

Terms and Conditions CBD AI Islami Credit Card

1. DEFINITIONS

'AED' means Arab Emirate Dirham the legal currency of the United Arab Emirates (UAE).

'Amount Due' Under Murabaha means the amount due under the Murabaha Finance profit for which is to be paid in monthly instalments and the cost shall be paid upon maturity.

'Application' means the CBD AI Islami Credit Card Application Form, whether physical or digital, to which these Terms and Conditions are attached

'ATM' means an automated teller machine or any other 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 the Card for disbursement of cash and offer services.

'Bank' means Commercial Bank of Dubai AI Islami, which is the issuer of the Credit Card to the Customer.

'Billing Currency' means the AED currency in which the Card is issued.

'Billing Cycle' means the time period between the dates of issuing two consecutive Statements of Account.

'Card Account' means CBD AI Islami Credit Card Account opened by the Bank and linked to the Special Savings Account and allowing the Cardholder to utilize the funds from the Special Savings Account using a Card and record all credits and debits received or incurred by the Cardholder, if any, under these terms and conditions and includes, without limitation, all debts incurred resulting from any Card Transaction and/or dues arising out of or in connection with any Credit Card Transaction or otherwise.

'Bonus' means a discretionary bonus amount in AED paid by the Bank to the Customer as provided on the Statement.

'CBD AI Islami Covered Card' means the card issued by the Bank (Commercial Bank of Dubai – AI Islami) to the Customer or to any Supplementary Cardholder from time to time in the Card Currency, and includes, as appropriate, Supplementary, renewed or replacement Card.

'Card Currency' means AED.

'Card or Credit Card or CBD AI Islami Credit Card' means the card issued to the Customer to utilize the balance available in his Special Savings Account or Card Account.

'Cardholder or Customer' means the individual on whose name the primary Card Account is opened pursuant to the Murabaha Finance.

'Card Limit' means the amount available in the Card Account for the Primary Card and Supplementary Card which for the avoidance of doubt shall be equal to the Murabaha Finance Amount availed by the Customer.

'Card Number' means the sixteen (16) digit number appearing on the face of a Card.

'Card Transaction' means any transaction (including, without limitation, the payment for goods/services, cash withdrawal) carried out by the Customer or the Supplementary Cardholder using the Card, the PIN or the Card number.

'Cash Advance' means the cash withdrawn or obtained by the use of the Card and/or the Card number and authorized by the Cardholder from the Bank or any other bank or financial institutions or ATM displaying the Diners Club/Pulse scheme 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, bail bonds, Quasi Cash as defined by, VISA and MasterCard).

'Cash Advance Fee' means the Fee charged by the Bank to the Card Account each time a Cardholder obtains a Cash Advance.

'Cooling Period' means a period of five (5) days starting from the date of signing the Application shall be made available for the Customer to decide for accepting and activate the Card for use and thereby abiding to this general Credit Card Terms and Conditions or decide not to accept the Card and thereby to contact the Bank and place the request to cancel the Card permanently.

'Credit Limit' means the maximum line of credit permitted by the Bank for the Card Account for the Primary Card and Supplementary Card and, notified to the Primary Cardholder from time to time

'Customer or Consumer' means the applicant who have applied for the Card or the Principal Cardholder.

'Current Balance' means the available credit balance in AED in the Special Savings Account of the Customer.

'Device' means and not limited to smartphone, tablet or smart watch or any other device which is compatible for use of the Mobile Wallet Application which CBD determines is eligible for the registration and use of CBD Cards.

'Donation Amount' means the amount charged to a Card Account when the required Minimum Amount Due is not received by the Payment Due Date.

'E-Statements/Email Statements' means the monthly Statements will be available for review Online by the Customer at Internet Banking and/or Mobile Banking Platform. It is Customer's responsibility to have online access to their CBD Account(s) wherein monthly statement can be reviewed. The Bank shall generate statement of account for the Customer at monthly intervals or at such intervals as the Bank may decide in its discretion. The Customer agrees that any information transmitted through the internet can be intercepted, lost, arrive late or be virus infected. The Customer must review each statement of account and inform the Bank immediately of any discrepancy within 15 days of the statement date, failing which the statement of account shall be deemed to be correct and accepted by the Customer. The statements of account maintained by the Bank as to the status of the Customer's accounts shall, in the absence of manifest error, be conclusive and binding on the Customer. The Bank shall be entitled to rectify any error in any statement of account occurring by mistake without any reference to the Customer. It is the Customer's responsibility to provide the Bank at all times with an up-to-date email address, Mobile Number and to notify the Bank of any change of email address and /or Mobile Number. The Customer agrees that emails when sent by the Bank to the Customer and any attachments are confidential to the Customer and the Customer shall delete any email message sent in error by the Bank or addressed to a recipient other than the Customer. By subscribing to the Online web based Statement service the Customer agrees and understands that it shall not be receiving hard copy statement(s) for any and all its accounts with the Bank. The Customer shall keep banking correspondence secure for future reference.

'Fee(s) or Finance Charges' means the various types of fixed or variable Fees as mentioned in the Schedule of Charges and charged to Card Account for using the specific services offered in the Card or charged in event of delay in payment by the Payment Due Date.

'Fees for International Transaction' means a fee charged for transactions done in AED or foreign currencies at merchant establishments (including physical and e-commerce merchants) that are domiciled outside the U.A.E.; this fee is charged in addition to the standard processing Charges levied by Visa International.

'Guarantee' means a guarantee (if any) from a bank acceptable to, in favour of, in a form acceptable to, and for an amount as specified by the Bank as security for the performance of Customer's obligations with respect to their Card Account.

'Grace Period' means the time period between the "Statement Date" and the "Payment Due Date" during which the Bank may at its discretion offer Bonus on certain Retail Purchase transactions when the transaction amount is paid in full by the Payment Due Date.

'Key Fact Statement' means the disclosure document summarizing all the important information's of the Card and shall include Fees, Fees for International Transaction, Murabaha Profit Rate, Cooling Period and general terms applicable on the Card which needs to be abide by the Cardholder.

'Loyalty Program' means the reward program sponsored by the Bank to offer rewards in a specific currency value as defined by the Bank on select Retail Purchases and enable the rewards offered to exchange for goods or services or equivalent AED value as a credit to the Card Account.

'Loyalty Program Account' means a non-financial account which is created by the Bank for every Cardholder to receive and store certain incentives in form of points or cashback and eventually to redeem for a AED value defined by the Bank and credit the equivalent AED value in the Card Account.

'Merchant' means any person, corporate entity, partnership, government entity, or other establishment, which accepts the Credit Card or the Card number as a method of payment for the goods, services, and benefits offered

by it.

'Minimum Amount Due' means the amount specified in the Statement of the Account as the amount which the Customer is required to pay on or before the Payment Due Date in order to keep the Card active.

'Murabaha Finance' means the finance provided to the customer pursuant to the Murabaha transaction on DMCC at a rate of profit as agreed between the Bank and the Customer. The Customer is required to pay the amounts under Murabaha Finance on a monthly basis as provided in the Statement of Account.

'Mobile Wallet Application' means the mobile payment and digital wallet service created by the third party Wallet Providers which includes Apple, Google and Samsung that enables the users to make payments using certain Devices and Cards registered on such Devices.

'New Balance' means Card Transactions which was posted in the Card Account between the Statement Period as mentioned in the Statement of Account and shall be comprised in the Total Amount Due which shall be due for payment by the Payment Due Date

'Passcode' means the secret code that is required to unlock a Device, including a password, passcode, pattern, biometric identifier or facial recognition (where applicable).

'Payment Due Date' means the date specified in a Statement of Account by which the payment of Total Amount Due or at least the Minimum Amount Due is to be received by the Bank and posted to the Card Account to keep the Card Account in good standing.

'Personal Identification Number ("PIN")' means, in relation to the Card, the PIN issued by the Bank to enable the Customer to use the Card for a Credit Transaction at an ATM.

'Participating Bank' includes any Bank or any other entity which honours VISA Card Transaction.

'Posting Date' means the date specified in a Statement of Account when a Card Transaction is received by the Bank and posted to the Card Account.

'Previous Balance' means the Total Amount Due which was due for payment and carried from the previous "Billing Cycle" and may comprise of Card Transactions.

