

## Fee Table

Category	Type	Fees
Fees	Annual fee	SAR 1,000 MasterCard World SAR 600 MasterCard Platinum First Year Free
	Supplementary/Add on card fee	Free
	Card replacement fee	SAR 100
	ATM Cash withdrawal fee	SAR 75 for SAR 5,000 or Less , 3% for more than SAR 5,000 upto a maximum of SAR 300
	ATM Cash withdrawal limit	Up to 30% of Credit Limit
	Murabaha agency fee	SAR 15
	Late payment fee	SAR 100 (Outstanding equal or greater than SAR 250)
	Foreign currency charge (applicable for transactions on point of sale & ATM's)	2 % for MasterCard World 2.99% for MasterCard Platinum 0% for UAE Transactions
	Credit card dispute fee	SAR 50
	Over limit fee	Free
	EPP (Equal payment plan) Conversion fee	SAR 50 Processing fee per transaction
Plans early settlement fee	SAR 100	
<b>APR (Annual Profit Rate)</b>	Retail & Cash	<p><b>Monthly Term Cost</b></p> <p>2.85% for MasterCard World 3.08% for MasterCard Platinum</p> <p><b>APR</b></p> <p>43.91% for MasterCard World 48.95% for MasterCard Platinum</p>
<b>Payment</b>	Minimum Payment	5% or SAR 350 (whichever is higher)
	Period of statement	Monthly
	Payment due date	21 days from the statement date (Grace period up to 51 days)
<b>Value Added Tax (VAT)</b>	All fees and commissions are payable pursuant to this (agreement/application/letter/document/invoice) is exclusive of VAT . Any chargeable VAT in respect of the aforementioned fee or commission shall be payable by the client together with and in addition to any sum agreed to be paid hereunder	
<b>Method of monthly profit calculation example (if previous outstanding balance not cleared)</b>	Total Outstanding: SAR 10,000 Profit Rate: 3.08% Minimum Payment: 5% Murabaha agency fee: SAR 15 Total Outstanding after the Murabaha Transaction: $(10,000 \times 3.08\%) + 15 + 10,000 = \text{SAR } 10,323$ Minimum payment after the Murabaha Transaction: $\text{SAR } 10,323 \times 5\% = \text{SAR } 516.15$	
<b>Foreign Currency Conversion (US Dollar example)</b>	Transaction amount: \$ 1,000 Exchange rate: 3.754 (based on Visa/MasterCard daily exchange rate) Foreign currency charge: $3.754 + (3.754 \times 2\%) = \text{SAR } 3.82908$ Total converted amount reflected in the statement: $3.2908 \times 1,000 = 3,829.08$	

## Terms & Conditions

Praise be to Allah; Prayers and Peace be upon our Prophet Mohammed, His Household and all His Companions, now therefore: Following are the procedures, terms and conditions of Islamic Credit Cards:

### **Article One:** Definitions

**Bank:** First Abu Dhabi Bank (FAB)

**PIN:** means the related personal identification number issued to the Card Holder

**Islamic Card:** A form of Shariah compliant financing, which provides the ability to obtain cash funds through the purchase of commodities by way of Murabaha.

**Credit Card Limit:** The maximum amount that the Credit Card holder is permitted to accrue in the Credit Card account as a result of all transactions charged to the card account and consequent expenses, fees and other charges. This limit may only be increased by the Bank after a formal consent from the Card Holder and to access the card holders SIMAH records.

**Card Account (MasterCard/Visa):** An account opened separately from other account/s of the Card Holder with the Bank, in which details of the transactions carried out on the card are recorded including other card charges.

**Statement of Account:** A statement of account is issued by the Bank to the Card holder. It contains all entries and transactions carried out by the Card holder, the amount of debt due from the card holder and the method of payment. The statement also shows details of Islamic Card commodity Murabaha transaction that a card holder may carry out in the event that the card holder does not settle the whole accrued amount of debt. This transaction indicates the type of commodity involved, number of sold units, unit price, accrued instalment and date of payment. This statement of account shall be considered as accurate and acceptable to the Card holder unless otherwise the Bank receives a written objection whereof within a deadline of thirty (30) days from the date of issue of the respective statement of account and the bank shall mail or deliver by any guaranteed communication means a written response to the customer within thirty (30) days of receiving the notice from the card holder. The bank shall mail to the customer by any guaranteed communication means, the monthly statement at least 21 days prior to the due date for payment.

