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### 1. Introduction

By applying for, and using, the Aafaq Credit Card (as hereinafter defined) you are accepting and agreeing to be bound by the following terms and conditions of this Credit Card Agreement (the "**Agreement**");

In this Agreement:

- 1.1. "you" and "your" mean the Cardholder including the Supplementary Cardholder(s)
- 1.2. Use of the singular shall include the plural and vice versa and any gender includes the other genders and any references to 'person' includes natural person, firms, partnerships, companies, and corporations.
- 1.3. The clause headings are included for convenience only and shall not affect the interpretation of this Agreement.
- 1.4. All dates and periods shall be determined by reference to the Gregorian calendar.
- 1.5. If any provision in a definition in this Agreement is a substantive provision conferring rights or imposing obligations then, notwithstanding that is only, in the definition clause of this Agreement, effect shall be to it as if it were a substantive provision in the body of this Agreement.
- 1.6. All provisions related to the Cardholder shall mutatis mutandis apply to the Supplementary Cardholder(s), as the case may apply.
- 1.7. In case of any discrepancy between the Arabic an English text, the Arabic text shall prevail.

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

- 1.8. Aafaq and the Principal Cardholder have entered into the Murabaha Contract and the Principal Cardholder has deposited the Security Amount in the Card Account as security for payment of the Selling Price. Pursuant to the Murabaha Contract, Aafaq has authorized the use of the Security Amount by the Principal Cardholder to settle the Transactions. Aafaq may give a bonus amount for the benefit of the Principal Cardholder.

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

### 2. Definitions

#### 2.1. General Common Definitions

**Aafaq** means Aafaq Islamic Finance Company, which is the issuer of the Credit Card to you.

**AED** means Arab Emirates Dirham, the lawful currency of the UAE.

**Application** means the Credit Card Application Form provided by Aafaq to you for the purpose of availing the Card. For avoidance of doubt, the Application shall be duly governed by this Agreement and shall be considered an integral part hereof.

**ATM** (Automated Teller Machine) includes any card operated machine or device whether belonging to Aafaq or any Participating Bank, which accepts the Card.

**Business Days** means a day on which or financial institutions are open for general business in the UAE.

**Card Currency** means the Arab Emirates Dirham, the lawful currency of UAE.

**Card or Credit Card** means, in relation to a Cardholder, each Aafaq MasterCard credit card issued to a Principal Cardholder or Supplementary Cardholder from time to time and shall include any subsequently issued, renewed or replaced card (if any).

**Cash Advance** means any amount obtained by the use of the Card, the Card number or the PIN or in any manner authorized by the Cardholder from Aafaq or any other bank or financial institutions or ATM displaying the MasterCard scheme logo and/or any other scheme logo.

**Cash Advance Fee** means the fee Charged to the Card account on each Cash Advance transaction as specified in the Credit Card service and price guide/schedule of fees & Charges or as determined by the Aafaq subject to Aafaq's sole discretion and subject to changes from time to time and updated on the website [www.Aafaq.ae/creditcards](http://www.Aafaq.ae/creditcards)

**Charges** means the amount payable by you arising from the use of the Credit Card or the Credit Card number or the PIN or otherwise under this Agreement or as notified by Aafaq from time to time including, without limitations, all Card Transactions, Fees, Handling Charges, Additional Expenses, Damages, Legal Cost, and Disbursements, which will be debited to the Card Account and form part of the Outstanding Balance.

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

**Current Balance or Total Payment Due or Outstanding Balance** means the total balance on the Credit Card Account payable to Aafaq by cardholder according to the Aafaq's records on the date the Statement of card Account is issued including all charges.

**Deposit** means the amount (if any) placed with Aafaq as security for the performance of your obligations relating to your Card Account.

**Direct debit** means a standing instruction provided by the cardholder to Aafaq in order to debit cardholder's savings or current account with the cardholder's specified bank or financial institution for a specified percentage of the total payment due each month.

**E-Statement or email statement** means the statement of account sent by Aafaq to primary cardholder email address provided by the primary cardholder to Aafaq for the purpose of receiving communication from Aafaq including, but not limited to statement of account.

**Eligible Expenditure** means all expenditure duly incurred on Cards which are qualifying for Save-back accrual or others as may be specified by Aafaq from time to time in its sole discretion. Eligible Expenditure shall include (a) the amount debited from the Card Account expressed in AED and where the purchase is in another currency, the equivalent in AED as converted at Aafaq's prevailing rate of exchange at the purchase time (b) such other transactions as Aafaq may agree to admit for eligibility from time to time.

**Charges** means the charges billed to the Card Account if the Total Amount Due of the previous month's Statement of Account is not paid in full by the Payment Due Date noted in the Statement of Account. Charges will be applicable on the Total Amount Due as noted in the previous month's Statement of Account as well as on all new transactions (from the respective transaction date) till such time as the total outstanding amounts are paid in full including all Charges and fees levied on the Card Account. Charges are always applicable on all Cash Advance transactions and the fees and charges are applicable thereon from the date of the Cash Advance transaction until the date of repayment in full. Charges will be billed to the Card Account if the Total Amount Due is not paid by the Payment Due Date even if the Minimum Amount Due has been paid by the Payment Due Date. Charges are subject to increase by a percentage as determined by Aafaq at its sole discretion from time to time in case the Cardholder is one or more payments overdue. Original Charge rates may be reinstated solely at Aafaq's discretion when all overdue payments have been made.