'Principal Cardholder' means the applicant on whose name the Card Account is opened pursuant to the Murabaha Finance and maintained. Under this Agreement, the "Principal Cardholder" or the Supplementary Cardholder nominated by the Principle Cardholder is liable to pay to the "Bank" the Total Outstanding Balance which shall also include the transactions executed by the Supplementary Cardholder.

'Profit and Bonus on Special Saving Account' means the profit and Bonus in AED paid to the Customer on their special saving account.

'Replacement Card' means a new Card issued to an existing Cardholder to replace an existing Card.

'Retail Purchase' means any purchase of goods, services, receipt of benefits, or reservations made against the "Card"

'Scheduled of Charges' means the specific charge (in full days) assigned to usage of the Card, services offered in the Card, for payment of Minimum Amount Due by the Payment Due Date, for partial or delay in payment of Minimum Amount Due by the Payment Due Date as mentioned in the Bank's tariff and published in Bank's website and branches.

'Security' means security for the performance of the Cardholder's obligation(s), in the form of a deposit, Guarantee or any another negotiable instrument that is acceptable to the Bank.

'Statement Date' means the date specified in a Statement of Account on which the Statement of Account is generated or printed and issued to the Principal Cardholder.

'Special Savings Account' means the special savings account opened by the Bank on the basis of restricted wakala in Customer's name for the purpose of depositing any proceeds from the Murabaha Finance provided to the Customer and to subsequently record all credit and /or debit transactions carried out by the Customer and the Supplementary Cardholder, if any, under these terms and conditions. The account is expected to generate an expected profit, any profit beyond the expected profit shall be for the Bank.

'Statement of Account' means the monthly or periodic statement summarizing all Card Transactions effected in

the Card Account and mentioning the Total Amount Due to be paid by the Payment Due Date to avoid any Fees and charges. Statement of Account is generated or printed and sent to Customer's registered contact details either electronically or in printed form.

'Statement Period' means the time period between the dates of issuance of two (2) consecutive Statement Dates.

'Supplementary Cardholder' means the person nominated by the Customer to use the Card Account and in whose name the Bank issued a Supplementary Card.

'Total Amount Due' means the total amount to be paid by the Customer to the Bank by the Payment Due Date to avoid any Fee(s) and/or charges being levied in the Card Account. Total Amount Due is comprised of any Previous Balance and New Balance.

'Total Outstanding Balance' means that total outstanding amount which is due for payment in the Card Account as of the current date and shall include all amount utilized by the Cardholder from the Special Savings Account.

'Transaction Date' means the date specified in a Statement of Account on which a Card Transaction took place.

'Wallet Providers' means the third party companies which includes Apple Computer Inc. Google Inc. and Samsung Electronics who develop and provide the mobile payment services on their Mobile wallet Application.

'Value Added Tax (VAT)' means any value added tax or similar tax payable to any authority in respect of transactions and includes, but without limitation, any other form of taxation that maybe applicable to this Agreement.

The clause headings are included for convenience only and shall not affect the interpretation of these terms and conditions.

All dates and periods shall be determined by reference to the Gregorian calendar.

If any provision in a definition in these terms and conditions is a substantive provision conferring rights or imposing obligations then, notwithstanding that is only, in the definition clause of these terms and conditions, effect shall be to it as if it were a substantive provision in the body of these terms and conditions.

2. THE CARD

2.1. The Card is Bank's property and the Customer must return it immediately upon request.

2.2. The Customer may collect the Card, or the Bank will, if so requested, deliver it to the Customer by courier at Customer's risk. The signature of an individual at Customer's address is sufficient proof of delivery and shall constitute receipt of the Card.

2.3. Upon receipt of the Card, the Customer shall sign it immediately and take all reasonable steps to keep the Card safe at all times.

2.4. The Customer must not let anyone else to use the Card. The PIN is secret and must not be disclosed to anyone, or let anyone else know or use the PIN. Supplementary Cardholders shall take the steps outlined above in relation to any Card issued on their behalf.

2.5. The Bank may issue a PIN to the Cardholder for use at an ATM/Point of Sale (PoS) terminal. The Cardholder agrees that:

- a) The PIN may be sent to him/her by courier at his/her own risk.
- b) The Cardholder shall not disclose the PIN to any person and shall take all possible care to prevent discovery of the PIN by any person.
- c) The Cardholder shall be fully liable to the Bank for all Card Transactions made with the PIN whether with or without the knowledge of the Cardholder.
- d) The PIN shall be memorized and the Cardholder shall destroy the PIN mailer immediately in order to avoid any misuse. 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.
- e) The Cardholder shall use reasonable precautions to prevent the loss or theft of the Card and shall prevent the discovery of the PIN by any person (including but not limited to family, relatives, and/or employers) and

shall not disclose the PIN to any person.

2.6. The Customer shall keep banking correspondence secure for future reference and verify the accuracy of any account/ transaction statements sent to them. To protect Customer's information, each Customer shall inform at the earliest any change to the information and identification provided to the Bank who will treat such information in accordance with its standards in order to avoid any misuse or leak of information. The Statement will include all relevant information related to transactions made by the Customer during the last Statement Period including but not limited to the Outstanding Balance. The issuance of each statement will not be charged with any issuance fee unless that the Customer requests to issue a new copy (becoming applicable the fees available in CBDwebsite).

2.7. As a pre-condition for approving any Application or subsequent to the issuing of a Card, the Bank may, at its absolute discretion, require the applicant to issue a cheque and /or pledge and /or assign a cash deposit and/ or a Guarantee in favour of the Bank for any amount determined by the Bank as Security. The Bank shall maintain the Security as long as the Card is valid and there is any outstanding balance under the CardAccount.2.7

3. ISSUANCE OF CARD

3.1. Murabaha Finance

- a) Upon Issuance of Card, the Bank provides Customer Murabaha Finance in an amount equal to the Card Limit'.
- b) The Murabaha Finance is for the period coinciding with the expiry of the Card;
- c) Murabaha Finance shall be at a profit rate equal to the rate disclosed to the Customer through the application form
- d) The total Murabaha sale price includes the cost price (which is equal to Card Limit) multiplied by the profit rate and the number of days in the Murabaha Finance period (Murabaha Sale Price).
- e) Profit portion of the Murabaha Sale Price shall be payable monthly as per the Statement of Account.

3.2. Special Savings Account or Card Account.

- a) The proceeds of the Murabaha Finance will be deposited in the Special Savings Account or Card Account which is expected to generate profit at expected rate equal to the rate provided in the applicationform;
- b) Profit will be payable based on the available balance in the Card Account;
- c) Bank may at its discretion provide the Customer with a Bonus along with the profit as per the Statement of Accounts.

4. USE OF THE CARD

4.1. The Customer may only use the Card for Card Transactions within the Credit Limit and until the expiry date embossed on its face.

4.2. The Credit Limit is the available balance in the Card Account and the Customer will be notified of it. Such Credit Limit cannot be exceeded.

4.3. Any Card Transaction originated in a currency other than your Card currency will be converted to your Card currency at spot rate of exchange on the date of conversion as determined by the Bank. Such transaction will also be subject to a currency conversion fee as determined by the Bank and mentioned in schedule of services and tariffs.

4.4. The Customer must not use the Card for any unlawful purpose, including the purchase of goods and services, prohibited by Islamic Shari'a or any applicable laws wherever the Card is issued.

4.5. The Customer must not use the Card to commit any act, which is against the Islamic Shari'a principles.

4.6. Notwithstanding the availability of balance in the Card Account, the Bank shall be entitled to, at any time, with notice, and without liability, withdraw and / or restrict the rights to use the Card or to refuse to authorize any Card Transactions.

5. CASH WITHDRAWAL USING THE CARD

5.1. The Customer may obtain cash using the Card, in such amount as may be determined by the Bank from time to time, by the following means:

5.2. By presenting the Card at any Commercial Bank of Dubai- Al Islami branch or any branch of a member institution of VISA and Mastercard International which offers such facilities, together with internationally recognized evidence of identity, and by signing the appropriate Card Transaction record; or (b) By using the Card at any Commercial Bank of Dubai- Islami ATM or of any other Participating Bank, in which case the amount of each

withdrawal will be further subject to applicable daily withdrawal limit of the ATM used.

5.3. The Cardholder will need to use the PIN in conjunction with the Card when effecting a Card Transaction at an ATM. A Card Transaction recorded as effected in conjunction with a PIN shall be conclusively a binding obligation from the Customer to be repaid.

