

TERMS AND CONDITIONS FOR BARWA BANK (previously ibq) CREDIT CARDS

CREDIT CARD- CONDITION OF USE

In consideration of the Barwa Bank Qatar (Q.S.C.), (hereinafter called “the Bank”) agreeing to make a Credit Card (as hereinafter defined) available to the applicant (hereinafter called the “the Cardholder”) at the Cardholder’s request, the Cardholder hereby agrees to the following conditions of use (hereinafter referred to as the “Terms and Conditions”) Activation and/or use of the Card by the Cardholder shall be deemed acceptance of these Terms and Conditions (and any additional applicable terms and conditions)

1. DEFINITIONS AND INTERPRETATION

- 1.1** “ATM” means an automated teller machine or any 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.
- 1.2** “Bank” means the Barwa Bank of Qatar (Q.S.C.) , its successors and its assignees.
- 1.3** “Card” means the applicable Credit Card issued by the Bank to the Cardholder and includes primary, supplementary and replacement Credit Cards.
- 1.4** “Cardholder” means an individual for whose use the Credit Card is issued by the Bank and includes the Primary Cardholder and any Supplementary Cardholder.
- 1.5** “Card Account” means the Credit Card Account opened by the Bank for the purpose of entering all credits and debits received or incurred by the Primary Cardholder and Supplementary Cardholder, if any, under these Terms and Conditions and includes, without limitation, all debts incurred resulting from any Cash advances and/or Charges and/or liabilities arising out of or in connection with any Card Transaction or otherwise.
- 1.6** “Card Transaction” means any Cash Advance made by a bank or the amount charged by the Bank or any Merchant for any goods, services, benefits, or reservation (including without limitation any reservation made by the Cardholder for air, ship, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation, rental or hire, whether or not utilized by the Cardholder) obtained by the use of the Credit Card(s) or the PIN or in any other manner including, without limitation mail, telephone or facsimile order or reservations authorised or made by the Cardholder regardless or sales slip or Cash Advance or other voucher or form is signed by the Cardholder.
- 1.7** “Cash Advance” means any amount obtained by the use of the Credit Card, the Credit 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 Card Scheme logo.
- 1.8** “Charges” means all and any purchases charged and all amounts payable by the Cardholder arising from the issue or use of the Credit Card and/or all and any purchase

charged by use of the Credit Card number or the PIN and includes, without limitation, all Credit Card Transactions, fees, charges, profit, expenses, damages and legal costs and disbursements.

- 1.9** “Credit Limit” means the maximum outstanding 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.
- 1.10** “Current Balance” means the total balance outstanding on the Card Account payable to the Bank according to the Bank’s records on the date the Statement of Account is issued including all charges and liabilities.
- 1.11** “Merchant” means any retail outlet, person or corporate entity supplying goods and/or services that accepts the Credit Card of the Cardholder as a means of payment or reservation by the Cardholder.
- 1.12** “Minimum Payment Amount” means either 5% of the outstanding balance or a minimum payment amount that the Bank may specify in the applicable Statement of Account.
- 1.13** “Month” means calendar month.
- 1.14** “Payment Due Date” means the date specified in the Statement of Account by which date payment of the Current Balance or any part thereof or the Minimum Payment Amount is to be made to the Bank.
- 1.15** “PIN” means the personal identification number issued to the Cardholder to enable the Credit Card to be used at an ATM and/or other authorized terminals for a Cash Advance or transaction.
- 1.16** “Primary Cardholder” means a person other than a Supplementary Cardholder who is issued a Primary Card and for whom the Bank first opens the Card Account.
- 1.17** “Statement of Account” means the Bank’s monthly or other periodic statement of account sent to the Primary Cardholder showing particulars of the Current Balance incurred by the Primary Cardholder and the Supplementary Cardholder, if any, payable to the Bank.
- 1.18** “Supplementary Cardholder” means the person who has been issued with a supplementary card by the Bank, at the request of the Primary Cardholder, unless the context requires otherwise.
- 1.19** “Terminal” means any terminal (including points of sale) or, device through which Card Transaction(s) or payment by the use of the Card can be performed.
- 1.20** “Recovery Account” means the current or savings account with **Barwa Bank previously ibq** from which the card payment will be recovered on payment due date or subsequent dates as appropriate. Unless the context otherwise requires:
- i. Words denoting one gender shall include all other genders.
 - ii. Words denoting the singular shall include the plural and vice versa;
 - iii. Words importing person shall include a sole proprietor, individual partnership firm, company, corporation or other natural or legal person whosoever.