**Foreign Currency Transaction Fee** means the currency conversion fee charged to the Card Account for all transactions incurred outside United Arab Emirates (UAE). All such transactions are converted

to UAE Dirham's at Aafaq's prevailing exchange rate on the date the amount was posted to the Card Account rather than the date the Card was used.

**Guarantee** means a guarantee (if any) from a bank acceptable to, in Favor of, in a form acceptable to, and for an amount as specified by Aafaq as security for the performance of your obligations with respect to your Card Account.

**Interactive Voice Response (IVR)** means equipment, devices and/ or the system which provides electronic access to the Cardholder to carry out certain transactions on the Card including, but not limited to enquiries on the Card Account balance and Card Transactions.

**Late Payment Charges** means fee charged or levied to the Card Account if the Minimum Payment Due is not received by the Payment Due Date. Aafaq will channel any late fee collected from you to the Charity Fund maintained by Aafaq.

**MasterCard PayPass** means a contactless method of authorizing purchases by waving the Card in front of a point-of-sale device at a merchant, occasionally the Cardholder having to sign or enter a PIN.

**Merchant** means any person, corporate entity, partnership, government entity, or other establishment, which accepts the Credit Card or the Card number as a method of payment for the goods, services, and benefits offered by it.

**Minimum Payment Due** means the amount the Cardholder needs to pay on or before the Payment Due Date to avoid any Late Payment Fees. The minimum amount to be paid every month includes 5% of the principal Balance (excluding installments due and Credit Shield Charges/billed, installment billed in the current month, past due amounts and all fees and charges)

**Month** means calendar month according to the Gregorian calendar.

**Over Limit Fee** means the fee charged to the Card Account, if at any time during a billing cycle, the Current Balance in the Card Account exceeds the Credit Limit assigned. Such fee will be charged once during the billing cycle.

**Payment Due Date** means the date specified in the Statement of Account, by which date you must pay the Outstanding Balance, or any part thereof or the Minimum Amount Due.

**Personal Identification Number ("PIN")** means, in relation to the Credit Card, the PIN issued by Aafaq to enable you to use the Card for a Credit Transaction at an ATM or at POS.

**POS** means a "Point Of Sale" device which accepts the Card or Card numbers as a means for payment by the Cardholder for purchase of goods or services.

**Participating Bank** or financial institutions includes any bank or financial institutions or any other entity which honors MasterCard transaction.

**Primary Card** means the Card issued by Aafaq to the Primary Cardholder.

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

**Purchase** means a Card Transaction other than a Cash Advance

**SaveBack or SaveBack value** means the loyalty benefits/value collected by the cardholder based on the POS/Online purchase transactions done on Aafaq credit card and post its conversion done based on certain conversion rate decided by Aafaq.

**Security** means either the Deposit or Guarantee or both.

**Short Term Investment Account (STI a/c) or Wakala account** means the special Investment Account opened by Aafaq for the purpose of depositing any proceeds from the Murabaha Finance provided to you and to subsequently record all credit and /or debit transactions carried out by you and the Supplementary Cardholder, if any, under this Agreement.

**Statement of card Account or e-statement of card account** means the monthly or other periodic statement sent to your email or made available to you online showing particulars of the Credit card usage, Outstanding balance & Payment due date of your Credit card account.

**Statement Date** means the date on which the Statement of Account is generated and electronically dispatched to the Cardholder's provided email address registered with Aafaq as on or after the date of generation of the Statement card account.

**Supplementary Cardholder(s)** means any person whom you have authorized to use the Card under the primary card account and to whom Aafaq has issued a Supplementary Card.

**Supplementary Card** means a Card belonging to a Supplementary Cardholder.

**Terminal** means any terminal, device or Point-Of-Sale (POS) through which Card Transactions or payment by the use of the Card can be performed.

**Transaction** means any transaction (including, without limitation, the payment for goods/services, cash withdrawal) carried out by primary or the Supplementary Cardholder using the Aafaq Credit Card, the PIN or the Card number.

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

**Specific Merchants** means any shop or any outlet or any market registered with MasterCard under categories like Supermarkets, Government Services (e.g. Fines, Taxes, Bonds), Utilities, Education, Service/Petrol Stations, Real Estate Agents, Public Transport (e.g. Taxis, Metro, Buses), Road Tolls/Salik, Charities/Religious Organizations. These specific merchants such as Bars, casinos, pornographic outlets, restaurants or food outlets offering alcoholic or pork products will be treated as restricted merchants.

**UAE** means the United Arab Emirates.

## 2.2. Definitions - Covered Credit Card (Murabaha).

**Amount Due under Murabaha** means the amount due under the Murabaha Finance profit for which is to be paid in monthly instalments and the cost shall be paid upon maturity.

**Cardholder** in pursuant to the Murabaha Finance is the customer on whose name the primary Card Account is opened, or the covered credit card was issued by Aafaq including the Principal Cardholder and Supplementary Cardholder.

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

**Covered Card** means the card issued to the customer to utilize the balance available in his Special Savings Account.

**DMCC** means the Dubai Multi Commodities Centre.

**Murabaha Finance** means the finance provided to the customer pursuant to the Murabaha transaction on DMCC.

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

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

### 2.3. Definitions - Fixed fee Card (Qard-al-Hasn)

**Annual Subscription Fees** means a fixed amount, as determined and notified by Aafaq to you from time to time, charged to you every year for using the Credit Card services.

**Monthly Subscription Fee** means a fixed amount, as determined and notified by Aafaq to you from time to time, charged to you every month for using the Credit Card services.

