

Conventional Banking

CREDIT CARD TERMS & CONDITIONS

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Terms and Conditions of Credit Card

By signing the Application Form of the Credit Card, or activating or using the Card, the Client shall fully comply with the following Terms and Conditions:

1. Definitions

- a) **Account:** Means an account maintained at United Arab Bank- Banking Services Bank, from which the Cardholder authorizes payments to be made against all charges incurred through the use of the Card.
- b) **Agreement:** Means the Agreement between the Bank and the cardholder and the terms of which may be amended from time to time by the Bank or by law.
- c) **Bank:** Means Banking Services Bank-United Arab Bank with its address at B.O. Box 25022 Sharjah, United Arab Emirates.
- d) **Card:** Means the plastic credit card (principal or additional) based on the terms of United Arab Bank, issued by the Bank bearing the Client's name and the marks 'Visa International' or 'MasterCard' authorized to be issued by the Bank and whose rules and regulations the Cardholder agrees to comply with and which is used for charges to the Card Account within the validity dates shown on the Card.
- e) **Card Account:** Means the Bank books approving all entries of the Client's transactions debited with the account according to the card use and other relevant entries whether credit or debit ones. Card Account consists of a principal card and supplementary Cards where the Card Limit of the Principal Card will be shared by all cards to which a statement is issued containing all charges. The Statement of Account shall be deemed correct and binding on the cardholder if the Bank does not receive a written objection thereto from the cardholder within 30 days from the date of issue.
- f) **Cardholder:** Means a person over 21 years of age who is either the Principal Cardholder who opens the Card Account and who with the Supplementary cardholder is jointly and severally liable for all charges incurred on the card or the Supplementary Cardholder who is recommended by the Principal cardholder for issuance of a card to him.

- g) **Card Limit:** Means the maximum amount that each Cardholder shall be permitted to charge to his/her Card as agreed by the Bank from time to time.
- h) **Cash Advance:** Means cash distributed to the Cardholder by the Bank or any other Visa International or MasterCard or third party relationship either manually or through an Automatic Teller Machine and which will be charged along with the appropriate handling fees prevailing at the time to the Cardholder's Card Account.
- i) **Charges:** Means all amounts, including Cash Advances, charged to a Card by the Cardholder at any time (including but not limited to the period after cancellation of the Card) regardless of whether a record of charges is signed by the Cardholder and include all fees listed in Clause 7 (Fees and Charges) below and any other fees introduced by the Bank from time to time or any damages levied hereunder and any other amounts owing to the Bank.
- j) **PIN:** Means a unique computer generated 4 digit code issued confidentially to the Cardholder in a security envelope when used in conjunction with the Card to make payment or use it at a designated allows the Cardholder to obtain Cash Advance.
- k) **Cardholder Statement:** Means the Statement of Card Account of both Principal and/or Supplementary Cardholder(s).
- l) **Due Date:** Means the date on which the entire Client's obligations arising from issuing and using the card at the date of issuing the Statement of account have become due.

2. Use of the Card:

- a) The Card must be signed by the Cardholder immediately upon receipt and may only be used by the designated Cardholder whose name appears on the face of the Card.
- b) Use of the Card shall subject to the Terms and Conditions of this Agreement prevailing at the time of use.
- c) Use of the Card shall be within the Card Limit as advised to the Cardholder by the Bank from time to time.

- d) Use of the Card shall be during the validity period embossed on the Card.
- a) The Bank may, at its absolute discretion and without prior notice, withdraw the right of using the Card temporarily or permanently or refuse any request for authorization of any particular Card Charges.
- b) The Bank may take into account in calculating the funds available, Outstanding Card charges and any funds which the Bank in its discretion may deem to have been credited or debited to the Card Account.
- c) The Bank will not guarantee goods or services purchased on the Card and shall not be a party to any disputes that may arise between the Cardholder and or any third party related thereto.
- d) The Client shall use the Card for paying the value of goods and services Client shall pay to the Bank all his/her obligations under the Card Statement of Account in addition to any complementary charges for mailing, telephone and the like if the Client has requested goods or services requiring the provision of such services. The Client shall not use the Card for paying the value of unlawful goods and services.

3. Limits of the Bank Obligation

- a) The Bank shall pay the value of bills, receipts, transfers and other relevant documents relating to transactions made by the Client through using the Card within the limits of Terms and Conditions applicable to the Card Use.
- b) The total value of such amounts in addition to the due expenses and fees shall not exceed the Use Limit granted to the Client according to the Card.
- c) Values and fees of the transactions shall be debited with the Card Account, the Client shall pay the due debit balance in full, such obligation shall be outstanding until the date of full payment even if the Card Validity Period has expired or the Card is cancelled for whatsoever cause.

4. Card Validity Period

- a) The Card shall be valid for 3(Three) years commencing as of the date of issue.

- b) The Client shall promptly restore the Card to the Bank and pay the outstanding debit balance if the Card Validity Period has expired without being renewed for whatsoever reason.

