CBD Credit Cards General Terms and Conditions

These Terms and Conditions are part of General Terms and Conditions of Accounts and Banking Services for Commercial Bank of Dubai.

Version – January 2018

The Customer's use or continued use of the Card shall constitute the Customer's acceptance of these Terms and Conditions.

1. DEFINITIONS

1.1. (a)'**Application'** means the CBD Credit Card Application Form to which these Terms and Conditions are attached.

(b) '**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.

(c) '**Bank'** means the Commercial Bank of Dubai.

(d) '**Billing Currency'** means United Arab Emirates Dirham.

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

(f) '**Card Account'** means the credit card account opened by the Bank for the purpose of entering all debits and credits, if any, received or incurred by the Cardholder(s) in respect of the Card.

(g) '**Card'** means as appropriate, a VISA or Master card issued by the Bank to a Cardholder, which can be a Principal Card, a Supplementary Card or a Replacement Card.

(h) '**Cardholder'** means an individual to whom a Card bearing such individual's name is issued by the Bank, whether principal or supplementary.

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

(j) '**Card Transaction'** means the purchase of goods, services, benefits or reservations (including, without limitation, any reservation made by a Cardholder for air, ship, rail, motor or other transportation, rental or hire, whether or not utilized by the Cardholder) and/ or receiving Cash Advances by the use of a Card, a Card Number or a PIN or in any other manner including, without limitation, mail, telephone or facsimile orders or reservations authorized or made by the Cardholder, regardless of whether a sales slip or Cash Advance or other voucher or form is obtained or signed by the Cardholder.

(k) '**Cash Advance'** means any amount obtained by the use of the Card, the Card number or the PIN or in any manner 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, travelers checks from a non-financial institution, person-to-person money transfers, , bail bonds, Quasi Cash as defined by, VISA and MasterCard).

(l) '**Cash Advance Fee'** means the fee charged by the Bank to the Card Account each time a Cardholder obtains a Cash Advance.

(m) '**Charges'** means amounts payable by a Cardholder arising from the use of a Card, a Card Number or a PIN or otherwise under these Terms and Conditions, which include, without limitation, fees, Finance Charges, additional expenses, damages, legal costs and disbursements and which will all be debited to the Card Account and form part of the Current Balance.

(n) '**Credit Limit'** means the maximum debit balance 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

(o) '**Current Balance'** means the total balance due for payment by the Cardholder(s) to the Bank as on the date of a Statement of Account which includes any Previous Balance and new balances representing Card Transactions, Cash Advances, interest and other Charges accruing in the then current Billing Cycle

(p) '**Deposit'** means the amount in cash placed with the Bank by a Cardholder, as specified by the Bank, as Security for the performance of the Cardholder's obligation(s).

(q) '**Finance Charges'** means the interest charged by the Bank to a Card Account on the Current Balance, where the outstanding balance is not settled in full on or before the Payment Due Date. The interest charged shall be calculated individually on each Card Transaction from the respective Transaction Date to the next Statement Date. The interest charged on the Cash Advance shall be calculated from the Transaction Date of the Card Advance until the Cash Advance is fully paid to the Bank, and the interest rate may vary at the sole discretion of the Bank. Finance Charges are subject to increase as determined by the Bank at its sole discretion from time to time in case the Cardholder is payment overdue or based on spend and payment pattern. Original Finance Charge rates may be reinstated solely at the Bank's discretion.

(r) '**Guarantee'** means any guarantee or security provided by the Cardholder or any third party in a form acceptable to the Bank as a security for the performance of the Cardholder obligations relating to the Credit Card.

(s) '**Late Payment Fee'** means the fee charged to a Card Account when payment is not received or posted to the Card Account on or before the Payment Due Date or the payment received is less than the Minimum Payment Due.

(t) '**Merchant'** means any, but not limited to, person, shop, Company, establishment or organization which accepts the Card or the Card Number as a method of payment for the purchase of goods, benefits, reservations, or services offered by it.

(u) '**Minimum Payment Due'** means a percentage of the Current Balance specified in a Statement of Account which is required to be paid by a Cardholder on or before the Payment Due Date in order to keep the Card Account active. Any Previous Balance shall be part of the Minimum Payment Due.

(v) '**Over Limit Fee'** means the fee charged to the Card Account if the Current Balance exceeds the Credit Limit at any time during any Billing Cycle.

(w) '**Payment Due Date'** means the date specified in a Statement of Account by which date payment of the Current Balance or any part thereof or the Minimum Payment Due is to be made to the Bank.

(x) '**PIN'** means the personal identification number issued by the Bank to a Cardholder for use with a Card where and when necessary.

(y) '**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.

