

Definitions

Application means any application made by a Primary Cardholder (and each Supplementary Cardholder (if any)) through submission of an application in the format as prescribed by the Bank for issuance of the Card(s) and/or for any facility (ies) and/or service(s) offered by the Bank, from time to time.

Amount Outstanding means, at any time, the total debit balance outstanding on the Card Account and payable by the Primary Cardholder to the Bank, or the total credit balance stated in the Card Account, as the case may be, according to the Bank's records at such date including, all Charges and Liabilities.

Association(s) means Visa Association and/or MasterCard Association or both as the case may be.

ATM means Automated Teller Machine(s) or any card-operated machine(s) or device whether belonging to the Bank or other participating banks or financial institutions or concerns or to the Visa or MasterCard global ATM network, or the affiliated networks thereof, as the case may be, which accepts a Card for Card Transaction(s).

Bank means HSBC Bank Middle East Limited

Banking Service means customer/banking services provided through the call center(s) managed and operated by the Bank including but not limited to the receipt of Instructions and provision of services related to a Card and other consumer banking services made available by the Bank to a Cardholder.

Billing Currency means Dirham

Card means, in relation to a Cardholder, each Primary Card or Supplementary Card issued by the Bank, from time to time, to the Cardholder and shall include any subsequently issued, renewal or replacement Cards, if any, unless the context otherwise requires.

Card Account means the Card account, which is opened by the Bank for the purpose of entering debits and/or charges incurred by or for the account of, and credits received by or for, a Primary Cardholder under these Terms & Conditions and includes, without limitation, all debits incurred resulting from any Cash Advances and/or Charges and/or Liabilities arising out of or in connection with any Card Transaction or otherwise.

Card Transaction means any Cash Advance made available by the Bank or the amount charged (or otherwise debited to the Card) by the Bank or any Merchant for any goods, service, benefits or reservation (including but not limited to any reservation for accommodation or transportation, whether or not utilized by the Cardholder) by or through the use of a Card or the Card numbers or the PIN or in any other manner by a Cardholder, including but not limited to mail, telephone or facsimile, e-mail, electronic message or through any other means of communication, order or reservation, authorized by a Cardholder or purported to have been so authorized, regardless of whether a sales or Cash Advance or other voucher or form is signed by a Cardholder.

Cardholder means, in relation to a Card, the person or entity for whose use the Card was issued by the Bank and includes the Primary Cardholder and any Supplementary Cardholder.

Cash Advance means any amount of money in any currency made available to a Cardholder by the Bank or any participating bank or financial institution either directly or through an ATM.

Charges and Liabilities means all amounts payable by a Cardholder to the Bank arising out of the use of a Card, including but not limited to all amounts payable in respect of Card Transactions, Cash Advance fees, Association fees for settling Card Transactions on a Cardholders behalf, other fees or charges whether payable under the Schedule of Services and Tariffs or otherwise, costs relating to related foreign exchange transactions, any costs, losses, damages or expenses (including legal costs and disbursements) incurred, suffered or sustained by the Bank arising from or relating to the issue or use of a Card or these Terms & Conditions.

Credit Limit means the maximum debit balance permitted by the Bank in the Card Account for the applicable Card(s), if any, and notified by the Bank to the Primary Cardholder from time to time.

Dirham means the lawful currency of the United Arab Emirates.

Expiry Date means, in relation to a Card, the date of expiry specified by the Bank on the Card.

Instruction means any request, notice, demand, instruction or other communication made by a Cardholder through, including but not limited to, submission of such request or instruction in the format as prescribed by the Bank, facsimile message, telephone call, e-mail, electronic message sent via cellular telephone, verbal instruction and/or any other means of communication in respect of any facility(ies) and/or service(s) offered by the Bank, from time to time.

Merchant means any person or other entity supplying goods and/or services and/or other benefits who accepts the Card or the Card numbers as a means of payment or reservation by the Cardholder.

Minimum Payment Amount means either 5% of the Amount Outstanding or a minimum payment amount which the Bank may, at its discretion, specify in the applicable Card Statement of Account, plus the Minimum Payment Amount of any previous Card Statement of Account unpaid by the Cardholder and any excess debit balance over the Credit Limit in the Card Account.

Month means calendar month.

Payment Due Date means the date specified in a Card Statement of Account by which date payment of the Minimum Payment Amount or any greater part of the Amount Outstanding is to be made to the Bank.

PIN means the Personal Identification Number issued to or selected by a Cardholder to enable the Cardholder to issue Instructions to the Bank, to obtain a Cash Advance or other services from an ATM or to conduct transaction(s) through the Bank and/or avail other services/facilities.

Primary Card means the Card issued to the Primary Cardholder.

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

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

Card Statement of Account means the Bank's monthly or other periodic Card Statement of account sent to the Primary Cardholder showing particulars of the Amount Outstanding as at the date the statement was prepared, the Minimum Payment Amount due on the Card Account and where applicable, equal monthly installment(s) payable to the Bank on Payment Due Date and brief particulars of Charges and other Liabilities, as the case may be.

Supplementary Card means a Card which is supplementary to the Primary Card issued to a Supplementary Cardholder. **Supplementary Cardholder** means each person who is issued a Supplementary Card on the request of the Primary Cardholder.

UAE means the United Arab Emirates.

Validity Date means the validity date specified by the Bank on the Card.

In these Terms & Conditions unless the context otherwise requires:

- i. Words importing only the singular number shall include the plural number and vice versa.
- ii. Any reference to a Cardholder includes where the context permits any or all heirs, executors, administrators and successors-in-interest.
- iii. Any reference to the Terms & Conditions means these Terms & Conditions as amended, supplemented or replaced from time to time.
- iv. The headings to the clauses herein shall not be taken into consideration in the interpretation or construction of these Terms & Conditions.

