

# AAE Travel Card Terms and Conditions

## ***Welcome to AAE Travel Card***

Your use of your AAE Travel Card is governed by these AAE Travel Card Terms and Conditions between you and Abu Dhabi Islamic Bank PJSC (referred to hereinafter as the “Bank”).

## **1. Definitions and Construction**

**Account** – means the AAE Travel Card account linked to with your Card, loaded with one or more Currency Wallets that have access to prepaid payment functions and your Available Balance. An Account may hold multiple Currency Wallets, which must include US Dollars (“USD”).

**Account Centre** – means the AAE Travel Card website or any applicable Mobile Portal application that you log on to, to access the secure elements of your Account.

**Account Fee Schedule** – means the schedule of fees and charges, in respect of your Account available on the Website, as may be amended and notified to you from time to time.

**ATM** – means an automated teller machine that accepts the Card for cash withdrawals and balance enquiries.

**Auto Wallet Transfer** – means where a Currency Wallet has insufficient funds, funds will be automatically transferred from another Currency Wallet to allow the transaction to be completed. Auto Wallet Transfers will be completed at the Conversion Rate.

**Available Balance** – means the total monetary value available to you in your Account for transactions using the Card, being total value of all Currency Wallet(s) less any applicable tolerance limits, which may apply to certain transactions.

**Card** – means the AAE Travel Card bearing the VISA logo issued and available to you for your use upon activation. Where applicable, the term means collectively, all cards attached to your Account.

**Currency Order** – means, when you have more than one Currency Wallet loaded on your Account, the order in which the transactions or fees may be applied to your Account.

**Currency Wallet** - means the portion of your Account that holds the total of each of the Supported Currencies loaded onto your Account.

**Customer Services** – means our dedicated call centre, or our online support at [www.aetravelcard.com](http://www.aetravelcard.com).

**EFTPOS Terminal** – means a device that enables electronic funds transfer at point of sale and includes EFTPOS software integrated into an electronic cash register that is installed at a merchant's premises to effect point-of-sale transactions.

**Conversion Rate** – means the exchange rate that will be applied when funds are transferred between your Currency Wallets.

**Home Wallet** – means your mandatory USD Currency Wallet.

**Mobile Portal** – means a software application and/or web application for accessing the Account Centre that has been created to suit small-screen and/or portable electronic devices including mobile phones and tablets, and which may have different levels of functionality than that available when accessing the Account Centre via a web browser.

**Mobile Services** - means mobile financial services that you can opt in to, to allow you to access your Account information and to perform financial transactions using your Registered Mobile Device.

**Negative Balance** – means a negative rather than positive Available Balance, arising because the debits on your Account exceed the total value of all your Currency Wallets.

**PIN** – means a personal identification number for transactions using a physical Card, ATM, EFTPOS Terminal and/or Mobile Services.

**Registered Mobile Device** – means any mobile device or other device enabled to access your Account which has been registered by you at the Account Centre.

**Supported Currency** – means United States Dollars (“USD”), Euro (“EUR”), Great British Pounds (“GBP”), Australian Dollars (“AUD”), Canadian Dollars (“CAD”), Hong Kong Dollars (“HKD”), Thai Baht (“THB”), Japanese Yen (“JPY”), Singapore Dollars (“SGD”), Indian Rupees (“INR”)\*, Omani Rial (“OMR”), Qatari Riyal (“QAR”), Bahraini Dinar (“BHD”), Arab Emirates Dirham (“AED”) and other such foreign currencies as notified by us to you from time to time and available to view at the Account Centre.

\* Direct Load not allowed for INR

**Unsupported Currency** – means a currency other than a Supported Currency.

**VISA Conversion Rate** - means the exchange rate selected by VISA from within a range of wholesale exchange rates available or, if applicable, the government mandated rate relevant to the country of the Unsupported Currency being transacted. In either case the exchange rate will be selected on the date that VISA processes your foreign currency transaction (and not necessarily the date that you enter into the foreign currency transaction).

**Website** – means the website at the URL [www.aaetravelcard.com](http://www.aaetravelcard.com) or any future URL applicable to your Account and Card.

**we, us, our** means the Bank.

**you, your** – means the natural person named on the Account entering into these Terms and Conditions.

In these Terms and Conditions, unless the context otherwise requires:

- (a) a reference to this Terms and Conditions or to these Terms and Conditions is a reference to these Terms and Conditions as the case may be, as varied, amended, supplemented, replaced from time to time;
- (b) words in the singular number include the plural number and vice versa;
- (c) where a word or phrase is defined, its grammatical forms have a corresponding meaning.