2. ISSUANCE OF THE CARD

- 2.1** As a pre-condition for approving any application to issue a Credit Card, the Bank may, in its absolute discretion, require the applicant/Cardholder to issue a cheque and/or pledge and/or assign cash deposit and/or bank guarantee in favour of the Bank for any amount determined by the Bank. The Bank shall maintain this security so long as the Credit Card is valid and there is any outstanding balance in the Card Account. If the outstanding balance is fully settled the Bank shall continue to maintain this security for a period not less than forty-five days from the date of canceling the Credit Card.
- 2.2** The Bank may, at any time demand that the Cardholder deposits a cheque and/or pledge and/or assign a cash deposit and/or bank guarantee in favor of the Bank for any amount which the Bank may require even where such a cheque and/or pledge and/or a cash deposit and/or a bank guarantee was not demanded when the Credit Card was issued to the Cardholder. The Cardholder has authorized the Bank to present any cheques for payment against any amount due to the Bank.
- 2.3** If the Bank holds any security as collateral for the issuance of the Credit Card, the Bank reserves the right to retain such security for a minimum period of fifteen (15) days following the Credit Card cancellation and return to the Bank, whether such cancellation is determined by the Bank or at the request of the Cardholder, provided that the outstanding balance is fully settled.
- 2.4** The Credit Cards shall be valid for the period specified on the Credit Card and the Credit Card can be used only within the said period.
- 2.5** The Bank reserves the right to change the designs of the Credit Card at any time without prior notice.

3. THE CREDIT CARD

- 3.2** The Credit Card is and will be, at all times, the property of the Bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorised agent. The Bank reserves the right to withdraw the Credit Card at its absolute discretion and/or to terminate the use of the Credit Card, with or without (as in its absolute discretion deems fit) prior notice, and in whatever circumstances it deems fit.
- 3.3** The Credit Card may be collected by the Cardholder or sent by post or courier to the address notified to the Bank by the Cardholder at the risk of the Cardholder.
- 3.4** Upon receipt of the Credit Card, the Cardholder shall sign on the Credit Card immediately and such signature and/or use of the Credit Card will constitute binding and conclusive evidence of the confirmation of the Cardholder to be bound by these Terms and Conditions, notwithstanding that the Bank is not notified of the Cardholder's receipt of the Credit Card.
- 3.4** In order to activate the Credit Card, the Bank may in its absolute discretion require the Cardholder, upon receiving the Credit Card, to communicate agreement to these Terms

and Conditions either by calling the Bank on the number specified by the Bank or in writing by signing and returning the acknowledgement included with the Credit Card.

