

CREDIT CARD & PREPAID CARD TERMS & CONDITIONS

- services provided through the contact centre may change from time to time. Instructions sent by the Cardholder to the Bank through facsimile communication shall be considered valid and binding on the Cardholder and the Bank may act upon instructions conveyed through this message. The Bank may use copies of facsimile transmissions as evidence in any court of law.

17.9 Subject always to any applicable law, where the Bank is required to give notice to the Cardholder under these Terms and Conditions, such notice shall be considered valid and binding on, and deemed to be received by, the Cardholder if it is displayed at the Bank's branches or on its website, sent by post, SMS or facsimile or otherwise notified to the Cardholder on the Statement of Account or through other electronic means.

17.10 If the Bank, on behalf of the Principal Cardholder, enters into any agreement with insurance companies and other international institutions for the procurement of certain benefits to the Principal Cardholder, it will be the sole responsibility of such companies and institutions to execute those benefits.

17.11 The Principal Cardholder accepts full liability for all losses incurred and for all debits to his or her Card Account in accordance with these Terms and Conditions. Any other facilities or benefits, rewards and discounts made available to Cardholders as such as and not forming part of these Terms and Conditions may be withdrawn at any time without notice by the third party provider/ or the Bank without assigning any reason.

17.12 In case of change in the Card number, it is the sole responsibility of the Cardholder to ensure that this change is communicated to the relevant authorities, if the Cardholder has given any standing instructions for recurring payments to be charged to the Card Account, including but not limited to utility bills and insurance premiums. This is to allow the charges to be debited to the new Card Account. Any fees and/or charges incurred by the Cardholder charged by the relevant authorities due to failure and/or delay in updating this information with the relevant authorities will be completely borne by the Cardholder and the Bank shall not be held liable for the same.

17.13 The Principal Cardholder is solely liable of the use of the Card, in all situations including the period of loss or theft, regardless whether a transaction(s) was processed by the PIN or by the slip regardless whether the slip was signed by an authorized or unauthorized person by the Cardholder, or by an unsigned slip, whether with or without the knowledge of the Cardholder. The Cardholder irrevocably and unconditionally agrees that the Bank is not liable for the different processing methods of Card Transactions that other banks implement, whether in the Kingdom of Bahrain or abroad, as per each country's laws and regulations, and the Cardholder holds the Bank harmless from any direct or indirect loss that might occur as a result of any processing method.

17.14 The Bank shall be entitled at any time without consent of the Cardholder to assign the whole or any part of its rights, or obligations under these Terms and Conditions to any other party at the Bank's sole discretion with or without notice to the Cardholder.

17.15 The Cardholder authorises the Bank at its discretion to record any instructions and to use such records as evidence in a court of law or other legal proceedings.

17.16 The Terms and Conditions herein are binding upon the Cardholder and no assignment of rights or obligations is permissible.

17.17 In addition to any other right the Bank may have either under these Terms and Conditions or in law, the Bank at any time, assert a lien over any money, shares, securities, documents or other assets and property of whatever nature which are held in the Cardholder's name in any account or financing arrangement and/or at any branch of the Bank. The Bank may, at any time, apply all or part of the money, shares, securities, documents or other assets and property of whatever nature which are held in the Cardholder's name (either individually or jointly or with a Supplementary Cardholder) in any account and/or at any branch of the Bank (including, if applicable, before the maturity of a fixed deposit) and set-off and transfer any sums held in any such account in satisfaction of any other sums due to the Bank. The Bank may do so wherever such accounts are situated and in whatever currency they are situated at the then prevailing exchange rates.

17.18 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.

17.19 If the Bank does not at any time exercise the full implementation of any clause or obligation set out in these Terms and Conditions, or if the Bank delays the implementation thereof, the same shall not be considered to be a modification of these Terms and Conditions in any respect, a waiver of its right or abandonment of the full implementation at a subsequent time.

17.20 The books and records of the Bank are considered final evidence that confirms the rights and obligations of the Cardholder in its dealings with the bank, and the Cardholder acknowledges that the record of any amount or transaction contained in the card account is considered final evidence of all the dues and obligations arising from the issuance of the card and its use.

17.21 In the event of Card Transactions and Cash Advances, the interest is calculated on to the due credit balance of the Card Account on a daily basis at the rate agreed upon on the transaction amount. The calculation of interest shall continue in this way until the payment of all the outstanding balanced in the account is made in full. However, the bank shall reserve the right to change the interest rates at any time by allocating it after making the change to the Cardholder account's statement in accordance with any changes made to its the policy or by the governmental authorities or in the event of fluctuations in the money market or any other banking considerations identified by the Bank from time to time.
18. APPLICABLE LAW

18.1 These Terms and Conditions shall be governed by, and construed in accordance with, the applicable laws of the Kingdom of Bahrain.

18.2 In the case of either a claim by the Bank against the Cardholder or a dispute between the Bank and the Cardholder, the Cardholder agrees to irrevocably submit to the non-exclusive jurisdiction of the Courts of the Kingdom of Bahrain. Such submission shall not prejudice the rights of the Bank to bring proceedings against the Cardholder in any other jurisdiction in or outside the Kingdom of Bahrain nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

18.3 The Cardholder irrevocably waives any objection which it might now or hereafter have to the courts referred to in this clause being nominated as the forum to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions and agrees not to claim that any such court is not a convenient or appropriate forum.

18.4 In the case of conflict between the English and Arabic versions, the latter shall prevail.
- Applicant's Name:

Identity Card No.

Applicant's Signature:

Date DD | MM | YYYY



CREDIT CARD & PREPAID CARD
TERMS & CONDITIONS

CREDIT CARD & PREPAID CARD TERMS & CONDITIONS

These terms and conditions (“**Terms and Conditions**”) will govern any Card(s) issued by the Bank and will be effective from the date the Card is activated, which will signify the Cardholder’s irrevocable and unconditional acceptance of these Terms and Conditions.

