set out in the Issuer’s Service and Price Guide.

Payment Due Date means the date specified in the Statement of Account by which date, payment of the Current Balance or any part thereof or the Minimum Amount Due is to be made to the Issuer.

Personal Identification Number or **PIN** means in relation to a Cardmember the four (4) digits Personal Identification Number issued to the Cardmember to enable the card to be used at a Point of Sale or an ATM.

Point of Sale means a location at a Merchant where Card Transactions are performed with the Cardmember present.

Primary Cardmember means a person other than a Supplementary Cardmember who is issued a Card and for whom the Card Account is first opened by the Issuer.

Security Cheque means an undated cheque signed by the Primary Cardmember payable to the Issuer.

Service and Price Guide means the schedule of charges, fees and commission circulated by the Issuer from time to time to the Cardmember in connection with use of the Card and the services of the Issuer.

Statement of Account means the Issuer's monthly or other periodic statement sent to the Cardmember showing particulars of the Current Balance payable by the Cardmember to the Issuer.

Supplementary Card has the meaning ascribed thereto in clause 6.

Supplementary Cardmember means the person who has been issued a Supplementary Card.

Telephone Identification Number or **TIN** means in relation to the Cardmember the telephone identification number issued to the Cardmember in order to enable him to carry out transactions over phone as different from the PIN defined above.

UAE means the United Arab Emirates.

VAT means any value added tax, consumption tax, goods and services tax or any similar tax or charge on goods and/or services imposed by the VAT Law from time to time.

Valid VAT Invoice means the invoice in the form prescribed under the relevant VAT Law, issued by the receiving Party to the paying Party enabling the paying Party to claim back the paid VAT where so permitted under the VAT Law.

VAT Law means Federal Decree - Law No. (8) of 2017 on Value Added Tax issued by United Arab Emirates' Ministry of Finance and its supplementing regulations enacted in United Arab Emirates from time to time.

24 hour Automated Phone Enquiries System or **Interactive Voice Response** or **IVR** means any device, capable of providing voice response to a Cardmembers request for services.

Unless the context requires otherwise:

- (a) The word 'terminal' means any ATM or Point of Sale terminal through which Card Transactions can be performed.
- (b) Words denoting one gender shall include all other genders.
- (c) Words denoting the singular shall include the plural and vice versa.
- (d) Words importing person shall include a sole proprietor, individual partnership firm, company, corporation or other natural or legal person whatsoever.

2. The Card

- (i) The Card is and will be, at all times, the property of the Issuer and must be surrendered to the Issuer immediately upon demand by the Issuer or its duly authorized agent in the UAE or elsewhere.
- (ii) The Card is Chip and PIN enabled. The Issuer will provide a PIN to be used in conjunction with the Card. The Cardmember may need to input the PIN to effect Card Transactions, and if so, the Cardmember may not be required to sign payment receipts.
- (iii) The Card may be collected by the Cardmember or sent by post or courier to the address notified to the Issuer by the Cardmember (either on the Application Form or otherwise in writing to the Issuer) at the sole risk of the Cardmember.
- (iv) Upon receipt of the Card, the Cardmember shall
 - (a) sign the Card immediately and
 - (b) contact or notify the Issuer in the manner specified by the Issuer in order to activate the Card. Such signature and/or activation and/or the use of the Card will constitute binding and conclusive evidence of the confirmation of the Cardmember to be bound by these Terms and Conditions, notwithstanding that the Issuer is not notified of the Cardmembers receipt of the Card.
- (v) In the event the Cardmember does not wish to be bound by these Terms and Conditions, the Cardmember shall cut the Card in half and return both halves to the Issuer and Clause 8 of these Terms and Conditions hereof shall henceforth be operative.
- (vi) The Card is not transferable and will be used exclusively by the Cardmember. The Cardmember under no circumstances whatsoever will allow the Card and/or PIN/TIN to be used by any other individual. The Card may not be pledged or delivered to another person by the Cardmember as security for any purpose whatsoever.
- (vii) The Cardmember shall at all times ensure that the Card is kept in a safe and secure place.