## **2. Introduction**

These Terms and Conditions govern the use of your Card and Account, and is an agreement between you and the Bank. By Activating your Account you agree to be bound by these Terms and Conditions.

You are advised to read these Terms and Conditions carefully. Contact Customer Services if you do not understand or are unsure about any of these Terms and Conditions.

### **2.1 What are the benefits of an Account?**

Once activated, your Account is:

- › Able to hold multiple currencies.
- › Flexible – you can choose which Currency Wallets to load from the Supported Currencies and transfer currencies between those Currency Wallets when it suits you.
- › Prepaid – you first have to load funds onto your Account. As a result you can only spend the Available Balance and can keep to a budget.
- › Reloadable – there is no limit on the number of times you may load funds.
- › Chip, PIN and signature enabled for security.
- › Able to be used wherever VISA prepaid cards are accepted.
- › Able to link your Account to your Registered Mobile Device.

### **2.2 Eligibility for obtaining the Card**

You are eligible to receive the Card provided you are a current resident of the United Arab Emirates and a minimum age of twenty one years.

### **2.3 Loading funds onto your Account**

The loading of funds on to your Account must be in accordance with the load limits outlined in the schedule in clause 5.9 (the “Limit”). Please see the Website for details on your options to load funds.

### **2.4 Moving overseas**

You shall notify us in case you move outside of United Arab Emirates. In such case you may not be able to load funds or reload funds into your Account. If you have an Available Balance, you will still be able to use your Account to transact in accordance with these Terms and Conditions until the expiry date on your applicable Card or until your Available Balance is fully utilised, whichever is sooner.

## **2.5 Other information**

Your Account is not like a credit card and your ability to use your Account to perform transactions is limited to the Available Balance and any other limits referred to in these Terms and Conditions. There is no profit payable to you on the Available Balance of your Account.

## **3. Introduction to Multi Currency Wallets**

### **3.1 Multiple Currency Wallets on your Account**

USD is your mandatory Home Wallet. You can select all of the other Currency Wallets to add to your Account based on your international travel needs.

The exchange rate that will be applied when funds are transferred between your Currency Wallets is the Conversion Rate. Your Account Centre, will display a quote of the Conversion Rate on offer and the total value of foreign currency that you may purchase. If you accept the quote, we will transfer the funds between your Currency Wallets immediately in line with the currency values agreed by the accepted quote.

### **3.2 Currency Order**

When there is more than one Currency Wallet on your Account, a Currency Order will apply. This Currency Order is important for some transactions; for further details on this, please see clause 5.4 "About Currency Transactions" section. The Currency Order is set by you, by selecting your order preference at your Account Centre, or by contacting Customer Services.

### **3.3 PIN Set Up**

Upon activation, your card pack includes a four (4) digit payment PIN for your Card.

Once your payment PIN is set for your Card, and funds are loaded, you can use your Card to access the funds on your Account at ATMs or merchants wherever VISA prepaid cards are accepted.

If applicable, Mobile Services may require that you set a different PIN for Mobile Services, which you can use to authorise transactions via your Registered Mobile Device.

Your selected PIN must be designed by you and will not be shared or stored with us. To reduce the chance of anybody guessing the numbers you have chosen, you are advised to avoid unsuitable PINs such as:

- › Birth dates, months or years in any form or combination;
- › Sequential numbers (such as 3456) and easily identifiable number combinations (such as 1111);
- › Any of the blocks of numbers on your Card; and

› Other easily accessible personal data such as parts of personal telephone numbers or driving's licence or other numbers easily connected with you.

If you believe that anyone has gained unauthorised access to any of your PINs, you should contact Customer Services immediately and follow the other procedures set out in the Unauthorized Transactions section below, to limit your liability for unauthorised transactions.

## **4. Using your Account**

### **4.1 Where you can use your Account**

You should treat your Card with the same care as you would treat cash. Account value lost due to a lost or stolen Card and/or PIN may not be reimbursed in full or in part.

#### **YOU SHOULD SIGN YOUR CARD IMMEDIATELY UPON RECEIPT AND BEFORE USE.**

Only you, the cardholder, is authorised to use your Account. You are responsible for the use of your Account according to these Terms and Conditions.

You can use your Card to access your Account to buy goods and services from merchants displaying the VISA sign. This includes purchases by mail order, telephone order and over the internet. However, some merchants or financial institutions may not accept payment via your Account. We are not liable in such cases. You can also use your Card to access funds on your Account at any ATM displaying the VISA sign.

When using your Card to access your Account at EFTPOS Terminals and at ATMs, select the 'credit' option and not the 'cheque' or 'savings' options. You will then be required to enter your payment PIN or sign a voucher to authorise and complete the transaction.