**Credit Card:** means Islamic card (Master Card) issued by FAB (in the name of the card holder) as per the card holder request and as per these terms and conditions. This card remains the property of FAB.

**Credit Card holder:** means 'Primary Card holder' or 'Supplementary Card holder'.

**Primary Card holder:** means a person in whose name the card is issued and the card account is maintained. This agreement constitutes a Guarantor 'Guarantee Relationship between the Bank and the card holder, under which the Bank shall guarantee the debt representing the financial obligations of the Card holder resulting from the usage of the card. In this regard, the Bank shall have the right to deduct part of the amount due to the beneficiary party from this guarantee by way of guarantee (charges), subject to the mutual agreement of the two parties.

**Supplementary Card holder:** means a person who has been issued a Supplementary Card as defined in Article 14 herein as per Primary Card holder's request and whose card transactions are chargeable to the card account of the Primary Card holder.

Use of the Card: Card holder hereby undertakes to:

1. Sign the Card immediately upon receipt.
2. Use the Card within the Credit Limit, determined by the Bank from time to time.
3. Not use the card beyond its expiry date or after its cancellation.
4. Ensure the safety of the Card and prevent the Card number and the PIN becoming known to any person.
5. Not to use the Card for any illegal card transaction and/or in breach of the terms thereof.

6. Not use the Card for purchasing goods or services or any other purposes that is prohibited by the Shariah principles and local law as valid in the place of usage and issuance of the Card.

7. Use the card as a guarantee tool against signing documents such as invoices, receipts or other vouchers which the respective merchants may present or against using the PIN assigned by the Bank for withdrawal of cash from ATM's. The card holder shall be liable for any obligations incurred due to the use of this card, which the Bank may bear, including liability for its misuse or loss.

**Cash Withdrawal:** The permissible amount of cash withdrawal as 30% of the Credit Card limit, which the card holder may withdraw and charge to the card's account by virtue of a cash withdrawal voucher to be signed by the card holder in the presence of the respective teller or withdraw from ATM's (through the use of card holder's PIN) or transferring cash from his Credit Card to his current account through phone banking, whereby the withdrawn amount will be charged to card holder's account. Cash withdrawal shall not exceed an amount of SAR 5000 for Credit Card accounts with a credit limit of over SAR 5000. For Credit Card accounts with a credit limit less than SAR 5000, the Card holder shall have the right to withdraw 30% of his credit limit for one time only.

**Maturity Date:** Payment of Debt arising from the issuance of the Credit Card or its use is due on the payment due date mentioned in the statement of account issued by the Bank. The Card holder shall pay the balance in full or pay the higher of either the minimum of the accrued amount or a lump sum amount of SR350 for Platinum and World cards within a deadline of twenty-one (21) days from the issuance date of the statement of account. In the event of default in the minimum payment of the due amount by the Maturity Date, the Bank may withdraw the card and place the name of the Card holder on the black list of the Saudi Credit Bureau (SIMAH) that is normally circulated among banks. However, if it becomes evident that the Card holder has become insolvent, a grace period will be granted until the Card holder becomes solvent. This is in line with the verse of the Holy Quran that states, 'And if the debtor is in a hard time (insolvent), then grant him time (grace period) until it is easy for him to (become solvent) repay'. If the Card holder is financially sound and desires to pay off the accrued debt by creating another debt account by way of Murabaha, then the Card holder may enter into a Murabaha arrangement with the Bank to pay off the prior debt. Under this arrangement, the Bank and the card holder may take the option of recovering the debt from the Card holder, through an agency the client is assigning the bank as an agent to buy and sell certain commodities via Murabaha on his behalf which may be close in value to the amount of debt due. The price of the commodities will be paid in one instalment within one month of the date of accrual.

**Sold Commodity:** means the commodity which the Card holder purchases from the Bank.

**Article Two:** Card Delivery Upon approval of the Card Holder's application

The Bank issues the Credit Card which the bearer may receive from any branch of FAB or may be forwarded by mail to the address of the applicant as stated in the application form, at the peril of the Card holder in both cases.

**Article Three:** Signature of the Credit Card Upon receiving the Credit Card

The Card holder shall sign it forthwith in the specified space on the back of the card. Card Holder shall be held fully liable for the consequences and damages incurred wherefrom and the Bank shall bear no liability wherefrom if there is a Failure on the part of the Card holder to sign in the specified space at the back of the card.