Important: Before you use any Card, you must read carefully these Terms & Conditions. By signing and/or using the Card and/or signing any acknowledgement of receipt of a Card each Cardholder will be deemed to have accepted these Terms & Conditions and will be bound by them.

Each Card is issued by the Bank in the United Arab Emirates and the Bank may be contacted as specified below:

P.O. Box 500368, Dubai, UAE.
Tel: Toll-free within UAE (24 hours) 800 4792
From outside UAE (call collect) +971 4 2288007

2. Issuing of Credit Card

2.1 The Application shall be an offer by the Primary Cardholder that the Bank may, in its sole discretion, accept and such offer and acceptance shall be subject to these Terms & Conditions.

2.2 Following acceptance by the Bank, the Card(s) may be collected by the Primary Cardholder or sent by courier to the Primary Cardholder's billing address as notified to the Bank and at the Primary Cardholders sole risk. All renewed and replaced Cards thereafter will be sent by courier to the Primary Cardholder's last known billing address, at the sole risk of the Cardholder.

2.3 Each Card will remain valid until its Expiry Date unless cancelled earlier in accordance with these Terms & Conditions.

2.4 On receipt of the Card, the relevant Cardholder shall immediately sign on the signature space on the Card and his or her retention or use of the Card, shall be deemed to be confirmation of the Primary Cardholder's acceptance of these Terms & Conditions. However, a Cardholder may immediately cancel the Card by cutting it through its magnetic strip and returning it to the Bank if he or she does not agree to any of the Terms & Conditions.

2.5 Prior to commencing any Card Transaction the Cardholder may be required by the Bank, in its absolute discretion, to activate the use of the Card by telephone or in such other manner as the Bank may, from time to time, specify.

2.6 The Bank will maintain a Card Account in the name of the Primary Cardholder in respect of the Card(s) to which the value of any Card Transactions and Charges and Liabilities arising in respect of the Card(s) under these Terms & Conditions shall be charged. A Card Statement of Account will be sent to the Primary Cardholder at his/her last known address on a monthly basis (or at such other intervals as may be determined by the Bank from time to time at its discretion) and any such Card Statement of Account shall be deemed to have been received by the Primary Cardholder 4 days after dispatch by the Bank.

2.7 The Bank may issue Supplementary Card(s) to any person nominated as a Supplementary Cardholder by the Primary Cardholder in the Application.

2.8 These Terms & Conditions shall apply to the use of any Supplementary Card(s) and the Primary Cardholder agrees to ensure that each Supplementary Cardholder reads and understands the Terms & Conditions and Schedule of Services and Tariffs and amendments thereto made from time to time.

2.9 The Primary Cardholder and the Supplementary Cardholder will be jointly and severally liable for the Card Transactions arising from the use of the Supplementary Card by the Supplementary Cardholder together with all Charges and Liabilities arising from the use of the Supplementary Card.

2.10 The Supplementary Cardholder is not permitted the use the Card in an ATM to operate the Nominated Account referred to in clause 4.4 below, unless the Supplementary Cardholder is an authorised signatory on the Nominated Account. The Primary Cardholder and the Supplementary Cardholder will be jointly and severally liable for all Card Transactions effected by any Supplementary Cardholder using their Supplementary Card.

3. Use of Credit Card

3.1 A Card is not transferable and no person other than the Cardholder named on the relevant Card is permitted to use the Card for Card Transactions, identification or for any other purpose whatsoever. A Cardholder shall not use the Card before the Validity Date or after the Expiry Date.

3.2 A Cardholder shall not permit any other person to use the Card and will at all times safeguard the Card and any PIN issued in respect of such Card, and keep it under his/her personal control.

3.3 The Primary Cardholder shall be responsible for the safe custody of each Card and shall ensure the same in respect of each Supplementary Card. Any loss or theft of a Card or handing over a Card to an unauthorized person in any manner shall be the responsibility of the Primary Cardholder (and any relevant Supplementary Cardholder) under these Terms & Conditions and the Primary Cardholder and relevant Supplementary Cardholder shall be responsible to pay for all Card Transactions, Charges and Liabilities incurred due to any such loss, theft or unauthorized use of the Card except when the Primary Cardholder and/or Supplementary Cardholder has duly notified the Bank immediately after loss, theft or handing over of the Card to an unauthorized person and as a consequence the Card Account is closed or otherwise blocked by the Bank.

3.4 The Primary Cardholder and each relevant Supplementary Cardholder agree that the Card may only be used by the relevant Cardholder for Card Transactions and other facilities, benefits and services made available or approved by the Bank from time to time.

3.5 The Cardholder agrees to not exceed the Credit Limit applicable to the Card at any time. The Bank shall be entitled, at any time at its discretion and with or without notice to the Cardholder, to authorize a Card Transaction which shall cause the Credit Limit to be exceeded. If the Credit Limit for a Card is exceeded then, and without prejudice to the Bank's rights and remedies, the Primary Cardholder (and, if relevant, the Supplementary Cardholder) shall make immediate payment of the excess over the Credit Limit. Notwithstanding that the Cardholder's Credit Limit has not been exhausted, the Bank in its absolute discretion shall have the right, at any time and without notice and without giving any reason and without liability to any Cardholder, to withdraw or restrict any Cardholder's right to use a Card or a Card Account, to refuse to authorize any Card Transaction, to increase or decrease the Credit Limit or modify or terminate any of the facilities and benefits made available to a Cardholder. Such action may be taken by the Bank in respect of all Cardholders generally or only a specific Cardholder notwithstanding that the Cardholder may not be in default of these Terms & Conditions.