1 DEFINITION AND INTERPRETATION

1.1 Definition

In these Terms and Conditions, the following terms shall have the following meanings:

“ATM” means an automated teller machine, cash handling machine or any Card operated machine or device whether belonging to the Bank or other participating banks or financial institutions nominated from time to time by the Bank, which accepts cash, cheques and the Card and which operates 24 hours a day.

“Bank” means National Bank of Bahrain B.S.C.

“Card” means the Credit/Pre-paid Card issued by the Bank to a Cardholder.

“Cardholder” means the Principal Cardholder and the Supplementary Cardholder collectively.

“Card Account” means the account opened with the Bank in the name of the Principal Cardholder in accordance with the Agreement.

“Card Limit” means the maximum debit balance permitted under the Credit Card Account as determined and notified by the Bank to the Principal Cardholder from time to time.

“Card Transaction” means any Cash Advance made available by the Bank or the amount charged (or otherwise debited to the Card) by the Bank or any Merchant for any goods, service, benefit or reservation (including, without limitation, any reservation made by the Cardholder for air, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation rental or hire, whether or not utilised by the Cardholder) obtained by the use of the Card(s) or the Card number(s) or the PIN or in any other manner including, without limitation, mail, telephone, facsimile or internet orders or reservations authorized or made by the Cardholder, regardless of whether a sales or Cash Advance or other voucher or form was signed by the Cardholder.

“Cash Withdrawals” shall mean any cash withdrawal by manual delivery or via a teller machine within the limits of the credit amount specified by the Bank.

“Cash Advance” means any amount obtained by the use of the Card, the Card number or the PIN or in any manner authorised by the Cardholder from the Bank or any other bank or financial institutions or ATM displaying the Visa/Mastercard logo. Cash Advance transactions include ATM, over-the-counter, returned payment and cash equivalent (money orders, foreign currency, travellers checks from a non-financial institution, person-to-person money transfers, betting, lottery tickets, casino gaming chips, off-track betting wagers at race tracks, gambling, bail bonds, quasi cash as defined by VISA and Mastercard).

“Merchant” means any corporate entity, person or other establishment supplying goods and/or services who accepts the Card as a mode of payment or reservation by the Cardholder.

“Minimum Amount Due” means the percentage of the Credit Limit payment to be made by the Principal Cardholder, calculated on the Statement Balance and as reflected in the relevant Statement of Account.

“Payment Due Date” means the date specified in the Statement of Account by which the Statement Balance or the Minimum Amount Due is to be made into the Card Account.

“Personal Data” means information and data, including both personal data and sensitive personal data as defined in the PDPL.

“PDPL” means the Personal Data Protection Law No. 30 of 2018 and its implementing regulations, as may be amended, revoked or supplemented from time to time.

“Principal Card” means a Card issued to the Principal Cardholder.

“Principal Cardholder” means the person in whose name a Card Account has been opened.

“PIN” means a Personal Identification Number issued by the Bank to the Cardholder.

“Statement of Account” means the monthly or other periodic statement of Card Transactions incurred by the Cardholder for the Statement Period and Statement Balance due and payable to the Bank.

“Statement Balance” means the total amount due by the Cardholder for each Statement Period as shown on the relevant Statement of Account.

“Statement Period” means the monthly or other periodic intervals to which a Statement of Account relates.

“Schedule of Fees and Charges” means the Bank’s Schedule of Fees and Charges, as amended, varied and replaced from time to time on the Bank’s website. Such changes shall apply from the effective date specified by the Bank.

“Statement Issuance Date” means a date upon which the Bank issues the Statement of Account.

“Supplementary Card” means a Card which is supplementary to the Principal Card issued to a Supplementary Cardholder.

“Supplementary Cardholder” means a Cardholder nominated by the Principal Cardholder and whose Card Transactions are chargeable to the Card Account of the Principal Cardholder.

“Validity Period” means the period for which the Card is valid as determined by the Bank.

“VAT” means value added tax, or any equivalent tax chargeable in the Kingdom of Bahrain, or any equivalent tax or duty which may be imposed in substitution for it or in addition to it at the rate applicable from time to time.

1.2 Unless the context requires otherwise, the following rules shall apply:

- I. where two or more persons constitute the expression the “Cardholder”, all covenants, agreements, undertakings, stipulations, obligations, conditions and other provisions hereof and their liability herein shall be deemed to be made by and be binding and applicable respectively on them jointly and each of them severally and shall also be binding on and applicable to his personal representatives, successors and/or assigns jointly and severally.
- II. reference to any person including the Cardholder, the Bank and/or any other persons and/or legal entities shall include the personal representatives, successors and/or assigns of the person.
- III. reference to any person shall include any corporation, firm, partnership, society, association, statutory body and agency, whether local or foreign.
- IV. the clauses and other headings herein are for ease of reference only and shall not affect the interpretation of any provision hereof.
- V. reference to a statutory provision includes reference to any modification, consolidation or re-enactment of it for the time being in force, and all statutory instruments or orders made pursuant to it.
- VI. words importing the singular meaning shall where the context admits include the plural and vice-versa.
- VII. words for a gender include all genders.
- VIII. where a word or phrase is defined, its other grammatical forms
- IX. have a corresponding meaning.
- X. references to “month” shall mean references to a Gregorian month.

2 TERMS OF ISSUING THE CARD

- 2.1 As a conditional precedent for approving any application to issue a Card, the Bank may, at its absolute discretion, require the applicant/ Cardholder to provide a guarantee acceptable to the Bank such as and without limitation a cheque and/or pledge and/or assign a cash deposit and/or a bank guarantee and/or any other form of security in favour of the Bank for any amount determined by the Bank. The Bank shall maintain this guarantee as long as there is any obligation or outstanding balance on the Card Account. Notwithstanding what is stated in this clause the Bank reserves the right to decline any application submitted by the Cardholder for issuance of a Card without assigning any reason whatsoever and no further correspondence will be entertained in this regard.