3. Use of the Card

- (i) The Card may be used for Card Transactions in accordance with these Terms and Conditions, including but not limited to:
 - (a) Within the Credit Limit notified by the Issuer to the Cardmember, and
 - (b) Until the expiry date embossed on its face.
- (ii) If a Cardmember loses or damages his Card or requires renewal, replacement or additional Cards, the Issuer may at its discretion issue (at the cost and expense of the Cardmember) such Card or Cards as the Cardmember may require.
- (iii) The Cardmember undertakes to act in good faith at all times in relation to all dealings with the Card and the Issuer.

- (iv) The Issuer's record of any Card Transactions (whether effected in conjunction with a PIN or not) shall be binding on the Cardmember.
- (v) Notwithstanding that the Cardmembers Credit Limit has not been exhausted, the Issuer shall be entitled to, at any time and without notice and without giving any reason and without any liability towards the Cardmember, withdraw and restrict the Cardmembers right to use the Card or refuse to authorize any Card Transaction.
- (vi) A Cardmember shall not be allowed to use the Card for any illicit, immoral, fraudulent or criminal activities which are or are deemed to be illegal under the laws of the UAE and the Issuer reserves the right to refuse settlement of any such Card Transaction on a Cardmembers behalf if the Issuer is of the reasonable opinion that the Card Transaction concerned is for goods and/or services which are considered illegal under the applicable laws. The Issuer shall have no responsibility to ensure that the Cardmember abides by the provisions of this clause.

4. Cash Advance

The Cardmember may obtain Cash Advance subject to the Cash Advance Limit and as may be acceptable to the Issuer from time to time at its absolute discretion by the following means:

- (i) Use of the Card on any ATM of any financial institution with whom the Issuer has a network agreement for the use of the ATM of the said financial institution in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM.
- (ii) Use of the Card to make transactions or for services involving items that are directly convertible to cash i.e. quasi-cash transactions, such as; wire transfer money orders, at non-financial institutions - foreign currency, money orders & travelers cheques, for betting including; lottery tickets, casino gaming chips, off-track betting & wagers at race tracks, will be considered as a cash advance transaction.
- (iii) The Cardmember is not authorized to seek any Cash Advance from any Merchant as a consequence of Merchant related Card Transaction. The Issuer is at liberty to cancel and not honor any such Card Transaction which relates to the seeking of a Cash Advance from the Cardmember through Merchant Card Transaction.
- (iv) The Issuer will provide a PIN to be used in conjunction with the Card when effecting a transaction at an ATM.
- (vi) The Cardmember shall under no circumstances whatsoever disclose the PIN to any other person.
- (vii) The Issuer's record of any Card Transactions affected in conjunction with a PIN shall be binding on the Cardmember as to its consequence.
- (viii) The use of the Card by the Cardmember to obtain a Cash Advance shall be deemed to constitute the Agreement of the Cardmember to pay Finance Charge on each Cash Advance and a Cash Advance Fee as prescribed by the Issuer from time to time. A Finance Charge shall be levied on each Cash Advance from the date of the advance until repayment in full. A Cash Advance Fee (subject to a minimum amount) will be levied on the amount of each Cash Advance and charged to the Card Account. The Issuer may from time to time, vary the amount of Finance Charges, Cash Advance Fees or any other fees and expenses payable by the Cardmember and notify the same to the Cardmember from time to time by providing the Cardmember its Service and Price Guide.

5. Payment

Details of all fees and charges referred to in this section are listed in the accompanying Service and Price Guide. This Service and Price Guide may be amended from time to time usually giving advance notice to the Cardmember.

