

DUBAI FIRST CREDIT CARD – GENERAL TERMS AND CONDITIONS

By applying for and activating or using a Dubai First credit card issued by First Abu Dhabi Bank PJSC, you have agreed to be bound by the following Terms and Conditions. These terms are in addition to any terms, conditions and declarations in the Dubai First credit card application form.

1. DEFINITION OF GENERAL TERMS

In these Terms and Conditions where the context so admits the following expressions shall have the meanings herein designated unless otherwise specified:

- “ATM” means an automated teller machine or any card operated machine, which accepts the Card for the purpose of issuing cash to the Card member.
- “Bill Payment Center” (BPC) means any machine designated by FAB for the purpose of depositing cash or cheque payments.
- “Cheque Deposit Box” (CDB) means any secure box designated by FAB for the purpose of depositing cheque payments.
- “Card” means Dubai First Visa and/or the Dubai First MasterCard credit card issued by FAB to the Card member; and include any Primary Card, Supplementary Card and Replacement Card.
- “Card Account” means the Dubai First Visa and/or the Dubai First MasterCard credit card account opened by FAB for the purpose of entering all credits and debits received or incurred by the Primary Card member and the Supplementary Card member, if any, under these Terms and Conditions; or
- “Card member” means the person for whose name and for use the Dubai First Visa and/or the Dubai First MasterCard Credit card is issued by FAB and includes the Primary Card member and any Supplementary Card member; or
- “Card number” means the unique 16-digit number embossed on the face of the Card, which uniquely identifies the Card Account.
- “Cash Advance” means any cash obtained by the Card member from an ATM or in any manner as authorized by FAB using a Card
- “Cash Advance Fee” means the charge detailed in Clause 5.3.
- “Charges” means any amount payable by the Card member arising from the issue or use of the Card(s) or the Card number or the Personal Identification Number (PIN) or otherwise under these Terms and Conditions and includes without limitation, all Transactions, fees, charges, interest, expenses, damages and legal costs and disbursements.
- “Credit Limit” means the maximum debit balance permitted by FAB for the Card Account for the Primary Card and the Supplementary Card, if any, and as notified to the Primary Card member from time to time for any Month. The Company reserves the right to amend the credit Limit (increase or decrease) at any time even without notifying the Card member.
- “Current Balance” means the total debit balance outstanding on the Card Account payable to FAB according to FAB’s records on the date the Statement of Account is issued.
- “FAB” means First Abu Dhabi Bank PJSC.
- “Finance Charge” means the charges referred to in Clause 4.8
- “Merchant” means any institution or person supplying goods and/or services who accepts the Card of the Card member as a means of payment or reservation by the Card member.
- “Minimum Payment Due” means the payment required to be made by the Card member under clause 4.5 hereof.
- “Month” means calendar month according to the Gregorian calendar.
- “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 Due is to be made to FAB.
- “PIN” means the Personal Identification Number issued to the Card member by FAB or selected by the Card member to enable the Card to be used for any Dubai First Card services or Transactions as per the Terms and Conditions.
- “Primary Card member” means the person to whom FAB has issued the Primary Card and for whom the Card Account is first opened by FAB;
- “Primary Card” means the Card belonging to a Primary Card member.
- “Replacement Card” means a further Card issued to an existing Card member to replace an existing Card.

- “Statement of Account” means FAB’s monthly or other periodic statement of account sent to the Primary Card member showing particulars of the Current Balance incurred by the Primary Card member and the Supplementary Card member(s), if any, and payable to FAB.
- “Supplementary Card member” means any person to whom a Supplementary Card is issued.
- “Transaction” means any Cash Advance or transaction of whatsoever nature entered into by the Card member using a Card.
 - (i) These Terms and Conditions will also include the specific terms and conditions related to the benefits and services offered to our Card members which are part of the Annexure to this Agreement
 - (ii) Words importing only the singular number shall include the plural number and vice versa.
 - (iii) Words importing any gender shall include all genders.
 - (iv) Words importing person shall include a sole proprietor, partnership firm, company, corporation or other entity.
 - (v) The headings to the clauses herein shall not be taken into consideration on the interpretation or instruction of the Terms and Conditions.

2. COLLECTION OF THE CARD

- 2.1 The Card may be collected by the Card member at such location as may be notified to the Card member by FAB from time to time or sent by post or sent by courier to the address notified to FAB by the Card member at the risk of the Card member.
- 2.2 Upon receipt of the Card, the Card member shall call FAB on the number specified in order to activate the Card. The Card member shall identify himself and advice of his account number and any other confidential information that FAB may require. The Card member consents to the recording of his telephone call with FAB and accepts that such record may be used by FAB as evidence in a court of law or any legal proceeding.
- 2.3 Upon receipt of the Card, the Card member shall sign the Card immediately and such signature and/or the use of the Card shall constitute binding and conclusive evidence of the delivery and confirmation by the Card member to be bound by these Terms and conditions notwithstanding that FAB is not notified of the Card member’s receipt of the Card. In the event that the card member does not wish to be bound by these terms and conditions, the card member shall cut the Card in half and return both halves to FAB and Clause 8 hereof shall thenceforth be operative.
- 2.4 The Card is and will be, at all times, the property of FAB and shall be surrendered to FAB immediately upon request by FAB or its duly authorized agent. FAB reserves the right to withdraw the Card at its absolute discretion and/or terminate the Card with or without prior notice and in whatever circumstances it deems fit.
- 2.5 The Card is not transferable. The Card may not be pledged by the card member as security for any purpose whatsoever.