If your Available Balance is not adequate to cover the transaction amount, you may request the merchant to charge a part of the transaction to your Account and pay the remaining amount with cash or another form of payment (a split transaction). Some merchants do not allow split transactions.

If you use your Account without presenting your Card, and the transaction is approved, the resulting account balance will be the same as if you had presented your Card.

Your Account will be debited immediately with the amount of each cash withdrawal or purchase, plus any applicable fee and any other amount that we may deduct from your Account under these Terms and Conditions. The Available Balance on your Account will be reduced accordingly.

### **4.2 Fees and Charges**

Account fees and charges apply to certain transactions, enquiries and services. All fees and charges that we charge relating to the use of your Account are listed below at clause 5.9 and are detailed in the Account Fee Schedule below and available on the Website. All fees and charges (unless otherwise specified) will be deducted from your Available Balance.

The Account fees and charges as listed will be deducted from your Home Wallet in the first instance. The exception to this rule is the international ATM withdrawal fee, which will be deducted, as set out below:

- › If the international ATM withdrawal is conducted in a Supported Currency, the international ATM withdrawal fee will be deducted from that Supported Currency Wallet.
- › If the international ATM withdrawal is conducted in an Unsupported Currency, the USD international ATM withdrawal fee amount will be deducted from your Home Wallet.
- › If there are insufficient funds in the Currency Wallet that the fee is being deducted from, then an Auto Wallet Transfer will occur. You can refer to condition 5.4 of “About Currency Transactions” section below for further details on Auto Wallet Transfers.

In respect of the fee for Card Inactivity (Clause 5.9 Account Fee Schedule), if there are insufficient funds in your Home Wallet to deduct the monthly account fee, an Auto Wallet Transfer will occur. You can refer to condition 5.4 “About Currency Transactions” section below for further details on Auto Wallet Transfers. The Monthly Inactivity Fee will be assessed once, after every twelve (12) consecutive months of Card and Account inactivity.

All other Account fees will be deducted from the Home Wallet (unless otherwise specified) and if there are insufficient funds in your Home Wallet to deduct the applicable fee, the transaction may be declined. If the transaction is not declined, the applicable fee will be deducted by means of an Auto Wallet Transfer.

In addition to our ATM fees, some ATM operators may also charge an ATM fee. If you make an ATM withdrawal, that ATM operator’s fee will be added to the total transaction value and be deducted from your Available Balance. If the ATM operator’s fee does not relate to an ATM withdrawal, the fee will be deducted separately from your Available Balance. Refer to the Supported Currency or Unsupported Currency sections to determine from which of your Currency Wallets such fee will be deducted. You are advised to take note that NOT all ATM operators advise you of their fee before you withdraw money from their ATM. You may refer to clause 5.4 (a) and (b) below on the Supported Currency and Unsupported Currency Transactions sections for further information relating to ATM transactions, fees and operators.

## **5. Managing your Account**

### **5.1 Balance enquiries**

You can check your balance of any Currency Wallet by logging on to your Account Centre, visiting an Al Ansari Exchange location or by calling Customer Services, as set forth below. You can also check your balance through an ATM (fees may apply). Where you have more than one Currency Wallet on your Account, an ATM balance enquiry will show the combined Available Balance of all your Currency Wallets in the local currency of the ATM. Some ATM operators may also charge a separate fee for ATM balance enquiries, which will be deducted from your Available Balance. You may refer to clause 5.4 (a) and (b) below on the Supported

Currency and Unsupported Currency sections to determine which of your Currency Wallets such fee will be deducted from.

Your Account can only be used if it has a positive Available Balance. If you make or attempt to make any transactions that exceed your Available Balance on your Account, then you will be liable to us for any Negative Balance plus any applicable fees, along with any costs incurred in recovering or attempting to recover from you the amount you owe. If a Negative Balance arises, that does not mean that a Negative Balance will be allowed to arise or be increased on subsequent occasions.

## **5.2 How to protect your Card, PIN and password**

Your Account is for your sole use and may only be used once the Card has been activated. You are responsible for keeping your PIN and password secure. In particular you must:

- › not keep a written record of your PIN or password;
- › not allow another person to see your PIN or password when you enter these;
- › not keep your PIN or password in a form that can be readily identified as PIN or a password;
- › not disclose your PIN or password to any other person (including persons in apparent authority, family members or spouse);
- › not carry your PIN or password with your Card or store them in your mobile phone.

