

CBD Smiles Visa Credit Card Terms and Conditions

Commercial Bank of Dubai PSC ("CBD") and Emirates Telecommunication Group Company PJSC ("Etisalat") have entered into a Service Agreement for the provision of the CBD Smiles Credit Card in the United Arab Emirates.

The following Terms and Conditions ("**T&C**") are applicable to the CBD Smiles Credit Card. Unless otherwise specified, these T&C are applicable to both variants of the CBD Smiles Credit Card – CBD Smiles Visa Platinum Credit Card and CBD Smiles Visa Signature Credit Card. These T&C will apply in conjunction with the CBD Credit Cards General Terms & Conditions and Smiles by Etisalat Terms and Conditions available at www.cbd.ae and <https://smiles.etisalat.ae> respectively.

1.1. Definitions and Interpretation

1.1.1. Definitions

"Bank" or "the Bank" means Commercial Bank of Dubai.

"Billing Cycle" means a period of up to thirty one calendar days according to the Gregorian calendar, from the previous Billing Date.

"Billing Date" means the date of generation of the statement of transactions in the Card Account for the previous Billing Cycle.

"Calendar Month" means calendar month according to the Gregorian calendar.

"Card(s)" means the CBD Smiles Visa Platinum Credit Card and / or the CBD Smiles Visa Signature Credit Card in physical or virtual form.

"Card Account" means the account opened by the Bank for issuance, billing and maintenance of Primary Card(s) and Supplementary Card(s).

"Cardholder(s)" means the holder of Card(s).

"Card Program" has the meaning ascribed to in section 1.2.

"Enrolment Date" means the calendar date on which Card Account is created for new CBD Smiles Cardholders and means the calendar date of conversion of Card Program for those CBD Visa Platinum Credit Cardholders and CBD Visa Signature Credit Cardholders who have chosen not to opt-out of the Card Program

"Etisalat" means Emirates Telecommunication Group Company PJSC in the United Arab Emirates

"Etisalat Consumer Number" means a mobile number provided by Etisalat to an individual user on the basis of his / her UAE Resident Identity Card

"Etisalat Enterprise Number" means a mobile number provided by Etisalat to a company, enterprise or firm for eventual use by an employee or agent of said company, enterprise or firm.

"Merchant Category Codes (MCC)" means the classification used by Visa International to classify merchants and businesses by the type of goods or services provided.

"Membership Fees" means the fees charged to the Primary Cardholder's Card Account on enrolment into the Program and / or on every anniversary thereof.

"Non-Etisalat Number" means a mobile number provided by any telecommunications service provider in UAE other than Etisalat.

"Non-Qualifying Transactions" means utility bill payment transactions made through bank's digital channels, cash withdrawal through ATM and/or exchange houses, balance transfers, cash-on-call, any insurance and fee levied by bank, any adjustment entries made by the bank and/ or other transactions on the Card that the Bank defines as not eligible for Base Cashback and/or Bonus Cashback, from time to time at its sole discretion.

"Primary Card(s)" means a Card in physical or virtual form other than the Supplementary Card but linked to the same Card Account as the Supplementary Card.

"Primary Cardholder(s)" means a person other than a Supplementary Cardholder who is issued a Primary Card and for whom the Card Account is first opened by the Bank.

"Posting Date" means the date when a card transaction is received by the Bank and posted to the Card Account. It may or may not be the same as the Transaction Date.

"Qualifying Transactions" means retail card present, retail card not present e-commerce transactions, utility bill payment transactions at merchant's website, reversals and refund transactions initiated by the merchant and/ or other transactions on the Card that the Bank defines as eligible for Base Cashback and/or Bonus Cashback, from time to time at its sole discretion.

"Smiles UAE" means the rewards program created, maintained and managed by Etisalat under which Cardholders can earn Smiles Points based on Qualifying Transactions and redeem Smiles Points for payment for Etisalat services, discounts, offers and other benefits through the Smiles mobile application

"Smiles Membership" means the membership under Smiles UAE, created directly by Cardholders on the Smiles mobile application, Smiles website (<https://smiles.etisalat.ae>) or created by Etisalat on behalf of Cardholders based on the information provided by the Bank which was last updated by the Cardholder.