(z) '**Previous Balance'** means the total outstanding balance due in respect of previous Billing Cycles but unpaid.

(aa) '**Principal Cardholder'** means the person who applies to the Bank for issuing one or more Cards, and in whose name the Card Account was first opened and maintained.

(bb) '**Replacement Card'** means a Card issued to an existing Cardholder to replace an existing Card.

(cc) '**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.

(dd) '**Statement Date'** means the date specified in a Statement of Account on which the Statement of Account is generated and printed.

(ee) '**Statement of Account'** means the monthly or other periodic statement of Card Account sent to the Primary Cardholder showing the particulars of the Current Balance incurred by the Primary Cardholder and the Supplementary Cardholder, if any, which are due and payable to the Bank.

(ff) '**Supplementary Cardholder'** means the person nominated by the Principal Cardholder to use the Card Account and in whose name the Bank issued a Supplementary Card.

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

(hh) **E-Statements/Email Statements -** Monthly Statements will be available for review Online by the Customer at www.cbd.ae/ 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 I/we agree and understand that I/we shall not be receiving hard copy statement(s) for any and all my/our accounts with the Bank.

1.2. Words used in these Terms and Conditions importing the singular number include the plural number and vice versa and words importing the masculine gender shall include the feminine gender.

1.3. In these Terms and Conditions, 'person' shall include an individual, a sole proprietor, a partnership, company, corporation, or other natural or legal person.

2. THE CARD

2.1. 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 favor 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 Card Account.

2.2. The Card shall, at all times, remain the property of the Bank and must be surrendered by the Cardholder to the Bank immediately upon the first request of the Bank or its duly authorized agent.

2.3. The Bank may, at its sole discretion, withdraw or discontinue a Cardholder's use of the Card at any time without prior notice.

3. CARD RECEIPT AND USAGE

3.1. The Cardholder may either collect the Card personally at the Bank's branch through which the Application was submitted or receive the Card by courier, at the Cardholder's own risk, to the address mentioned on the Application or to such other address as made available to the Bank by the Cardholder in writing.

3.2. Upon receiving the Card, the Cardholder shall sign the Card immediately. Such signature and/or first use of the Card constitutes binding and conclusive evidence that the Cardholder has read, understood, accepted, agreed with and is bound by these Terms and Conditions notwithstanding that the Bank is not notified of the Cardholder's receipt of the Card.

3.3. In order to activate the Card, the Cardholder shall, upon receiving the Card, call the Bank on the number specified and provide such personal Details as are required by the Bank which, at the absolute discretion of the Bank, will be sufficient evidence for the Bank to identify the caller to prove the Cardholder's identity and activate the Card.

3.4. The Cardholder undertakes not to misuse the Card in anyway which may lead to the Credit Limit being exceeded or otherwise in breach of the Terms and Conditions.

3.5. The Cardholder, whose name is printed or embossed on the face of the Card, is the only authorized person to use the Card. The Card may not be pledged as a security by the Cardholder for any purpose whatsoever.

3.6. The Bank may issue a PIN to the Cardholder for use at an ATM. 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.

f) 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.

(g)If the Credit Card is lost or stolen or the PIN is disclosed to any person, the Cardholder shall immediately notify the Bank on the phone numbers specified by the Bank from time to time and the police of the country where such loss or theft or disclosure occurred. Such notification shall be followed by signed written confirmation or email to the Bank within
48 hours of receipt of notice. Until receipt of such written confirmation, the Cardholder will be liable for all Credit Card Transactions on the Card Account. The Cardholder also undertakes to take all necessary steps to assist the Bank in recovering the missing Credit Card.

(h) 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.

(i) The Bank may at its sole discretion issue a replacement for any lost or stolen Card subject to the terms and conditions as the Bank may consider appropriate and at a fee determined by the Bank from time to time.

(j) In the event that the lost or stolen Card is recovered by the Cardholder, he shall immediately return the same cut in half to the Bank without using it. The Cardholder shall not use the PIN after reporting

4. SUPPLEMENTARY CARDS

4.1. The Bank may, at its sole discretion and upon the request of the Principal Cardholder, issue a Supplementary Card which will be charged to the Card Account.

4.2. These Terms and Conditions shall apply to the Supplementary Cardholders.

4.3. The validity of a Supplementary Card depends on the validity of the Principal Card. If the Principal Card is terminated or cancelled then the Supplementary Card will automatically be terminated or cancelled. However, the termination or cancellation of a Supplementary Card will not terminate or cancel the Principal Card.