3.6 Each Cardholder shall notify the Bank of any change or proposed change in any particulars stated in the Application or other information provided to the Bank and agrees to provide any other information, documents or particulars if requested by the Bank at any time and the Cardholder shall immediately notify the Bank of the occurrence or proposed occurrence of any event that may be relevant to these Terms & Conditions including but not limited to:

- a) the Cardholder's intention to permanently reside outside UAE;
- b) any change in the Cardholder's particulars or other information as stated in the Application or any other information or particulars notified to the Bank from time to time, including any change in the Cardholder's residential or office address, contact telephone numbers or in his or her employment or position, as the case may be.

3.7 a) The Cardholder shall not use the Card or allow any third party to use the Card for any purpose or transaction prohibited by law, public policy or otherwise (including, without limitation, gambling) and the Bank in its sole discretion may decline any such transactions (including those carried out through the internet or other electronic means).

b) In the event that the Cardholder uses the Card or allows any third party to use the Card for any purpose or transaction prohibited by law or otherwise as prohibited in clause 3.6 (a) above then the Cardholder or the third party, as the case may be, who used the Card for any purpose or transaction prohibited by law or otherwise shall be exclusively responsible and liable under the law for using the Card for any such purpose or transaction. The Bank shall have no liability or responsibility of whatsoever nature and howsoever arising on account of the Card being used for a purpose or transaction prohibited by law or otherwise. In the event that the Bank incurs or sustains any cost, loss, damage or expense as a result of either the Card being used for any purpose or transaction prohibited by law or otherwise then the Primary Cardholder (and, if relevant, the Supplementary Cardholder) shall immediately reimburse the Bank for the full amount of the aforesaid loss, damage or expense. Furthermore, the Bank may, forthwith without notice and without liability to any Cardholder, terminate membership of the Primary Cardholder provided the Cardholder shall immediately following such cancellation pay the Amount Outstanding in respect of the cancelled Cards to the Bank.

c) The Cardholder shall not use the Card in a transaction prohibited by Shariah as advised by HSBC Amanah Shariah Committee or for any unlawful purposes.

3.8 The Bank shall have the right to refuse to authorize any Card Transaction without assigning any reason therefore. Further, the Bank shall be entitled to stop providing services and facilities to a Cardholder in any city or country including any country(ies) against which the economic sanctions are or may be imposed by any governmental or other international body or organization. It shall be the Cardholder's responsibility to inform the Bank prior to undertaking any foreign travel to check whether the Bank is providing services related to the Card in the particular country(ies) that he or she intends to visit.

4. Operating your Card Account

4.1 The Primary Cardholder and, if relevant, the Supplementary Cardholder, will be responsible for all credit or other facilities granted by the Bank in respect of the Card and for all Charges and Liabilities, notwithstanding the cancellation of the Card.

4.2 The Cardholder must sign a sales or Cash Advance receipt or mail order coupon whenever the Card is used by the Cardholder and should preserve a copy of the same. Copies of the sales or Cash Advance receipts may be provided to the Cardholder on its written request at the sole discretion of the Bank subject to an additional charge being paid to the Bank. Provision of copies of sales or Cash Advance receipts may take a minimum of 45 days subsequent to the Cardholder's written request to the Bank. The Cardholder's failure to sign any sales or Cash Advance receipt or mail order coupon will not relieve the Cardholder from liability to the Bank in respect thereof.

4.3 The value of all Card Transactions will be charged to the Card Account in Billing Currency. Card Transactions which are effected in currencies other than the Billing Currency will be debited to the Card Account after conversion into the Billing Currency at the prevailing spot rate of exchange of the Bank from time to time. The Cardholder shall pay to the Bank any fee(s) and charge(s) levied by the Association(s) from time to time including but not limited to those related to cross border Card Transaction(s). Each Cardholder waives any and all rights to dispute or question any rate of exchange so applied by the Bank.

4.4 If the Cardholder is authorised by the Bank to use the Card at an ATM belonging to the Bank or any member or associate member of the HSBC Group of companies or any member bank of an Association, or any other ATM as advised to the Cardholder from time to time, the following additional Terms & Conditions shall apply:

- a) The Primary Cardholder (and, if relevant, the Supplementary Cardholder), shall accept full responsibility for all Card Transactions processed by the use of the Card at any ATM that accepts it and hereby authorizes the Bank to debit the Primary Cardholder's current or savings account as specified in the Application (the "**Nominated Account**") or the Card Account with the amount of any withdrawal or transfer effected by the use of the Card with or without the Primary Cardholder's knowledge or authority.
- b) The Bank's record of transactions processed by the use of a Card at an ATM shall be conclusive and binding for all purposes.
- c) A Cardholder shall not be entitled to overdraw the Nominated Account or exceed the Credit Limit of the Card Account with the Bank.
- d) The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of the Card or ATM howsoever arising (including, without limitation, from a Cardholder's mistake or the temporary insufficiency of funds in an ATM).
- e) Any cheque deposited at an ATM shall only be credited to the Nominated Account or Card Account after clearing by the Bank (which shall be conclusive and binding as against each relevant Cardholder) and any statement issued on making a deposit shall only represent what the Cardholder purports to have deposited and shall in no way bind the Bank.
- f) Any cash deposit at an ATM shall only be regarded as having been received by the Bank upon verification and crediting the same to the Nominated Account or Card Account.

4.5 The Bank shall not be liable for the refusal of any Merchant to accept or honour the Card, nor shall the Bank be responsible in any way for the goods or services supplied to the Cardholder. Any complaint by a Cardholder must be resolved by the Cardholder with the Merchant directly and the Bank shall have no responsibility in this relation to any such complaint. No claim by a Cardholder against a Merchant may be the subject of a claim against the Bank. The Bank will credit the Cardholder's Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from a Merchant.

4.6 The Cardholder may, from time to time, be covered in respect of certain risks by an insurance policy taken by the Bank for the benefit of the Cardholders. The Cardholder specifically acknowledges that the Bank will have no responsibility in respect of such insurance and that the relevant insurance company will be solely liable in respect of any claim made by the Cardholder in respect of any cover provided and the Cardholder will not hold the Bank responsible for any amounts payable in respect of such insurance policy or for the processing of claims or any other matter relating to such insurance policy or the actions or conduct of the insurance company.