- 3.5 The Credit Card is not transferable and shall be used exclusively by the Cardholder. The Credit Card may not be pledged by the Cardholder as security for any purpose whatsoever.
- 3.6 INTERNATIONAL MURABAHA: Is the Murabaha Transaction executed by the Bank for the total Credit Limit amount, whereas the customer has expressed his desire to purchase the share of the Bank in the commodities and metal portfolio, owned commonly between the Bank and other partners (the "Partners") and which are divided into commodity shares. The customer shall be introduced as a partner with the partners and shall replace the Bank in the commodity portfolio, provided that the customer shall bear the risks accompanying ownership of the commodity portfolio, including the risks of changes in price, whereas the Bank has expressed his approval to the above; and therefore, both parties have agreed that the terms shall constitute the basis of the relationship between them
- 3.5 Each Murabaha has a maturity of one month. The last payment date is the as per the statement date of every month and the monthly Murabaha will be processed on the next working day following this day.
- 3.6 The customer's signature on this contract shall be interpreted as a declaration on his part as a partner in the commodities held in common with the Partners. The customer also acknowledges that he is fully aware of all of the financial risks related to the holding of such share, and that he shall together with the Partners (on a pro rata basis), guarantee the Transaction (that the subject matter of this partnership) effective from the date of signing the application. Customer agrees to refrain from claiming his commodities, despite his eligibility to do so, in accordance with his obligations to the Partners. The signature of the application shall be deemed as a legal handover of the commodities sold and shall release the Bank from liability in connection with the actual delivery of the commodities
- 3.7 The customer has agreed that the commodities he purchased from the Bank according to the Murabaha contract has been sold: "as is", and "wherever it is located"; in accordance with its status, conditions and current location; with no responsibility for the Bank for any defects that might be found in this share.
- 3.8 Both parties agreed that the Bank shall have the right, freely and at any time to assign, alienate or transfer part or all of his rights and obligations stipulated in this agreement to any other financial institution. The customer may not assign, alienate or transfer any of his rights and obligations that are stipulated in this agreement without getting the Bank's prior written consent.
- 3.9 The customer has admitted his waiver of any rights due to him as per the partnership provisions, for example, but not limited to, the approval of authorising any of the remaining partners to sell his share to a third party or to anyone of the partners without referring to him. Besides, this declaration shall be deemed as a final and irrevocable approval.

4. USE OF THE CREDIT CARD

- 4.1** The Credit Card is issued for use in connection with the facilities made available by the Bank from time to time at its absolute discretion including but not limited to the following:
- a. The payment for any purchase of goods and/or services, which payment may be charged to the Credit Card Account.
 - b. Any ATM transaction effected through the use of the Credit Card.
 - c. Cash advances as set out under clause 5 here of; and/or
 - d. Other facilities subject to pre-arrangement with the Bank, if applicable.
- 4.2** An ATM facility has been incorporated in the Credit Card and the Cardholder shall be responsible for all transactions whether processed with the Cardholder's knowledge or by his express or implied authority. The Cardholder hereby authorizes the Bank to debit his Card Account with the amount of any withdrawal in accordance with the record of transaction. The Cardholder accepts the record of transaction as conclusive and binding for all-purpose.
- 4.3** The Bank will issue a PIN to the Cardholder for use at any ATM and Point-of-Sale, which will accept the Credit Card. The Cardholder agrees that:
- a. The PIN may be sent by post to the Cardholder at his 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.
- 4.4** All deposits of cash and cheques made by ATM card at ATMs / other terminals that belong to the Bank are subject to verification by two employees who are appointed and authorized by the Bank and the Cardholder agrees that the verified deposited amount is the actual amount deposited. Clearing cheques are the only kind accepted for deposit at ATMs and get deposited in the account upon collection.
- 4.5** The Card may be used by the Cardholder within the Credit Limit notified by the Bank.
- 4.6** Notwithstanding that the Cardholder's Credit Limit has not been exhausted, the Bank shall be entitled to, at any time and without prior notice and without giving any reason and without liability towards the Cardholder, withdraw and restrict the Cardholder's right to use the Credit Card or refuse to authorize any Card Transactions.
- 4.7** The cardholder shall be liable for all online charges incurred on the Credit Card where their card Secure password has been used to complete the transaction.
- 4.8** The Cardholder shall not use the Card or allow any third party to use the Card in a Transaction prohibited by Islamic Shari'a. All Transactions involving Merchants which the Bank is aware conduct a business prohibited by Shari'a, including but not limited to, alcohol, pork products, gambling, casinos, bars, nightclubs, Merchants selling and/or

providing pornography related products and/or services may be declined. In case of such use, the Bank reserves the right forthwith without notice and without liability to any Cardholder to cancel the Card and the Cardholder shall immediately following such cancellation, pay all outstanding amounts in respect of such cancelled Card to the Bank

5. CASH ADVANCE

- 5.1** The Cardholder may obtain Cash Advances in such amount as may be acceptable to the Bank from time to time at its absolute discretion, by the following means:
- a. Presenting the Credit Card at any office of a member institution of MasterCard or VISA International, which offers such facility together with evidence of his identity and signing the necessary transaction record; or
 - b. Use of the Credit Card on any ATM of the Bank or any other bank or institution with whom the Bank has arrangement(s) for the use of the ATM of the said bank or institution (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM or Terminal).
 - c. The use of the Card by the Cardholder to obtain a Cash Advance shall be deemed to constitute the agreement of the Cardholder to pay fee on each Cash Advance as prescribed by the Bank from time to time.

