

simplylife

for life's important moments

TERMS AND CONDITIONS

simplylife.ae

بنك أبوظبي التجاري
from **ADCB** 

Part 1

General ADCB Credit Card Terms

This Clause applies to any Cards that you hold and must be read together with the other applicable parts of these Terms and Conditions that apply to the specific type of Card.

1.1 Whose property is the Card?

- ▶ Your Card is, and will at all times remain, the property of ADCB and must be surrendered to ADCB immediately upon request by ADCB or its duly authorized agent.

1.2 Can you have more than one Card for your Card Account?

- ▶ You may request a Supplementary Card to be issued to a party nominated by you and approved by ADCB. ADCB may from time to time place limits on the number of Supplementary Cards that you can request. There may also be a Charge for any Supplementary Cards issued, as set out in the Schedule of Fees. These Terms and Conditions will also apply to a Supplementary Cardholder.
- ▶ As a condition to issuing a Supplementary Card, ADCB may also require the Supplementary Cardholder to complete a Form or to provide any further information requested by ADCB. Where the completion of a Form by the Supplementary Cardholder is not required by ADCB, you, as Primary Cardholder, confirm that the Supplementary Cardholder has been notified of and consented to the disclosure of his/her information to ADCB.
- ▶ The Supplementary Cardholder's use of the Supplementary Card will constitute binding and conclusive evidence of his/her confirmation to be bound by these Terms and Conditions.
- ▶ You will indemnify and hold harmless ADCB and its Affiliates from any Liability arising out of the use of your Card by any Supplementary Cardholder, including for any breach of these Terms and Conditions. It is your responsibility to ensure that each Supplementary Cardholder complies with these Terms and Conditions.
- ▶ ADCB will not send a Statement of Account to any Supplementary Cardholder. Card Transactions effected by a Supplementary Cardholder will be reflected in the Statement of Account that is sent to the Primary Cardholder.
- ▶ All Bank Communications sent to the Primary Cardholder or any Supplementary Cardholder will be deemed to be sent to both. You agree that ADCB may provide information about the relevant Card Account to the Supplementary Cardholder. Neither ADCB nor its Affiliates shall be responsible for any Liability arising out of a Bank Communication intended for the Primary Cardholder being sent to the Supplementary Cardholder.
- ▶ Unless you instruct ADCB otherwise, upon expiry of a Supplementary Card, ADCB will provide a renewed Supplementary Card which will be sent to your Address (as the Primary Cardholder), or which, upon your request, can be collected by you (as the Primary Cardholder) from an agreed Branch.

- ▶ ADCB may, at any time, cancel or restrict the use (including amending the Card Limit) of any Supplementary Card and demand its return. While ADCB will reasonably endeavour to notify you before exercising this right, it will have the right to do so without notifying you in advance.
- ▶ In the event of the Primary Cardholder's death, bankruptcy, insolvency or loss of mental capacity, all Supplementary Cardholders must immediately cease to use their Supplementary Cards and return them to ADCB.
- ▶ If there is ever any dispute between you and any Supplementary Cardholder, your obligations to ADCB will not in any way be affected by such dispute. ADCB will continue to share information about the Card, the Card Account and the Supplementary Card with you and any Supplementary Cardholder until ADCB receives notice from the Primary Cardholder requesting the cancellation of their Supplementary Card.

1.3 How do you use your Card?

- ▶ Upon receipt of your Card, you must immediately follow any instructions provided by ADCB with regard to the activation and use of your Card. For example these may involve setting up a PIN for use at any Self Service Terminal that will accept your Card. You will not be able to use your Card until you complete the required procedures.
- ▶ Any Supplementary Card must be activated by the Primary Cardholder.
- ▶ A Card has a Chip feature in addition to a magnetic strip. The Chip may be accepted by certain Terminals and where a Terminal does not accept the Chip, you may be able to effect Card Transactions by using the magnetic strip or Contactless Technology feature instead.
- ▶ In order to effect a Card Transaction and depending on the particulars of the transaction, you may be required to do any one or more of the following:
 - enter a PIN or an OTP when prompted;
 - physically sign for a Card Transaction;
 - use a Contactless Technology feature; and/or
 - any other actions required by ADCB from time to time.
- ▶ With regard to transactions that require an OTP, ADCB will send the OTP to your registered mobile number and email address (as shown in the Records). If a Supplementary Card is used for a transaction that requires an OTP, ADCB will send the OTP to the registered mobile number and email address of the Supplementary Cardholder (as shown in the Records). As Primary Cardholder, you must ensure that your contact details (and those of any Supplementary Cardholder) are always up to date with ADCB.
- ▶ Any Card Transaction made after the Cut-off Time is treated as a next Business Day value transaction. ADCB may, from time to time, set or change the Cut-off Time, in its sole discretion and without notice or responsibility for any Liability on its part.
- ▶ As part of its authorisation and fraud prevention procedures, ADCB may also refer an authorisation request back to the Merchant and request further details or identification from you or the Cardholder. ADCB may in its sole discretion contact you (including on a recorded line) to verify a Card Transaction.

- ▶ Repeated failure to input the correct PIN or OTP may result in your Card becoming blocked or in the imposition of other restrictions on its use, as prescribed by ADCB from time to time.
- ▶ ADCB reserves the right in its sole discretion to replace or cancel your Card or to add, replace, reset or cancel your PIN or OTP or any other security or authentication features with respect to your Card.

1.4 Can you use your Card at Self Service Terminals?

- ▶ You may use your Card on ADCB's Self Service Terminals as well as on any other Self Service Terminals permitted by ADCB from time to time.
- ▶ Certain services are only available when you use your Card at ADCB's Self Service Terminals.