4.7 A Cardholder shall not be entitled to the benefit of any insurance policy while in breach of any part of these Terms & Conditions, nor in respect of any claim received by the Bank after the cancellation of the Card.

5. Air Miles

5.1. Definitions

The following additional terms shall have the following meaning in this clause 5:

Air Miles means the value expressed in the form of units credited to the Air Miles activity statement issued by the Company at the rate specified in clause 5.3.1 and available for redemption in accordance with clause 5.4.

Air Miles Terms & Conditions means the Terms & Conditions issued by the Company and in force from time to time which govern the award redemption of Air Miles.

Company means Rewards Management Middle East Free Zone LLC.

Eligible Transaction means a Card Transaction which the Company and the Bank shall from time to time agree are eligible for the award of Air Miles.

Start Date means the date to be agreed by the Company and the Bank and to be announced by the Company.

5.2 Eligibility

5.2.1 The following persons shall be eligible to earn Air Miles:

- a) Cardholders of personal Cards issued by the Bank in the UAE.
- b) Such other persons as the Company and the Bank may from time to time agree.

5.2.2 The following persons shall not be eligible for Air Miles:

- a) Cardholders who hold private label cards issued by the Bank (e.g. issued in conjunction with retail outlets, airlines etc).
- b) Any Cardholder of a personal Credit Card with any payment overdue or who is otherwise in breach of the Card Terms and Conditions

5.3 Award of Air Miles

5.3.1 Following the Start Date, Air Miles shall be credited at such rate as the Bank and Company may decide from time to time. The current rate is one Air Mile for each AED 2 (two Dirham) debited to the Card Account in relation to Eligible Transactions completed after the Start Date, rounded in accordance with the Bank's procedures. Air Miles will be earned when the Card transaction takes place. Air Miles will be credited by the Bank to the Cardholder's account with the Company on a monthly basis when the Statement is sent to the Cardholder. If the Cardholder is in breach of his payment obligations then the Bank may suspend the credit of the Air Miles until the Cardholder has remedied the breach.

5.3.2 Eligible Transactions shall include:

- a) The amount debited to the Card Account, expressed in Dirham where the purchase is in another currency, and calculated at the Bank's then prevailing rate of exchange, for the purchase of eligible goods and services.
 - b) Utility bill payments.
 - c) Such other transactions as the Company and the Bank may agree to admit for eligibility from time to time.
- 5.3.3 The following transactions will not be eligible for the award of Air Miles:
- a) Cash Advances and Card Transactions carried out through ATMs.
 - b) The purchase of travellers cheques.
 - c) Charges and Liabilities.
 - d) Card repayments.
 - e) Any balance transferred to the Credit Card Account as permissible by Shariah.

5.3.4 Where a Cardholder successfully disputes any transaction for which Air Miles have been awarded, those Air Miles shall be debited from the Card Account. Where the relevant Card Account has been closed, the debited Air Miles may be debited from any other Air Miles held by the Cardholder.

5.3.5 Air Miles accruing for Eligible Transactions by a Supplementary Cardholder shall be credited to the

Primary Cardholder's Air Miles.

5.3.6 The Bank may, at its discretion, determine which transactions or balances are eligible for the purposes of clause 5.3.2 and may, at its discretion, change the types of transactions which are Eligible Transactions.

5.4 Redemption

5.4.1 Air Miles may be redeemed against vouchers and merchandise from time to time contained in the rewards catalogue issued by the Company. The Company may amend the products and services offered in the rewards catalogue without prior notice. Products and services offered are subject to availability.

5.4.2 Air Miles are not transferable to any other person. Where a Cardholder has more than one eligible Card, the Cardholder may aggregate the Air Miles earned in relation to each Card.

5.4.3 Air Miles cannot be exchanged for cash, credit or used for the payment of any fees or charges payable to the Bank.

5.4.4 The Company is solely responsible for the redemption of Air Miles and the Bank has no liability or responsibility to the Cardholder or any other person.

5.4.5 The Bank gives no warranty or guarantee as to the quality, condition or suitability of any goods or services provided on redemption of Air Miles.

5.4.6 The Bank shall not be liable or responsible to the Cardholder or any other person for any loss, damage or claims suffered by them in respect of any goods or services provided in redemption of Air Miles or as a result of any product or service being unavailable.

5.4.7 The Company shall be solely liable to the Cardholder for the redemption of Air Miles and the Bank gives no guarantee and has no liability to any Cardholder or any other person for any failure to redeem Air Miles by the Company or any other person.

5.5 Miscellaneous

5.5.1 The Bank may, by giving notice to Cardholders by such method as it shall decide modify, suspend or withdraw the Air Miles programme.

5.5.2 The Cardholder agrees that the Bank may provide details concerning the Cardholder including details of the value and nature of any Card Transactions completed using a Card to the Company.

5.5.3 The provision of Air Miles and the redemption of Air Miles shall also be subject to the AIR MILES Terms & Conditions. These Terms & Conditions shall apply where there is any inconsistency with the AIR MILES Terms & Conditions.

6. Payment of Utility Bills

6.1 The Bank may at its discretion accept instructions for the payment of utility bills given in any manner the Bank agrees from time to time, including by telephone or facsimile message.

6.2 The Bank may treat any instructions to pay a utility bill given by a person stating that they are the Cardholder as genuine.

6.3 Instructions given for the payment of utility bills should be given at least 3 working days before the due date for payment of those bills.

6.4 The Bank shall take no liability or responsibility for any loss or damage, including any disruption of the provision of services or utilities or reconnection charges, in the event that any utility bill is not paid for any reason.