6. PAYMENT

- 6.1** The Cardholder agrees to pay to the Bank upon the request of the Bank an annual fee as prescribed by the Bank for the Credit Card when issued or renewed. A handling charge as prescribed by the Bank is payable by the Cardholder to the Bank immediately upon the request of the Bank for the issue of a replacement Credit Card. Additional charges as prescribed by the Bank are payable by the Cardholder immediately upon the request of the Bank for the provision of copies of sales/Cash Advance drafts and any further services the Bank may provide from time to time. The Bank may from time to time change the amount of fees or charges payable by the Cardholder to the Bank under these Terms and Conditions and the period of time within which the fees are payable by the Cardholder to the Bank under these Terms and Conditions. Such charge shall apply from the effective date specified by the Bank.
- 6.2** The Cardholder shall and undertakes to stay within the prescribed Credit Limit assigned/established by the Bank for the Cardholder unless prior written approval to exceed this Credit Limit is obtained by the Cardholder from the Bank and further undertakes to affect no purchase(s) or transaction(s) which may cause the aggregate outstanding balance of the Cardholder's obligations to the Bank under all such purchases and transactions to exceed such Credit Limit.

If the Cardholder exceeds the Credit Limit, the Cardholder shall, in addition to the amount payable under clause 6.4 hereof, forthwith pay to the Bank upon demand by the Bank the

full sum by which the Credit Limit is exceeded. In the event of a failure by the Cardholder to pay to the Bank the full sum demanded as aforesaid, the whole outstanding balance on the Cardholder's Card Account shall become immediately due and payable to the Bank. Additionally, over limit charges may be applied.

- 6.3** All payments for purchases of goods and/or services and Cash Advances and all Card Transactions effected by the use of the Credit Card and all annual fees, handling charges, additional charges, profit charges and/or late payment charges shall be debited to the Card Account in the billing currency and shall be reflected in the Statement of Account.
- 6.4** The Cardholder may choose not to settle the Current Balance in full, in which case the Cardholder must, on or before the payment due date, pay:
- a. If the Current Balance does not exceed the Credit Limit which the Bank has advised to the Cardholder, 5% of the Current Balance or Qatar Riyals (QAR) 250/- whichever is higher (hereinafter referred to as the minimum payment); or
 - b. If the Current Balance is less than QAR 250/- then the Current Balance becomes fully payable; or
 - c. If the Current Balance exceeds the Credit Limit, the Minimum Payment Amount and the excess over the Credit Limit; or
 - d. The minimum payment amount agreed between the Bank and the Cardholder for purchases made under an installment scheme which shall be in addition to any payment due under (a), (b) or (c) above.
 - e. If the previous Minimum Payment Amount and/or the excess over the Credit Limit as stated in clause (a) and (b) above (herein called the unpaid outstanding) is not paid in full, the Bank may in its absolute discretion and without prejudice to any of its rights hereunder allow the Cardholder to pay;
 - i. If the Current Balance does not exceed the Credit Limit, the Minimum payment Amount and the unpaid outstanding; or
 - ii. If the Current balance exceeds the Credit Limit, the Minimum payment Amount and excess over the Credit Limit and the unpaid outstanding; or
 - iii. If the Cardholder pays to the Bank less than the Current Balance by the payment due date or no payment is made or payment is made but not in full or payment made after the due date, or due to Cash Advance, a finance charge at a rate prescribed by the Bank (calculated on daily basis) will be applied.
 - To the Current Balance until any repayments are credited to the Card Account and thereafter on the reduced balance, and
 - To any Card Transaction effected since the date when the latest Statement of Account was issued with effect from the date(s) of the transaction (s).
- 6.5** The Bank shall be entitled to treat:
- a. Any sales draft transaction record, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of embossed information