3. USE OF THE CARD

- 4.1 The Card is issued for use in connection with the facilities made available by FAB 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 Card Account;
 - b. Any ATM transaction effected through the Card member’s accounts;
 - c. Cash Advance, as set out under Clause 5 hereof; and/or
 - d. Other facilities, subject to prearrangement with FAB, if applicable.
- 4.2 Where an ATM facility has been incorporated in the Card, the Card member shall be responsible for all transactions whether processed with the Card member’s knowledge or by his express or implied authority. The Card member hereby authorizes FAB to debit his account with the amount of any withdrawal in accordance with the record of transaction. The Card member accepts the record of transaction as conclusive and binding for all purposes.
- 4.3 The Card member undertakes to stay within the prescribed Credit Limit assigned/established by FAB for the Card member and the Card member further undertakes to effect no purchases or transactions which may cause the aggregate outstanding balance of the Card member’s obligations to FAB under all such purchases and transactions along with charges to exceed such

Credit Limit. If, in contravention of this provision, the Card member exceeds the Credit Limit, the Card member shall, in addition to the amounts payable under Clause 4.6 hereof, forthwith pay to FAB, upon demand by FAB, the full sum by which the Credit Limit is exceeded. In the event of a failure by the Card member to pay to FAB the full sum demanded as aforesaid the whole outstanding balance on the Card member's Card Account shall become immediately due and payable and the provisions of Clause 8.8 shall be applicable. Notwithstanding that the Card member's Credit Limit has not been exhausted, FAB shall be entitled to, at any time and without prior notice and without giving any reason and without liability towards the Card member, withdraw and restrict the Card member's right to use the Card or to refuse to authorise any Transaction.

4. PAYMENT

- 4.1 The Card member agrees to pay to FAB upon the request of FAB the annual membership fee as prescribed by FAB for the Card from time to time and the annual membership fee as prescribed by FAB for each Supplementary Card when issued or renewed. A handling charge, as prescribed by FAB from time to time is payable by the Card member to FAB immediately upon the request of FAB for the issue of a Replacement Card. Additional charges, as prescribed by FAB, are payable by the Card member to FAB immediately upon the request of FAB for the provision of copies of sales/cash advance drafts and any further services FAB may provide from time to time. FAB may, from time to time, by giving prior written notice to the Card member, change the amount of fees or charges payable by the Card member under these Terms and Conditions and the period of time within which the fees or charges are payable by the Card member under these Terms and Conditions. Such changes shall apply from the effective date specified by FAB.
- 4.2 All payments to be made by the Card member shall be in the billing currency of the Card Account. If payment is made in any other currency, the Card member shall pay FAB all exchange, commission and other charges or losses charged or incurred by FAB in converting such payment to the billing currency. Such conversion shall be effected at such rate of exchange as may be conclusively determined by FAB as at the date that it is recorded in the Account. Any payment made to FAB by the Card member in the billing currency of the Card Account will be credited to the Card Account only on the date of FAB's posting of the funds to the Card Account in Dubai and where payment is made in any currency other than the billing currency, such payment shall be credited after the date when such payment is converted into the billing currency or when the relevant funds have been received for value by FAB in Dubai and assigned to the Card Account.
- 4.3 FAB shall be entitled to treat the following as evidence of a debt properly incurred by the Card member to be debited to the Card Account:
 - 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 printed on the Card and duly completed; and/or
 - b. FAB's record of Cash Advances or of any other transactions effected by the use of the Card including but not limited to Transactions effected via mail order or via the telephone or via the internet.
- 4.4 Payment of the Current Balance as specified on the Statement of Account in FULL is due and payable not later than the Payment Due Date and the Card member shall incur no Finance Charge if FAB receives payment of the Current Balance in FULL on or before the Payment Due Date. In case Card member makes payment by cheque, the payment is considered as received after the cheque is cleared and posted to the Card Account on receipt of the cleared proceeds.
- 4.5 The Card member may choose not to settle the Current Balance in full, in which case the Card member must, on or before the Payment Due Date, pay the Minimum Payment Due specified in the statement. The Minimum Payment Due is calculated as follows:
 - a. If the Current Balance does not exceed the Credit Limit the Minimum Payment Due will be an amount of 5% of the Current Balance plus any unpaid Minimum Payment Due from the previous statement or AED 100.00 whichever is the greater (hereinafter referred to as "the Minimum Payment Due"); or
 - b. If the Current Balance exceeds the Credit Limit, the Minimum Payment Due is calculated as an amount equal to 5% of the Current Balance plus the entire excess amount over the Credit Limit, plus any unpaid Minimum Due from any previous statement; or
 - c. If the Cardmember has availed of Easy Purchase Plan then the Minimum Payment Due is as outlined in Annexure-1.
 - d. The Minimum Payment Due for all Dubai First cards excluding Royale is 5% or AED 100, whichever is greater.

