

## First Abu Dhabi Bank PJSC

### Master Credit Card Conditions

#### 1 Regulatory status

First Abu Dhabi Bank PJSC (the “**Bank**”) is licensed and regulated by the Central Bank of the UAE. Its registered office address is P.O. Box 6316, Abu Dhabi, UAE.

#### 2 Cardholder’s Relationship with the Bank

**2.1** The following terms and conditions, as amended from time to time (the “**Master Credit Card Conditions**”), govern the relationship between the Bank and a natural or legal person (hereinafter called the “**Cardholder**”) requesting any Card Services offered by the Bank.

**2.2** Definitions of capitalised terms used in these Master Credit Card Conditions are set out in the Glossary. Where such terms are used elsewhere by the Bank throughout any of its documentation, agreements or on its website, they shall have the meanings set out in the Glossary unless given a different meaning in the context in which they are used.

**2.3** References to the “Master Credit Card Conditions” throughout the Bank’s documentation including Requests, advertisements, notices, brochures, schedules, agreements or such other documents, are references to these Master Credit Card Conditions.

**2.4** These Master Credit Card Conditions constitute an integral part of the Bank’s agreement to provide Card Services to the Cardholder and apply, unless expressly excluded, to all Card Services made available to the Cardholder.

**2.5** The legal and contractual relationship between the Bank and the Cardholder is determined by these Master Credit Card Conditions, any Additional Conditions, a Request, the Schedule of Charges, any guidelines issued by the Bank and any other agreement or document specified by the Bank for this purpose.

**2.6** If there is any conflict or inconsistency between these Master Credit Card Conditions, any Additional Conditions and any guidelines, agreement or other document specified by the Bank relating to Card Services, then these Master Credit Card Conditions shall prevail to the extent of that conflict or inconsistency.

**2.7** By signing, activating or using a Card, submitting a Request or otherwise making use of a Card Service, the Cardholder is deemed to have read and understood these Master Credit Card Conditions and any Additional Conditions and agrees to be bound by them.

#### 3 Application for a Card Service

**3.1** The Bank offers a variety of Card Services all of which are set out on the Bank’s website.

**3.2** The availability, eligibility criteria and applicable conditions in respect of any Card Service are subject to the Bank’s determination and applicable laws. The Bank may, at any time, modify a Card Service or convert a Card Service into a different category or type of Card Service for whatever reason.

**3.3** All Card Services offered by the Bank are offered at the Bank’s sole and absolute discretion. The Bank reserves the right, at any time, without liability or penalty, to refuse to provide or

continue to provide any Card Service. Where permitted by applicable law, the Bank shall endeavour to provide its reasons for any such refusal or discontinuation.

#### **4 Representations and Warranties**

**4.1** By signing, activating or using a Card, submitting a Request or otherwise making use of a Card Service, the Cardholder represents and warrants to the Bank that:

**4.1.1** the Cardholder (if a legal person) is duly organised and in good standing in every jurisdiction in which it is required to be;

**4.1.2** the obligations assumed by the Cardholder pursuant to these Master Credit Card Conditions and any Additional Conditions are the Cardholder's legal, valid and binding obligations and the performance of those obligations and the provision of any Card Services does not violate or breach any applicable law, contract or other requirement to which the Cardholder is subject;

**4.1.3** the Cardholder has obtained any consent, authorisation or instruction required in connection with these Master Credit Card Conditions and any Additional Conditions;

**4.1.4** all information furnished to the Bank by the Cardholder or on the Cardholder's behalf is, as of the date that information is provided, true, accurate and complete in every material respect;

**4.1.5** the Cardholder is not the subject of any economic, financial or trade sanction or embargo administered or enforced by any relevant authority, or located, incorporated, organised, existing or resident in a country or territory that is the subject of any economic, financial or trade sanction or embargo;

**4.1.6** the Cardholder is not bankrupt, insolvent or otherwise experiencing financial difficulties;

**4.1.7** the Cardholder has carefully reviewed and understands all information (if any) provided by the Bank as well as the terms, conditions and risks associated with any Card Service provided by the Bank;

**4.1.8** the Cardholder is not relying on any representation, statement or other information provided by the Bank as legal, regulatory, tax or accounting advice, and the Cardholder has been advised by the Bank to obtain (and has obtained), where appropriate, independent legal, regulatory, tax and accounting advice; and

**4.1.9** in all the Cardholder's dealings with the Bank, the Cardholder is acting as principal and not as agent on behalf of any third party.

**4.2** Each of the representations and warranties set out above is deemed to be repeated on each day throughout the period the Bank provides a Card Service to the Cardholder.

**4.3** If any representation and warranty set out above is or becomes untrue at any time, the Cardholder must notify the Bank immediately.

#### **5 General Card Conditions**

**5.1** The Cardholder shall submit to the Bank all forms, documents and evidence relating to Card Services that the Bank may require, in form and substance satisfactory to the Bank. If the

Bank refuses to provide Card Services and where permitted by applicable law, the Bank shall endeavour to provide its reasons for any such refusal.

- 5.2** The Cardholder must inform the Bank of any change in the information provided by the Cardholder at the time of making an initial Request for Card Services or any other customer identification or due diligence documentation previously delivered to the Bank, including (without limitation) any changes to the Cardholder's name, identification documents, address, telephone numbers, constitutional documents, shareholding structure and beneficial ownership. The Cardholder must provide the Bank with any additional forms, documents and other evidence relating to such changes as the Bank may request, in form and substance satisfactory to the Bank. Any changes shall only be effective when actually received and accepted by the Bank.
- 5.3** The Cardholder must promptly inform the Bank if:
- 5.3.1** the Cardholder becomes unemployed or loses the primary source of the Cardholder's income; or
  - 5.3.2** the Cardholder has lost or will shortly lose residency status in the UAE.
- 5.4** The Bank reserves the right, and the Cardholder authorises the Bank, to debit the Card Account in case the Bank credits any funds to the Card Account due to computer system error, technical error or malfunction, human error, clearing system error, fraud by the Cardholder or a third party or any other reason, in each case without any liability.
- 5.5** The Bank may allocate an identification number to the Cardholder. Such identification number remains the property of the Bank and the Bank shall have the right to modify or change such number at any time.

## **6 Cards**

- 6.1** Following the submission of a Request by the Cardholder, the Bank may issue a Card to the Cardholder. If the Request is accepted, the Bank will send a Card to the Cardholder's address last notified to the Bank.
- 6.2** The Bank may issue a Card to the Cardholder for the purpose of purchasing goods or services either through a retailer, through the internet, by telephone or by any other means with or without the physical presence of a Card, or to effect withdrawals using an ATM.
- 6.3** The Bank may also require a Card to be used to facilitate or authenticate the Cardholder's identity or instruction whether initiated from an ATM, at the Bank's branches, through Electronic Banking Services or otherwise.
- 6.4** If a Card is not activated in the manner or within the period prescribed by the Bank, the Bank may cancel that Card. Any new Card requested by the Cardholder shall be issued at the expense of the Cardholder.
- 6.5** The Bank may allow the Cardholder to use a Card to purchase goods and services by any channel or mode of communication permitted by the Bank, including through the use of the Bank's interactive voice response channel and the internet.

- 6.6** The Cardholder shall only utilise a Card for transactions which are legally acceptable in the UAE and the country in which such Card is utilised. The Bank reserves the right to reject any transaction which it believes may cause a breach of this Clause.
- 6.7** The Cardholder must ensure the safe and proper custody of each Card. The Cardholder must take the maximum care to prevent any Card from being lost or stolen. The Cardholder undertakes not to pass possession of a Card to any other person. The Cardholder must promptly notify the Bank and the relevant authorities in case a Card is lost or stolen. Unless and until the Bank has received such notification, the Cardholder is responsible for any transaction processed on a Card.
- 6.8** The Cardholder shall keep all Security Codes issued in connection with a Card confidential in accordance with the requirements of Clause 19 (*Security Codes*).
- 6.9** The Cardholder shall not utilise a Card in a manner which may permit alteration, fraud or forgery.
- 6.10** The Cardholder shall pay any and all charges imposed by the Bank for all transactions effected on a Card whether locally or abroad. Any Card Transaction made in a currency other than in the currency of the Card Account will be converted into the currency of the Card Account by the Bank at the exchange rate determined by the Bank at the time the relevant foreign currency transaction is debited from a Card.
- 6.11** The Bank is entitled to debit the Card Account of the Cardholder with the total amount plus any fees and charges (where applicable) with respect to any Card Transaction, Cash Advance or any other transactions made using a Card.
- 6.12** A supplementary Card may be issued in the name of a person nominated by the Cardholder and approved by the Bank. All supplementary Cards shall be treated in the same manner as a Card issued in the name of the Cardholder and all transactions effected on a supplementary Card shall be the sole responsibility of the Cardholder and shall be subject to these Master Credit Card Conditions and any Additional Conditions.
- 6.13** All Card Transactions will be subject to maximum daily restrictions on the number of transactions conducted on a Card as well as the value of such transactions (whether individually or in aggregate) and any other conditions as the Bank may deem appropriate.
- 6.14** Each Card shall remain the property of the Bank at all times and the Bank may cancel or suspend usage of a Card or request a Card to be returned to the Bank. If a Card is cancelled, expired or replaced, the Cardholder shall promptly destroy it.
- 6.15** Notwithstanding the cancellation, suspension, expiry, replacement or return of a Card, the Cardholder shall remain liable for any Liabilities incurred in respect of that Card up to the time of such cancellation, suspension, expiry, replacement or return.
- 6.16** Unless the Cardholder gives the Bank written notice at least sixty (60) days prior to the expiry date of a Card and subject to these Master Credit Card Conditions, the Bank may renew that Card on its expiry date and will debit any renewal fee from the Card Account.

