

## Covered Cards Terms and Conditions



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# Section A: General Terms and Conditions

## 1. Introduction

Dear Covered Card applicant,

In consideration of Abu Dhabi Islamic Bank PJSC (ADIB or Bank) agreeing to provide you with covered card services and benefits, you hereby agree to the following terms and conditions as amended from time to time (the "Terms and Conditions").

In view of the fact that the structure of the covered card requires the Security Amount of the Card Limit to be deposited, we hereby advise you to provide such amount from your funds available in your account with the Bank without creating a new liability in order to generate the amount; so that the Bank may render covered card services and benefits to you.

We further advise you not to use the Card for unnecessary expenditures.

## 2. Definitions

**AED** means the lawful currency of the United Arab Emirates.

**ATM** means automated teller machine or any card-operated machine or device whether belonging to the Bank or other participating banks or financial institutions or to the Visa or MasterCard global ATM network, or the affiliated networks thereof, as the case may be, which accepts the Card for Transactions.

**Card** means, in relation to a Cardholder, each Abu Dhabi Islamic Bank Visa and/or MasterCard covered card issued to a Principal Cardholder or Supplementary Cardholder from time to time and shall include any subsequently issued, renewed or replaced card (if any).

**Cardholder** means, in relation to a Card, the person(s) for whose use the Card was issued by the Bank including the Principal Cardholder and Supplementary Cardholder.

**Card Account** means the ADIB Mudarabah investment account opened by ADIB where the Card Limit is deposited and used for entering all credits and debits received or incurred by the Principal Cardholder and/or the Supplementary Cardholder (if any) and any unutilized daily balance is invested by ADIB on Mudharaba basis in accordance with these Terms and Conditions.

**Card Application** means the Card application form signed by the applicant which shall constitute an integral part of these Terms and Conditions.

**Card Limit** means an amount equal to the Security Amount and the maximum amount that may be utilized by use of the Card funded by the Principal Cardholder from an his own fund or by entering into Murabaha Contracts.

**Card Statement** means a monthly statement of the Card Account sent by the Bank to the Principal Cardholder showing (1) debits and credits to the Card Account in respect of the Transactions (2) the profit distributed (if any) to the Card Account and (3) the bonus amount (if any) from the Bank (subject to its discretion) to the Card Account. (4) Murabaha profit amount (if applicable).

**Cashback** means a cash bonus in AED credited by the Bank to the Card Account in accordance with and as specified in the Cashback Program section based on Qualifying Expenditure.

**Cash Transaction** means a transaction which involves a withdrawal or transfer of cash from the Card Limit such as cash withdrawal, cash on call and balance transfer and any cash transaction defined by ADIB as such from time to time.

**Chip** means a secure, microprocessor embedded in the plastic card for comprehensive payment service offered as an enhanced security feature on the Card(s) allowing an advanced verification mechanism and convenient usage options available for financial transactions to the Cardholder(s).

**MasterCard Paypass** means a contactless method of authorizing purchases by waving the Card in front of a point of sale device at a merchant, without the Cardholder having to sign or enter a PIN.

**Merchant** means any person, establishment, company or legal entity supplying goods and/or services and/or other benefits which accepts the Card or the Card numbers as a means for payment by the Cardholder.

**Murabaha Contract** means the contract between the Bank and Principal Cardholder under which the Bank sells on Murabaha basis to the Principal Cardholder, for the Selling Price, identified commodities or a common share of commonly held identified commodities.

**PIN** means the personal identification number issued to or amended by the Cardholder to enable him/her to use the Card.

**POS** means a point of sale device which accepts the Card or Card numbers as a means for payment by the Cardholder for purchase of goods or services.

**Principal Card** means the Card issued by the Bank to the Principal Cardholder.

**Principal Cardholder** means a person other than the Supplementary Cardholder who opened the Card Account with the Bank and in whose name the Principal Card is issued.

**Qualifying Expenditure** means all expenditure duly incurred on Cards which are eligible for Etihad Guest Miles accrual, Etisalat More Points accrual, Cashback or others as may be specified by ADIB from time to time in its sole discretion. Qualifying Expenditure shall include (1) the amount debited from the Card Account expressed in

AED and where the purchase is in another currency, the equivalent in AED as converted at ADIB's prevailing spot rate of exchange at the purchase time (2) such other transactions as ADIB may agree to admit for eligibility from time to time.

**Specific Merchants** means any shop or any outlet or any market registered with VISA under categories like Supermarkets, Government Services (e.g. Fines, Taxes, Bonds), Utilities, Education, Service/Petrol Stations, Real Estate Agents, Public Transport (e.g. Taxis, Metro, Buses), Road Tolls/Salik, Charities/Religious Organisations.

**Selling Price** means the deferred sale price (including a specific profit amount) of the commodities or a common share in commodities under the Murabaha Contract.

**Schedule of Charges** means the document prescribing fee(s), charges and other fee(s) applicable to but not limited to the Card, Transactions and/or Card Account, issued by the Bank from time to time to the Cardholder and the said schedule is also available at each branch of the Bank and the website of the Bank. The Schedule of Charges shall form integral part of these Terms and Conditions.

**Services Contract** means the banking services contract signed between the Bank and the Principal Cardholder

**Security Amount** means the amount deposited in the Card Account by the Principal Cardholder as security.

**Supplementary Card** means the Card issued by the Bank to the Supplementary Cardholder.

**Supplementary Cardholder** means each person who is issued with a Supplementary Card on the request of the Principal Cardholder.

**Transaction** means the purchase of goods and /or services, or cash withdrawals made by use of the Card and/or the Card and PIN.

**Visa payWave** means a contactless method of authorizing purchases by waving the Card in front of a secure POS at a Merchant, without having to sign or enter a PIN.

**UAE** means the United Arab Emirates.

### 3. Background

#### Pursuant to the Card Application and Murabaha Contract (if any):

1. The Cardholder has funded the Card Limit from his/her personal sources; or
2. The Bank and the Principal Cardholder have entered into the Murabaha Contract and the Principal Cardholder has deposited the Security Amount in the Card Account as security for payment of the Selling Price. Pursuant to the Murabaha Contract, the Bank has authorized the use of the Security Amount by the Principal Cardholder to settle the Transactions. The Bank may give a bonus amount for the benefit of the Principal Cardholder.

The Card is issued by the Bank to the Cardholder under these Terms and Conditions and the terms and conditions of the Services Contract.

**IMPORTANT:** Prior to using the Card, the Cardholder must read carefully these Terms and Conditions. By signing and/or using the Card and/or signing any acknowledgement of receipt of a Card, each Cardholder shall be deemed to have read and accepted these Terms and Conditions and will be bound by them.

### 4. Issuing of Card

- 4.1 The Card Application shall be an offer by the Principal Cardholder that the Bank may, in its sole discretion, accept and such offer and acceptance shall be subject to these Terms and Conditions.
- 4.2 Following acceptance by the Bank, the Card will be delivered through the Bank's branches or through a courier company, but the Bank reserves the right to deliver it through other means at the sole responsibility of the Cardholder.
- 4.3 Unless cancelled earlier in accordance with these Terms and Conditions, each Card will remain valid from the date of its issuance or renewal to the date of its expiry specified by the Bank on the Card.

## 5. Card Usage

- 5.1 The Cardholder must confirm his/her personal details on the Card and sign on the signature panel on the reverse of the Card immediately upon receipt of the Card.
- 5.2 Prior to conducting any Transaction, the Cardholder may be required by the Bank in its absolute discretion, to activate the use of the Card by telephone or in such other manner as the Bank may, from time to time, specify.
- 5.3 Any transaction supported by the imprint of the Card or electronic log is presumed a genuine transaction unless proved otherwise, irrespective of the signature being present or not on the transaction slip.
- 5.4 The usage of the Card is restricted to the Cardholder within the Card Limit. The Bank may, at any time and at its own discretion and with or without notice to the Cardholder, authorise a Transaction which shall cause the Card Limit to be exceeded. If the Card Limit for a Card is exceeded, then without prejudice to the Bank's rights and remedies, the Principal Cardholder (and, if relevant, the Supplementary Cardholder) shall immediately and in any event no later than two (2) business days, make payment of the excess over and above the Card Limit. Notwithstanding that the Bank has authorised the excess over the Card Limit, the Bank in its absolute discretion shall have the right, at any time and without notice and without giving any reason and without any liability to any Cardholder, to withdraw or restrict the Cardholder's right to use a Card or Card Account, to refuse to authorise any Transaction, to temporarily increase or decrease the Card Limit or modify or terminate any of the facilities or benefits made available to the Cardholder. Such action may be taken by the Bank in respect of all Cardholders generally or only a specific Cardholder notwithstanding that the Cardholder may not be in default of these Terms and Conditions. In particular, the Cardholder shall not be entitled to any Guest Miles, cashback or similar benefit or loyalty reward with respect to any Transaction or Qualifying Expenditure conducted by the use of Card in excess of the Card Limit. In the event of any modification, termination or cancellation pursuant to this Clause, the Bank shall reimburse any charges or fees paid by the Principal Cardholder on pro-rata basis.



- 5.5 An administration cost, as specified in the Schedule of Charges will be debited from the Card Account by the Bank if the Cardholder exceeds the Card Limit.
- 5.6 The Card may be used at any ATMs, POS terminals and Merchants around the world displaying the Visa or MasterCard logo. The Bank is not responsible for any act of negligence or refusal for any service by any Merchant or for damages arising as a result of malfunction of any Card, ATMs, POS terminals or other electronic devices.
- 5.7 Safety and safekeeping of the Card and its related PIN is the responsibility of the Cardholder. Any transaction performed on the ATM or where a PIN entry is necessary shall be deemed to have been performed by the Cardholder himself/herself, if the Card is not reported as lost or stolen irrespective of the person performing the Transaction.
- 5.8 The Card is issued for the Cardholder's personal use only and the Cardholder is not authorised to use the Card for business or corporate purposes and/or activities. The Bank may, in its discretion, restrict, cancel the Card and/or not award Etihad Guest Miles or any other similar reward and/or debit any Cashback, if the Bank determines in its sole discretion that the Card has been used for non-personal use, fraudulent or illegal Transactions.
- 5.9 The Cardholder shall not use the Card or allow any third party to use the Card for any purpose or Transaction prohibited by Shari'a or law or public policy and the Bank in its sole discretion may decline any such transactions (including those carried out through the Internet or other electronic means).
- 5.10 In the event that the Cardholder uses the Card or allows any third party to use the Card for any purpose or transaction as prohibited in condition 5.9 above, then the Cardholder and/or the third party shall be exclusively responsible and liable under the law for using the Card for any such purpose or transaction. The Bank shall have no liability or responsibility of whatsoever nature and howsoever arising on account of the Card being used for a purpose or transaction prohibited by law or otherwise. In the event that the Bank incurs or sustains any cost, loss, damage or expense as a result of either the Card being used for any purpose or transaction prohibited by law or public policy, then the Principal Cardholder (and, if relevant, the Supplementary

Cardholder) shall immediately reimburse the Bank for the full amount of the aforementioned actual loss, damage or expense. Furthermore, the Bank may, forthwith without notice and without liability to any Cardholder cancel the Card and Card Account.

5.11 The Cardholder shall not use the Card or allow any third party to use the Card in a Transaction prohibited by Shari'a as determined by the Fatwa and Shari'a Supervisory Board of the Bank. 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, tobacco, casinos, bars, nightclubs, merchants selling and/or providing pornography related products and/or services will be declined. In case of such use, the Bank reserves the right forthwith without notice and without liability to 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.

## 6. Payments

6.1 The amount of all Transactions shall be debited to the Card Account.

6.2 In certain situations, any actual expenses either during authorisation or settlement including any communication expenses such as telephone and telexes shall be debited to the Card Account.

6.3 All charges including legal charges and other liabilities incurred by the Cardholder and fees levied by the Bank for the use of the Card as specified in the Schedule of Charges as well as actual losses or damages incurred by the Bank from the use of the Card shall be debited to the Card Account.

6.4 All Transactions shall be deemed valid and the amount of all Transactions shall be considered due and payable by the Principal Cardholder and shall be debited to the Card Account. Any dispute or claims arising under any Transaction will be dealt with separately according to Visa's or MasterCard's (as the case may be) operating regulations. The Bank shall not reimburse any of the amounts debited unless the claim is reported to the Bank by the Principal Cardholder and until the case is investigated and

resolved and the Cardholder is obviated from any responsibilities.