- 4.6 If the Current Balance at any point of time exceeds the Credit Limit, then the Card member will be charged an Over limit Fee. The Over limit Fee will be debited to the Card Account.
- 4.7 In the event any cheque payment does not clear for whatever reason a Cheque Return Fee will be charged to the Card member Account.
- 4.8 If the Card member pays to FAB, by the Payment Due Date, an amount less than the Minimum Payment Due or equal to or more than the Minimum Payment Due but less than the Current Balance or if no payment is made then a Finance Charge as per the Schedule of Charges will be calculated on a daily basis and will be applied to the Current Balance from the date of the last statement until any repayments are credited to the Card Account or till the next statement whichever is earlier. If in the above instance a payment is made then for the period till the next statement, additionally a Finance Charge as per the Schedule of Charges will be calculated on the Current Balance less the payment made from payment date till the next statement date.
- 4.9 If the Card member pays to FAB any amount which is in excess of the Credit limit of the card or the Current Balance, whichever is higher, then FAB retains the right not to process such payments and to return the payments to the Card member. FAB also retains the right, in such cases as it deems necessary, to call such Card member to verify reason for such excess payments and to ascertain a bonafide reason thereof.
- 4.10 If the Card member fails to pay the Minimum Payment Due by the Payment Due Date, a late payment fee, to be determined by FAB from time to time, shall be debited to the Card Account.
- 4.11 All payments for purchases of goods and/or services and cash advances effected by the use of the Card and all Charges, annual fees, handling charges, additional charges, Finance Charges and/or late Payment Fee and/or Over limit Fee shall be debited to the Card Account in the billing currency and shall be reflected in the Statement of Account. FAB shall be entitled, at its sole discretion, from time to time to vary the rate or method of calculation of the Charges, annual fees, handling charges, additional charges, Finance Charges the specified Minimum Payment Due and/or late payment fee and/or Over limit Fee. All payments and credits may, unless otherwise decided by FAB, be applied by FAB, first to the outstanding amounts that have been billed to the Card Account for the longest period of time or to the Current Balance in its entirety as FAB may deem fit.
- 4.12 Without prejudice to FAB's rights at any time to take the appropriate legal action, FAB will charge a service fee for any returned unpaid cheques drawn by the Cardmember in full or partial payment of the Current Balance.
- 4.13 If a Transaction disputed by the Card member is subsequently proven to have been originated by him, FAB retains the right to charge-back, as from the date when the Transaction took place, the Transaction amount along with a Finance Charge and any additional fees and expenses incurred by FAB in the investigation thereof.
- 4.14 FAB's acceptance of late payments or partial payments or cheques or money orders marked as constituting payment in full or otherwise of the Current Balance or any indulgence granted by FAB in the failure to collect the amounts due from the Card member as and when they are so entitled under these Terms and Conditions shall not operate as a waiver by FAB nor modify these Terms and Conditions in any respect nor prevent FAB from later enforcing any of its rights under these Terms and Conditions to collect the amounts due hereunder.
- 4.15 The Card member hereby expressly agrees that if any sums shall be due from the Card member to FAB at any time under the Card Account or if the Card member shall be liable to FAB on any FAB account or any other account, current or otherwise, in any manner whatsoever, or if default is made by the Card member in relation to such accounts or any other FAB facilities granted by FAB to the Card member, then and in such event the whole Current Balance of the Card member's Card Account shall become immediately due and payable and the provisions of Clause 8.8 hereof shall be applicable.
- 4.16 Notwithstanding the exercise by FAB of any of its rights hereunder, interest, Finance Charges and payment charges at the rates stipulated in clauses 4.6, 4.9 and 5.3 hereof shall continue to be chargeable on any of the sums of money which remain due and unpaid after the exercise of any of FAB's rights. In the event that a judgment is obtained by FAB wherein it is adjudged that any sum of money should be paid to FAB, then interest, Finance Charges and late payment charges shall be payable on such sum of money so adjudged to be payable to FAB until the date of full payment thereof.
- 4.17 FAB may in its absolute discretion, demand as a condition for the approval of any application to obtain a Card, that the applicant deposits an undated cheque, promissory note for any amount which FAB may require. FAB may, at any time, demand that the Card member deposits an undated cheque and/or promissory note in favour of FAB for the amount which FAB may require

even where such a cheque, promissory note was not demanded when the card was issued to the Card member. The Card member has authorised FAB to insert the date of the said cheque and to present it for payment on the inserted date against any amount due to FAB. Any cheque deposits may only be regarded as received by FAB upon the same being credited to the Card Account.