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

**Card Limit** means the maximum debit balance for the Card Account for you and the Supplementary Cardholder, as determined, and notified, by Aafaq from time to time.

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

## 3. Issuing of Card

- 3.1. The Card Application shall be an offer by the Principal Cardholder that Aafaq may, in its sole discretion, accept and such offer and acceptance shall be subject to these Terms and Conditions.
- 3.2. As a conditional precedent for approving any application to issue a Card, Aafaq may, at its absolute discretion, require the applicant/ Cardholder to provide a Guarantee acceptable to Aafaq such as and without limitation a cheque and/or pledge and/or assign a cash deposit and/or a bank guarantee and/or any other form of security in favor of Aafaq for any amount determined by Aafaq. Aafaq shall maintain this Guarantee as long as there is any obligation or Current Balance on the Card account. Notwithstanding what is stated in this clause Aafaq reserves the right to decline any application submitted by the Cardholder for issuance of a Card without assigning any reason whatsoever and no further correspondence will be entertained in this regard.
- 3.3. The Cardholder or the Guarantor acknowledge and agree that Aafaq shall continue to maintain this Guarantee for a period not less than forty five days from the date of cancelling the Card, whether such cancellation is determined by Aafaq or at the request of the Cardholder.
- 3.4. Aafaq at its absolute discretion shall set a Credit Limit to the Card and may notify the Cardholder accordingly. Aafaq reserves the right to reduce or change the Card Credit Limit at any time without notifying the Cardholder.
- 3.5. The Card shall be valid for the period specified on the Card and the same can be used within the validity period only.
- 3.6. The Card may be collected from Aafaq by the Cardholder or sent by post or delivered to the address notified by the Cardholder to Aafaq at his own risk and responsibility.

- 3.7. Aafaq reserves the right to change the Card designs and scheme at any time without prior notice to the Cardholder.
- 3.8. The Card will remain at all times the property of Aafaq and must be surrendered to Aafaq immediately upon Aafaq's or its duly authorized agent's request.
- 3.9. Unless cancelled earlier in accordance with these Terms and Conditions, each Card will remain valid from the date of its issuance or renewal to the date of its expiry specified by Aafaq on the Card.

#### **4. Usage of Credit Card**

- 4.1. The Cardholder may receive from Aafaq, subject to Aafaq's sole discretion, either a non-activated Card or a pre-activated Card.
- 4.2. Upon receipt of the Card the Cardholder must confirm his/her personal details on the Card, you should sign it immediately if you intend to use it. By doing so, you will be bound by this Agreement. You shall not disclose the PIN to any other person and should change the PIN from time to time for security.
- 4.3. The Cardholder shall call Aafaq at the number specified by Aafaq in order to activate the Card. The Cardholder shall identify himself and advise of his Card number and any other confidential information that Aafaq may require. Aafaq may, at its sole discretion, initiate a call to the Cardholder on the contact numbers registered by the Cardholder with Aafaq in order to enable the Cardholder to activate the Card. The Cardholder's telephone call to Aafaq or Aafaq's call to the Cardholder resulting in activation of the Card is proof of delivery and shall constitute binding and conclusive evidence of the Cardholder's receipt of the Card and acceptance of these Terms and Conditions.
- 4.4. In the event that the Cardholder receives a pre-activated Card, the following shall apply. The Cardholder may use the Card without the need to call Aafaq or taking any other action with Aafaq. The Cardholder's usage of the Card shall constitute binding and conclusive evidence of the Cardholder's acceptance of these Terms and Conditions.
- 4.5. In the event that the Cardholder does not wish to be bound by these Terms and Conditions, the Cardholder shall cut the Card in half and return both halves to Aafaq (either by delivery or pre-paid post). The Cardholder should also call Aafaq at the number specified on the reverse of the Card to notify cancellation of the Card membership and thereafter clauses under Sec 10 will apply and should be complied with.
- 4.6. Any transaction supported by the imprint of the Card or electronic log is presumed a genuine transaction unless proved otherwise, irrespective of the signature being present or not on the transaction slip.
- 4.7. The Cardholder acknowledges and agrees to use the Card within the Credit Limit and until the expiry date embossed on the Card surface.
- 4.8. The usage of the Card is restricted to the Cardholder within the Card Limit. Aafaq may, at any time and at its own discretion and with or without notice to the Cardholder, authorize a Transaction which shall cause the Card Limit to be exceeded. If the Card Limit for a Card is exceeded, then without prejudice to Aafaq's rights and remedies, the Principal Cardholder (and, if relevant, the Supplementary Cardholder) shall immediately and in any event no later than two (2) business days, make payment of the excess over and above the Card Limit and all related fees associated with exceeding the Credit Limit. Notwithstanding that Aafaq has authorized the excess over the Card Limit, Aafaq in its absolute discretion shall have the right, at any time and without notice and without giving any reason and without any liability to any Cardholder, to withdraw or restrict the Cardholder's right to use a Card or Card Account, to refuse to authorize any Transaction, to temporarily increase or decrease the Card Limit or modify or terminate any of the facilities or benefits made available to the Cardholder. Such

action may be taken by Aafaq in respect of all Cardholders generally or only a specific Cardholder notwithstanding that the Cardholder may not be in default of these Terms and Conditions. In particular, the Cardholder shall not be entitled to any Save-Back or similar benefit or loyalty reward with respect to any Transaction or Qualifying Expenditure conducted by the use of Card in excess of the Card Limit. In the event of any modification, termination or cancellation pursuant to this Clause, Aafaq shall reimburse any charges or fees paid by the Principal Cardholder on pro-rata basis.