4.4. The undertaking, liabilities and obligations of the Principal Cardholder to the Bank shall not be affected in any way by any dispute or counterclaim which the Principal Cardholder and the Supplementary Cardholder may have against each other. The Credit Limit assigned to the Primary Cardholder is inclusive of the Credit Limit of the Supplementary Card and the Primary Cardholder and the Supplementary Cardholder shall not permit the Current Balance to exceed the said Credit Limit. The validity of the Supplementary Card is dependent upon the validity of the Primary Card. the Primary Cardholder shall be fully liable to the Bank for all Charges and other liabilities incurred by the Primary Cardholder and the Supplementary Cardholder notwithstanding any legal disability or incapacity of the Supplementary Cardholder.

5. PAYMENT

5.1. The Cardholder accepts to pay the Bank, upon the request of the Bank, an annual fee for the issuance and renewal of the Card(s).

5.2. The Cardholder undertakes to pay all amounts outstanding and settle the entire liability resulting from the use of the Card(s) upon the first demand from the Bank.

5.3. The Cardholder is liable for all expenditure incurred using each Card.

5.4. The Bank shall send the Cardholder a monthly Statement of Account showing the amount of Current Balance and Charges due and payable to the Bank. Non-receipt of the Statement of Account shall not be construed by the Cardholder to be sufficient reason for not making payments on time. Any discrepancy in the Statement of Account should be reported to the Bank within the specified time period otherwise the Bank will assume the Statement of Account to be correct.

5.5. Payments in respect of all Card Transactions and all Charges shall be –credited to the Card Account in the Billing Currency and shall be reflected in the Statement of Account.

5.6. All payments shall be in the Billing Currency. If any payment is made in a currency other than the Billing Currency, commissions or other charges incurred by the Bank in converting such payment to the Billing Currency shall be levied on the Card Account.

5.7. All payments should be made no later than the Payment Due Date otherwise a Finance Charge will be charged to the Card Account. The Cardholder may choose not to settle the full Current Balance, in which case the Cardholder must pay:

(a) If the Current Balance doesn't exceed the Credit Limit, a minimum payment of 5% of the Current Balance or AED 100/- (whichever is higher);
(b) If the Current Balance exceeds the Credit Limit, the Minimum Payment Due and the excess of the Credit Limit, including any Over Limit Fee.

(c) If the Current Balance is less than AED 100/- then the Current Balance becomes fully payable.

5.8. If there is any Previous Balance and/ or excess over the Credit Limit is not paid, the Cardholder should pay:

(a) In case of the Current Balance not exceeding the Credit Limit, the current Minimum Payment Due and the previously unpaid Minimum Payment Due.

(b) In case of the Current Balance exceeding the Credit Limit, the previously unpaid Minimum Payment Due, the current Minimum Payment Due, the excess over the Credit Limit and the Over Limit Fee.

5.9. If the Cardholder fails to pay the Minimum Amount Due on or before the Payment Due Date, a Late Payment Fee will be charged to the Card Account.

5.10. If the Current Balance exceeds the Credit Limit at any time during any Billing Cycle, an Over Limit Fee will be charged to the Card Account.

5.11. All payments received by the Bank may be applied in the following order or such other order of priority as the Bank may think fit:

(a) All unpaid interest, fees, Cash Advances, Charges and other costs shown on any previous Statement of Account.

(b) All unpaid interest, fees, Cash Advances, Charges and other costs shown on the current Statement of Account.

(c) Balance Transfer/Installments due on any Installment Payment Plan transaction

(d) All unpaid Card Transactions shown on any previous Statement of Account.

(e) All unpaid Card Transactions shown on the current Statement of Account.

(f) All Cash Advances and Card Transactions not yet shown on the current Statement of Account.

5.12. The Bank may at its sole discretion vary the rates of the annual fees, handling charges, additional charges, interest, the Minimum Payment Amount Due, the Late Payment Fee or any other Charges.

5.13. The Bank may, at its sole discretion stop, suspend, terminate and/or cancel the Card if any payment due is not received for more than one (1) month after the date of the last Statement of Account being issued to the Cardholder.

5.14. The Cardholder agrees that the records of the Bank of any Card Transaction shall be conclusive and binding on the Cardholder for all purposes.
Subject to the Bank's sole discretion and without prejudice to the Bank's rights under these Terms and Conditions. If the Cardholder failed to pay the Minimum Payment Due on the Payment Due Date and the same remained unsettled till the date of the next Statement Date, the Bank will add the unsettled amount to the next Statement of Account in addition to any Charges and/or Fees.

5.15 Without prejudice to the Bank's rights at any time to take appropriate legal action against the Cardholder, the Bank may charge fees for any returned unpaid cheques drawn by the Cardholder as full or partial payment of the Current Balance or on the Card Account.

