



GENERAL TERMS AND CONDITIONS FOR COVERED CARD

By submitting your application for Covered Card by Al Masraf and receiving it, you hereby agree to abide and comply with the following terms and conditions:

1. DEFINITIONS

- i) "Bank" means Arab Bank for Investment & Foreign Trade – Islamic Banking Services, its successor(s) and/or assignee(s);
- ii) "Card Account" means the covered card account maintained by the bank in relation to any Card usage, Cash Advances, profit and any other charges applied to Cardholder's Card;
- iii) "Cash withdrawal" means any Cash withdrawal obtained by the use of the Card, the Card number or in any manner authorised by the Cardholder for cash debits to the Card Account;
- iv) "Covered Card" means Al Masraf Covered Card issued to a Cardholder;
- v) "Cardholder" means the Principal Cardholder or a Supplementary Cardholder for whose use a Card is issued by the Bank;
- vi) "Covered Card Limit" means the maximum drawing permitted on the Card as determined and notified to the Principal Cardholder by the Bank from time to time;
- vii) "Debit Balance" means the total of all Card payments, Cash Advances/ withdrawals, profit, handling charges, fees and other sums debited by the Bank to the Card Account as reduced by any effective usage into the Card Account;
- viii) "PIN" means a Personal Identification Number issued to the Cardholder;
- ix) "Principal Cardholder" means a person in whose name a "Card Account" as defined below is maintained by the Bank;
- x) "Supplementary Cardholder" means a Cardholder nominated by the Principal Cardholder under condition 3 (below).
- xi) "Scheme" means MasterCard or Visa card processing partners of the Bank to issue the Card to the Cardholder
- xii) "Murabaha Contract" means the contract between the Bank and Principal Cardholder under which the Bank sells on Murabaha basis to the Principal Cardholder, for the Selling Price, identified commodities or a common share of commonly held identified commodities.
- xiii) "Selling Price" means the deferred sale price (including a specific profit amount) of the commodities or a common share in commodities under the Murabaha Contract.
- xiv) "Schedule of Charges" means the document prescribing fee(s), charges and other fee(s) applicable to but not limited to the Card, Transactions and/or Card Account, issued by the Bank from time to time to the Cardholder and the said schedule is also available at each branch of the Bank and the website of the Bank. The Schedule of Charges shall form integral part of these Terms and Conditions.

2. Card Application and Murabaha Contract:

- The Cardholder has funded the Card Limit from his/her personal sources.
- The Bank and the Principal Cardholder have entered into the Murabaha Contract and the Principal Cardholder has deposited the Security Amount in the Card Account as security for payment of the Selling Price. Under the Murabaha Contract, the Bank has authorized the use of the Security Amount by the Principal Cardholder to settle the Transactions. The Card is issued by the Bank to the Cardholder under these Terms and Conditions and Master Covered Card agreement.

3. USE OF THE CARD

- i) The Cardholder should may only use the Covered Card Subject to within the available balance in his/her Card Account, during the validity period embossed on the Card, the terms and conditions current at the time of use.
- ii) Subject to the right of the Bank, in its absolute discretion and without prior notice, at any time to withdraw the right to use the Card for, or to refuse any request for authorization of any particular Card payment or Cash Advance/withdrawal and to communicate any such withdrawal or refusal to any third party.
- iii) The usage of the Card is restricted to the Cardholder within the Card Limit. The Bank may, at any time and at its own discretion and with or without notice to the Cardholder, authorize a Transaction which shall cause the Card Limit to be exceeded. If the Card Limit for a Card is exceeded, then without prejudice to the Bank's rights and remedies, the Principal Cardholder (and, if relevant, the Supplementary Cardholder) shall immediately and in any event no later than two (2) business days, make payment of the excess over and above the Card Limit. Notwithstanding that the Bank has authorised the excess over the Card Limit, the Bank in its absolute discretion shall have the right, at any time and without notice and without giving any reason and without any liability to any Cardholder, to withdraw or restrict the Cardholder's right to use a Card or Card Account, to refuse to authorize any Transaction, to temporarily increase or



decrease the Card Limit or modify or terminate any of the facilities or benefits made available to the Cardholder. Such action may be taken by the Bank in respect of all Cardholders generally or only a specific Cardholder notwithstanding that the Cardholder may not be in default of these Terms and Conditions. In particular, the Cardholder shall not be entitled to any Al Masraf Points, cashback or similar benefit or any loyalty reward with respect to any Transaction conducted by the use of Card in excess of the Card Limit. In the event of any modification, termination or cancellation pursuant to this Clause, the Bank shall reimburse any charges or fees paid by the Principal Cardholder on pro-rata basis (if any as applicable).