## **7 Cardholder's Instructions**

- 7.1** The Bank may act on any instruction (in any format and sent or received via any channel acceptable to the Bank) if it reasonably believes such instructions have been given by the Cardholder. The Bank has no obligation to verify the authenticity or validity of any instructions. If the Bank doubts the clarity, authenticity or validity of any instruction, it may delay or refuse to carry out such instruction until confirmed by the Cardholder. Any instruction that has been verified by a Security Code shall be considered conclusively to have been given by the Cardholder. If the Cardholder has reason to believe that any instructions given to the Bank are unauthorised or fraudulent, the Cardholder must immediately notify the Bank. Unless and until otherwise notified by the Cardholder, all instructions received by the Bank which comply with these Master Credit Card Conditions shall be deemed to have originated from the Cardholder, and the Bank shall be entitled to rely on such instructions without any further investigation or enquiry. The Cardholder acknowledges and agrees that the Bank may not be able to reverse or nullify any transaction executed based on instructions received prior to the Cardholder notifying the Bank in accordance with this Clause.
- 7.2** The Bank has no obligation to process or act on an instruction or to accept a cheque or any other similar payment instrument if, in its absolute opinion, acting on such instructions may result in a breach of any applicable law or any economic, financial or trade sanctions or embargo or the Bank's internal policies or procedures.
- 7.3** The Bank shall not be obliged to process any instruction until it has received all such information as it requires from the Cardholder.
- 7.4** The Cardholder is responsible for the accuracy of all of the Cardholder's instructions to the Bank. Neither the Bank nor any of its Delegates shall be liable for any error, omissions, mutilation, interruption or delay occurring in the transmission of such instructions.
- 7.5** All instructions received by the Bank shall be subject to cut-off times and daily limits prescribed by the Bank from time to time.
- 7.6** Once the Cardholder submits an instruction, the Cardholder acknowledges that the Bank may not, in certain circumstances, be able to process a request for the cancellation, reversal, stop payment or amendment of any previous instruction. However, if the Cardholder's request to cancel, reverse, stop payment or amend a previous instruction is received by the Bank in reasonable time and in compliance with applicable law, the Bank's requirements and these Master Credit Card Conditions, the Bank shall use its reasonable endeavours to comply with such request.

## **8 Credit Limit and Sub-Limit**

- 8.1** The Bank will notify the Cardholder of the Credit Limit at the time a Card is first issued.
- 8.2** The Cardholder shall ensure that at all times the outstanding balance on the Card Account is not more than the Credit Limit. Any transaction that results in the Card Limit being exceeded may be rejected.
- 8.3** A fee calculated in accordance with the Schedule of Charges shall be payable if the outstanding balance on the Card Account exceeds the Credit Limit.
- 8.4** The Bank may reduce the Credit Limit at any time.

**8.5** The Cardholder may request that one or more Cards issued in connection with the same Card Account be subject to a Sub-Limit.

**8.6** The Cardholder may request that a Credit Limit be increased. Any such request shall be subject to the procedures and policies of the Bank at the relevant time.

## **9 Payments**

**9.1** The Bank shall promptly debit the Card Account with the amounts of all Card Transactions, Cash Advances, Balance Transfers and any other amounts payable in accordance with these Master Credit Card Conditions.

**9.2** Each account statement shall set out the Closing Balance and the Minimum Amount.

**9.3** If the Cardholder does not pay the Minimum Amount by the Payment Date, a Late Payment Fee shall be debited from the Card Account.

**9.4** If the Cardholder does not pay the Closing Balance in full by the Payment Date, interest in respect of the amount outstanding on the Card Account shall accrue at the rate specified in the Schedule of Charges and shall be debited from the Card Account.

**9.5** If the Cardholder pays an amount that is less than the Closing Balance by the Payment Date, such amount shall be applied in the following order:

**9.5.1** first, in discharge of any accrued but unpaid interest;

**9.5.2** secondly, in discharge of any unpaid fees, costs or expenses of the Bank; and

**9.5.3** finally, in discharge of the remaining part of the Closing Balance.

**9.6** If the Cardholder only pays the Minimum Amount at the end of or during each account statement period, the Cardholder acknowledges and agrees that the Cardholder may pay more in interest or fees and it may take the Cardholder longer to discharge all amounts outstanding on a Card Account than if the Closing Balance is paid in full by the Payment Date.

**9.7** The Bank may demand immediate payment of the Closing Balance on a Card Account at any time.

**9.8** The Cardholder agrees to make all payments in the currency of the Card Account. If any payment is made in any other currency, the Bank reserves the right to convert such currency to the currency of the Card Account subject to the Bank's prevailing exchange rate on the date the payment is credited to the Card Account. Any payment made will be credited to the Card Account only on the date that the Bank actually receives the required funds.

**9.9** Charges set out in and calculated in accordance with the Schedule of Charges shall continue to be payable on any Liabilities which remain due and unpaid after the exercise of any of the Bank's rights under these Master Credit Card Conditions.

**9.10** A cheque shall be an acceptable form of payment of any amounts due in accordance with these Master Credit Card Conditions. Any payment by cheque shall only be considered as having been received by the Bank upon the proceeds of such cheque being credited to the Card Account. The Bank may charge the Cardholder a fee specified in the Schedule of Charges for any cheque presented by the Cardholder and which is returned unpaid.

- 9.11** If the Cardholder makes any payment of any amounts due in accordance with these Master Credit Card Conditions by depositing cash or a cheque in any ATM designated by the Bank, the Bank shall not be liable for any loss or delay caused by the use of such ATM. Any cash or cheque deposited in any ATM shall only be credited to the Card Account after verification by the Bank and any receipt issued on making such deposit shall only represent what the Cardholder purports to have deposited and shall not bind the Bank.
- 9.12** The Cardholder may make a payment of any amounts due in accordance with these Master Credit Card Conditions by way of direct debit or account transfer from an account with the Bank. The amount to be debited on the Payment Date shall be the amount specified by the Cardholder at the time of applying for the relevant Card or through separate instructions given to the Bank in accordance with Clause 7 (*Cardholder's Instructions*). If there are insufficient funds in the account specified by the Cardholder at the time the direct debit is effected, the Cardholder authorises the Bank to overdraw that account for the required amount so as to make the direct debit payment.
- 9.13** The Cardholder may make a payment of any amounts due in accordance with these Master Credit Card Conditions by way of transfer from another bank. Any payment made by way of transfer from another bank shall only be considered as having been received by the Bank upon the clearing of the proceeds paid to the Bank by the remitting bank. The Bank shall not be liable for any fees or charges levied by the remitting bank to the Cardholder in effecting such payments to the Bank.
- 9.14** The Cardholder is responsible for payment of the Closing Balance regardless of whether the Cardholder receives an account statement.
- 9.15** The Cardholder shall not, without the prior consent of the Bank, transfer funds from one Card Account to another Card Account in settlement of the dues on the other Card Account, even if such funds are available as a credit balance on the first Card Account.
- 9.16** The Bank may at any time demand the Cardholder to provide a security cheque, pledge over a deposit and/or any other collateral as security for the Liabilities incurred in respect of Card Services. The Cardholder authorises the Bank to present any security cheque for payment towards any Liabilities incurred in respect of Card Services.
- 9.17** The Bank is entitled to treat the following as evidence of a debt incurred by the Cardholder and to be debited from the Card Account:
- 9.17.1** any sales draft, Card Transaction record, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of the embossed information printed on a Card and duly completed irrespective of whether the same bears the signature of the Cardholder or not (including, without limitation, any contactless transaction). However, this does not in any way waive the Cardholder's responsibility to sign the sales draft, Card Transaction record, credit voucher, cash disbursement draft or other charge record as requested by a counterparty; and
- 9.17.2** the Bank's record of Cash Advances or Card Transactions including but not limited to those effected by mail order, telephone or the internet.