### **Password**

You must set a password to be able to log into your Account Centre. Using your Card, go to the Website and set up your access to the Account Centre. You must protect your password and not disclose it to any person or record it anywhere and ensure the password you choose is not obvious or easily guessed (for example, do not use your date of birth, any part of your name, family, pet or street names). We may also need you to provide additional information to authenticate you when logging into your Account Centre. If you forget your password or believe it may have been compromised, you should contact Customer Services. You may reset your password at the Website at any time you wish.

## **5.3 Transferring funds between Currency Wallets**

You can transfer funds loaded on your Account from one Currency Wallet to another Currency Wallet by accessing your Account Centre. Funds transferred between Currency Wallets will be converted at the Conversion Rate.

## **5.4 About currency transactions**

### **a) Supported Currency Transactions:**

When withdrawing money from an ATM, making a purchase or where an ATM operator charges a fee, in each case in a Supported Currency that you have loaded on your Account, the transaction including any fees payable, will be deducted from that Currency Wallet.

If the currency is a Supported Currency, but you do not have that Currency Wallet loaded, or if you have insufficient funds in that Currency Wallet, your Account will take the funds from the first or next Currency Wallet you have nominated in your Currency Order.

Your Account will move through the Currency Wallets in your Currency Order until the transaction value is met. The full transaction amount may be funded from multiple Currency Wallets available on your Account. Each time funds are transferred from one Currency Wallet to another, an Auto Wallet Transfer will occur and the exchange rate used will be the Conversion Rate.

**b) Unsupported Currency Transactions:**

If withdrawing funds from an ATM, making a purchase or where an ATM operator charges a fee, in each case in an Unsupported Currency, your Account will first deduct funds from your Home Wallet. The amount will be converted at the VISA Conversion Rate. If your Home Wallet has no funds, or insufficient funds, then the funds will be deducted from the first or next Currency Wallet in your Currency Order, triggering an Auto Wallet Transfer to your Home Wallet. The Auto Wallet Transfer will occur at the Conversion Rate. The full transaction amount may be funded from multiple Currency Wallets available on your Account. Once there are sufficient funds in your Home Wallet to pay for the transaction the Unsupported Currency in which the transaction occurred will be converted at the VISA Conversion Rate and the funds deducted.

A currency conversion fee will apply to Unsupported Currency transactions as set out in Account Fee Schedule available at the Website.

**c) Dynamic Currency Conversion**

Some ATM operators and merchants may offer you the ability to complete a transaction in a currency other than the country's local currency. This is called dynamic currency conversion. In this situation, the merchant or ATM operator is applying a foreign exchange margin to the applicable conversion rate that would apply to convert the transaction currency into another currency. This will add cost to your transaction.

If you are withdrawing funds from an ATM that dispenses a currency other than that of the country where the ATM is located, the ATM operator may convert the amount being withdrawn into the local currency before converting it back to the currency being dispensed. This may occur even when the currency being dispensed is the same as that of one of your Currency Wallets. As a result, the amount debited to your Account may be greater than the amount which is dispensed by the ATM. Not all ATM operators advise of the amount to be debited to your Account before you withdraw funds from their ATM.

**d) Insufficient Funds**

Where the aggregate funds in all your Account's Currency Wallets are insufficient to process a transaction, the transaction will be declined.

## **5.5 Errors and transaction disputes**



You should retain all vouchers and transaction records received from merchants and electronic equipment. You should check all details and entries by reviewing your transaction records on a regular basis:

- › by viewing at your Account Centre,
- › over the phone, using your Registered Mobile Device, or
- › by calling Customer Services.

There may be fees payable for reviewing transactions using Mobile Services. You are advised to refer to the Account Fee Schedule set forth in condition 5.9 below for further details.

You cannot stop a payment on any transaction after it has been completed. A merchant must issue a valid refund voucher to make a refund to you. We can only credit your Account with the refund when we receive the voucher from the merchant's bank.

Refer to the Unauthorized Transactions section below if you have a transaction on your transaction record that is unauthorised (rather than what appears to be an error or dispute with a merchant or electronic equipment).

#### **Steps to resolve an error or transaction dispute:**

You should always first communicate directly with the merchant to resolve a dispute. If it cannot be resolved, you should contact us to report it via Customer Services or through your Account Centre within 30 days of the disputed transaction. Proof of the purchase transaction and a written summary of relevant information may be required.

The date appearing on your transaction record may not be the transaction date recorded by us, as transactions may be completed and posted to your Account on a different day

If you wish to lodge a transaction dispute, please download a [Dispute Form](#) from the Account Centre and submit it to us via email at [disputes@aaetravelcard.zendesk.com](mailto:disputes@aaetravelcard.zendesk.com). You are required to provide as much information about such disputed transaction as you can. Once we have received your completed Dispute Form, we will investigate such transaction on your behalf. We will acknowledge receipt of your Dispute Form in writing within ten (10) business days.