"Smiles Points" means the reward points under the Smiles Membership that are earned by Cardholders based on Qualifying Transactions and can be redeemed for payment for Etisalat services, discounts, offers and other benefits through the Smiles mobile application.

"Supplementary Card(s)" means a Card in physical or virtual form other than the Primary Card but linked to the same Card Account as the Primary Card.

"Supplementary Cardholder(s)" means the person nominated by the Primary Cardholder to use the Card Account and in whose name the Bank has issued a Supplementary Card.

"Transaction Date" means the calendar date on which a card transaction took place.

1.1.2. Interpretation

- The Card Program supplements, but does not in any way amend the Credit Card Agreement between the Bank and the Cardholder, and any term referenced but not defined herein would be interpreted in accordance with the agreement pertaining to credit cards entered between the Primary Cardholder and the Bank ("**Credit Card Agreement**").
- Notwithstanding anything contained herein, in the event there is any contradiction between these T&C and the Credit Card Agreement, then terms of Credit Card Agreement shall prevail.

1.2. Card Program

CBD Smiles Credit Card Program ("**Card Program**") allows eligible Cardholders to earn and accumulate Smiles Points on Qualifying Transactions which have been posted on their CBD Credit Cards as on the Posting Date during the Calendar Month and shall also entitle the Cardholders to specified Card benefits as defined on www.cbd.ae. The Card Program applies to new Cardholders as well as to existing CBD Visa Platinum Credit Cardholders and CBD Visa Signature Credit Cardholders who have chosen not to opt-out of the Card Program as on the Enrollment Date.

2. Eligibility

- 2.1. The Card Program is open to such Cardholders as determined by the Bank from time to time whose Cards are not blocked, and are in good standing as determined by the Bank at its sole discretion.
- 2.2. Only Qualifying Transactions posted by the Bank as on the Posting Date to the Card Account would be considered for determining eligibility to earn Smiles Points and to avail specified benefits as defined on www.cbd.ae

3. Enrollment into Card Program

- 3.1. Participation in the Card Program is automatic for all eligible Cardholders on Enrollment Date.
- 3.2. Cardholders may continue to use his/her Card as he/she normally does.
- 3.3. The Bank may decide to offer the Card with a first year free option or impose Membership Fees on the Enrollment Date and / or on every anniversary thereof, at its sole discretion.

4. Smiles UAE

Cardholder understands and unconditionally accepts that Smiles UAE is a rewards program created, maintained and managed by Etisalat at its sole discretion and governed by its own Terms and Conditions as published on <https://smiles.etisalat.ae>

4.1 Enrollment into Smiles UAE

Cardholder understands and unconditionally accepts the following:

- 4.1.1 Enrollment into Smiles UAE is at the sole discretion of Etisalat and is governed by Smiles UAE Terms and Conditions as published on <https://smiles.etisalat.ae>
- 4.1.2 Cardholder consents to and authorizes the Bank to share any and all information relevant to and/or required by Etisalat to
- Enroll the Cardholder into Smiles UAE and create a Smiles Membership for the mobile number provided wherever one does not already exist OR
 - Link an already existing Smiles Membership for the mobile number provided by the Cardholder to his/her CBD Smiles Credit Card
- 4.1.3 The information shared by the Bank may include but is not restricted to Cardholder's name, nationality, email address, gender and UAE Resident Identity Card details.
- 4.1.4 Enrollment into Smiles UAE is done primarily using the Cardholder's mobile number provided to the Bank:
- If the Cardholder's mobile number is already enrolled with Smiles UAE then the existing Smiles Membership mapped to that mobile number will be assigned by Etisalat to the Cardholder's CBD Smiles Credit Card. Any Smiles Points earned under the Card Program thereafter, will be credited to the existing Smiles Membership.
 - If the Cardholder's mobile number is not enrolled with Smiles UAE, then a new Smiles Membership will be created by Etisalat and mapped to the mobile number assigned to the Cardholder's CBD Smiles Credit Card. Any Smiles Points earned under the Card Program thereafter, will be credited to the new Smiles Membership.
- 4.1.5 It is the Cardholder's responsibility to provide the correct and complete mobile number to the Bank as Smiles Membership creation and / or assignment of existing Smiles Membership by Etisalat and the crediting of Smiles Points on Qualifying Transactions thereafter will be done on the basis of the mobile number provided. Failure to provide the correct and complete mobile number to the Bank may lead to a situation where applicable Smiles Points are not received by the Cardholder at all or are credited into a different Smiles Membership that may not belong to the Cardholder.
- 4.1.6 If the Cardholder changes his / her registered mobile number with the Bank, the Bank will share the updated mobile number with Etisalat to check if the updated mobile number is already enrolled in Smiles UAE or a new enrollment to be created by Smiles UAE. The provisions of Clause 4.1.4 will apply.
- 4.1.7 Cardholder to be aware that he / she cannot chose to inform the Bank to continue transferring the Smiles points to the former mobile number. Upon updating the mobile number with the Bank, thereafter all the accumulated points will be transferred to the Smiles Membership linked to the updated mobile number. The Bank will not transfer the Smiles points if any available in the Smiles Membership linked to the former mobile number to the Smiles Membership linked to the updated mobile number. If the Cardholder wishes to link both the Smiles Membership numbers or to transfer the Smiles points, he / she will need to contact the Etisalat contact center at 800101.
- 4.1.8 If the Cardholder is already enrolled in Smiles with a mobile number that is classified by Etisalat as a "Etisalat Consumer Number" and subsequently as part of the Card Program, provides a mobile number that is classified by Etisalat as an "Etisalat Enterprise Number" or as a "Non-Etisalat Number", two independent Smiles Memberships, shall exist for the Cardholder within Smiles UAE. Smiles Points earned on Qualifying Transactions will be credited to the latter Smiles Membership and cannot be combined with any accumulated Smiles Points in the already existing Smiles Membership.
- 4.1.9 If the Cardholder is already enrolled in Smiles with a mobile number that is classified by Etisalat as an "Etisalat Enterprise Number" or as a "Non-Etisalat Number" and subsequently as part of the Card

Program, provides a mobile number that is classified by Etisalat as a “Etisalat Consumer Number”, two independent Smiles Memberships, shall exist for the Cardholder within Smiles UAE. Smiles Points earned on Qualifying Transactions will be credited to the latter Smiles Membership and cannot be combined with any accumulated Smiles Points in the already existing Smiles Membership.

4.1.10 Responsibility to inform the Bank shall liaise with the Cardholder on situations where the Cardholders wishes to retain the same mobile number but wanting to change the service provider from Etisalat to non-Etisalat or vice-versa and on changing the ownership of the mobile number. Failing to update this information to the Bank by the Cardholder may lead to a situation where the accumulated Smiles points will continued to be transferred to same Smiles Membership which may or could have been cancelled or de-activated by Etisalat and leading to Smiles Points accumulated are not received by the Cardholder at all.

4.1.11 The Bank shall not take responsibility for any loss or dispute in Smiles points in situations where the Cardholder has failed to update the Bank when there is a change in service provider or change in ownership of the mobile number. Cardholder to promptly update the Bank by contacting our contact center on changing the service provider or ownership of the number to ensure the Bank shall update Etisalat and the provisions of Clause 4.1.4 to apply.

4.2 Earning of Smiles Points

Cardholder understands and unconditionally accepts the following:

4.2.1 Cardholder will earn Smiles points as per the earn rates provided in Table 1 on all Qualifying Transactions which have been posted as on the Posting Date on the Primary Cards and Supplementary Cards during a Calendar Month.