**Article Four:** Credit Card Validity

The Credit Card shall be valid for three Gregorian calendar years from the date of issue and automatically renewable as long as the Card Holder continues to pay. However, in case of the Card holder's desire not to renew his card, he or she shall serve the Bank a one month notice prior to the date of its expiry. Additionally, the Card Holder shall pay all accrued amounts on the card which shall be returned to the Bank upon closing of account.

**Article Five:** Payment of Debit Balance

The Card holder shall pay to the Bank the debit balance accrued or the minimum stated payment, which shall not be less than 5% of the outstanding balance on the Card Account, within a deadline of twenty-one (21) days from the date of issue of the statement of account. Payment shall be made through any of the channels made available by the Bank's headquarters or any place that may be determined by the Bank. In the event of failure on part of the Card holder to pay the minimum accrued amounts of card charges by the fourth month of their accrual, the Bank shall have the right to charge this debt fully to any of the accounts of the Card holder. Upon failure on part of the Card holder to pay the due instalment in a timely manner, the card shall be suspended. In the event of non-payment of minimum accrued amounts of card charges within the stated deadlines, name of the Card holder will

be negatively listed in the Saudi Credit Bureau (SIMAH) duly circulated among the Banks at a national level. Minimum Repayment: APR will be applied for all outstanding balances.

**Article Six: Method of Payment**

The Card holder shall pay the amounts incurred due to the use of the Credit Card on the due date stated in the Credit Card monthly statement of account. These payments shall be net of any taxes or charges of any type or source, whether existing at the time of signing by the Card holder of the respective card of these terms and conditions or would be imposed at any other time in the future.

Under these terms and conditions, the Card holder hereby authorizes the Bank in a final, conclusive and irrevocable manner to deduct the amount of due payments at the dates of their accrual from the Card holder's current account with the Bank without having to secure the approval of the Card holder whereof.

Any payments made by a Cardholder will be applied by the Bank in or towards payment of the Cardholder's liabilities to the Bank under these Terms & Conditions in such order as the Bank may decide.

**Article Seven: Financial Obligations**

Upon issuance of the Credit Card, the Bank shall charge the Credit Card account an annual fee (to be determined pursuant to the type of issued card and mentioned in Article). The annual fee will be charged to the first statement of account of the newly issued card. Thereafter, renewal fee shall be charged automatically at the start of each year of renewal of the card's validity. However, the Bank shall have the right to change such fees, and the Card holder who shall be informed prior to applying the change would have the option to continue with or cancel the subscription to the Credit Card. In the event of the Card holder's withdrawal of any amount of cash from any bank's ATM using this card, the Bank shall charge the Card holder a lump sum administrative fee of SAR 75 for each such cash withdrawal. Cash withdrawal shall not exceed an amount of SAR 5000 for Credit Card accounts with a credit limit of over SAR 5000. For Credit Card accounts with a credit limit less than SAR 5000, the Card holder shall have the right to withdraw 30% of his credit limit for one time only. The Card holder shall bear any expenses, fees, charges, obligations or other financial burdens incurred from the use of the card. The Bank shall have the right to charge such amount to the account of the card. The Card holder shall maintain sufficient balance in his current account for payment of the amounts that have accrued or may accrue from him at any time, depending on the date of issue of the statement of account of the card. However, in case of insufficient balance in the account, nonexistence of an account or delay on part of the Credit Card holder in the payment of an accrued amount, the Bank shall apply the measures stated in the clause titled 'Maturity Date' of Article One of these terms and conditions to the respective Islamic Credit Card/s account of the Card Holder. Where a Credit Card account has accrued an amount which is in excess of the agreed credit limit of the card, the Credit Card holder shall undertake to pay the accrued amount which is in excess of the Credit Card accounts agreed credit limit. This payment would be inclusive of the minimum payment due. The Card holder shall undertake to pay to the FAB legal fees that it incurs in case of processing with a claim or litigation with regard to the collection of funds which the Card holder fails to pay and/or as a result of breach of any of these terms and conditions.

**Article Eight: Statement of Account Accuracy/Errors & Disputed Transactions**

The Card holder shall acknowledge that the Bank's statement of account and records constitute sufficient evidence that testify the accuracy of the amounts duly recorded in the applicable current account. The Card holder hereby waives the right to object whereof after thirty (30) days from the statement date of such statement of account and shall have no right of recourse on the Bank after the lapse of the stated deadline.