5.4. Any transfer of fund from the Card to Commercial Bank of Dubai- Islami transaction account (current account, saving account, investment account) will be treated as a cash withdrawal and will incur fixed transaction fee and charges.

5.5. The Customer shall pay fixed transaction fee for each cash withdrawal using the Card. The Bank may, from time to time and with due notice; vary the amount of the transaction fee.

6. FEES AND CHARGES

6.1. The Bank shall debit the Cardholder's account with the Fees & charges. Such charges shall be as per the Bank's Schedule of Charges for the various services and is available on the Bank's website www.cbdislami.ae.

6.2. The Bank also reserves the right to make any changes to the fees and charges for the service at any time and shall communicate such changes to Cardholder in advance by providing a sixty (60) days written notification.

6.3. The Cardholder authorizes the Bank to debit the Card Account with applicable Fees and charges for the service of the previous month on any day of the subsequent month as determined by the Bank at its own discretion.

6.4. In case the customer does not pay the applicable Fees and charges as mentioned in the Statement of Account, the Bank will be entitled to cancel the Card without referring to the Cardholder.

7. PAYMENT

7.1. The Customer shall, at our request, pay to the Bank a handling fee for the issuance of a replacement Card. Details of all fees and charges referred to in this clause are available in the Schedule of Charges, which may be amended from time to time.

7.2. The Bank shall debit the Card Account with the amount of all Card Transactions, Outstanding Balance, all charges and Fees payable under these terms and conditions and any other liabilities arising out of or in connection with the use/misuse of the Card.

7.3. The Customer and any Supplementary Cardholder will be jointly and severally liable to pay all amount debited to the Card Account.

7.4. The Bank shall send and/or make available to the Customer online a Statement of Accounts for the Card Account. Non receipt of the Statement of Account and / or Customer's inability to view the Statement of Account online shall not be construed to give you an excuse for non-payment of the amounts due to the Bank (except in case that the limitation is attributable to the Bank).

7.5. The Customer agrees to pay the Total Amount Due appearing in the Statement of Account not later than the Payment Due Date.

7.6. The Customer may choose not to settle the Total Amount Due in full by the Payment Due Date, in which case the Minimum Amount Dye shall be paid on or before the Payment Due Date.

7.7. If the Customer does not settle the Total Amount Due by the Payment Due Date and it remains unsettled at the date of issue of the next Statement of Account, the unpaid amount will be added to the next Statement of Account's Minimum Payment, which shall become immediately due and payable.

7.8. Card Transactions that exceed the available Credit Limit in the Card Account are not permitted without prior approval from the Bank.

7.9. The Customer shall immediately upon demand by the Bank, pay the full amount by which the Credit Limit of Card Account has exceeded and the Minimum Amount then due. If the Cardholder fails to make such payment in full, the Bank may cancel the Card immediately without prior notice and the whole Outstanding Balance on the Card Account shall become immediately due and payable.

7.10. Any arrears and any Card Transaction made in breach of these terms and conditions shall become immediately payable by the Customer.

7.11. All payments received on the Credit Card may be applied in order of priority determined by CBD at its sole discretion. In general the order of priority of transactions is as below

- a) Fees & charges
- b) Monthly instalments for instalment based plans
- c) Cash Advances
- d) Retail Purchase

7.12. The Customer shall make payments in the Card Currency. If a payment is made in any other currency, the Customer shall pay all exchange, commission and other charges or losses the Bank may incur in converting such payments to the Card Currency. Such conversion shall be effected at the prevailing bank rate on the date of exchange, which the Bank may conclusively determine at the date of entry into the Card Account. Any payment made in the Card Currency will be credited to the Card Account only on the date on which the required funds have been received for value in our books. Whenever a payment is received in any other currency, such a payment shall be credited after the date when the relevant funds have been received for value by us in Dubai and credited to the Card Account.

7.13. If the Customer contends a Card Transaction and it is subsequently proven to have been originated by the Customer, the Bank will charge back the original amount of the Card Transaction when it took place.

7.14. If the Customer returns the goods/services purchased through the card, the Bank shall charge to the Customer its actual cost incurred due to such return.

7.15. The Customer agrees that if any sum shall become due at any time under the Card Account and/or under the Murabaha Finance, or if the Customer is in default under the provisions of such accounts or any other banking facilities granted by the Bank, the whole Outstanding Balance on your account and/or the Murabaha finance shall become immediately due and payable.

7.16. Any cheque deposit shall be acceptable for collection and proceeds shall not be available until the cheque has been cleared and the proceeds paid to the Bank by the paying bank. Any cash deposit may only be regarded as having been received by the Bank upon receiving or crediting the same to the Card Account. Any fees and charges related to cash deposits or cheque collection/clearing shall be borne by the Customer.

7.17. The Bank may at any time demand that the Customer deposits an undated cheque and/or pledge cash collateral for a specified amount not exceeding the Card Limit, even if such a cheque or cash collateral were not demanded when the Card was issued. If we make such a demand, the Customer shall be treated as having authorized the Bank to insert the date on the cheque and present it for payment on the inserted date against any amount due. In case that deposited cheque exceeds the outstanding amount and it is cashed, the surplus amount will be refunded to the Customer.

7.18. If the Customer chooses to settle by way of direct debit, the percentage of the Total Amount Due specified by the Customer when applying for the Card will be debited from Customer's account on or immediately after the Payment Due Date. Where a sufficient balance is not maintained, the Bank may cancel the Card.

7.19. The Customer may choose to effect payment from their account with the Bank via call centre.

7.20. The Customer may not transfer funds from one Card Account to another in settlement of the debit balance of one Card Account, except with Bank's prior approval.

7.21. The Bank will credit the Card Account with the amount of any refund on receipt of a properly issued credit voucher from a member establishment.

7.22. The Bank will not be responsible to present the purchase invoices signed by the Customer in support of the Statement of Account. The Statement of Account, or made available online, showing the details of the Credit Transactions shall be sufficient proof of Customer's obligations to pay the Outstanding Balance.

8. UAE DIRECT DEBIT SYSTEM - CREDIT CARDS

8.1. By selecting the mode of payment under UAE Direct Debit System ("UAEDDS"), the Cardholder agrees:

- a) To be bound by and comply with the Rules of the UAE Direct Debit System ("DDS Rules"), all UAEDDS documents, forms and related Terms & Conditions;
- b) To inform CBD in case of change to the details mentioned in the UAEDDS Forms and/or the Card Application Form;
- c) To pay any fees or charges in connection with UAEDDS; and
- d) Not to initiate account closure request until such time each the Direct Debit Authority ("DDA") is cancelled or CBD provides the clearance of all outstanding amounts, including CBD's fees and charges, in respect of

the Card Account(s) where mode of payment is by way of DDA.

8.2. The Cardholder agrees that the Bank has full right to monitor and review the payments made through UAEDDS and can terminate/cancel/withdraw the payment services under UAEDDS at its sole discretion as and when seen necessary without any notice to the Cardholder.

8.3. The Cardholder also agrees that the payments are made through UAEDDS are variable and will be for outstanding amounts, including CBD's fees and charges, in respect of the Card Account(s).

8.4. The Cardholder is aware that any claim of refunds will only be made in accordance with the DDS Rules and that any claim can only be made within the relevant mandated turnaround time after the receipt of the account from the paying bank indicating that the relevant payment has been made.

8.5. The Cardholder understands that in case of any dispute, it has the right to raise a complaint to the UAE Central Bank, which will implement the Dispute Resolution process, as deemed necessary.

8.6. The Cardholder agrees that in the event of change in signatories, CBD can proceed with newly signed DDA Form signed by the new signatories without obtaining a signed cancellation from existing signatories.

8.7. The Cardholder acknowledges that the UAE Central Bank shall have no direct or indirect facility towards the Cardholder with respect to the operation of the UAEDDS.

8.8. The UAE Central Bank, CBD, the Sponsoring Bank (as defined in the DDS Rules) and the UAEDDS shall have no responsibility or role in any disputes arising between the Cardholder and the Originator (as defined in the DDS Rules).

9. FINANCE CHARGES

9.1. Non-Payment: if the Customer fails to pay any sum which it is obliged to pay under Murabaha Finance or to make any other payment to the Card Account required to be made by it hereunder (in each case) at the time, and in the manner specified herein unless: (i) its failure to pay is caused by administrative or technical error; and (ii) payment is made within two (2) Business Days of its due date and is not paying the due payment considered a procrastinator until / we proves otherwise.