- 6.5 For the duration of the validity of the Card, the Cardholder is required to make a monthly payment under the terms of the Murabaha Contract (if any) or the Card Account Application. The Murabaha installment amount due and payable and the utilized amount payable by the Cardholder shall be the amount (if any) shown on the relevant Card Statement.
- 6.6 Where the Cardholder makes payment by a cheque, the Cardholder shall allow for a minimum of five (5) business days for the cheque to clear. The Bank shall only credit the payment to the Card Account once the cheque has cleared and the Bank is in receipt of cleared funds.
- 6.7 Any payments made by the Cardholder will be applied by the Bank in or towards payment of Cardholder's obligations to the Bank under these Terms and Conditions in such order as the Bank may in its sole discretion determine.
- 6.8 If the full amount due and payable is not paid by the payment due date, the Bank shall have the right to block the Card and if the Cardholder continues not to pay, the Card will be cancelled after sixty (60) calendar days from the first payment due date. A new Card will not be issued unless the full amount is repaid and a fresh arrangement entered into (if required).
- 6.9 Without prejudice to the Bank's rights and remedies, the Bank shall have the right to debit and/or freeze any of the Cardholder's accounts with the Bank at any time to recover all amounts due and payable from the Cardholder without prior notice and without any liability to the Cardholder.

## **7. Supplementary Card**

- 7.1 The Bank may, in its sole discretion, issue Supplementary Card to any person nominated as a Supplementary Cardholder upon the request of the Principal Cardholder.
- 7.2 These Terms and Conditions shall apply to the use of the Supplementary Card and the Principal Cardholder agrees to ensure that each Supplementary Cardholder reads, understands and undertakes to act in accordance with these Terms and Conditions and Schedule of Charges and amendments thereto made from time to time.

- 7.3 The validity of the Supplementary Card shall be linked to the Principal Card. The validity will be either equal or less than the Principal Card. Once the Principal Card is cancelled for any reason, the Supplementary Card shall also be cancelled automatically.
- 7.4 The Principal Cardholder can request as many Supplementary Cards on his/her Card Account as he/she wants (within the policy and procedures laid down by the Bank) and all the Supplementary Cards shall share the Card Limit in accordance with the Card Application.
- 7.5 Both the Principal and Supplementary Cardholders shall be, severally and jointly liable for any outstanding amounts damages and losses arising from the use of the Supplementary Card.

## **8. Loss and Theft of Card**

- 8.1 If the Card is lost or stolen or the Cardholder suspects any fraudulent (as determined by the Bank) or suspicious activity with regard to the Card, the Cardholder shall immediately report the same to the Bank by telephone or in person at its branches. The Cardholder will be responsible for any unauthorised Transactions affected before a telephone or written confirmation of the loss or theft is received by the Bank. A police report must also be obtained and a copy sent to the Bank in respect of any fraudulent or suspected misuse of the Card.
- 8.2 Promptly upon receipt by the Bank of a telephone or written notification of loss or theft of a Card, the Cardholder will have no further liability on any new Transactions on that Card Account provided that the Cardholder has acted with all reasonable care and diligence in safeguarding the Card and promptly reporting its loss or theft to the Bank.
- 8.3 Any charges levied for a lost or stolen Card that are paid by the Bank, for example, publishing a reward for any information that leads to the capture of anyone responsible for stealing the Card, shall be charged to the Cardholder and debited to the Card Account to the extent of negligence or misconduct by the Cardholder. The decision whether or not to publish shall be taken by the Bank only after evaluating the seriousness of the situation. In the event the investigation undertaken by the

Bank proves that the Cardholder is not responsible for the lost or stolen Card, the Bank shall reimburse the charges to the Card Account.

- 8.4 If the Cardholder requests a replacement for a lost or stolen Card, the Bank may, at its absolute discretion issue a replacement Card subject to these Terms and Conditions. The issuance fee for such replacement Card shall be debited to the Card Account.
- 8.5 In the event that the lost or stolen Card is recovered, the Cardholder must not use the Card again. The Cardholder should report the recovery to the Bank in writing and shall destroy it by cutting it in half and returning the same to the Bank.

## **9. Personal Identification Number (PIN)**

- 9.1 The Bank will issue a PIN to the Cardholder to authenticate Transactions at ATMs and other PIN based terminals.
- 9.2 The PIN will be delivered to the Cardholder at the Bank's premises or sent to the Cardholder by courier upon request. The courier charges for carrying out such request will be borne by the Cardholder and debited to the Card Account.
- 9.3 The Cardholder shall not disclose the PIN to any person. Accordingly any PIN related Transaction shall be deemed to be performed by the Cardholder.

## **10. Card Statements**

- 10.1 The Bank shall send a Card Statement to the Principal Cardholder each month. If the Principal Cardholder does not receive the Card Statement, he/she should report to the Bank immediately and request a copy of the Card Statement. In the event that the Bank is unable to send the Card Statement for any reason whatsoever or the Card Statement is not received by the Principal Cardholder, the Bank shall not be liable to the Cardholder for any consequence of not receiving his statement and the obligations of the Cardholder to the Bank under these Terms and Conditions shall not be affected and all charges and fees payable under these Terms and Conditions shall continue to be applicable.

- 10.2 The Cardholder must verify all the Transactions billed on the Card Statement and in case of any discrepancy, notify the Bank immediately.
- 10.3 If the Principal Cardholder does not recognize a Transaction and wishes to receive a copy of the Transaction record, the Bank shall arrange to provide such a copy in accordance with Visa or MasterCard rules and regulations and the Cardholder shall be liable for the applicable charges incurred relating to providing such copies in accordance with the Schedule of Charges. In the event the investigation undertaken by the Bank, proves that the Cardholder is not responsible for the Transaction the Bank shall reimburse the charges to the Card Account.
- 10.4 All notices sent by the Bank to the Principal Cardholder's last known address (including email address) notified in writing by the Principal Cardholder to the Bank shall be deemed validly served and binding on the Cardholder.
- 10.5 The Principal Cardholder must promptly notify the Bank in writing of any changes in his/her personal information, including but not limited to home address, mobile number, email address, P.O. Box Number, home telephone number and office telephone number.

## **11. Renewals**

Following the expiry date of the Card, the Bank may, at its sole discretion issue a new Card pursuant to a new arrangement between the Bank and the Cardholder.

## **12. Disputes on transactions**

- 12.1 The entries in the Card Statement shall be presumed to be correct unless the Principal Cardholder objects to the entries within a period of fifteen (15) banking days from the date of the Card Statement and proves them to be incorrect.
- 12.2 If the Principal Cardholder objects to an entry, the Principal Cardholder must send a signed Dispute Form to the Bank and the Bank shall then initiate an investigation and advise the Principal Cardholder with the outcome. The Bank shall charge an investigation fee in accordance with Schedule of Charges. If a disputed transaction is found to be genuine, a transaction

dispute fee shall be debited to the Card Account. In the event the investigation undertaken by the Bank, proves that the disputed transaction is found not genuine the Bank shall reimburse the charges to the Card Account.

12.3 The Bank is not obliged to investigate any Transaction not reported to the Bank by the Principal Cardholder within the time frame mentioned above.

## 13. Cancellation

13.1 The Principal Cardholder may, by a written request to the Bank, cancel the Card anytime. The Principal Cardholder will be released from the liability arising under the Card Account, Principal Card and any Supplementary Cards, after:

- (a) Surrendering Principal and any Supplementary Cards, and any other similar card or product to access the Bank or third party services, issued - to the Principal and/or Supplementary Cardholder;
- (b) Settling all amounts due and payable by the Principal Cardholder to the Bank on the Card; and
- (c) the passage of a period of forty five (45) business days from the cancellation of the Cards and confirmation that there are no Transactions pending in transit.

13.2 The Bank has the right to cancel, withdraw or suspend fully or partly or restrict use of the Card at anytime without any notice and/or advice to the Principal Cardholder and to settle all outstanding amounts due and payable by the Principal Cardholder to the Bank from any of the Cardholder's accounts held with the Bank for reasons including but not limited to cases of fraud, suspicious activity or national security.

13.3 A customer who has cancelled his Card may apply for a new Card after six (6) months from the date of cancellation subject to the Bank's credit policies at that time.

13.4 Notwithstanding any cancellation, these Terms and Conditions will remain valid and in full force until payment of the Transactions and all other outstanding amounts in respect of the cancelled Card(s) have been received by the Bank.

## 14. General

- 14.1 The physical Card remains the property of the Bank at all times. The Bank may, at its absolute discretion, without prior notice and without liability to any Cardholder suspend, cancel, withdraw or terminate any Card at any time and without assigning any reason thereof. For such event the Cardholder must immediately return any and all Cards to any of the Bank's branches.
- 14.2 The Bank reserves the right to amend these Terms and Conditions, the Schedule of Charges and other fees payable by the Cardholder from time to time, at its sole discretion by giving at least two (2) months written notice to the Cardholder. Publication of such changes by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder. Use of the Card on and after the date upon which any amendment to these Terms and Conditions, the Schedule of Charges or other fees and charges payable by the Cardholder is to have effect (as may be specified in the Bank's notice) will constitute acceptance, without reservation by the Cardholder, of such amendment. The latest version of these Terms and Conditions can be found on [www.adib.ae](http://www.adib.ae). The Cardholder may refuse to accept such changes by advising the Bank of his/her non-acceptance before the effective date of such change. The Cardholder's non-acceptance of the changes shall be deemed a request by the Cardholder to cancel the Card and the Cardholder must return the Principal Card and any Supplementary Card(s) to the Bank for cancellation. The Cardholder will indemnify the Bank (notwithstanding any termination of the Cardholder's obligations under these Terms and Conditions) against Transactions and any charges and liabilities in respect of the Card(s) incurred prior to the return of the Card(s) to the Bank and payments of all amounts outstanding in relation to each Card.
- 14.3 These Terms and Conditions supersede any similar agreement with the Bank in connection with the issue or use of the Card(s), such agreement being hereby cancelled.
- 14.4 The Schedule of Services and Charges together with details of any other fees and charges applicable to the Card and its use are available at any of the Bank's branches in the UAE or a copy may be obtained from the Bank's website.



- 14.5 The Card and PIN are issued by the Bank at the full risk of the Cardholder. The Bank shall not be responsible for loss or damage caused due to the Card and PIN which are not due to the Bank fault and negligence.
- 14.6 The Cardholder shall exercise every possible care to prevent the Card and its related PIN being lost or stolen or disclosed to any other person and shall notify the Bank immediately and confirm in writing of any such incidence. Notwithstanding anything to the contrary in these Terms and Conditions, the Cardholder will be liable for all actual costs, losses, expenses or liabilities incurred or sustained by the Bank arising from the use of the Card by any person obtaining possession of it with the Cardholder's consent.
- 14.7 The Bank shall not be responsible in any way for goods or services purchased by the Cardholder from the Merchant on the Card and in all circumstances the Cardholder shall honor all vouchers executed bearing the electronic or manual imprint of the Card irrespective of the Cardholder's signature. Any complaint by the Cardholder must be resolved by the Cardholder with the Merchant directly and the Bank shall have no involvement or responsibility in relation to such complaint. No claim by a Cardholder against a Merchant may be the subject of a claim against the Bank. 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 a Merchant.
- 14.8 With respect to any Transaction in a currency other than AED, the Cardholder authorizes the Bank to convert such currency into AED in accordance with the non AED transactions wholesale foreign exchange market spot rate that is selected and applied by Visa or MasterCard on the date of conversion.
- 14.9 In case of death of the Cardholder, the Bank shall have the right to demand from the heirs of Cardholder to settle all outstanding amounts (if any) immediately in accordance with Shari'a governing guidelines of inheritance. If the Cardholder is declared bankrupt, all outstanding amounts from the Cardholder shall immediately become due and payable to the Bank.
- 14.10.1 In the event of payment default by the Customer, ADIB shall be entitled to open an account at ADIB and present the promissory note or security cheque provided by the Customer together with the Card Application form.