- (i) The Cardmember agrees to pay to the Issuer upon the request of the Issuer an annual membership fee as prescribed by the Issuer for the Card when issued or renewed and an annual fee prescribed by the Issuer for each Supplementary Card when issued or renewed.
- (ii) The Cardmember agrees to pay the total amount of all Charges described as the Current Balance specified in the Statement of Account which is due in full and payable not later than the Payment Due Date specified on the Statement of Account and the Cardmember shall incur no Finance Charge (excluding for Cash Advance) if payment of the Current Balance is received by the Issuer on or before the Payment Due Date.
- (iii) The Cardmember may choose not to settle the Current Balance in full, in which case the Cardmember must pay the Minimum Amount Due as set out in the Statement of Account. If the Current Balance is less than the minimum dirham amount due as set out in the Statement of Account, then the Current Balance becomes fully due. However, if the Minimum Amount Due is not paid by the Payment Due Date or only partly paid, then the unpaid amount will be added to the next statement's Minimum Amount Due.
- (iv) The Cardmember shall and undertakes to stay within the prescribed Credit Limit assigned by the Issuer and further undertakes to affect no purchases or transactions which may cause the aggregate outstanding balance under all such purchases and transactions to exceed such Credit Limit. If in contravention of this provision, the Cardmember exceeds the Credit Limit, then the Cardmember must pay on the subsequent Payment Due Date the amount exceeding the Credit Limit in full and also in addition the applicable Over limit Charge.
- (v) If the Cardmember fails to pay the Minimum Amount Due by the Payment Due Date, a Late Payment Charge will be levied.
- (vi) If the Card member pays by the Payment Due Date less than the current balance or if no payment is made or if payment is made after the Payment Due Date, the Finance Charge calculated on a daily basis will be applied to the Current Balance from the date(s) of the card transactions as well as on all new transactions (from the respective transaction date) till such time as total outstanding

amounts are paid in full including all Finance Charges and fees levied on the Card Account

- (vii) All payments received by the Issuer from the Cardmember maybe applied in the following order of payment or such other order of priority as the Issuer may think fit:
 - (a) All unpaid Finance Charges, Charges, Cash Advance Fees, and other costs shown on any previous Statement of Account.
 - (b) All unpaid Finance Charges, Charges, Cash Advance Fees, and other costs shown on the current Statement of Account.
 - (c) All unpaid Card Transactions shown on any previous Statement of Account.
 - (d) All unpaid Card Transactions shown on the current Statement of Account.
 - (e) All Finance Charges, fees, Cash Advance Fees, Charges and Card Transactions not yet shown on the current Statement of Account.
- (viii) The Issuer shall be entitled at its sole discretion to vary the rate or method of calculation of the annual fees, handling Charges, additional Charges, Finance Charges, the specified Minimum Amount Due, and/or Late Payment Charges or any other charges nominated from time to time.
- (ix) All payments made by the Cardmember shall be in the billing currency of the Card Account. If payment is made in any other currency, the Cardmember shall pay the Issuer all exchange, commission and other charges or losses charged or incurred by the Issuer in converting such payment to the billing currency. Such conversion shall be effected at such rate of exchange as may be conclusively determined by the Issuer at the date of entry into the Card Account. Any payment made by the Cardmember in the billing currency of the Card Account will be credited to the Card Account only on the date of the Issuer's posting of the funds into the Card Account and where payment is received in any other currency other than the billing currency, such payment shall be credited after the date when such payment is converted to the billing currency or when relevant funds have been received for value by the Issuer and posted to the Card Account.
- (x) A handling charge as prescribed by the Issuer is payable by the Cardmember to the Issuer immediately upon a request to the Issuer to issue a replacement Card. Any additional Charges as prescribed by the Issuer are payable by the Cardmember to the Issuer immediately upon demand to the Issuer for the provision of copies of sales voucher/ Cash Advance slip and any further services the Issuer may provide from time to time.
- (xi) Without prejudice to the Issuer's rights at any time to take the appropriate legal action and criminal proceedings, the Issuer shall charge fees for any returned unpaid cheques drawn by the Cardmember in full or partial payment of the outstanding amount.
- (xii) The Cardmember hereby expressly agrees that if any sums shall be due from the Cardmember to the Issuer at any time

under the Card Account, or the Cardmember shall be liable to the Issuer, in any manner or if default is made by the Cardmember in the provisions of such accounts, then and in such event, the whole outstanding balance on the Cardmembers account shall become immediately due and payable and the provisions of clause 8 hereof shall be applicable.

- (xiii) Cheque Deposit: Any cheque deposited at an ATM, Point of Sale, Al Ghurair Exchange, Najm Office, POST or courier shall be acceptable for collection and the proceeds of such cheque shall not be available until the cheque has been cleared and the proceeds paid to the Issuer by the paying bank.

Cash Deposit: Any cash deposits may only be regarded as having been received by the Issuer upon crediting the same to the Card Account. Any cash deposit made through the Emirates NBD Cash and Cheque Deposit Machines (CCDM) shall be credited to the Card Account after 2 working days from the date the deposit was made.