## **10 Statements**

- 10.1** The Bank shall provide an account statement to the Cardholder in respect of the Card Account at such intervals as the Bank may decide.
- 10.2** Unless otherwise requested by the Cardholder, account statements shall be delivered by electronic mail to the Cardholder's registered electronic mail address in the Bank's records, by encrypted electronic mail through the Bank's Electronic Banking Services or any other electronic means. It is the Cardholder's responsibility to set up, maintain and regularly review the security arrangements concerning access to and use of the Cardholder's electronic mail and internet systems. Any account statement delivered electronically will be deemed to constitute an account statement as required by applicable law and shall, for all purposes, satisfy the Bank's obligations to deliver to the Cardholder an account statement.
- 10.3** In circumstances where the Bank determines it is not reasonably practicable to deliver account statements to the Cardholder electronically, the Bank may deliver such account statements in any manner it considers appropriate.
- 10.4** It is the Cardholder's responsibility to review each account statement (and acknowledge receipt where required by the Bank to do so) and notify the Bank of any discrepancy within thirty (30) Business Days of receiving it, failing which the account statement shall be deemed to be correct (subject to the Bank's right to rectify any error) and accepted by the Cardholder. The Cardholder may not thereafter raise any objections to the account statement and the account statements maintained by the Bank as to the status of the Card Account shall be conclusive and binding on the Cardholder.
- 10.5** The Bank shall be entitled to rectify any error in any account statement and the Bank will notify the Cardholder on or around the date the Bank rectifies such error.
- 10.6** It is the Cardholder's responsibility to notify the Bank if the Cardholder does not receive an account statement or is otherwise unable to access an account statement within thirty (30) days of the date on which the account statement should have been received or made available to the Cardholder. The Bank shall not be liable for the Cardholder's non-receipt or late receipt of any account statement.
- 10.7** The Bank may suspend the delivery of account statements if it has grounds for believing that the Cardholder is not receiving such account statements.

## **11 Cash Advance**

- 11.1** The Cardholder may use a Card to obtain a Cash Advance. A Cash Advance shall only be available up to the maximum amount permitted by the Bank and shall be subject to the Bank's sole and absolute discretion.
- 11.2** Interest on each Cash Advance shall accrue on a daily basis from the date of the Cash Advance until repayment of the Cash Advance is made in full. Interest shall accrue at the rate specified in the Schedule of Charges.
- 11.3** A fee calculated in accordance with the Schedule of Charges will be payable for each Cash Advance and shall be added to the amount of each Cash Advance.



## **12 Balance Transfer**

- 12.1** Following the submission of a Request by the Cardholder, the Bank may agree to a Balance Transfer.
- 12.2** The Bank may specify a minimum and maximum outstanding balance to be eligible for transfer to the Card Account in accordance with this Clause.
- 12.3** The Bank may specify a fee for each Balance Transfer and such fee shall be debited from the Card Account on or around the date such Balance Transfer becomes effective.
- 12.4** The Bank shall not be liable for any fees, charges, interest, liabilities or obligations in respect of the account from which the outstanding balance is transferred to the Card Account due to a delay in a Balance Transfer taking place.

## **13 Instalment Plan**

- 13.1** Following the submission of a Request by the Cardholder, the Bank may agree that the payment of the outstanding balance on a Card Account or an amount debited from a Card Account in respect of a specific Card Transaction, Money Transfer or Balance Transfer can be made under an Instalment Plan.
- 13.2** If the Bank agrees to enrol the Cardholder under an Instalment Plan it shall notify the Cardholder of the number, frequency and amount of instalments forming part of that Instalment Plan.
- 13.3** Following the establishment of an Instalment Plan, each outstanding monthly instalment amount that is at that time due shall be specified in each account statement.
- 13.4** The Bank may specify a fee for each Instalment Plan and such fee shall be debited from the Card Account on or around the date such Instalment Plan becomes effective.
- 13.5** Interest will be payable in respect of each instalment under the relevant Instalment Plan and shall be debited from the Card Account at the times determined by the Bank and notified to the Cardholder.
- 13.6** If the Cardholder pays the total amount due under an Instalment Plan in advance of the schedule set out in the Instalment Plan, then an early payment fee will be payable and such amount shall be debited from the Card Account on or around the date such early payment is made.
- 13.7** If the Cardholder fails to pay any amount when due under an Instalment Plan, the Bank may demand immediate payment of the total amount due under the relevant Instalment Plan.
- 13.8** The Bank may restrict a Card Transaction, Money Transfer, Balance Transfer or any other Card Service from qualifying for an Instalment Plan.
- 13.9** The Cardholder acknowledges and agrees that, depending on the terms of the Instalment Plan agreed by the Bank, by agreeing to an Instalment Plan or an amendment to an existing Instalment Plan, individual instalment amounts may be increased and/or the Cardholder may pay more in interest or fees and/or it may take the Cardholder longer to discharge all amounts outstanding on a Card Account than otherwise may be the case.

## **14 Money Transfer**

- 14.1** Following the submission of a Request by the Cardholder, the Bank may permit the Cardholder to make a Money Transfer.
- 14.2** The Bank may specify a minimum and maximum amount eligible for a Money Transfer in accordance with this Clause.
- 14.3** The Bank may specify a fee in respect of a Money Transfer and such fee shall be debited from the Card Account on or around the date the Money Transfer becomes effective.

## **15 Payment Holiday**

- 15.1** Following the submission of a Request by the Cardholder, the Bank may agree to defer the payment by the Cardholder of the Minimum Amount specified in one account statement and include that portion of the Minimum Amount in the next account statement delivered in accordance with Clause 10 (*Statements*).
- 15.2** If the Bank agrees to such deferral then no Late Payment Fee shall be payable by the Cardholder on the original account statement.
- 15.3** Interest on the portion of any Minimum Amount that is deferred in accordance with this Clause shall accrue on a daily basis from the date that the Minimum Amount was due under the original account statement until repayment of that Minimum Amount is made in full. Interest shall continue to accrue at the rate specified in the Schedule of Charges in respect of the outstanding balance and shall be debited from the Card Account at the times determined by the Bank and notified to the Cardholder.
- 15.4** A fee calculated in accordance with the Schedule of Charges will be payable for each deferral of all or part of a Minimum Amount and shall be debited from the Card Account on or around the date such deferral becomes effective.
- 15.5** The Cardholder acknowledges and agrees that any deferral agreed by the Bank in accordance with this Clause is not a waiver of payment of any Liabilities.
- 15.6** The Cardholder acknowledges and agrees that, depending on the terms of the deferral agreed by the Bank, the Minimum Amount due in an account statement may be increased and/or the Cardholder may pay more in interest or fees and/or it may take the Cardholder longer to discharge all amounts outstanding on a Card Account than otherwise may be the case.

## **16 Standing Instruction**

- 16.1** Following the submission of a Request by the Cardholder, the Bank may agree to a Standing Instruction.
- 16.2** The Cardholder shall ensure that the date on which payment of a Standing Instruction is debited from the Card Account is at least seven (7) days prior to the date on which the funds must be credited to the beneficiary account.
- 16.3** Where the payment date of a Standing Instruction falls on a day other than a Business Day, the Bank shall make the payment on the preceding Business Day.
- 16.4** The Standing Instruction will continue until the Cardholder expressly revokes the Standing Instruction by providing the Bank with prior written notice.

- 16.5** The Bank has no obligation to process or act on a Standing Instruction if the Cardholder fails to pay the Minimum Amount by the Payment Date.

## **17 Refunds**

The Card Account will be credited with a refund in respect of a Card Transaction upon receipt by the Bank of the refund amount from the relevant counterparty.