9.2. Donation Amount

If the Customer fails to pay any amounts payable under the Murabaha Finance or to the Card Account as per the terms herein the Customer irrevocably undertakes to make donation to a charity designated by the Bank and such payment shall be calculated at the rate specified in Schedule of Charges on the past due amount (the "Donation Amount"). Donation Amounts received shall be routed to the designated charity by the Bank under the supervision of the Internal Sharia Supervision Committee (ISSC) after deducting the actual cost incurred for debt collection. The commitment to donate is subject to the Bank requesting the customer to settle the due payment. The Customer for the purpose of this clause 7.2 shall be considered as procrastinating debtor if it does not make the payment on each relevant due date.

Warning: By choosing to pay only the Minimum Payment Due, will lead you to pay for a longer period until you replenish the balance utilized from Special Savings Account. .

9.3. The Customer acknowledges that not paying the Minimum Amount Due, the Bank may at its discretion consider the Customer on default. After three (3) months without paying the Minimum Amount Due, the Customer's Card Account will be closed and all amounts due under the Murabaha Finance will become immediately payable. Defaulting customer may be subject to legal actions to obtain the repayment of the outstanding balance in addition to all actual costs incurred by the Bank.

9.4. The Customer acknowledges and agrees that, in the event of default, the Customer has no objection and authorizes field agents of CBD visiting his/her place of employment and/or place of residence in their attempts to establish contact. The Customer hereby waive the right to objection in this matter, and further affirms that he/she will cooperate with the CBD authorized field agents in their efforts to bring his/her account out of default.

9.5. The Minimum Amount Due will be: a) the equivalent to five percent (5%) of Total Outstanding Balance excluding any instalment based plan and monthly instalment amount of the instalment based plans, any balances which shall exceed the Credit Limit ; or b) AED one hundred (100); whichever is higher as provided on the Statement of Account.

10. VARIATION OF TERMS

10.1. The Bank may, from time to time and at its sole and absolute discretion, vary, change, amend, modify, and/or alter these Terms and Conditions, Schedule of Fees and Charges and/or methodology to calculate the Fees and Charges which shall immediately become binding on the Cardholder. Such variation, amendment, modification and/or alteration shall be notified to the Cardholder by the Bank sixty (60) days prior to entering into effect, either in writing or by publication thereof or by such means as the Bank may determine fit.

10.2. Retention or use of the Card after the effective date of any change of these Terms and Conditions shall be deemed to constitute acceptance of such changes without reservations by the Cardholder. 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.

11. AUTO DEBIT

11.1. The Cardholder may make payments to the Bank through the auto debit facility by requesting the same through the Application. The Cardholder may either opt for a full payment or a minimum payment, as the case may be.

11.2. In case of auto debit facility, the Bank will debit the payment due, including expenditures incurred on the Supplementary Card(s) on the Payment Due Date automatically from the Cardholder's saving and/or current accounts as advised by the Cardholder in the Application (together the "Settlement Accounts").

11.3. The Cardholder is responsible for maintaining sufficient funds in the Settlement Accounts to cover the amount due. If, in the opinion of the Bank, there are not sufficient funds in the Settlement Accounts, the Bank is not obliged to advise the Cardholder and may levy a charge for each payment not effected due to insufficient funds in the Settlement Accounts which will be charged to the Card Account.

11.4. The Cardholder agrees that the Bank has the right to debit any other account of the Cardholder held with the Bank to settle any outstanding balance under the Card Account.

11.5. The Bank will attempt to debit the settlement accounts with the available balance towards the agreed auto debit amount. This attempt to recover the agreed auto debit amount will continue from the payment due date till the day after the following Statement Date. In case the recovered amount is less than the minimum due amount on this date, the Bank will continue to attempt recovery of auto debit amount, however will stop recovery when a minimum due for the previous cycle (past due) is satisfied. Recovery will be done after considering all payments made from any other source and posted in the Bank's Credit Card systems.

12. SUPPLEMENTARY CARDHOLDER

12.1. Supplementary Card may be issued by the Bank to an individual nominated by the Customer who is over 18 years of age, and approved by the Bank. This shall be subject to the Supplementary Cardholder signing the relevant application form and the terms and conditions, as the Bank may deem necessary.

12.2. These terms and conditions shall also apply to the Supplementary Cardholder. Every Supplementary Cardholder shall be jointly and severally liable with you for all Card Transactions and charges generated by the use of the Primary Card as well as the Supplementary Card. the Bank may commence an action or proceedings against the Customer or the Supplementary Cardholder in connection with their obligations under these terms and conditions.

12.3. The validity of the Supplementary Cardholder is dependent on the validity of Primary Card. The termination of the Supplementary Card for whatsoever reason shall not terminate the Primary Card agreement.

12.4. Customer's and Supplementary Cardholder's undertakings, liabilities and obligations towards the Bank shall not be affected in any way by any dispute, counterclaim or right of set-off which the Customer and / or the Supplementary Cardholder may have against each other.

12.5. The Customer shall indemnify the Bank against any loss, damage, liability, costs, and expenses whether legal or otherwise incurred by the Bank by reason of any acts or omissions, legal disability or incapacity of the Supplementary Cardholder or any breach of these terms and conditions by the Supplementary Cardholder.

13. LOST OF CARD AND PIN

13.1. If the Card is lost or stolen or the PIN is disclosed to any person, the Cardholder shall immediately login to internet banking or mobile banking application to block the Card and also 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 forty eight (48) hours of receipt of notice. Until receipt of such written confirmation or the Card is blocked permanently, the Cardholder will be liable for all Card Transactions on the Card Account. The Cardholder also undertakes to take all necessary steps to assist the Bank in recovering the missing Card.

13.2. 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 authorized by the Cardholder or not.

13.3. The Bank may 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.

13.4. In the event that the lost or stolen Card is recovered, the Cardholder shall not use the PIN after reporting it as lost.

13.5. The Customer shall be, and remain, fully liable to pay the Bank any debit to the Card Account arising from any Card Transactions by any of whether with or without Customer's knowledge and irrespective of whether they were authorized by the Customer or not.

13.6. The Customer shall not use the PIN after notifying us of its disclosure to any person.

14. CANCELLATION OF CARD

14.1. Notwithstanding the payment provisions, all amounts outstanding on a Card Account(s) including that of all Supplementary Cards together with the amount incurred by the use of the Card but not yet charged to the Cardholder's Card Account shall be payable immediately in full upon the Cancellation of this Agreement.

14.2. The Primary Cardholder may at any time notify the Bank of his/her intention to close the Card Account and cancel the use of all Cards, by giving a notice in writing and returning all cards cut into half to the Bank. The Card Account shall be closed only after the receipt by the Bank of full payment of all the Charges and liabilities under the Card Account.

14.3. In the event of the Supplementary Cardholder(s) cancelling his/her Card, the Primary Cardholder shall continue to be liable to CBD for all the Charges and other liabilities in accordance with these Credit Card Terms & Conditions.

14.4. The Bank may at any time recall, withdraw, suspend and close all or any Card Account and cancel its/their use with or without giving prior notice to the Cardholder(s). The Cardholder(s) shall immediately after such recall, return such Card(s) cut in half to the Bank and make full payment of all Charges and liabilities to the Bank.

14.5. The Bank shall not be liable to refund the annual fee or any other applicable fee **or any part thereof of such fee** on the termination of the Card Account. The Customer will be liable to pay all profits due under the Murabaha Finance even if the card is terminated prior to the expiry date. However, if the card is cancelled or terminated by the Bank, except for a valid reason, the Bank shall refund the card issuance fee and annual fee to the Customer on a pro-rata basis.

14.6. In the event of death of a Cardholder, the estate of the Cardholder will be responsible for setting off the outstanding balances on the Card Account and shall keep the bank indemnified against all costs (including legal Fees and Charges) and expenses incurred in recovering such outstanding balances.

14.7. In the event that any security is held by the Bank as collateral for the issuance of the Card(s), the Bank reserves the right to retain such security for a period of at least forty five (45) days following the cancellation of the Card(s) whether cancelled by the Cardholder or the Bank. The Bank may retain such Security subsequent to cancellation of the card where the Cardholder is leaving the UAE or where the Card Account is taken over by another bank in UAE.