Account Statement Errors shall include the following:

1. An Unauthorized use transaction that is not made by the Cardholder or person authorized by the Cardholder.
2. A transaction on which the Cardholder requests additional clarification including documented evidence
3. Failure by the Card Issuer to properly credit a payment or any other amount deposited in the Cardholder's account.
4. Accounting error made by the Card Issuer, so that a charge would be lower or higher than it should be including the imposition of fees or term cost that are not in accordance with the terms and the agreement in force.
5. The Card Issuer's failure to deliver a monthly account statement to the Cardholder's address on record.

6. Any other errors relate to Cardholder transactions.

**Article Nine: Acceleration of Payment:**

The Card holder shall have the right to accelerate the payment of the whole amount of the (forward) sale transaction prior to the date of its accrual. In the event that the Card holder accelerates the payment of the whole debt prior to the date of its maturity, the Bank shall have the right, but shall not be obliged, to write off part of his debt in line with the rule of 'remit and accelerate'

**Article Ten: Delay Penalties**

The Bank shall have the right to impose delay penalties in cases of delay in payment. The Bank may also impose penalties on the Card holder against any damage sustained by the bank if it becomes evident, subject to the discretion of the Bank that the Card holder has deliberately defaulted in the payment of any instalment or accrued amount. In this case, compensation shall be commensurate with the period of default of the whole amount due from the Card holder. This amount shall be spent on charitable causes under the supervision of the Shariah Board after deduction of actual expenses borne by the Bank as a result of such stalling on part of the Card holder. Such charges would be applied after the expiry of Grace Days.

**Article Eleven: Independence of the Card**

The Bank's relationship with the card holder under this agreement shall be totally separate from the card holder's relationship with third parties to whom payment is made for transactions using this Credit Card. Accordingly, the Bank shall not assume any responsibility resulting from the decline of the card and the Bank shall not be considered a party in any relationship between the Card holder and third parties pursuant to any transactions carried out by using this card. Accordingly, the Bank shall not entertain any request from the Card holder to waive any obligation that has been created from the use of the Credit Card and the Card holder shall not also object to the Bank's fulfilment of any such obligations. In addition to the Bank's right to recover its dues from the Card Holder through set off with any accounts of the Card holder with the Bank, the Bank shall also have the right, without prior notice, to combine or consolidate the debit balance on Islamic Credit Card (MasterCard/Visa) with any credit account held in the name of the Card holder with the Bank or to liquidate any other guarantees held in the name of the Card holder in order to pay off the Card holder's debt.

**Article Twelve: Use of the Card and its Loss**

The Card holder shall maintain the card, undertake to use it strictly as authorized and shall solely bear the consequences of loss or misuse of the card unless the card centre of FAB is notified of such loss or misuse in a timely manner. The Card holder shall also be held accountable for any breach of these terms and conditions. Additionally, the Card holder shall not give his Credit Card to any person regardless of the degree of kinship. In case the card is lost or stolen, the Card holder shall immediately notify the Card Centre of FAB accordingly in line with the Bank's instructions therewith. The Card holder may also notify the Credit Card Centre on 800 124 2222. In an unauthorized use of the Credit Card on account of loss or theft, the maximum liability of the customer prior to the customer reporting the loss or theft to the issuer shall not exceed the available credit limit or the amount of unauthorized transactions posted to the card holder account whichever is lower at the time of such reporting of loss or theft.

**Article Thirteen: Cancellation and Replacement of the Card**

The card shall continue to be owned by the Bank at all times and the Card holder shall return it to the Bank forthwith upon request of the Bank. The Bank shall have the right to cancel the primary or any supplementary cards without having to advise the card holder/s to stop their use. In this case, the Card holder/s shall return the cancelled card/s to the Bank and shall settle any debit balance accrued wherefrom. The Card Holder may request to cancel the primary card or any supplementary cards by serving the Bank a written notice within 14 days after receiving the card. The card holder will not be charged a fee in such a case unless the card has already been used by the cardholder. Attached to this notice shall be the cancelled primary and subsidiary cards. Additionally, the Card holder shall pay off any obligations associated with the account within a deadline of forty five (45) days from the date of cancellation covering all transactions that have taken place prior to the date of cancellation.