1.5 How can you use your Card's Contactless Technology feature?

- ▶ Your Card may have a Contactless Technology feature. Subject to certain restrictions and limits, this allows you to enter into Card Transactions, with selected Merchants, without the requirement to enter your PIN, OTP or to sign, except where required for security reasons.
- ▶ Card Transactions effected via a Contactless Technology feature will be subject to any applicable maximum value per transaction (currently AED 100), any maximum number of transactions per day and any maximum cumulative value of transactions per day. These limits are subject to change by ADCB (in its sole discretion) and may also vary from Merchant to Merchant and from country to country, and may also vary depending on the type/category of Card.
- ▶ Such limits may not be within ADCB's control, and neither ADCB nor its Affiliates shall be responsible for any Liability arising out of such limits (or changes thereto) or the inability to effect a Card Transaction via the Contactless Technology feature due to such limits (or changes thereto).
- ▶ Please refer to the Website, or otherwise contact ADCB, for further information on these limits and restrictions.
- ▶ If a Card Transaction would lead you to exceed any of the limits referred to above, you may be required to enter your PIN, or sign, in order to effect the Card Transaction.

1.6 What can ADCB use as evidence of your Card Transactions?

- ▶ ADCB may treat the following as evidence of a properly effected Card Transaction:
 - ▶ Any transaction record, credit voucher, cash disbursement slip or other charge record;
 - ▶ The Records of your Card Transactions including, but not limited to, any Records in any medium related to transactions effected via the internet, Electronic Banking or a Self Service Terminal; and/or
 - ▶ Any other evidence which ADCB, in its sole discretion, is willing to accept from time to time including, but not limited to, records of a Merchant.

1.7 Are there any spending or withdrawal limits?

- ▶ Your Card may be used for Card Transactions:
 - up to the Card Limit; and
 - within the validity period of the Card.
- ▶ You must ensure that you do not exceed the Card Limit of your Card Account. You must also not allow any Card Charges to cause you to exceed the Card Limit. See Clauses 10.5 of part 2 and 4.3 of part 5 (as applicable) for the implications of exceeding the Card Limit of your Card Account.
- ▶ If any Card Transaction would lead you to exceed the Card Limit of your Card Account, ADCB reserves the right, in its sole discretion, to decline that Card Transaction.
- ▶ If you wish to make withdrawals from your Card Account by way of a Cash Withdrawal or Cash Advance (as the case may be), such withdrawals (whether in AED or a foreign currency) will be subject to any applicable limits on the size of the withdrawals (whether on an individual withdrawal basis or on a daily basis) as well as the number of withdrawals per day, as permitted by ADCB from time to time in its sole discretion. If you use your Card to make withdrawals at any
- ▶ ATM (whether in the UAE or abroad), each withdrawal will be subject to the applicable individual and/or daily withdrawal limit of such ATM and any individual and/or daily withdrawal limits that ADCB may have specified for your Card Account.
- ▶ The limits on withdrawals are subject to change by ADCB (in its sole discretion) and may also vary between ADCB ATMs and non-ADCB ATMs and from country to country, and may also vary depending on the type/category of Card. Such limits may not be within ADCB's control, and neither ADCB nor its Affiliates shall be responsible for any Liability arising out of such limits (or changes thereto) or the inability to effect a withdrawal from your Card Account due to such limits (or changes thereto).
- ▶ Please refer to the Website, or otherwise contact ADCB, for further information on these limits.

1.8 Can ADCB decline your Card Transaction?

- ▶ Even if your Card Limit has not been reached, ADCB will be entitled, at any time, without giving notice or reason and without responsibility for any Liability on its part, to withdraw and/or restrict your right to use your Card or to decline any Card Transaction. Without restricting ADCB's general right to vary these Terms and Conditions under Clause 5 of this part, this may occur in any of the following circumstances:
 - The Card Transaction would cause a breach of these Terms and Conditions;
 - Any information that you have given to ADCB is suspected or turns out to be untrue or incorrect;
 - you do not provide ADCB with any information that it requests from time to time under these Terms and Conditions;
 - any of your Accounts or transactions (as applicable) are suspended, frozen, blocked or put on hold in accordance with Clause 16.1 of this part;
 - your UAE residence visa expires or is cancelled;

- ▶ ADCB believes that there is a risk that you may not be able to meet your obligations to it (such as but not limited to bankruptcy or similar proceedings being commenced against you);
- ▶ ADCB has reasonable grounds to suspect that you or any third party has committed or is about to commit a crime or other violation of any Applicable Laws in connection with the use of your Card and/ or Card Account;
- ▶ ADCB suspects fraud or misuse of your Card (you may be asked for further information, including verification of your identity, when we are asked to authorise a transaction);
- ▶ ADCB receives adverse information about your credit-worthiness from a credit reference agency;
 - you do not use your PIN when you use your Card at a Terminal which requires you to use a PIN;
 - the Card Transaction would cause you to exceed your Card Limit;
 - you have not provided ADCB with any requested documents or information; and/or for any other valid reason.

1.9 Are there any charges for using your Card?

- ▶ Card Charges will apply to your use of a Card from time to time. ADCB is authorised to debit Card Charges from your Debit Card Account and charge Card Charges to your Credit Card Account.