5.16 The Bank's acceptance of late payments or partial payments of the Current Balance in cash, by cheques or money orders marked as constituting payment in full or any waiver by the Bank or any indulgence granted to the Cardholder shall not prevent the Bank from enforcing any of its rights under the Terms and Conditions to collect the Current Balance or any amount due under these Terms and Conditions nor shall such acceptance operate to prevent the Bank from enforcing any of its rights under these Terms and Conditions to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of these Terms and Conditions in any respect.

5.17 The Cardholder agrees that if any sums shall be due from the Cardholder to the Bank at any time under the Card Account or any other account then the Current Balance on the Card Account shall become immediately due and payable.

5.18 The Cardholder agrees to make all payments in the billing currency (Card Currency) of the Card Account. If any payment is made in any other currency, the Bank reserves the right to convert such currency to UAE Dirham or the Card Currency subject to the Bank's prevailing exchange rate as on the date of posting the payment into the Card Account. Any payment made in the Card Currency will be credited to the Card Account only on the date that the Bank actually received the required funds in its books. Whereas payment if received in any other currency, such payment shall be credited to the Card Account after the date when the relevant funds have been actually received by the Bank after conversion into the Card Currency and credited to the Card Account.

5.19 Any payment made via online banking or any other kind of bank transfer shall only be regarded as having been received by the Bank upon the clearing of the proceeds paid to the Bank by the remitting bank. The Bank shall not be liable for any fees or Charges levied by the remitting bank to the Cardholder in effecting such payments to the Bank.

5.20 The non-receipt and/or late receipt of Statement of Account shall not be construed and considered by the Cardholder to be a sufficient reason for non-payment of the Total Payment Due or part thereof or the Minimum Payment Due

5.21 If the Cardholder pays the Bank any amount which is in excess of the Total Payment Due of the Card, the Bank retains the right as it deems necessary, to verify the reasons for such excess payments and accordingly to process or not to process such payments and to return the payments to the Cardholder.

6. AUTO DEBIT

6.1. 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.

6.2. 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"),.

6.3. 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.

6.4. 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.

6.5. 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 our Credit Card systems.

7. CASH ADVANCES

7.1. The Cardholder may, at the Bank's discretion, obtain a Cash Advance by the following means:

a) Presenting the Card at any designated office of the Bank or to any member institution of VISA /MasterCard International along with proper identification documents and signing necessary transaction records;

b) Using the Card at an ATM or the ATM of another bank member in Visa/ Master Card International.

7.2 The use of the Card by the Cardholder to obtain Cash Advances constitutes the agreement of the Cardholder to pay a Finance Charge and a Cash Advance Fee for each Cash Advance as prescribed by the Bank. The Finance Charge and Cash Advance Fee may vary from time to time at the sole discretion of the Bank.

7.3. The amount of Cash Advance available against the Card shall be proportional to the available Credit Limit in the Card and a Cardholder may use up to available cash limit (subject to overall available limit) to obtain a Cash Advance.

8. Over Limit Tolerance

'**Over Limit Fee'** means the fee charged to the Card Account if the Current Balance exceeds the Credit Limit at any time.

(a) In case the Current Balance exceeds the Credit Limit, the Minimum Payment Due, will include the over limit amount (balance minus limit) in full.
(b) If the Current Balance exceeds the Credit Limit at any time during any Billing Cycle, an Over Limit Fee will be charged to the Card Account.

If Transaction(s) undertaken by the customer, approved by the Bank (as an exception at its sole discretion) or transaction(s) not approved by the Bank and posted to Card account take the Card account over the assigned Credit limit, the Cardholder agrees to pay at least the minimum amount due on the Card (defined above) and the applicable Over limit fee to the Bank before the Card due date.

The Cardholder further undertakes not to affect any Card Transaction which may cause the Current Balance on the Card Account to exceed such Credit Limit. If in contravention of this provision, the Cardholder exceeds the Credit Limit the Cardholder shall, in addition to the Current Balance, pay to the Bank, upon demand by the Bank, the full sum by which the Credit Limit is exceeded and all related fees associated with exceeding the Credit Limit. In the event of a failure by the Cardholder to pay to the Bank the full sum demanded as aforesaid the Current Balance on the Card Account shall become immediately due and payable.

9. UAE Direct Debit System- Credit cards

9.1. By selecting the mode of payment under UAE Direct Debit System ("UAEDDS"), the card holder 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.

9.2. 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.

9.3.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).

9.4. 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.

9.5. 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.

9.6. 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.

9.7. 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.

9.8. 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).

10. Credit Card Installment Programs

10.1 Balance Transfer

•"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 his Card Account.
•At its sole discretion, the Bank reserves the right to accept or reject any Balance Transfer application.
•This Balance Transfer will be made available at the sole and absolute discretion of the Bank to selected credit card members.
•The maximum Balance Transfer value will be upon the discretion of the Bank (CBD) as a portion of the available CBD credit card limit.
•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 our 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 our Bank (CBD).