## **18 Electronic Banking Services**

- 18.1** The Bank may provide the Cardholder with Electronic Banking Services. These Electronic Banking Services are provided at the Cardholder's own risk. The Cardholder agrees to follow any guidelines issued by the Bank regarding safety measures and precautions for the use of such Electronic Banking Services.
- 18.2** The Cardholder acknowledges and agrees that despite the use of Security Codes and other sophisticated security measures, any communication sent to or by the Bank through Electronic Banking Services may not be a secure and confidential means of communication. If the Cardholder chooses to interact with the Bank in this way, the Cardholder does so at the Cardholder's own risk.
- 18.3** It is the Cardholder's sole responsibility to acquire and maintain suitable and compatible equipment, devices and software required in order to access Electronic Banking Services, including any anti-virus or other security protection for such equipment, device or software. In addition, the Cardholder will be responsible for the costs charged by the Cardholder's telephone or electronic communications provider.
- 18.4** The Cardholder shall be responsible for the accuracy and authenticity of all information supplied to the Bank by the Cardholder over the telephone or through electronic means and agrees that the Bank shall not be liable for any consequences arising out of erroneous information supplied by the Cardholder. The Cardholder shall not allow any person access to any of the Cardholder's electronic devices in a manner that would enable such person to access Electronic Banking Services.
- 18.5** If the Cardholder loses possession, control or functionality of any of the Cardholder's electronic devices, or has reason to believe that Electronic Banking Services are being accessed by a person other than the Cardholder, the Cardholder must immediately notify the Bank, upon which the Bank may block Electronic Banking Services and Card Services for such duration and upon such conditions as the Bank shall determine. Unless and until otherwise notified by the Cardholder, all instructions received by the Bank which are initiated through such Electronic Banking Services shall be deemed to have originated from the Cardholder, and the Bank shall be entitled to rely on such instructions without any further investigation or enquiry. The Cardholder acknowledges and agrees that the Bank may not be able to reverse or nullify any transaction executed based on instructions received prior to the Cardholder notifying the Bank in accordance with this Clause.
- 18.6** The Cardholder agrees that the Electronic Banking Services are provided over or through the internet and that the open and electronic nature of the internet may give rise to virus attacks, errors, losses, damages and claims and that any transaction effected through Electronic Banking Services is made at the Cardholder's own risk and responsibility. The

Bank shall not be liable for any losses suffered by the Cardholder as a result of using Electronic Banking Services.

- 18.7** The Cardholder shall promptly notify the Bank of any changes to the Cardholder's mobile telephone details or telecommunication provider.

## **19 Security Codes**

- 19.1** The Cardholder shall keep all Security Codes confidential and shall not disclose or make available such Security Codes to any third party. The Cardholder shall exercise due care to prevent any loss, theft or wrongful use of any Security Code.

- 19.2** The Bank shall be under no duty to verify the authenticity of any instructions received from the Cardholder authenticated through a Security Code in accordance with the applicable procedures of the Bank.

- 19.3** If a Security Code is lost, stolen or has otherwise been intercepted by or revealed to third parties, the Cardholder shall immediately notify the Bank. Unless and until the Bank has received that notification, the Cardholder shall be responsible for any instruction or transaction which has been processed through the use of a Security Code.

## **20 Special Categories of Cardholders**

- 20.1** The Bank may make Card Services available to illiterate Cardholders subject to applicable law and the Bank's policy, as amended from time to time.

- 20.2** The Bank may make Card Services available to blind and/or deaf and/or mute Cardholders subject to applicable law and the Bank's policy, as amended from time to time.

## **21 Taxes**

- 21.1** The Cardholder is solely responsible for the Cardholder's tax affairs.

- 21.2** Unless expressly provided to the contrary, all amounts expressed to be payable by the Cardholder are exclusive of any applicable taxes (including but not limited to value added tax (or any equivalent tax)). The Bank is authorised to debit the Card Account with, or otherwise withhold, the amount of any applicable taxes required to be charged or withheld by the Bank. If any applicable taxes are paid by the Bank on the Cardholder's behalf, the Bank shall be entitled to debit the Card Account for any such amount.

- 21.3** The Bank may be required by law or by agreement with applicable tax authorities, to report certain information about the Cardholder (or, in the case of legal persons, the Cardholder's direct and indirect owners or the Cardholder's trustees and beneficiaries) and the Cardholder's relationship with the Bank, including information about the Card Account and other Card Services provided by the Bank to the Cardholder:

- 21.3.1** to the tax authorities in the country where the Bank maintains the Card Account for the Cardholder, which may then pass that information to the tax authorities in another country where the Cardholder may be subject to tax; or

**21.3.2** directly to the tax authorities in the Cardholder's country of nationality or residence or other countries where the Bank reasonably determines or is required to presume the Cardholder is subject to tax.

**21.4** The Cardholder agrees to provide the Bank with any information (including declarations, certificates, documents, details of any special ruling or treatment applicable to the general nationality or category of person to which the Cardholder may belong) which the Bank may request (or which may otherwise be required) in connection with any tax, tax status or other applicable reporting requirements. The Cardholder must ensure that, when providing such information to the Bank, it is true and correct in every respect, not misleading in any way, and contains all material information relevant to the subject matter of the request. Should any information previously provided by the Cardholder become inaccurate or incomplete, the Cardholder must promptly notify the Bank.

## **22 Gross-up**

**22.1** All amounts to be paid to the Bank must be paid in the currency specified and without (and free and clear of any deduction for) withholding (including on account of any tax), set-off or counterclaim.

**22.2** If the Cardholder is required by law to deduct an amount on account of tax from any Liabilities owed to the Bank, the Cardholder must increase the amount payable to the Bank so that, after any such deduction has been made, the amount received by the Bank is equal to the amount that the Bank would have received had no deduction been required.

## **23 Rates, Fees and Costs**

**23.1** The Cardholder agrees to pay all applicable fees, costs, charges and expenses of the Bank in connection with the provision of a Card Service. Details of such fees, costs, charges and expenses are set out in the Schedule of Charges. The Schedule of Charges is available at the Bank's branches, on the Bank's website or otherwise upon request.

**23.2** The Cardholder is bound to pay interest and any applicable commission at the Bank's prevailing rates at the relevant time. If any amount is due to the Bank but is not paid when due, a default rate of interest may also be chargeable. The Bank may in its sole and absolute discretion, by notice to the Cardholder, amend any interest rate or rate of any commission due at any time in accordance with applicable law.

**23.3** When due, the Cardholder authorises the Bank to debit the Card Account with the amount of any applicable fees, costs, charges, expenses, interest or commission set out in the Schedule of Charges or otherwise specified in any applicable Additional Conditions.

**23.4** All amounts paid to the Bank are non-refundable and may not be applied as credit against any other amount due to the Bank.

## **24 Communication and Delivery**

**24.1** Unless otherwise agreed, any communication to be made or delivered in connection with the Card Services shall be made in writing. The Bank is entitled to deliver such communication in any format it deems appropriate (including in paper form or electronically).

- 24.2** Without prejudice to the generality of the above, any communication may be delivered electronically (including through electronic mail or Electronic Banking Services), unless the Bank has prescribed a particular mode of delivery for a particular Card Service or communication, in which case such communication shall not be validly sent or received unless the method of delivery prescribed by the Bank has been followed. Any communication delivered in electronic form shall constitute delivery of such communication “in writing” or in “written” form for the purposes of these Master Credit Card Conditions, any Additional Conditions and any applicable laws and shall have the same legal effect as if such communication were delivered in paper form, signed by the Cardholder or the Bank (as applicable). The Cardholder will not challenge the admissibility of any such communication on the grounds that it is made in electronic form.
- 24.3** It is the Cardholder’s responsibility to check all communications sent by the Bank and to keep such communication secure. The Bank provides no assurance that electronic communication is secure or error free and the Cardholder agrees that any communication transmitted electronically can be intercepted, lost, delayed or be virus infected.
- 24.4** Any communication made by the Bank shall be validly given:
- 24.4.1** if made or delivered electronically, when sent to the Cardholder’s electronic mail address, mobile telephone or facsimile number (in each case, as notified by the Cardholder from time to time to the Bank) or made available through Electronic Banking Services, in each case, in readable form; and
- 24.4.2** in all other cases, five (5) Business Days after being dispatched.
- 24.5** Any communication delivered by the Cardholder to the Bank shall be validly given only when actually received by the Bank, at the place and in the manner specified by the Bank for such purpose.
- 24.6** It is the Cardholder’s responsibility to provide the Bank at all times with an up-to-date postal address, mobile telephone number and electronic mail address and to notify the Bank of any change of contact information previously provided to the Bank.
- 24.7** The Cardholder agrees that all communications sent by the Bank to the Cardholder and any attachments are confidential to the Cardholder and the Cardholder shall delete or otherwise discard any communication sent in error by the Bank or addressed to a recipient other than the Cardholder.
- 24.8** The Bank is entitled to rely on any communication sent to it by the Cardholder and is not under any obligation to verify the authenticity or accuracy of any such communication.
- 24.9** Without prejudice to the generality of the above, the Bank may communicate with the Cardholder by telephone (including mobile phone). The Cardholder agrees that telephone conversations with the Bank may be recorded and agrees that any recordings so made are admissible as evidence in any court, arbitration or other proceedings.
- 24.10** The Bank shall send any physical items such as Cards by normal post or courier to the Cardholder’s address in the Bank’s records or such other address as requested by the Cardholder, and at the Cardholder’s own risk and responsibility.