1.10 What are the matters for which ADCB is not responsible?

- ▶ In addition to any other exclusion of its Liability under these Terms and Conditions, to the fullest extent permitted under Applicable Laws, neither ADCB nor its Affiliates will be responsible for any Liability arising out of:
 - any Unforeseen Circumstances, including any malfunction or failure of your Card or any Terminal (including the facilities provided by it);
 - any Card Transactions whether or not they are:
 - effected via the internet; effected with your PIN, OTP, knowledge or express or implied authority; or the result of a fraudulent act (unless the fraudulent act was by ADCB);
 - ADCB, a Merchant, any other bank, financial institution, Card Scheme Provider or any Terminal or other party refusing to:
 - allow a Card Transaction;
 - accept your Card, its number, OTP or PIN; or Consumer Banking Terms and Conditions provide Cash Withdrawals or Cash Advances (as the case may be) up to the Card Limit, Cash Advance Limit or otherwise;
 - any failure by ADCB to perform any of its obligations under these Terms and Conditions, if such proper performance would result in ADCB being in breach of any Applicable Laws or ADCB Policies;
 - with respect to goods or services acquired with a Card, any:
 - defect or deficiency in such goods or services;
 - breach, shortcoming or non-performance by a third party; or
 - loss or injury including by reason of any mechanical or other malfunction of any such goods or services;
 - the malfunction of any Terminal or disruption of communication systems, bank or other domestic/international payment networks;
 - any misstatement, misrepresentation, error or omission in any details disclosed by ADCB arising out of circumstances outside of ADCB's control; or
 - any damage to your credit rating and reputation relating to the decline of any Card Transaction or the repossession of your Card,

including any request for its return or the refusal of any third party to honour or accept your Card.

- ▶ You will indemnify and hold harmless ADCB and its Affiliates against any Liability arising out of:
 - any breach by you of these Terms and Conditions or the enforcement of ADCB's rights (including attorneys' fees and other expenses) hereunder;
 - ADCB acting in good faith upon your instructions;
 - any dispute between you and any third party in connection with a Card Transaction;
 - your failure to observe the security measures under these Terms and Conditions, or as otherwise instructed to you by ADCB from time to time;
 - the exercise by ADCB of its right to demand and procure surrender of your Card prior to the expiry date printed on its face, whether such demand or surrender is made and/or procured by ADCB or any other party; and/or
 - your negligence, wilful misconduct or fraud.
- ▶ All such costs and expenses may be debited from or charged to (as the case may be) your Card Account and will be payable by you. For the avoidance of doubt, your obligations to indemnify ADCB and its Affiliates will continue even after you cease to hold a Card.
- ▶ Your obligations to ADCB will not be affected by any dispute, counterclaim or right of set-off between you and any Merchant, bank, financial institution or any other party.

1.11 Can you let anyone else use your Card?

- ▶ You must not allow your Card, PIN and OTP to be used by any other party and you must at all times ensure that your PIN and OTP are not disclosed to any other party and that your Card is kept in a safe and secure place.

1.12 What happens if your Card is lost, stolen or damaged or if somebody else finds out your PIN or OTP?

- ▶ If your Card is lost, stolen or damaged, or if the PIN or OTP are disclosed to or discovered by any other party, you must immediately notify ADCB of the incident by contacting ADCB. If necessary under the laws of the country in which such incident occurred, you will also need to report the incident to the police in that country.
- ▶ If you recover the lost or stolen Card, you must immediately destroy it.
- ▶ Neither you nor any Supplementary Cardholder may use the PIN or OTP after their disclosure to or discovery by any other party.
- ▶ ADCB may in its sole discretion, and subject to your payment of any relevant Charges, issue a replacement for any lost, stolen or damaged Card or for a new PIN or OTP. The replacement Card may have a new expiry date and/or card number.

1.13 What if there is unauthorised use of your Card by a third party?

- ▶ You must immediately notify ADCB if you become aware of any unauthorised use of your Card by a third party.

- ▶ If ADCB decides in its sole discretion to investigate any alleged unauthorised Card Transactions, you must cooperate with ADCB and the police to investigate the incident and, if applicable, to recover any lost or stolen Cards.
- ▶ ADCB will only be responsible for a Card Transaction due to the unauthorised use of your Card after you have reported the loss or theft of your Card or the unauthorised Card Transaction to ADCB in accordance with Clause 6.2 of this part and provided that you have taken the required security measures under Clause 6.1 of this part.
- ▶ Where, following an investigation, ADCB determines in its sole discretion that there has been an unauthorised Card Transaction, ADCB will reverse the unauthorised Card Transaction.
- ▶ If ADCB later becomes aware of evidence that shows that ADCB was not responsible for the Card Transaction or that the Card Transaction was not unauthorised, ADCB retains the right to charge-back, as from the date when the Card Transaction was effected, the Card Transaction amount along with any Charges, foreign currency conversion costs, losses and any additional fees and expenses incurred by ADCB in investigating the Card Transaction (including, if applicable, any interest that would accrue if the Card Transaction resulted in your Account becoming overdrawn).
- ▶ If you notify ADCB of a Card Transaction as "unauthorised" and it is later determined to be valid, you may be liable to pay an administrative Charge.

1.14 What happens if you have a dispute with a third party in relation to a Card Transaction?

- ▶ If there is any dispute between you and any third party in relation to a Card Transaction, your obligations to ADCB will not in any way be affected by such dispute or by any opposing claim or right of set off that you may have against such party.

1.15 Can you revoke or cancel a Card Transaction?

- ▶ You cannot revoke a Cash Withdrawal or a Cash Advance (as the case may be) after you have confirmed the withdrawal on the relevant Self Service Terminal.
- ▶ If you wish to cancel a Card Transaction after entering your PIN, OTP, signing or otherwise confirming it, you will need to contact the relevant Merchant.
- ▶ If you wish to cancel a recurring Card Transaction (such as a monthly payment) set up with a third party payee, you must notify the third party payee directly. If you wish to cancel a recurring Card Transaction (such as a monthly payment) set up with ADCB, you must notify ADCB.