•Monthly minimum payment of 5% of the outstanding card balance (min AED100) will apply at the time of Balance Transfer processing.
•Processing fee will be applicable on balance transfer amount as communicated by the Bank (CBD)
•For a fee based Balance transfer, the interest rate applied on the outstanding Balance Transfer amount shall be 0% (Zero %) for a period of Six or Twelve months from approval of the application, where after the prevailing retail purchase interest rate will apply. All other out standings on the credit card account shall continue being levied interest at the prevailing interest rate.
•The Bank will not be liable for the payment of any overdue charges, late payment fees, finance charges, or any other charges/liabilities on other credit cards mentioned above that may occur due to any payment delay done from your end.
•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.
•The Bank reserves its right to cancel the offer and charge interest on the transferred amount at the prevailing interest rate from the Balance Transfer date, in the event of failure of payment of the minimum amount due on the payment due date.
•Customers are not allowed to do balance transfer from Normal CBD Credit card to CBD Now Credit card and Vice Versa.
•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.
•The Card Holder 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 Card Holder.
•The Card Holder 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 installments, etc. The Card Holder consents to the use of such recordings by the Bank.
•The Card Holder 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.
•The Card Holder 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.

10.2 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.

- 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 Five Hundred (AED 500) 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.
- EPP is available for purchases made on either the Primary Card or Supplementary Cards.
- 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.
- Cardholder interested in availing the EPP must after purchase of the goods, services, benefits or reservation contact the CBD Contact Center at their toll free number 800 223 **(600 575 556 effective from 1ST Feb'18)** and request to convert the Transaction to EPP. The Cardholder must also select the tenor of the EPP of Three (3), six (6), and twelve (12) months or such other tenors that may be offered by the Bank.
- Processing fee will be applicable on Easy Payment Plan as communicated by the Bank (CBD)
- If the Cardholder needs to make prepayment, he/she first contact Call center and request for cancellation. After Cancelation request he/she can make full payment. CBD will apply a cancellation fee as determined by CBD in its sole discretion to process such prepayment requests.
- The Cardholder shall be liable to pay the monthly installment billed to the Statement of Account regardless of the Cardholder's utilization or non-utilization of the Credit Card.
- Failure to pay 2 monthly payments, Plan will be closed. Closure fees AED 100/- will be debited and all outstanding will be considered with total outstanding on the card.

- The Bank will not be liable for any damage or loss incurred by the Cardholder arising out of the purchase, installation, 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 installments 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 installments to the Bank.
- 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 installments with respect to such transactions.
- The Card Holder 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 Card Holder.
- The Card Holder 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 installments, etc. The Card Holder consents to the use of such recordings by the Bank.
- The Card Holder 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.
- The Card Holder 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.

10.3 Cash On Call

Cash on Call facility provides customer the option to transfer cash from CBD credit card to his account with flexibility to pay in easy installments.

- 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.
- 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.
- Cash on call monthly interest will be debited on each billing date until end of plan and debited from card balances.
- Payment will be due starting from the first statement date after the cash on call is done on card.
- The interest charged on the Cash on call will be at a reducing basis calculation as decided by the Bank from time to time and will be levied upfront.
- Failure to pay 2 monthly payments, Plan will be closed. Closure fees AED 100/- will be debited and all outstanding Cash on Call will be considered with total outstanding on the card.

The Card Holder 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 Card Holder.

The Card Holder 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 installments, etc. The Card Holder consents to the use of such recordings by the Bank.

The Card Holder 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.

The Card Holder 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.

11. LOST CARDS/PIN

11.1. The Cardholder shall take reasonable precaution to prevent the Card from being lost or stolen.

11.2. The Cardholder shall immediately notify the Bank in case of loss or theft of the Card.

11.3. The Cardholder shall notify the Bank if he/she suspects unauthorized use of the Card is taking place.

11.4. The Bank will not be liable or responsible for the loss or theft of the Card and the Cardholder will be liable for all the Card Transactions until the Bank has been properly notified of the loss or theft of the Card.

11.5. The Cardholder will be liable for any unauthorized use of the Card to the extent permissible by law.

11.6. The Cardholder shall be and shall remain fully liable to make payments to the Bank for any debit to the Card Account arising from Card Transactions, 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.

11.7. The Bank may at its absolute discretion issue a Replacement Card and a new PIN for any lost or stolen Card under these Terms and Conditions or other terms and conditions as the Bank may deem fit.

(a)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.