**Article Fourteen: Supplementary Card**

Upon the request of the primary Card holder and subject to the approval of the Bank, a supplementary card may be issued to one of the (adult) relatives of the card holder of the first degree of kinship with the same terms and conditions of the primary card. In this regard, a supplementary card shall be considered an integral part of the

primary card. The primary Card holder shall be accountable with the supplementary Card holder for all obligations resulting from the use of supplementary cards.

**Article Fifteen:** Issuance of Replacements for Lost or Damaged Cards

The bank shall at its absolute discretion shall issue a replacement card for cards reported as lost, stolen or damaged. However, in case of the Bank's approval to issue such a replacement card, it shall be issued for the remaining period of validity of the lost or damaged card.

**Article Sixteen:** Transactions in Foreign Currencies

The Bank shall fulfil any obligations resulting from the Card Holder's use of the card outside the Kingdom of Saudi Arabia within the limits of these terms and conditions in a foreign currency. The value of all card transactions will be charged to the cardholder in Saudi Riyal currency. The card transactions, which are effected in currencies other than the Saudi Riyal, will be debited to the card account after conversion into Saudi Riyal currency at a rate of exchange to be determined by MasterCard/Visa or the Bank from time to time in addition to the Foreign Currency Charge mentioned in the Article below. The Card holder agrees to pay the balance of FAB Credit Card (MasterCard/Visa) in Saudi Riyal currency. The Card holder shall comply with any restrictions or conditions that may be applied with respect to transactions or dealing in cash in foreign countries where the card is used. In this case, the Card holder shall solely bear any financial encumbrances or exchange rate differences which the Bank may be requested to pay and charge to the MasterCard/Visa account held by the Card Holder.

**Article Seventeen:** Documentation

The Bank shall not be obliged to forward invoices or other vouchers testifying to the Bank's payments of any dues or a copy whereof to be attached to the statement of account of the Card holder. However, in case the card holder requests any copy of such documents, the Bank shall charge a service fee of SAR 10 for each such copy, which will be charged to the card account. If it becomes evident that the Card holder was not responsible for the transaction reported in the said document, the Bank shall return the collected service fee and shall reverse the entry. In this regard, the Bank recommends that Card holders keep copies of the receipts that they receive from vendors for easy reference when reviewing their statements of account. However, it is to be taken into consideration that a Card holder shall not have the right to object to any amount after the lapse of 30 days from the date of issuance of the statement of account involving the amount subject of objection.

**Article Eighteen:** General Conditions

Accounts of all types duly opened in the name of the Card holder or which may be opened in the future with the Bank or any of its branches shall be considered as joint security for the subject Credit Card regardless of their names. In the event of Card holder's failure in fulfilling applicable obligations, the Bank shall be authorized to offset and deduct the debt from the Card holder's credit balance and carry out the necessary reconciliations and transfers on any accounts already opened or will be opened in the name of the Card holder with any of the branches of the FAB. In the event of non-fulfilment of obligations on part of the Card holder to the Bank, all funds, securities, commercial papers and precious metals which may be deposited in the name of the Card holder with the Bank or any of its branches shall be considered as guarantee and security for the fulfilment of the Card holder's obligations to the Bank, without having to give a special approval whereof. The Bank shall have the right to recover its dues and its debt directly from the abovementioned funds and assets through set off and shall have priority and precedence over any other creditor without necessarily having to serve the Card holder any notice or pursue any legal proceedings. Card holders shall not have the right to assign any of their obligations under these terms and conditions to any third party without the prior written consent of the Bank. In the event of death, handicap or permanent disability of the Card holder, during the valid term of the debt, the Bank may, at its sole discretion, waive the balance of due instalments, subject to submittal of supporting evidence testifying to such death or disability as may be requested by the Bank. In the event of termination by the employer of the Card holder's current job for any reason or in case of change of permanent address, the Card holder shall notify the Bank in writing forthwith. If transfer of salary of the Card holder is considered among the guarantees for payment of due instalments pursuant to these terms and conditions, the Card holder shall maintain such salary transfer until all the instalments are fully paid and shall submit an evidence of such transfer from his employer.