5. The Additional Card

- a) The Bank may, at the Client's request, issue an Additional Card for any of the Client's family members (wife or grown-up sons and daughters of 18 years old and above) with the same Terms and Conditions applicable to the Principal Card to the effect that such Additional Card shall be deemed an integral part thereof.
- b) The Principal Cardholder shall be liable for all obligations arising from the Principal Card and shall be liable, jointly and severally for all obligations arising from the Additional Cards.

6. Payment

- a) Payment shall be made according to the following Terms and Conditions:
- The Cardholder undertakes to pay the Bank the amount of all Card charges, fees, and any other expenses incurred by the cardholder through the use of the Card and/or which sustained by the cardholder as a result of any breach of these Terms and Conditions by the cardholder.
 - The Principal Cardholder is and shall remain at all times liable for all charges incurred on their Principal Card. The Principal cardholder and the Supplementary Cardholder shall remain liable, jointly and severally, for all charges incurred on any Supplementary card (s).
 - The expenses Incurred by the use of the Cards are evidenced by the imprint of the Card and signature of the holder on the Charge form or invoice presented by the affiliated establishments or by entering the PIN, Should the cardholder purchases any goods or services for which an imprint and/or signature is not possible such as, but not limited to telephone order, mail order; ATM cash withdrawal transactions or telephone calls, then the proof of delivery or other supporting documentation from the supplier of such goods and services shall be deemed acceptable as proof of purchase.

- The Cardholder must verify all Charges shown on the cardholder Statement by checking these against their sale slips form copies and report any discrepancy in writing to the Bank within 30 days from the Statement date. The Bank shall not be liable for any Charges disputed after such time.
- The Bank will send a detailed Statement to the Cardholder each month at the address stated by the Cardholder on the Application Form or as properly amended from time to time, showing all Charges incurred on the Principal and Supplementary Cards during the Statement period and the total amounts due to the Bank from the Cardholders.
- The Cardholder undertakes to pay the minimum amount due by the payment due date in cleared funds as shown on their Statement, and where agreed by the Bank, the Cardholder shall be entitled to carry forward the remaining balance, provided that their Card Limit is not exceeded. The amount due will be shown on the Statement as well as the total amount outstanding.
- All outstanding balances on the card Account not paid within one month from the due date are automatically subject to relevant fees and charges as mentioned by the bank
- The Bank may cancel the card, without prior notice and to claim all the due amounts, in case the holder fails to:
 - Settle his dues on time.
 - Complying with the card terms & conditions

b) Methods of Paying the Debit Balance

- Debiting the Current Account

The Bank shall collect the amount of debit balance under the Card Account through debiting the Client's current account opened with the Bank, the Client undertakes to deposit in his/her account a balance sufficient to meet any indebtedness that may arise from using the Card.

- Transfer to the Card Account

The Client may transfer the due amount to the Card Account with the Bank by mentioning the Card number; the relevant month and the paid amount.

- Payment by Cheque

The Client may send a cheque to any of United Arab Bank or to the Credit Card Centre for the purpose of payment.

- Payment in Advance

The Client may pay the value of his/her anticipated purchases or the approved limit in advance. If the advance payment exceeds the value of the actual purchases, the extra amounts shall be returned to the Client upon request.

7. Fees and Charges:

- a) A service charge, as applicable, will be charged to the Card Account for all cash advances made with the use of the Card.
- b) The Bank will apply a joining fee or an annual fee when the Card is first issued.
- c) If the Card is replaced due to loss or theft, a replacement charge will be posted to the Card Account.
- d) A re-issue fee will be charged to the Card Account if the Card is re-issued due to the need to re-issue the PIN or if the Card is damaged.
- e) A renewal fee is charged to Card Account if the Card is cancelled due to late payment, the Card will not be renewed if there is still an outstanding balance at the expiry date of the Card.
- f) Any expenses or fees incurred for the recovery of unpaid Statements are for the Card Account of the Cardholder. Any amounts which are not settled by their payment due date, shall be subject automatically, and without the need for additional formalities, to a service charge determined at the discretion of the Bank and shall be calculated from the posting date of the charges until the amount has been repaid in full. Furthermore, a Cardholder who fails to pay the minimum amount agreed upon with the Bank as mentioned in the Statement of Account, shall be liable to pay delay fees or late payment fees
- g) An Overlimit fee is charged to the Card Account if the cardholder exceeds their Credit limit during the month.
- h) The Bank reserve the right to charge a handling fee to recover the costs of processing Charges backs and photocopy requests of sales slips.

- i) The Bank shall be entitled, at its sole discretion, to determine and amend the rate of fees and charges from time to time as it deems necessary after giving prior notice to the Client.
- j) Charges incurred in currencies other than the billing currency will be converted at the prevailing rate of exchange as determined by the Bank, at the time the Bank accepts such charges.
- k) Without prejudice to the rights of the Bank to take the appropriate legal action at any time, the Bank may charge fees for any returned unpaid cheques drawn by the cardholder in full or partial payment of the outstanding amount.