Table 1

Smiles Points – Type	Smiles Points – Earning Condition	Number of Smiles Points (CBD Smiles Signature Credit Card)	Number of Smiles Points (CBD Smiles Platinum Credit Card)
Welcome Bonus	Given only on the 1 st Year of onboarding and subject to payment of annual fee in full or payment of minimum payment due as per first monthly statement	50,000 points	10,000 points
Quarterly Bonus	Earned every calendar quarter if Cardholder meets the applicable spend target	15,000 points if spend target of AED 55,000 in the calendar quarter is met	7,500 points if spend target of AED 27,500 in the calendar quarter is met
Regular Smiles-Etisalat Spends	Earned on all Qualifying Transactions undertaken at Etisalat	10 points per AED 1 of spend that is capped to a maximum absolute value of AED 250	5 points per AED 1 of spend that is capped to a maximum absolute value of AED 100
Regular Smiles-Domestic Spends	Earned on all Qualifying Transactions undertaken in AED currency	2 points per AED 1 of spend	1.5 points per AED 1 of spend
Regular Smiles-International Spends	Earned on all Qualifying Transactions undertaken in non-AED currency	3 points per AED 1 equivalent of spend	2 points per AED 1 equivalent of spend

Other Smiles	Earned on all Qualifying Transactions undertaken in specific Merchant Categories listed in Table 2 below	0.5 points per AED 1 of spend	0.5 points per AED 1 of spend
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4.2.2 Merchant Categories for Other Smiles earning will be identified based on Merchant Category Codes ("MCC") listed below. MCC are classified by Visa International and may vary from time to time. The Bank has no control over MCC classification and will not entertain or be liable for any claims made by the Cardholder relating to incorrect classification or interpretation of MCC.

Table 2 - Merchant Categories (for Other Smiles earning)

Merchant Category Description	Merchant Category Code
Govt. & Utility Payments	4812, 4813, 4814, 4816, 4821, 4899, 4900, 9399
Education	8211, 8200, 8241, 8244, 8249, 8299, 8351
Supermarket	5411
Fuel	5541, 5542
Automobiles	5511, 5521, 5599, 5561, 5571, 5592, 5598, 5599
Rental	3351 to 3350, 4722, 7512, 8675
Insurance	5960, 6300
Quick Service Restaurants	5811, 5812, 5813, 5814

4.2.3 Qualifying Transactions include the following:

- Card Present transactions at Retail merchants e.g. transactions at point-of-sale (POS) terminals
- Card-not-Present transactions at Retail merchants e.g. e-commerce transactions
- Utility Bill Payment transactions at merchant websites or at merchant stores/shops/office through point of sale terminal (e.g. Etisalat, DU, DEWA, SEWA, ADDC etc. where payment is made directly on the respective websites)
- Reversal/Refund transaction initiated by the merchant against the original transaction. These transactions will offset the retail spends in the calendar month in which the refund or reversal transaction has been processed by the merchant in accordance to the category of spend and adjust the Cashback earnings for the same calendar month.

4.2.4 Non-Qualifying Transactions will include the following transactions:

- Utility Bill payments (e.g. Etisalat, DU, DEWA, SEWA, ADDC, RTA & other payments) made through the Bank's digital channels e.g. CBD Online Banking, CBD Mobile App
- Cash withdrawals (through ATM's, Banks, Exchange houses or through any withdrawal channels)
- Balance Transfers & Cash on Call facilities availed
- Insurance charges levied by the bank
- Fees & Charges levied by the bank
- Any adjustment entries (if any) levied on the card by the bank or any other transactions determined by the Bank from time to time

4.2.5 Qualifying Transactions undertaken prior to Enrollment Date will not be eligible for Smiles.

4.2.6 At the start of the Calendar Month, the Cardholder must be in good standing with the Bank across his entire banking relationship including any accounts, deposits, loan, overdraft or card facilities, failing which the Cardholder will not be eligible for earning Smiles Points in that Calendar Month.