Payments posted after the due date are subject to late charges.

For a full list of payment locations and options, please refer to <https://www.najm.ae/about-us/payment-locations/>

- (xiv) The Issuer may at any time demand that the Cardmember deposits a Security Cheque and/or pledge cash collateral in favor of the Issuer for the amount which the Issuer may require even when such a cheque was not demanded when the Card was issued to the Cardmember. The Cardmember, in such an eventuality, will be deemed to have authorized the Issuer to insert the date on the said cheque and to present it for payment on the inserted date against any amount due to the Issuer.
- (xv) Non receipt of Statement of Account shall not be construed by the Cardmember to be sufficient reason for non payment of any dues owed to the Issuer in time.
- (xvi) The Issuer will credit the Cardmembers Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the member establishment.
- (xvii) The payment by the Cardmember of any sum to the Issuer in respect of any Statement of Account or any other record of the Issuer shall constitute binding and conclusive evidence of the acceptance by the Cardmember of the entries shown on that Statement of Account or such other record generated by the Issuer.
- (xviii) Any consideration payable under the Contract is exclusive of VAT, unless explicitly indicated otherwise in the Contract. If any tax or VAT is imposed by the VAT Law on a supply of goods or services made under or in connection with this Contract, the consideration for the said supply of goods and services shall be increased by the quantum of tax or VAT applicable. For services or goods for which consideration has already been received, but portion or whole of the supply of such services or goods is to occur post enactment of the VAT Law, the paying Party shall promptly pay to the other Party the applicable VAT in respect of such post-VAT Law supply. The Party to whom

such consideration plus VAT is payable, shall before receiving the funds, issue a Valid VAT Invoice to the paying Party to enable it to claim the VAT back, where so permitted by the VAT Law.

6. Supplementary Card

- (i) The Issuer may in its absolute discretion issue a Supplementary Card to a person nominated by the Cardmember in the Application Form (or otherwise in writing) and approved by the Issuer. The issue of the Supplementary Card(s) shall be subject to such Terms and Conditions which the Issuer may deem necessary.
- (ii) The Terms and Conditions applicable herein to the Primary Cardmember shall apply mutatis mutandis (i.e. with the necessary changes) to the Supplementary Cardmember. Every Supplementary Cardmember shall be jointly and severally liable with the Primary Cardmember for costs, for all Cash Transactions and Cash Advances obtained and all transactions generated by the use of the Primary Card as well as the Supplementary Card.
- (iii) The Credit Limit assigned to the Primary Cardmember is inclusive of the Credit Limit of the Supplementary Cardmember and the Primary Cardmember and the Supplementary Cardmember shall not permit at any time the total of the Charges incurred through their respective Cards to exceed the said Credit Limit.
- (iv) In the event the Supplementary Cardmember has been assigned a specific maximum Credit Limit by the Issuer in connection with the Supplementary Card, then, this in no way releases the Primary Cardmember from being fully liable to the Issuer for all debts incurred by the Supplementary Cardmember.
- (v) The validity of the Supplementary Card is dependent on the validity of the Primary Card. The termination of the Supplementary Card or Supplementary Cardmembers agreement with the Issuer for whatever reason shall not terminate the Primary Card or the Primary Cardmembers agreement with the Issuer pursuant to these Terms and Conditions.
- (vi) The undertakings, liabilities and the obligations of the Primary Cardmember and the Supplementary Cardmember to the Issuer and the Issuer's rights herein shall not be affected in any way by any dispute or counterclaim which the Primary Cardmember and the Supplementary Cardmember may have against each other.
- (vii) The Primary Cardmember shall indemnify the Issuer against any and all loss, damage, liability, costs and expenses whether legal or otherwise incurred by the Issuer by reason of any legal disability or incapacity of the Supplementary Cardmember or any breach of these Terms and Conditions by the Supplementary Cardmember

7A. Unauthorised Transactions

- (i) The Issuer may issue a PIN for the Cardmember for use at any ATM which will accept the Card and the Cardmember agrees that the PIN may be sent by post or courier (as selected by the Issuer) to the Cardmember at Cardmembers own risk.