(b)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

(c) If the Credit Card is lost or stolen or the PIN is disclosed to any person, the Cardholder shall immediately notify the Bank on the phone numbers specified by the Bank from time to time and the police of the country where such loss or theft or disclosure occurred. Such notification shall be followed by signed written confirmation or email to the Bank within 48 hours of receipt of notice. Until receipt of such written confirmation, the Cardholder will be liable for all Credit Card Transactions on the Card
Account. The Cardholder also undertakes to take all necessary steps to assist the Bank in recovering the missing Credit Card.

(d) 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.

(e) The Bank may at its sole discretion issue a replacement for any lost or stolen Card subject to the terms and conditions as the Bank may consider appropriate and at a fee determined by the Bank from time to time.

(f) In the event that the lost or stolen Card is recovered by the Cardholder, he shall immediately return the same cut in half to the Bank without using it. The Cardholder shall not use the PIN after reporting

12. RENEWAL

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

12.2. 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.

12.3. 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.

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

13. CANCELLATION OF CARD

13.1. Notwithstanding the payment provisions outlined under clause 5 above, 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.

13.2.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.

13.3. 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.

13.4. 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.

13.5. The Bank shall not be liable to refund the annual membership or renewal fee in the event of cancellation of the

Card(s).

13.6. 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.

13.7. 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.

14. NOTICES

14.1. The Cardholder must promptly notify the Bank in writing of any change in his/her employment, business and any other information stated in the Application.

14.2. If the Cardholder is away from the UAE for more than thirty (30) days, payments due under the Card Account should be settled seven (7) days prior to his/her departure.

14.3. If the Cardholder leaves UAE permanently the Bank reserves the right to cancel the Card upon notification of such departure.

14.4. All Cards, PIN, Statements of Accounts, demands or any other communication under these Terms and Conditions may be delivered personally or sent by courier to the address of the Cardholder as stated in the Application or other address of Cardholder as last notified to the Bank in accordance with Clause 11.1 above. Communications shall be deemed to be served to the Cardholder on the day of delivery if delivered by hand or on the next business day after posting if delivered by courier. All communications under these Terms and Conditions sent to either the Principal Cardholder or the Supplementary Cardholder shall be deemed to be sent to both of them.

14.5. Instructions sent by the Cardholder to the Bank through facsimile shall be considered valid and binding on the Cardholder and the Bank may act upon such instructions. The Bank may use copies of such facsimile transmissions as evidence in any court of law.

15. EXEMPTIONS AND EXCLUSION OF LIABILITY

14.1. The Bank shall not be liable for any loss or damage whatsoever incurred or suffered by the Cardholder by reason of the Bank, a Merchant, any other bank or financial institution, an ATM or any other party refusing a Card Transaction or refusing to accept the Card, the Card Numbers or the PIN or refusing to extend or provide Cash Advances.

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

15.3. In the event of any dispute between the Cardholder and a Merchant, any other bank or financial institution or any other person, the Cardholder's liability to the Bank shall not in any way be affected by such dispute or any counterclaim or right of set off which the Cardholder may have given against such Merchant or bank or financial institution or person.

15.4. The Bank shall bear no responsibility or liability towards the Cardholder for any loss or damage to the Cardholder arising from any disruption, failure or defect in any ATM, electronic device, communication system, facilities, data processing system, transaction link, or any other cause or reason whether beyond the control of the Bank, or otherwise that prevents the Cardholder from completing a Card Transaction.

16. INDEMNITY

The Cardholder undertakes and agrees to indemnify the Bank against any loss, damage, liability, costs, and expenses whether legal or otherwise which the Bank may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Bank's right as herein provided.

17. GENERAL

17.1. The Cardholder undertakes to sign such further documents from time to time as required by the Bank.

17.2. The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Cardholder under these Terms and Conditions.

17.3. The Cardholder authorizes the Bank to record any instruction and to use such records as evidence in a court of law or other legal proceedings.

17.4. The rights and remedies provided under these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.

17.5. These Terms and Conditions are binding upon the Cardholder and cannot be assigned to anyone else.

17.6. Each of these Terms and Conditions shall be severable and distinct from one another. If at any time any one or more of these Terms and Conditions is found to be invalid, illegal or unenforceable, the remainder of these Terms and Conditions shall be unaffected by such unenforceability, invalidity or illegality.

17.7. The Bank may at any time waive any of these Terms and Conditions or any default or breach by the Cardholder, provided that such waiver is given in writing by the Bank. No waiver shall be inferred from or implied by any act or omission of the Bank unless expressed in writing by the Bank. Any waiver shall operate only as a waiver of the particular matter to which it relates and shall not operate as a waiver or release of any of these Terms and Conditions.