- 4.9. Notwithstanding that the Credit Limit has not been used by the Cardholder, Aafaq reserves the absolute right and without notice to the Cardholder to withdraw, restrict and cancel the Credit Limit on the Card.
- 4.10. The Card issued by Aafaq pursuant to these Terms and Conditions and subject to Aafaq's sole discretion can be used - without limitation - for the following transactions:
- 4.10.1. The payment of any purchase of goods or services which payment may be charged to the Card Account.
- 4.10.2. Any ATM transaction effected through the use of the Card.
- 4.10.3. Cash advances as set out under General Terms & Conditions;
- 4.10.4. Any other facilities, subject to pre-arrangement with Aafaq, and in accordance with the Terms and Conditions specified by Aafaq.
- 4.11. The Card may be used at any ATMs, POS terminals and Merchants around the world displaying the MasterCard logo. Aafaq is not responsible for any act of negligence or refusal for any service by any Merchant or for damages arising as a result of malfunction of any Card, ATMs, POS terminals or other electronic devices.
- 4.12. Safety and safekeeping of the Card and its related PIN is the responsibility of the Cardholder. Any transaction performed on the ATM or where a PIN entry is necessary shall be deemed to have been performed by the Cardholder himself/herself, if the Card is not reported as lost or stolen irrespective of the person performing the Transaction. The Cardholder hereby authorizes Aafaq to debit his Card account with the amount of any withdrawal in accordance with the record of transaction. The Cardholder accepts the record of transaction as conclusive and binding evidence for all purposes.
- 4.13. In the event that the Cardholder uses the Card or allows any third party to use the Card for any purpose or transaction as prohibited in condition 4.16 below, then the Cardholder and/or the third party shall be exclusively responsible and liable under the law for using the Card for any such purpose or transaction. Aafaq 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 Aafaq in its sole discretion may decline any such transactions (including those carried out through the Internet or other electronic means). In the event that Aafaq incurs or sustains any cost, loss, damage or expense as a result of either the Card being used for any purpose or transaction prohibited by law or public policy, then the Principal Cardholder (and, if relevant, the supplementary Cardholder) shall immediately reimburse Aafaq for the full amount of the aforementioned actual loss, damage or expense. Furthermore, Aafaq may, forthwith without notice and without liability to any Cardholder cancel the Card and Card Account.
- 4.14. The Cardholder shall not use the Card or allow any third party to use the Card in a Transaction prohibited by Shari'a as determined by the Fatwa and Shari'a Supervisory Board of Aafaq. All transactions involving Merchants which Aafaq is aware conduct a business prohibited by Shari'a, including but not limited to, alcohol, pork products, gambling, tobacco, casinos, bars, nightclubs, merchants selling and/or providing pornography related products and/or services will be declined. In case of such use, Aafaq reserves the right forthwith without notice and without liability to any Cardholder to cancel the Card and the Cardholder shall immediately

Follow such cancellation pay all outstanding amounts in respect of such cancelled Card to Aafaq.

- 4.15. Aafaq reserves the right to contact the customer for the purpose of verification of Card Transactions/performing a security check/advising the replacement of the Card. The Cardholder agrees to cooperate with Aafaq in all such cases. If Aafaq is unable to establish contact with the Cardholder for any reason whatsoever in any of the above circumstances, Aafaq holds the right to freeze/block Cardholder's Card Account until contact is established to the satisfaction of Aafaq. The Cardholder indemnifies and holds Aafaq harmless for any costs/losses whether actual or implied that may be incurred by the Cardholder due to the freeze/block placed by Aafaq on the Card Account as described herein. Aafaq is under no obligation to share details of the circumstances under which the block/freeze has been placed on the Cardholder's Card Account.
- 4.16. The amount of any transaction originated in a currency other than the Card currency shall be converted to the Card currency at the rate of exchange determined by Aafaq for the date when the relevant transaction is debited to the Card Account. Such transaction may also be subject to a currency conversion fee determined by Aafaq at its sole discretion.

## **5. Cash withdrawals using the Card**

- 5.1. Subject to Aafaq's sole discretion, the Cardholder may be allowed to use the Card for Cash Advance transactions for such amounts determined by Aafaq by using the Card in any of bank's or financial institution's ATM or any other bank or financial institution through whom such Cash Advances are provided.
- 5.2. Subject to Aafaq's sole discretion the Cardholder may be allowed to use the Card for Cash Advance transaction at any other bank or financial institutions who provide such Cash Advances.
- 5.3. Aafaq may issue a PIN to Cardholder to use the Card at any ATM accepting Cash Advance transactions or any other Card Transaction. The Cardholder acknowledges that in any Cash Advance transaction through ATM he shall use the PIN to affect the transaction.
- 5.4. The charges as specified in the Schedule of Fees and Charges and updated on Aafaq's website are applied by Aafaq as Cash Withdrawal charges and calculated on a daily basis. These shall accrue on each Cash Withdrawal from the date of the Cash withdrawal until repayment in full. For further clarity Cash Withdrawal transactions include ATM, Over-the-Counter, Returned Payment and Cash Equivalent (money orders, foreign currency, traveller's cheques from a non-financial institution, person-to-person money transfers, Quasi Cash and Crypto Currency Exchanges as defined by Mastercard).
- 5.5. The Cardholder acknowledges and agrees that Cash Advance Fee will be applicable for each Cash Advance transaction and shall be applied on the amount of each Cash Advance transaction. Aafaq reserves the right to vary from time to time the amount and/or rate of the Cash Advance Fee and notify the same to the Cardholder through Aafaq Schedule of Fees and Charges and/or any other form of communication at Aafaq's discretion and update the same on Aafaq's website.