- (ii) The Cardmember shall be fully liable for all Card Transactions made with the PIN whether with or without the knowledge of the Cardmember.
- (iii) The Cardmember shall use all reasonable precautions to prevent the loss or theft of the Card or Card details and shall not at any time disclose the PIN to any party.
- (iv) In the event that the Card is lost or stolen or the PIN is disclosed to any other party, the Cardmember shall immediately notify the said loss, theft or disclosure together with the particulars thereof to the Issuer and the police or other relevant law enforcement authorities of the country where such loss or theft or disclosure occurred. The Cardmember shall also simultaneously notify the Issuer or its authorized representative in that country of such loss or disclosure of the Card or PIN respectively.
- (v) In the event that the Cardmember has suspicions that the Card may have been counterfeited or the Card details stolen and fraudulently used via the internet, over the phone, by fax or on the mail, the Cardmember shall immediately notify so to the Issuer and the police and forthwith stop using the Card (or Card details) to effect any Card Transactions. The Cardmember also undertakes to take all necessary steps to assist the Issuer in its investigations.
- (vi) The Cardmember shall be and remain fully liable to make payment to the Issuer for any debit to the Card Account arising from any Card Transactions, goods or services supplied by the Merchants, Cash Advances or ATM transactions effected through the use of the Card or the Card details by any person whether with or without knowledge of the Cardmember and irrespective of whether they were authorized by the Cardmember or not.
- (vii) The Issuer may at its absolute discretion issue a replacement for any lost or stolen Card, any Card which has (or may have been) counterfeited or which details have been stolen to effect unauthorised Card Transactions, or issue a new PIN under these Terms and Conditions or such other terms and conditions that the Issuer may deem fit. The Cardmember shall, in addition to these Terms and Conditions, be bound by the additional terms and conditions stipulated or imposed by the Issuer on the Cardmember in connection with the issuance of the replacement Card.
- (viii) In the event that the lost or stolen Card is recovered by the Cardmember, he shall immediately return the same cut in half to the Issuer without using it. The Cardmember shall not use the PIN after reporting to the Issuer of the disclosure of the same to any other party.

7B. Transaction Dispute

- (i) For fraud/unauthorized transaction dispute - Customer will receive credit only for eligible disputed transactions, where such eligible disputed transactions shall be solely determined by Majid Al Futtaim Finance LLC in its full discretion and authority. Customer will receive acknowledgement and notifications about dispute status via SMS or email on their registered mobile number or email address.
- (ii) As per the Visa Association Guidelines, the dispute resolution process may take up to 105 days and the decision based on

investigation of the reported dispute shall be final and irrevocable.

- (iii) For fraud/unauthorized transaction dispute - Following an investigation, if it is proven that the disputed transactions were actually authorized through a chip and pin, onetime password-initiated transaction and performed by the customer, the disputed amount originally credited to Customer's account shall be reversed and the customer will be liable to pay for the disputed transactions. In addition, the customer will be charged with AED 200 service fee along with applicable interest and other fees and charges.
- (iv) For fraud/unauthorized transaction dispute - If it is proven that the disputed transactions were actually unauthorized, the amount credited after submission of the dispute shall be considered as permanent credit to the Customer's card account.
- (v) For fraud/unauthorized transaction dispute - The card on which the disputed transactions is reported, will automatically be blocked and a replacement card will be delivered within five working days without any additional charge.
- (vi) A transaction cannot be considered unauthorized if the Customer has authorized or initiated the transaction or has a recurring invoice agreement with the merchant.
- (vii) Majid Al Futtaim Finance LLC does not guarantee the recovery of the disputed amount as the result is determined by, but not limited to, the outcome of the investigations involving Najm, the merchant's bank and/or Visa rules and regulations.
- (viii) For lost or stolen card transaction disputes - Customer will be liable for all transactions performed on the card prior to when it was reported to Najm as lost or stolen.
- (ix) For disputes other than fraud, such as duplicate billing, goods and services not received, etc., we will need additional documents and information to be submitted by customers. Customers will be notified about the requirements and they should fulfill the requirements within the communicated timeframe. We will make two attempts to reach the customer through registered email or contact number and if we are unable to connect or the required documentation is not provided within the timeframe, the dispute will be closed, and no further action shall be taken. In this situation, the customer will be liable for the disputed transaction amount and any associated fees and charges.
- (x) Dispute must be raised within 60 calendar days from the transaction date, failing which Majid Al Futtaim cannot be held liable for investigating and acting upon fraud/unauthorized transactions.