- 14.10.2 The security held against the Card Account, such as salary assignment, promissory note, security cheque, deposit, guarantee or any other security shall not be released until forty five (45) business days after the cancellation and full settlement of the Card Limit (if any).
- 14.11 The Cardholder understands, acknowledges and accepts that:
- a) The services rendered by the use of the Card may be suspended in some countries on some days due to religious, national and other official holidays;
  - b) The Bank may suspend the use of the Card if there is any suspicion of fraud or illegal use of the Card; and
  - c) If the Cardholder wishes to leave the UAE in order to reside elsewhere, the Card shall be returned to the Bank sixty (60) calendar days prior to his/her departure.
- 14.12 Transactions conducted while on [www.adib.ae](http://www.adib.ae) secure portal will not earn Etihad Guest Miles, cashback or any other similar loyalty reward. For the avoidance of any doubt, this includes any Transaction made by the use of the Card with merchants or service providers such as Etisalat, DEWA, ADEWA or other merchants or service providers.
- 14.13 The Bank shall in its sole discretion have the right to debit any Etihad Guest Miles or Cashback or similar loyalty reward that may have been incorrectly credited to the Card Account and / or to the Etihad Guest Account due to a technical, operational or any other reason.
- 14.14 Whenever required by the Bank, the Cardholder shall furnish data concerning his or her financial position to the Bank. The Cardholder further authorises the Bank to independently verify the information furnished with any of its bankers, accountants, auditors, any credit bureau or other relevant third party. If the data is not furnished when called for, the Bank may at its discretion, refuse renewal of the Card or cancel the Card forthwith.
- 14.15 Each Cardholder authorises the Bank to disclose information concerning the Cardholder or the Cardholder's Card Account to such persons as the Bank may see fit or as may be required by law including without limitation, the UAE Central Bank, any credit bureau, collection agency or other banks or financial institutions.
- 14.16 These Terms and Conditions shall be governed by and construed in accordance with the federal laws of the UAE as applied by Abu Dhabi courts to the extent that such

laws do not contravene the principles and rules of Shari'a, as determined by Fatwa and Shari'a Supervisory Board of the Bank. The parties hereby submit to the non-exclusive jurisdiction of Abu Dhabi courts in relation to any dispute or any proceedings arising out of or in connection with these Terms and Conditions.

14.17 These Terms and Conditions shall be read in conjunction with the General Terms and Conditions of Accounts and Banking Services and such General Terms and Conditions of Accounts and Banking Services shall be incorporated herewith as if set out in full herein.

14.18 Any matter not contained herein shall be subject to the rules and regulations of Visa International or Mastercard as amended from time to time, provided that such provisions do not contravene the rules and principles of Shari'a as determined by the Fatwa and Shari'a Supervisory Board of the Bank.

14.18.1 - Upon the migration to ADIB, post execution of the Murabaha Sale Contract and related documents, the Cardholder shall have no obligations to Barclays in relation to his/her previous Barclays credit cards. Thus, the promissory note or security cheque provided by the Cardholder to Barclays together with the card application form shall not be considered as securities anymore to Barclays for such credit card(s)' obligations.

14.18.2 - Pursuant to clause 14.18.1 above, the Cardholder assigns such promissory note or security cheque to ADIB as securities for his/her obligations under the Murabaha Sale Contract(s) related to the Cardholder's Covered Card(s). ADIB shall exercise its security rights on this promissory note or security cheque in the event of payment default by the Cardholder

## **SECTION B: General Mechanism of the Covered Card**

### **15. Mechanism of the Covered Card**

15.1 The mechanism of the covered card the Card is based on the Principal Cardholder providing the Card Limit from the Principal Cardholder's personal sources or through a Murabaha arrangement with the Bank that is equal to the amount the Principal Cardholder wants to be made available for utilization by use of the Card. The payment of the amount utilized and due as a result of such use will be made from the Card Limit.

Therefore, from Shari'a point of view, the Card is a covered guarantee wherein ADIB as the Card issuer is the guarantor and the Cardholder is the party being guaranteed and other external parties related to the Card use are the beneficiaries of the guarantee. The Card Limit will be deposited in a Card Account.

15.2 If the Principal Cardholder does not want to provide the Card Limit from Cardholder's personal sources, the Principal Cardholder will be able to purchase from ADIB, through a deferred payment Murabaha, a share in a quantity of specified commodities that is owned by ADIB (and in which ADIB bears the risks by virtue of having constructive delivery).

If the Principal Cardholder purchases a share in the commodities with ADIB (and any other purchasers from ADIB) under partnership (sharikat mulk - شركة ملك), the Principal Cardholder, together with the other owners, will bear the risk in the commodities (including price risk) pro rata in accordance with the Principal Cardholder's relevant share.

15.3 Under the terms of the Murabaha Contract, the Principal Cardholder (as the purchaser) will deposit in an investment account with ADIB an amount equal to the cost price specified in the Murabaha Contract by the way of security for the deferred Selling Price and the Principal Cardholder may utilize such amount in the manner agreed by ADIB (as the seller) provided the Principal Cardholder, during the deferred period of the Murabaha Contract, re-deposits a part of the utilized amount monthly.

15.4 Upon purchasing a share of the commodities and bearing the underlying transaction risks, the Principal Cardholder shall have the right either to require a physical delivery of his/her share at his/her own expenses (in accordance with the terms of the Murabaha Contract) or to sell the share to the third party.

a) If the Principal Cardholder chooses to sell, he/she will sign an offer to sell (the "Offer to Sell") directed to the third party purchaser recommended by ADIB or any other purchaser the Principal Cardholder might choose to sell to. The Principal Cardholder shall forward the Offer to Sell to the purchaser or may ask the Bank (as a messenger) to forward it to such purchaser.

15.5 Once the Offer to Sell has been signed and accepted by the

purchaser, the Principal Cardholder might choose to sign a Service Contract with ADIB and agree on the following:

- 15.5.1 ADIB shall collect the Selling Price from the third party purchaser; to whom the Offer to Sell notice is directed (provided that party accepts the Sale).
- 15.5.2 ADIB shall deposit the Selling Price in the Card Account in accordance with the security condition in the Murabaha Contract, if the applicant does not deposit the security amount from his/her own available cash. If the security amount has been deposited in the applicant's current account with ADIB, the applicant shall have the right to use this money as he/she pleases.
- 15.5.3 ADIB shall allow the Principal Cardholder to use the security amount (which represents the Card Limit) through the Card.
- 15.6 If the Principal Cardholder chooses to provide the Card Limit from his/her own personal sources, the Principal Cardholder shall sign a special Services Contract to be able to use the Card Limit through the Card.
- 15.7 In accordance with the Services Contract, ADIB (on behalf of the Principal Cardholder) shall pay all the amounts due from the use of the Card from the Card Limit available in the Card Account.
- 15.8 The Principal Cardholder shall have the right to request cash withdrawals using the Card Limit and not only for purchasing goods and services. If the Principal Cardholder chooses to use the Card for cash withdrawals, then Principal Cardholder shall pay a service charge a fee as specified in the Schedule of Charges against each cash withdrawal.
- 15.9 ADIB's profit shall be as specified in the Murabaha Contract (if there is a Murabaha Contract). The remaining amount of the monthly payment of the Murabaha deferred price (after the set-off between it and the profit generated by the Card Account) shall be the amount to be paid by the Principal Cardholder. ADIB may at its sole discretion give bonus which may result in reducing this amount.

15.10 The above explained mechanism of the Card, its producers, contracts and the other detailed execution documents have been reviewed and approved by ADIB's Fatwa and Shari'a Supervisory Board.

## SECTION C: Specific Terms and Conditions

### 16. Access over 500 VIP airport lounges worldwide with LoungeKey

Relax, dine or simply unwind before you fly, because now your ADIB Card opens the doors to over 500 VIP airport lounges across the globe!

Whether you need to concentrate on work or you want to relax in a comfortable environment, your pre-flight experience makes all the difference to your journey ahead.

For more details and list of lounges please visit [www.loungekey.com](http://www.loungekey.com)

Terms and Conditions:

- All ADIB Cards Terms and Conditions apply
- All LoungeKey terms and conditions apply
- Please refer to the Lounge Key terms of use before you make your first lounge visit. You will find these terms of use at LoungeKey.com website
- Etihad Guest Visa Platinum primary Cardholder can get up to 4 free airport lounge visits per annum; your family members and guests can enjoy the facility at a charge of \$ 27 per person.
- Etihad Guest Gold primary Cardholder can get up to 2 free airport lounge visits per annum; your family members and guests can enjoy the facility at a charge of \$ 27 per person.
- Please note that these terms of use may be subject to change at any time without prior notice.

Lounge information, including the list of lounges you are eligible to visit, and more detailed information about those lounges, including location, opening times, facilities available and specific conditions applicable to each lounge is available from any of the following sources:

- LoungeKey Website
- The LoungeKey App (Please note, you must register and create your Loungekey ID for your ADIB Etihad Guest Gold or ADIB Etihad Guest Platinum)
- LoungeKey customer service call centers (International +44 (0) 208 865 0764 / Within UAE: +971 80004441822)

- Please remember to quote the Program name “LoungeKey” when you enter the lounge so the Lounge staff is aware of the Program that you belong to.
- You must have the eligible Card with you when accessing the lounges. This is required in order to be given access to the lounges.
- In the unlikely event the lounge receptionist is not familiar with LoungeKey, please double check the LoungeKey App and show them the listing
- Please note that LoungeKey has a continuous payment authority to charge your Card for any lounge visits that you are responsible for.

## 17. Etihad Guest Miles Program

The following terms shall have the following meanings:

Etihad means Etihad Airways PJSC, a public joint stock company incorporated in the United Arab Emirates.

Etihad Guest Program means the frequent flyer Program established and maintained by Etihad Airways PJSC as amended from time to time.

Etihad Guest means any individual who has been accepted by Etihad for membership in the Etihad Guest Program.

Etihad Guest Account means an account established by Etihad for an Etihad Guest to record and account for Etihad Guest Miles accrued or redeemed by an Etihad Guest

Etihad Guest Miles means all air miles earned by travel on qualifying Etihad Airways flights, qualifying flights of partner airlines or by purchasing products and services in accordance with and as specified in the Etihad Guest Program including air miles calculated based on the Qualifying Expenditure and credited to the Etihad Guest Account.

Etihad Guest Terms and Conditions means the terms and conditions issued by Etihad Airways from time to time which govern the Etihad Guest Program.

Etihad Guest Tier means the status level of an Etihad Guest derived from the accumulation of Etihad Guest Tier Miles in accordance with the Etihad Guest Program. Currently these tiers are Etihad Guest, Etihad Guest Silver or Etihad Guest Gold.

## 17.1. Eligibility

17.1.1 Etihad Guest Miles may be earned by ADIB Etihad co-branded Cardholders only.

17.1.2 Any ADIB Etihad Cardholder with any payment overdue or who is otherwise in breach of ADIB Covered Card Terms and Conditions shall not be eligible to earn Etihad Guest Miles.

## 17.2. Award of Etihad Guest Miles

17.2.1 Etihad Guest Miles shall be credited at such rate as ADIB and Etihad may at their own discretion determine from time to time. The current rates for the following Card types are as follows:

17.2.1.1 Non self-funded ADIB Etihad Guest Visa Platinum Card is:

- 2.2 Etihad Guest Miles for every AED 4 of Qualifying Expenditure within UAE
- 3 Etihad Guest Miles for every AED 4 (equivalent) of Qualifying Expenditure outside UAE that is non-AED transaction
- 1 Etihad Guest Miles for every AED 4 of Qualifying Expenditure on Specific Merchants

17.2.1.2 Self-funded ADIB Etihad Guest Visa Platinum Card is:

- 1.10 Etihad Guest Mile for every AED 4 of all Qualifying Expenditure inside UAE
- 1.5 Etihad Guest Mile for every AED 4 (equivalent) of all Qualifying Expenditure outside UAE that is non-AED transaction
- 1 Etihad Guest Mile for every AED 4 of all Qualifying Expenditure on Specific Merchant

17.2.1.3 Non self-funded ADIB Etihad Guest Gold Card is:

- 1.0 Etihad Guest Miles for every AED 4 of Qualifying Expenditure within UAE
- 1.5 Etihad Guest Miles for every AED 4 (equivalent) of Qualifying Expenditure outside UAE that is non-AED transaction



- 0.5 Etihad Guest Miles for every AED 4 of Qualifying Expenditure on Specific Merchants;

#### 17.2.1.4 Self-funded ADIB Etihad Guest Gold Card is:

- 0.60 Etihad Guest Mile for every AED 4 of all Qualifying Expenditure inside UAE
- 0.60 Etihad Guest Mile for every AED 4 (equivalent) of all Qualifying Expenditure outside UAE
- 0.5 Etihad Guest Mile for every AED 4 of all Qualifying Expenditure on Specific Merchants

#### 17.2.1.5 Non self-funded ADIB Etihad Guest Classic Card is:

- 0.75 Etihad Guest Miles for every AED 4 of Qualifying Expenditure within UAE
- 1.0 Etihad Guest Miles for every AED 4 (equivalent) of Qualifying Expenditure outside UAE that is non-AED transaction
- 0.25 Etihad Guest Miles for every AED 4 of Qualifying Expenditure on Specific Merchants

#### 17.2.1.6 Self-funded ADIB Etihad Guest Classic Card is:

- 0.30 Etihad Guest Mile for every AED 4 of all Qualifying Expenditure inside UAE.
- 0.30 Etihad Guest Mile for every AED 4 (equivalent) of all Qualifying Expenditure outside UAE.
- 0.25 Etihad Guest Mile for every AED 4 of all Qualifying Expenditure on Specific Merchants

17.2.2 Etihad Guest Miles will be credited by ADIB, via Etihad, to the Cardholder's Etihad Guest Account within thirty (30) business days from the Card Statement date subject to meeting the Qualifying Expenditure. If the Cardholder is in breach of his payment obligations or who is otherwise in breach of these Terms and Conditions shall not be eligible for Etihad Guest Miles.