- contained on the Card and duly completed, and/or
- b. The Bank's record of Cash Advance or of any other Card Transaction(s) effected by the use of the Credit Card including but not limited to transaction(s) effected via mail order or via the telephone or via the internet; as evidence of a debt properly incurred by the Cardholder to be debited to the Card Account.
- 6.6** If the Cardholder fails to pay the Minimum Payment Amount by the Payment Due Date a late payment charge prescribed by the Bank will be levied.
- 6.7** All payment made by the Cardholder shall be in the billing currency of the Card Account.
- 6.8** All payment received by the Bank from the Cardholder may be applied in the following order of payment or in any such other order the Bank deems appropriate:
- 1. Fee on cash advance;
 - 2. Profit on Retail;
 - 3. Profit on BTF;
 - 4. Service fee charge;
 - 5. Late fees;
 - 6. Non-sufficient funds fee;
 - 7. Over limit fee;
 - 8. Annual fee;
 - 9. Installment on Plans;
 - 10. Retail Principal;
 - 11. BTF Principal;
 - 12. Cash Advance Principal.
- 6.9** The Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the annual fees, handling charges, additional charges, profit charges, the specified Minimum Payment Amount, and/or late payment charges or any other Charges.
- 6.10** The bank may waive part of the profit to the cardholder as a Gift/Hiba, and subject to the approval of the bank's management, without any contractual obligation on the bank
- 6.11** Without prejudice to the Bank's rights at any time to take the appropriate legal action, the Bank may charge fees on any returned unpaid cheques drawn by the Cardholder in full or partial payment of the outstanding balance.
- 6.12** If a Card Transaction disputed by the Cardholder is subsequently proven to have been originated by him the Bank retains the right to charge back the principal amount with profit as from the date when the transaction took place.
- 6.13** The Bank's acceptance of late payments or partial payments or 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 operate to prevent the Bank from enforcing any of its rights under these Terms and Conditions to collect the amount due hereunder, 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.

- 6.14** The Cardholder hereby expressly agrees that if any sums shall be due from the Cardholder to the Bank at any time under the Card Account or the Cardholder shall be liable to the Bank on any Banking account or any other account current or otherwise in any manner or if default is made by the Cardholder in the provisions of such accounts or in, any other Banking facilities granted by the Bank to the Cardholder, then and in such event, the whole outstanding balance on the Cardholder's account shall become immediately due and payable and provisions of clause 9 hereof shall be applicable.
- 6.15** Notwithstanding the exercise by the Bank of any of its rights hereunder, profit, finance charges and payment charges at the rates prescribed by the Bank shall continue to be chargeable on any sums of money which remain due and unpaid after the exercise of any of the Bank's rights and in the event that a judgment is obtained in relation to any sum wherein it is adjudged that any sum of money be paid to the Bank, profit/finance charges/late payment charge shall be payable on such sum of money so adjudged to be payable to the Bank from the date of such judgment until the date of full payment of such sum of money so adjudged to be payable to the Bank.
- 6.16** Any cash deposit may only be regarded as having been received by the Bank upon crediting the same to the Card Account.
- 6.17** The Cardholder agrees that records of the Bank of any Card Transaction affected by the use of the Credit Card shall be conclusive and binding on the Cardholder for all purposes.
- 6.18** Non-receipt of Statement of Account shall not be construed by the Cardholder to be sufficient reason for non-payment of Charges.
- 6.19** The Bank will credit the Cardholder's Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the Merchant.
- 6.20** The Cardholder will not be allowed to transfer funds from one Card Account to another in settlement of the Charges of a Card Account, unless an explicit prior arrangement to this effect is made with the Bank.
- 6.21** If the standing order payment option is chosen by the Cardholder, the amount due as specified on the statement (5%, 10%or 100% of outstanding depending on the Cardholder's choice) is checked and recovered from the Recovery Account on a daily basis from the payment due date till the full amount due is recovered.