6.5 All Card Transactions in respect of a utility bill should be for the Cardholder's personal consumption, and no business or trade related transactions should be completed using the Card. The Bank may charge such additional fees and charges as the Bank at its sole discretion decides are necessary to compensate the Bank for any additional loss, cost or expenses incurred as a result of the misuse of the Card for business or trade related transactions. The Bank may debit such additional fees and charges to the Card Account.

6.6 The Bank may, after giving notice in accordance with these Terms & Conditions, or without notice in the case of emergency, vary, suspend or withdraw this service or amend any of the provisions of this clause.

7. Unauthorised Transactions

7.1 The loss or theft of a Card must be reported to the Bank's Card Services Department at the Bank's address appearing at the beginning of these Terms & Conditions immediately upon discovery of such loss or theft. A police report must also be made in respect of the lost or stolen Card and a copy sent to the Bank if

there is suspected misuse. The Cardholder will be responsible for any unauthorized Card Transactions effected before notice of the loss or theft has been received by the Bank's Card Services Department.

7.2 After receipt by the Bank of notification of loss or theft of a Card to the Bank's Card Services Department, the Cardholder will have no further liability provided that the Cardholder has acted in good faith and with all reasonable care and diligence in safeguarding the Card and in promptly reporting its loss or theft to the Bank. The decision as to the bona fides of the Cardholder in this regard will rest with the Bank and the Bank reserves the right to cancel the Primary Card and/or any Supplementary Card(s) relating to such Cardholder. In case the Cardholder recovers the Card, he or she shall report the matter to the Bank and the police and immediately hand over the recovered Card to the Bank's Card Services Department in the UAE, for destruction. The Cardholder must not make any attempt to use the Card following its recovery.

7.3 Notwithstanding anything to the contrary in these Terms & Conditions, the Cardholder will be liable for all costs, losses, expenses or liabilities incurred or sustained by the Bank arising from the use of the Card by any person obtaining possession of it with the Cardholder's consent.

7.4 The Bank may in its absolute discretion agree to issue a replacement Card for any lost or stolen Card which shall be issued subject to these Terms & Conditions. The Bank reserves the right to charge a replacement or handling fee to the Cardholder's Card Account at a rate to be determined by the Bank and notified to the Cardholder.

8. Credit Limit

8.1 The Bank will assign a credit limit to the Card Account which must not be exceeded without prior agreement. The Bank reserves the right to amend the credit limit assigned from time to time, at its discretion.

8.2 If a Cardholder exceeds the assigned credit limit without prior agreement the Bank may at its discretion cancel the Card immediately without notice to the Cardholder and all Amounts Outstanding will thereupon become immediately due and payable.

8.3 A fee will be charged to the Card Account by the Bank if a Cardholder exceeds the assigned Credit Limit, at a rate to be determined by the Bank and notified to the Cardholder from time to time.

9. Fees

9.1 The Cardholder agrees to pay a non-refundable application fee for the Card and for any Supplementary Card(s) at a rate to be determined by the Bank and notified to the Cardholder from time to time.

9.2 The Cardholder agrees to pay an annual renewal fee, if the Cardholder wishes to retain the Card for another year, at a rate to be determined by the Bank and notified to the Cardholder from time to time.

9.3 A handling fee will be charged by the Bank on each Cash Advance or withdrawal and charged to the Cardholder's Card Account, at an amount to be determined by the Bank and notified to the Cardholder from time to time.

9.4 The Cardholder agrees to pay a monthly management fee (the "**Monthly Management Fee**") on the Card and on any Supplementary Card(s) of an amount to be notified to the Cardholder at the time of Application. Any changes in the Monthly Management Fee will be notified to the Cardholder from time to time. If the Cardholder does not want to pay the revised Monthly Management Fee, he or she will have the right to cancel the Card(s) without any penalty after giving the Bank one month notice and payment of all outstanding amounts in respect of the Card(s). The Monthly Management Fee is to be paid to the Bank every month irrespective of usage of the Card.

9.5 In the event the Cardholder exceeds the Credit Limit without the Bank's prior written approval, the Cardholder will pay immediately any unauthorized excess over the Credit Limit together with any costs and expenses in relation thereto.

9.6 If any cheque or other payment order or instruction issued by a Cardholder or any other party to the Bank is not honored for any reason whatsoever in relation to payments made to the Bank in respect of a Card, the Bank shall charge the Cardholder and debit to the Card Account a dishonored payment fee.

Without limiting the foregoing, the following shall be deemed to constitute a dishonored payment:

- a) the Bank receives a cheque, draft or other payment instrument from the Cardholder or any third party which is not honored in full; or
- b) a Cardholder or any third party agrees to make payment to the Bank using direct debit from a bank account and the debit to the relevant account with the Bank or with other financial institution/bank is not honored in full due to insufficient funds in the said account or for any other reason.

The charging of a dishonoured payment fee shall not discharge a Cardholder from any legal liability (whether under civil or criminal laws) in respect of the dishonoured payment or cheque issued by the Cardholder.

9.7 The Bank, in its sole discretion, may award the Primary Cardholder a rebate of the Monthly Management Fee in respect of any period for which a Card Statement of Account is prepared. If given, this rebate may not exceed the Monthly Management Fee paid by the Cardholder. The rebate may be determined based on Credit Limit utilization, conduct in relation to spend or payment behaviour in respect of the Card(s) or any other manner the Bank may, in its sole and absolute discretion, determine. The Bank may, at any time and at its sole discretion, amend or withdraw any rebate offer. A pattern of conduct by the Bank in offering a rebate in relation to any Card Statement of Account or series of Card Statements of Account shall not in any way prejudice the right of the Bank, at any time and at its sole discretion, to amend or withdraw any policy or offer relating to a rebate of the Monthly Management Fee.