8. Termination

- (i) Notwithstanding the payment provisions outlined under clause 5 above, all amounts outstanding on a Card Account (including that of all Supplementary Cards) together with the amounts (including Charges) incurred by the use of the Card but not yet charged to the Cardmembers Account shall be payable immediately in full upon the termination of the Card and the agreement between the Issuer and the Cardmember pursuant to these Terms and Conditions.

- (ii) The Cardmember may at any time notify the Issuer of his intention to close the Card Account and terminate the use of all Cards by giving a notice in writing and returning all Cards cut into half to the Issuer. The Card Account shall be closed only after the receipt by the Issuer of all Cards cut in half and full payment of all Charges and outstanding liabilities under the Card Account.
- (iii) In the event of the Supplementary Cardmember terminating his Card, all Cardmembers including the Supplementary Cardmember whose use of the Card has been terminated shall be and shall continue to be jointly and severally liable to the Issuer for all Charges and other outstanding liabilities under the Card Account in accordance with these Terms and Conditions save that the Supplementary Cardmember whose use of the Card has been terminated shall not be liable for Charges and other liabilities incurred by the Cardmember and other Supplementary Cardmembers (if any) after the Issuer's receipt of the cut Supplementary Card.
- (iv) The Issuer may at any time recall all or any Card(s) and terminate its/their use with or without giving prior notice to the Cardmember. The Cardmember shall immediately after such recall, return such Card(s) cut in half to the Issuer and make full payment of all Charges and liabilities outstanding under the Card Account, to the Issuer.
- (v) The use of the Card shall be terminated by the Issuer without notice upon the death, bankruptcy or insolvency of the Cardmember or when the physical whereabouts of the Cardmember become unknown to the Issuer due to any cause not attributable to the Issuer.
- (vi) In the event of the death of the Cardmember, his estate will be responsible for repaying in full any outstanding balances on the Card Account and shall keep the Issuer indemnified for all costs (including legal fees and Charges) and expenses incurred in recovering such outstanding balances.
- (vii) The Issuer shall not be liable to refund the annual membership fee or any part thereof in the event of the termination of the Card Account.
- (viii) In the event that any Security Cheque is held by the Issuer as collateral for the issuance of the Card, the Issuer reserves the right to retain such Security Cheque for a period of at least sixty (60) days following the Card being cancelled and returned to the Issuer whether cancelled by the Cardmember or the Issuer or following the agreement under these Terms and Conditions being terminated.
- (ix) It is hereby expressly agreed by the Cardmember and the Issuer that all the provisions contained herein shall continue in full force and effect notwithstanding the termination of the use of the Card in accordance with the terms of these Terms and Conditions.

9. Exclusion of Liability

The Issuer shall be under no liability whatsoever to the Cardmember in respect of any loss or damage arising directly or indirectly in relation to the following:

- (i) Any loss or damage howsoever incurred or suffered by the Cardmember by reason of the Issuer or a Merchant or other

bank or financial institution or any ATM or other party refusing to allow a Card Transaction or refusing to accept the Card or the Card numbers or the PIN or refusing to extend or provide Cash Advances up to the Credit Limit or any issue connected therewith;

- (ii) Refusal of any Merchant to honor or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardmember by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Card Transaction;
- (iii) The malfunction of any ATM or disruption of communication or network systems;
- (iv) The exercise by the Issuer of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Issuer or by any other person or ATM;
- (v) The exercise by the Issuer of its right to terminate any Card or the Card Account pursuant to Clause 8 (iv);
- (vi) Any injury to the credit character and reputation of the Cardmember in and about the repossession of the Card, any request for its return or the refusal of any person to honor or accept the Card;
- (vii) Any misstatement, misrepresentation, error or omission in any details disclosed by the Issuer pursuant to Clause 10;
- (viii) Any dispute between the Cardmember and any Merchant or bank or financial institution or any other person, the Cardmembers liability to the Issuer shall not in any way be affected by such dispute or counterclaim or right of set-off which the Cardmember may have against such Merchant or bank or financial institution or person.