7. SUPPLEMENTARY CARD JOINT AND SEVERAL LIABILITIES

- 7.1** Where requested, the Primary Cardholder authorizes the Bank to issue supplementary card for use on his account to the person(s) designated and named by the Cardholder who is/are over 18 years of age and agrees that the Bank can but is not obliged to, provide information to him/her about the account. The Primary Cardholder also understands that the supplementary card fees will be billed in his statement and it will be his primary responsibility to honor all charges incurred on the supplementary card. The continuation of the membership of the Supplementary Cardholder(s) will be dependent on the continuation of the membership of the Primary Cardholder.
- 7.2** The Bank may in its absolute discretion issue a supplementary card to a person nominated by the Primary Cardholder and approved by the Bank. The issue of supplementary card(s) shall be subject to such terms and conditions, which the Bank may deem necessary.
- 7.3** The Terms and Conditions applicable herein to the Primary Cardholder shall apply (mutatis-mutandis) (that is with the necessary changes) to the Supplementary Cardholder and for such purpose the terms "Cardholder" and the "Credit Card" shall be read and construed as if the terms "Supplementary Cardholder" and supplementary card were substituted therefore. Every Supplementary Cardholder shall be jointly and severally liable with the Primary Cardholder for costs, for all goods and services and Cash Advances obtained and all Transactions generated by the use of the Credit Card.
- 7.4** The Bank may in its absolute discretion commence an action or proceeding under this sub clause against the Primary Cardholder or the Supplementary Cardholder or both.
- 7.5** The Credit Limit assigned to the Primary Cardholder is inclusive of the Credit Limit of the Supplementary Cardholder and the Primary Cardholder shall not permit the total of the Charges incurred under or through their respective Cards to exceed the said Credit Limit.
- 7.6** The validity of the supplementary cards is dependent upon the validity of the primary Card. The termination of the supplementary card or Supplementary Cardholder's Agreement with the Bank for whatever reason shall not terminate the primary Card or the Primary Cardholder's Agreement with the Bank.
- 7.7** The undertakings, liabilities and obligations of the Primary Cardholder and the Supplementary Cardholder to the Bank and Bank's rights herein shall not be affected in any way by any dispute or counterclaim which the Primary Cardholder and the Supplementary Cardholder may have against each other.
- 7.8** In addition to the aforesaid, 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, and the Primary Cardholder shall indemnify the Bank against any loss, damage, liability, costs and expenses, whether legal or otherwise, incurred or suffered by

the Bank by reason of any breach of these Conditions of Use by the Supplementary Cardholder.

8. LOSS OF CARD/PIN

- 8.1** The Cardholder shall use reasonable precautions to prevent the loss or theft of the Credit Card and shall not disclose the PIN or Card Secure to any party.
- 8.2** If the Credit Card is lost or stolen, the Cardholder must immediately notify the Card Services Center in the Bank by telephone on 4447 8000. In the event that the Cardholder is unable to contact the Bank for any reason, the Cardholder must call any other 24 hour emergency number as advised by the Bank to be followed by a written confirmation within seven days to the Bank.
- 8.3** The Cardholder shall be liable for all charges incurred on the Credit Card after loss or theft but prior to notification. After the time that such notice is given in the aforesaid manner, the Cardholder has no further liability. The Cardholder will be liable for all Charges where charges incurred on the Credit Card after loss or theft are by the Cardholder or with his/her consent or authority.
- 8.4** The Bank may at its absolute discretion issue a replacement Credit Card for any lost or stolen Credit Card or a new PIN on these Terms and Conditions or such other Terms and Conditions that the Bank may deem fit.
- 8.5** In the event that the lost or stolen Credit 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 to the Bank of the disclosure of the same to any other party.

9. TERMINATION

- 9.1** The Cardholder may at any time notify the Bank of his intention to close the Card Account and terminate the use of all Credit Cards by giving notice in writing and returning all Credit Cards cut into half to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut in half and full payment of all Charges and liabilities under the Card Account.
- 9.2** The Bank may at any time recall all or any of the Credit Card(s) and terminate its/their use with or without giving prior notice to the Cardholder. The Cardholder shall immediately after such recall, return such Credit Card(s) cut in half to the Bank and make full payment of all Charges and liabilities to the Bank.
- 9.3** The use of the Card shall be terminated by the Bank without notice upon the death, incapacity, bankruptcy or insolvency of the Cardholder or when the whereabouts or the Cardholder become unknown to the Bank due to any cause not attributed to the Bank.
- 9.4** In the event of the Primary Cardholder's bankruptcy, death, incapacity or insolvency, the holder(s) of the supplementary card(s) will immediately cease the use of the Card(s) and

return them cut in half to the Bank.