15. TERMINATION

15.1. The Cardholder may at any time notify the Bank of the intention to close the Card Account and terminate the use of all Cards issued to them and to any Supplementary Cardholder, by giving the Bank notice of forty five (45) days. The Card Account shall be closed only after the Cardholder has paid the Total Outstanding Balance as of the date of Card closure request and Total Outstanding Balance shall include all and transactions which are due for payment in the Card Account.

15.2. All amounts outstanding on a Card Account, together with the amount incurred by the use of the Card, but

not yet charged to the Card Account, shall be payable immediately in full upon termination of the use of the Card. Failure to pay the Total Outstanding Balance by the Payment Due Date shall result in the full repayment of the outstanding under the Murabaha Finance and associated actions as mentioned in section 28.

15.3. If a Supplementary Cardholder terminates the use of the Supplementary Card, the Principal Cardholder and the Supplementary Cardholder shall be and shall continue to be jointly and severally liable to the Bank for all amounts due under these Terms and Conditions, except that the Supplementary Cardholder whose Card has terminated shall not be liable for charges and other liabilities incurred by the Cardholder, and any other Supplementary Cardholder (if any) after the Bank's receipt of the terminated Supplementary Card cut in half.

15.4. The Bank may at any time with prior notice recall the Card and terminate or suspend Cardholder's right to use it and shall notify the Cardholder with the reason for such termination/suspension (when permitted by laws). The Cardholder shall immediately after such recall return to the Bank the Card and pay in full and amounts due on the Card Account.

15.5. The Bank may terminate the use of the Card without notice upon the Cardholder's death, bankruptcy or insolvency or in any situation that the Bank deems appropriate. The Cardholder and/or their estate shall be responsible for settling the outstanding amounts on the Card Account and Murabaha Finance, and shall pay the Bank all actual costs and expenses that it may incur in recovering such balances.

15.6. The Bank shall not be liable to refund any types of Fess or charges or any other applicable fee or any part of such fee on the termination of the Card Account.

15.7. Upon cancellation of the Card, any security held by the Bank shall be held for a period of a maximum of sixty (60) days.

15.8. The Customer may withdraw its consent to activate or request a Credit Card (Cooling-Off Period) within five (5) days from the date of signing the Card application form. To withdraw his/her consent, the Customer may contact CBD by any method available (telephone, online or visiting the Bank's branches).

15.9. The Bank has the right to refuse an application at its sole discretion ensuring that such refusal is based on objective reasons and without discrimination.

16. CARD EXPIRY

The Cardholder may only use the Card for transactions within the Credit Limit assigned to the Card Account and until the expiry date embossed on its face. Upon Expiry or at any time during the Term of the Card, Bank reserves the right to cancel/withdraw/deactivate the card without prior notice and shall notify the Cardholder on such actions. Under such a scenario, the Bank shall not be liable for any loss or damage howsoever incurred or suffered by the Cardholder or a merchant.

17. RENEWAL

17.1. The Card shall be valid for the period specified on the Card and can be used within that period only.

17.2. The Cardholder authorizes the Bank to renew the Card at the expiry date, and the renewal Fees will be debited annually to the Card Account.

17.3. The Bank will continue to renew the Card unless the Cardholder requests the Bank not to renew the Card by notifying the Bank in writing at least one (1) month before the expiry date of the Card.

17.4. Automatic renewal of the Card is subject to the satisfactory maintenance of the Card Account.

18. EXCLUSION OF LIABILITY

18.1. The Bank shall not be liable for any loss or damage howsoever incurred or suffered by the Customer by reason of the Bank or a Merchant or any bank or financial institution or any ATM or other party refusing to allow a Card Transaction, or accept the Card or the Card number or the PIN or to extend or provide a cash withdrawal up to the Limit or at all.

18.2. The Bank shall not be responsible for the refusal by any Merchant or member institution of VISA International to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Customer by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Card Transaction.

18.3. If there is dispute between the Customer and the Bank, a Merchant, a bank or financial Institution or any other person, Customer's liability shall not in any way be limited by such dispute or any counterclaim or right of

set-off which the Customer may have against the Bank, such Merchant, or other bank or financial institution or person.

18.4. The Bank shall not be liable for any dispute brought to our notice by the Customer after 15 (fifteen) days from the date of the relevant statement of account.

18.5. The Bank shall not be liable, by any way, to the Customer for any loss or damage of whatsoever nature, due to or arising from any disruption or failure or defect in any ATM or machine or terminal or communication system or facilities or data processing system or transmission link or any industrial or other dispute or any thing or cause, whether beyond Bank's control or otherwise.

18.6. The Bank shall not be liable to the Customer in the following circumstances:

- a) Exercise by the Bank of its rights to terminate any Card or Card Account pursuant to clause 13.4.
- b) Any injury to Customer's credit character and reputation due to repossession of the Card by the Bank, any request for its return or refusal by any person to honour or accept the Card; and

19. COLLECTING AND USING INFORMATION

Personal Information the Bank Collects Online.

Personal Information means personally identifiable information such as information the Customer provides via forms, surveys, applications or other online fields including name, postal or email addresses, telephone, fax or mobile numbers, or account numbers.

How the Bank Uses Personal Information.

The Customer hereby consents that the Bank may use Personal Information:

- to respond to the Customer's inquiries and fulfil his/her requests; or to send E-advice;
- to send the Customer important information regarding the CBD Site, changes to terms, conditions, and policies and/or other administrative information;
- to send the Customer marketing communications that the Bank believe may be of interest to him;
- to personalize the Customer's experience on the CBD Site by presenting content, ads or offers tailored to him;
- to allow the Customer to apply for products or services and evaluate his/her eligibility for such products or services;
- to verify the Customer's identity and/or location in order to allow access to his/her accounts, conduct online transactions and to maintain measures aimed at preventing fraud and protecting the security of account and Personal Information;
- to allow the Customer to participate in surveys, sweepstakes, contests and similar promotions and to administer these activities. Some of these activities have additional rules, which may contain additional information about how Personal Information is used and shared;
- to allow the Customer to use any CBD Site financial planning tools. Please note that some planning tools require that he provides Personal Information to, whereas others do not. Information that he enters into one of these planning tools may be stored for future access and use. The Customer has the option not to save the information;
- to consolidate the Customer's financial account information at one online location; understand what product or service may be of interest to him; and present him with offers;
- to collect through the Bank's social media pages and interactions with the Customer to assist in verifying his/her identity and account status. The Bank may combine this information with information it already has;
- to enhance the CBD Site, identifying usage trends and determining the effectiveness of promotional campaigns;
- for risk control, for fraud detection and prevention, to comply with laws and regulations, and to comply with other legal process and law enforcement requirements.

Other Information the Bank Collect Online.

Other Information is any information other than Personal Information that does not reveal the Customer's specific identity or does not directly relate to an individual, such as browser information, information collected through cookies, pixel tags and other technologies, demographic information, other information provided by him such as his/her date of birth or household income, and aggregated and de-identified data. The Customer can be located automatically when using CBD Mobile Applications if he activated the location services on his/her smartphone. It is clarified that CBD performs conservation of historical location data for different reasons including but not limited to marketing purposes. It is reminded that CBD will not be held responsible for any use that is made of the automatic Location data related to mobile phones including GPS, particularly regarding private and personal data

that are managed directly by mobiles phones providers.

How the Bank Collects and Uses Other Information.

The Bank and its third-party service providers may collect and use Other Information in a variety of ways, including but not limited to:

- Through the Customer's browser: Certain information is collected by most browsers, device type, screen resolution, operating system version and internet browser type and version. The Bank uses this information to ensure CBD Site function properly and for security purposes.
- Using cookies: Cookies are pieces of information stored directly on the device the Customer is using. Cookies the Bank uses do not contain or capture unencrypted Personal Information. Cookies allow the Bank to collect information such as browser type, time spent on the CBD Site, pages visited, language preferences, and the Customer relationship with the Bank. It uses the information for security purposes, to facilitate navigation, to display information more effectively, to personalize/customize the Customer's experience while visiting the CBD Site, and to recognize his/her device to allow him use of the Bank's online products and services. The Bank collects statistical information about the usage of the CBD Site in order to continually improve the design and functionality, to monitor responses to the Bank's advertisements and content, to understand how account holders and visitors use the CBD Site and to assist it with resolving questions regarding the CBD Site. The Bank also utilizes cookies for its online advertising purposes.