1.16 Will you receive a Statement of Account?

- ▶ You, as Primary Cardholder, will receive a Statement of Account in accordance with Clause 15 of this part.
- ▶ If you have any reason to dispute a Card Transaction, you must notify ADCB within 30 days from the date of your Statement of Account in accordance with Clause 15.4 of this part.

1.17 Can ADCB suspend your Card?

- ▶ ADCB may at any time, in its sole discretion, withdraw, restrict or suspend your right to use your Card (including any Supplementary Card) or impose limits on all or some categories of Card Transactions, notwithstanding, amongst other things, that you have not exceeded the Card Limit of your Card Account. While ADCB will reasonably endeavour to notify you before exercising this right, where permitted by Applicable Laws, it will have the right to do so without notifying you in advance.
- ▶ Your use of your Card may also be suspended immediately upon the suspension of your Account(s) (as set out in Clause 16.1 of this part).

1.18 Can your Card be cancelled?

- ▶ While ADCB will reasonably endeavour to give you prior notice before cancelling your Card, where permitted by Applicable Laws, ADCB may cancel your Card without prior notice (by recall, termination or non-renewal):
 - at any time in ADCB's sole discretion;
 - if ADCB suspects Card fraud or theft;
 - upon your death, loss of mental capacity, bankruptcy or insolvency;
 - if ADCB reasonably believes that you have left the UAE to take up residence elsewhere;
 - if ADCB is unable to reach you at your Address, despite having made reasonable attempts to do so;
 - your employment is terminated for any reason;
 - you breach any of your obligations under these Terms and Conditions;
 - you fail to pay the Minimum Payment Due without ADCB's prior approval;
 - any information provided by you to ADCB is incorrect;
 - any undertaking provided by you under these Terms and Conditions is invalid or breached;
- ▶ ADCB determines that there are grounds which could lead to your inability (or those of your guarantor, if applicable) to fulfil your obligations to ADCB;
 - upon closure of your Card Account; or
 - if you fail to pay any sums to ADCB when due.
- ▶ Upon cancellation of your Card you must destroy it and immediately cease to use it. All Supplementary Cards issued in relation to your Card will also be cancelled and must be destroyed. Any applicable Charges will be immediately due and payable to ADCB.
- ▶ Any annual fee which was paid by you before cancellation of your Card will not be refunded.
- ▶ Cancellation of your Card will not affect your obligations towards ADCB. You will remain liable for any Card Transactions that ADCB considers to have been initiated by you, a Joint Account Holder, your Guardian, your Nominee or a Supplementary Card Holder and you will remain bound by these Terms and Conditions after cancellation of your Card.
- ▶ You or (if applicable) your Guardian, estate, administrator or executor will be responsible for repaying in full any outstanding liabilities on your Card Account and will keep ADCB indemnified for all costs (including legal fees and Card Charges) incurred in recovering such outstanding balances.

1.19 Can you cancel your Card?

- ▶ You may cancel your Card at any time by notifying or calling ADCB.
- ▶ You may (as Primary Cardholder), at any time, request ADCB to cancel a Supplementary Card. The cancellation of a Supplementary Card, for whatever reason, will not cancel your Card.

1.20 Can you use your Card abroad?

- ▶ You can use your Card abroad at designated Merchants and Terminals, however there may be local restrictions in some countries which may affect your use of your Card.
- ▶ All Card Transactions effected abroad or in a foreign currency constitute a payment at a branch and a remittance to the country where the withdrawal or transaction is carried out (at the then applicable exchange rate as determined by the Card Scheme Provider).
- ▶ Use of your Card abroad will not in any way (i) cause your Card Account to be treated as or deemed to be an account domiciled in any other country in which ADCB has a presence or (ii) cause or give rise to any Liability to any other Affiliate of ADCB located in such other country.
- ▶ Your right to use your Card is subject to Applicable Laws (including, without limitation, any exchange controls) and in particular those of the UAE and the country in which the Card is used and of the Merchant, bank or financial institution that owns the relevant Terminal.
- ▶ Please refer to Clause 11 of this part for further terms relating to foreign currency transactions.

1.21 What do you need to do if you want to leave the UAE to live abroad?

- ▶ If you leave the UAE to take up residence elsewhere, your Card (including all Supplementary Cards) must be returned to ADCB for cancellation in accordance with Clause 17.18 of this part at least 14 days prior to your departure from the UAE.

Credit Card Terms

This part applies to the Family your Credit Card and must be read together with the General Card Terms and the other applicable parts of these Terms and Conditions.

1. Application of Credit Card Terms

1.1 What terms and conditions apply to the use of a Credit Card?

- ▶ The Credit Card Terms (together with other applicable parts of these Terms and Conditions) will govern the use of your Credit Card.
- ▶ From time to time, ADCB may offer Credit Cards (for example, co-branded Credit Cards) which may, in addition to these Terms and Conditions, also be subject to their own supplemental terms including terms and conditions of third parties. For example, ADCB currently offers the Etihad Guest Above Credit Card which is subject to these Terms and Conditions, its own supplemental terms as well as the terms and conditions of the Etihad Guest Program.

1.2 When and how do the Credit Card Terms apply to you?

- ▶ The Credit Card Terms will apply to you when you are issued a Credit Card and you activate and use that Credit Card.
- ▶ Your activation and/or use of a Credit Card will constitute binding and conclusive evidence of your confirmation to be bound by these Terms and Conditions (including the Credit Card Terms).