- 4.18 Cheques deposited in CDB shall be credited to the Card Account only after conducting required verification as per FAB's process. Further, the deposited cheque shall be acceptable for collection only and the proceeds shall not be available until the cheque has been collected and cleared. Any such deposit may only be deemed to have been actually received by FAB upon crediting the said cheque amount to the Card account.
- 4.19 A Card member may choose to effect payment by depositing cheques in any of the BPC/ATM and/or CDB designated by FAB. FAB shall not be liable for any loss or delay caused by the use of the BPC/ATM and/or CDB. Cheques deposited at a BPC/ATM and/or CDB shall only be credited to the Card Account after verification by FAB (which verification shall be conclusive and binding against the Card member) and any statement issued on making a deposit shall only represent what the Card member purports to have deposited and shall in no way bind FAB as to its correctness.
- 4.20 The Card member agrees that the records of FAB of any Transaction effected by the use of the Card shall be conclusive and binding on the Card member for all purposes.
- 4.21 A Card member will not be allowed to transfer funds from one Card Account to another in settlement of the dues of a Card Account.

5. CASH ADVANCES

- 5.1 The Card member may obtain Cash Advances in such amount as may be acceptable to FAB, from time to time at its absolute discretion, by the following means:
 - a. Presenting the Card at any member institution of the corresponding credit card governing body (for example: Visa or MasterCard), which offers such facility together with evidence of their identity and signing the necessary transaction record; or
 - b. Use of the Card at any bank or institution with whom FAB has an arrangement for the use of the ATM (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM). The use of the Card by the Card member to obtain a Cash advance shall be deemed to constitute the agreement of the Card member to pay interest on each Cash Advance and a Cash Advance Fee, as detailed in Clauses 5. 2 and 5.3.
- 5.2 Cash Advance Finance Charge shall accrue on each Cash Advance from the date of the Cash Advance until repayment or the next Statement of Account whichever is earlier, at the current rate as per the Schedule of Charges. In case a payment is made prior to the next statement, an additional amount of Cash Advance Finance Charge on the Cash Advance, less payment made per month ,as per the Schedule of Charges will be applied from the date of the payment till the next statement date.
- 5.3 A Cash Advance Fee as per the Schedule of Charges shall be debited to the Card Account for each Cash Advance. FAB may, from time to time, vary the amount of the Cash Advance Fee and Cash Advance Finance Charge payable by the Card member to FAB and notify the same to the Card member through the Schedule of Charges and/or any form of communication as decided by FAB from time to time. Such variation shall apply from the effective date specified by FAB.

6. SUPPLEMENTARY CARD/JOINT AND SEVERAL LIABILITIES

- 4.1 FAB may in its absolute discretion issue a Supplementary Card to a person nominated by the Card member and approved by FAB. The issue of Supplementary Card(s) shall be subject to such terms and conditions, which FAB may deem necessary.
- 4.2 All the terms and conditions applicable herein to the Card member shall apply mutatis mutandis to the Supplementary Card member (that is, with the necessary changes to the Supplementary Card member and for such purpose the terms "Card member" and the term "Card" shall be read and construed as if the terms "Supplementary Card member" and "Supplementary Card", respectively were substituted therefore). Every Supplementary Card member shall be jointly and severally liable with the Primary Card member, as defined herein. Both the Supplementary Card member and the Primary Card member shall be liable jointly and severally for costs, for all goods and services and Cash Advances obtained and all Transactions generated by the use of the Card as well as the Supplementary Card(s). FAB may in its absolute discretion commence an action or proceedings under this subclass against the Primary Card member or the Supplementary Card member or both.