## **25 Confidentiality**

**25.1** The Bank shall keep all Confidential Information confidential but the Cardholder consents to the Bank disclosing all such Confidential Information, on a confidential basis:

**25.1.1** to any member of the FAB Group;

**25.1.2** to any Delegate to the extent necessary to enable the Bank to provide Card Services to the Cardholder, directly or indirectly;

**25.1.3** to any professional adviser of the Bank;

**25.1.4** to any exchange, depository, clearing house or settlement system, swap data repository or trade repository (whether local or global), where the Bank or a Delegate is required to disclose such Confidential Information;

**25.1.5** to any actual or potential permitted transferee or assignee (or, in each case, any of their agents or professional advisers) of the Bank's rights and obligations under these Master Credit Card Conditions or any Additional Conditions or in connection with any business transfer, disposal, merger or acquisition undertaken by the Bank;

**25.1.6** to any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection to the Bank in connection with the Card Services provided by the Bank;

**25.1.7** to the Etihad Credit Bureau, any other authorised credit reference agency or credit bureau or the Emirates Integrated Registries Company, and the Cardholder fully acknowledges the consequences of such disclosure on the Cardholder's ability to access future financial products or services, whether from the Bank or any other party;

**25.1.8** as required by any applicable law;

**25.1.9** as required by any court, tribunal, regulatory, supervisory, tax, sanctions, governmental or quasi-governmental authority having jurisdiction over the Bank or that the Bank reasonably believes has jurisdiction over the Cardholder;

**25.1.10** as may be required in order to preserve or enforce any of the Bank's rights or remedies against the Cardholder; or

**25.1.11** as otherwise specified in these Master Credit Card Conditions or any Additional Conditions.

**25.2** The Cardholder authorises the Bank to obtain information, on an ongoing basis, from the Etihad Credit Bureau, the Emirates Integrated Registries Company, the Central Bank of the UAE, banks and other financial institutions, the Cardholder's employer, references or any other body as the Bank deems appropriate, about the Cardholder's financial and non-financial affairs which includes but is not limited to the details of the Cardholder's banking facilities, financial position, income, contact information and any other information relating to the Cardholder (including Personal Data) which the Bank deems appropriate without any reference to the Cardholder.

**25.3** To comply with certain of its legal or regulatory obligations, the Bank may centralise the processing of the Cardholder's information in one or more locations inside or outside the UAE.



- 25.4** The Cardholder agrees to the processing and disclosure of the Cardholder's information in accordance with this Clause and to the transfer by the Bank, or its Delegates on the Bank's behalf, of the Cardholder's information to another country or countries for processing on behalf of the Bank. In this context, the Cardholder acknowledges that the Cardholder's information may be accessed under legal proceedings outside the UAE in such circumstances.
- 25.5** The Cardholder agrees to the processing and disclosure of the Cardholder's information to a Co-Brand Partner or a subsidiary, associate, branch, assignee, service provider, insurer, agent or delegate of a Co-Brand Partner or other party the Bank deems appropriate to enable the Bank or the Co-Brand Partner to perform their obligations in relation to any Co-Branded Card.
- 25.6** Where the Bank discloses Confidential Information in accordance with this Clause it shall, where reasonably practicable, take steps to ensure that the recipient of such Confidential Information will keep such information confidential.

## **26 Personal Data Protection**

- 26.1** The Bank is committed to providing a high level of protection regarding the processing of the Cardholder's Personal Data in compliance with applicable data protection laws and regulations.
- 26.2** The Bank may collect, use, store, disclose or otherwise process the Cardholder's Personal Data for the following purposes:
- 26.2.1** processing applications for Card Services, including assessing the Cardholder's suitability and performing necessary checks and risk assessments;
  - 26.2.2** providing Card Services (including Electronic Banking Services), such as effecting payments or transactions and completing instructions or Requests;
  - 26.2.3** monitoring and improving the Bank's website and its content;
  - 26.2.4** establishing and managing banking relationships and accounts;
  - 26.2.5** conducting market research and surveys with the aim of improving the products and services offered by the Bank;
  - 26.2.6** marketing and promotion (including direct marketing), conducted with or without the support of Delegates engaged by the Bank;
  - 26.2.7** remaining competitive as well as developing and improving the Bank's products and services;
  - 26.2.8** preventing, detecting, investigating and prosecuting crimes (including but not limited to money laundering, terrorism, fraud and other financial crimes) in any jurisdiction through identity verification, government sanctions screening and due diligence checks;
  - 26.2.9** complying with applicable laws, regulations, policies, voluntary codes, judgements or court orders, as well as any request by any authority, regulator or enforcement agency or body in respect of any member of the FAB Group;

- 26.2.10** establishing, exercising or defending legal rights in connection with legal proceedings (including any prospective legal proceedings) and seeking professional or legal advice in relation to such legal proceedings; and
- 26.2.11** surveillance of premises (including ATMs).
- 26.3** The Personal Data requested by the Bank is necessary to perform the Card Services. If it is not provided to the Bank, the Bank may be unable to comply with its legal or regulatory obligations or to provide the Cardholder with the Card Services.
- 26.4** The Cardholder's Personal Data processed by the Bank is kept in a form which permits the Cardholder's identification for no longer than is necessary for the purposes for which the Personal Data is processed in accordance with legal, regulatory and statutory obligations. At the expiry of such periods, the Cardholder's Personal Data will be deleted or archived to comply with legal retention obligations or in accordance with applicable statutory limitation periods.
- 26.5** As a data subject, the Cardholder may have the right at any time to request from any member of the FAB Group, as far as permitted by applicable laws, regulations and/or banking industry guidelines, access to and rectification or deletion of the Cardholder's Personal Data. On legitimate grounds, the Cardholder is also entitled to request a restriction of the processing of the Cardholder's Personal Data or to object to such processing.
- 26.6** In certain circumstances, the Cardholder may have the right to withdraw the Cardholder's consent to the processing of the Cardholder's Personal Data by the Bank. If the Cardholder withdraws such consent, the Bank may continue to process such Personal Data where required for its business operations. Any future withdrawal of consent will not affect the validity of any prior processing of Personal Data by the Bank.
- 26.7** The Cardholder is entitled to lodge a complaint with any competent data protection authority concerning the compliance of any member of the FAB Group with applicable data protection laws.
- 26.8** The manner in which the Bank collects, uses, stores, shares and protects the Cardholder's Personal Data, as well as the Cardholder's rights with respect to such Personal Data, are explained in more detail in the Privacy Statement which can be found [here [[Privacy Policy | First Abu Dhabi Bank \(FAB\) - UAE \(bankfab.com\)](#)]]. Unless expressly stated otherwise in the relevant Additional Conditions, the terms of the Privacy Statement apply to all Card Services and may be updated by the Bank in accordance with these Master Credit Card Conditions in order to comply with applicable data protection laws and regulations.
- 26.9** For any requests relating to the processing of the Cardholder's Personal Data, the Cardholder should contact:
- Data Protection Officer  
First Abu Dhabi Bank PJSC  
Abu Dhabi, United Arab Emirates  
Email: [privacy@bankfab.com](mailto:privacy@bankfab.com)

## **27 Death, Loss of Legal Capacity or Insolvency**

Upon being notified of the death, loss of legal capacity, dissolution, bankruptcy or insolvency or the occurrence of any similar event affecting the Cardholder, the Bank shall act in accordance with applicable laws. Subject to applicable laws, the Bank shall be entitled to:

- 27.1.1** cease the provision of a Card Service (whether in whole or in part);
- 27.1.2** block or freeze a Card or the Card Account (whether in whole or in part); or
- 27.1.3** close and terminate the Card Account.

At any time that the Card Account is blocked or frozen the Bank may accept credit transactions on that Card Account in accordance with these Master Credit Card Conditions but no Card Transaction, Cash Advance, Balance Transfer, Money Transfer or Standing Instruction shall be made on or from such Card Account other than in accordance with applicable law or in accordance with an order from a competent court or authority having jurisdiction over the Bank.