The Customer can refuse to accept these cookies and most devices and browsers offer his/her own privacy settings for cookies. He will need to manage his/her cookie settings for each device and browser the Customer uses. However, if the Customer does not accept these cookies, he may experience some inconvenience in his use of the CBD Site and some online products and services. For example, the Bank will not be able to recognize the Customer's device and he will need to answer a challenge question each time he logs on. The Customer also may not receive customized advertising or other offers from the Bank that may be relevant to his/her interests and needs.

How the Bank Shares Personal Information. Before requesting the consent of a Consumer to share personal data, the bank must proactively disclose in writing to a Consumer its intent to use and/or share personal data and with whom the consumer's personal data will be shared.

The consumer must give his/her expressed consent freely to a request for the use and sharing of personal data by the bank for marketing and/or transferring the personal data to authorized agents for direct marketing.

Consumer has the right to accept or refuse to provide expressed consent. The customer also has the right to request not to share the Customer's data with CBD Group companies. In case they do not wish to have the data shared they must notify the Bank accordingly.

The Consumer shall have the right to withdraw expressed consent for the following at any time:

- a. The processing of Personal Data by the bank except where Personal Data is required for business operations related to the Consumer's Products and Services; and
- b. Personal Data sharing with Authorized Agents and other third parties for purposes such as but not limited to sales and marketing.

The Bank May Share Information with its Affiliates. In order to provide financial services, the Consumer hereby consents that the Bank is authorized to share certain information about him with its affiliates. The Bank may share personal information (such as name, address and account number) and account information (such as type of accounts, account balances and transaction history) with its affiliates so that they can serve him more efficiently. The Bank's affiliates maintain the same privacy standards as the Bank does.

The Bank May Share Information with Third-Party Service Providers. In order for the Bank to conduct its operations, including servicing the Customer's account or processing his/her transactions, the Customer authorizes the Bank to share information with its service providers, nationally and internationally, including data processing companies, cheque, ATM, and other payment processing companies, payment networks, finance service providers, insurance companies, collection agencies, credit reporting agencies and other service providers with whom the Bank have joint marketing agreements. These service providers act on the Bank's behalf and have agreed in writing to keep the Consumer information the Bank provides to them confidential. The Bank do not share the Customer's account numbers with independent third-party marketers offering their own products and services. While the Bank may assist in offering financial products and services of its affiliates or other financial service providers, it controls the Consumer information used in connection with these offers. The Bank's service providers maintain the same privacy standards as the Bank do. The information shared with service providers will be used for the purpose of performing CBD services and they do not have any right to process such information for any other purpose (except to comply with a regulatory or legal requirement according to an applicable law).

The Bank May Share Information as Legally Required or Permitted

The Bank may share the Customer's information in response:

- to a lawful request issued by a court, a government agency, a regulatory authority or as permitted by law. The Bank may also share the Customer's information in response to a request made by a merchant or business necessary to effect, administer or enforce a transaction that the Customer had requested or authorized in connection with the servicing or processing of a financial product or service, or to maintain or service the Customer's account with the Bank.
- When disclosure is made with the express consent of the consumer or through a representative nominated by the consumer.

Mobile Applications. Commercial Bank of Dubai's mobile applications ("Applications") allows the Customer to access his/her account balances and holdings, transfers and pay bills on his/her mobile device. This Policy applies to any Personal Information or Other Information that the Bank may collect through the Applications.

Linking to other sites. The Bank may provide links to third party websites. If the Customer follows links to websites not affiliated or controlled by us, the Customer should review his privacy and security policies and other terms and conditions, as they may be different from those of CBD Site. Commercial Bank of Dubai does not guarantee and is not responsible for the privacy or security of these websites, including the accuracy, completeness, or reliability of the Customer's information.

Security. To protect Personal Information from unauthorized access and use, the Bank uses security measures. These measures may include device safeguards and secured files and buildings as well as oversight of the Bank's third party service providers to ensure information remains confidential and secure.

Making sure information is accurate. Keeping the Customer's account information accurate and up to date is very important. If the Customer's account information is incomplete, inaccurate or not current, please update his/her information on the Bank's CBD Site, or call or write to it at the telephone numbers or appropriate address for changes listed on his/her account statements, records, online or other account materials. The Customer can also speak to a Consumer representative.

Updates to this Privacy Policy. This Policy is subject to change. Please review it periodically. If the Bank makes changes to the Policy, it will revise the "Last Updated" date at the top of this Policy. Any changes to this Policy will become effective when it posts the revised Policy on the CBD Site. The Customer's use of the CBD Site following these changes means that he accepts the revised Policy.

20. NOTICES

20.1. The Customer must promptly notify the Bank in writing of any changes in the name, employment or business and address including phone number, email etc.

20.2. In case of being away from UAE for more than 30 days, the Customer must settle the Credit Card Account in full seven (7) days prior to departure.

20.3. If the Customer leaves the UAE to take up residence elsewhere, the Card (including any supplementary Card) must be returned to the Bank fourteen (14) days prior to the departure and its/their use shall be deemed to be terminated. the Customer must settle the Credit Card Account in full seven (7) days prior to Customer's departure.

20.4. All demands, notices and other communication sent under these terms and conditions to the Customer and any Supplementary Cardholder shall be deemed as sent to both.

20.5. Instructions sent to the Bank from the Customer vide facsimile transmission or through Commercial Bank of Dubai branch network and internet banking shall be considered valid and binding the Bank may act upon the instructions received through those means.

20.6. All communications, cards, notices, statements of account, demands or other documents under these terms and conditions may be delivered or sent by post or email to the last known address. Each such communication or other material shall be deemed to have been received on the day of delivery if delivered personally or via email and two business days after posting, if sent by the Bank.

21. GENERAL

The Bank shall not be liable for acting in good faith upon Customers' instructions.

- 21.1. The Customer authorizes the Bank to record any instructions on the phone and to use such record as evidence in a court of law or other legal proceeding.
- 21.2. The Customer shall indemnify the Bank against any consequences, claims, proceedings or losses that may arise or be incurred or sustained by reason of carrying out the telephonic instruction from, or purported to be from the Customer.
- 21.3. The Customer undertakes to pay to the Bank the amount of any loss or damages which our directors, officers, employees or the Bank may suffer or incur by reason of Customer's failure to comply with these terms and conditions or by reason of breach thereof or arising out of or in connection with the Card Account or the Credit Card.
- 21.4. In addition to any other right under these terms and conditions or under the law, at any time and without notice the Bank may consolidate and combine all accounts which held by the Customer, either individually or jointly or with a Supplementary Cardholder 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 our then prevailing exchange rates.
- 21.5. The Bank may appoint an agent to collect any sum due from the Customer under these terms and conditions.
- 21.6. These terms and conditions are binding to the Customer personally and cannot not be assigned to any other person.
- 21.7. Any delay or omission in exercising or enforcing (in whole or in part) any right or remedy arising under these terms and conditions shall not be construed as a waiver of such right or remedy. No waiver of any of these terms and conditions or a breach of them shall be given unless in writing and shall not operate as a waiver of any other requirement or breach of these terms and conditions.
- 21.8. If any of these terms and conditions is or becomes illegal or unenforceable, the remaining terms and conditions shall continue in full force and effect.

22. MOBILE WALLET PAYMENTS

The following terms and conditions (Terms of Use) govern the use of Credit Cards and Debit Cards (Cards) issued by Commercial Bank of Dubai, a Public Joint Sector company (CBD) with the Mobile Wallet Application (Service) enabled on compatible Devices of the Customer from time to time.

These Terms of Use form a binding legal agreement between the Customer and CBD (the Bank) and apply to the Customer and/ or anyone else the Customer authorizes to use the Cards for the Service. Customer is requested to review the Terms of Use carefully before adding or using any Card in the Mobile Wallet Application because, by doing so, the Customer agrees to be bound by the Terms of Use. The Terms of Use is to be read in conjunction with the CBD Mobile Banking Terms & Conditions, Credit Card Terms & Conditions and Terms & Conditions for CBD Banking and Account Services. In case of inconsistency between these terms and conditions and the Terms of Use, the Terms of Use shall prevail.