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- 14.2 The Cardholder warrants and undertakes that in relation to the Cardholder’s Personal Data it has the explicit consent of every person or entity (or other lawful authorization) to disclose such data to the Bank for the Bank to use such Cardholder’s Personal Data in accordance with PDPL.

- 14.3 The Cardholder irrevocably consents, authorizes and permits the Bank to share, transmit or disclose the Cardholder’s Personal Data to the Bank’s branches, assignees, agents, credit reference agencies or any other parties including third party service providers as part of any outsourcing arrangements entered into by the Bank. The Bank shall have the right to check the credit standing of an applicant for the Card and/or check the credit standing of the Cardholder at any time as and when the Bank deems fit without reference to him/her.

- 14.4 The Cardholder irrevocably consents to the Bank transferring and storing, including through third party outsourcing agreements, the Cardholder’s Personal Data to a country or region providing an adequate level of data protection or to any other country or region if the Bank is authorized to do so under the PDPL.

- 14.5 The Personal Data processed by the Bank may be used to provide the Cardholder with details about the Bank’s products and services and also products and services from the Bank’s partners and other relevant third parties. The Cardholder acknowledges that the Bank will obtain Personal Data from third parties which may include the Bank’s assignees, agents, credit reference agencies or any other parties including third party service providers to assist in providing personalized information to the Cardholder about products and services. The Cardholder may choose to stop receiving marketing messages at any time by contacting the Bank. Even if the Cardholder decides not to receive marketing messages, the Bank may continue to use the Cardholder’s Personal Data to provide important information in relation to the Card to the Cardholder.

- 14.6 The Cardholder has a number of rights in relation to the Cardholder’s Personal Data that the Bank holds. These rights include, in certain circumstances:

- I. the right to access the Cardholder’s Personal Data;
- II. the right to object to and to request that the Bank restricts processing the Cardholder’s Personal Data;
- III. the right to request that the Bank rectifies the Cardholder’s Personal Data if it is inaccurate or incomplete; and
- IV. the right to request that the Bank erases the Cardholder’s Personal Data.

- 14.7 The Cardholder may contact the National Bank of Bahrain, licensed by the Central Bank of Bahrain as a conventional retail bank, as the Data Manager responsible for the processing of Personal Data.

- 14.8 The provisions under clause 14.1 to 14.7 do not effect any rights and obligations the Cardholder or the Bank have under any data protection legislation to which they are subject, including PDPL.

15 INDEMNITY

- 15.1 The Cardholder undertakes and agrees to indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise which the Bank may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Bank’s rights as herein provided. All costs and expenses in such regard may be debited to the Card Account and shall be paid by the Cardholder.

- 15.2 The Cardholder undertakes to pay to the Bank the amount of any loss or damage which the Bank, its directors, officers or employees may suffer by reason of those terms and conditions or by breach of them by the Cardholder or arising in any way in connection with the Card Account. The Bank may debit all such amounts to the Cardholder’s Card Account.

16. VAT

- 16.1 Any payment made or given by the Cardholder under or in connection with these Terms and Conditions is to be treated as exclusive of any VAT. If the Bank is required by law to make a

withholding or deduction in respect of VAT on a payment due from the Cardholder to the Bank under these Terms and Conditions, the amount of such payment shall be adjusted to an amount which (after making any VAT deduction) leaves an amount equal to the payment which would have been due from you if no such withholding or deduction had been required.

- 16.2 Any VAT withholding or deduction made by the Bank or any of the Bank’s affiliates, from any payment of any sum to the Card Holder, or from any of the Card Accounts, is required under applicable laws of the Kingdom of Bahrain.

- 16.3 The Cardholder acknowledges and accepts that the Bank is not required to provide reimbursement for any VAT withholding or deduction.

- 16.4 The Cardholder agrees to provide the Bank with any such information so as to enable the Bank to comply with its statutory or other obligations related to these Terms and Conditions.

- 16.5 Within thirty (30) days of making a withholding or deduction in respect of VAT, the Bank shall deliver to the Cardholder evidence that the withholding or deduction has been made or, as applicable, any appropriate payment paid to the relevant taxing authority.

17. GENERAL PROVISIONS

- 17.1 The Bank will not be liable if it is unable to perform its obligations under these Terms and Conditions due (directly or indirectly) to the failure of any machine, data processing system, transmission link, industrial dispute or any reason beyond the Bank’s control.

- 17.2 The Bank shall not be liable for acting in good faith upon the cardholder’s instruction.

- 17.3 All the fees and charges paid pursuant to or in connection with the Terms and Conditions are non-refundable.

- 17.4 If the Bank is unable to produce or send a Statement of Account, the Principal Cardholder’s liability for total outstanding shall continue and for the purpose of calculating any fees or charges and establishing the date on which payment is due, the Bank may select a set date in each month as the Statement of Account’s date. It is the Cardholder’s responsibility to check with the Bank on the relevant set date each month if he/she is not in receipt of the Statement of Account for the amount payable and as to the deadline within such remittance is to be effected.

- 17.5 The Bank may at any time demand the Cardholder to provide an undated cheque, pledge over a deposit and/or any other collateral as security for the Card. Failure to comply with such a request shall be treated as a breach to these Terms and Conditions. The Cardholder has authorised the Bank to insert the date of the said cheque and to present it for payment on the inserted date against any amount due to the Bank.

- 17.6 It is the sole responsibility of the Cardholder to ensure that the personal contact information is updated in the Bank’s records at all times. The Cardholder must promptly notify the Bank in writing of any changes in the Cardholder’s information as provided to the Bank, including but not limited to, employment, address, contact numbers, etc. along with any documentary evidence of such changes.