- 4.3 The undertakings, liabilities and obligations of the Primary Card member and Supplementary Card member shall not be affected in any way by any dispute or counterclaim or right of set off which the Primary Card member and the Supplementary Card member may have against each other. In addition to the aforesaid, and through a separate undertaking, the Primary card member shall be fully liable to FAB for all Charges and other liabilities incurred by the Primary card member and the Supplementary card member notwithstanding any legal disability or incapacity of the Supplementary card member. The Primary card member shall indemnify FAB against any loss, damage, liability, costs and expenses, whether legal or otherwise, incurred or suffered by FAB by reason of any breach of these Terms and Conditions by the Supplementary card member.
- 4.4 The Credit Limit assigned to the card member is inclusive of the Credit Limit of the Supplementary card member. The Primary card member and the Supplementary card member shall not permit the total of the Charges incurred under or through their respective Cards to exceed the said Credit Limit. In case, a Supplementary card member may have been assigned with a specific credit limit that shall constitute the maximum spending limit on the Supplementary Card. However, this in no way absolves the Primary Card member from being fully liable to FAB for all debts incurred by the Supplementary Card member.
- 4.5 The validity of the Supplementary Card is dependent upon the validity of the Primary Card. Upon termination of the use of the Primary Card or the Primary Card member's agreement with FAB, for whatever reason, the Supplementary Card(s) issued thereunder shall also be terminated. Termination of the Supplementary Card or the Supplementary Card member's agreement with FAB, for whatever reason, shall terminate the Supplementary Card and Supplementary Card agreement only and shall not terminate the Primary Card or the Primary Card member's agreement with FAB.
- 4.6 In the event that the Primary Card member requests a maximum Credit Limit on the Supplementary Card, any such request shall be treated as a preference only and should, for whatever reason the Supplementary Card member exceed such limit, the Primary Card member shall remain liable for the additional spending to the full extent of the outstanding balance.
- 4.7 FAB may disclose Primary Card member's account or additional information to Supplementary Card member(s) with the prior written approval from the Primary Card member.

7. LOSS OF CARD/DISCLOSURE OF PIN

- 7.1. FAB may issue a PIN to the Card member or the Card member may select a PIN via SMS, over the phone by calling the Contact Centre and/or IVR for use at any ATM, POS terminal which will accept the Card.
- 7.2. The Card member agrees that the PIN may be sent by post to him at his own risk.
- 7.3. The Card member shall be fully liable to FAB for all Transactions made with the PIN whether with or without the knowledge of the Card member.
- 7.4. The Card member shall take all reasonable precautions to prevent the loss or theft of the Card and shall not disclose the PIN to any party.
- 7.5. In the event that the Card is lost or stolen or that the PIN is disclosed to any other party, the Card member shall immediately, thereafter, report the said loss, theft or disclosure, together with the particulars of the Card, to FAB and the Police of the country where such loss or theft or disclosure occurred.
- 7.6. The Card member shall be and shall remain to be fully liable for any use of the Card by any person whether with or without the knowledge of the Card member and irrespective of whether they were authorised by the Card member or not.
- 7.7. FAB may at its absolute discretion issue a Replacement Card for any lost or stolen Card or new PIN on these Terms and Conditions or such other Terms and Conditions as FAB may deem fit.
- 7.8. In the event that the Card member recovers the lost or stolen Card, he shall return the same cut in half immediately to FAB without using it. The Card member shall not use the PIN after reporting the disclosure thereof to FAB.
- 7.9. All PIN-based transactions will carry the government or Central Bank Card member liability limits, which FAB must comply with and may affect use of the Card. Any Cards and PINs issued will remain the property of FAB.

8. TERMINATION/CONVERSION

- 8.1 The Card member may at any time notify FAB of his intention to close the Card Account and terminate the use of all Cards by giving notice in writing and returning all the Cards, cut in half, to FAB. The Card Account shall be closed only after the receipt by FAB of all Cards, cut in half, and the full payment of the outstanding balance of the Card Account.

- 8.2 8.2. The Primary Card member or any Supplementary Card member may at any time , before/during the termination of the Primary Card, terminate the use of the Supplementary Card by giving notice in writing and by returning the Supplementary Card, cut in half to FAB. In such event, all Card members, including the Supplementary Card member whose use of the Card has been terminated, shall be and shall continue to be jointly and severally liable to FAB for the outstanding balance of the Card Account in accordance with these Terms and Conditions, save that the Supplementary Card member, whose use of the Card has been terminated, shall not be liable for Charges and other liabilities incurred by the Primary Card member and any other Supplementary Card members (if any) after FAB's receipt of the cut Supplementary Card.
- 8.3 8.3. FAB may at any time, recall all or any of the Card(s) with or without giving prior notice to the Card member. The Card member shall immediately after such recall return such Card(s) cut in half to FAB and make full repayment of the outstanding balance of the Card Account to FAB.
- 8.4 8.4. FAB shall terminate the use of the Card without notice upon the death, bankruptcy or insolvency of the Card member or when the whereabouts of the Card member becomes unknown to FAB due to any cause not attributed to FAB. In the event of the Card member's bankruptcy, death, or insolvency, the holder(s) of Supplementary Card(s) will immediately cease the use of the Card(s) and return them to FAB.
- 8.5 8.5. The whole of the Current Balance on the Card member's Card Account together with any outstanding amount incurred by the use of the Card but not charged to the Card member's Card Account shall become due and payable to FAB on the termination of these Terms and Conditions by either FAB or the Card member, or on the death, bankruptcy or insolvency of the Card member or (at FAB's discretion) if the Card member is in breach of these conditions. The Card member and/or his estate will be responsible for the settling of outstanding balances on the Card Account and shall keep FAB indemnified for all costs (including legal fees) and expense incurred in recovering such outstanding balances.
- 8.6 8.6. FAB 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 of the Card(s).
- 8.7 8.7. Notwithstanding the due dates specified in the Card member's Statement of Account the whole of the outstanding balance on the Card member's Card Account shall become due and payable upon the occurrence of the following events:
- a. Termination of use of the Card under Clauses 2. 4, 8.1, 8.2, 8.3, 8.4, 8.5 and 13.3 hereof; or
 - b. Termination of use of the Card by the Card member under Clauses 2.3, 8.1 and 15.2 hereof;
- 8.8 Upon the termination of the Card, as aforesaid, all Charges, Finance Charges, all late payment fees and over limit fees shall be immediately due and payable to FAB. It is hereby expressly agreed by the Card member and FAB that all the provisions contained herein shall continue in full force and effect notwithstanding the termination of the use of the Card in accordance with the terms of these Terms and Conditions. All further monies debited to the Card member's Card Account after termination of the use of the Card aforesaid shall become immediately due and payable upon their entry into the Card member's Card Account and all Charges, Finance Charges, late payment fee and over limit fee shall also be immediately payable.
- 8.9 In the event that any security is held by FAB as collateral for the issuance of the Card, FAB reserves the right to retain such security, to the discretion of FAB, following the Card being cancelled and being returned to FAB, whether cancelled by the Card member or FAB, or following this agreement being terminated for whatever reason.
- 8.10 Notwithstanding the provisions of Clause 8.8, in the event that the Card member does not make a required payment due under the terms of these Terms and Conditions, FAB shall have the right to take necessary legal action in respect of any security held by it including assigning such security in the name of FAB, offsetting any outstanding payments with the said security or liquidating the said security.