22.1. Consent

By enabling the Customer's Card issued by CBD for mobile payments on the Mobile Wallet Application at its request, the Customer hereby authorizes CBD to share its information with certain Wallet Providers to enable his/her Card to operate on the Mobile Wallet Application, and to improve their products and services. CBD will provide the Customer information to the Wallet Providers in accordance with CBD Bank's Privacy Policies. The Wallet Providers are contractually obligated to keep this information confidential. Additionally, any agreement or terms applicable to the Customer's Card will continue to apply when its Card is enrolled in the Service.

22.2. Security & Confidentiality of Access Information

The Customer hereby confirms that this request has been originated from a mobile number that is registered in its name. The Customer agrees to keep its user name, password, personal identification number (PIN), and any other security or access information for the Service (collectively, "Access Information") in a secure and confidential manner. The Customer is solely responsible for maintaining the physical security of the Device and the confidentiality of the Device lock, PIN, Passcode, and other means to access the Wallet, Card credentials, or any other personal and payment information on or for the Device. On sharing the Device and/or means of access to the Device with any person, that person may be able to use the Cards and access the personal and payment information available in the Wallet. The Customer is required to keep the Device and the credentials secure in the same manner as it would keep secure cash, cheques, debit or Credit Cards, and other personal identification numbers and passwords. If the Customer believes that anyone has gained unauthorized access to his/her account

via his/her mobile device or otherwise, he/she agrees to inform CBD of such unauthorized access immediately as provided for CBD's Terms and Conditions applicable on the Card.

22.3. Limitations, Termination & Cancellation

By enabling the Customer's Card on any Mobile Wallet Application, he/she shall be deemed to consent to participate in the Mobile Wallet Application in accordance with the relevant Terms and Conditions. If at any time the Customer wishes to discontinue use of the Service from Mobile Wallet Application, he/she may delete the CBD Card from the Service. The Customer uses of the Service may be subject to general practices and limits, such as limits on the AED (Arab Emirate Dirham) amount or number of transactions during any specified time period. CBD reserves the right to impose limits on certain Service features, restrict access to some or all of the Service, or decline to process a transaction using the Service without prior notice to you.

22.4. Limitations of Liability

The Customer agrees that CBD is not responsible for the service availed by him/her through any mobile wallet application or for his/her usage for any mobile wallet application. The Customer expressly acknowledges and agrees that use of the service is at his/her sole risk, and CBD shall not be responsible in any manner whatsoever for the same including as to satisfactory quality, performance, accuracy and effort of any mobile wallet application. CBD makes no representations or warranties of any kind, including, without limitation, merchantability or the implied warranty of fitness for particular purpose and related warranties and representations. No oral or written information or advice given by CBD will create a warranty not expressly stated in this agreement. Should the service prove defective, CBD assumes no liability for the costs of all necessary servicing, repair or correction.

23. MARKETING AND CUSTOMER CONTACT

On issuance of the Card to the Customer by the Bank, the Customer acknowledges, agrees and authorizes the Bank and/or its designees to contact via any medium as deemed reasonable by the Bank to solicit consent for availing/purchasing certain banking product(s) which may be found suitable or to communicate any marketing promotions, campaigns, offers, new product or proposition launches or announcements of any kind. The product(s) offered to the Customer shall abide to the General Terms and Conditions published at www.cbd.ae and Customer shall reserve full-unrestricted rights to accept or reject the product(s) offered.

If Customer wish to exempt from being contacted or to stop receiving Bank's marketing communications, Cardholder may contact the Bank at 600 527 223 to place the request for communication exemption.

24. COMMUNICATION WITH THE CUSTOMER

24.1. CBD may communicate with a Customer using any of the following methods:

- a) Electronic mail (e-mail)
- b) Registered mail
- c) Courier
- d) Text messages (SMS)
- e) Phone calls
- f) Any other mode of communication as consented by the Cardholder or the Bank deems as a reasonable mode of communication

24.2. The Customer may communicate with CBD by telephone or visiting any of CBD Branches during the working hours. All details to contact the Bank will be included within the Statement to be issued to the Customer.

25. CARD LOYALTY PROGRAM

25.1. The Bank offers the following Loyalty Programs on its Cards, namely:

- a) CBD Rewards
- b) Smiles Points
- c) Cashback

25.2. The Bank may at its own discretion cease, extend, introduce a Loyalty Program by informing the Cardholder in advance.

25.3. The reward points are the rewards Cardholder earns in whatever form i.e. CBD Rewards, Smiles Points or Cashback on select Retail Purchases.

25.4. Cardholder whose Card Account is valid and in good standing, as determined by the Bank at its sole discretion, is entitled to participate in Loyalty Program and earn CBD Rewards/Smiles Points/Cashback as applicable to the Card and can be subsequently be redeemed against rewards / benefits offered vide the RewardsProgram.

25.5. The Bank is entitled, at any time and without any prior notice or liability to the Cardholder in any manner whatsoever, to terminate the Loyalty Program and / or cancel and / or vary its benefits or features, and / or vary, add to or delete any of the terms and conditions outlined herein, and / or withdraw or change the participants of Loyalty Program, and / or modify or limit the value of Loyalty Points and / or the manner of their redemption even though any of such acts may diminish the value of the Loyalty Points already accumulated and the Cardholder shall be bound by such variations and amendments. The latest provisions in such connection will be available on the Bank website. It is the Cardholder's responsibility to ensure that they are apprised of the provisions and any changes thereof relating to the Card at all times. The Bank's decision on all matters relating to the Loyalty Program shall be final and binding on the Cardholder.

25.6. Cardholders will be entitled to receiving, on a monthly basis, Loyalty Points which will be credited to their Loyalty Account at the rate determined by the Bank for every AED (earn rate) charged to their Card Account for retail purchases. Bank reserves the right, to be exercised at any time and with prior notice to the Cardholders, to change the ratio between a) Points to be awarded, and b) the specified amount charged to the Cardholder's Account. Bank shall also have the right to determine the maximum number of Loyalty Points that can be earned by a Cardholder as well as the transactions that shall be excluded from earning Loyalty Points.

25.7. Reversals / part reversals of Card Transaction(s) for whatever reason, will result in the respective Loyalty Points being reversed in the Statement of Account period in which the Card Transaction(s) has been reversed/ part-reversed which may differ from the Statement of Account period in which the corresponding Card Transaction was originally completed.

25.8. The Bank shall not, in any way, be liable to the Cardholder or any third party for any goods or services or the quality or performance of such goods or services redeemed from / supplied by any partner, service provider, merchant or any third party under / pursuant to the Loyalty Program. Cardholders should seek redress and direct any complaints or comments with respect to such goods and services to the respective partner, service provider, merchant or third party.

25.9. The Bank reserves the right to modify/delete or introduce new Loyalty Program from time to time at its own discretion. Any new Loyalty Program being introduced by the Bank shall automatically be included and bound by these and/or Partner (third Party) Terms and Conditions which the Cardholder agrees to abide by.

25.10. These Terms and Conditions are to be read in conjunction with the respective Loyalty Program Terms and Conditions made available to the Cardholder on the Bank's website.

26. CREDIT CARD INSTALLMENT PLANS

26.1. Balance Transfer

- i. 'Balance Transfer' means the settlement or transfer of all or any part of the outstanding balance of the Credit Card issued by another bank or financial institution to the Cardholder by debit to their Card Account.
- ii. At its sole discretion, the Bank reserves the right to accept or reject any Balance Transfer application.
- iii. This Balance Transfer will be made available at the sole and absolute discretion of the Bank to selected Credit Card members.
- iv. The maximum Balance Transfer value will be upon the discretion of the Bank (CBD) as a portion of the available CBD Credit Card limit.
- v. The Balance Transfer transaction amount(s) will be debited to CBD Credit Card. Such debit will be remitted to the bank that issued such Credit Card in the United Arab Emirates ("UAE"). The remittance will be done from the Bank (CBD) to the other bank by way of a Central Bank transfer by stating the Credit Card account details or any other means as deemed appropriate by the Bank (CBD).
- vi. Monthly minimum payment of five percent (5%) of the outstanding card balance (minimum of AED 100) will apply at the time of Balance Transfer processing.
- vii. Processing fee will be applicable on balance transfer amount as communicated by the Bank (CBD).
- viii. Payments under the Balance Transfer will be based on the agreed terms which may include CBD providing a rebate to you on the profit amount payable under Murabaha.
- ix. If the Cardholder needs to make prepayment, he/she first contact Call centre and request for the outstanding amount that needs to be paid. After the full payment is made by the customer. He/she needs to contact Call centre within three (3) days to request for cancellation. No prepayment charge would apply.
- x. The Bank will not be liable for the payment of any overdue Charges, Donation Amount (Late Payment Fees) Profit Amount, or any other Charges/liabilities on other Credit Cards mentioned above that may occur due to any payment delay done from the Customer's end.