## **28 Collection**

The Cardholder agrees that the Bank has the right to visit or, authorise any Delegate (in or outside the UAE) to visit, the Cardholder's place of residence or employment in order to discuss and/or collect, any of the Cardholder's Liabilities that have become due. The Cardholder authorises the Bank to provide its Delegates with any information or documents pertaining to the Cardholder and to take appropriate action on behalf of the Bank to collect such Liabilities. The Cardholder shall be liable to pay all costs of collections including legal fees.

## **29 Indivisibility of Card Accounts and Set Off**

- 29.1** All Card Accounts held by the Cardholder, whether in one currency or in different currencies or whether of the same or a different type, may be treated by the Bank as elements of a single and indivisible Card Account.
- 29.2** In addition to any other general right of set off or other rights conferred by law or contract, each member of the FAB Group shall be entitled, at any time, to:
  - 29.2.1** combine or consolidate all or any of the accounts held by the Bank or any other member of the FAB Group in the name of the Cardholder wherever such account is located and in whatever currency such account is denominated; and/or
  - 29.2.2** set off any credit balances in an account held by, or any other amount due to the Cardholder from, the Bank or any other member of the FAB Group, against all or any part of the Cardholder's Liabilities (in whatever currency such Liabilities are denominated).
- 29.3** The Bank shall be entitled to consider as inter-related all transactions which the Cardholder undertakes with any member of the FAB Group, irrespective of the fact that such transactions may be undertaken through different accounts.

## **30 Compliance**

**30.1** The Cardholder acknowledges and agrees that the Bank is subject to strict legal and regulatory requirements in relation to the provision of Card Services and the operation of the Card Account. Nothing in these Master Credit Card Conditions or any Additional Conditions will oblige the Bank to do, or refrain from doing, anything that might, in the Bank's opinion, amount to a breach of any:

**30.1.1** law;

**30.1.2** order of any competent court or other authority having jurisdiction over the Bank, any other member of the FAB Group, a Delegate or the Cardholder;

**30.1.3** duty of care; or

**30.1.4** economic, financial or trade sanction or embargo.

**30.2** The Cardholder confirms that it complies with, and undertakes to continue to comply with, all legal and regulatory obligations to which it is subject, including (without limitation) those relating to the prevention of bribery, corruption, fraud, money laundering and terrorist activity and the provision of financial and other services to persons or entities which may be subject to sanctions.

**30.3** The Cardholder agrees that the Bank may take whatever action it considers appropriate to meet any obligations, either in the UAE or elsewhere in the world, relating to the prevention of bribery, corruption, fraud, money laundering and terrorist activity and the provision of financial and other services to persons or companies who may be subject to sanctions (whether in the form of economic, financial or trade sanctions or embargo or otherwise). This may include, but is not limited to, the freezing of funds in the Card Account, investigating and intercepting payments into and out of the Card Account (particularly in the case of international transfers of funds) and investigating the source of or intended recipient of any funds. It may also include making enquiries to establish whether a person is subject to sanctions. This may delay the carrying out of the Cardholder's instructions or the receipt of cleared funds.

**30.4** The Cardholder agrees to take all such steps as the Bank may require in order to enable the Bank to comply with its legal and regulatory requirements as set out above.

**30.5** The Bank may report any suspicious or illegal activities or transactions to the competent authorities whether in the UAE or elsewhere.

**30.6** The Bank is not entitled to charge interest on accrued interest by operation of law and nothing in these Master Credit Card Conditions or any Additional Conditions shall be construed, interpreted or applied in such a manner.

## **31 Use of Third Parties**

**31.1** The Bank is authorised to delegate from time to time any of its duties under these Master Credit Card Conditions and any Additional Conditions to such Delegate as it may think fit.

**31.2** The Cardholder acknowledges that:

**31.2.1** any Delegate will act in accordance with applicable laws in the jurisdiction where that Delegate is located;

**31.2.2** any Delegate may be permitted to delegate the duties delegated to it by the Bank and the Bank may have no direct enforceable rights against the ultimate delegate; and

**31.2.3** the Bank may only have contractual rights against a Delegate.

**31.3** The Bank may (and is authorised by the Cardholder to) introduce or refer the Cardholder directly to such Delegates to provide the Services directly.

**31.4** The Bank may open accounts (whether in the name of the Bank or the name of the Cardholder) with any Delegate appointed in accordance with these Master Credit Card Conditions.

**31.5** The Cardholder shall be responsible for any fees, costs or expenses payable to any Delegate.

## **32 Conflicts**

**32.1** The provision of Card Services by the Bank under these Master Credit Card Conditions or any Additional Conditions is not to be deemed exclusive.

**32.2** The Bank may, without further notification to the Cardholder, provide Card Services or carry out transactions with or for the Cardholder:

**32.2.1** in which the Bank has a direct or indirect interest; or

**32.2.2** in circumstances where the Bank has a relationship with another party which does or may create a conflict with a duty that the Bank may owe to the Cardholder.

**32.3** To the fullest extent permitted by law, the Bank shall be entitled, without further disclosure, to accept and retain for its own account and benefit, any profit, rebate, commission, fee, benefit, discount and/or other advantage arising out of or in connection with any Card Service.

## **33 Indemnity and Limitation of Liability**

**33.1** Except in the case of the Bank's fraud, gross negligence or wilful misconduct, the Cardholder shall indemnify the Bank for any claims, demands, losses, damages, liabilities, actions, suits, proceedings, costs and expenses (including legal and any other professional advisers' fees) and any other liability of whatever nature or description howsoever arising that the Bank suffers as a result of any third party claims brought against it in connection with (i) the Bank providing the Card Services to the Cardholder, or (ii) the Bank acting on the Cardholder's instructions.

**33.2** The Bank shall not be liable for any claims, demands, losses, damages, liabilities, actions, suits, proceedings, costs and expenses (including legal and any other professional advisers' fees) and any other liability of whatever nature or description howsoever arising out of or in connection with any event outside the Bank's control including (without limitation) acts of God, war, riots, hostilities, terrorist activity, local or national emergency, fire, natural calamities, explosions, strikes, court orders, legal restraints, any change in any law, failure of equipment or software, technical, power, communication or network malfunction or breakdown.

- 33.3** The Bank shall debit the Card Account with all costs and expenses incurred by the Bank arising out of the Bank enforcing these Master Credit Card Conditions.
- 33.4** The Bank shall only be liable to the Cardholder for direct loss which has been finally judicially determined to have been caused by the Bank's fraud, gross negligence or wilful misconduct.
- 33.5** The Bank is not liable for any indirect, incidental, or consequential loss or damage, including loss of profit, howsoever caused, whether foreseeable or not and regardless of whether the Bank has received actual or constructive notice.
- 33.6** The Bank expressly excludes any liability for loss or damage which may be caused to the Cardholder (i) while the Bank is acting in good faith and in compliance with these Master Credit Card Conditions and any applicable laws, or (ii) due to the Cardholder not complying with these Master Credit Card Conditions.
- 33.7** The Bank shall not be liable for any representations or promotions made by or obligations of a Co-Brand Partner in respect of any Benefits that are provided by a Co-Brand Partner in connection with a Co-Branded Card.
- 33.8** Nothing in this Clause or these Master Credit Card Conditions shall operate as a limit or exclusion of the Bank's liability in respect of a duty owed by the Bank to the Cardholder under applicable law, other than as permitted by applicable law.

#### **34 Variation**

- 34.1** Subject to applicable law, the Bank may at any time vary the terms and conditions applicable to any Card Account or Card Service, its Schedule of Charges, these Master Credit Card Conditions or any Additional Conditions (and such amendments may impose additional obligations on the Cardholder). Notice of any such amendments shall be given by the Bank in any manner the Bank deems sufficient to bring notice of the amendments to the attention of the Cardholder, including (without limitation) by updating any printed versions of such terms and conditions, Schedule of Charges, Master Credit Card Conditions or Additional Conditions made available at the Bank's branches or uploading the amended terms and conditions, Schedule of Charges, Master Credit Card Conditions or Additional Conditions to the Bank's website or otherwise making such amended terms available electronically. The Cardholder acknowledges and agrees that the period of notice of a variation may vary depending on the nature of the variation, however, in all cases, the Bank shall comply with applicable law when implementing any variation, including as to the period of notice provided.
- 34.2** Any amendments made by the Bank in accordance with this Clause shall be effective from the date specified by the Bank.
- 34.3** By continuing to use a Card Account or a Card Service, the Cardholder shall be deemed to have accepted the terms and conditions applicable to that Card Account or Card Service as in force at the relevant time.
- 34.4** If the Bank varies any applicable terms and conditions in accordance with this Clause and the Cardholder (a) does not agree to such changes and (b) notifies the Bank within 30 days of notice of such variation, the Cardholder may request the closure of the affected Card Account or termination of the affected Card Service prior to the later of (i) the expiry of the period specified in paragraph (b) or (ii) the date upon which the changes become effective.