- iv) An administration cost, as specified in the Schedule of Charges will be debited from the Card Account by the Bank if the Cardholder exceeds the Card Limit
- v) The Cardholder shall not use the Card or allow any third party to use the Card for any purpose or Transaction prohibited by Sharia or law or public policy and the Bank in its sole discretion may decline any such transactions (including those carried out through the Internet or other electronic means).
- vi) In the event that the Cardholder uses the Card or allows any third party to use the Card for any purpose or transaction as prohibited in condition above, then the Cardholder and/or the third party shall be exclusively responsible and liable under the law for using the Card for any such purpose or transaction. The Bank shall have no liability or responsibility of whatsoever nature and howsoever arising on account of the Card being used for a purpose or transaction prohibited by law or otherwise. In the event that the Bank incurs or sustains any cost, loss, damage or expense as a result of either the Card being used for any purpose or transaction prohibited by law or public policy, then the Principal Cardholder (and, if relevant, the Supplementary Cardholder) shall immediately reimburse the Bank for the full amount of the aforementioned actual loss, damage or expense. Furthermore, the Bank may, forthwith without notice and without liability to any Cardholder cancel the Card and Card Account.
- vii) The Cardholder shall not use the Card or allow any third party to use the Card in a Transaction prohibited by Shari'a as determined by the Fatwa and Shari'a Supervisory Board of the Bank. All transactions involving Merchants which the Bank is aware conduct a business prohibited by Shari'a, including but not limited to, alcohol, pork products, gambling, tobacco, casinos, bars, nightclubs, merchants selling and/or providing pornography related products and/or services will be declined. In case of such use, the Bank reserves the right forthwith without notice and without liability to any Cardholder to cancel the Card and the Cardholder shall immediately following such cancellation pay all outstanding amounts in respect of such cancelled Card to the Bank.

4. SUPPLEMENTARY CARDS

- i) The Bank may issue Supplementary Cards to persons nominated by the Principal Cardholder. However, the Principal Cardholder will be irrevocably and fully liable for all amounts which may arise from the use of such Supplementary Card(s) or Card number(s).
- ii) These Terms and conditions shall apply to the use the Supplementary Card and the Principle Cardholder agrees to ensure that each Supplementary Cardholder reads, understands and undertakes to act in accordance with these terms and conditions and schedule of charges and amendments thereto made from time to time.
- iii) The validity of the Supplementary Card shall be linked to the Principal Card. The validity will be either equal or less than the Principal Card. Once the Principal Card is cancelled for any reason, the Supplementary Card shall also be cancelled automatically.
- iv) Both the Principal and Supplementary Cardholders shall be, severally and jointly liable for any outstanding amounts damages and losses arising from the use of the Supplementary Card.

5. RENEWAL

The Bank will renew the Cards at its respective expiry date and will debit the renewal fee, if applicable to the Card Account and will continue to do so until and unless the Cardholder instructs the Bank in writing to stop the renewal of either the Primary or the Supplementary or both Cards at least 45 days prior to the Card Expiry Date, in this case, the Securities (Salary / Guarantee / Deposits) will be released after the return of the card to the Bank for cancellation and full settlement of all the amounts outstanding under the Card Account.

6. THE Covered CARD ACCOUNT

- i) The Bank will debit the Card Account with the amounts of all fees, Card Usage and Cash Advances/ withdrawals, any other liabilities of the Cardholder and any loss incurred by the Bank arising from the use of the Card. The Principal Cardholder will be liable to pay the Bank all amounts so debited whether or not a purchase usage or Cash Advance/withdrawal Voucher is signed by a Cardholder.



- ii) The Bank may set-off the liability of the Principal Cardholder under this agreement against another account of the Principal Cardholder with the Bank.
- iii) The Bank will normally send a periodic statement showing details of all amounts debited to the Card Account.
- iv) The data and information contained in the periodic statement of account sent to the Cardholder by the Bank shall form conclusive evidence of the Cardholder's indebtedness thereof.
- v) The amount of any Card usage or Cash Advance/withdrawal in a currency other than UAE Dirhams will be converted at a rate of exchange determined by the Bank for the date and/or Scheme when the Card usage or Cash Advance/withdrawal is debited to the Card Account.
- vi) Subject to any limitation imposed by law, all amounts due in connection with the Card Account will be immediately payable in full on the commission of an act of bankruptcy by or on the death of, the Principal Cardholder or, at the Bank's discretion.