## **6. Payments**

- 6.1. The Cardholder agrees to pay to Aafaq non-refundable fees as determined by the Aafaq - at its sole discretion - such as and without limitation the annual fees, renewal fees, Supplementary Card fee, replacement Card fees and/or any other fees determined by Aafaq from time to time.
- 6.2. Monthly Murabaha fee is a flat percentage fee that may be charged based on card type and it will be charged the first time on the activation of card and thereafter periodically every

- month. Annual fee is charged on card issuance first time and then subsequently on each anniversary.
- 6.3. Aafaq shall debit the Cardholder account with the amounts of the Card Transaction, Charges, Cash Advance Fees, and/or any other amount arising and payable under these Terms and Conditions.
  - 6.4. The Primary Cardholder shall be liable to pay any amount debited to the Supplementary Card, and shall be jointly and severally liable with the Supplementary Cardholder for any Card Transaction relating to the Supplementary Card and/or any amount debited to the Supplementary Card.
  - 6.5. You may choose to effect payment from your other bank account through DDS, for which complete details to be provided to Aafaq for setup through DDS form.
  - 6.6. The Cardholder agrees to pay Aafaq the Total Payment Due on the Card Account in addition to any Charges, Charges, Cash Advance Fees, Over Limit Fees and/or any other fees payable under these Terms and Conditions. If the Cardholder chose not to settle the Total Payment Due in full, the Cardholder shall on or before the Payment Due Date determined by Aafaq pay the agreed percentage of payment or the amount specified as the Minimum Payment Due in the Statement of Account, whichever is higher and the Charges will become applicable.
  - 6.7. Aafaq will not levy any late payment charges on Card transactions when the entire outstanding amount in the Card Account is paid on or before the Payment Due Date. The Cardholder agrees and acknowledges that if cardholder failed to pay the Minimum Payment Due in full by the Payment Due Date, Aafaq reserves the right to levy financial charges or Late Payment Fees (as determined by the Aafaq from time to time) to the Card Account and Aafaq will channel any late fee collected from cardholder to the Charity Fund maintained by Aafaq.
  - 6.8. Subject to Aafaq's sole discretion and without prejudice to Aafaq's rights under these Terms and Conditions. If the Cardholder failed to pay the Minimum Payment Due on the Payment Due Date and the same remained unsettled till the date of the next Statement Date, Aafaq will add the unsettled amount to the next Statement of Account in addition to any Charges and/or Fees, which shall become immediately due and payable.
  - 6.9. Without prejudice to Aafaq's rights at any time to take appropriate legal action against the Cardholder, Aafaq may charge fees for any returned unpaid cheques drawn by the Cardholder as full or partial payment of the Current Balance or on the Card Account.
  - 6.10. Aafaq's acceptance of late payments or partial payments of the Current Balance in cash, by cheques or fund transfer marked as constituting payment in full or any waiver by Aafaq or any indulgence granted to the Cardholder shall not prevent Aafaq from enforcing any of its rights under the Terms and Conditions to collect the Current Balance or any amount due under these Terms and Conditions nor shall such acceptance operate to prevent Aafaq from enforcing any of its rights under these Terms and Conditions to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of these Terms and Conditions in any respect.
  - 6.11. Payments made in excess of the Minimum Payment Due as appearing on the Statement of Account, will not excuse the Cardholder from the next Minimum Payment Due. Payment of the Minimum Payment Due will not excuse the Cardholder from being billed the applicable Finance Charges.
  - 6.12. You shall, at Aafaq's request, pay a handling fee for the issuance of a replacement Card. Details of all fees and charges referred to in this clause are listed in the Service and Price Guide, which may be subject to changes.
  - 6.13. Aafaq shall debit the Card Account with the amount of all Card Transactions, Outstanding Balance, all charges and fees payable under this Agreement and any other liabilities which