8. Transactions in Foreign Currency:

- a) The Bank shall pay in foreign currency all the obligations arising from using the Card by the Cardholder abroad within the limits of these Terms and Conditions, whereas the Cardholder undertakes to pay to the Bank the balance of the Card Account in UAE Dirham as per the prevailing exchange determined by the Bank at the date of paying the value of purchases, provided that the Bank shall not bear any differences in the prices of currency exchange.
- b) The Client shall observe any terms and conditions that may be applicable to transactions or cash circulation in the foreign countries in which the Cardholder uses the Card, the Cardholder shall solely bear any financial burdens or differences in currency prices and the Bank shall be entitled to recover the same by debiting the card Account.

9. Withdrawal & Cancellation of Card

- a) The Bank reserves the right to withdraw the use of a Card if at any time the cardholder fails to make the required payment, exceeds their card Limit, and/or breaches any of the Terms and Conditions of this Agreement.
- b) The Bank may, at any time, cancel or suspend the right to use the Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace the Card, without in any case affecting the Cardholders' obligations under these Terms and Conditions which shall continue in force provided that a subsequent notice shall be sent to that effect.

- c) The Card is and shall remain at all times the property of the Bank and all and any Cards issued hereunder must be returned immediately to the Bank upon first request from the Bank or its agents and/or upon cancellation.

10. Renewal:

- a) The Bank may automatically renew the Cards upon their expiry date unless otherwise is requested in writing by the Cardholder within at least 45 days before the expiry date.

11. Protection of the Card and PIN:

- a) The Cardholder shall exercise all possible care to ensure the safety of the Card and shall not disclose the PIN to any other person. The advice of the PIN must be destroyed immediately after receipt. Any record of the PIN must be unidentifiable as such and shall be kept entirely separate from the Card. The Cardholder shall not disclose the Card number embossed on the Card to any third party except in connection with its use for the purpose of making a Card transaction or when reporting the loss or theft of the Card.
- b) If the Card is lost, stolen or misused or if the PIN becomes known to any other person, the Cardholder must immediately notify the Bank by calling the Bank telephone number stated in Clause (15-c) below and subsequently, within seven days confirm the loss, theft or misuse in writing to the Bank contact address mentioned in Clause (15-c) below, giving all details and supporting documents of the incident.
- c) The Bank shall not be liable for any Charges incurred on lost, stolen or misused Card(s) until such notification has been received by the Bank.
- d) If lost, stolen or misused Card is subsequently found, it should immediately be cut in half and returned to the Bank.

12. Returns and Claims

- a) The Cardholder will only be credited with a refund in respect of a Card transaction if the Bank receives such a refund.

- b) No claim by a Cardholder against a third party may be the subject of or a defense or counter-claim against the Bank, and no right of a Cardholder against the Bank may be assigned or otherwise disposed of one way or another. The Bank shall not be liable in any way if a third party does not honor the Card. Subscription fees are non-refundable.

13. Amendments of Terms and Conditions:

- a) The Bank, at its absolute discretion may, at any time and without prior notice, amend these Terms and Conditions with immediate effect irrespective of whether or not a similar variation is made to such Terms and Conditions with any other Cardholders.

14. Termination:

- a) The Cardholder may terminate this Agreement by sending a written notice to the Bank but such termination shall only be effective on the return to the Bank of all Cards issued and the payment of all liabilities of the Cardholder under these Terms and Conditions. The Cardholder will also remain liable for all charges incurred on the Card up to a period of 90 days after the Card is returned, cancelled or has expired.
- b) The Bank may terminate this Agreement at any time, by canceling or refusing to renew the Card and notifying the Cardholder.

15. General Terms:

- a) The Bank shall not be liable if it is unable to perform its obligations under this Agreement, and the Cardholder's liability to make payment under Clause (6) above shall not be discharged, if the Bank is unable to debit the amount due because of the failure of any machine, data processing system or transmission link or to individual dispute or anything outside the control of the Bank. The Bank shall not be liable for any failure of any ATM, or any equipment associated with the Card or for any losses or damages sustained by the Cardholder as a result of such failure whether or not it affects the liability of the Cardholder to use the Card.
- b) The Bank will not guarantee that the facilities available to Cardholders as a result of arrangements between the Bank and third parties will continue indefinitely.

- c) The legal contact address of the Bank is P. O. Box 25022 Sharjah, United Arab Emirates and its telephone number for making any enquiries, activating Cards or reporting lost/stolen/misused Cards is 800 474
- d) The Cardholder's legal contact address is his/her address as shown on the Card Application or as being amended and notified to the Bank from time to time. The Cardholder shall immediately and at all times notify the Bank of any change to his/her address, place of residence or place of work, any judicial and/or other notices shall be deemed effective if sent to the Cardholder's address.
- e) The courts of United Arab Emirates shall have jurisdiction over any dispute that may arise out of the construction or performance of these Terms and Conditions.
- f) Any matter not included herein shall be governed by the laws applicable in the State of United Arab