17.2.3 Within 30 days from receiving the Card, the Cardholder must perform a successful Qualifying Expenditure, after which

ADIB, via Etihad, shall credit the Cardholder's Etihad Guest Account with the sign-up miles:

- 17.2.3.1 ADIB Etihad Guest Platinum Cardholders 50,000 Etihad Guest Miles;
  - 17.2.3.2 ADIB Etihad Guest Gold Cardholders 35,000 Etihad Guest Miles; and
  - 17.2.3.3 ADIB Etihad Guest Classic Cardholders 10,000 Etihad Guest Miles.
  - 17.2.3.4 ADIB Etihad Guest Platinum self-funded Cardholders 15,000 Etihad Guest Miles.
  - 17.2.3.5 ADIB Etihad Guest Gold self-funded Cardholders 7,000 Etihad Guest Miles.
  - 17.2.3.6 ADIB Etihad Guest Classic self-funded Cardholders 4,000 Etihad Guest Miles.
- 17.2.4 Subject to Condition 17.2.3, each Cardholder will be eligible for sign-up Etihad Guest Miles on one-time basis only. If a Cardholder cancels his/her Card and successfully re-applies for any ADIB Etihad Guest Card, he/she will not be eligible for additional sign up Etihad Guest Miles. If a Cardholder decides to upgrade from Classic to Gold or Platinum or from Gold to Platinum, the Cardholder will not be eligible to receive additional sign up Etihad Guest Miles for the new Card type. ADIB and Etihad may at their own discretion determine from time to time to modify the sign up Etihad Guest Miles including reducing or increasing the number of such sign up Etihad Guest Miles.
- 17.2.5 Etihad Guest Miles shall not be earned on any expenditure classified by the Bank as non-Qualifying Expenditure. The following Transactions are classified as non-Qualifying Expenditure and will not be eligible for the award of Etihad Guest Miles unless otherwise specified by the Bank:
- a) Cash withdrawals at ATMs, exchange houses or similar institution;
  - b) The purchase of travellers cheques or similar instrument;
  - c) Finance and other fees or charges;
  - d) Card repayments;
  - e) Any balance transferred to the Card Account;
  - f) Any Transaction at merchants classified as "Security Brokers/Dealers" (under Visa Merchant Category Code 6211 or MasterCard similar Category Code); and
  - g) Any Transaction above the Card Limit.
  - h) Any Cash Transaction

- 17.2.6 The Bank may at its own discretion amend the list of Transactions classified as non-Qualifying Expenditure and not eligible for Etihad Guest Miles listed in Condition 17.2.5 above.
- 17.2.7 Where the Cardholder successfully disputes any transaction for which Etihad Guest Miles have been awarded, any such Etihad Guest Miles awarded shall be debited from the Etihad Guest Account. Where the relevant Etihad Guest Account has been closed, the Bank may debit such Etihad Guest Miles from any other Etihad Guest Miles account held by the Cardholder.
- 17.2.8 Etihad Guest Miles accruing for Qualifying Expenditures by a Supplementary Cardholder shall be credited to the Principal Cardholder's Etihad Guest Miles Account.
- 17.2.9 Etihad Guest Miles earned on Qualifying Expenditure shall be limited to the Card Limit of the Card. For the avoidance of any doubt, a Cardholder may be able to continue to make Transactions exceeding the Card Limit, however such Transactions will not be classified as Qualifying Expenditures and will not earn any Etihad Guest Miles.
- 17.2.10 In accordance with Condition 17.3.10, any Etihad Guest Miles shall not be earned during the month of the transaction and consequently shall become invalid and non-redeemable in the event that the Card Account and/or Card is closed, blocked, cancelled or in the event that the Etihad Guest Program is withdrawn.

### 17.3. Redemption

- 17.3.1 Etihad Guest Miles may be redeemed from time to time in accordance with the most recent Etihad Guest Terms and Conditions as issued by Etihad. Etihad may at their sole discretion amend the products, benefits and services offered in the Etihad Guest Program without prior notice. For more information, please refer to [www.etihadairways.com](http://www.etihadairways.com).
- 17.3.2 Etihad Guest Miles are not transferable to any other person. Where a Cardholder has more than one eligible Card, the Cardholder may aggregate the Etihad Guest Miles earned in relation to each Card.

- 17.3.3 Etihad Guest Miles cannot be exchanged for cash, credit or used for the payment of any fees or charges payable to ADIB.
- 17.3.4 Etihad is solely responsible for the redemption of Etihad Guest Miles and ADIB has no liability or responsibility to the Cardholder or any other person. The Cardholder shall resolve any dispute arising under the Etihad Guest Program directly with Etihad.
- 17.3.5 ADIB gives no warranty or guarantee as to the quality, condition or suitability of any products, benefits or services provided through the redemption of Etihad Guest Miles.
- 17.3.6 ADIB shall not be liable or responsible to the Cardholder or any other person for any loss, damage or claims suffered by them in respect of any goods, products or services provided through the redemption of Etihad Guest Miles or as a result of any goods, products or services being unavailable at the time of redemption.
- 17.3.7 If the Principal Cardholder completes two (2) return paid for journeys on Etihad during the initial twelve (12) months following the issuance of an ADIB Etihad Guest Visa Platinum Card, the Principal Cardholder will automatically be fast tracked to Etihad Guest Gold tier membership. The fast track privilege applies only to Principal Cardholders and not to Supplementary Cardholders. Any reward tickets, non-revenue, industry-discounted, travel agent reduced or similar tickets are not eligible for fast track privilege.
- 17.3.8 If the Principal Cardholder completes four (4) return paid for journeys on Etihad during the initial twelve (12) months following the issuance of an ADIB Etihad Guest Gold Card, the Principal Cardholder will automatically be fast tracked to Etihad Guest Silver tier membership. The fast track privilege applies only to Principal Cardholders and not to Supplementary Cardholders. Any reward tickets, non-revenue, industry-discounted, travel agent reduced or similar tickets are not eligible for fast track privilege.
- 17.3.9 ADIB Etihad Guest Visa Platinum and Gold Cardholders will be provided with one (1) free companion ticket voucher once the Cardholder completes Qualifying Expenditures of AED 150,000 or more within the initial twelve (12) months of the Card issuance. The voucher will be emailed by Etihad to the Cardholder to the email address supplied to Etihad by the Cardholder as per Etihad systems. The voucher will be emailed within thirty (30) business days from the Card

Statement period of the Cardholder achieving the Qualifying Expenditure threshold. The companion ticket voucher can be used only when the Principal Cardholder redeems Etihad Guest Miles for an Etihad ticket. The companion utilizing the companion ticket voucher must be on the same flight, same date and same class as the Principal Cardholder. The companion voucher will be valid for six (6) months from the date of issuance. Within the six (6) months, the Cardholder must make a booking which may be up to twelve (12) months later or in accordance with the Etihad Guest Terms and Conditions. A Cardholder will be eligible for 1 voucher once every twelve (12) months. The voucher is not valid for travel in the months of June, July and December. However such months may change at the discretion of Etihad. The Cardholder will pay any taxes and charges in accordance with Etihad Guest Program and Etihad Guest Terms and Conditions to redeem the voucher. This benefit is provided by Etihad and as such, other special terms and conditions may apply.

17.3.10 The Bank may, by giving notice to Cardholders using such method as it shall decide, vary these Terms and Conditions for Etihad Guest Miles Program or modify, suspend or withdraw entirely the Etihad Guest Miles Program.

17.3.11 The Cardholder agrees that ADIB may provide details concerning the Cardholder including details of the value and nature of any Transactions completed using a Principal Card or Supplementary Card to Etihad or any other group company.

17.3.12 The provision of Etihad Guest Miles and the redemption of Etihad Guest Miles are also subject to the Etihad Guest Terms and Conditions.

## **18. Cashback Program**

18.1 ADIB may at its sole discretion grant Cashback to eligible Cardholders based on Qualifying Expenditure. For the avoidance of any doubt, Cardholders enrolled for Etihad Guest Program, Etisalat More Points or any other Program shall not be eligible for Cashback.

18.2 Any Cardholder with any payment overdue or who is otherwise in breach of these Terms and Conditions shall not be eligible for any Cashback.

18.3 Cashback shall be credited by ADIB to the Card Account within thirty (30) calendar days from the date of the Qualifying Expenditure at such rate as ADIB may at its own discretion decide from time to time. The current rate is 1% Cashback for

all Qualifying Expenditures. If the Cardholder is in breach of his payment obligations, then ADIB may suspend the crediting of Cashback for any future Transactions.

18.4 Cashback may not be earned on any expenditure not classified by the Bank as a Qualifying Expenditure. The following Transactions are classified as non-Qualifying Expenditure and will not be eligible for the award of Cashback unless otherwise specified by the Bank:

- a) Cash withdrawals at ATMs, exchange houses or similar institution;
- b) The issuance of travellers cheques or similar instrument;
- c) Finance and other fees or charges;
- d) Card repayments;
- e) Any balance transferred to the Card Account;
- f) Any Transactions at merchants classified as "Security Brokers/Dealers" (under Visa Merchant Category Code 6211); and
- g) Any Transactions above the Card Limit
- h) Any Cash Transaction

18.5 The Bank may at its own discretion amend the list of Transactions classified as non-Qualifying Expenditure and not eligible for Cashback listed in Condition 18.4 above.

18.6 Cashback accruing for Qualifying Expenditures by a Supplementary Cardholder shall be credited to the Principal Cardholder's Card Statement.

18.7 Where the Cardholder successfully disputes any transaction for which Cashback has been awarded, any such Cashback shall be debited from the Card Account. Where the relevant Card Account has been closed, the Bank may debit such Cashback from any other account held by the Cardholder.

18.8 Cashback earned on Qualifying Expenditure shall be limited to the Card Limit of the Card. For the avoidance of any doubt, a Cardholder may be able to continue to make Transactions exceeding the Card Limit however such transactions will not be classified as Qualifying Expenditures.

18.9 The Bank may, by using such method as it shall determine, vary these special terms and conditions of the Cashback Program or modify, suspend or withdraw entirely the Cashback Program.

## 19. Etisalat Smile Points Program

The following terms shall have the following meanings:

**ADIB Etisalat Visa Signature Covered Card** means the cobrand covered card issued by ADIB offering Etisalat Smile Points

**Etisalat Loyalty Program** or Etisalat Smile Points Program or Etisalat Smile Program means the points based loyalty Program established and maintained by Etisalat as amended from time to time for its customers for all its services including mobile, landline, internet and eLife services.

**Etisalat Smile Member** means any individual who has been accepted by Etisalat for membership in the Etisalat Loyalty Program.

**Etisalat Smiles Account** means an account established by Etisalat for an Etisalat Smiles Member to record and account for the Etisalat Smile Points accrued or redeemed by a Etisalat Smile Member.

**Etisalat Smile Points** means all points earned as specified in the Etisalat Loyalty Program including points calculated based on the Qualifying Expenditure and credited to the Etisalat Smiles Account.

**Etisalat Smile Points Terms and Conditions** means the terms and conditions issued by Etisalat from time to time which govern the Etisalat Loyalty Program.

**Etisalat Smiles Tier** means the status level of a Etisalat Smile Member derived in accordance with the Etisalat Loyalty Program.

## 19.1. Eligibility

19.1.1 Etisalat Smile Points may be earned by ADIB Etisalat Cardholders only.

19.1.2 Any ADIB Etisalat Cardholder with any payment overdue or who is otherwise in breach of ADIB Covered Card Terms and Conditions shall not be eligible to earn Etisalat Smile Points.

## 19.2. Award of Etisalat Smile Points

19.2.1 Etisalat Smile Points shall be credited at such rate as ADIB and Etisalat may at their own discretion determine from time to time. The current rates for the following Card types are as follows:

19.2.1.1 Non self-funded ADIB Etisalat Visa Signature Card is:

- 6 Etisalat Smile Points for every AED 1 of Qualifying Expenditure
- 1 Etisalat Smile Points for every AED 1 of Qualifying Expenditure on Specific Merchants.
- Maximum Etisalat Smile points which can be awarded per month are subject to cover limit of the Card.