Provided no outstanding Liabilities are due to the Bank, such request may be made without charge.

## **35 Termination**

**35.1** The Card Services offered by the Bank under these Master Credit Card Conditions are offered at the Bank's sole and absolute discretion and may be discontinued, in whole or in part, temporarily or permanently at any time, for any reason. The Bank shall give the Cardholder reasonable notice of any such closure, suspension or termination. Where permitted by applicable law, the Bank shall endeavour to provide its reasons for any such closure or discontinuation.

**35.2** Subject to Clause 27 (*Death, Loss of Legal Capacity or Insolvency*) and provided there are no outstanding Liabilities due to the Bank, the Cardholder may request the termination of the Card Services offered under these Master Credit Card Conditions at any time by giving the Bank prior notice. Unless expressly agreed to the contrary, the Cardholder must provide the Bank with at least forty five (45) days' prior notice of closure or termination.

**35.3** Each of the following shall constitute an event of default in respect of any Card (an "**Event of Default**"):

**35.3.1** the Cardholder fails to make payment on the due date of any amount due and payable under these Master Credit Card Conditions or any Additional Conditions;

**35.3.2** the Cardholder breaches or threatens to breach any covenant, undertaking, term, condition or provision under these Master Credit Card Conditions or any Additional Conditions and fails to remedy any such breach or threat of breach within the time period stipulated by the Bank;

**35.3.3** any Guarantor breaches or threatens to breach any covenant, undertaking, term, condition or provision under a guarantee granted in favour of the Bank in connection with these Master Credit Card Conditions or any Additional Conditions and fails to remedy any such breach or threat of breach within the time period stipulated by the Bank;

**35.3.4** the Cardholder or any Guarantor is declared bankrupt, insolvent or liquidated;

**35.3.5** the Cardholder or any Guarantor commits an act which constitutes grounds for an application for the Cardholder's or any Guarantor's bankruptcy or enters into a composition or arrangement with, or makes a general assignment for the benefit of, the Cardholder's or such Guarantor's creditors;

**35.3.6** the Cardholder or any Guarantor loses residency status in the UAE;

**35.3.7** the Cardholder or any Guarantor fails to pay on the due date any amount payable by the Cardholder or such Guarantor under any other agreement, facility or arrangement with the Bank or with any other creditor;

**35.3.8** an attachment order is issued against any property or assets of the Cardholder or any Guarantor;

**35.3.9** legal proceedings, suits or actions of any kind whatsoever (civil or criminal) are instituted against the Cardholder or any Guarantor;



- 35.3.10** the Cardholder or any Guarantor becomes unemployed, dies, loses legal capacity or loses their primary source of income;
  - 35.3.11** any security interest entered into in connection with these Master Credit Card Conditions or any Additional Conditions is compromised, not in full force and effect or does not create in favour of the Bank the security interest it is expressed to create with the ranking and priority it is expressed to have;
  - 35.3.12** any event or series of events occurs which, in the opinion of the Bank, may affect or prejudice the Cardholder's or any Guarantor's ability or willingness to comply with their respective obligations under these Master Credit Card Conditions or any Additional Conditions; and
  - 35.3.13** it becomes unlawful for the Cardholder or any Guarantor to perform or comply with their respective obligations under these Master Credit Card Conditions or any Additional Conditions.
- 35.4** On and at any time after the occurrence of an Event of Default or upon termination of the Card Services with notice in accordance with Clause 35.1 or Clause 35.2, the Bank has the right to:
- 35.4.1** require the immediate settlement of all or any part of the Cardholder's Liabilities that remain outstanding;
  - 35.4.2** immediately enforce any collateral or security provided to the Bank and exercise any of its rights in respect of such collateral or security;
  - 35.4.3** retain any assets of the Cardholder in the Bank's possession until the Bank is satisfied that all of the Cardholder's Liabilities due to the Bank are (or will be) irrevocably and unconditionally discharged; and/or
  - 35.4.4** in the case of an Event of Default, discontinue the provision of the Card Services with immediate effect,
- in each case, without resorting to any further formal action, whether legal or otherwise.
- 35.5** On and at any time after the occurrence of an Event of Default or upon termination of the Card Services with notice in accordance with Clause 35.1 or Clause 35.2, the Cardholder must:
- 35.5.1** cancel all payments into and out of the Card Account; and
  - 35.5.2** destroy any Cards.
- 35.6** Termination of the Card Services (whether with notice or following an Event of Default) shall be without prejudice to any of the Bank's accrued rights prior to the date of termination.
- 35.7** Any provisions in these Master Credit Card Conditions relating to or containing disclaimers, limitations on liability, indemnities, disclosure of information, rights of retention and security over any assets, set-off and tax shall survive the termination of these Master Credit Card Conditions (whether with notice or following an Event of Default).
- 35.8** The Bank shall not be required to refund any annual membership fee upon the termination of the Card Services (whether with notice or following an Event of Default).

**35.9** If the Cardholder holds more than one Card Account with the Bank and any of those Card Accounts are terminated (whether with notice or following an Event of Default), then the Bank may, in its absolute discretion, combine or consolidate that terminated Card Account with any other Card Account held by the Cardholder with the Bank, notwithstanding that the currency of those Card Accounts may be different. The Cardholder hereby authorises the Bank to combine or consolidate any such Card Accounts at the Bank's prevailing exchange rates, which shall be determined by the Bank in its absolute discretion.

## **36 Miscellaneous**

**36.1** The Cardholder authorises the Bank to engage in all internationally accepted banking practices to provide the Card Services.

**36.2** The Cardholder agrees that the invalidity, illegality or unenforceability of any part of these Master Credit Card Conditions or any Additional Conditions under any law of a particular jurisdiction shall not prejudice or affect:

**36.2.1** the validity, legality or enforceability of any other provisions of these Master Credit Card Conditions or any Additional Conditions; or

**36.2.2** the validity, legality or enforceability of the Master Credit Card Conditions or any Additional Conditions under the laws of any other jurisdiction.

**36.3** The Cardholder agrees that the Bank shall have the right to assign and transfer any of its rights and obligations under these Master Credit Card Conditions or any Additional Conditions to any party without the need to obtain prior consent from the Cardholder. The Cardholder has no right to assign any of the Cardholder's rights and obligations under these Master Credit Card Conditions or any Additional Conditions without the Bank's prior written consent.

**36.4** Each of the Bank's rights and remedies provided in these Master Credit Card Conditions and any Additional Conditions are cumulative and not exclusive of any rights or remedies provided by law. Nothing in these Master Credit Card Conditions or any Additional Conditions shall operate to remove, exclude or restrict any of the rights or remedies which the Bank may have at law. Any delay or omission on the part of the Bank in exercising or enforcing (whether wholly or in part) any right or remedy available to the Bank shall not be construed as a waiver of such right or remedy. No single or partial exercise of any right or remedy shall prevent any further or other exercise of any other right or remedy.

**36.5** These Master Credit Card Conditions and any Additional Conditions, and the rights created under them, may not be waived except in writing signed by the Cardholder and the Bank and such waiver is only effective for the purpose for which it is given.

**36.6** The Cardholder agrees that the Bank's records (whether in paper, electronic, data or other form) of a communication, report, statement or transaction are conclusive evidence of their contents or the Bank's receipt or non-receipt of them, and any certificate issued, or decision made, by the Bank about a matter or an amount payable in connection with these Master Credit Card Conditions or any Additional Conditions is conclusive and binding.

**36.7** If there is any dispute in connection with the content of the Bank's records, the Bank's decision is conclusive and binding.

## **37 Governing Law and Jurisdiction**

**37.1** These Master Credit Card Conditions, including any non-contractual obligations arising out of or in connection with them, shall be governed by the laws of the UAE.

**37.2** The Bank and the Cardholder agree to the exclusive jurisdiction of the Small Claims Tribunal of the Dubai International Finance Centre Courts to settle any dispute arising out of or in connection with these Master Credit Card Conditions, any Card Account, any Card Service or other transaction or matter between the Bank and the Cardholder provided that the Bank may bring proceedings in any other jurisdiction (inside or outside the UAE and including, without limitation, the Abu Dhabi Global Market) if it deems appropriate.