7. Cash Withdraw

- i) The Cardholder is authorized to do cash withdraw transaction by using his/her Covered Card from ATM subject to amount that are determined by the Bank from time to time as per Tariff.
- ii) Fees are applied to all cash withdraw transaction on each transaction, starting from transaction date and fees schedule which the Bank has the right to change after notifying the Cardholder.

8. Payment to Card

- i) The amount of all Transactions shall be debited to the Card Account.
- ii) In certain situations, any actual expenses either during authorisation or settlement including any communication expenses such as telephone and telexes shall be debited to the Card Account.
- iii) All charges including legal charges and other liabilities incurred by the Cardholder and fees levied by the Bank for the use of the Card as specified in the Schedule of Charges as well as actual losses or damages incurred by the Bank from the use of the Card shall be debited to the Card Account.
- iv) All Transactions shall be deemed valid and the amount of all Transactions shall be considered due and payable by the Principal Cardholder and shall be debited to the Card Account. Any dispute or claims arising under any Transaction will be dealt with separately according to Scheme's (as the case may be) operating regulations. The Bank shall not reimburse any of the amounts debited unless the claim is reported to the Bank by the Principal Cardholder and until the case is investigated and resolved.
- v) For the duration of the validity of the Card, the Cardholder is required to make a monthly payment under the terms of the Murabaha Contract (if any) or the Card Account Application. The Murabaha installment amount due and payable and the utilized amount payable by the Cardholder shall be the amount (if any) shown on the relevant Card Statement.
- vi) Where the Cardholder makes payment by a cheque, the Cardholder shall allow for a minimum of four (4) business days for the cheque to clear. The Bank shall only credit the payment to the Card Account once the cheque has cleared and the Bank is in receipt of cleared funds.
- vii) Any payments made by the Cardholder will be applied by the Bank in or towards payment of Cardholder's obligations to the Bank under these Terms and Conditions in such order as the Bank may in its sole discretion determine.
- viii) If the full amount due and payable is not paid by the payment due date, the Bank shall have the right to block the Card and if the Cardholder continues not to pay, the Card may be permanently blocked after sixty (90) calendar days from the first payment due date. A new Card will not be issued unless the full amount is repaid and a fresh arrangement entered into (if required).
- ix) Without prejudice to the Bank's rights, the Bank shall have the right to debit and/or freeze any of the Cardholder's accounts with the Bank at any time to recover all amounts due and payable from the Cardholder without prior notice and without any liability to the Cardholder.

9. WITHDRAWAL OF USE OF THE CARD

The Bank may at any time without notice cancel or suspend the right to use the Card or refuse to re-issue, renew or replace any Card, without affecting the Cardholder's obligations made in this agreement which shall remain in force until all liabilities of the Card have been fully and satisfactorily settled.

10. Card Statements

- i) The Bank shall send a Card Statement to the Principal Cardholder each month. If the Principal Cardholder does not receive the Card Statement, he/she should report to the Bank immediately and request a copy of the Card Statement. In the event that the Bank is unable to send the Card Statement for any reason whatsoever or the Card Statement is not received by the Principal Cardholder, the Bank shall not be liable to the Cardholder for any consequence of not receiving his statement and the obligations



of the Cardholder to the Bank under these Terms and Conditions shall not be affected and all charges and fees payable under these Terms and Conditions shall continue to be applicable.

- ii) The Cardholder must verify all the Transactions billed on the Card Statement and in case of any discrepancy, notify the Bank immediately.
- iii) If the Principal Cardholder does not recognize a Transaction and wishes to receive a copy of the Transaction record, the Bank shall arrange to provide such a copy in accordance with Scheme rules and regulations and the Cardholder shall be liable for the applicable charges incurred relating to providing such copies in accordance with the Schedule of Charges. In the event the investigation undertaken by the Bank, proves that the Cardholder is not responsible for the Transaction the Bank shall reimburse the charges to the Card Account as received from Scheme.
- iv) All notices sent by the Bank to the Principal Cardholder's last known address (including email address) notified in writing by the Principal Cardholder to the Bank shall be deemed validly served and binding on the Cardholder
- v) The Principal Cardholder must promptly notify the Bank in writing of any changes in his/her personal information, including but not limited to home address, mobile number, email address, P.O. Box Number, home telephone number and office telephone number.
- vi) The entries in the Card Statement shall be presumed to be correct unless the Principal Cardholder objects to the entries within a period of thirty (30) calendar days from the date of the Card Statement and proves them to be incorrect.
- vii) If the Principal Cardholder objects to an entry, the Principal Cardholder must send a signed Dispute Form to the Bank and the Bank shall then initiate an investigation and advise the Principal Cardholder with the outcome. The Bank shall charge an investigation fee in accordance with Schedule of Charges. If a disputed transaction is found to be genuine, a transaction dispute fee shall be debited to the Card Account. In the event the investigation undertaken by the Bank, proves that the disputed transaction is found not genuine the Bank shall reimburse the charges to the Card Account.
- viii) The Bank is not obliged to investigate any Transaction not reported to the Bank by the Principal Cardholder within the time frame mentioned above.