10. Payment

10.1 Amanah Card Payments:

- a) The Bank shall, if there is a debit balance in the Card Account, send a Card Statement of Account to the Primary Cardholder at monthly intervals or, if different, at the end of each period specified by the Bank, to the Primary Cardholder's last known billing address or such address as available on records of the Bank.
- b) The Primary Cardholder (and, if relevant, the Supplementary Cardholder(s)) shall pay at least the Minimum Payment Amount (in immediately available funds) as specified in the Card Statement of Account by not later than the Payment Due Date. If payment is made by cheque, the cheque should be deposited with the Bank at least five working days before the Payment Due Date for clearance of the funds by the Payment Due Date.
- c) A Card Statement of Account will be sent to the Cardholder at the end of each period to be determined by the Bank and notified to the Cardholder from time to time, with details of the total amount outstanding on the Card Account, and the amount (if applicable) of any rebate of the Monthly Management Fee awarded to the Primary Cardholder for that period, the Amount Outstanding as at the date the Card Statement of Account was prepared, the Minimum Payment Amount and the Payment Due Date. In the event that the Bank is unable to send the Card Statement of Account for any reason whatsoever or the Card Statement of Account is not received by the Primary Cardholder, the Bank shall not be liable to any Cardholder and the obligations of each Cardholder to the Bank under these Terms & Conditions to the Bank shall not be affected and all Charges and Liabilities payable under these Terms & Conditions shall continue to accrue and for the purpose of calculation and establishment of the date on which payment is due, the Bank may select a date each month as the Payment Due Date. In case of non-receipt of the Card Statement of Account due to whatever reason, the Primary Cardholder is advised to contact the Bank's Card Services Department immediately to check his/her Amount Outstanding, Minimum Payment Amount and Payment Due Date.
- d) If the Cardholder fails to pay any amount, including but not limited to the Amount Outstanding and/or Minimum Payment Amount and/or any Charges, that become due and payable in accordance with these Terms and Conditions, in cleared funds by the Payment Due Date, the Cardholder undertakes to pay a Late Payment Amount (the "**Late Payment Amount**") in accordance with the Schedule of Services and Tariffs. The Cardholder agrees that this Late Payment Amount, net of collection costs (if any), will be donated on behalf of the Cardholder to a charity selected by the Bank and approved by HSBC Amanah Shariah Supervisory Committee.
- e) Where payment is made by cheque the Cardholder should allow 5 business days for the cheque to clear. All cheques received by the Bank will only be credited to the relevant Card Account after clearance.
- f) The Primary Cardholder may issue a direct debit standing instruction in respect of an account of the Primary Cardholder with the Bank (the "**Payment Account**") to settle the Minimum Payment Amount or any larger amount on each Payment Due Date. For direct debit standing instruction the following additional Terms & Conditions shall apply:
 - i. The Primary Cardholder agrees that the Bank reserves the right to determine the priority of any such standing instruction against cheques presented to the Payment Account or any other arrangements made with the Bank.
 - ii. The Cardholder understands that any amendments and cancellations to any such standing instruction

should reach the Bank at least one week before the next Payment Due Date.

g) If any standing instruction, cheque or any other instrument of the Cardholder is not honoured, or there are insufficient cleared funds to meet such payment the Bank at its sole discretion may charge the Cardholder the Late Payment Amount and may process any such standing instruction whenever there are sufficient cleared funds to the credit of the Payment Account or other relevant account after the original date on which such payment was to be made.

h) If the Cardholder disagrees with any of the Charges and Liabilities or other amount shown in the monthly Card Statement of Account, this should be communicated to the Bank within 30 days of the issue date of the Card Statement of Account, failing which the Cardholder shall not be entitled to query the Charges and Liabilities or other amount payable.

10.2 Any payments made by a Cardholder will be applied by the Bank in or towards payment of Cardholder's obligations to the Bank under these Terms & Conditions in such order as the Bank may, in its sole discretion, determine.

10.3 The Cardholder acknowledges that the Bank may exercise its rights under clause 11 in the event that the Cardholder fails to pay the Minimum Payment Amount by the Payment Due Date.

11. Canceling the Card(s)

11.1 The Bank may, at any time, cancel or refuse to renew the Card(s) with or without prior notice to the Cardholder(s) and with or without assigning any reason. The Primary Cardholder may cancel the Cards for which it is responsible at any time by written notice to the Bank accompanied by the return of the Primary Card and all Supplementary Cards. Notwithstanding such cancellation these Terms & Conditions will remain in force until full payment of Card Transactions and all other Amounts Outstanding in respect of the cancelled Card(s) has been received by the Bank.

11.2 The whole of the Amount Outstanding on the Cardholder's Card Account together with any other outstanding amount incurred by the use of the Card and/or Supplementary Card(s) but not already paid or charged to the Cardholder's Card Account shall become immediately due and payable to the Bank on the cancellation of the Cards. Each Cardholder expressly agrees that the Bank shall have the right to retain any funds placed in any of the Cardholders' accounts with the Bank (including, without limitation, any current, savings or term deposit account or deposits held as a security for the issuance of any Card) for a period of up to 45 days after the cancellation of the Card(s) and may, without prior notice to the relevant Cardholder, set-off against any such funds all amounts due from the relevant Cardholder to the Bank. In case of a deceased Cardholder his or her estate will be responsible for settling the Amount Outstanding and any other outstanding balances or other amounts due in respect of Card Transactions or the Card(s) and shall keep the Bank indemnified from all costs, losses charges and expenses incurred in recovering such amounts (including legal fees on a full indemnity basis).

11.3 In the event of a Cardholder's bankruptcy or death the Amount Outstanding and all other outstanding amounts are immediately due and payable and the Cardholder(s) of any Supplementary Card(s) will immediately cease the use of such Card(s) and return it or them to the Bank and pay any Amount Outstanding for which they are liable under these Terms & Conditions.