9. EXEMPTIONS AND EXCLUSIONS

- 9.1 FAB shall not be liable for any loss or damage howsoever incurred or suffered by the Card member by reason of FAB or a Merchant or other bank or financial institution or any ATM or other party refusing to allow a Transaction or accept the Card or the Card number or the PIN or to provide Cash Advances up to the Credit Limit or at all.
- 9.2 FAB shall not be responsible for the refusal of any Merchant or member institution of the corresponding credit card governing body (eg. Visa/MasterCard International) to honour or accept the Card or for any defect or deficiency in the goods or service supplied to the Card member by any merchant or, where applicable, for any breach or non- performance by a Merchant of Card Transactions.

- 9.3 In the event of any dispute between the Card member and any Merchant or bank or financial institution or any other person, the Card member's liability to FAB shall not in any way be affected by such dispute or any counterclaim or right of set off which the Card member may have against such Merchant or bank or financial institution or person.
- 9.4 FAB will credit the Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the Merchant establishment.
- 9.5 FAB shall not be liable in any way to a Card member for any loss or damage of whatever nature due to or arising from the use of a Card or entry into a Transaction or any disruption or failure or defect in any ATM or other machine 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 FAB or otherwise.
- 9.6 FAB shall not be liable for any dispute brought to its notice by the Card member after the expiry of 30 days from the date of the respective Statement of Account.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 10.1 FAB agrees and confirms that all information received from the Card member including information pertaining to Card Account(s) and transactions shall be treated as confidential information. No financial information pertaining to the Card member shall be released to any person, entity or business without the written consent of the Card member.
- 10.2 The Card member, however, irrevocably authorizes and permits FAB, as it deems fit, and without any written consent whatsoever, to disclose and furnish such information, including financial information, concerning the Card member and its affairs, including, but not limited to, the account of the Card member under these Terms and Conditions to FAB's subsidiaries, affiliates, associates, branches, assignees, agents or other parties authorized by FAB to enable FAB to enforce the Card members obligations under these Terms and Conditions, both in the UAE and outside the UAE. The Card member also irrevocably authorizes and permits FAB to disclose and furnish such information, without any prior consent in case there are any proceedings brought by FAB against the Card member, or by any third party against the Card member in respect of the Card member's Card Account(s) or transactions with FAB or in case of any proceedings by third party against FAB in relation to the Card member's Card Account(s) or transactions with FAB. The Card member also irrevocably authorizes and permits FAB to disclose and furnish such information, without any prior consent when a court or other government or official entity including credit bureau, demands financial information pursuant to any proceedings or in compliance with any law or order being validly passed by such authority. The Card member authorizes the release of information in the cases mentioned above without the need for prior consent or approval or notification in any manner whatsoever.
- 10.3 FAB shall have the right to check the credit standing of an applicant for the Card and/or the Card member under any circumstances whatsoever, without reference to Card member. Such circumstances need not be relating to or arising out of these Terms and Conditions, including, but not limited to, the non-acceptance, for any reason whatsoever, of the Card by any Merchant, person, body, bank or any member institution of Visa/MasterCard International, rejection of the Card by any ATM, non-renewal, restriction or cancellation of Credit Limits or facilities, the listing of such Card number or Card member in any cancellation list, the failure of the Card member to receive the Statement of Account at the time elected by the Card member in the relevant application form executed prior to or simultaneously with these Terms and Conditions or under any circumstances where-in FAB shall be obliged to act reasonably to protect its rights under the provisions of these Terms and Conditions.
- 10.4 The Card member consents to the disclosure of the last known address of the Card member to any bank or Visa/MasterCard International or its successors and the disclosure of the Card numbers of the new, renewed or replaced Cards to Merchants and other interested persons.