**Article Nineteen:** Breach of or Relief from these Terms and Conditions

Neither party shall have the right to amend or relieve themselves from any of these terms and conditions without mutual written agreement of the two contracting parties or their designated representatives. The Card holders shall be deemed in breach of applicable obligations and undertakings under these terms and conditions in any one of the following cases:

1. Delay on part of the Card holder or failure in the fulfilment of any applicable obligations or undertakings as stated under these terms and conditions;
2. Breach on part of the Card holder of any of the securities and guarantees provided by him in favour of the Bank, through any act or measure that, according to the sole discretion of the Bank, reduces the value of such guarantees or securities, which would, in turn, impact the rights of the Bank as a result whereof;
3. Breach on part of the Card holder of applicable obligations to third parties in a manner that would negatively affect the financial position of the Card holder, resulting in the card holder being unable to submit guarantees or warranties that are acceptable to the Bank;
4. In case of death of the Card holder, in which case the debt shall be transferred to his/her estate;
5. In the event the Card holder notifies and becomes insolvent or legally incompetent.

**Article Twenty:** Limits of the Bank's Obligations

Any transaction related to the primary or supplementary card shall be charged to the MasterCard/Visa card account of the Card holder with the Bank. This balance shall continue to be outstanding even after expiry of the validity of the card or after its cancellation for any reason until the debit balance is fully paid by the Card holder. In the event of stalling in payment of this debt, the Bank shall have the right to charge the Card holder's account with the cost of any damages sustained by the Bank in this regard.

**Article Twenty-one:** Notices

Notices shall be served to the address of the Card holder as stated in this application. In this regard, a Card holder shall not have the right to protest on the grounds of change of address unless the Bank has been notified of such change of address within a minimum of one week of the effective change of such address. The Card holder shall notify the Bank of any change in the permanent address, telephone number or business address and shall be held accountable for failure to notify the Bank of any such change. The Bank shall not be held accountable for non-delivery of correspondence, statements of account or announcements to the primary Card holder in due course at the stated address. However, the Card holder shall have the right to call the Bank toll free at 800 124 to inquire of any amount or condition to which there is an objection.

**Article Twenty-two:** Application Supporting Documents

FAB shall have the right to keep any supporting documents attached to the application for the card in case this application is declined for any reason.

**Article Twenty-three:** Amendment of Terms and Conditions

The Bank reserves the right to amend these terms and conditions totally or partially without having to seek the approval of the Card Holder and the bank will notify the Card Holder with this change. This also applies to all fees and charges related to the card with the bank notifying the Card Holder 30 days earlier with this change. In case card holder does not agree with the change in Terms and Conditions, the card holder may terminate the Credit or Charge Card Agreement within 14 Days after paying the outstanding amount by giving request in writing or calling FAB call centre.

**Twenty-four:** Assignment

FAB shall have the right at any time to assign the rights accrued to it under this agreement to any third party without having to secure the prior approval of the Card holder.

**Article Twenty-five: Applicable Law in the Settlement of Disputes:**

These terms and conditions and any transactions resulting wherefrom, regardless of the location of the transaction or parties involved, shall be construed, interpreted and implemented pursuant to the provisions of Saudi laws and regulations solely. Committee for the Settlement of Banking Disputes of the Saudi Arabian Monetary Authority shall be the competent forum in charge of settlement of any dispute arising whereof.

**Article Twenty-six: Cash Back Scheme**

1. In order for a Card member to benefit from Cash Back, his/her FAB MasterCard/Visa, must be valid and in good standing as per the criteria and standards applied by FAB from time to time, including: Any primary, multiple and supplementary card(s) that are issued to the Card member and all other facilities, accounts, financings and all other services availed with the Bank.
2. Cash Back Amount accumulated under the Card member's FAB MasterCard/Visa account will be valid for redemption against equivalent Cash only in Saudi Arabian Riyal (SAR) which will be awarded to the Card member through a credit transaction to his /her card upon his/her request for redemption/ The Cash Back Amount will only be redeemable by the Card member if the Card member's MasterCard/Visa account is operating (i.e. not cancelled or terminated by the Card member or First Abu Dhabi Bank) and current (i.e. there are no past due balances on the Card member's FAB MasterCard/Visa account).
3. The Card member's Cash Back Amount accumulated will be cancelled if the Card member's FAB MasterCard/Visa account:
  - a. is Closed; or
  - b. is Not in good standing in the opinion of First Abu Dhabi Bank; or
  - c. in the event of death of the Card member
  - d. A breach of the FAB Credit Card Agreement has occurred; or
  - e. Any other event, which, in the sole discretion of FAB should result in the cancellation of the Cash Back Amount.
4. For every one Saudi Arabian Riyal (SAR) (or equivalent foreign currency) charged by the Card member to his/her FAB MasterCard/Visa Credit Card for the individual purchase of retail goods or services at point of sale, the Card member will be awarded "Cash Back Amount" below grid (determined as a percentage of Eligible transactions as decided by the Bank from time to time)