- 17.7 All Cards, PIN, notices, Statements of Account, demands or any other communication under these Terms and Conditions (hereinafter collectively called “Communications”) may be delivered personally or sent by ordinary post or by electronic means to the last known billing or other address of the Cardholder and such Communications shall be deemed to be served on the Cardholder on the day of delivery, if delivered by hand and on the next business day after posting if sent by post. All Communications under these Terms and Conditions sent to the Principal Cardholder or to the Supplementary Cardholder shall be deemed to be Communications sent to both.

- 17.8 Any instructions conveyed by the Cardholder through the Bank’s contact centre and/or any of the Bank branches or contact points shall be deemed valid. The Bank has the right to record all such telephonic instructions and may act upon and use such records as evidence in the case of disputes/ complaints or in a court of law or other legal proceedings. The Cardholder consents to such recording and use of the same by the Bank and understands that the range of

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10 EXEMPTIONS AND EXCLUSIONS

- 10.1 The Bank shall not be liable for any loss or damage howsoever incurred or suffered by the Cardholder by reason of the Bank or a Merchant or other Bank or financial institution or any ATM or terminal or other party refusing to allow a Card Transaction or accept the Card or the Card numbers or the PIN or to extend or provide Cash Advances up to the Credit Limit or at all.
- 10.2 The Bank shall not be responsible for the refusal of any Merchant or member institution of VISA International/Mastercard International to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant or, where applicable, for any breach of non-performance by a Merchant for Card Transactions.
- 10.3 In the event of any dispute between the Cardholder and any Merchant or other bank or financial institution or any other person, the Cardholder's liability to the Bank shall not in any way be affected by such dispute or any claim or right of set-off which the Cardholder may have given against such Merchant or bank or financial institution or any other person.
- 10.4 The Bank shall not be liable in any way to the Cardholder for any loss or damage of whatever nature due to or arising from any disruption or failure or defect in any ATM or terminal or communication system or facilities or data processing system or transmission link or any financial or other dispute or anything or cause, whether beyond the control of the Bank or otherwise.
- 10.5 The Bank shall not be liable for any disputes brought to the Bank's notice by the Cardholder after fifteen (15) days from the date of the relevant Statement of Account.
- 10.6 The Cardholder acknowledges the risk that data received/delivered through the internet/email including any confidential information may be accessed/seen by third parties. Therefore, in the event Statements of Accounts or other communications are sent through the internet/e-mail, the Cardholder accepts all responsibility and the Bank will not be liable for any loss, expense or claims resulting from the use of the internet/e-mail for purposes of delivering Statements of Account or other communications.

11 SUSPENSION AND CANCELLATION OF THE CARD

- 11.1 The Bank may at any time suspend or cancel the right of the Cardholder to use the Card that is issued to him/her on temporary or permanent basis without any notice, if he/she fails to satisfy his/her obligations under these Terms and Conditions or any attachments thereto or under any agreements or amendments, and/or if he/she defaults in the payment of the amounts as they fall due. Accordingly, the Cardholder shall hand over the Card to the Bank and refrain absolutely and immediately from using the Card. Such cancellation shall not absolve the Cardholder from his/her liabilities and obligations towards the Bank.
- 11.2 The outstanding balance of the Card Account of the Cardholder shall continue in force and fees and charges shall accrue as agreed between the two parties herein until the outstanding balance of the Card Account is fully settled.

12 VARIATION OF THESE TERMS AND CONDITIONS

- 12.1 The Bank may, from time to time, and at its sole discretion, and without notice to the Cardholder change or amend any of these Terms and Conditions. Nevertheless the Bank may notify the Cardholder with such changes by any appropriate medium. Such changes shall apply on the effective date specified by the Bank in the notification sent to the Cardholder - if any - and shall apply to all unpaid charges, interest, fees, Cash Advances and Card Transactions. Continuation of using the Card(s) by the Principal or Supplementary Cardholder after the notification shall be conceded as an acceptance of these amendments. If the Cardholder does not accept the proposed change, the Cardholder must terminate the use of the Card by giving prior written notice to the Bank and return the Card cut in half to the Bank prior to the effective date and clause 13.7 shall apply.
- 12.2 The Bank may at its sole discretion at any time vary the rate, method or calculation of the charges, interest, annual renewal fees, late payment fees, over limit fees, Minimum Amount Due and/or any other fees or charges without obtaining the Cardholder's consent.