18. SET OFF

18.1. In addition to the general right to set-off or other rights conferred by the Law to CBD, the Primary Cardholder agrees that CBD may in its absolute discretion at any time and without notice combine and consolidate all or any account(s) held either individually or jointly, of the Card holder with CBD of whatever description and wherever located and whether in UAE Dirhams or in any other currency and set-off or transfer any sum standing to the credit of any such account(s) in or towards discharge of all sum due to CBD under the Card Account and any other account(s) of the Card holder with CBD of whatever description wherever located and whether in UAE Dirhams or any other currency and may do so notwithstanding that the balance on such account(s) and the sums due may not be expressed in the same currency and the card holder hereby authorizes CBD to offset any such combination, consolidation, set-off or transfer with the necessary conversion at CBD's prevailing exchange rates which shall be determined by CBD at its absolute discretion.

18.2. For the purpose enabling CBD to preserve intact the liability of any party including the Card holder once a writ or summons has been issued or to prove the bankruptcy or insolvency of the card holder or for such other reasons as CBD thinks fit, CBD may at any time place and keep for such time as CBD may think prudent any monies received, recovered or realized hereunder or under any other security to the Credit of the Card holder as CBD shall think fit without any intermediate obligation on the part of CBD to apply the same or any part thereof in or towards the discharge of the sums due and owing to CBD.

19. DISCLOSURE OF INFORMATION

19.1. The Cardholder irrevocably authorizes and permits the Bank to disclose and furnish information concerning the Cardholder and his/her affairs, including, but not limited to, the account of the Cardholder to the Bank's regulators,

associates, branches, assignees, agents, or other parties authorized by the Bank. The Bank may check the Cardholder's credit standing at any time as and when the Bank deems fit without reference to the Cardholder.

18.2. The Cardholder consents to the disclosure of the Card Number or the address of the Cardholder as stated in the Application or other address of Cardholder as last notified to the Bank in accordance with Clause 11.1 above to any bank or VISA/MasterCard International or its successor, the Merchants and other interested persons.

20. VARIATION OF TERMS

20.1. 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 which shall immediately become binding on the Cardholder. Such variation, amendment, modification and/or alteration shall be notified to the Cardholder by the Bank either in writing or by publication thereof or by such means as the Bank may determine fit.

20.2. 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.

21. CARD CONVERSION

21.1 The Cardholder may at any time notify the bank in writing of his intention to convert his existing Card to another Card offered by the Bank. The request of the Cardholder shall be subject to approval by the Bank, payment of any applicable fees for the purpose of conversion and agreement to such terms and conditions as the Bank may require.

21.2 If the Bank approves the request of the Cardholder to convert his Card, all Charges and other liabilities under the existing Card Account shall be transferred to the new Card Account. It is also understood that, if the Bank approves the conversion, the rewards program or other benefits earned on the existing Card by virtue of the customer loyalty program prevalent on the existing Card shall be converted into the rewards program or any other program or benefit of the converted Card at the discretion of the bank.

21.3 At its sole discretion, the bank may decide to convert the card to a different product type as it deems fit

22. FINANCE CHARGES CHANGES

Finance Charges are subject to increase as determined by the Bank at its sole discretion from time to time. In case the payment of the Card account is overdue, finance charges on the table below will apply. Original Finance Charges may be reinstated solely at discretion of the bank.

Number of payment(s) over due	Monthly finance charge	Revert to Monthly finance charge of lower rate at discretion of bank
1	3.39%	If after 2 consecutive cycles account is current (Payment Not Overdue)
>=2	3.59%	If after 6 consecutive cycles account is current (Payment Not Overdue)

E-tijari Web card Terms & Conditions

These Terms and Conditions are part of General Terms and Conditions of Accounts and Banking Services for

Commercial Bank of Dubai.

1. DEFINITIONS

In these Terms and Conditions unless otherwise defined hereunder, terms and expressions shall have the same meanings as ascribed to them in the Commercial Bank of Dubai Credit card Terms and Conditions (the "Credit Card Terms") (as applicable)..

1.1. 'Application' means the Bank's application form for applying the E-tijari Web card.

1.2. 'E-tijari Web card' means the Commercial Bank of Dubai Etijari Web card issued by the Bank to a Cardholder.

1.3. 'EW Cardholder' means the person to whom an E-tijari Web card is issued by the Bank.

1.4. 'Credit Card' means the credit card issued by the Bank to the Cardholder in accordance with the Credit Card Terms.

1.5. 'E-tijari Web card Transaction' means the amount charged by the Bank or a Merchant for goods, services, benefits or reservations obtained by the use of the E-tijari Web card number or in any other manner on the internet authorized or made by the EW Cardholder, regardless of whether a sale or other voucher or form was signed by the EW Cardholder.