19.2.1.2 Self-funded ADIB Etisalat Visa Signature Card is:

- 3 Etisalat Smile Points for every AED 1 of Qualifying Expenditure
- 1 Etisalat Smile Points for every AED 1 of Qualifying Expenditure on Specific Merchants.
- Maximum Etisalat Smile points which can be awarded per month are subject to cover limit of the Card.

19.2.1.3 Non self-funded ADIB Etisalat Platinum Card is:

- 4 Etisalat Smile Points for every AED 1 of Qualifying Expenditure
- 1 Etisalat Smile Points for every AED 1 of Qualifying Expenditure on Specific Merchants.
- Maximum Etisalat Smile points which can be awarded per month are subject to cover limit of the Card up to a maximum of 150,000 Etisalat Smile points.



#### 19.2.1.4 Self-funded ADIB Etisalat Platinum Card is:

- 2 Etisalat Smile Points for every AED 1 of Qualifying Expenditure
- 1 Etisalat Smile Points for every AED 1 of Qualifying Expenditure on Specific Merchants.
- Maximum Etisalat Smile points which can be awarded per month are subject to cover limit of the Card up to a maximum of 150,000 Etisalat Smile points.

#### 19.2.1.5 Non self-funded ADIB Etisalat Gold Card is:

- 3 Etisalat Smile Points for every AED 1 of Qualifying Expenditure
- 1 Etisalat Smile Points for every AED 1 of Qualifying Expenditure on Specific Merchants.
- Maximum Etisalat Smile points which can be awarded per month are subject to cover limit of the Card up to a maximum of 100,000 Etisalat Smile points.

#### 19.2.1.6 Self-funded ADIB Etisalat Gold Card is:

- 2 Etisalat Smile Points for every AED 1 of Qualifying Expenditure
- 1 Etisalat Smile Points for every AED 1 of Qualifying Expenditure on Specific Merchants.
- Maximum Etisalat Smile points which can be awarded per month are subject to cover limit of the Card up to a maximum of 100,000 Etisalat Smile points.

#### 19.2.1.7 Non self-funded ADIB Etisalat Classic Card is:

- 1.5 Etisalat Smile Points for every AED 1 of Qualifying Expenditure
- 1 Etisalat Smile Points for every AED 1 of Qualifying Expenditure on Specific Merchants.
- Maximum Etisalat Smile points which can be awarded per month are subject to cover limit of the Card up to a maximum of 100,000 Etisalat Smile points.

#### 19.2.1.8 Self-funded ADIB Etisalat Classic Card is:

- 1.5 Etisalat Smile Points for every AED 1 of Qualifying Expenditure
- 1 Etisalat Smile Points for every AED 1 of Qualifying Expenditure on Specific Merchants.

- Maximum Etisalat Smile points which can be awarded per month are subject to cover limit of the Card up to a maximum of 100,000 Etisalat Smile points.

19.2.2 Etisalat Smile Points will be credited by Etisalat, to the Cardholder's Etisalat Smiles Account within sixty (60) business days from the Card Statement date subject to meeting the Qualifying Expenditure.

19.2.3 Within thirty (30) days from receiving the Card, the Cardholder must perform a successful Qualifying Expenditure, after which the Bank, via Etisalat, shall credit the Cardholder's Etisalat Smiles Account with the following sign-up points.

The current rates for the following Card types are as follows:

19.2.3.1 ADIB Etisalat Signature Cardholders 100,000 Etisalat Smile Points;

19.2.3.2 ADIB Etisalat Platinum Cardholders 70,000 Etisalat Smile Points;

19.2.3.3 ADIB Etisalat Gold Cardholders 20,000 Etisalat Smile Points; and

19.2.3.4 ADIB Etisalat Classic Cardholders 5,000 Etisalat Smile Points.

19.2.4 Subject to Condition 19.2.3, each Cardholder will be eligible for sign-up Etisalat Smile Points on one-time basis only. If a Cardholder cancels his/her Card and successfully reapplies for any ADIB Etisalat Card, he/she will not be eligible for additional sign-up Etisalat Smile Points. If a Cardholder decides to upgrade from Classic to Gold, Platinum or Signature or from Gold to Platinum or Signature, the Cardholder will not be eligible to receive additional sign up Etisalat Smile Points for the new Card type. ADIB and Etisalat may at their own discretion determine from time to time to modify the sign up Etisalat Smile Points including reducing or increasing the number of such Etisalat Smile Points.

19.2.5 Etisalat Smile Points shall not be earned on any expenditure classified by the Bank as non-Qualifying Expenditure. The following Transactions are classified as non-Qualifying

Expenditure and will not be eligible for the award of Etisalat Smile Points unless otherwise specified by the Bank:

- a) Cash withdrawals at ATMs, exchange houses or similar institution;
- b) The purchase of travellers cheques or similar instrument;
- c) Finance and other fees or charges;
- d) Card repayments;
- e) Any balance transferred to the Card Account;
- f) Any Transaction at merchants classified as "Security Brokers/Dealers" (under Visa Merchant Category Code 6211); and
- g) Any Transaction above the Card Limit.
- h) Any Cash Transaction

19.2.6 The Bank may at its own discretion amend the list of Transactions classified as non-Qualifying Expenditure and not eligible for Etisalat Smile Points listed in Condition 19.2.5 above.

19.2.7 Where the Cardholder successfully disputes any transaction for which Etisalat Smile Points have been awarded, any such Etisalat Smile Points awarded shall be debited from the Etisalat Smiles Account. Where the relevant Etisalat Smiles Account has been closed, the Bank may debit such Etisalat Smile Points from any other Etisalat Smiles Account held by the Cardholder.

19.2.8 Etisalat Smile Points accruing for Qualifying Expenditures by a Supplementary Cardholder shall be credited to the Principal Cardholder's Etisalat Smiles Account.

19.2.9 Etisalat Smile Points earned on Qualifying Expenditure shall be limited to the Card Limit of the Card. For the avoidance of any doubt, a Cardholder may be able to continue to make Transactions exceeding the Card Limit, however such Transactions will not be classified as Qualifying Expenditures and will not earn any Etisalat Smile Points.

19.2.10 In accordance with Condition 19.3.7, any Etisalat Smile Points shall not be earned during the month of the transaction and consequently shall become invalid and non-redeemable in the event that the Card Account and/or Card is closed, blocked, cancelled or in the event that the Etisalat Loyalty Program is withdrawn.

## 19.3. Redemption

- 19.3.1 Etisalat Smile Points may be redeemed from time to time in accordance with the most recent Etisalat Smile Points Terms and Conditions as issued by Etisalat. Etisalat may at their sole discretion amend the products, benefits and services offered in the Etisalat Loyalty Program without prior notice. For more information, please refer to [www.etisalat.ae](http://www.etisalat.ae).
- 19.3.2 Etisalat Smile Points are not transferable to any other person. Where a Cardholder has more than one eligible Card, the Cardholder may aggregate the Etisalat Smile Points earned in relation to each Card.
- 19.3.3 Etisalat Reward Points cannot be exchanged for cash, credit or used for the payment of any fees or charges payable to ADIB.
- 19.3.4 Etisalat is solely responsible for the redemption of Etisalat Smile Points and ADIB has no liability or responsibility to the Cardholder or any other person. The Cardholder shall resolve any dispute arising under the Etisalat Loyalty Program directly with Etisalat.
- 19.3.5 ADIB gives no warranty or guarantee as to the quality, condition or suitability of any products, benefits or services provided through the redemption of Etisalat Smile Points.
- 19.3.6 ADIB shall not be liable or responsible to the Cardholder or any other person for any loss, damage or claims suffered by them in respect of any goods, products or services provided through the redemption of Etisalat Smile Points or as a result of any goods, products or services being unavailable at the time of redemption.
- 19.3.7 The Bank may, by using such method as it shall decide, vary these Terms and Conditions for Etisalat Smile Points or modify, suspend or withdraw entirely the Etisalat Smile Points.
- 19.3.8 The Cardholder agrees that ADIB may provide details concerning the Cardholder including details of the value and nature of any Transactions completed using a Principal Card or Supplementary Card to Etisalat or any other group company.

19.3.9 The provision of Etisalat Smile Points and the redemption of Etisalat Smile Points are also subject to the Etisalat Smiles Terms and Conditions.

## 19.4 Etisalat Package Offers

19.4.1 Any telecom Pricing Package offered by Etisalat is provided directly by Etisalat to the Cardholder.

19.4.2 Etisalat is solely responsible for Pricing Packages offered and ADIB has no liability or responsibility to the Cardholder or any other person. The Cardholder shall resolve any dispute arising from a Pricing Package directly with Etisalat.

19.4.3 ADIB gives no warranty or guarantee as to the quality, condition or suitability of any products, benefits or services provided by Etisalat through the Pricing Package.

19.4.4 ADIB shall not be liable or responsible to the Cardholder or any other person for any loss, damage or claims suffered by them in respect of any goods, products or services provided through the Pricing Package or as a result of any goods, products or services being unavailable at the time of purchase.

## 20. ADIB Rotana Rewards Programme

The following terms shall have the following meanings:

**Rotana** means Rotana Hotel Management Corporation PJSC, a Abu Dhabi corporation.

**Rotana Rewards Programme** means the points based rewards programme managed solely by Rotana as amended from time to time.

**Rotana Rewards Member** means any individual who has been accepted by Rotana for membership in the Rotana Rewards Programme

**Rotana Rewards Account** means an account established by Rotana for a Rotana Rewards Member to record and account for the Rotana Rewards Points accrued or redeemed by a Rotana Rewards Member.

**Rotana Rewards Points** means all points earned as specified in the Rotana Rewards Programme including points calculated based on the Qualifying Expenditure on ADIB Rotana Rewards covered card and credited to the Rotana Rewards Account on monthly basis.

**Rotana Rewards Terms and Conditions** means the terms and conditions Issued by Rotana from time to time which govern the Rotana Rewards Programme.

**ADIB Rotana Rewards Visa Signature Covered Card** means the cobrand covered card issued by ADIB offering Rotana Rewards Points

## 20.1. Eligibility

20.1.1 Rotana Rewards Points Can be earned by ADIB Rotana Cardholders only.

20.1.2 Any ADIB Rotana Cardholder with any payment overdue or who is otherwise in breach of ADIB Covered Card Terms and Conditions shall not be eligible to earn Rotana Rewards Points.

## 20.2. Award of Rotana Rewards Points

20.2.1 Rotana Rewards points shall be credited at such rate as ADIB and Rotana may at their own discretion determine from time to time. The current rates for the following Card types are as follows:

20.2.1.1 ADIB Rotana Rewards Visa Signature Covered Card is:

- One(1) Rotana Rewards Point for every 1 AED Qualifying Expenditure spend for retail purchases in the UAE
- Two(2) Rotana Rewards Points for every 1 AED spend at Rotana properties in the UAE
- Three(3) Rotana Rewards Points for every 1 AED Qualifying Expenditure spend in retail purchase internationally.

20.2.2 Rotana Rewards Points will be credited by ADIB, via Rotana, to the Cardholder's Rotana Rewards Account within thirty (30) business days from the ADIB Rotana Rewards Visa Signature Covered Card Statement date subject to meeting ADIB COVERED CARD TERMS & CONDITIONS. If the Cardholder is in breach of his payment obligations or who is otherwise in breach of these ADIB Covered Card Terms and Conditions shall not be eligible for Rotana Rewards Points

20.2.3 Within 30 days from receiving the ADIB Rotana Rewards Visa Signature Covered Card, the Cardholder must perform a successful Qualifying Expenditure, after which ADIB, via Rotana, shall credit the Cardholder's Rotana Rewards Account with the Signup Bonus points (if applicable)

20.2.3.1 ADIB Rotana Rewards Visa Signature Cardholder will receive Signup Rotana Rewards points subject to card activation and 1st usage of the ADIB Rotana Rewards Visa Signature Covered Card within 30 days of receiving the card;

20.2.4 Subject to Condition 20.2.3, each Cardholder will be eligible for sign-up Rotana Rewards points on one-time basis only. If a Cardholder cancels his/her Card and successfully re-applies for any ADIB Rotana Rewards Card, he/she will not be eligible for additional sign up Rotana Rewards points. ADIB Rotana may at their own discretion determine from time to time to modify the sign up Rotana Rewards sign up points including reducing or increasing the number of such Sign up Rotana Rewards.