Provided that you have complied with our reasonable request for information, we will correct the error if it is our fault or the fault of our services providers. If on reasonable grounds we decide it is not our fault, we will notify you in writing as soon as such decision is made.

Unless there are exceptional circumstances, in which case we will write to you to let you know, we will complete most transaction investigations within forty five (45) days of acknowledging the receipt of the Dispute Form.

## **5.6 Refunds or reversals**

Refunds or reversals, whether directly from a merchant or in the form of a disputed transaction that was transacted in a Supported Currency, will be returned in that Supported Currency in the same amount and credited to that Currency Wallet on your Account. If at the time of refund or reversal, you no longer have the applicable Currency Wallet and you already have the maximum number of Currency Wallets, we will return the equivalent amount to your Home Wallet using the Conversion Rate applicable at the time of refund or reversal.

Refunds or reversals of an amount that was transacted in an Unsupported Currency will be converted at the applicable VISA Conversion Rate and returned to your Home Wallet. We will also refund any currency conversion fee charged on your original transaction, and we will not charge another currency conversion fee on the refunded amount. Note that amounts returned for Unsupported Currencies and currency conversion fees may differ from the amount deducted from your Account at the time of the original transaction due to exchange rate fluctuations.

## 5.7 Security at ATMs

When using your Account at ATMs, you should always take security precautions. Observe your surroundings before conducting the transactions and do not allow another person to see your PIN when you enter it or if it is displayed. Always take your ATM voucher, which is stamped with your transaction, and you should always check your ATM vouchers against your transaction record displayed at your Account Centre.

## 5.8 Limitations on use of your Account

Accounts cannot be used for:

- a) purchases from merchants where the transaction is processed manually (through a zip-zap machine);
- b) direct debit, recurring or instalment payments;
- c) purchases from merchants who do not accept prepaid VISA branded cards; or
- d) transactions in countries prohibited by us, which are North Sudan, Iran, Cuba, North Korea and any country with US Government sanctions and laws.

The following limitations apply to the Account:

› When using your Account with some merchants (such as hotels and car rentals), 'tolerance limits' may apply. This means that the merchant may obtain an authorisation or approval on your Account for an amount up to 20% more than the anticipated total bill, to cover additional items such as incidentals or to ensure adequate funds are available. The entire amount of the authorisation or approval (including the tolerance limit) will be deducted and will not form part of your Available Balance until the authorisation or approval is confirmed. Only the amount actually spent or authorised will be finally deducted from your Available Balance after the authorisation or approval is confirmed.

## 5.9 Transaction and load limits

The following transaction and load limits apply to your Account and are dependent on the type of identity verification performed when you activated your Account:

### Transaction and Load Limits – AAE Travel Card

Transaction and Load Limits	Amount	Currency
Maximum balance on Account at any one time:	\$10,000	USD
Maximum aggregate amount you can load per 24 hour period (no amount can be loaded if the result will exceed the maximum balance)	\$10,000	USD
Maximum amount you can load in a 12-month rolling period	\$100,000	USD
Maximum amount you can withdraw from ATMs per day	\$1400	USD

### Account Fee Schedule – AAE Travel Card

Item	FEE (in USD if not specified)
Card Issuance	30 AED
Card Purchase	No charge
Card Replacement	30 AED
Card Inactivity (after 12 consecutive months of inactivity)	5.00
Reload Fee	No Charge (Except AED Currency*)
<b>ATM Usage</b>	
Domestic ATM Withdrawal	5 AED
Domestic ATM Balance Inquiry	2 AED
<b>International ATM Withdrawal</b> (withdrawals outside the UAE)	
USA	3 USD
Euro Zone	2 EUR
UK	2 GBP
Canada	3 CAD
Australia	3 AUD
Hong Kong	25 HKD
Thailand	100 THB

Japan	160 JPY
Singapore	5 SGD
India	100 INR
Oman	1 OMR
Qatar	10 QAR
Bahrain	1 BHD
<b>International ATM Balance Enquiry</b>	
USA	0.5 USD
Euro Zone	0.5 EUR
UK	0.5 GBP
Canada	0.5 CAD
Australia	0.5 AUD
Hong Kong	10 HKD
Thailand	25 THB
Japan	125 JPY
Singapore	2.5 SGD
India	35 INR
Oman	0.5 OMR
Qatar	5 QAR
Bahrain	0.5 BHD
<b>Other Charges</b>	
Currency Conversion Fee	3.5% of amount of the transaction, applied when calculating the Conversion Rate
Alerts - Email	No Charge
Alerts - SMS	0.1 (the first ten SMS are free)
Additional Card	30 AED

\* load and reload amounts may be lower and may differ between retail partners, as determined by each retailer at its sole discretion.