11. INDEMNITY

The Card member undertakes and agrees to indemnify FAB and hold it harmless against any loss, damage, liability, costs and expenses, whether legal or otherwise, which FAB may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of FAB's rights as herein provided. All costs and expenses, including legal costs and disbursements on a solicitor and client's basis incurred by FAB in enforcing and seeking to enforce these Terms and Conditions or otherwise, may be debited to the Card Account and shall be paid by the Card member.

12. RIGHT OF SET OFF

- 12.1. FAB have the right at any time and without notice to the Card member to combine or consolidate all or any of Card member's accounts in FAB books and to set off or transfer any money standing to Card Member's credit in any of Card Member's account(s) in FAB against Card Member's liabilities or obligations to FAB. FAB shall also be at liberty to apply any security/assets of the Card member which are in the custody or control towards the satisfaction of the Card member's liabilities or obligations to FAB whether they are actual or contingent or joint or several. If FAB combine or consolidate the Card member's accounts or if FAB exercises its right to set off, it shall be without prejudice to any security they may hold.
- 12.2. For the purpose of enabling FAB to preserve the liability of any party, including the Card member, once a writ or summons or proceedings have been issued to prove the bankruptcy or insolvency of the Card member or, for such other reasons as FAB thinks fit, FAB may at any time deposit and retain for such time as FAB may think prudent any monies received, recovered or realized thereof under or any other security or guarantee to the credit of the Card member, as FAB may think fit, and without any obligation on the part of FAB to apply the same or any part thereof in or towards the sums due and owing.

13. NOTICES

- 13.1. The Card member must promptly notify FAB in writing of any changes in employment or business or address (office or residential) or if the Card member intends to be absent from the United Arab Emirates for more than thirty days.
- 13.2. If the Card member should be absent from the United Arab Emirates for more than thirty days, the Card Account shall be settled within seven (7) days prior to his/her departure.
- 13.3. If the Card member leaves the United Arab Emirates to take up residence elsewhere, any Primary Card and Supplementary Card(s) shall be returned to FAB fourteen (14) days prior to the Card member's departure and the use of the Primary Card and Supplementary Card(s) shall be deemed to be terminated and Clause 8.8 shall henceforth be operative.
- 13.4. All Cards, PIN, Notices, Statements of Account, demands or any other communication under these Terms and Conditions (hereinafter collectively called "Communications") may be delivered personally, sent by ordinary post or e-mail to the last known billing or other address of the Card member mentioned on the application form for issuance of the Card or the address made available to FAB by the Card member in writing as the latest. FAB shall not be liable in any manner whatsoever for any postal or other delays or the non-receipt of "Communications" by the Card member. All Communications under these Terms and Conditions sent to the Primary Card member or to the Supplementary Card member shall be deemed to be Communications sent to both.
- 13.5. A Telephone Identification Number (TIN) may be selected by the Card member upon proper verification of the Card member by FAB. TIN may be used to verify the Card member when the Card member calls the Contact Center, IVR or other contact points of FAB. The Card member will not disclose the TIN to any person. FAB will not be liable for acting in good faith on the Card member's instructions and FAB is indemnified against any consequences, claims, proceedings or losses that may arise or incur by reason of carrying out the Card member's instructions or purporting to be from the Card member.
- 13.6. Any instructions conveyed by the Card member through the Contact Center and/or the IVR and/or any of FAB branches or contact points shall be deemed valid. FAB has the right to record all such telephonic instructions and may act upon and use such records as evidence in the case of disputes/complaints or in a court of law or other legal proceedings. The Card member consents to such recording and use of the same by FAB. The Card member understands that the range of services provided through the Contact Center may change from time to time.
- 13.7. Instructions sent by the Card member to FAB through facsimile or email communication shall be considered valid and binding on the Card member and FAB may act upon instructions conveyed through this method. FAB may use copies of facsimile transmissions or any other electronic communications in any Court of Law.

14. GENERAL

- 14.1. The Card member undertakes to sign such further documents as may be requested by FAB from time to time with respect to the Card Account. All fees and charges pursuant to or in connection with these Terms and Conditions are non-refundable.
- 14.2. FAB may from time to time, use the Card member's contact details and non-financial account information for internal or external marketing campaigns.