20.2.5 Rotana Rewards points shall not be earned on any expenditure classified by the Bank as non-Qualifying Expenditure. The following Transactions are classified as non-Qualifying Expenditure and will not be eligible for the award of Rotana Rewards points unless otherwise specified by the Bank:

- a) Cash withdrawals at ATMs, exchange houses or similar institution;
- b) The purchase of travellers cheques or similar instrument;
- c) Finance and other fees or charges;
- d) Card repayments;
- e) Any balance transferred to the Card Account;
- f) Any Transaction at merchants classified as "Security Brokers/Dealers" under Visa Merchant Category Code 6211 or MasterCard similar Category Code); and
- g) Any Transaction above the Card Limit.
- h) Any Cash Transaction.

20.2.6 The Bank may at its own discretion amend the list of Transactions classified as non-Qualifying Expenditure and not eligible for Rotana Rewards points listed in Condition 20.2.5 above.

20.2.7 Where the Cardholder successfully disputes any transaction for which Rotana Rewards points have been awarded, any such Rotana Rewards points awarded shall be debited from the Rotana Rewards Account. Where the relevant Rotana Rewards Account has been closed, the Bank may debit such Rotana Rewards points from any other Rotana Rewards account held by the Cardholder.

- 20.2.8 Rotana Rewards points accruing for Qualifying Expenditure by a Supplementary Cardholder shall be credited to the Principal Cardholder's Rotana Rewards Account.
- 20.2.9 Rotana Rewards points earned on Qualifying Expenditure shall be limited to the Card Limit of the Card. For the avoidance of any doubt, a Cardholder may be able to continue to make Transactions exceeding the Card Limit, however such Transactions will not be classified as Qualifying Expenditures and will not earn any Rotana Rewards points.
- 20.2.10 In accordance with Condition 20.3.7, any Rotana Rewards Points shall not be earned during the month of the transaction and consequently shall become invalid and non-redeemable in the event that the Card Account and/or Card is closed, blocked, cancelled or in the event that the Rotana Reward Programme is withdrawn.

### **20.3. Redemption**

- 20.3.1 Rotana Rewards points may be redeemed from time to time in accordance with the most recent Rotana Rewards Terms and Conditions as issued by Rotana. Rotana may at their sole discretion amend the products, benefits and services offered in the Rotana Rewards programme without prior notice. For more information, please refer to [www.rotanarewards.com](http://www.rotanarewards.com).
- 20.3.2 Rotana Rewards points are not transferable to any other person. Where a Cardholder has more than one eligible Card, the Cardholder may aggregate the Rotana Rewards points earned in relation to each Card.
- 20.3.3 Rotana Rewards points cannot be exchanged for cash, credit or used for the payment of any fees or charges payable to ADIB.
- 20.3.4 Rotana is solely responsible for the redemption of Rotana Rewards points and ADIB has no liability or responsibility to the Cardholder or any other person. The Cardholder shall resolve any dispute arising under the Rotana Rewards Programme directly with Rotana.
- 20.3.5 ADIB gives no warranty or guarantee as to the quality, condition or suitability of any products, benefits or services provided through the redemption of Rotana Rewards points.
- 20.3.6 ADIB shall not be liable or responsible to the Cardholder or any other person for any loss, damage or claims suffered by them in respect of any goods, products or services provided through the redemption of Rotana Rewards points or as a result of any goods, products or services being unavailable at the time of redemption.



20.3.7 The Bank may, by giving notice to Cardholders using such method as it shall decide, vary these Rotana Rewards Terms and Conditions or modify, suspend or withdraw entirely the Rotana Rewards programme.

## **21. Cash Back & Rewards - Terms & Conditions**

(Applicable on ADIB Spice Covered Card only)

### **21.1 Cashback offers:**

21.1.1 Cashback of 1% on utility payments (e.g. DEWA, SEWA, Du, Etisalat). Maximum monthly Cashback on utility spends is AED 50.

21.1.2 Cashback of 9% on dining spends per Qualified Expenditure is capped at AED 50 per Transaction. Maximum monthly Cashback on dining spends is AED 200.

21.1.3 Cashback of 4% on fuel Transactions. Maximum monthly Cashback on fuel Transactions is AED 50.

21.1.4 Cashback of 7% on grocery and supermarket spends. Maximum monthly Cashback on grocery and supermarket spends is AED 100.

21.1.5 Cashback will be calculated on Local & International Transactions and reported in the card statement.

21.1.6 Minimum overall retail spends of AED 3,000 is required in the same statement cycle to be eligible for Cashback.

21.1.7 Cashback amount will be credited to the Card Account.

21.1.8 For any reversal / refund Transactions, the relevant Cashback of such Transactions shall be deducted back from the Card Account.

21.1.9 Cashback will be rounded off to two decimal points.

21.1.10 ADIB may in its sole and absolute discretion discontinue or amend this offer at any time for any reason whatsoever after the passage of the required notice period. Any Transaction performed after the passage of the notice period, shall be based on the new Cashback terms and conditions.

21.1.11 Cashback is offered as per the below Merchant codes defined by MasterCard. ADIB is not responsible if a Transaction does not get captured under the appropriate Merchant code. Below are the Merchant codes included for the Cashback:

Merchant Category	Merchant Codes
Utilities	4812, 4814, 4900, 5999, 9399
Restaurants	5812, 5814, 7011
Fuel	5541, 5542, 5983
Grocery/Supermarket	5310, 5331, 5399, 5411, 5422, 5499

21.1.12 Furthermore, the Cardholder while dining shall solely use the Card in accordance with clause 5.11 of these Terms and Conditions.

21.1.13 ADIB accepts no responsibility for any tax liability caused/ incurred by an individual or business relating to this offer.

21.1.14 The Cashback offer is applicable to all ADIB Spice Covered Cardholders. Cashback will not be applicable / given to the ADIB Spice Covered Cardholders if the Card is delinquent, blocked or closed and consequently shall not be posted to the Card Account.

21.1.15 ADIB reserves the right to refuse payment of the Cash back where it has reason to believe that the Cardholder has breached or tried to breach these terms and conditions or the terms of use of Cardholder's account / Covered Card or attempted to circumvent operational procedures. All decisions by ADIB in this regard are final.

21.1.16 This offer is brought to you by ADIB, UAE and applicable in United Arab Emirates and Internationally both.

## 22. ADIB Booking.com Covered Cards Cashback & Rewards – Terms & Conditions

(Applicable on ADIB Booking.com Signature and Infinite Covered Cards only)

The following terms shall have the following meanings:

**ADIB Booking.com Signature Covered Card** means the cobrand covered card issued by ADIB offering ADIB Reward Points.

**ADIB Booking.com Infinite Covered Card** means the cobrand covered card issued by ADIB offering ADIB Reward Points.

**Booking.com** means an online accommodation booking website.

**Booking.com Genius Program** is the loyalty program managed solely by Booking.com and as amended from time to time.

**Booking.com Genius Member** means any individual who has been

accepted by Booking.com for membership in the Booking.com Genius Loyalty Program.

## 22.1. Cashback Offers:

22.1.1 Cashback of 5% and 7% on flight ticket purchase Transactions using ADIB Booking.com Signature and ADIB Booking.com Infinite Covered Card respectively. Maximum monthly Cashback on flight spends is AED 300 and AED 100 per Transaction.

22.1.2 Cashback of 4% and 5% on fuel Transactions using ADIB Booking.com Signature and ADIB Booking.com Infinite Covered Card respectively. Maximum monthly Cashback on fuel Transactions is AED 50 for ADIB Booking.com Signature and AED 100 for ADIB Booking.com Infinite Covered Card.

22.1.3 Cashback will be calculated on Local & International Transactions and reported in the Card statement.

22.1.4 Cashback amount will be credited to the Card Account.

22.1.5 For any reversal / refund Transactions, the relevant Cashback of such Transactions shall be deducted back from the Card Account.

Merchant Category	Merchant Codes
Flight	3000 - 3350, 4511, 4582, 4722, 4723
Fuel	5541,5542,5983

22.1.6 Cashback will be rounded off to two decimal places.

22.1.7 ADIB may in its sole and absolute discretion discontinue or amend this offer at any time for any reason whatsoever after the passage of the required notice period. Any Transaction performed after the passage of the notice period, shall be based on the new Cashback terms and conditions.

22.1.8 Cashback is offered as per the below Merchant codes defined by MasterCard. ADIB is not responsible if a Transaction does not get captured under the appropriate Merchant code. Below are the Merchant codes included for the Cashback:

22.1.9 ADIB accepts no responsibility for any tax liability caused/ incurred by an individual or business relating to this offer.

22.1.10 The Cashback offer is applicable to all ADIB Booking.com Signature or ADIB Booking.com Infinite Covered Cardholders. Cashback will not be applicable / given to the ADIB Booking.com Signature or ADIB Booking.com Infinite Covered Cardholders if the Card is delinquent, blocked or closed and

consequently shall not be posted to the Card Account.

22.1.11 ADIB reserves the right to refuse payment of the Cashback where it has reason to believe that the Cardholder has breached or tried to breach these terms and conditions or the terms of use of Cardholder's Account / Covered Card or attempted to circumvent operational procedures. All decisions by ADIB in this regard are final.

22.1.12 This offer is brought to you by ADIB, UAE and applicable in United Arab Emirates and Internationally both.

## **22.2 Reward Points Offers:**

22.2.1 Reward points will not be given on the Cashback Merchants categories that are listed in (22.1.8).

22.2.2 For ADIB Booking.com Signature Covered Card, 1 Reward point will be given for every 1 AED equivalent spends in local currency (UAE Dirhams). 2 Reward points will be given for every 1 AED equivalent spends in foreign currency (Non UAE Dirhams).

22.2.3 For ADIB Booking.com Infinite Covered Card, 3 Reward points will be given for every 1 AED equivalent spends in local currency (UAE Dirhams) and in foreign currency (Non UAE Dirhams).

22.2.4 Reward points will be reflected in the same statement cycle in which the Transactions appear.

22.2.5 Reward points can be redeemed against flight tickets, hotel bookings and shopping mall vouchers.

22.2.6 Other Reward points Terms and Conditions specified in these Terms and Conditions apply.

## **22.3 Booking.com Genius Program:**

22.3.1 ADIB Booking.com Signature and ADIB Booking.com Infinite Covered Cardholders are eligible for free Genius Membership with Booking.com.

22.3.2 ADIB reserves the right to refuse free Booking.com Genius Membership or cancel Booking.com Genius Membership where it has reason to believe that the Cardholder has breached or tried to breach ADIB Covered Card terms and conditions or the terms of use of Cardholder's Account / Covered Card or attempted to circumvent operational procedures or the Cardholder has any payment overdue or ADIB Booking.com Signature Card or ADIB Booking.com

Infinite Card has been closed /cancelled. All decisions by ADIB in this regard are final.

## 23. ADIB Private Banking Program

23.1 ADIB may at its sole discretion grant Cashback to eligible Cardholders based on Qualifying Expenditure. For the avoidance of any doubt, Cardholders enrolled for Etihad Guest Programme, Etisalat More Points or any other programme shall not be eligible for Cashback.

23.2 Any Cardholder with any payment overdue or who is otherwise in breach of these Terms and Conditions shall not be eligible for any Cashback.

23.3 Cashback shall be credited by ADIB to the Card Account with in thirty (30) calendar days from the date of the Qualifying Expenditure at such rate as ADIB may at its own discretion decide from time to time. The current rate is 1.5% unlimited Cashback for all Qualifying Expenditures on non-dining / non- Government & Utility transactions and 0.5% unlimited cashback on Government/Utility transactions. If the Cardholder is in breach of his payment obligations, then ADIB may suspend the crediting of Cashback for any future Transactions.

23.4 Cashback may not be earned on any expenditure not classified by the Bank as a Qualifying Expenditure. The following Transactions are classified as non-Qualifying Expenditure and will not be eligible for the award of Cashback unless otherwise specified by the Bank.

- a) Cashback withdrawals at ATMs, exchange houses or similar institution;
- b) The issuance of travellers cheques or similar instrument;
- c) Finance and other fees or charges;
- d) Card repayments;
- e) Any balance transferred to the Card Account;
- f) Any Transactions at merchants classified as 'Security Brokers/Dealers' (under VISA Merchant Category Code 6211); and
- g) Any Transactions above the Card Limit
- h) Any Cash Transactions

23.5 The Bank may at its own discretion amend the list of Transaction classified as non-Qualifying Expenditure and not eligible for Cashback listed in Condition 23.4 above.

23.6 Cashback accruing for Qualifying Expenditure by a Supplementary Cardholder shall be credited to the Principal Cardholder's Card Statement.