# or a lesser amount set by a local ATM operator.

The foreign currency equivalent for the above-listed amounts will be determined based on the Conversion Rate or the VISA Conversion Rate, as applicable.

For this section, a “day” is defined as a 24 hour period commencing when an applicable transaction(s) is completed.

### 5.10 Cost associated with Initial load and Reload on AAE Travel Card

Initial Load and Reload on your AAE Travel Card is absolutely **FREE** for foreign currencies. Following are the slab-wise charges associated with Initial Load and Reload for **AED currency\***:

<b>Load Amount</b>	<b>FEE</b>
.01 – 1000	AED 10
1000.01 – 2000	AED 20
2000.01 – 3000	AED 30
3000.01 – 4000	AED 45
4000.01 – 5000	AED 55

NOTE: You can load maximum of AED 5,000 per transaction for AED currency wallet. Total load limit allowed on your AAE Travel Card is USD 10,000 (Equivalent of all currencies)

## 6. Expiry, Closing and Termination

### 6.1 Card Expiry

Once activated, your Card can be used to access your Account until the expiry date shown on your Card. However you may close your Account at any time prior to your Card expiration by contacting Customer Services. Your Card cannot be used at merchants or ATMs after the expiry date.

If, after a period of six (6) months after the expiry date of your Card, we cannot locate you using your last known address, your Available Balance will be held by us in accordance with applicable law.

Your Available Balance will be held in your Home Wallet, with amounts in any other Currency Wallets converted at the then applicable Conversion Rate.

### 6.2 Closing your Account

If you would like to close your Account, please visit any of Al Ansari Exchange location listed on the Website. At your option, you can spend your Available Balance by withdrawing funds at an ATM, spend the funds by transacting at a merchant or, if applicable, you can request your Available Balance be

returned via Withdrawal & Account Closure service from an Al Ansari Exchange location listed on the Website. All returns will be net of fees or uncollected transactions.

Any outstanding transactions, fees or amounts owed by you to us will be deducted from your Available Balance before your Account is closed. Any outstanding disputed transactions will be discussed with you and paid out separately not later than ten (10) business days after resolution on the investigation as described in condition 5.5 of Errors and Transaction Disputes.

We will pay you your Available Balance in the Arab Emirates Dirham (AED) currency and balances in any other Currency Wallets will be converted using the Conversion Rate applicable on the closing date. Upon closure of your Account, you may be asked to destroy or return the Card to us. In any event, the Card linked to your Account will be automatically cancelled by us.

### **6.3 Ending or suspending these Terms and Conditions**

If we reasonably believe your Card, Account, PIN, Account Centre or Registered Mobile Device is being used in a way that may cause losses to you or us, we may cancel, restrict, or withhold use of your Card or Account at any time, without notice.

Further, we may cancel or suspend the use of your Account and/or Card or terminate these Terms and Conditions immediately, without prior notice, if:

- a) we believe your Account has been or is likely to be misused;
- b) you breach any of these Terms and Conditions;
- c) we suspect any illegal or unauthorised use of your Account or Card;
- d) you gave us, or we reasonably suspect that you have given to us false or inaccurate information;
- e) we believe that continuing to allow you to use your Account or the Card may cause us to be in breach of any law (including, without limitation, laws relating to anti-money laundering and combatting the financing of terrorism); or
- f) you no longer reside in the United Arab Emirates.

In any event we may close your Account for any reason other than the above by giving you at least thirty (30) days' prior notice. If we provide you with this thirty (30) days closure notice, you may be entitled to a refund of any Available Balance on your Account as set forth in these Terms and Conditions.

## **7. Mobile Services**

Mobile Services are optional mobile applets that may be available to download through your Registered Mobile Device. Mobile Services may enable you to use your Registered Mobile Device to perform transactions such as bill payments, balance enquiries and Customer Services communications.

## **8. Unauthorised Transactions**

IF YOU BELIEVE THAT ANY OF YOUR CARD, ANY REGISTERED MOBILE DEVICE, YOUR ACCOUNT DETAILS OR YOUR PIN OR PASSWORD HAVE BEEN LOST, STOLEN OR COMPROMISED, OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER FUNDS FROM YOUR ACCOUNT WITHOUT YOUR PERMISSION, YOU MUST CONTACT CUSTOMER SERVICES IMMEDIATELY. WE WILL NOT BE LIABLE FOR ANY LOSS SUFFERED BY YOU IF THERE IS ANY DELAY OR YOU FAIL TO NOTIFY US OF SUCH INCIDENT OR FACT.