4.2.7 Smiles Points earning in a Calendar Month will be capped to the credit limit assigned to the Card. Any spends from Qualifying Transactions which are spent beyond the assigned credit limit within the same Calendar Month will not qualify to earn Smiles points.

- 4.2.8 In the event a Qualifying Transaction is reversed or voided at a later date, these transactions will offset the retail spends in the calendar month in which the reversal has been processed by the merchant in accordance to the category of spend and the equivalent Smiles Points earned on the reversal or refund transaction will be reversed and the value of reversed or voided transaction will be deducted from the cumulative spends for determining the eligibility to reward the quarterly bonus.
- 4.2.9 Each Cardmember shall only be entitled to earn the Points provided: (i) the Account and the Smiles points Program Account is active and not closed; (ii) the Card is not blocked or cancelled in accordance with the Credit Card Terms and Conditions; and (iii) the Card is not expired or over its specified limit in accordance with the Credit Card Terms and Conditions (iv) the Card should be in good standing as stipulated by the Bank and will be at the discretion of the Bank

4.3 Transfer of Smiles Points

Cardholder understands and unconditionally accepts the following:

- 4.3.1 Smiles Points earned by the Cardholder during the Calendar Month will be transferred by the Bank to Etisalat in the beginning of the following Calendar Month. The Bank shall inform Etisalat to credit the transferred Smiles Points into the Smiles Membership linked to the latest mobile number provided or updated by the Cardholder to the Bank. The credit of Smiles Points so transferred, to the Cardholder's Smiles Membership will be at the sole discretion of Etisalat and will be governed by Smiles UAE Terms and Conditions as published on <https://smiles.etisalat.ae>

5. Redemption, Forfeiture and Expiry of Smiles Points

Cardholder understands and unconditionally accepts the following:

- 5.1.1 Smiles Points earned by Cardholder on Qualifying Transactions and credited to the respective Smiles Membership linked to the mobile number provided or latest updated by the Cardholder will be available for redemption only via the Smiles mobile application.
- 5.1.2 The Cardholder has to mandatorily download the Smiles mobile application from the Apple store or Google Play store and follow the steps guided by Smiles UAE to successfully login to see and redeem the Smiles points. In the event that redemption via the Smiles mobile application fails the Cardholder can contact the Etisalat Contact Centre at 800101.
- 5.1.3 Redemption of Smiles Points for payment for Etisalat services, merchant discounts, merchant offers and experiences, other deals and benefits as available on the Smiles mobile application, is governed by Smiles UAE Terms and Conditions as published on <https://smiles.etisalat.ae>
- 5.1.4 The Bank has no control over number and type of merchants, the Smiles redemption rate at different merchants, the quality of merchant discounts, offers, experiences or deals offered on the Smiles mobile application or on any other part of the Redemption process and will not entertain or be liable for any claims relating to said Redemption.
- 5.1.5 Forfeiture and Expiry of Smiles Points are governed by Smiles UAE Terms and Conditions as published on <https://smiles.etisalat.ae>. The Bank has no control over the Forfeiture and Expiry of Smiles Points and will not entertain or be liable for any claims relating to said Forfeiture and / or Expiry

6. General

Cardholder understands and unconditionally accepts the following:

- 6.1. The Bank reserves the right to cancel, suspend or change these T&Cs at any time, without giving any intimation to the Cardholder.

- 6.2 Any variation, alteration, modification, and/or amendment to these T&Cs shall be published on the Bank's website – www.cbd.ae - and shall supersede the earlier terms and conditions communicated to the Cardholder.
- 6.2 Fraud and/or abuse relating to earning of Smiles through the Card Program may result in forfeiture of Smiles Points earned as well as termination and cancellation of the Card.
- 6.3. The Bank would be deemed to have acted in good faith in response to any oral or electronic instruction or inquiry by the Cardholder in respect of any matter in relation to this Card Program. The Cardholder shall not be entitled to claim or allege any loss, damage, liability, expense attributable, directly or indirectly, to any such good faith action of the Bank and the Cardholder shall indemnify and hold the Bank harmless in respect thereof.