23.7 Where the Cardholder successfully disputes any transaction for which Cashback has been awarded, any such Cashback shall be debited from the Card Account. Where the relevant Card Account has been closed the Bank may debit such Cashback from any other account held by the Cardholder.

23.8 Cashback earned on Qualifying Expenditure shall be limited to the Card Limit of the Card. For the avoidance of any doubt, a Cardholder may be able to continue to make Transactions exceeding the Card Limit however such transaction will not be classified as Qualifying Expenditures.

23.9 The Bank may, by using such method as it shall determine, vary these special terms and conditions of the Cashback programme or modify, suspend or withdraw entirely the Cashback programme.

## **24. Dining Cash Back - Terms & Conditions**

(Applicable on Visa Infinite Covered Card and ADIB Private Banking Card)

10% cash back or AED 100 per transaction (whichever is lower), of all qualified transactions billed.

Maximum monthly Cash back on Dining is AED 300. ADIB may in its sole and absolute discretion discontinue and/or amend this offer at any time for any reason whatsoever.

This offer is valid on transactions carried out at merchants classified as 'Hotels and Restaurants' by VISA and MasterCard. ADIB is not responsible if a transaction does not get captured under the appropriate merchant category code. Furthermore, the Cardholder while dining shall solely use the card in accordance with clause 5.11 of these Terms and Conditions.

ADIB accepts no responsibility for any tax liability caused/incurred by an individual or business relating to this offer.

ADIB reserves the right to refuse payment of the Cash back where it has reason to believe that the Cardholder has breached or tried to breach these terms and conditions or the terms of use of Cardholder's account / Covered Card or attempted to circumvent operational procedures. All decisions by ADIB in this regard are final. This offer is brought to you by ADIB, UAE and applicable in United Arab Emirates only.

## **25. Rewards Program – Terms & Conditions**

You can earn and collect reward points by using your ADIB Covered Card (except ADIB Etihad Visa and ADIB Etisalat Visa Covered Card) on the VISA or MasterCard network. You will not earn any points

on ATM cash withdrawal, balance transfer, transfer from your Card Account to current account, transaction categories eligible for Cashback as applicable and IVR transactions.

Your Reward Points balance and details of the points earned or redeemed can be obtained on your monthly statement or by calling our phone banking. All terms and conditions of your ADIB Covered Card apply.

ADIB has linked with rewards partners with whom you can use your vouchers to obtain goods and services ("Rewards"). Our selected Rewards partners may change at any time without prior notice.

Redeemed ADIB Reward Points cannot be reinstated. All Reward Points expire in three years from being awarded.

All Rewards are subject to availability. ADIB has no responsibility for the delivery, standard, or quality of any rewards received or supplied by our rewards partners. All Rewards are subject to the applicable rules and terms and conditions of the Rewards partners. Any disputes or claims regarding Rewards are directly between you and the Rewards partner.

Vouchers may only be redeemed at participating stores. All offers are subject to change and can be withdrawn at any time without notice. Vouchers have an expiry date and will be subject to any other terms and conditions stated on the voucher or otherwise publicised. Vouchers cannot be redeemed in conjunction with other discounts or promotions. Vouchers may only be redeemed once and must be handed in on redemption. Photocopies of a voucher are not acceptable.

Points are lost if your ADIB account is closed/blocked or the Reward programme ends. We may change the terms and conditions or cancel the Rewards programme at any time. We will try to give you as much notice as reasonably possible if we change or cancel the programme. We are not liable to compensate you in any way once the Rewards programme has been cancelled or changed. Cardholder's account status should be active at the time of redemption.

Reward Points earned on your multiple cards can be clubbed at the time of redemption.

In the event the limit is utilised fully (irrespective of any payments thereof) in any month, you will not earn any Reward Points for any spend in excess of such limit.

## **26. ADIB Business Prestige Covered Card**

### **26.1 The following terms shall have the following meanings/Definitions**

**ADIB Business** means Abu Dhabi Islamic Bank, PJSC, Business Banking Division, a company incorporated in United Arab Emirates.

**ADIB Business Prestige Covered Card** means Abu Dhabi Islamic Bank Covered Card issued to Business Prestige Covered Cardholders.

**Business Prestige Covered Cardholder** means the person(s) for whom the ADIB Business Prestige Covered Card is issued by the Bank including the Principal Cardholder and Supplementary Cardholder.

## **27. Miscellaneous**

### **27.1. Phone-Banking services**

27.1.1 Phone-Banking is a service by which the Cardholders can access their accounts for certain type of information and transaction through telephone using a Personal Identification Number (PIN) provided by the Bank to Cardholder.

27.1.2 The Cardholder acknowledges receipt of his/her own PIN for the use of the Phone-Banking services and he/she acknowledges his/her responsibility to preserve it and notify the Bank immediately after its loss or its disclosure to any other party.

27.1.3 While using the PIN, the Cardholder is considered as if using his/her personal authorized signature for execution of transactions on his/her account.

27.1.4 The Bank shall not bear any liability or responsibility from damages arising from the Cardholder's misuse of the Phone-Banking services such as the disclosure of his/her own PIN to other persons.

27.1.5 The Bank reserve its right of cancelling the Phone-Banking service granted to the Cardholder at any time and without giving reason or prior notice including in the following cases:

27.1.5.1 The Cardholder breaches any of the conditions mentioned in these Terms and Conditions.

27.1.5.2 The Cardholder's loss of legal capacity, death or closures of his/her account

27.1.5.3 The cancellation of authorization granted to him due to the closure of his/her accounts.



## Financial Statements through Phone and e-Banking service:

27.1.6 The Cardholder acknowledges his/her acceptance of the Card Statement sent to him/her via such service to the fax number or email address that he/she identifies when requesting the services. The Cardholder shall consider such Card Statement correct, final and obligatory unless he/she reverts to the Bank and register and files an objection not later than seven (7) business days from the date of sending the Card Statement. The Card Account information, forwarded to the Cardholder through the fax number or email address will be at his/her responsibilities especially with regard to the confidentiality after using the PIN number by him/her to get such information.

## 27.2. SMS Banking Services

27.2.1 «Push» SMS Service provides the Cardholder with information about his/her Card Account, Bank transactions and other services provided by the Bank.

27.2.2 «Pull» SMS Service enables Cardholder obtain information about his/her Bank Card Account and transactions. It also facilitates Cardholder to transfer between his/her accounts internally or externally within the Bank.

27.2.3. The information and facilities available through the Push and Pull Services shall be at the Bank's discretion and may be available or changed by the Bank from time to time.

27.2.4. The Cardholder must observe any instructions issued by the Bank from time to time for use of the SMS Service.

27.2.5. The Bank shall not be a party to any dispute with any service provider, whether such dispute relates to the failure of the SMS Service or any part thereof or any other matter.

27.2.6. The Bank shall not be responsible for any delay, loss or damage to the Cardholder or anyone else resulting from technical failures or difficulties experienced by the SMS Service, whether such failures or difficulties are under the control of the Bank, any service provider or other party.

27.2.7. The Bank will send information to the mobile telephone number specified by the Cardholder and advised to the Bank in writing ("Mobile Number").

## 27.3. Card Safety Tips

- 27.3.1 Protect your Card as if it were cash. DO NOT leave the Card un-attended anywhere.
- 27.3.2 Always conduct Transactions with your Card when and where you feel secure. If you are uncomfortable, do not use the Card and do not let it out of your sight during the processing of a Transaction.
- 27.3.3 NEVER share your Card or PIN with anyone- including family members and friends. Be aware of who may have access to your Card (if any). If your Card is borrowed by a friend, family member (for example, spouse, child, and parent) or other person with or without your knowledge, you are responsible for the Transactions conducted using it, including any purchases or cash withdrawals.
- 27.3.4 Always remember to take your Card once you have completed your Transaction and make sure that it is your own Card.
- 27.3.5 Always check your Card Statements for any discrepancies or suspicious Transactions. If you notice any discrepancies, contact your Branch or call 600543216 immediately. You can receive mini statements from an ADIB ATM.
- 27.3.6 If your Card is lost, stolen or retained by ATM, contact the nearest ADIB branch or call 600543216 immediately to cancel the Card.
- 27.3.7 Do not give out your Card number over the phone unless you initiated the phone call to a reputable company and wish for your Card to be charged for some Transactions.
- 27.3.8 Avoid saying out your Card number aloud if there are others around who can hear it.
- 27.3.9 Take receipts with you, including carbons and keep them for record purposes. Match the Transaction receipt with your monthly Card Statement. Once the receipts served their purpose, always tear them up or shred them before throwing them away.

- 27.3.10 Keep the number of Cards you carry in your wallet to a minimum, so you will notice if any of them are missing.
- 27.3.11 Be sure that you know the deadline and procedures for notifying the Bank should you witness any suspicious or unauthorized Transactions on your Card Statement, as every Transaction has a time-frame involved after which you cannot dispute its validity.
- 27.3.12 Make a record of your Cards that you have and important and emergency telephone numbers to report incidents of theft or stolen Cards. Keep them in a safe place so that you could use them in case of need. Place the useful telephone numbers in your mobile phone as well.

## 27.4. PIN Safety Tips:

- 27.4.1 The PIN (Personal Identification Number) is the KEY to your Card/Card Account. The key that ONLY YOU should know and have.
- 27.4.2 Always shield your PIN when entering it in the ATM or any other PIN pad device. If there is any one very close behind you, make sure they cannot see you entering the PIN.
- 27.4.3 Just as you change any other important passwords, you should consider regularly changing your PIN.
- 27.4.4 When you choose your PIN, do not pick one that could be easily guessed for example, birthdays, telephone numbers, card ID's etc.
- 27.4.5 Memorize your PIN. Do not carry your PIN in your wallet or purse or write it on your Card.
- 27.4.6 Before using an ATM for a Transaction, it is necessary to look for anything that seems unusual around the ATM card slot. If in doubt, immediately enter the branch and report it. In case the ATM is off-site, then please call 600543216 immediately and report the incident. The Bank will take up the matter with concerned authorities. In such instances, please DO NOT use the ATM.

27.4.7 If something happens while performing an ATM transaction, please DO NOT listen to strangers who may suggest to input the PIN multiple times or to use some other numbers as a method to get the Card back. It may be an attempt to steal your money.

27.4.8 If your Card gets stuck inside the ATM machine, be suspicious of anyone offering help. Thieves can obtain your PIN by several means (shoulder surfing or asking straight forward questions), then take your jammed Card from the ATM and use it.

27.4.9 Do not let any one assist you with your Card and PIN for you to withdraw cash from the ATM, as the PIN and Card number will be known to the person who can then misuse it.

## 27.5. Chip

The Card has a built-in Chip feature in addition to the magnetic stripe. The Chip is a secure payment mechanism which is accepted in certain countries. The Chip may be used at terminals by using the Card and PIN when requested by the Merchant. Failure to input the correct PIN may render the card as "lost" which may then trigger security follow-up procedures. Kindly remember your PIN. The Chip and PIN facility is to help you safeguard the Transaction and provide a more secure Transaction facility.

## 27.6. payWave

Using Visa payWave or Mastercard Paypass

27.6.1 You can use Visa payWave or Mastercard Paypass to authorise Purchases within the Visa or Mastercard Transaction limits, at participating Merchants which have a Visa payWave or Mastercard Paypass secure reader and display the Visa payWave or Mastercard Paypass logos. You can also use your Visa payWave or Mastercard Paypass Card as a Chip or magnetic stripe Card. Before authorising payment for Visa payWave or Mastercard Paypass Transactions, you must check that the correct amount of your Purchase is displayed on the Visa payWave or Mastercard Paypass reader or on the shop register. Although no PIN, TPIN or Password is required for a Visa payWave or Mastercard Paypass Transaction, a Visa payWave or Mastercard Paypass secure reader shall be treated as a terminal. Transactions authorised by Visa payWave or Mastercard Paypass are treated as authorised and debited to your Account.

27.6.2 You cannot use Visa payWave or Mastercard Paypass to authorise Cash Advances.

27.6.3 The following Visa payWave and Mastercard Paypass Transaction limits apply:

27.6.3.1 Single transaction limit: AED 200.

27.6.3.2 Cumulative transactions limit: AED 600.

27.6.3.3 Amount left to reset limit by conducting a successful Chip transaction: AED 50.

27.6.4 If a cumulative Visa payWave or Mastercard Paypass Transaction limit is reached, in order to make Visa payWave or Mastercard Paypass functionality available again, you must conduct a successful Chip Transaction. A Chip Transaction can be completed at any Merchant that has a Chip Terminal. A Chip Transaction occurs when a Chip Card is inserted into and remains in the terminal throughout the transaction. This transaction is different to a magnetic stripe transaction where your card is swiped through a Card Terminal or inserted into an ATM to read the magnetic stripe.