Remember that if you have registered with Mobile Services, your Registered Mobile Device is a form of access to your Account, and therefore if it is lost or stolen, you must also be report to us, so that we may suspend your Mobile Services, from your Registered Mobile Device number.

### **8.1 Unauthorised use, loss or theft**

You must promptly notify us via Customer Services if:

- › Your Account is misused;
- › Any of your Cards are lost or stolen;
- › Any of your Cards are damaged or not working properly;
- › Any of your Cards are retained by an ATM, by reporting it as a lost card;
- › The security of your PIN or password are compromised in any way;
- › You are enrolled in Mobile Services, and your Registered Mobile Device is lost, stolen, or used without your authorisation; or
- › There is reason to believe any of the above might occur or might have occurred.

If there is a delay in you giving us this notification, you may be responsible for the losses occurring as a result of the delay, and the transactions performed with your Account may stand, resulting in the Available Balance being reduced accordingly. We shall not be held liable for such losses which is due to your delay in notifying us. Cards previously reported lost or stolen are permanently deactivated and cannot be used for any purpose.

### **8.2 Your liability for unauthorised transactions**

Once you have notified us that your Card or Registered Mobile Device has been lost or stolen, or your PIN or password may have been disclosed to someone else, you will not be liable after that time for any transactions by someone else accessing your Account.

You will not be liable for any loss before notifying us unless you have:

- › unreasonably delayed notifying us;
- › written your PIN on your physical Card or kept a written record of your PIN or password with or near your Card or recorded in your mobile phone;
- › kept your PIN or password in a form that can readily be identified as a PIN or password;
- › disclosed your password or PIN to someone else or failed to take reasonable care to prevent others from identifying your password or PINs, when for example, keying in your PINs;

- › allowed someone else to use your Card or to access your Account;
- › failed to reasonably safeguard your Card or any of your Card details;
- › contributed to or caused losses from unauthorised transactions as a result of your actions; or
- › otherwise failed to comply with these Terms and Conditions.

If any of the above events apply, you may be liable for all transactions before you notified us, or for any loss which could otherwise have been prevented up to the amount you yourself would have been able to access during the time before you notified us of the loss or theft of your Card, loss or theft of your Registered Mobile Device, or the disclosure of any of your Card details, PIN or password.

The limits on your liability set out above do not apply where you have acted negligently or fraudulently, either alone or together with any other persons.

You may be liable for all losses, including any consequential losses suffered by third parties, if you act fraudulently, either alone or together with any other persons. You may be liable for some or all losses arising from any unauthorised access, whether occurring before or after notification, if you have caused or contributed to that loss; for example, by failing to comply with these Terms and Conditions.

You are not responsible for:

- › any negligent or fraudulent conduct by any of our staff or agents or any parties involved in the provision of electronic banking services applicable to your Card and Account;
- › any incorrect charges against your Available Balance when the machinery used or system involved in a transaction is not working properly, unless you persist in using your Account when advised by a message or notice on display that the machinery or system is not functioning properly; or
- › any unauthorised transaction occurring either before you activate your Account or when it is proven that you could not have contributed to any loss you may have suffered.

We are not responsible for:

- › refusal by a VISA member to allow a cash withdrawal at their ATM;
- › any dispute between you and a merchant;
- › the actions of any merchant;
- › any action taken against you in connection with the fraudulent use of your Account;

Provided we have complied with our duty to act with reasonable care and skill and our other obligations under applicable law, we will not be liable:

- › for any claim that arises from acting reasonably in accordance with your instructions;
- › for any loss suffered by you or any third party due to matters outside our control (including, but not limited to, non-delivery of mail, machine failure, system failure, strikes, failure of an ATM or communication linkage failure resulting in you being unable to use your Card or Account);



- › for any delay in transferring funds to or from your Account;
- › for any action taken by us where any of your Card have been reported lost or stolen, or your Account details may have been disclosed or obtained by someone else, which results in a merchant refusing a transaction because he or she suspects that you do not own your Card(s) or Account;
- › for any losses which arise where you have acted negligently or have acted fraudulently, either alone or together with any other person(s); or
- › for either refusing to act on contradictory instructions given in respect of your Account or for acting on any one only of such contradictory instructions.