- 9.5 The Bank shall not be liable to refund the annual membership fee or any part thereof in the event of the termination of the Card Account or the use of any or all Credit Card(s).
- 9.6 Notwithstanding the Payment provisions outlined under clause 6 above, all amounts outstanding on Card Account (including that of all supplementary cards) together with the amount incurred by the use of the Credit Card but not yet charged to the Cardholder's Card Account shall be payable immediately upon the termination of the use of the Credit Card in accordance with the terms of this Terms and Conditions.
- 9.7 The Cardholder will be responsible for settling the outstanding balance on the Card Account and shall keep the Bank indemnified for all costs (including legal fees and charges) and expenses incurred in recovering such outstanding balances.

10. EXEMPTIONS AND EXCLUSIONS

- 10.1 The Bank shall not be liable for any loss or damage howsoever incurred or suffered by the Cardholder by reason of the Bank or financial institution or any ATM terminal or other party refusing to allow a Card transaction or accept the Credit Card or the Credit Card number or the PIN or to extend or provide Cash advances up to the Credit Limit or at all.
- 10.2 The Bank shall not be responsible for the refusal of any Merchant or member institution or MasterCard or VISA International to honor or accept the Credit 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 Credit Card transactions.
- 10.3 In the event of any dispute between the Cardholder and any Merchant or 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 counter claim or right of set-off which the Cardholder may have given against such Merchant or bank or financial institution or person.
- 10.4 The Bank shall not be liable in any way to the Cardholder for any loss or damage of whatever nature due to or arising from any disruption or failure or defect in any ATM or Terminal or communication system or facilities or data processing system or transmission link or any industrial or other dispute or anything or cause, whether beyond the control of the Bank or otherwise.

11. DISCLOSURE OF INFORMATION

- 11.1 The Cardholder irrevocably authorises and permits the Bank to disclose and furnish information, whether in compliance to a regulatory requirement court judgment or other business requirement as deemed necessary by the Bank. The Cardholder irrevocably waives the Bank from all liability relating to said disclosure of information and discharges

it from all and any professional secrecy obligation, including but not limited to, the disclosure of these Terms and Conditions to the Bank's associates, branches, assignees, agents or other parties.

- 11.2** The Cardholder consents to the disclosure of the last known address of the Cardholder to any bank or MasterCard or VISA International or its successors.

12. INDEMNITY

The Cardholder undertakes and agrees to indemnify the Bank against actual 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 rights as herein provided. Actual costs and expenses in such regard may be debited to the Card Account and shall be paid by the Cardholder.

13. RIGHT TO SET-OFF

- 13.1** In addition to any general right of set-off or other conferred by the law to the Bank, the Cardholder agrees that the Bank 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 Cardholder with the Bank of whatever description and whosoever located and whether in QAR or any other currency and may do so notwithstanding that the balances on such account(s) and the sums due may not be expressed in the same currency and the Cardholder hereby authorises the Bank to offset any such combination, consolidation set-off or transfer with the necessary conversion at the Bank's prevailing exchange rates which shall be determined by the Bank at its absolute and sole discretion.
- 13.2** For the purpose of enabling the Bank to preserve intact the liability of any party including the Cardholder once a writ or summons has been issued or to prove the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank may think fit, the Bank may at any time place and keep for such time as the Bank may think prudent any monies received, recovered or realized hereunder or under any other security or guarantee to the credit of the Cardholder as the Bank may think fit without any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

14. NOTICES

- 14.1** The Cardholder must promptly notify the Bank in writing of any changes in employment or business or address (office and/or residence).
- 14.2** If the Cardholder wish to close their Credit Card account, both the Primary and supplementary card(s) shall be returned to the Bank fifteen (15) days prior to the closure and the use of the Card and supplementary card(s) shall be deemed to be terminated

and clause 9 shall henceforth be operative.