11.4 Each Card remains the property of the Bank at all times and shall be returned to the Bank upon request.

11.5 Where this Agreement relates to the use of a Supplementary Card, the Primary Cardholder or the Supplementary Cardholder may cancel the Supplementary Card by written notice to the Bank accompanied by the return of the Supplementary Card. Notwithstanding such cancellation these Terms & Conditions will remain in force until full payment of Card Transactions and all other Amounts Outstanding in respect of the Supplementary Card has been received by the Bank.

11.6 If, for any reason, the Cardholder fails to comply with the Terms & Conditions, the Bank may immediately cancel the Cards and proceed to recover all Amounts Outstanding in relation to the cancelled Cards. The Cardholder agrees to indemnify the Bank for all costs, losses, charges and expenses incurred by the Bank in relation to any such failure to comply with the Terms & Conditions and subsequent cancellation of the Cards (including legal fees on a full indemnity basis).

12. Authorisation and indemnity for electronic and other Instructions

12.1 The Cardholder authorises the Bank to rely upon and act in accordance with any Instruction which may from time to time be, or purport to be given by facsimile message, telephone call, e-mail, electronic message sent via cellular telephone, verbal instruction and/or any other means of communication by the Cardholder or on his or her behalf without any enquiry on the Bank's part including, without prejudice to the generality of the foregoing, as to the authority or identity of the person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time of receipt of the Instructions.

12.2 The Bank shall be entitled to treat the Instructions as fully authorised by and binding upon the Cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon the Instructions as the Bank may consider appropriate, whether the Instructions include Instructions to pay money or otherwise to debit or credit any account, or relate to the disposition of any money, securities or documents, or purports to bind the Cardholder to any agreement or other arrangement with the Bank or with any other person or to commit the Cardholder to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the Instructions.

12.3 The Bank is not obliged to accept and act upon any Instructions which it determines in its absolute discretion that it should not accept including, without limitation, any Instructions which are outside the scope of these Terms & Conditions, which might detrimentally affect the relationship between the Bank and a Cardholder or any Merchant or which, for any reason, it is not in the interests of the Bank to act upon.

12.4 In consideration of the Bank acting in accordance with the terms of this clause 12 the Cardholder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the Instructions.

12.5 The terms of this clause 12 shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of cancellation of the Card, save that such cancellation will not release the Cardholder from any liability under this clause 12 in respect of any act performed in accordance with the terms of this clause 12 prior to the expiry of such time.

13. General

13.1 The Bank reserves the right to amend these Terms & Conditions, the Schedule of Services and Tariffs and other fees and charges payable by the Cardholder from time to time, at its sole discretion. Publication of such changes by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder. Use of the Card after the date upon which any amendment to these Terms & Conditions, the Schedule of Services and Tariffs or other fees and charges payable by the Cardholder is to have effect (as may be specified in the Bank's notice) will constitute acceptance, without reservation by the Cardholder, of such amendment.

13.2 The Schedule of Services and Tariffs together with details of any other fees and charges applicable to the Card and its use are available on request at any of the Bank's branches in the UAE or a copy may be obtained directly from the Bank's Card Services Department in the UAE.

13.3 The Bank shall have the right at its absolute discretion to transfer or assign at face value in any manner, in whole or in part, any Cardholder's Amounts Outstanding. The Cardholder hereby authorises the Bank to appoint any third party to act as a collection agent for the Bank for recovery of any Amount Outstanding. The Cardholder agrees to pay all the costs and expenses of collection of any Amount Outstanding (including any legal fees or expenses on a full indemnity basis), should it become necessary to refer the matter to a third party or to bring any legal proceedings to enforce payment.

13.4 Whenever required by the Bank, the Cardholder shall furnish data concerning his or her financial position to the Bank. The Cardholder further authorises the Bank to independently verify the information furnished with any of its bankers, accountant, auditor or other relevant third party. If the data is not furnished when called for, the Bank at its discretion, may refuse renewal of the Card or cancel the Card forthwith.

13.5 Each Cardholder authorises the Bank to disclose information concerning the Cardholder or the

Cardholder's Card Account to such persons as the Bank may see fit, including the UAE Central Bank, any credit bureau, collection agency or other Banks or financial institutions where the Cardholder has failed at any time to pay any Amount Outstanding when due or if otherwise required by law.

13.6 The Cardholder irrevocably agrees that the Bank may at its discretion and for any purpose (including, without limitation, for the purpose of marketing, fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Cardholder or the Card Transactions with any member or associate member of the HSBC Group of Companies or with any governmental or regulatory agency or any 3rd party service provider.

13.7 The Cardholder irrevocably agrees that the Bank may transfer or subcontract the provision of any part, of the services provided to the Cardholder to any third party including to another member of the HSBC Group whether or not that third party operates in a jurisdiction or territory outside of the UAE. The Bank shall remain liable to the Cardholder for any recoverable loss or damage incurred or suffered by the Cardholder as a result of the negligence, breach or default, of any such third party, and will require that any such third party to maintain the confidentiality of any such information to the same extent as the Bank.

13.8 Information about a Cardholders may be processed outside of the UAE.

13.9 Cardholder telephone calls may be recorded and the Bank may but is not required to retain and use any such recordings at its sole discretion.

13.10 The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank may take, and may instruct other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to act in accordance with all laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information, communications or Instructions sent to or by the Customer or on its behalf via the Bank's systems or any other member of the HSBC Group's systems; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential) or damage suffered by any party arising out of:

a) any delay or failure by the Bank or any member of the HSBC Group in performing any of its duties under the Terms & Conditions or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations; or

b) the exercise of any of the Bank's rights under this clause 13.8. In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages and Instructions which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavour to notify the Customer if the existence of such circumstances as soon as is reasonably practicable.