10. Disclosure of Information

- (i) The Cardmember irrevocably authorizes and permits the Issuer to disclose and furnish such information that it deems fit concerning the Cardmember and its affairs including but not limited to the Card Account governed by these Terms and Conditions to the Issuer's authorized representatives, subsidiaries, associates, branches, assignees, agents or other connected parties (including the Issuer's third party advisers and marketing partners) or any other party at the Issuer's discretion.
- (ii) The Issuer shall also be at liberty to share the necessary information relating to the Cardmember with the selected Card brand partners for the purpose of cross selling and marketing of goods and service to the Cardmember(s) and in relation to which the Issuer has entered into a formal agreement. The Cardmember has the option of deselecting such a value added service by expressly notifying the Issuer in writing.
- (iii) The Issuer shall have the right to check and verify the credit standing of the applicant for the Card and/or check credit and verify the standing of the Cardmember at any time as and when the Issuer deems fit without reference to him.
- (iv) The Issuer shall have an unconditional right to disclose any information in relation to the Cardmember if such information is sought by a court of competent authority or regulatory authority (including the Central Bank).

11. Indemnity

- (i) The Cardmember undertakes and agrees to indemnify and hold the Issuer harmless against any and all actions, claims, demands, proceedings, loss, damage, liability, costs and expenses whether legal or otherwise which the Issuer may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Issuer's rights as herein provided. All costs and expenses (including legal costs incurred by the Issuer in order to enforce the provisions of the Terms and Conditions) may be debited to the Card Account and shall be payable by the Cardmember.

12. Right to Set-Off

The Cardmember authorizes the Issuer, without prior notice to the Cardmember to:

- (i) combine or consolidate any of the Card Accounts held with the Issuer and apply any amount standing to the credit thereof in or towards payment of any and all amounts owed by the Cardmember to the Issuer and/or;
- (ii) to set off the whole or any part of any amounts owed by the Cardmember to the Issuer in such manner as the Issuer may select against any amount from time to time standing to the credit of any of the Card Accounts with the Issuer and in any currency and/or against the net proceeds of sale of any securities and/or other property held in the Cardmembers name by the Issuer and/or against any other amounts due to the Cardmember from the Issuer (whether or not matured), regardless of the currency, place of payment or booking office of such amount obligation.

13. Notices

- (i) The Cardmember must promptly notify the Issuer in writing of any changes in employment or business or address (office and/or residential) or if the Cardmember intends to be away from the UAE for more than thirty (30) days.
- (ii) Should the Cardmember be away from the UAE for more than thirty (30) days, the Card Account should be settled prior to the following Payment Due Date.
- (iii) If the Cardmember leaves the UAE to take up residence elsewhere, both the Primary Card and the Supplementary Card(s) shall be returned to the Issuer fourteen (14) days prior to the Cardmembers departure and the use of the Card and Supplementary Card(s) shall be deemed to be terminated and clause 8 shall apply.
- (iv) Instructions sent by the Cardmember to the Issuer through facsimile communication shall be considered valid and binding on the Cardmember and the Issuer may act upon instructions conveyed through this method. The Issuer may use the originals of the facsimile transmissions received by the Issuer and printed out on its receiving machine as evidence in any court of law.
- (v) All Cards, PIN, Statement of Accounts, demands or any other communication under these Terms and Conditions may be delivered personally or sent by ordinary post to the last known

billing or other address of the Cardmember and such communication shall be deemed to have been served on the Cardmember on the day of delivery, if delivered by hand and on the next business day after posting, if sent by post.

- (vi) All communications under these Terms and Conditions sent to the Primary Cardmember or the Supplementary Cardmember shall be deemed to be communication sent to both.
- (vii) Subject always to any applicable law, where the Issuer is required to give notice to the Cardmember under these Terms and Conditions, such notice shall be considered valid and binding on, and deemed to be received by the Cardmember if it is displayed at the Issuers place of business or on its website, sent by post, SMS or facsimile or otherwise notified to the Cardmember on the Statement of Account or through other electronic means.