- 14.3 Scanned instructions sent by the Cardholder to the Bank through email, together with facsimile communication and secure online banking messages shall be considered valid and binding on the Cardholder and the Bank may act upon instructions conveyed through this message. The Bank may use copies of such instructions as binding evidence in any court of law.
- 14.4 All Credit Cards, PIN, Statements of Account, demands or any other communication under the Terms and Conditions (hereinafter collectively called "Communication") may be delivered personally or sent by ordinary post to the last known billing or other address of the Cardholder on the day of delivery if delivered by hand and on the next business day after posting, if sent by post. All communications under these Terms and Conditions sent to the Primary Cardholder or Supplementary Cardholder shall be deemed to be sent to both.

15. GENERAL TERMS

- 15.1 The Bank shall not be liable for acting in good faith upon the Cardholder's instructions.
- 15.2 The Cardholder undertakes to sign such further documents as may be requested by the Bank from time to time.
- 15.3 All fees pursuant to and in connection with the Terms and Conditions are non-refundable.
- 15.4 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.
- 15.5 The Bank shall be entitled at any time without consent of the Cardholder to assign the whole or any part of its rights, or obligations under these Terms and Conditions with or without notice to the Cardholder.
- 15.6 The Cardholder authorises the Bank at its discretion to record any instruction and to use such records as evidence in a court of law or other legal proceedings.

- 15.7 The Cardholder shall indemnify the Bank against any consequences, claims, proceedings or losses that may arise or be incurred by the reason of the carrying out telephonic instructions from or purported to be from the Cardholder.
- 15.8 The right and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 15.9 The Terms and Conditions herein are binding upon the Cardholder and he shall not assign his obligations herein to anyone else.
- 15.10 Each of these Terms and Conditions shall be severable and distinct from one another and if at any time any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 15.11 The Bank may at any time waive, either unconditionally or otherwise, any of these Terms and Conditions or any default or breach of the Cardholder, provided that such waiver is given in writing by the Bank and save as aforesaid no condoning or excusing of and no neglect or forbearance on the part of the Bank of any default or breach of any of these Terms and Conditions shall operate as a waiver of the Bank's rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing to the Bank. Any waiver shall operate only as 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.
- 15.12 In connection with the special discounts/offers made by the respective Merchants, the Bank does not hold out any warranty or make any representation of the delivery, quality, design, specifications or otherwise set out in respect of these offers. Also, these products/services are subject to availability and will be allocated on a first come, first served basis.
- 15.13 In connection with the special discounts/offers made by the respective Merchants, the Bank will not be held responsible where any of the Merchants withdraws cancels alters or amends these products/services. Also the Bank reserves the right to change the benefits available to Cardholder at any time without prior notice.

16. VARIATION OF TERMS

- 16.1 The Bank may from time to time change these Terms and Conditions. Subject to requirements of statute, notification of any such change shall be given to the Cardholder by the Bank either in writing or by publication thereof. Such changes shall apply on the effective date specified by the Bank and shall apply to all unpaid profit, charges, finance charges, fees, Cash Advances, costs and Card Transactions.
- 16.2 Retention or use of the Credit Card after the effective date of any change of Terms and Conditions shall be deemed to constitute acceptance of such changes without

reservation by the Cardholder. The Cardholder must terminate the use of the Credit Card by giving prior written notice to the Bank and return the Credit Card cut in half to the Bank prior to the effective date and clause 9 shall henceforth be operative. Upon such termination the annual fee paid is not refundable.

17. ANTI-MONEY LAUNDERING AND FUNDING OF TERRORIST ACTIVITIES:

In accordance with Qatar Central Bank guidelines, 'Banking and Financial Institutions have the right to take appropriate actions against the customer in case of any suspicion that customer activities involve money laundering or funding of terrorist activities'.

18. GOVERNING LAW

The Terms and Conditions are governed by and shall be constituted in accordance with the law of the State of Qatar and the Cardholder hereby submits irrevocably to the non-exclusive jurisdiction of the courts of the State of Qatar such submission, shall however not prejudice the rights of the Bank bring proceedings against the Cardholder in any other jurisdiction to the extent that these laws are not inconsistent with the principles of Shari'ah as interpreted by the Fatwa and Shari'ah Supervisory Board of the Bank, else the later will prevail".

Date

Name

Account Number

Signature