- Aafaq may incur arising out of or in connection with the use / misuse of the Card and / or a Supplementary Card.
- 6.14. You and any Supplementary Cardholder will be jointly and severally liable to pay all amount debited to the Card Account.
  - 6.15. Aafaq shall send and/or make available to you online a Statement of Accounts for the Card Account. Non receipt of the Statement of Account and / or your inability, except for reasons beyond your control, to view the Statement of Account online shall not be construed to give you an excuse for non-payment of the amounts due to Aafaq.
  - 6.16. You agree to pay Aafaq the total amount of all charges and fees (Outstanding Balance) appearing in the Statement of Account not later than the Payment Due Date.
  - 6.17. You may choose not to settle the Outstanding Balance in full, in which case you must pay Aafaq at least the Minimum Payment on or before the Payment Due Date.
  - 6.18. If you do not settle the Outstanding Balance by the Payment Due Date and it remains unsettled at the date of issue of the next Statement of Account, the unpaid amount will be added to the next Statement of Account's Minimum Payment, which shall become immediately due and payable.
  - 6.19. If the full payment due and payable is not paid by the payment due date, Aafaq have the right to block the card and if the Cardholder continues not to pay, the card will be cancelled after sixty (60) calendar days from the first payment due date. A new card will not be issued unless the full payment is repaid and a fresh arrangement entered into( If required)
  - 6.20. Without prejudice to Aafaq 's rights and remedies, Aafaq shall have the right to debit and/or freeze any of the Cardholder's accounts with Aafaq at any time to recover all amounts due and payable from the Cardholder without prior notice and without any liability to the Cardholder.
  - 6.21. You are not allowed to make Card Transactions that exceed the available limit in the Card Account without prior approval from Aafaq. You shall immediately upon demand by Aafaq, pay the full amount by which the limit of Card Account has exceeded and the Minimum Payment then due. If you fail to make such payment in full, Aafaq may cancel the Card immediately without prior notice to you and the whole Outstanding Balance on the Card Account shall become immediately due and payable.
  - 6.22. Any arrears and any Card Transaction made in breach of this Agreement shall become immediately payable by you
  - 6.23. All payments received by Aafaq from you towards the Card Account shall be applied in the following order of payment (or such other order as Aafaq may think fit):
    - 6.23.1. All unpaid fee, cash withdrawal fees, charges, and other costs shown on any previous Statement of Account.
    - 6.23.2. All unpaid fee, cash withdrawal fees, charges, insurance (Credit shield package) charges other costs shown on the current Statement of Account;
    - 6.23.3. All unpaid Card Transactions (excluding cash withdrawals), including Balance Transfer/Installments due on any Installment Payment Plan transaction shown on any previous Statement of Account;
    - 6.23.4. All unpaid Card Transactions (excluding the cash withdrawals), including Balance Transfer/Installments due on any Installment Payment Plan transaction shown on the current Statement of Account; and
    - 6.23.5. All cash withdrawals and other Card Transactions not yet shown on the current Statement of Account.
  - 6.24. Aafaq may charge fees for any returned unpaid cheques drawn by you in full or partial payment of the Outstanding Balance and this neither shall affect nor impair any other legal remedies available to Aafaq.

- 6.25. You shall make payments in the Billing Currency (Card Currency). If you make payment in any other currency, you shall pay to Aafaq all exchange, commission and other charges or losses Aafaq may incur in converting such payments to the Card Currency. Such conversion shall be effected at the prevailing Aafaq rate on the date of exchange, which Aafaq may conclusively determine at the date of entry into the Card Account. Any payment you make in the Card Currency will be credited to the Card Account only on the date on which Aafaq receives the required funds for value in its books. Whenever a payment is received in any other currency, such a payment shall be credited after the date when the relevant funds have been received for value by Aafaq in Dubai and credited to the Card Account.
- 6.26. You shall pay additional charges in the amount, which Aafaq may prescribe immediately upon request, for the provision of copies of sales/cash withdrawal slips, Statement of Account, which you may request, and any further service Aafaq may provide from time to time.
- 6.27. Aafaq may, at its discretion, vary with prior notice the rate, method of calculation of Monthly Subscription Fees, Handling Charges, Additional Charges, or any other Charges, as well as period of time frequency within which these fees and charges are payable. None of the fees payable to Aafaq under this Agreement are refundable.
- 6.28. A bonus, discretionary amount for transactions that is equal to his monthly Murabaha profit payment minus the profit from Investment Account, also known as the Customer Bonus (below). This discretion will be used only in case the customer pays his/her entire dues in full on due date or if the customer has remained in-active during the month.
- 6.29. A bonus discretionary amount for revolvers that is equal to the difference between Investment Account Profit earned and Murabaha profit levied for a particular month minus Murabaha profit earned per day on the utilized amount.
- 6.30. It is advisable to always make monthly payments greater than the minimum amount requested according to the last statement issued by Aafaq in order to replenish your Wakala account (available balance to use). This is because making only the minimum payment will mainly cover the fees and charges on the Card, leaving only a small portion as an available balance to use.
- 6.31. In case you choose to make only the minimum payment by the due date, Aafaq will keep calculating the profit (the net between the Murabaha and Wakala profits) on a daily basis until the full Wakala outstanding (Card available balance) is covered. This includes new transactions made after the statement issuance.
- 6.32. If you fail to pay any amount, Aafaq will keep calculating the profit (the net between the Murabaha and Wakala profits) till the total outstanding has been fully settled.
- 6.33. If you contend a Card Transaction and it is subsequently proven to have been originated by you, Aafaq will charge back the original amount of the Card Transaction when it took place.
- 6.34. Aafaq's acceptance of late or partial payments, cheque or money order shall not prevent it from enforcing its rights to collect the full amount due from you or constitute an amendment to this Agreement.
- 6.35. You agree that if any sum shall become due from you to Aafaq any time under the Card Account and/or under the Murabaha Finance, or if you shall become liable to Aafaq on any Aafaq account or any other account, current or otherwise, in any manner or if you are in default under the provisions of such accounts or any other facilities granted by Aafaq to you, the whole Outstanding Balance on your account shall become immediately due and payable.
- 6.36. Any cheque deposit shall be acceptable for collection and proceeds shall not be available until the cheque has been cleared (Cardholder shall allow for a minimum of five (5) business days) and the proceeds paid to Aafaq by the paying bank. Any cash deposit may only be regarded as having been received by Aafaq upon receipt or crediting the same to the Card Account. (Any fees and charges related to cash deposits or cheque collection/clearing will be borne by you).