14 (A) Automated Phone Enquiry Service

- (i) If the Cardmember requests the '24 hour Automated Phone Enquiry System', any instructions conveyed by the Cardmember shall be deemed valid and the Issuer may act upon the same, provided the Cardmember identifies himself through the Telephone Identification Number allotted to him.
- (ii) The Cardmember will not allow anyone to use the above facility on his behalf.
- (iii) The Issuer shall not be liable for acting in good faith upon the Cardmembers instructions.
- (iv) The Cardmember authorizes the Issuer at its discretion to record any such instruction and to use such records as evidence in a court of law or other legal proceedings.
- (v) The Cardmember shall indemnify and hold the Issuer harmless against any consequences, claims, proceedings or losses that may arise or be incurred by the reason of the carrying of telephonic instructions from or purported to be from the Cardmember.

14 (B) General

- (i) The Issuer shall be entitled to appoint an authorized agent to collect all sums due to the Issuer from the Cardmember under the Card Account and these Terms and Conditions.
- (ii) The Issuer shall be entitled at any time without the consent of the Cardmember to assign the whole or any part of its rights or obligations under these Terms and Conditions with or without notice to the Cardmember.
- (iii) The Cardmember undertakes to sign such further deeds, documents and agreements as may be requested by the Issuer from time to time.
- (iv) The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- (v) The Terms and Conditions herein are binding upon the Cardmember and he/she shall not assign his obligations herein to anyone else.
- (vi) Each of these Terms and Conditions shall be severable and distinct from one another and if at any time any one or more of

such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- (vii) The Issuer may at any time waive, either unconditionally or otherwise, any of these Terms and Conditions or any default or breach of the Cardmember, provided that such waiver is given in writing by the Issuer and save as aforesaid no condoning or excusing of and no neglect or forbearance on the part of the Issuer of any default or breach of any of these Terms and Conditions shall operate as a waiver of the Issuer's rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Issuer unless expressed in writing to the Issuer. Any waiver shall operate only as a waiver of the particular matter to which it relates and shall not operate as a waiver or release of any of these Terms and Conditions.
- (viii) In connection with the special discounts/offers made by the respective Merchants or Member Institutions, the Issuer does not hold out any warranty or make any representation of the delivery, quality, design, specifications or otherwise set out in respect of these offers. Also, these products/services are subject to availability and will be allocated on a first come, first served basis.
- (ix) In connection with the special discounts/offers made by the respective Merchants or Member Institutions, the Issuer will not be held responsible where any of the Merchants withdraws, cancels, alters or amends these products/services. Also the Issuer reserves the right to change/terminate the benefits available to Cardmembers at any time without prior notice.
- (x) The Cardmember undertakes to comply with all the applicable laws, rules and regulations (including any future regulations issued by the Central Bank) applicable to Cardmember in connection with these Terms and Conditions.
- (xi) In the event a Cardmembers Card Account is delinquent, suspended or cancelled the Issuer reserves the right to suspend or cancel any reward points and other privileges and services accumulated by the Cardmember through the Loyalty and Rewards Program.

15. Variation of Terms

- (i) The Issuer may from time to time change the Terms and Conditions of this Agreement. Subject to the requirements of any applicable statute, law, guideline, policy or notification (whether or not having the force of law) of any such change shall be given to the Cardmember by the Issuer either in writing or by publication thereof. Such changes shall apply on the effective date specified by the Issuer and shall apply to all unpaid Finance Charges, fees, fixed Cash Advance Fees, costs and Card Transactions.
- (ii) Retention or use of the Card after the effective date of any such change of Terms and Conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardmember. If the Cardmember does not accept the proposed change, the Cardmember must terminate use of the Card by giving prior written notice to the Issuer and return the Card cut in half to the Issuer prior to the effective date and clause 8 shall henceforth be operative.

16. Governing Law and Jurisdiction

The Terms and Conditions are governed by and shall be construed in accordance with the laws of the Emirate of Dubai and the Federal Laws of the UAE and the Cardmember hereby submits irrevocably to the non-exclusive jurisdiction of the civil courts of the Emirate of Dubai. Such submission shall however not prejudice the rights of the Issuer to bring proceedings against the Cardmember in any other jurisdiction.

17. Acceptance of Terms and Conditions

The Cardmember has signed the Application Form that denotes the Cardmembers acceptance of the aforesaid Terms and Conditions and confirms that in the event of any changes being communicated to the Cardmember, the Issuer is not obliged to obtain any acknowledgment for receipt of such communication.