## 27.7. Visa and Mastercard Premium Offers

The Visa and Mastercard offers are independently provided by Visa and Mastercard. Each offer will carry its own Terms and Conditions, which will be provided by Visa and Mastercard. Cardholders must read and understand the relevant Visa and Mastercard Terms and Conditions before using any Visa or Mastercard offers.

## 28. Terms and Conditions of ADIB WebSecure provided by Abu Dhabi Islamic Bank

The below Terms and Conditions (Terms and Conditions) govern ADIB WebSecure service. Please read carefully, acknowledge and accept these Terms and Conditions before using the ADIB WebSecure service provided by the Bank.

### 28.1. Definitions

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

**Bank** or ADIB means Abu Dhabi Islamic Bank.

**Card** means covered or debit card issued by ADIB and used for accessing or utilizing ADIB WebSecure service.

**We, Us and Our** means the Bank and its suppliers of card processing and web-hosting services.

**You, Your and Yours** means the ADIB cardholder using ADIB WebSecure.

**ADIB WebSecure** means the online authentication service provided through Verified by Visa (VbV) or MasterCard SecureCode (MSC) when purchasing goods from VbV or MSC enabled retailers over the internet.

**Verified by Visa** means the anti fraud systems provided by Visa for additional security of online transactions at participating VbV websites.

**MasterCard SecureCode** means the anti fraud systems provided by MasterCard for additional security of online transactions at participating MSC websites

28.1.2 These Terms and Conditions shall be read in conjunction with the Bank Covered Cards Terms and Conditions and the General Terms and Conditions of Accounts and Banking Services (hereinafter referred to collectively as the "Agreement") and shall govern together ADIB WebSecure service.

## 28.2. Acceptance of Terms

28.2.1 ADIB WebSecure is provided to You, subject to the Terms and Conditions and the Agreement. You hereby agree and accept that Terms and Conditions may be updated and amended by Us from time to time without notice to You. Use of the service shall constitute Your acceptance of the Terms and Conditions. In addition, when using ADIB WebSecure, You shall be subject to any guidelines or rules applicable to ADIB WebSecure that may be posted from time to time on the Bank's website.

28.2.2 You agree that creation of an ADIB WebSecure password, and / or use of ADIB WebSecure, will represent Your acceptance of the Terms and Conditions and that continued use of ADIB WebSecure after revisions to these Terms and Conditions shall constitute Your agreement to such revised Terms and Conditions and any applicable posted guidelines or rules.

28.2.3 Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change ADIB WebSecure shall be subject to these Terms and Conditions.

28.2.4 The Bank reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, ADIB WebSecure (or any part thereof) with or without notice to You.

## 28.3. Description of ADIB WebSecure

ADIB WebSecure provides You with a way of increasing security in online transactions for which VbV is used, by reducing the chances of fraud for those transactions. Registering for ADIB WebSecure involves You providing personal information to Us, which is then used to confirm Your identity in connection with future online transactions or other transactions for which ADIB WebSecure is used. ADIB WebSecure may also be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes. Your registration data, as defined in Condition 28.4 below, and other personal information is not shared with the merchant.

## 28.4. Your Registration Obligations

You agree to (i) provide true, accurate, current and complete information about Yourself as prompted by ADIB WebSecure's registration form (Registration Data), and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If You provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if We have reasonable grounds to suspect that Your Registration Data is untrue, inaccurate, not current or incomplete, We have the right to suspend, terminate, or refuse Your current or future use of ADIB WebSecure or Your Card.

## 28.5. Registration

28.5.1 In order to use ADIB WebSecure, You must provide certain information to Us that allows Us to validate Your identity and verify that You are the owner of or an authorized user of the specified Card. The information that You provide may be validated against information We already have on file that is associated with You and/or your Card(s).

28.5.2 If You are unable to provide adequate information for Us to validate Your identity, We have the right to disallow You to register for ADIB WebSecure. You warrant that the registration data is correct and that you have the legal right to use all of the Cards that You register for ADIB WebSecure.

28.5.3 If You do not successfully register for ADIB WebSecure, the merchant may not accept Your Card(s) in payment for an e-commerce or other transaction subject to Verified by Visa security requirement.

28.5.4 In order to use ADIB WebSecure, You must have access to the internet and must pay any service fees associated with such access. In addition, You must have the equipment necessary to make such a connection to the internet, including a computer and modem or other access device. For the avoidance of any doubt, ADIB WebSecure services are limited to online and internet transactions only.

28.5.5 In the event that You have a question regarding the ADIB WebSecure registration process or a transaction using ADIB WebSecure, You should direct that question to the Bank by calling 600543216.

## 28.6. Using ADIB Websecure

28.6.1 When You use ADIB WebSecure, the following conditions and Your account conditions will apply:

28.6.1.1 When You use ADIB WebSecure to purchase from Verified by Visa enabled retailers over the internet, an electronic receipt will be presented to You at the end of the checkout process. The receipt includes details of Your current purchase, such as store name, purchase amount and date. You sign the receipt using your personal password and click 'Confirm Purchase' to proceed with the purchase. Without Your password, the purchase cannot take place at participating online retailers. If the incorrect password is entered 3 times You will not be able to proceed with the purchase under ADIB WebSecure until You enter the correct password. If You have forgotten Your password You can create a new one by clicking on the 'Forgot your password?' link.

28.6.2.1 If You change Your address (including your e-mail address) You must notify Us immediately to ensure that Our records are up to date.

## 28.7. Authentication

28.7.1 During registration to ADIB WebSecure, You may be asked to select or may be provided a password and hint-and-response



question and answer. When engaging in an online transaction or other transaction for which ADIB WebSecure is used, You may be asked for Your ADIB WebSecure password or hint response before the merchant accepts Your - Card in payment for the transaction. If You are unable to provide Your ADIB WebSecure password or hint response, or if the authentication through ADIB WebSecure otherwise fails, the merchant may not accept Your cards in payment for that transaction.

28.7.2 By registering for ADIB WebSecure, You consent to the use of ADIB WebSecure to evidence Your identity, including the authorization of transactions authorized in advance to recur at substantially regular intervals.

## 28.8. Card Password and Security

You are solely responsible for maintaining the confidentiality of Your password, registration data and other verification information established by You with ADIB WebSecure, and all activities that occur using Your password, Registration Data or other verification information supplied to or established by You with ADIB WebSecure. You agree not to transfer or sell Your use of, or access to, ADIB WebSecure to any third party. You agree to immediately notify Us of any unauthorized use of Your password or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by applicable law, the Terms and Conditions or the Agreement, the Bank shall not be liable for any loss or damage arising from Your failure to comply with the Terms and Conditions. It is Our policy not to seek / send information such as personal information, account details and / or information on user ID and password of Your internet banking facility through email. In case you receive any email from an address appearing to be sent by us, advising You of any changes made in Your personal information, account details or information on Your user identification and password of Your internet-banking facility and therefore, agree and acknowledge not to respond to such emails.

## 28.9. Privacy of Registration Data

28.9.1 Your Registration Data will not be shared with online retail merchants or merchants in other transactions for which ADIB WebSecure is used.

28.9.2 You acknowledge and agree that Verified by Visa may keep Your Registration Data and also may disclose Your Registration Data if required to do so by the applicable laws, in the good faith and belief that such retention or disclosure is permitted

by the applicable laws, or as reasonably necessary to (i) comply with legal process and proceedings or (ii) enforce the Terms and Conditions.

28.9.3 The Bank may use the Registration Data You have provided to administer the ADIB WebSecure process.

28.9.4 The Bank may transfer the Registration Data to another country outside the United Arab Emirates for the purposes of managing and administering ADIB WebSecure and the Bank will ensure that the security of Registration Data is maintained.

28.9.5 The Bank may provide the police or any prosecuting authority any information obtained in connection with ADIB WebSecure in order to allow them to investigate any suspected use of Your security details.

## 28.10. Your Conduct

You agree not to:

28.10.1 Impersonate any person or entity using ADIB WebSecure.

28.10.2 Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or Programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by ADIB WebSecure.

28.10.3 Spam or flood the ADIB WebSecure Website or service.

28.10.4 Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the ADIB WebSecure Website or service or the software used in connection with ADIB WebSecure.

28.10.5 Remove any copyright, trademark, or other proprietary rights / notices contained in ADIB WebSecure.

28.10.6 'Frame' or 'mirror' any part of the ADIB WebSecure Website or service without ADIB's prior written authorization.

28.10.7 Use any robot, spider, site search / retrieval application, or other manual or automatic device or process to retrieve, index, 'data mine', or in any way reproduce or circumvent the navigational structure or presentation of the ADIB WebSecure website or service or its contents.

28.10.8 Otherwise interfere with, or disrupt, ADIB WebSecure or servers or networks connected to ADIB WebSecure, or violate the Terms and Conditions or any requirements, procedures, policies or regulations of ADIB WebSecure or of any networks connected to ADIB WebSecure.

28.10.9 Intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by the Bank in connection with Your use of ADIB WebSecure.

## 28.11. Liability

28.11.1 Under no circumstances will the Bank be liable for consequential, incidental, special or indirect losses or other damages directly or indirectly resulting from using ADIB WebSecure services and / or any damage to your computer or telephone service resulting from Your use of ADIB WebSecure.

28.11.2 The Bank assumes no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, Your computer equipment or other property on account of Your access to, use of, or downloading from the Bank's Website or ADIB WebSecure.

28.11.3 You are responsible for all instructions and transactions conducted or sent using Your password.

## 28.12. Termination

28.12.1 The Bank may with or without notice to You temporarily or permanently deactivate Your ability to use ADIB WebSecure and terminate Your relationship with the Bank at any time, with or without fault on Your part. For Your protection, the Bank may automatically deactivate Your ability to use ADIB WebSecure if it is not used at least one time during any six (6) month period. If the Bank deactivates Your ability to use ADIB WebSecure, the Bank may give You notice at the most current e-mail address You have provided to the Bank as reflected in the Bank's records.

## 28.13. Dealing with Merchants

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through ADIB WebSecure, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such merchants. You agree that, except as otherwise provided by the Terms and Conditions, the applicable laws, the Agreement, the Bank will not be responsible or liable for any loss or damage of any sort incurred as the result of such dealings. You understand that use of ADIB WebSecure does not, in any way, indicate that the Bank recommends or endorses any merchant, regardless of whether the merchant participates in Verified by Visa or not. Neither the Bank nor Verified by Visa does verify the identity of the merchant or the quality of the merchant's goods or services.

## 28.14. Disclaimer of Warranties

28.14.1 You expressly understand and agree that any software obtained through the use of ADIB WebSecure is downloaded and used at Your own discretion and risk and that except as otherwise provided in this TOS Agreement, You will be solely responsible for any damage to Your computer system or loss of data that results from the download or use of any such software or other materials through ADIB WebSecure.

28.14.2 EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE STATE LAW, THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ABOUT Verified by Visa / MasterCard SecureCode, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 28.15. Notice

Notices to You regarding the ADIB WebSecure Terms and Conditions may be made either via email or regular mail to the address that You have provided to the Bank in connection with any of Your accounts with the Bank, or Your Card issued or otherwise provided by the Bank.

## 28.16. Amendments of the Terms and Conditions

28.16.1 The Bank reserves the right to change the Terms and Conditions. The Bank may apply these changes with immediate effect to update or improve ADIB WebSecure or to reflect any requirements imposed on us by any party which assists us in providing ADIB WebSecure.

28.16.2 The Bank may make changes with immediate effect if required to do so by any law or other regulatory requirement affecting the Bank.

28.16.3 ADIB WebSecure may be amended or discontinued, temporarily or permanently, without notice where the amendment or discontinuation is required by Visa International or MasterCard who run the payment systems for the Cards used with Your accounts.

## 28.17. Age and Responsibility

You represent that You are of the legal age and have the legal capacity to use ADIB WebSecure and to create binding legal obligations for any liability You may incur as a result of the use of ADIB WebSecure. Except as otherwise provided by applicable laws or in the Agreement, You agree and understand that You are financially responsible for all uses of ADIB WebSecure by You and those authorized by You to use Your Registration Data, your password and other verification information

## 28.18. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the UAE as applied by Abu Dhabi courts to the extent that such laws do not contravene the principles and rules of Shari'a as determined by the Fatwa and Shari'a Supervisory Board of the Bank and You hereby submit to the non-exclusive jurisdiction of Abu Dhabi courts in relation to any dispute or any proceedings arising out of or in connection with these Terms and Conditions.

