

Etimad Al Mubarak Credit Card Term and Condition

Arab National Bank ("**Bank**") will issue Etimad Al Mubarak Credit Card ("**Card**"), subject to the following Terms and Conditions:-

1. **Standard Definitions:**

- a) **Card:** The Bank will issue the Card on the customer's written request. The Bank retains title to the Card, and the Customer (**Cardholder**) hereby undertakes to return the Card to the Bank immediately on its demand. The Cardholder also undertakes to acknowledge receipt of the Card immediately on arrival, and further undertakes to prevent use of the Card by any other individual.
- b) **Grace Period:** The period within which any Credit extended for purchases may be repaid without incurring a commission or profit fee. ANB's Standard grace period is 21 days.
- c) **Payment Due Date:** The date within which any Credit extended for purchases may be repaid without incurring any commission or profit fee. ANB's payment due date is the statement date plus grace period.

2. The relationship between the Cardholder, Issuer (**Bank**) and the Acceptor (**Merchant**) is deemed a guarantee relationship.

3. The Cardholder has the right to cancel the card within 10 days from the date of receiving the Card, unless the card has been activated. The Bank will not charge any fees or commission for this cancellation.

4. **Supplementary Card:** The Cardholder may obtain a Supplementary Card for anyone 18 years of age or over. The Supplementary Card is governed by the same Terms and Conditions as the primary Card and attaches the same rights and privileges. The Supplementary Card shall be tied to primary Card.

5. **Primary Cardholder's Liability:** The Cardholder is liable for settlement of all liabilities arising from his/her use of the primary Card and the Supplementary Cards.

6. **Credit Limit:** The Card limit will be determined in accordance with the Bank's general policy. The Cardholder undertakes to pay all amounts due which fall within the approved credit limit and/or any other amounts debited to the account over and above the approved credit limit. The Bank reserves the right to change the Card credit limit provided it notifies the cardholder 30 working days prior to implementation by any means the Bank deems fit. Similarly the Cardholder may submit a written application to the Bank requesting increase or decrease of his/her credit limit. The Bank reserves the right to approve or decline that request.

7. If the card's credit limit is exceeded in exceptional cases, the excess amount will be due immediately and the Bank will have the right to stop the card and will not be reactivated until the excess amount is settled. In case the exceeded amount is not settled immediately the Bank has the right to cancel the Card.

8. The Bank's prevailing exchange rate on the transaction posting date (charge date) will be used for currency conversion between the transaction currency and the card account currency and is subject to fees.

9. **Repayment:**

- a) The Bank will charge transactions resulting from the Cardholder's utilization of the Card every 30 days. The Saudi Riyal shall constitute the basis for charging regardless of the actual transaction currency.
- b) The Bank will issue a monthly statement of account, which will be dispatched to the Cardholder's address of record entered on the Bank's books to reflect all transactions passed over the account during the respective month. The Cardholder must approach the Bank within 30 days of issue; otherwise, the Bank will treat all information contained in the statement as true and correct.
- c) The Cardholder shall repay the card dues cited in the card monthly statement in full on or before the Payment Due Date shown in the statement of account.
- d) If the Cardholder delays payment of the amounts due against usage of his/her Card in making purchases and cash withdrawals, then the Cardholder shall pay a financial penalty for delaying the payment due to cover any collection costs. Any surplus amount will be donated to the charity.
- e) If the Cardholder continues to procrastinate and default on repayment of outstanding dues on the payment due date, the Bank will notify the Cardholder in writing of the possibility of having his/her name added to the SIMAH list of customers in payment default circulated between domestic banks issued by the Saudi Credit Bureau. If the Cardholder still fails to repay the amount(s) due on him/her within one month from the date the Cardholder is notified, the Bank will

add his/her name to the said blacklist in which case the Cardholder's name will remain on the list pending full and final settlement of the due amount(s),