## **9. General**

### **9.1 Notice or Communications**

Subject to any applicable law, you agree that we or our agents may give written notices or other communications to you under or in connection with these Terms and Conditions either:

- › by writing to you at your residential or postal address last known to us;
- › by giving it to you personally or leaving it at your residential or postal address last known to us;
- › by electronic communication to your email address or Registered Mobile Device (if you have registered to use such services) last known to us or which you last gave us for sending notices and communications to you; or

If a notice or other communication is given to you by electronic communication, the content of the electronic notice or communication may be:

- › set out in the body of the email or text message;
- › included as an electronic document attached to the email; or
- › made available at your Account Centre for retrieval by you (with the email or text message advising you of this and of the general nature of the information, and giving you the ability to readily retrieve the information electronically).

If a notice or other communication is given to you:

- › in writing – you are taken to have received it when it would be delivered in the ordinary course of the post;
- › by giving it to you personally or leaving it for you – you are taken to have received it on the day of delivery; or
- › electronically – you are taken to have received it on the day it is transmitted.

In addition to the communications channels set out in these Terms and Conditions, we and our agents may give you a notice or other communication by using any method allowed or required by a law. If a law requires us or our agents to use a particular method, such method will be used.

You agree that, for the purpose of communications originated from or received by the Customer Services or through your Account Centre, and for the purpose of electronic communications received by the Customer Services or through your Account Centre, the Customer Services or the operator may:

- › verify your identity by reference to any or all of the information given by you or us (or our agents) during Activation or at any other time, or any changes made to this information; and
- › proceed on the basis that we or they are dealing with you if satisfied by that verification.

## **9.2 Change of personal details**

We rely on having accurate information about your personal details. If you change these details (for example your address telephone number or your email address), you must notify us promptly by logging onto your Account Centre or by calling the Customer Services.

You should also contact the Customer Services if you change your name.

We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with these Terms and Conditions, if the personal details you have provided are incorrect or obsolete.

## **9.3 Changes to these Terms and Conditions**

We may amend, supplement or replace these Terms and Conditions, including any fees and charges associated with the use of your Account, from time to time by giving you notice, as set forth above, or any method as determined by applicable law. We will also publish such amendments or changes to these Terms and Conditions on the Website and your Account Centre.

Publication of such amendments or changes by such method will constitute effective notice to you.

#### **9.4 Authorisation**

You hereby irrevocably and unconditionally consent and authorize (the Bank at any time and at its absolute discretion to:

- use any and all of your personal data, credit or financial information for any banking related purposes;- disclose/ release any and all of my personal data, credit or financial information, to other banks, financial institutions, debt collection agencies, credit bureaus, and/or any credit reporting agency, each of them to be known as "Receiving Party";

-seek and obtain any personal data, credit or financial information from any bank, financial institution, debt collection agency, credit bureaus and/or any credit reporting agency, each of them to be known as a "Disclosing Party"), You hereby authorize any Disclosing Party to share and/or disclose any and all of my personal data, credit and financial information with us;- pay on my behalf, any fees or charges applicable to seek or obtain information from any Disclosing Party. The Bank has the right to debit any amounts paid for such purposes from any of my accounts with the Bank and agree that such fees/charges are non-refundable.

Other than our gross negligence or willful misconduct you agree to indemnify and keep us indemnified, for and/or in respect of all or any actual loss or damage arising from the use, share and disclosure of any of my personal data, credit and financial information with Receiving Party. You further agree to indemnify and keep us indemnified for and/or in respect of all or any actual loss or damage arising from seeking/obtaining any of my personal data, credit and financial information from any Disclosing Party.

You understand that we makes no warranty concerning the accuracy, validity, and/or completeness of any such information whatsoever sought, obtained, or disclosed by us. therefore, you understand, agree and confirm that we will not be responsible for compensating me for any loss or damage, whether direct or indirect, that you may suffer as a result of the inaccuracy, invalidity and/or incompleteness of any such information.

#### **9.5 Other Rules and Regulations**

These Terms and Conditions shall be subject to the rules and regulations of Visa International (as amended from time to time) or UAE Central Bank or other relevant authority.

In addition to the above rules and regulations, these Terms and Conditions is also subject to the Bank policy, in which you shall not use the Card or allow any third party to use the Card in a transaction not acceptable to the Bank. All transactions involving merchants which the Bank is aware conducts a business not acceptable to the Bank, including but not limited to, alcohol, pork products, gambling, tobacco, casinos, bars, nightclubs, merchants selling and/or providing pornography related products and/or services will be declined. In case of such use, the Bank reserves the right forthwith without notice and without liability to you to cancel the Card and you shall immediately following such cancellation pay all outstanding amounts in respect of such cancelled Card to the Bank.

## **9.6 Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the Federal laws of UAE as applied by Abu Dhabi Courts to the extent such laws do not contravene the rules and principles of Shari'a. The court of Abu Dhabi shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms and Conditions.