11. TERMINATION

- i) The Principal Cardholder may terminate the Card Account by written notice to the Bank. Such termination shall only be effective on the return to and receipt by the Bank of all Cards issued for use on the Card Account and the settlement of all liabilities of the Cardholder. All usage prior to termination will be binding on the Cardholder. Until termination of the Card Account, the Bank may re-issue Cards from time to time for use by the Cardholders in accordance with these Terms and Conditions.
- ii) The Securities (Salary/Guarantee/Deposits) will be released after 45 days from the date of the Card(s) being physically returned to the Bank for cancellation and full settlement of all amounts outstanding under the Card Account.

12. SAFEGUARDING THE CARD AND PIN

- i) The Card and related PIN are issued by the Bank at the full risk of the Cardholder. The Bank shall not be held responsible in any way whatsoever for the loss/misuse of the Card and/or PIN.
- ii) Cardholder will exercise every possible care to prevent the Card and related PIN from being lost or stolen and will notify the Bank immediately and confirm in writing any loss or theft of the same.
- iii) The Bank will not be held responsible in case a lost or stolen Card is used prior to receipt by the Bank of written notice of such loss or theft.

13. REFUNDS AND CARDHOLDER CLAIMS

- i) The Card Account will be credited with a refund in respect of a Card payment or Cash Advance only upon receipt by the Bank of a refund voucher or other refund verification acceptable to it. Subject to any rights vested in the Principal Cardholder by law, no claim by a Cardholder against a third party may be the subject of a defence or counter claim against the Bank.
- ii) The Bank shall not be liable in any way if the Card is not honoured by a third party.
- iii) The Bank shall not be responsible for goods or services purchased by the Cardholder on the Card and in all circumstances the Cardholder must honour all vouchers / transactions executed.

14. VARIATION OF TERMS AND CONDITIONS

- i) The Bank may vary these Terms and Conditions at any time or times whether or not a similar variation is made to the Terms and Conditions with any other Cardholder(s). Subject to the requirements of law, notification of any such variation shall be given to the Principal Cardholder by the Bank either in writing or by publication thereof by such means as the Bank may



select and a variation so notified shall be binding on the Cardholder.

- ii) The Bank will consider that the Cardholder has accepted the changes if the Cardholder keeps or uses the Card thereafter.
- iii) If the Cardholder does not accept such changes, then the Cardholder may wish to terminate the Card Account in accordance with Termination Clause