13 TERMINATION

- 13.1 The Cardholder may at any time notify the Bank of his intention to close the Card Account and terminate the use of all Cards by giving notice in writing and returning all Cards cut into half to the Bank. The Card Account shall be closed only after the receipt of full payment of all charges, finance charges and liabilities of the Card Account, including but not limited to transactions authorized but not yet billed to the Card Account.
- 13.2 The Principal Cardholder or any Supplementary Cardholder may at any time terminate the use of the Supplementary Card by giving notice in writing (or by such other means acceptable to the Bank from time to time) to the Bank and by returning the Supplementary Card, cut in half, to the Bank. In such event, all Cardholders, including the Supplementary Cardholder whose use of the Card has been terminated, shall be and shall continue to be jointly and severally liable to the Bank for all charges and other liabilities in accordance with these Terms and Conditions provided that the Supplementary Cardholder, whose use of the Card has been terminated, shall not be liable for charges and other liabilities incurred by the Principal Cardholder and any other Supplementary Cardholders (if any) after the Bank's receipt of the cut Supplementary Card.
- 13.3 The Bank may at any time recall all or any of the Card(s) and terminate or stop its/their use with or without giving prior notice to the Cardholder. The Cardholder shall immediately after such recall, return such Card(s) cut in half to the Bank and make full payment of all charges, finance charges and liabilities to the Bank.
- 13.4 The use of the Card shall be terminated by the Bank without notice upon the death, bankruptcy or insolvency of the Cardholder or when the whereabouts of the Cardholder become unknown to the Bank due to any cause not attributed to the Bank.
- 13.5 In the event of the Principal Cardholder's bankruptcy, death, or insolvency, the Supplementary Cardholder will immediately stop the use of the Card(s) and return them cut in half to the Bank.
- 13.6 The Bank shall not be liable to refund the annual membership fee or any part thereof in the event of the termination of the Card Account or the use of any or all Card(s).
- 13.7 Notwithstanding the due date specified in the Statements of Account, all amounts outstanding on a Card Account (including that of all Supplementary Cards) together with the amount incurred by the use of the Card but not yet billed to the Cardholder's Card Account shall be payable immediately upon the termination of the Card(s) in accordance with these Terms and Conditions.
- 13.8 Upon cancellation of the use of the Card(s), any security held by the Bank shall be held for a period not less than thirty (30) days following the cancellation and/or return of the Card(s), whether cancelled by the Bank or the Cardholder.
- 13.9 Despite the termination of these Terms and Conditions or cancellation or suspension of the Card the Cardholder and/or his heirs will be responsible for setting off outstanding balances on the Card Account and shall keep the Bank indemnified for all costs (including legal fees and charges) and expenses incurred in recovering such outstanding balances.
- 13.10 Until such termination, the Bank may reissue the Cards from time to time for use in accordance with these Terms and Conditions. Prior to leaving the Kingdom of Bahrain permanently, the Principal Cardholder shall return to the Bank all Card(s) issued by the Bank to Cardholder(s).
- 13.11 It is hereby expressly agreed by the Cardholder and the Bank 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.

14 DISCLOSURE OF INFORMATION

- 14.1 The Cardholder acknowledges that the Bank will use the Cardholder's Personal Data in connection with exercising its rights and performing its obligations in connection to the Card and for all purposes connected with exercising its rights and discharging its obligations in connection to the Card. The Cardholder acknowledges that such use may include disclosing the Cardholder's Personal Data to government departments, the Central Bank of Bahrain and other public authorities within the Kingdom of Bahrain.

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- 2.2 The Cardholder or the Guarantor acknowledge and agree that the Bank shall continue to maintain this guarantee for a period not less than thirty days from the date of cancelling the Card, whether such cancellation is determined by the Bank or at the request of the Cardholder.
- 2.3 The Bank at its absolute discretion shall set a Card Limit and may notify the Cardholder accordingly. The Bank reserves the right to reduce or change the Card Limit at any time without notifying the Cardholder.
- 2.4 The Card shall be valid for the period specified on the Card and the same can be used within the Card Limit and until the expiry date printed on the card.
- 2.5 The Card may be collected from the Bank by the Cardholder, sent by post, courier mail or delivered to the address notified by the Cardholder to the Bank at his/her own risk and responsibility.
- 2.6 The Bank reserves the right to change the Card designs and scheme at any time without prior notice to the Cardholder.
- 2.7 Any Cards and PIN will remain at all times the property of the Bank and the Cards must be surrendered to the Bank immediately upon the Bank's or its duly authorised agent's request.

3 TERMS OF USING THE CARD

- 3.1 Only the designated Cardholder, whose name appears on the face of the Card, may use the Card.
- 3.2 The Cardholder may receive from the Bank, subject to the Bank's sole discretion, either a non-activated Card or a pre-activated Card. A prepaid Card will be deactivated automatically if it remains inactive for a continuous period of six (6) months. To reactivate the card, the cardholder should contact the Bank or reactivate it through the Bank's digital or online channels.
- 3.3 In the event that the Cardholder is provided a non-activated Card and upon receipt of the Card, the Cardholder shall call the Bank at the number specified by the Bank in order to activate the Card. The Cardholder shall identify himself and advise of his Card number and any other confidential information that the Bank may require. The Bank may, at its sole discretion, initiate a call to the Cardholder on the contact numbers registered by the Cardholder with the Bank in order to enable the Cardholder to activate the Card. The Cardholder's telephone call to the Bank or the Bank's call to the Cardholder resulting in activation of the Card is proof of delivery and shall constitute binding and conclusive evidence of the Cardholder's receipt of the Card and acceptance of these Terms and Conditions.
- 3.4 In the event that the Cardholder receives a pre-activated Card, the cardholder may use the Card without the need to call the Bank or taking any other action with the Bank. Upon receipt of the Card, the Cardholder shall sign on the reverse of the Card.
- 3.5 The Cardholder's confirmation of receipt, signature, usage or activation of the Card shall constitute binding and conclusive evidence of the Cardholder's acceptance of these Terms and Conditions notwithstanding that the Bank is not notified of the Cardholder's receipt of the Card. In the event that the Cardholder does not wish to be bound by these Terms and conditions, the Cardholder shall cut the Card in half and return both halves to the Bank.
- 3.6 The Cardholder agrees not to use Card for any illegal transaction, as defined by (a) the payment provider regulations; (b) International Authorities; (c) Laws of the Kingdom of Bahrain.
- 3.7 The Cardholder agrees not to use the Card after the period for which it is stated to be valid or after notification to him/her of its cancellation or withdrawal by the Bank or any person acting on behalf of the Bank.
- 3.8 The Cardholder undertakes to solely use the Card for his/ her personal banking consumption in accordance with the Terms and Conditions, to act in good faith at all times in relation to all dealings with the Card and the Bank and not to use the Card for any Card Transaction(s) related to his/her company(s), the Cardholder also undertakes not to use the Card at Merchant's POS device(s) owned by him/her.
- 3.9 Notwithstanding that the Card Limit has not been used by the Cardholder, the Bank reserves the absolute right and without notice to the Cardholder to withdraw, restrict and cancel the Card Limit on the card.
- 3.10 The Bank shall unilaterally and solely have the right to determine, increase or reduce the Card Limit and/or waive the Card Limit fully or partially. The Cardholder further undertakes not to affect any

Card Transaction which may cause the outstanding balance on the Card Account to exceed such Card Limit. If in contravention of this provision, the Cardholder exceeds the Card Limit the Cardholder shall, in addition to the outstanding balance, pay to the Bank, upon demand by the Bank, the full sum by which the Card Limit is exceeded and all related fees (including an over limit fee) associated with exceeding the Card Limit. In the event of a failure by the Cardholder to pay to the Bank the full sum demanded as aforesaid the outstanding balance on the Card Account shall become immediately due and payable and the provisions of clause 13.7 shall apply.