10. In case of death of the Cardholder, the outstanding balance of the Card or any other due payments will fall immediately due and payable. The Bank has the right to set off the amounts due against any account maintained by the Cardholder with the Bank and /or any of its affiliates to fully settle the outstanding payments. If balances of such accounts are insufficient, the Bank shall have the right to recourse against all heirs of the Cardholder for the total or part of the amount due unless the Cardholder had subscribed to the Balance Protection Cooperative Insurance Program.
11. **Card Utilization Limitations:** The Cardholder undertakes not to use the Card to procure any funds from any sources other than ATMs and banks.
12. **Cardholder's PIN:**
 - a) The Cardholder undertakes to maintain his/her PIN in confidence at all times and shall not disclose the PIN, write or record it on any media which is likely to expose it to unauthorized use.
 - b) The Cardholder undertakes to settle the value of all transactions passed over his/her account resulting from usage of his/her Card PIN whether or not a receipt is issued.
 - c) The Cardholder should not choose an easy or personal date-related password for his/her card and it is preferable to change it periodically.
13. **Card Replacement:**
 - a) The Bank, at its absolute discretion, may re-issue, replace or renew the Card provided it notifies the Cardholder.
 - b) The Bank reserves the right to approve or decline issue of a replacement Card in lieu of a lost or stolen Card. If approval to issue a Card in lieu of a lost or stolen one is granted, the Bank reserves the right to charge the replacement fee in case of issuing a replacement. If the Bank declines issuance of replacement Card, the Cardholder has the right to get a refund on the remaining balance of the annual fee.
 - c) The Bank has the right to charge a card replacement fee per occurrence excluding the first occurrence for the re-issuance of lost, stolen or damaged card without advance notice to the Cardholder. The Bank shall have the absolute right to amend such replacement fee within 30 working days from date of notification to the Cardholder.
 - d) The Cardholder has the right to accept or reject the replacement card. The Cardholder shall be deemed to have given his/her consent if he/she do not express an objection within 14 working days from the date he/she is notified of the issuance, or if he/she activates the replacement Credit.
14. **Amendments in Terms & Conditions:**
 - a) The Bank reserves the right to alter or modify any of the Terms and Conditions herein, provided such alteration or modification does not contravene with Shariah principles. The Bank will report modifications to the Cardholder in the manner it deems appropriate but without prejudice to rights acquired pursuant to these Terms and Conditions, at which time the amendments shall become binding on the Cardholder within 30 calendar days from date of notification.
 - b) In the event of any amendment / change or modification to this agreement from the Bank, the Cardholder, if not in agreement with the amendment / change or modification, is entitled to terminate the agreement within 14 days of receipt of the notice of such change after paying all the outstanding amount(s) under the credit card account.
15. Hereby, the Cardholder agrees to provide the Bank with any information that it requires for establishing and/or auditing and/or managing his/her accounts and facilities therewith, and he/she authorizes it to obtain and collect any information as it deems necessary or in need for regarding the Cardholder or his/her above-mentioned account or any account he/she holds with the Bank , from the Saudi Credit Bureau (SCB) and/or to disclose that information to the said company (SCB) and/or to any other agency approved by Saudi Arabian Monetary Agency (SAMA).
16. **Change of Address:** The Cardholder undertakes to report any change of address or communication details, e.g. mobile, through any reliable communication channel to the Bank. Correspondence sent to the Cardholder at his/her last known address as shown in the Bank's records shall be considered duly made and delivered.

17. Termination of Card Membership:

- a) The Bank may at any time terminate this Agreement and recall all cards (which are deemed to be the Bank's Property) without any responsibility towards, or prior notice to, the Cardholder. The Cardholder shall immediately return all cards cut in half to the Bank. If this Agreement is terminated, all the outstanding balance in the card account shall become immediately due and payable to the Bank. Annual fee will be refunded to the Cardholder on pro rata basis for the remaining period of the year after the termination.
- b) The Cardholder may at any time terminate this Agreement by giving a written notice to the Bank. Such notice shall come into force and effect only after the Card/Supplementary Cards are returned to the Bank cut in half and the Cardholder has settled all claims associated with Card utilization. In the event that the Cardholder requests cancellation of his Card, the Card account must first be settled in full and not have any remaining outstanding balance at which time the Card can be cancelled and its account closed. If the Cardholder requests a final clearance letter from the Bank, it will be issued after 30 days from the date of termination request after repaying all outstanding due. The Cardholders record with Saudi Credit Bureau will be updated within a maximum of 7 days of closing the account.

18. Debit Balance: The Cardholder consents to the Bank's right at any time without prior notice to debit any amounts due from the Cardholder to any account maintained by the Cardholder with the Bank regardless of the account currency. Bank reserves the right to transfer full Debit Balance from the Cardholder's account to any of his relevant bank accounts without any prior notice or notification if the Cardholder maintains a Debit Balance in his card account for more than 60 days.

19. Complaint Resolution:

In case of any complaint with regards to Etimad Al Mubarak Credit Card, the Cardholder may approach the Bank on the toll free number 8001192222 or fax it to the Customers complaints resolution center on 00966112769272 or mail it directly to the Arab National Bank Cards Centre P.O. Box 56921, Riyadh 11564, KSA.