15. GENERAL

- i) The Bank will not maintain copies of signed Card transaction vouchers (sale vouchers). In case of a dispute, the bank may, upon the written request of the Cardholder, provide a photocopy or microfiche copy of the disputed transaction voucher as a documentary proof of the debit transaction, provided that such request is presented to the Bank within 30 days from the relevant statement date. In no event will such request be entertained if the disputed transaction date is over 45 calendar days.
- ii) Cardholder must verify all Card transactions appearing on his/her Card statement. In case of any discrepancy (ies) or dispute, Cardholder must notify the Branch Manager or the Al Masraf Card Centre in writing within 15 days of the statement date, failing which, all Card transactions will be confirmed as correct.
- iii) Card may be collected by the Cardholder or sent by Courier to the address notified to the Bank by the Cardholder at the sole risk of Cardholder.
- iv) Cardholder shall sign the Card immediately upon receipt and such signatures will constitute binding and conclusive evidence of the confirmation of the Cardholder to be bound by the Terms & Conditions notwithstanding that the Bank is not notified of the Cardholder's receipt of the Card.
- v) The Bank issues Cards on the understanding that goods, tickets or services obtained with a Card will not be resold or returned for cash refund. However, goods or tickets may be returned for credit to the Card Account provided the merchant accepts such returns.
- vi) Card must not be used for any unlawful purpose, including the purchase of goods and services prohibited by local law/jurisdiction.
- vii) To ensure international acceptability, information about a Card Account may be transferred confidentially within the worldwide VISA and/or MasterCard networks, at the Bank's sole discretion.
- viii) The Bank may at its sole discretion or if required to do so, disclose any information concerning the Card Account, any data relating to Cardholder and any credit facility availed or to be availed by Cardholder (including and not limited to details of Covered card transactions, repayment history and defaults) which the Bank deems fit:
 - (a) To its agent(s) (if any) appointed at any time in connection with the administration of the Card,
 - (b) To any member of Al Masraf group, any other bank or financial institution,
 - (c) To Etihad credit bureau, agency and/or any other institution as required in order for the Bank to consider Cardholder's application or provide the Cardholder with its services.
- ix) The Bank may in certain cases be obligated to report information and account balances of Cardholder whom it deems, due to reasonable expectation, to be a foreign resident, citizen or person of a foreign government or jurisdiction. This information will only be shared with the relevant foreign tax authority or government of that foreign jurisdiction. Cardholder acknowledges that the Bank will perform this duty without any liability on its part and it shall not be considered a breach of any duty of confidentiality owed to the Cardholder.
- x) Cardholder authorizes the Bank to obtain and/or verify, from time to time, any information or data relating to Cardholder as the Bank may deem appropriate from any third party as the Bank in its sole discretion may determine. Cardholder also understands that he/she will receive marketing communication in the form of e-mail or SMS from the Bank from time to time.
- xi) The Cardholder shall immediately notify the Bank in writing, of any change of his/her name or address.
- xii) The Bank shall not be liable if it is unable to perform its obligations due (directly or indirectly) to the failure of any machine, data processing system or transaction link, or anything outside the control of the Bank, its agents or sub-contractors. Even if the Bank is unable to produce or send a statement, the Principal Cardholder's liability shall continue.
- xiii) Registration for Internet shopping: Cardholder agrees to register for VBV/Secure code as outlined in the relevant VBV/Secure code booklet and agrees to be fully liable for any transactions conducted via Internet without registration should they be reported as unauthorized/fraudulent later.
- xiv) These Terms & Conditions shall be construed and governed by the laws for the time being in force in the United Arab Emirates.
- xv) The bank shall have the right, at any time and in its sole discretion, to merge the accounts of all cards in one account.



16. Applicable Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the federal laws of the UAE and the Laws of the Emirate of Abu Dhabi as applied by Abu Dhabi courts to extent that such Laws do not contravene the Principle and rules of Shari'a as determined by the Fatwa and Shari'a Supervisory Board of AlMasraf and you hereby submit to the nonexclusive jurisdiction of Abu Dhabi Courts relation to any dispute or any proceedings arising out of or in connection with these terms and conditions.

17. AL MASRAF POINTS ENROLMENT

You will be automatically enrolled into the Al Masraf Points Loyalty programme. For Al Masraf Points, detailed terms and conditions, please visit <https://rewards.almasraf.ae>

18. CONTACTLESS:

- I. Unless and until you notify the bank of the loss of Al Masraf product, theft or any unauthorized access of your card, you will be responsible for the unauthorized usage/transactions and you will indemnify & hold harmless the bank & its affiliates from any liability arising out of such unauthorized access/usage
- II. Your card has contactless technology. Subject to certain restrictions and limits, this allows you to use your card at certain merchants, without swiping and without the requirement to input your PIN or OTP.
- III. Al Masraf bank nor its affiliates shall not be responsible for any liability arising out of such transactions
- IV. Card transactions done through a contactless feature will be subject to certain maximum value per transaction & maximum number of contactless transactions per day (refer to Al Masraf website for current limits). These limits are subject to change by the bank at its sole discretion. Such limits may also vary from merchant to merchant, country to country & type of cards.
- V. If the card contactless transaction exceeds any of the limits referred to above, bank reserves the right to decline the transaction or you may be required to enter your card PIN or sign in order to complete the transaction.

19. E-STATEMENT:

I understand and agree that the Monthly Card E-Statement will no longer be sent via mail as a hard copy and will only be delivered on registered email address. The Non receipt of the Credit Card e-Statement due to incorrect email address (or any reason) shall not be construed to be sufficient reason for nonpayment of dues on time.