- 3.11 The Bank reserves the right to contact the Cardholder for the purpose of verification of Card Transactions/performing a security check/ advising the replacement of the Card. The Cardholder agrees to cooperate with the Bank in all such cases. If the Bank is unable to establish contact with the Cardholder for any reason whatsoever in any of the above circumstances, the Bank holds the right to freeze/ block Cardholder's Card Account until contact is established to the satisfaction of the Bank. The Cardholder indemnifies and holds harmless the bank for any costs/losses whether actual or implied that may be incurred by the Cardholder due to the freeze/block placed by the Bank on the Card Account as described herein. The Bank is under no obligation to share details of the circumstances under which the block/freeze has been placed on the Cardholder's Card Account.

4 SAFEGUARDING THE CARD AND PIN

- 4.1 The Bank may issue a PIN to the Cardholder (or the Cardholder may select a PIN via the phone by calling the Bank's contact centre or through any other service made available by the Bank) for use at any ATM which will accept the Card or anywhere the PIN is accepted. The Cardholder agrees that the PIN may be sent by post, courier mail or delivered to the address notified by the Cardholder to the Bank at his/ her own risk and responsibility.
- 4.2 The Cardholder must exercise all possible care to ensure the safety of the Card and will safeguard the PIN code from disclosure to any person. The Cardholder must not disclose the Card Number to any third party except in connection with a Card Transaction or when reporting the actual loss or theft of the Card.
- 4.3 If the Credit Card is lost or stolen or the PIN is disclosed to any person, the Cardholder shall immediately notify the Bank on the phone numbers specified by the Bank from time to time and the police of the country where such loss or theft or disclosure occurred. Such notification shall be followed by signed written confirmation or email to the Bank within 48 hours of receipt of notice. Until receipt of such written confirmation, the Cardholder will be liable for all Credit Card Transactions on the Card Account. The Cardholder also undertakes to take all necessary steps to assist the Bank in recovering the missing Card. Upon notification of such loss or theft, or in the event of any illegal or suspicious Card Transactions, the Bank may, without further notice to the Cardholder, suspend the use of the Card.
- 4.4 The Cardholder shall fully be liable to the Bank for all Card Transactions made with the PIN whether with or without the knowledge of the Cardholder.
- 4.5 The Cardholder shall be and remain fully liable for the payment to the Bank 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 by any person whether with or without the knowledge of the Cardholder and irrespective of whether they were authorised by the Cardholder or not.
- 4.6 The Bank may at its sole discretion issue a replacement for any lost or stolen Card subject to the terms and conditions as the Bank may consider appropriate and at a fee determined by the Bank from time to time.
- 4.7 In the event that the Cardholder recovers the lost or stolen Card, he shall return the same cut in half immediately to the Bank without using it. The Cardholder shall not use the PIN after reporting the disclosure thereof to the Bank.
- 4.8 All PIN based transactions will be subject to the government or the Central Bank of Bahrain's liability limits, which the Bank must comply with and may affect use of the Card.

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5 CARD ACCOUNT

- 5.1 The Cardholder agrees to pay to the Bank non-refundable fees as determined by the Bank - at its sole discretion - such as and without limitation the Card issuance/joining fees, annual fees, renewal fees, Supplementary Card, replacement Card fees and/or any other fees determined by the Bank from time to time as specified in the Schedule of Fees and Charges and as updated on the Bank's website.
- 5.2 The Bank will open and maintain a Card Account for each Principal Cardholder and will charge to such Account the amounts of all goods and services ("purchases"), Cash Advances obtained by use of the Card, applicable fees and any loss incurred by the Bank arising from the use of the Card.
- 5.3 The Principal Cardholder shall be liable to pay any amount debited to the Supplementary Card, and shall be jointly and severally liable with the Supplementary Cardholder for any Card Transaction relating to the Supplementary Card and/or any amount debited to the Supplementary Card.
- 5.4 All payments to be made by the Cardholder shall be in the billing currency of the Card Account. If payment is made in any other currency, the Cardholder shall pay the Bank all exchange, commission and other charges or losses charged or incurred by the Bank 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 Bank as at the date that it is recorded in the Card Account. Such payment made in any currency other than the billing currency shall be credited after the date when such payment is converted into the billing currency or when the relevant funds have been received for value by the Bank in the Kingdom of Bahrain and assigned to the Card Account
- 5.5 Where a Merchant in the course of a transaction conducted by the Cardholder seeks an authorization from the Bank, the amount of such Transaction will reduce the amount of the available Card Limit on the Card Account. The amount of any Card Transaction in a currency other than the same currency as the Card Account will be converted into same currency as the Card Account at the prevailing rates of exchange (as determined by the Bank at its sole discretion) on the date when such amounts are charged to the Card Account.
- 5.6 The Bank shall not be liable or responsible in any way for any dispute that may arise between the Merchant and the Cardholder regarding a transaction. The card subject to payment, and the Bank will not be responsible for refusing to deal with the card by any bank, commercial store, ATM, point of sale or any other devices. The Bank deposits this money in the card account when it is received.
- 5.7 5.7 The Bank will grant direct access to the Statements of Account for the Card Account to the Principal Cardholder through the Bank's Digital Channels. The Card Transactions appearing on the Statements of Account shall be considered as accepted by the Principal Cardholder if he/she does not object thereto within the specified duration of 15 days from the Statement Issuance Date of the relevant Statement of Account in accordance with clause 9.
- 5.8 The Cardholder agrees to pay the Bank the Statement Balance on the Card Account in addition to any charges, interest, cash advance fees, over limit fees and/or any other fees payable under these Terms and Conditions. If the Cardholder chooses not to settle the Statement Balance in full, the Cardholder shall on or before the Payment Due Date determined by the Bank pay the agreed percentage of payment or the amount specified as the Minimum Amount Due in the Statement of Account, whichever is higher and the finance charges will become applicable.
- 5.9 The Principal Cardholder must pay immediately any arrears of previous payments and the amount of any Card Transaction made in breach of any Terms and Conditions in this Agreement.
- 5.10 The non receipt and/or late receipt of Statement of Account shall not be construed and considered by the Cardholder to be a sufficient reason for non-payment of the Statement Balance or part thereof or the Minimum Amount Due.
- 5.11 The Cardholder agrees and acknowledges that if he fails to pay the Minimum Amount Due in full by the Payment Due Date, the Bank reserves the right to levy late payment fees (as determined by the Bank from time to time) to the Card Account as specified in the Schedule of Fees and Charges.