13.11 The Cardholder hereby authorises the Bank to, without notice, combine or consolidate the Amount Outstanding on the Cardholder's Card Account with any other account which the Cardholder maintains with the Bank and set-off or transfer any monies standing to the credit of the Cardholder's other accounts in or towards satisfaction of the Cardholder's obligations to the Bank under these Terms & Conditions.

13.12 These Terms & Conditions supersede any similar agreement with the Bank in connection with the issue or use of the Card(s), such agreement being hereby cancelled.

13.13 The Bank reserves the right at all times to vary or amend the foregoing Terms & Conditions and the Schedule of Services and Tariffs or to introduce new Terms & Conditions and fees and charges. Any such variation, amendment or introduction will become effective and binding on the Cardholder upon notification to the Cardholder by any means the Bank deems fit. If the Cardholder is unwilling to accept any such variations or amendment, the Cardholder must return the Primary Card along with any Supplementary Card(s) to the Bank for cancellation. The Cardholder will indemnify the Bank (notwithstanding any termination of its obligations under these Terms & Conditions) against Card Transactions and any Charges and Liabilities in respect of these Card(s) incurred prior to the return of the Primary Card and any Supplementary Card(s) to the Bank and the payment of all Amounts Outstanding in relation to each Card.

13.14 The Bank shall not be liable for any loss suffered by the Cardholder if the Bank is prevented from or delayed in providing the Cardholder with any banking or other service due to strikes, industrial action, failure of power, supplies or equipment, or causes beyond or outside its control.

13.15 It is the intention of the Bank and the Cardholders that no interest will be paid or received under these Terms and Conditions.

13.16 These Terms & Conditions shall be construed and governed by the laws of the United Arab Emirates provided that such laws do not contradict the Islamic Shariah and any dispute shall be referred to the courts of Dubai.

14. HSBC Flexible Installment Plan ("FIP")

14.1 In this Clause, the following terms shall have the following meanings:

Eligible Purchase means a purchase by the Primary Cardholder or any Supplementary Cardholder of qualifying goods from participating outlets in the UAE (excluding cash advances) of such minimum amount as the Bank may from time to time determine made using a qualifying Card issued in the UAE by HSBC Bank Middle East Limited. The Bank shall determine, at its sole discretion, whether goods or a Card qualifies for the FIP.

FIP Principal Sum means the amount of the Card Transaction in the Billing Currency relating to an Eligible Purchase which the Bank and Cardholder agree shall be converted into a FIP.

FIP Term means the duration of the FIP expressed in the number of calendar months which the Bank in its absolute discretion may determine.

FIP Monthly Payment means the FIP Principal Sum divided by the FIP Term.

FIP Request Form means a written request by the Cardholder to the Bank (in a form approved by the Bank) for a purchase to be treated as an Eligible Purchase for the purposes of the FIP.

Statement Date means the statement generation date which appears on the Card Account Statement.

14.2 To take advantage of the FIP, a Cardholder, after making an Eligible Purchase, must fax a FIP Request Form to the Bank together with a copy of the relevant invoice. The FIP Request Form must be received by the Bank before the next Card Statement date. The Bank may, at its absolute discretion, agree to the Cardholder's request.

14.3 If the Bank is willing to agree to the Cardholder's request, the Bank will convert the relevant Card Transaction into a FIP. Once agreed, the FIP Term cannot be changed. The Card Statement will set out the FIP Monthly Payment due and the remaining balance of the FIP Monthly Payments in respect of each FIP.

14.4 The amount of credit available on the Card Account shall be reduced by the aggregate amount of any FIP Principal Sum(s) outstanding in relation to that Card Account.

14.5 The FIP Monthly Payment will be added to the Amount Outstanding and the Minimum Amount Due on the Card Account and be paid by the Cardholder in accordance with Clause 10 above starting from the Card Statement of Account immediately following the date on which the FIP is agreed and every month thereafter until all FIP Principal Sum(s) have been repaid in full.

14.6 If the Cardholder does not make a payment equal to or more than the Minimum Amount Due on or before the Payment Due Date, for two consecutive billing periods then the Bank may at its sole discretion cancel any outstanding FIPs and the Card and add an amount equal to the aggregate outstanding FIP Principal Sum(s) to the Amount Outstanding which will be payable in accordance with Clause 11.

14.7 If the Cardholder seeks to close the Card Account prior to the end of any outstanding FIP Term, the outstanding FIP Principal Sum(s) will be added to the Amount Outstanding which will be payable in accordance with Clause 11.

14.8 The provisions of Clause 4.5 shall apply to any Eligible Purchases subsequently converted into a FIP.

14.9 The Bank may at any time and without any prior notice or liability to the Cardholder, vary or terminate the FIP. However, any such variation or termination shall not affect FIPs agreed prior to the date of such variation or termination.

15. HSBC Amanah Takaful Cover

15.1 The Cardholder agrees to accept the provision of the HSBC Amanah Takaful Cover to be provided by the Bank on such terms as the Bank may from time to time determine.

15.2 The monthly premium for HSBC Amanah Takaful Cover will be added to the Amount Outstanding and the Minimum Amount Due on the Card Account.

15.3 The Cardholder may cancel the HSBC Amanah Takaful Cover by giving notice to the Bank, such notice shall be effective from the next billing period for the Card. Once cancelled, the HSBC Amanah Takaful Cover cannot be reinstated.

15.4 The Bank may cancel or amend the terms of the HSBC Amanah Takaful Cover or vary the monthly premium by giving notice to the Cardholder.

15.5 The HSBC Amanah Takaful Cover is arranged through HSBC Insurance Brokers Limited. It is subject to Terms and Conditions and exclusions of the policy.

Use of a Card after the date upon which any change to these Terms & Conditions is to have effect (as may be specified in the Bank's notice) will constitute acceptance without reservation by the Cardholder of such change. However, in case of his objection or non-acceptance, the Cardholder has the right to cancel the Card.