Transaction Category	Cashback %	Description
International Spends	3%	All transactions made in a foreign currency (non-Saudi Riyal) which are posted to the Card members account
Groceries / Supermarkets & Hypermarkets	2%	Will be awarded to all eligible transactions made in Saudi Arabian Riyal at Grocery Stores, Supermarkets, Hypermarkets which are posted to the cardmembers account. The determination of Grocery & Supermarket Spend will be basis merchant code as published by MasterCard/Visa.
All other spend	1%	All other Retail transactions which are posted to the Cardmembers account

5. Cash Back Amount shall be calculated on the eligible retail purchases and rounded down to the nearest lower Riyal. Eligible retail purchases charged by a supplementary card member will be aggregated with retail purchases charged by the primary card member for purpose of calculating amount of Cash Back earned.
6. Total of spends will be determined based on transactions posted from the first day of the billing cycle to the end of day of one day prior to the next billing cycle. Spends in each cycle will be aggregated for each of the above specified categories separately. Based on the spend aggregate in each category the cashback amount will be separately determined. Each Riyal spent in a given category will earn the Cash back



percentage to that Transaction category by breaking the total spend amount in the billing cycle into transaction categories as defined in the above grid. Total cashback earnings per cycle will be capped to SAR 500.

7. All transactions charged to a Card member's FAB MasterCard/Visa Credit Cards are eligible for Cash Back except for the following:
  - Credits & Refunds to the FAB MasterCard/Visa Credit Card account
  - Some Retail Transactions such as Utility bills, Government Transactions, Intra Company purchases, Fuel Purchases, transactions at exchange houses, SADAD Payments etc. as determined by the bank from time to time
  - Transactions that FAB decides at its sole discretion that they are disputed, erroneous, unauthorized, illegal and/or fraudulent
    - Corporate or Company Purchases
    - Transactions converted to 0% payment plans
    - Cash advances or Cash Equal Payment Plans (EPP)
8. FAB may, at its sole discretion and with 60 days notice to the Card member, add to, or remove from the above eligible and non-eligible list which shall be final and conclusive.
9. Subject to the provisions of this Agreement particularly "Eligibility", Cash Back Amount awarded to the Card member will be shown in the Card member's monthly statement.
10. The Card member may only redeem Cash Back Amount registered and credited to the FAB MasterCard/Visa Credit Card account of the Card member at the time of making the redemption. Cardholder can redeem his/her Cash Back once SAR 100 or more worth Cash Bank Amount is accumulated. Thereafter, redemption shall be permitted in multiples of SAR 50.
11. The books and records of FAB shall be conclusive evidence in respect of the number of Cash Back Amount registered and credited to the Card member's FAB MasterCard/Visa Credit Card account.
12. Card members can contact the Bank to redeem Cash Back Amount earned on all eligible transactions against Cash back to their FAB Credit Card which will be awarded as a credit transaction on the Credit Card.
13. On redemption, the Cash Back Amount balance will automatically be subtracted from the Cash Back Amount accumulated in the Card member's card account.
14. Any request placed for the redemption of Cash Back Amount is subject to First Abu Dhabi Bank's approval of the redemption request by the Cardmember as well as any Cash Back Terms & Conditions restrictions applied by the Bank for the redeemed Cash Back Amount.
15. FAB may, with 60 days' notice to the Card member, withdraw or substitute any of the Cash Back Amount for another reward of comparable value or nature.
16. The Cash Back Amount has monetary value and can be redeemed only as a credit to the Primary Card account. When redeemed, the equivalent value will reflect as a credit to the Card members account in the same manner as any other repayment.
17. The Cash Back Amount earned will not be transferable to any other person or entity.
18. Cash Back Amount is not exchangeable or redeemable for other rewards or services, or refundable, replaceable or transferable under any circumstances.
19. The Card member will not be able to cancel any redemption request once placed nor can this be reconverted back to Cash Back amount accrued.
20. The Card member authorizes the Bank to accept telephonic Request whenever the Bank receives a telephone call from a person who identifies himself/herself as being the Card member, and answers the identity verification questions successfully.
21. The Card member agrees that the confirmation by the caller of the Card member's identity, by provision of the personal details required by the Bank, will be sufficient evidence for the Bank to identify the caller and to act upon his/her instructions.
22. The Card member hereby consents to the recording of such telephone calls by the Bank and accepts such recordings as evidence before a court of Law or any other legal proceedings with regards to Cash Back Program.
23. The Card member authorizes the Bank to accept instructions and/or requests by a letter, internet, IVR, SMS, or any other channel introduced by the Bank from time to time.
24. The Card member agrees that the Bank's records pertaining to the Cash Back Program will be final and binding.
25. FAB shall not undertake any liability directly or indirectly arising out of or related to (i) the Cash Back Program or your participation in the Cash Back Program; (ii) any failure, delay or decision by us in administering the Cash Back Program or amending these Terms and Conditions or the basis on which