2. Obtaining a Credit Card

2.1 How can you get a Credit Card?

- ▶ You can apply for a Credit Card by completing the relevant Form or by contacting ADCB. ADCB may also require you to provide certain supporting documents along with your application, including but not limited to proof of your residency in the UAE (such as your residence permit or Emirates ID).
- ▶ If you are a Consumer Corporate Customer and you wish to apply for a Credit Card, you must do so by applying under ADCB's "Wholesale Banking Terms and Conditions" unless you are eligible to apply for a Business Credit Card. Please contact your relationship manager for further details.
- ▶ ADCB will have the right to approve or reject your application for a Credit Card in its sole discretion, without assuming any obligation or responsibility for any Liability on its part. If your application for a Credit Card is approved, you will be notified that you may collect your Credit Card from a particular Branch or receive it by post or courier at your Address.
- ▶ Your Credit Card may be issued to you as "Infinite", "Platinum", "Gold" or "Classic" or such other categories as ADCB may define from time to time, which will determine the benefits and Specific Features available to you. Details of the benefits and Specific Features can be found on the Website or on such other forum specified by ADCB from time to time.

- ▶ Your eligibility for a Credit Card is subject to ADCB's internal evaluation and ADCB can change the Eligibility Criteria and conditions of use of a Credit Card at any time or decide to replace your Credit Card with a different Credit Card for any reason. If ADCB decides to change your type of Credit Card and the change results in an increase in Credit Card Charges, you will be given 15 days' prior notice of the change. If the change does not result in an increase in Credit Card Charges, ADCB will not be obliged to give you any prior notice.

2.2 Can your Credit Card be used for business purposes?

- ▶ Your Credit Card is for your personal use and may not be used for business purposes (unless it is a Business Credit Card).

3. Credit Card Transactions and Withdrawals

3.1 How are Credit Card Transactions charged to your Credit Card Account?

- ▶ ADCB will open a Credit Card Account to record:
 - all amounts incurred by the use of your Credit Card and all interest and Charges or other costs and liabilities referred to in the Credit Card Terms;
 - any costs incurred by ADCB in the enforcement of its rights under these Terms and Conditions (including but not limited to legal costs and costs of debt collection); and/or
 - any amounts of any tax or other duty imposed in connection with the use of your Credit Card.
- ▶ All your Credit Card Transactions will be charged to your Credit Card Account in the Billing Currency and will be shown in your Statement of Account.
- ▶ You will be responsible for all Credit Card Transactions, whether or not processed with your knowledge or with or without your express or implied authority. ADCB may charge the amount of any Credit Card Transaction shown in the Records or evidenced in accordance with Clause 17.6 of part 1, to your Credit Card Account.

3.2 How do you obtain a Cash Advance with your Credit Card?

- ▶ Subject to your Cash Advance Limit, ADCB may allow you, from time to time and in its sole discretion, to obtain a Cash Advance by the following means:
 - presenting your Credit Card at any Branch or at any member institution of the Card Scheme Provider or at other participating venues, together with evidence of your identity and your signature of the necessary transaction record; and/or
 - subject to the applicable withdrawal limits referred to in Clause 17.7 of part 1, using your Credit Card at any ATM of ADCB or any other bank or institution which accepts your Credit Card.
- ▶ Any cash withdrawals will be subject to verification by ADCB. The amount so verified by ADCB will be deemed to be the correct amount of the withdrawal.
- ▶ Cash Advances will be subject to a Cash Advance Charge, at the rate specified in the Schedule of Fees.
- ▶ The Cash Advance Limit may be lower than your Credit Limit.

3.3 Can you make a Balance Transfer?

- ▶ ADCB may in its sole discretion permit you to make a Balance Transfer if this benefit is available under your Credit Card.

3.4 How can you effect Credit Card Transactions?

- ▶ In addition to the uses set out in Clause 17 of part 1, you can use your Credit Card to purchase goods and services via the internet, by telephone, by mail order, or by any other means allowed by ADCB from time to time.

4. Credit Limits

4.1 How will ADCB determine your Credit Limit?

- ▶ ADCB will provide you with a Credit Limit in respect of your Credit Card depending on ADCB's internal evaluation of your application. ADCB will be entitled to determine the Credit Limit in its sole discretion.

4.2 Can ADCB change your Credit Limit?

- ▶ ADCB will have the right to increase, decrease or cancel your Credit Limit at any time and with immediate effect. If this occurs, ADCB will notify you as soon as reasonably possible of this change.

4.3 Can you exceed your Credit Limit?

- ▶ Unless ADCB has given its approval (in any form acceptable to ADCB), you and any Supplementary Cardholder must not exceed your Credit Limit or cause the aggregate outstanding balance of your obligations under all Credit Card Transactions (including any associated Credit Card Charges) to exceed such Credit Limit. You will be liable to ADCB at all times for the entire balance of your Credit Card and any Supplementary Cards.
- ▶ If you or any Supplementary Cardholder attempt to effect a Credit Card Transaction which, if completed, would cause your Credit Limit to be exceeded, such attempt will be deemed by ADCB to be a request by you to exceed your Credit Limit. ADCB will have the sole discretion to approve or reject this request.
- ▶ If the Credit Limit is exceeded for whatever reason:
 - you will be deemed to have made a formal request for ADCB's approval to extend to you the Over Limit Amount and ADCB will have the sole discretion to approve or reject this request;
 - you will be obliged to pay ADCB an Over Limit Fee which will be charged to your Credit Card Account and become payable as part of the Minimum Payment Due; and the Over Limit Amount will become immediately due and payable.

4.4 How do Supplementary Cardholder(s) affect your Credit Limit?

- ▶ If there are any Supplementary Cards issued on your Credit Card Account, you can choose to either share your full Card Limit with the Supplementary Cardholder(s) or to apply a separate spending limit to each Supplementary Cardholder. Your Card Limit, as Primary Cardholder, is inclusive of the spending limit that you apply to any Supplementary Cardholder.