- 14.3. FAB may verify and confirm the applicant's credit history with credit bureau, (if available), as well as with other institutions that grant credit. FAB may inform other credit institutions or credit information offices regarding the repayment history of the account.
- 14.4. Time shall be of the essence in these Terms and Conditions but no failure and/or delay in FAB's exercise of any right, power or privilege under these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof of the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided bylaw.
- 14.5. FAB shall be entitled at any time without the consent of the Card member to assign the whole or any part of its rights, or obligations under these Terms and Conditions with or without notice to the Card member.
- 14.6. These Terms and Conditions shall be binding upon the Card member and no assignment of right or obligations is permissible to the Card member.
- 14.7. FAB may appoint an agent to collect all sums due to FAB from the Card member under these Terms and Conditions.
- 14.8. From time to time and at its sole discretion FAB may offer additional benefits and services relating to the Card(s) such as travel insurance, purchase protection, travel assistance, free vouchers/discounts for certain services/campaigns, promotions etc. Such services/ promotions are offered on a best effort basis and FAB shall have no responsibility for direct, indirect, special, incidental or consequential damages in the event that they are not provided. FAB may modify or discontinue, and/or impose such charges for these services, as FAB shall determine from time to time at its sole discretion.
- 14.9. Sales Plan: The card member may at any time, prepay/pre settle any of the Sales Plans availed, after giving necessary prior notice to FAB. In case of any such early settlement, the card member has to pay the unbilled interest along with any early settlement fees as applicable to the particular sales plan.

15. VARIATION OF TERMS

- 15.1. FAB may from time to time, at its sole discretion, and without notice to the Card member, change or amend any of these Terms and Conditions including, but not limited to, the terms of payment by the Card member by way of annual fees, handling charges, additional charges, Finance Charges, the specified Minimum Payment Due, late payment fee and over limit fee. Subject to the requirements of statute, prevailing market conditions, FAB may notify any such change to the Card member by publishing thereof in the appropriate medium as decided by FAB. Such charges shall apply on the effective date specified by FAB and shall apply to all unpaid interest, fees, Cash Advances, Charges and Transactions.
- 15.2. Retention or use of the Card after the effective date of any change of Terms and Conditions pursuant to Clause 15.1 hereof shall be deemed to constitute acceptance of such changes without reservation by the Card member. If the Card member does not accept the proposed change, the Card member must terminate the use of the Card by giving prior written notice to FAB and return the Card cut in half to FAB prior to the effective date of any such changes and Clause 8.7 hereof shall henceforth be operative. Upon such termination the annual fee paid is not refundable.

16. WAIVER

No condoning, excusing, neglecting or forbearing on the part of FAB of any default or breach of any of these Terms and Conditions by the Card member shall operate as a waiver of FAB's rights and powers and no waiver shall be inferred from or implied by anything done or not done by FAB unless expressed in writing by FAB. Any waiver shall operate only as a waiver of the particular matter to which it relates and shall not operate as a waiver or release from any of these Terms and Conditions.

17. SEVERANCE

Each of these Terms and Conditions shall be severally 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 enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18. INTERNATIONAL SERVICE

- From time to time and at its sole discretion FAB may offer additional benefits and services relating to the Card(s), such as a replacement service for Card members travelling abroad. Such services are

offered on a best efforts basis and FAB shall have no responsibility for direct, indirect, special incidental or consequential damages in the event that they are not provided. FAB may modify or discontinue, and/or impose such charges for these services, as it shall determine from time to time and at its sole discretion.

- The Card member consents to FAB's disclosure, to any of its branches worldwide or to any third party, any information relating in any way whatsoever to the Card member or to his Card Account as it deems fit in its absolute discretion.
- The Card member agrees that if he requests the issuance of Dubai First Credit Card from FAB or an applicable credit card governing body (eg. Visa/MasterCard International) branch located in another country (hereinafter known as the "Outside Location"), such an application is subject to the approval of the Outside Location and the issuance of the Card is an offer, only, for the Card member to accept upon reading and accepting the Terms and Conditions enclosed therewith and that his signing, activation or usage of the Card shall be his acceptance of such an offer and that he shall be bound by the said Terms and Conditions.
- The Card member authorizes FAB to obtain and disclose to the Outside Location all and any information relating to him or to any of his accounts, that the Outside Location shall, at its sole discretion, deem necessary for the consideration of such an application by him.

19. GOVERNING LAW

- These Terms and Conditions are governed by and shall be construed in accordance with the laws of the United Arab Emirates.
- Any admissions or acknowledgment in writing by the Card member or any person authorised by the Card member of the amount of indebtedness of the Card member to FAB and any judgment obtained by FAB against the Card member in respect of such indebtedness shall be binding and conclusive in all courts of law in the United Arab Emirates and elsewhere. A certificate issued by an officer of FAB/or a statement issued by FAB as to the amount for the time being due and owing to FAB from or by the Card member shall be conclusive evidence against the Card member in any legal proceedings.