20. Assignment and Securitization:

Bank reserves the right to pledge, take action thereon, assign or transfer any or all of its rights, benefits and obligations under Etimad Al Mubarak Credit Card facility offered to the Cardholder to any other party without the Cardholder's prior permission.

If the Bank pledges, takes action thereon, assigns or transfers any or all of its rights, benefits and obligations under Etimad Al Mubarak Credit Card facility, the Cardholder's rights, benefits and obligations under this facility will stay exactly the same, and he/she will be bound to the party to whom the Bank has so pledged, assigned or transferred the outstanding under Etimad Al Mubarak Credit Card facility granted to the Cardholder. At the customer's request to obtain a final release, the latter should be issued after 30 working days from the notice date to the Cardholder of cancellation and after the payment of dues on the card.

21. Fees, Charges and Financial Dues:

Annual Fee -Primary Card	SAR 150
Annual Fee - Supplementary Card	SAR 99
Cash withdrawal/advance Fee	SAR 75 per transaction regardless of the amount withdrawn. Maximum single transaction value should not exceed SR 5,000.
Dispute Fee	SAR 35 (if investigation outcome is against cardholder).
Statement Request Fee	SAR 35
Late Payment Fee (Delay Fee)	SAR 30
Card replacement fee for lost card	SAR 200
ANB balance protection program subscription fee	0.49% of the total outstanding balance (optional)
Additional rate for international transactions. • 2.75% for Classic Card.	Example for 2.75% Classic Credit Cards:- • For POS International Transaction Amount: 1,000 US Dollar. Conversion rate: 3.7750 x 2.75% = 3.87881 (Liable to change as per prevailing daily rates). Total value of International Transaction = SAR 3,878.81 For ATM International transactions we add transactions fee which is SAR 75

22. Specific Warnings:-

- a) Failure to comply and adhere to the above Terms and Conditions may result in cancellation of the card and the suspension of the cardholder's account. All amounts due from the Cardholder shall become immediately payable to ANB.
- b) Failure to maintain good payment history will have negative impact on the Cardholder's credit history and reported to the Saudi Credit Bureau.

23. The Rewards Program "ANB Rewards":

- a) Only valid ANB Credit Cards can earn points.
- b) Classic credit cards: for every 1 Saudi Riyal spent, 0.75 point will be credited.
- c) Cash withdrawal and SADAD Bill payments through ANB Electronic Channels are not eligible for points.
- d) Credit cards that are not in arrears, suspension or default may redeem points.
- e) Cardholder is eligible to redeem in multiples of 20,000 points.
- f) Points expire after 2 years from date of earning.

24. ANB Easy Pay Program (EPP):

- a) Customers can only use their existing credit limit to obtain installments. No extra credit is offered with this facility.
- b) Must do the transaction at least 2 days before the Credit Cards due date.
- c) The minimum amount for installments is SR 1,000 per purchase.
- d) The Maximum / Minimum installment tenure will be 3 to 12 months i.e. 3 months / 6 months / 9 months and 12 months.
- e) All installment plans must be paid in full before a customer can change products.
- f) There is no maximum of installment plans per account.
- g) Cash advances are not valid for use in any installment plan.
- h) A Tawarrouq transaction will apply for the non-participating merchants (1%) profit rate per month and it will be added to customer due amount.
- i) In the event that the payment method chosen is 100% deduction your installment plan will be changed to a minimum payment schedule.
- j) The customer may not cancel installment plans at any time during the installment period.
- k) If a customer wants to settle early then he must pay the remaining balance including profit margins in full.
- l) ANB reserves the right to reject any request for installment plans. ANB is not liable for any claim arising from refusals.
- m) In the case of a merchant installment plan, the merchant is solely responsible for all obligations and liabilities in connection with the supply of goods/services or any defect or damage.
- n) Any dispute pertaining to a purchase or the provision of any goods or services lay with the merchant:
 - i. The card holder must resolve such disputes directly with the merchant.
 - ii. The liability of the cardholder and his obligation to make payment to ANB shall not be affected by any such disputes.
 - iii. ANB is not responsible for the investigation of or the resolution of any such dispute.
- o) ANB reserves the right without any liability to cancel or suspend the installment option program at any time.
- p) In case of a credit card upgrade, all transactions on the old credit card will be transferred to the new credit card including the installment plan.
- q) ANB reserves the right to amend or alter these terms and conditions at any time without prior notice.
- r) These terms and conditions are in addition to the terms and conditions as set out in the ANB cardholder agreement which regulates the provisions of credit card facilities by ANB and any other terms and conditions imposed by ANB at any time.