5. Interest

5.1 What is the Finance Charge?

- ▶ Subject to Clause 5.3 below, you will be charged an interest rate known as a "Finance Charge" (or as ADCB may advise from time to time) if you:
 - pay ADCB an amount less than the Total Amount Due by the Payment Due Date;
 - have taken a Cash Advance;
 - have made a Balance Transfer that is subject to interest;
 - have accepted an interest-bearing instalment plan on your Credit Card; and/or
 - effect any other Credit Card Transaction that ADCB may determine from time to time to be subject to a Finance Charge.
- ▶ The Finance Charge may vary based on the type of Credit Card and Credit Card Transaction (e.g. Cash Advances, Balance Transfers etc.).
- ▶ The applicable Finance Charge will be applied on unpaid Credit Card Transactions from the date of the relevant Credit Card Transaction, at the Prevailing Rate as displayed in the Schedule of Fees (or otherwise communicated to you), until full settlement.

5.2 What other interest may be charged to you?

- ▶ ADCB will also have the right to charge you interest on unpaid Charges and insurance premiums.

5.3 Is there an interest-free period?

- ▶ ADCB will allow you an interest-free period (as set out in the Schedule of Fees from time to time) from the date of any purchase of goods or services if you pay your Total Amount Due in full by the Payment Due Date. There is no interest-free period for Cash Advances or any other Credit Card Transactions that ADCB chooses from time to time to exclude from the interest-free period.

6. Repayment

6.1 What are your repayment obligations?

- ▶ Each Statement of Account in respect of your Credit Card will set out, amongst other details relating to your Credit Card Account, the Total Outstanding, the Total Amount Due, the Minimum Payment Due and the Payment Due Date. You must pay ADCB at least the Minimum Payment Due on or before the Payment Due Date shown on the Statement of Account.
- ▶ ADCB may, in its sole discretion, also send you details of your repayment obligations by way of SMS alerts or any other means that ADCB deems fit from time to time.
- ▶ You must make the Minimum Payment Due payment even if you do not receive the Statement of Account or other notification of the details of your repayment obligations referred to above.
- ▶ If the Total Amount Due is less than AED 100 (or such other amount prescribed by ADCB from time to time), then there will be no Minimum Payment Due and the Total Outstanding will be fully due and payable.

- ▶ If you pay ADCB any sum based on any Statement of Account (such as the Minimum Payment Due), you will be deemed to have accepted the entries shown on them. If you pay the Total Amount Due including the Charges specified on the Statement of Account in full by the Payment Due Date, you will not incur a Finance Charge (except in relation to any Cash Advances and such other transactions as ADCB chooses, from time to time, to exclude from the interest-free period pursuant to Clause 5.3 of this part).
- ▶ If you do not pay the Total Amount Due in full by the Payment Due Date, a Finance Charge will be applied to all unpaid transactions from the respective transaction dates until the date on which the unpaid transactions are settled in full and you may also be charged a Late Payment Fee.
- ▶ If you do not pay the full Minimum Payment Due by the Payment Due Date, then without prejudice to ADCB's rights under this Clause 6.1, Clause 5 of this part and Clause 10.3 of part 1:
 - your Credit Card may immediately be suspended;
 - you will be considered to be in breach of these Terms and Conditions;
 - you will be liable to pay the applicable Late Payment Fee from the day after the Payment Due Date;
 - you may be charged default interest (at the rate prescribed by ADCB from time to time) on your Total Outstanding from the day after the Payment Due Date;
 - ADCB may notify a credit reference agency and your credit-worthiness with ADCB and with other banks and financial institutions could be impacted negatively which may cause you to be denied credit in the future; and
 - you may be contacted by ADCB, or by third party debt collectors acting on ADCB's behalf and ADCB may take enforcement action against you.
- ▶ ADCB will not be obliged to reverse any Credit Card Charges for payments received after the close of business hours at your Home Branch on the Payment Due Date.

6.2 Can ADCB require you to repay your Credit Card debt at any time?

- ▶ Notwithstanding Clause 6.1 of this part, ADCB may at any time demand that the Total Outstanding (or any part thereof) be repaid immediately.

6.3 How can you make payments to your Credit Card Account?

- ▶ You can make payments to your Credit Card Account by:
 - payment from your Current Account or Savings Account using Electronic Banking;
 - payment from accounts held with other banks;
 - cash payment at partner payment locations (e.g. exchange houses);
 - depositing cash or cheques in any Self Service Terminal designated by ADCB for that purpose; and/or
 - any other means specified in a Statement of Account or otherwise permitted by ADCB from time to time.
- ▶ If you provide ADCB with a standing instruction to make payments to your Credit Card Account, it may be processed more than once and on different days. You must ensure that the account from which the standing instruction payment will be debited will have sufficient funds

at all times, otherwise you may become liable under Clause 6.1 of this part.

- ▶ You will not be allowed to transfer funds from one Credit Card Account to another in settlement of amounts payable to ADCB.

6.4 When will payment be credited into your Credit Card Account?

- ▶ Any payment made by you in the Billing Currency will be credited only on the date that cleared funds are received into your Credit Card Account.
- ▶ Cash deposits at a Self Service Terminal will only be credited to your Credit Card Account after verification and clearing of the cash deposit.
- ▶ Where payment is made into your Credit Card Account in a currency other than the Billing Currency, such payment will be credited after the date on which it is converted into the Billing Currency and received in cleared funds by ADCB in your Credit Card Account.
- ▶ You will be responsible for paying ADCB for all exchange, commission and other charges or losses incurred by ADCB in converting such payment into the Billing Currency.