- 6.37. Aafaq may at any time demand that you deposit an undated cheque and/or pledge cash collateral in Aafaq's favor for a specified amount not exceeding the Card Limit, even if such a cheque or cash collateral were not demanded when the Card was issued. If Aafaq makes such a demand, you shall be treated as having authorized Aafaq to insert the date on the cheque and present it for payment on the inserted date against any amount due to Aafaq. In case of deposited cheque exceeds the outstanding amount and it is cashed, the surplus amount will be refunded to you.
- 6.38. If you choose to settle by way of direct debit, the percentage of the total amount due specified by you when applying for the Card will be debited to your account on or immediately after the Payment Due Date. Where a sufficient balance is not maintained, Aafaq may cancel the Card.
- 6.39. You may not transfer funds from one Card Account to another in settlement of the debit balance of one Card Account, except with Aafaq's prior approval.
- 6.40. Aafaq will credit the Card Account with the amount of any refund or return on receipt of a properly issued credit voucher from a member establishment.
- 6.41. Aafaq will not be responsible to present the purchase invoices signed by you in support of the Statement of Account. The Statement of Account sent to you by Aafaq, or made available online, showing the details of the Credit Transactions carried out by you or the Supplementary Cardholder shall be sufficient proof of your obligations to pay Aafaq the Outstanding Balance.
- 6.42. Aafaq's records of any Card Transaction or otherwise relating to your Card Account shall constitute evidence of the Card Transactions and Aafaq may use any such information as evidence in court.
- 6.43. If the Cardholder declares bankruptcy, all amounts due from Cardholder shall become immediately payable to Aafaq.
- 6.44. Please refer to the Initial Statement for Schedule of Charges, a summary of charges as well as examples of profit rate, and Foreign Exchange transactions (available at Aafaq website).

## **7. Dispute on Transaction**

- 7.1. In the event that the Cardholder wishes to dispute a transaction charged to the Card Account on the Statement of Account, the dispute is to be notified to Aafaq in writing no later than 30 days from the date of the relevant Statement of Account.
- 7.2. The dispute is to be notified to Aafaq in the format as specified on the Cardholder Dispute Form that is available on the Aafaq's website, in the Aafaq's branches or may also be requested for by calling the number specified on the reverse of the Card.
- 7.3. The Cardholder must ensure to complete the form in full and provide all supporting documentation that the Aafaq requests as pertinent to the disputed Transaction Charge and the circumstances thereof.
- 7.4. Unless otherwise advised by Aafaq, the Cardholder remains fully liable for all transactions and Charges on the Card, even in the event that the Cardholder has submitted a Cardholder Dispute Form to Aafaq. Non-payment of Charges will result in the levy of relevant Fees and Charges.

## **8. Supplementary Cardholder**

- 8.1. Aafaq may issue a Supplementary Card to an individual nominated by you who is over 18 years of age and approved by Aafaq. This shall be subject to the Supplementary Cardholder signing the relevant application form and the terms and conditions, as Aafaq may deem necessary.
- 8.2. This Agreement and all Terms and conditions applicable herein to the Primary Cardholder shall apply to the Supplementary Cardholder. Every Supplementary Cardholder shall be jointly and severally liable with you for all Card Transactions and charges generated by the use of the Primary Card as well as the Supplementary Card. Aafaq may commence an action or

proceedings against you or the Supplementary Cardholder or both of you in connection with your obligations under this Agreement.

- 8.3. The validity of the Supplementary Cardholder is dependent on the validity of Primary Card. The termination of the Supplementary Card for whatsoever reason shall not terminate the Primary Card or your agreement with Aafaq for your Card.
- 8.4. Your and the Supplementary Cardholder's undertakings, liabilities and obligations towards Aafaq and its rights shall not be affected in any way by any dispute, counterclaim or right of set-off which you and / or the Supplementary Cardholder may have against each other.
- 8.5. Primary Cardholder shall indemnify Aafaq against any loss, damage, liability, costs, and expenses whether legal or otherwise incurred by Aafaq by reason of any acts or omissions, legal disability or incapacity of the Supplementary Cardholder or any breach of this Agreement by the Supplementary Cardholder.
- 8.6. The Credit limit assigned to the primary Cardholder is inclusive of the Credit limit of the Supplementary Card and the primary Cardholder and the Supplementary Cardholder shall not permit the current balance to exceed the said credit limit.
- 8.7. In addition to what is stated in this clause, and as a separate undertaking, the Primary Cardholder shall be fully liable to Aafaq for all Charges and other liabilities incurred by the Primary Cardholder and the Supplementary Cardholder notwithstanding any legal disability or incapacity of the Supplementary Cardholder.
- 8.8. Aafaq may at its absolute discretion initiate and commence legal proceedings under this clause against the Primary Cardholder or Supplementary Cardholder or both of them.

## **9. Loss of Card and PIN**

- 9.1. The Cardholder shall use reasonable precautions to prevent the loss or theft of the Card and shall prevent the discovery of the PIN by any person (including but not limited to family, relatives, and/or employers) and shall not disclose the PIN to any person.
- 9.2. If the Card is lost or stolen or the PIN is disclosed to any person or if you think someone else may know the PIN, you shall immediately notify Aafaq on call center (Contact no 600502006) and the Police of the country/area where such loss or theft or disclosure occurred.
- 9.3. Such notification shall be followed by a signed written confirmation or an email within 24 hours of receipt of notice. Until receipt of such confirmation, you will be liable for all Card Transactions. You also undertake to take all necessary steps to assist Aafaq in recovering the missing Card.
- 9.4. You shall be, and remain, fully liable to pay Aafaq any debit to the Card Account arising from any Card Transactions by any of whether with or without your knowledge and irrespective of whether they were authorized by you or not.
- 9.5. Aafaq may issue a replacement for any lost or stolen Card subject to this Agreement or such other terms and conditions as Aafaq may consider appropriate and at a fee determined by Aafaq from time to time.
- 9.6. If you recover the lost or stolen Card, you must immediately cut it into two halves and return it to Aafaq without using it.
- 9.7. You may not use the PIN after notifying Aafaq of its disclosure to any person.