- 5.12 Payments made in excess of the Minimum Amount Due as appearing on the Statement of Account, will not excuse the Cardholder from the next Minimum Amount Due. Payment of the Minimum Amount Due will not excuse the Cardholder from being billed the applicable finance charges.
- 5.13 If the Cardholder failed to pay the Minimum Amount Due on the Payment Due Date and the same remained unsettled till the beginning of the next Statement Period, the Bank will add the unsettled amount to the next Statement of Account in addition to any charges and/or fees.
- 5.14 Without prejudice to the Bank's rights at any time to take appropriate legal action against the Cardholder, the Bank may charge fees for any returned unpaid cheques drawn by the Cardholder as full or partial payment of the outstanding balance or on the Card Account.
- 5.15 The Cardholder agrees that if any sums shall be due from the Cardholder to the Bank at any time under the Card Account or any other account then the outstanding balance on the Card Account shall become immediately due and payable
- 5.16 The Cardholder irrevocably authorizes the Bank to debit any other accounts of the Principal Cardholder with the Bank towards recovery of any arrears of payments and/or penalties that the Bank may impose for any Card Transaction made in breach of any of these Terms and Conditions.
- 5.17 Subject to any limitations imposed by statute, all amounts due under these Terms and Conditions 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, if there is any breach to these Terms and Conditions by the Cardholder.
- 5.18 Any payment to the Bank will take effect only when received at the address notified by the Bank and credited to the Card Account and will be applied by the Bank; (1) towards payment of the late payment fees and any other fees reflected on the previous and current Statement of Account; (2) towards payment of interest reflected on previous and current Statement of Account; (3) towards payment of all Cash Advances reflected on the latest and previous Statement of Account; (4) towards payment of all purchases made and reflected on previous and current Statement of Account; (5) towards payment of all purchases shown in the latest Statement of Account; (6) towards payment of any Cash Advances drawn but not yet billed; and (7) towards payment of any purchases made but not yet billed; (8) interest, fees and charges which have been accrued but not billed.
- 5.19 Any cheque deposited shall be acceptable for collection and the proceeds shall not be available until the cheque has been cleared and the proceeds paid to the Bank. Any such deposit may only be deemed to having been actually received by the Bank upon the receipt and crediting the same to the Card Account.
- 5.20 If the Cardholder affects any payment by depositing cash or cheque in any ATM or terminals designated by the Bank, the Bank shall not be liable for any loss or delay caused by the use of the ATM or terminal. Cheques deposited in ATM or terminals shall only be credited to the Card Account after verification by the Bank (which shall be conclusive and binding against the Cardholder) and any statement issued on making such deposit shall only represent what the Cardholder purports to have deposited and shall in no way bind the Bank as to its correctness.
- 5.21 The Cardholder should not be allowed to transfer funds from one Card Account to another in settlement of the dues on the other Card Account, even if such funds are available as a credit balance on the Card Account unless if an explicit prior arrangement to this effect is made with the Bank.
- 5.22 The Bank shall be entitled to treat the following as evidence of a debt properly incurred by the Cardholder to be debited to the Card Account:
- I. Any sales draft, transaction record (through any terminal), credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of embossed information printed on the Card and duly completed irrespective of whether the same bears the signature of the Cardholder or not. However this does not in any way waive the Cardholder's responsibility to sign the sales draft /transaction record/credit voucher as requested by the merchant establishment; and/or