6.5 What if you have made a payment which is more than the Total Outstanding?

- ▶ If you pay ADCB any amount in excess of the Total Outstanding, ADCB may in its sole discretion, and after verification of the reasons for such excess payment, return the excess payment to you.
- ▶ ADCB may refund any credit balance in your Credit Card Account within 45 days from the date on which it was closed, provided that ADCB may:
 - retain such credit balance for up to three years from the date of closure; and/or
 - exercise any Right of Set-Off to which it is entitled under these
 - Terms and Conditions, against such credit balance.

6.6 In what order will ADCB apply your payments?

- ▶ All payments will be made when received by ADCB in cleared funds and will be applied in the following order of payment or such other order of priority as ADCB deems fit, in its sole discretion:
 - instalmentsInstalments under a Personal Payment Plan;
 - Annual Membership Fee;
 - Finance Charges;
 - interestInterest on fees and unpaid insurance premiums;
 - Credit Card Charges (other than Annual Membership Fee and Finance Charges);
 - Late Payment Fee;
 - Over Limit Fee;
 - Over Limit Amount;
 - insuranceInsurance premiums;
 - Principal Amount; and
 - currentCurrent unbilled Credit Card Transactions.
- ▶ Within each of the above categories, all payments may, unless otherwise decided by ADCB, be applied by ADCB with priority over the outstanding amounts that have been billed to your Credit Card

Account for the longest period of time and in the order from highest interest to lowest interest.

- ▶ Will you be required to provide any collateral against your Credit Card Account?
- ▶ ADCB may at any time demand that you deposit an undated cheque and/or pledge cash collateral in favour of ADCB for the amount that ADCB may require, without regard to the amount of time that you have held your Credit Card.
- ▶ If you provide ADCB with an undated cheque, you authorise ADCB to insert the date on such cheque and present it for payment on the inserted date against any outstanding amount due from you to ADCB.

7. ADCB's Rights

7.1 How can ADCB exercise its Right of Set-off under the Credit Card Terms?

- ▶ In addition to any other rights available to ADCB under Clauses 10.3 of part 1 and 6.1 of this part, ADCB may exercise its Right of Set-Off:
 - if you owe ADCB any amounts for another Account that you hold (whether jointly or individually); or
 - for any other reason or cause that ADCB may deem fit in its sole discretion.

8. Cancellation

- ▶ What are your liabilities and obligations prior to, or upon, cancellation of your Credit Card?
- ▶ If you notify ADCB that you wish to cancel your Credit Card, you must pay the Total Outstanding and any other outstanding liabilities on your Credit Card Account as a pre-condition to such cancellation.
- ▶ The Total Outstanding, and any other outstanding liabilities on your Credit Card Account will become immediately due and payable once ADCB has cancelled your Credit Card or closed the Accounts linked to your Credit Card.
- ▶ In the event that any Security is held by ADCB under Clause 6.7 of this part, ADCB reserves the right to retain such Security for a period of at least 45 days from the cancellation of your Credit Card.

9. Benefits

- ▶ Important information about your Credit Card benefits ADCB reserves the right to refuse to grant you a benefit without giving any reason.
- ▶ Where applicable, ADCB may require you to meet the applicable Eligibility Criteria before offering a benefit. The Records will be conclusive evidence in respect of whether or not you have met the Eligibility Criteria for a benefit. The benefits will not be offered if:
 - your Credit Card Account is not in good standing in the opinion of ADCB (e.g. there are overdue balances on your Credit Card Account);
 - you are in breach of these Terms and Conditions; or there is any other reason, which, in ADCB's sole discretion, should result in the denial or cancellation of the benefit to you.

- ▶ At any time, without any prior notice and without responsibility for any Liability on its part in any manner whatsoever, ADCB will be entitled to:
 - terminate, cancel and/or vary the benefits or their features;
 - withdraw, modify or limit the value of the Credit Card Transactions that will be required to earn benefits, if applicable; and/or
 - withdraw, modify or limit the Merchants, service providers or travel agents that are designated to provide the benefits.
- ▶ Balance Transfers, Credit Card Loans and the Personal Payment Plan are some of the benefits which may be made available to you. The terms and conditions of these benefits are set out in Clauses 9.3 to 9.19 of this part.

9.1 Who can use the benefits?

- ▶ Benefits may only be used by you or by Supplementary Cardholders for personal use only. Any other use of the benefits including for business or commercial purposes is not permitted.
- ▶ You will indemnify and hold harmless ADCB and its Affiliates from any Liability arising out of your mis-use of the benefits and you will be liable to refund the benefit or the cost of the benefit to ADCB.

10. Balance Transfer

10.1 How can you get a Balance Transfer?

- ▶ A Balance Transfer may be offered to you and permitted in ADCB's sole discretion, provided that you meet the applicable Eligibility Criteria. You can apply for a Balance Transfer by completing the relevant Form.
- ▶ The Balance Transfer Amount will be subject to a minimum amount as may be determined by ADCB from time to time.
- ▶ ADCB may at any time and by notice to you cancel its commitment to make available a Balance Transfer or to reduce the Balance Transfer Amount.
- ▶ A Balance Transfer, if granted by ADCB, will be made by way of charging the Balance Transfer Amount to your Credit Card Account and disbursement by ADCB of the Balance Transfer Amount by way of a bank transfer to your existing third party bank(s) and a Bank Communication will be sent to your Address.