- xi. If the Credit Card account is closed by the customer or the Bank before all EMI have been charged, then all of the future EMI shall be accelerated and debited to the final Credit Card Statement of Account as one figure.
- xii. The Bank reserves its right to cancel the offer and collect the full monthly Murabaha Profit Amount on the transferred amount from the Balance Transfer date, in the event of failure of payment of the minimum amount due on the payment due date.
- xiii. Customers are not allowed to do balance transfer from one CBD Credit Card to another CBD issued Credit Card.
- xiv. The Bank is entitled at any time and without any prior notice or liability to the Cardholder in any manner whatsoever to terminate the Balance Transfer or cancel or vary its benefits or features, or vary, or add or delete any of the Balance Transfer terms and conditions. However, such termination, cancellation or variance shall not affect transactions concluded by the Cardholder and accepted by the Bank before any such decision.
- xv. The Cardholder authorizes the Bank to accept telephonic instructions given to the Bank to issue the Balance Transfer whenever the Bank receives a telephone call from a person who identifies himself/herself as being the Cardholder.
- xvi. The Cardholder hereby consents to the recording of such telephone calls by the Bank and accepts such recordings as evidence before a court of Law or any other legal proceedings with regards to all the particulars of the Balance Transfer, its amount, number of instalments, etc. The Cardholder consents to the use of such recordings by the Bank.
- xvii. The Cardholder authorizes the bank to accept instructions pertaining to Balance Transfer received by a letter, telephone, internet, IVR, SMS, or any other channel introduced by the bank from time to time.
- xviii. The Cardholder agrees that the Bank's records pertaining to the Balance Transfer will be final and binding and that he/she shall not deny the validity of the transactions made with relation to the Balance Transfer.

26.2. Easy Payment Plan:

The purpose of "Easy Payment Plan" (EPP) is to enable the Cardholder to purchase goods and services using the available Credit Limit on his/her Card and repay the amount of such purchases in equal monthly instalments over a pre-determined period of time.

- i. The EPP is offered exclusively to Cardholders, as long as the Cardholders' Card Account is in good standing. Every Cardholder is automatically eligible to participate in the EPP provided the Purchase Price is not less than UAE Dirhams One Thousand (AED 1,000) and in all cases shall not exceed the Cardholder's unutilized Credit Limit. Also all Retail transactions on the current statement or last statement can be booked for EPP.
- ii. EPP is available for purchases made on either the Primary Card or Supplementary Cards.
- iii. The maximum Easy Payment Plan value will be upon the discretion of the Bank (CBD) as a portion of the available CBD Credit Card limit.
- iv. Cardholder interested in availing the EPP must after purchase of the goods, services, benefits or reservation contact the CBD Contact Centre at 600 575 556 and request to convert the Transaction to EPP. The Cardholder must also select the tenor of the EPP that may be offered by the Bank.
- v. If the Cardholder needs to make prepayment, he/she first contact Call centre and request for the outstanding amount that needs to be paid. After the full payment is made by the customer. He/she needs to contact Call centre within three (3) days to request for cancellation. No prepayment charge would apply.
- vi. vii. The Cardholder shall be liable to pay the monthly instalment billed to the Statement of Account regardless of the Cardholder's utilization or non-utilization of the Credit Card.
- vii. viii. Failure to pay two (2) monthly payments, Plan will be closed. Closure Fees as per published tariff will be debited and all outstanding will be considered with total outstanding on the card.
- viii. The Bank will not be liable for any damage or loss incurred by the Cardholder arising out of the purchase, installation, and use or otherwise of the goods, services, benefits and/or reservations under the EPP nor shall the Bank be responsible in any way for their quality. Any complaint as to the quality of the goods, benefits or reservations purchased or services rendered through the EPP shall be referred to the relevant Merchant and shall not affect the Cardholder's obligation to continue paying the EPP monthly instalments to the Bank. The purchase of the goods, services, benefits and/or reservations under the EPP shall be subject to the terms and conditions of the Merchant or provider of such goods, services, benefits and/or reservations which are of no concern to the Bank or to the obligation of the Cardholder to pay the EPP monthly instalments to the Bank.
- ix. The Bank is entitled at any time and without any prior notice or liability to the Cardholder in any manner whatsoever to terminate the EPP or cancel or vary its benefits or features, or vary, or add or delete any of the EPP terms and conditions. However, such termination, cancellation or variance shall not affect transactions concluded by the Cardholder and accepted by the Bank under the EPP before such decision nor the Cardholder's obligation to pay the EPP monthly instalments with respect to such transactions.
- x. The Cardholder authorizes the Bank to accept telephonic instructions given to the Bank to issue EPP whenever the Bank receives a telephone call from a person who identifies himself/herself as being the Cardholder.
- xi. The Cardholder hereby consents to the recording of such telephone calls by the Bank and accepts such

- recordings as evidence before a court of Law or any other legal proceedings with regards to all the particulars of the EPP booking, its amount, number of instalments, etc. The Cardholder consents to the use of such recordings by the Bank.
- xii. The Cardholder authorizes the bank to accept instructions pertaining to EPP received by a letter, telephone, internet, IVR, SMS, or any other channel introduced by the bank from time to time.
 - xiii. The Cardholder agrees that the Bank's records pertaining to the EPP will be final and binding and that he/she shall not deny the validity of the transactions made with relation to the EPP.

26.3. Cash On Call

- i. 'Cash on Call' facility provides customer the option to transfer cash from CBD Credit Card to their account with flexibility to pay in easy instalments.
- ii. The amount of the Cash on Call issued by the Bank shall not be less than the amount communicated by the Bank to the customer through any appropriate communication channel.
- iii. The tenor for Cash on Call depends on the Bank's (CBD) approval.
- iv. A Processing Fees will be levied by the Bank (CBD) on all Cash on Call requests placed by the customer.
- v. The maximum Cash on Call value will be upon the discretion of the Bank (CBD) as a portion of the available CBD Credit Card limit.
- vi. Cash on call payments from the Customer will be debited on each billing date until end of plan and debited from card balances.
- vii. Payment will be due starting from the first statement date after the cash on call is done on card.
- viii. Failure to pay two (2) monthly payments, Plan will be closed. with all outstanding Cash on Call will be considered with total outstanding on the card.
- ix. If the Cardholder needs to make a cancellation, he/she first contact Call centre and request for the outstanding amount that needs to be paid. After the full payment is made by the customer. He/she needs to contact Call centre within three (3) days to request for cancellation. No prepayment would apply.
- x. The Cardholder authorizes the Bank to accept telephonic instructions given to the Bank to issue the Cash on Call whenever the Bank receives a telephone call from a person who identifies himself/herself as being the Cardholder.
- xi. The Cardholder hereby consents to the recording of such telephone calls by the Bank and accepts such recordings as evidence before a court of Law or any other legal proceedings with regards to all the particulars of the Cash on Call, its amount, number of instalments, etc. The Cardholder consents to the use of such recordings by the Bank.
- xii. The Cardholder authorizes the bank to accept instructions pertaining to Cash on call received by a letter, telephone, internet, IVR, SMS, or any other channel introduced by the bank from time to time.
- xiii. The Cardholder agrees that the Bank's records pertaining to the Cash on call will be final and binding and that he/she shall not deny the validity of the transactions made with relation to the Cash on call.

27. GOVERING LAW AND JURISDICTION

These Terms and Conditions, Facility Offer Letter/ Schedule and the Facility Documents shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable Federal Laws of the United Arab Emirates to the extent that these Laws do not conflict with the Principles of Islamic Sharia as interpreted by the ISSC in accordance with the general rules, standards and principles laid down by the Higher Sharia Authority .In case of conflict, the principles of Islamic Sharia shall prevail.

Any legal action or proceedings arising out of or in connection with these Terms and Conditions against it or any of its assets may be brought in the Courts of Dubai.

The submission to the jurisdiction mentioned above shall not (and shall not be construed so as to) limit the right of the Bank to take proceedings against the Customer in whatsoever jurisdictions shall to it seem fit 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.

In case of any difference between the Arabic and English version, the Arabic version shall prevail.

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