1.6. 'Credit Limit' means the maximum debit balance permitted by the Bank for the E-tijari Web card, which shall be part of the Credit Limit originally assigned to the Cardholder under the Credit Card Terms (if applicable).

1.7. 'Merchant' means any person supplying goods and/or services on the internet who accepts the E-tijari Web card as means of payment or reservation by the EW Cardholder.

2. ELIGIBILITY

2.1. The E-tijari Web card shall be available to both the customers of the Bank as well as to persons who are not customers of the Bank, provided that they meet the criteria for issuing a E-tijari Web card provided by the Bank.

2.2. All the terms and conditions applicable to the Cardholder under the Credit Card Terms shall apply to the EW Cardholder.

2.3. Upon termination of the use of the Credit Card and the termination of the Credit Card Terms for whatever reason, the E-tijari Web card issued hereunder shall also be terminated. However, termination of the E-tijari Web card or these Terms and Conditions, for whatever reason shall not terminate the Credit Card(s) or the Credit Card Terms.

3. COLLECTION OF CARD

3.1. The Cardholder may either collect the E-tijari Web card in person at the Bank's branch where the Application was submitted or receive the E-tijari Web card by courier, at the EW Cardholder's own risk, to the address mentioned on the Application or to the address made available to the Bank by the EW Cardholder in writing.

3.2. In order to activate the E-tijari Web card, the Bank at its absolute discretion requires the EW Cardholder, upon receiving the E-tijari Web card, to communicate agreement to these Terms and Conditions either in writing by signing and returning the acknowledgment included with the E-tijari Web card to the Bank or by calling the Bank on the number specified. The confirmation by the caller of the EW Cardholder's identity by provision of such personal details as are required by the Bank will be sufficient evidence for the Bank to identify the caller.

3.3. The use of the E-tijari Web card constitutes binding and conclusive evidence of the EW Cardholder's agreement

to be bound by these Terms and Conditions notwithstanding that the Bank is not notified of the EW Cardholder's receipt of the E-tijari Web card. In the event that the Cardholder does not want to be bound by these Terms and Conditions, he/she shall cut the E-tijari Web card in half and return both halves to the Bank.

4. USE OF CARD

4.1. The E-tijari Web card is issued for payment of purchases of goods and/or services on the internet, which payment may be charged to the Card Account.

4.2. The E-tijari Web card cannot and shall not be used for the payment of any purchase of goods and/or services at outlets, stores or shops using point of sale terminals or require the physical presence of the EW Cardholder or the E-tijari Web card at the outlet.

4.3. The E-tijari Web card cannot and shall not be used for any ATM transaction affected through the EW Cardholder's other accounts.

4.4. All E-tijari Web card Transactions conducted through the E-tijari Web card shall be debited to the Card Account and a separate monthly Statement of Account for the Card Account will be sent to the Cardholder.

5. PAYMENT

5.1. The EW Cardholder agrees to pay the Bank upon request of the Bank an annual fee as prescribed by the Bank when the E-tijari Web card is issued or renewed. The Bank may, from time to time, change the amount of the fees or charges payable by the EW Cardholder and the period of time within which the fees and charges are payable by the Cardholder under these Terms and Conditions. Such changes shall apply from the effective date specified by the Bank.

5.2. The Bank shall be entitled to treat any sales draft, transaction record, or other charge record bearing the EW Cardholder's name, the E-tijari Web card number and/or the expiry date of the E-tijari Web card as evidence of debt properly incurred by the EW Cardholder to be debited to the Card Account.

5.3. All E-tijari Web card Transactions shall be debited to the Card Account and the Cardholder remain liable to make the payments regardless of any disputes arising from any transactions, goods or services supplied by Merchants, whether with or without the knowledge of the EW Cardholder and irrespective of whether the E-tijari Web card Transaction where authorized by the Cardholder or not.

6. MISCELLANEOUS

6.1. The Bank may at any time recall the E-tijari Web card with or without giving prior notice to the EW Cardholder. The EW Cardholder shall immediately after such recall return the E-tijari Web card (s) cut in half to the Bank and make full repayment of all charges and liabilities to the Bank.

6.2. The EW Cardholder shall use reasonable precautions to prevent the loss or theft of the E-tijari Web card and the disclosure of the E-tijari Web card number and the expiry date. In case of lost or theft of the E-tijari Web card the EW Cardholder must immediately notify the Bank in accordance to the adopted procedure for notifying the loss of the Credit Card.

6.3. The Bank reserves the right to change the E-tijari Web card designs at any time without prior notice.

6.4. The Bank at its sole discretion may change any of the above Terms and Conditions without assigning any reason whatsoever.

6.5. These Terms and Conditions shall be governed by and construed in accordance with the laws of the U.A.E.