10.2 How will the Reduced Interest Rate apply to you?

- ▶ The Reduced Interest Rate will be determined by ADCB in its sole discretion and will be charged to the Balance Transfer Amount from the date the Balance Transfer Amount is charged to your Credit Card Account until the expiry of the Balance Transfer Period.
- ▶ On expiry of the Balance Transfer Period, interest at the Prevailing Rate will be charged on all outstanding balances in your Credit Card Account including all outstanding Charges.
- ▶ If you pay less than the Minimum Payment Due by the Payment Due Date specified in the relevant Statement of Account, ADCB may, in its sole discretion, cease to charge you the Reduced Interest Rate and instead charge a higher interest rate on the outstanding amount in your Credit Card Account, including the Balance Transfer Amount.

10.3 What is ADCB not liable for in relation to a Balance Transfer?

- ▶ Neither ADCB nor its Affiliates will be responsible for any Liability resulting from the late payment of the Balance Transfer Amount to your existing third party bank(s). If you have existing repayment obligations you must continue to honour them until you receive confirmation from ADCB that the Balance Transfer has been completed.

11. Credit Card Loan

11.1 How do you obtain a Credit Card Loan?

- ▶ You may be offered a Credit Card Loan if:
 - you meet the applicable Eligibility Criteria; and
 - you apply to ADCB requesting a Credit Card Loan using the relevant Form.

11.2 How much can you apply for a Credit Card Loan?

- ▶ You can apply for one or more Credit Card Loans for any amount provided that you are within your unutilised Credit Limit.
- ▶ The decision by ADCB to grant a Credit Card Loan and the amount granted is made in ADCB's sole discretion. ADCB reserves the absolute and unqualified right to refuse your Credit Card Loan application without assigning or stating any reasons for such refusal.

11.3 How do you agree to a Credit Card Loan which you have been offered?

- ▶ Your application for, and use of, a Credit Card Loan confirms your agreement to these Terms and Conditions.

11.4 How will you receive your Credit Card Loan?

- ▶ If your Credit Card Loan application is approved by ADCB, the Credit Card Loan will be made available to you by way of a bank transfer to your nominated Account.

11.5 How do you repay the Credit Card Loan and what interest is payable?

- ▶ You must repay the principal amount of the Credit Card Loan and all interest at the Prevailing Rate and Charges applicable to the Credit Card Loan.
- ▶ Each Credit Card Loan monthly instalment will be included as part of the Minimum Payment Due and will include amounts for the repayment of the principal amount and interest at the Prevailing Rate.
- ▶ The Credit Card Loan monthly instalments will be billed to you in the relevant Statement of Account. Billing will commence from the first Statement of Account sent to you following the disbursement of the Credit Card Loan.
- ▶ You will be obliged to pay the Credit Card Loan monthly instalment billed to you in the relevant Statement of Account regardless of whether or not you have used your Credit Card.

- ▶ Details of interest rates, the term of the Credit Card Loan and all other Charges applicable to the Credit Card Loan will be communicated and agreed with you at the time of your application.

11.6 What if you don't pay the Credit Card Loan monthly instalment on time?

- ▶ Without prejudice to any of ADCB's other rights under these Terms and Conditions, if you fail to pay the full Credit Card Loan monthly instalment by the Payment Due Date specified in the Statement of Account, ADCB will have the right, in its sole discretion, to charge you a higher interest rate on the outstanding amount under the Credit Card Loan.

11.7 Can you prepay the Credit Card Loan?

- ▶ You can prepay the outstanding amount under the Credit Card Loan to ADCB in a single payment. A prepayment Charge will apply in this case.

11.8 Can ADCB cancel the Credit Card Loan?

- ▶ Without prejudice to any of ADCB's other rights under these Terms and Conditions, ADCB will have the right to cancel the Credit Card Loan and to declare all outstanding amounts under the Credit Card Loan (including all Charges and interest accrued) to be immediately due and payable if any of the following events occur:
 - your employment is terminated for any reason;
 - you breach any of your obligations under these Terms and Conditions;
 - you fail to pay the Minimum Payment Due without ADCB's prior approval;
 - any information provided by you to ADCB is incorrect;
 - any undertaking provided by you under these Terms and Conditions is invalid or breached;
- ▶ ADCB determines that there are grounds which could lead to your inability (or those of your guarantor, if applicable) to fulfil your obligations to ADCB:
 - if ADCB reasonably believes that you have left the UAE to take up residence elsewhere;
 - your death, loss of mental capacity, bankruptcy or insolvency; and/or
 - any other valid reason.

12. Additional Benefits and Specific Features

12.1 Are there any other benefits and features that may come with your Credit Card?

- ▶ Simplylife cash back credit card" means a Card issued by the Bank that is classified as a simplylife cash back credit Card by the Bank.
- ▶ The cash back offer is available to all qualifying Cardholders, who meet the eligibility criteria as determined by the Bank at its sole discretion from time to time.

12.2 The cash back shall be calculated by the Bank as a percentage of the value of eligible transactions and shall be subject to a maximum limit as determined by the Bank in its sole discretion.

12.3 The offer is valid on all retail purchases billed to the Card Account under this Program are eligible to earn Cash back. This will not include the following transactions:

- Balance transfers
- Cash advances
- Credit Card Cheques
- Finance charges
- All fees charged on the Card by the Bank
- Transactions reversed by Merchant
- Any other transactions determined by the Bank from time to time

12.4 The cash back shall be credited on a monthly basis to the Card Account reflecting in the Statement of Account in the month subsequent to the date of qualifying transaction.

12.5 The Bank is neither responsible for a transaction that does not get captured under the appropriate category code nor accepts any responsibility for refusal of acceptance of ADCB Credit Cards by any movie theatre in the UAE for any reason whatsoever.