- you can redeem Cash Back Amount (iii) unauthorized use of your Card; (iv) any offer, representation, statement or claim about the Cash Back Program.
26. FAB will not be liable for any delay in redemption requests of Cash Back due to any Force Majeure event including but not limited to system failure, fire, war, earthquakes, etc. or any act of nature or other causes of like character beyond the control of First Abu Dhabi Bank. The Bank would be deemed to have acted in good faith in response to any instruction to the card member in respect of any matter in relation to this program and fulfilment of any redemption request.
  27. The Card member shall not be entitled to claim or allege any loss, damage, liability, expense etc. attributable, directly or indirectly to any such good faith action of the Bank and the Card member shall indemnify and hold the Bank harmless in respect thereof.
  28. The Card member shall be deemed to have accepted these Terms and Conditions by enrolling for Cash Back Program.
  29. FAB reserves the right, to be exercised with 60 days notice to the Card member, to change the ratio between:
    - a. A Cash Back Amount to be awarded; and
    - b. The specified amount charged to the Card member's FAB MasterCard/Visa.
  30. FAB reserves the right to disqualify any Card member from further participation in the Cash Back Program, if in First Abu Dhabi Bank's sole judgment, that Card member has in any way violated these Terms and Conditions and/or the Terms and Conditions of his/her FAB Credit Card Agreement. Suspension and disqualification may result, at First Abu Dhabi Bank's sole discretion, to the cancellation and nullification of all Cash Back Amount earned by the Card member. Fraud and/ or abuse relating to the earning and redemption of Cash Back Amount in the Program may result in the forfeiture of Cash Back Amount
  31. Without prejudice to the foregoing, FAB reserves its right, to be exercised with 60 days notice to the Card member, to apply time limitations on the validity of the Cash Back Amount earned by the Card member and credited to the Card member's FAB MasterCard/Visa Credit Card account

**Article Twenty-eight: SIMAH notification**

The bank will report to SIMAH on monthly basis all applicable late payment or default charges including reporting of default cases.

**Article Twenty-nine: Agreement language**

This agreement is written in both Arabic and English, and if there are any differences between the Arabic and English text then the Arabic version shall prevail.

**Article Thirty: Prices, Fees and other Charges of Islamic Credit Card:**

By signing these terms and conditions, the Card holder agrees that the following prices, fees and charges shall be applicable to the Islamic Credit Card.

I hereby acknowledge having subscribed to the membership of Islamic Credit Card after having been acquainted with the terms, conditions and other formalities of its issue and hereby undertake to comply therewith fully and completely. I also hereby authorize the bank to publish my name in any advertising material if I win any prizes from their Credit Cards marketing campaigns. All fees and commissions payable pursuant to this agreement are exclusive of value added tax. Any chargeable value added tax in respect of the aforementioned fee or commission shall be payable by the client together with and in addition to any sum agreed to be paid hereunder. I hereby confirm that I have read and received the full disclosure.

**Agency Clause**

I hereby irrevocably authorize FAB as my agent to enter into a Murabaha transaction with FAB (on my behalf) at the pre-agreed Murabaha profit rate in the event that there is an outstanding balance on my Islamic Credit Card on or past payment due date of every month.

I also irrevocably authorize FAB as my agent to sell the commodities purchased under the Murabaha transaction to a third party in order to generate funds and settle the outstanding balance.