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- II. The Bank's record of Cash Advances or of any other transactions effected by the use of the Card including but not limited to transactions effected via mail order, the telephone or the internet.
- 5.23 If the Cardholder pays the Bank any amount which is in excess of the Statement Balance, the Bank retains the right as it deems necessary, to verify the reasons for such excess payments and accordingly to process or not to process such payments and to return the payments to the Cardholder.
- 5.24 The Cardholder acknowledges that some differences may arise between the amounts in the bills and the amount in the Statement of Account due to rounding the amount figure three to two decimals or any other reasons related to VISA International and Mastercard Worldwide terms and conditions, and he covenants to exempts the Bank from any liability in this matter.
- 5.25 The Cardholder shall not be entitled to assign or otherwise transfer any rights against the Bank.
- 6 CASH ADVANCE TRANSACTIONS
- 6.1 Subject to the Bank's sole discretion, the Cardholder may be allowed to use the Card or Cash Advance transactions for such amounts determined by the Bank by using the Card in any of the Bank's ATM and manually over the counter or any other bank or financial institution through whom such Cash Advances are provided.
- 6.2 The Bank shall issue a PIN for the Cardholder to use the Card at any ATM accepting Cash Advance transactions or any other Card Transaction. The Cardholder acknowledges that in any Cash Advance transaction through ATM he shall use the PIN to effect the transaction.
- 6.3 Finance charges are applicable to Cash Advances and calculated on a daily basis. These shall accrue on each Cash Advance from the date of the Cash Advance until repayment in full. The finance charges are specified in the Schedule of Fees and Charges as updated on the Bank's website.
- 6.4 The Cardholder acknowledges and agrees that cash advance fee will be applicable for each Cash Advance transaction and shall be applied on the amount of each Cash Advance transaction. The Bank reserves the right to vary from time to time the method of calculation, amount and/or rate of the cash advance fee and notify the same to the Cardholder through the Schedule of Fees and Charges and/or any other form of communication at the Bank's discretion and update the same on the Bank's website.
- 6.5 The total amount of Card Transactions shall be reflected on the Card account and appear on the Statement of Account, including the all fees, charges and finance charges, and shall be reduced from the available Card Limit.
- 7 SUPPLEMENTARY CARDHOLDER
- 7.1 The Bank may, at its discretion, issue a Supplementary Card to a person nominated by the Cardholder and approved by the Bank. The issue of Supplementary Card shall be subject to such Terms and Conditions, which the Bank may deem necessary.
- 7.2 The Terms and Conditions applicable herein to the Principal Cardholder shall apply mutatis mutandis (i.e. with necessary change) to the Supplementary Cardholder. Every Supplementary Cardholder shall be jointly and severally liable with Principal Cardholder for the outstanding balance and all transactions generated by the use of the Card.
- 7.3 The Principal Cardholder shall be liable for all amounts arising from or losses incurred by the Bank in connection with the use of the Card Account by the Supplementary Cardholder (including any use in breach of these Terms and Conditions which the Bank shall be under no responsibility to prevent) which amounts/losses sustained may be debited to the Card Account.
- 7.4 The Bank may at its absolute discretion initiate and commence legal proceedings under this clause against the Principal Cardholder or Supplementary Cardholder or both of them.
- 7.5 The Card Limit assigned to the Principal Cardholder is inclusive of the card limit of the Supplementary Card and the Principal Cardholder and the Supplementary Cardholder shall not permit the outstanding

- balance to exceed the said Card Limit. If the Supplementary Cardholder has been assigned a specific limit, that shall constitute the maximum spending limit on the Supplementary Card. However, this in no way absolves the Principal Cardholder from being fully liable to the Bank for all debts incurred by the Supplementary Cardholder.
- 7.6 The validity of the Supplementary Card is dependent upon the validity of the Principal Card. Upon termination of the use of the Primary Card or the Primary Cardholder's agreement with the Bank, for whatever reason, the Supplementary Card(s) shall also be terminated.
- 7.7 The undertaking, liabilities and obligations of the Principal Cardholder and the supplementary Cardholder to the Bank's rights herein shall not be effected in any way by any dispute or claim which the Principal Cardholder and the Supplementary Cardholder may have against each other.
- 7.8 In addition to what is stated in this clause, and as a separate undertaking, the Principal Cardholder shall be fully liable to the Bank for all charges and other liabilities incurred by the Principal Cardholder and the Supplementary Cardholder notwithstanding any legal disability or incapacity of the Supplementary Cardholder.
- 7.9 In addition to its other rights and powers under this Agreement the Bank may at its sole discretion temporary or permanently suspend, not renew a supplementary card. The Bank may cancel a Supplementary Card at any time at the written request of the Principal Cardholder, accompanied by the return of the Card to the Bank without affecting the Principal Cardholder's liability in respect of any Card Transaction conducted by the Supplementary Cardholder prior to cancellation.
- 8 DIRECT DEBIT SERVICE
- 8.1 Should the Principal Cardholder request to be enrolled in the direct debit service, the Bank shall arrange to enrol the Principal Cardholder in the service. The Bank shall arrange to debit the Cardholder's saving or current account should there be sufficient funds for the outstanding balance or the Minimum Amount Due selected by the Cardholder.
- 8.2 The Bank will execute the direct debit service 51 days after the date of the Statement of Account up to the Payment Due Date and will cease should the Minimum Amount Due be settled on any date after the Statement date.
- 8.3 If the Cardholder pays a part of the amount due from him, this shall not forfeit the right of the Bank to debit the remaining amount due.
- 8.4 The Cardholder shall be responsible for the appropriate service charges indicated in the Schedule of Fees and Charges if the Bank is unable to debit the amount should there be insufficient funds or abnormal account status.
- 8.5 The direct debit service will continue to be operational by the Bank unless written instruction is received to terminate the service, 20 days prior to the Payment Due Date appearing on the current Statement of Account.
- 9 CARD TRANSACTION DISPUTES
- 9.1 In the event that the Cardholder wishes to dispute a Card Transactions and Charges on the Statement of Account the dispute is to be notified to the Bank in writing no later than 15 days from the Statement Issuance Date of the relevant Statement of Account.
- 9.2 The dispute is to be notified to the Bank in the format as specified on the Cardholder Dispute Form that is available on the Bank's website, in the Bank's branches or may also be requested for by calling the number specified on the reverse of the Card.
- 9.3 The Cardholder must ensure to complete the form in full and provide all supporting documentation that the Bank requests as pertinent to the disputed Card Transactions and charge and the circumstances thereof.
- 9.4 Unless otherwise advised by the Bank, the Cardholder remains fully liable for all Card Transactions and charges on the Card, even in the event that the Cardholder has submitted a Cardholder Dispute Form to the Bank. Non-payment of Statement Balance or part thereof will result in the levy of relevant fees and finance charges.
- 9.5 If a Card Transaction disputed by the Cardholder is subsequently proven to have been originated by the Cardholder, the Bank retains the right to charge-back, as from the date when the Card Transaction took place, the Card Transaction amount along with the interest and any additional fees and expenses incurred by the Bank in the investigation thereof.