**37.3** The Cardholder irrevocably submits to the jurisdiction of the Small Claims Tribunal of the Dubai International Finance Centre Courts or, if applicable, the Small Claims Division of the Abu Dhabi Global Market Courts and waives any objection the Cardholder may have to any dispute being heard in the Small Claims Tribunal of the Dubai International Finance Centre Courts or, if applicable, the Small Claims Division of the Abu Dhabi Global Market Courts on the grounds that it is an inconvenient forum (*forum non conveniens*).

**37.4** The Cardholder irrevocably waives all immunity (whether on the grounds of sovereignty or otherwise) that the Cardholder or any of the Cardholder's assets or revenue may otherwise have in any jurisdiction from:

**37.4.1** the service of any process against the Cardholder or the Cardholder's assets;

**37.4.2** any proceedings (whether for an injunction, specific performance, damages or otherwise) that the Bank may bring against the Cardholder or the Cardholder's assets;

**37.4.3** any attachment of the Cardholder's assets (whether before or after judgment); and

**37.4.4** any execution of a judgment against the Cardholder,

and, in each case, shall ensure that neither the Cardholder nor any person acting on the Cardholder's behalf will raise, claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.

## Glossary

Additional Conditions:	Any additional or supplementary terms and conditions specified by the Bank in relation to different types of Cards.
ATM:	An automated teller machine or any card operated machine or device (whether belonging to the Bank or another bank or financial institution) that accepts a Card.
Balance Transfer:	The transfer of all or part of the balance outstanding on a credit card held by the Cardholder with another bank or financial institution in the UAE to the Card Account in accordance with these Master Credit Card Conditions.
Benefits:	The benefits that the Cardholder may enjoy with each Card Service such as a loyalty or rewards program.
Business Day:	Any working day in the UAE on which the Bank is open for business.
Card:	A credit card issued by the Bank to the Cardholder and includes any renewed or replacement credit card.
Card Account:	The credit card account opened by the Bank for the purpose of entering all credits received and all debits incurred by the Cardholder in connection with a Card.
Card Service:	Any product or other service offered by the Bank to the Cardholder at any time under these Master Credit Card Conditions.
Card Transaction:	The purchase of goods or services using the Card.
Cash Advance:	A cash amount obtained by the Cardholder and debited from the Card Account in accordance with these Master Credit Card Conditions.
Closing Balance:	The amount outstanding on the Card Account as at the last day of the relevant billing cycle.
Co-Branded Card:	A Card issued by the Bank in conjunction with a Co-Brand Partner.
Co-Brand Partner:	A person with whom the Bank has partnered to make available a Co-Branded Card.
Confidential Information:	<p>All information relating to the Cardholder that is, as a matter of law or contract, confidential in nature provided that notwithstanding anything to the contrary in any other document, any information that:</p> <ul style="list-style-type: none"> <li>(a) is publicly available at the time it is provided or subsequently becomes publicly available other than as a result of a breach of a duty of confidentiality by the Bank;</li> <li>(b) was known to the Bank (without an obligation of confidentiality to the Cardholder) before its disclosure by the Cardholder;</li> <li>(c) is independently developed by the Bank without recourse to information disclosed to it by the Cardholder; or</li> </ul>

(d) is rightfully obtained on a non-confidential basis from a person other than the Cardholder, provided that the person is not known by the Bank to be bound by an obligation of confidentiality in relation to that information,

shall not be considered “Confidential Information” for the purposes of these Master Credit Card Conditions and will therefore not be subject to any duty of confidentiality.

Credit Limit:	The maximum debit balance permitted by the Bank in relation to the Card Account.
Delegate:	Any agent, adviser, banker, broker, correspondent, dealer, nominee, market professional, contractor, vendor (including its subcontractors), custodian or other third party that the Bank may appoint to provide a Card Service, or facilitate the provision by the Bank of a Card Service, to the Cardholder directly or indirectly, or to remain competitive.
Electronic Banking Services:	The services made available over the telephone or a mobile phone, through the Bank’s websites or through mobile banking applications which allow the Cardholder to access certain Card Services offered by the Bank through electronic means.
Emirates Integrated Registries Company:	The Emirates Integrated Registries Company established pursuant to UAE Federal Law No. (4) of 2020 or any successor.
Etihad Credit Bureau:	Al Etihad Credit Bureau established pursuant to UAE Federal Law No. (6) of 2010 or any successor.
Event of Default:	Has the meaning given to that term in Clause 35.3.
FAB Group:	The Bank, its branches, any subsidiary or other person controlled by the Bank, or any person under common control with the Bank, in each case, whether directly or indirectly and whether inside or outside the UAE.
Guarantor:	A guarantor of the Cardholder’s Liabilities.
Instalment Plan:	Any arrangement where payment of an amount debited from a Card Account in respect of a specific Card Transaction, Money Transfer or Balance Transfer may be payable in instalments.
Late Payment Fee:	The fee calculated in accordance with the Schedule of Charges and debited from the Card Account if the Minimum Amount is not received by the Payment Date.
Liabilities:	All present and future indebtedness, liabilities and obligations (including (without limitation) any obligations owed by the Cardholder in connection with Clause 23 ( <i>Rates, Fees and Costs</i> ) and Clause 33 ( <i>Indemnity and Limitation of Liability</i> )) at any time owed by the Cardholder to the Bank, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity including all interest and charges incurred thereon.

Minimum Amount:	The portion of the relevant Closing Balance that the Cardholder must pay by the relevant Payment Date to avoid paying a Late Payment Fee.
Money Transfer:	Funds debited from the Card Account and transferred to a beneficiary specified by the Cardholder.
Payment Date:	The payment due date specified in the relevant account statement.
Personal Data:	Any information relating to an identified or identifiable natural person. For the purposes of this definition, an “identifiable natural person” is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, or to one or more factors specific to the biological, physical, biometric, genetic, mental, economic, cultural or social identity of that natural person.
Privacy Statement:	The Bank’s privacy policy statement, as amended from time to time and which can be found [here [ <a href="#">Privacy Policy   First Abu Dhabi Bank (FAB) - UAE (bankfab.com)</a> ]].
Request:	Any standard application or request form (in any format and sent or received through any channel acceptable to the Bank) for subscribing to a particular Card Service or giving an instruction in the form prescribed by the Bank from time to time.
Schedule of Charges:	The Bank’s schedule of fees and charges or tariff board for Card Services as applicable from time to time and made available to the Cardholder.
Security Code:	Any unique identification number (whether relating to a Card or otherwise) password, security information, biometric data, personal identification number or answer to a designated security question, in each case, whether generated by the Bank or selected by the Cardholder.
Standing Instruction:	An instruction given by the Cardholder to the Bank to make regular payments to a beneficiary approved by the Bank.
Sub-Limit:	A sub-limit within the Credit Limit which is the maximum debit balance permitted by the Bank to be incurred in respect of a specific Card.
UAE:	The United Arab Emirates.
Central Bank of the UAE:	The Central Bank of the UAE organised under UAE Federal Law No. (14) of 2018 Regarding the Central Bank & Organisation of Financial Institutions and Activities, or any successor.

## Interpretation

Unless a contrary indication appears, any reference in these Master Credit Card Conditions to:

- (a) “**assets**” includes present and future properties, revenues and rights of every description;

- (b) the “**Bank**” or the “**Cardholder**” shall be construed so as to include their respective successors in title (including, without limitation, successors by merger or by operation of law), permitted assigns and permitted transferees;
- (c) a “**communication**” to be made or delivered in connection with a Card Service shall be construed so as to include an instruction, direction, notice, demand, document or other information to be made or delivered in connection with such Card Service;
- (d) a “**document**” is a reference to the same as amended, varied, supplemented, replaced or restated in any manner from time to time, in each case as interpreted by the Bank;
- (e) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, joint venture, consortium, partnership, sole proprietor or other entity (whether or not having a separate legal personality);
- (f) a “**regulation**” includes any regulation, rule, official directive, requirement, standards or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (g) a provision of “**law**” is a reference to any applicable local or foreign law, regulation, ordinance, decree or treaty as amended or re-enacted;
- (h) the Bank being required to make a decision or determination, take any action, express an opinion, satisfy itself, or exercise a right or remedy shall be a reference to any such action being taken by the Bank in its sole and absolute discretion; and
- (i) a time of day is a reference to Abu Dhabi time.