- s) In the event of inconsistencies between these terms and conditions and the previous ANB credit card terms and conditions agreement, these terms and conditions shall prevail in so far as they apply to the installment plan.
25. The Cardholder consents to the Bank passing any information contained in the application form relating to Etimad Al Mubarak Credit Card facility and any supporting documentation which may subsequently be provided or any other information or documents relating to the history and conduct of Etimad Al Mubarak Credit Card account to any actual or potential assignee or any other concerned or contracted parties.
26. **Cross Sell Rights:** Bank at its sole discretion from time to time may offer to the Cardholder various optional features and banking products which are based on the Bank's policy at that point in time and the Cardholder agrees to be the receiving of these offers unless otherwise stated and submitted to the Bank in writing.
27. The Bank is entitled to impose fees/charges as it deems appropriate for the Bank's Phone Banking and ATM services after advising the Cardholder and not receiving any written objection within 30 working days of notification. The Bank is hereby authorized to, directly and without recourse to the Cardholder, debit any of Cardholder's accounts with the Bank for such fees/charges as the same is reflected in the monthly statements.
28. This Agreement is governed by the applicable Saudi Laws and must also not violate Islamic Shariah rules. Any disputes between the parties hereto shall be submitted to the Banking Disputes Settlement Committee for final resolution.
29. If any provision or term of this Agreement is or becomes illegal, invalid or unenforceable in any respect according to the laws and regulations of the Kingdom of Saudi Arabia, such illegality, invalidity or unenforceability shall not affect the legality, validity, or enforceability of other provisions or terms of this Agreement.
30. The Cardholder warrants that he/she will not use or facilitate use of his/her card(s), whether directly or indirectly, for any purposes connected with money laundering and terrorism financing..
31. The Cardholder acknowledges that he/she has read and understood the Terms and Conditions stated herein, including the liabilities and obligations consequent thereupon and fully accepts to be bound thereby.
32. The Applicant warrants to notify the Bank of any change or amendment to his/her details and information failing which he/she accepts to bear full liability for any failure associated consequences.
33. **Card Maintenance:**
- a) The Cardholder undertakes to maintain the Card properly and keep it in a secure place to avoid loss or unauthorized usage. In case the Card is lost, stolen or used illegally etc., the Cardholder shall notify the Bank immediately without delay by calling 8001244040 (Local) or 00966920005555 (International) or facsimile (Fax No.: 00966114601733) or notify any Visa Center of any foreign bank with subsequent written notification to Card Center.
 - b) The Bank shall not be liable for any transactions or entries passed over to the account and other expenses incurred in connection with Card usage during the period from the date the Card is lost, stolen, used illegally etc., to the date of proper written notification of occurrence to the Bank.
 - c) Where the Card is lost / stolen and has been put to unauthorized use, the maximum liability of the Cardholder prior to the Cardholder reporting the loss or theft to Arab National Bank shall be to the extent of the available credit limit or the amount of unauthorized transactions posted to the card account, whichever is lower.
 - d) The Card must not be used for any unlawful purposes, which includes the purchase of goods or services that contravene with Sharia principles and/or are prohibited by the laws and regulations of the Kingdom of Saudi Arabia.
34. Provided the accountholder does not perform any deposit or withdrawal transaction, the status of current accounts with a credit balance and inactive savings accounts will be changed to "Dormant" in the following manner:
- a) Credit balance, an account, relationship or dealing for credit card shall be deemed "Active" if the last financial transaction (withdrawal or deposit dependent on the relationship nature) performed by the customer or his/her authorized agent over the account is not more than 24 Gregorian months old starting from the date of the last transaction posted by the customer.

- b) Credit balance, an account, relationship or dealing for credit card shall be deemed “Dormant” if it completes a period of 24 Gregorian months from the date of the last financial transaction (withdrawal or deposit dependent on the relationship nature) performed by the customer or his/her authorized agent over the account as evidenced in a reliable and documented recording or written communication in relation to transactions.
- c) Credit balance, an account, relationship or dealing for credit card shall be deemed “Unclaimed” if it completes a period of 5 Gregorian years (60 months) (including the Dormant Account stage) if the customer personally or his/her authorized agent does not perform a financial transaction (withdrawal or deposit dependent on the relationship nature) as evidenced in a reliable and documented recording or written communication, the bank could not locate the customer and has exhausted all possible communications means to reach him/her.
- d) Credit balance, the account, relationship or dealing for credit card will be deemed abandoned and the accountholder ending the relationship with the bank if it remains Unclaimed for 10 Gregorian years (i.e. 15 Gregorian years in total from the date of the last financial transaction).

Arab National Bank offers consumer credit advisory service. To benefit from this service please call 90001824