## **10. Termination / Cancellation**

- 10.1. You may at any time notify Aafaq of your intention to cancel the Card Account and terminate the use of all Cards issued to you and any Supplementary Cardholder by giving Aafaq notice in writing and returning to Aafaq all such Cards cut in half. The Card Account shall be closed only after you have paid in full all charges and amounts due under the Card Account.

- 10.2. The proceeds standing to the credit of Card Account shall be utilized to pay all your obligations under the Murabaha Finance (covered card).
- 10.3. You agree that if the Card Account at time of termination does not take into account the amount incurred by the use of the Card, it shall be due immediately in full upon termination of the use of the Card.
- 10.4. If a Supplementary Cardholder terminates the use of the Supplementary Card, you and the Supplementary Cardholder shall be, and shall continue to be, jointly and severally liable to Aafaq for all charges and other amounts due under this Agreement except that the Supplementary Cardholder whose Card has been terminated shall not be liable for charges and other liabilities incurred by you and any other Supplementary Cardholder (if any) after the receipt of the terminated Supplementary Card cut in half.
- 10.5. Aafaq may at any time and with or without prior notice recall the Card and terminate or suspend your right to use it. You shall immediately after such recall return to Aafaq the Card cut in half and pay in full all charges and amounts due on your Card Account.
- 10.6. Aafaq shall terminate the use of the Card without notice upon your death, bankruptcy or insolvency or when the whereabouts of the Cardholder become unknown to Aafaq due to any cause not attributed to Aafaq.
- 10.7. In the event of Primary Cardholder's bankruptcy, death, or solvency, the holder(s) of the Supplementary(s) Card(s) will immediately stop the use of Card(s) and return them cut in half to Aafaq.
- 10.8. You and/or your estate shall be responsible of settling-off the Card Account and the Murabaha Finance and shall pay Aafaq all expenses and costs that Aafaq may incur in recovering any due amounts.
- 10.9. Aafaq shall not be liable to refund the monthly membership fee or annual fee or any part of such fee on the termination of the Card Account.
- 10.10. Upon cancellation of the use of the Card, any Security held by Aafaq shall be held for a period of forty five (45) days following the cancellation and/or return of the Card, whether cancelled by you or Aafaq.
- 10.11. Despite the Termination of these terms and conditions or cancellation or suspension of the Card the Cardholder and/or his heir will be responsible for setting off outstanding balances on the card Account and shall keep Aafaq indemnified for all the costs (including legal fees and charges) and expenses incurred in recovering such outstanding balances.
- 10.12. Notwithstanding the payment provisions outlined under Clause (Payment) above, all amounts outstanding on a Card Account (including that of all Supplementary Cards) together with the amount incurred by the use of the Card but not yet billed to the Cardholder's Card Account shall be payable immediately upon the termination of the Card in accordance with these Terms and Conditions.

## **11. Exclusion of Liability**

- 11.1. Aafaq shall not be liable for any loss or damage howsoever incurred or suffered by you by reason of Aafaq or a Merchant or any bank or financial institution or any ATM or other party refusing to allow a Card Transaction, or accept the Card or the Card number or the PIN or to extend or provide a cash withdrawal up to the Limit or at all.
- 11.2. Aafaq shall not be responsible for the refusal by any Merchant or member institution of MasterCard or VISA International to honor or accept the Card or for any defect or deficiency in the goods or services supplied to you by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Card Transaction.
- 11.3. If there is dispute between you and Aafaq, a Merchant, a bank or financial Institution or any other person, your liability to Aafaq shall not in any way be effected by such dispute or any

counterclaim or right of set-off which you may have against Aafaq, such Merchant, or other bank or financial institution or person.

- 11.4. Aafaq shall not be liable for any dispute brought to its notice by you after fifteen (30) days from the date of the relevant statement of account.
- 11.5. Aafaq shall not be liable, by any way, to you for any loss or damage of whatsoever nature, due to or arising from any disruption or failure or defect in any ATM or machine or terminal or communication system or facilities or data processing system or transmission link or any industrial or other dispute or anything or cause, whether beyond our control or otherwise.
- 11.6. Aafaq shall not be liable to you in the following circumstances:
- 11.7. Exercise by Aafaq of its right to terminate any Card or Card Account pursuant to clause 10.
- 11.8. Any injury to your credit character and reputation due to repossession of the Card by Aafaq, any request for its return or refusal by any person to honor or accept the Card; and
- 11.9. Any error or omission in any details disclosed by Aafaq pursuant to clause 12.

## **12. Disclosure of Information**

- 12.1. You irrevocably authorize and permit Aafaq to disclose and furnish such information that Aafaq may deem fit concerning you and your affairs including but not limited to the Card Account to its associates, branches, assignees, agents, or other parties or person, including banks, financial intuitions, regulators, and service providers who provide a service to it as such.
- 12.2. Aafaq may check your credit standing at any time as and when Aafaq deem fit without reference to you.

## **13. Indemnity**

- 13.1. The Cardholder undertakes and agrees to indemnify Aafaq against any loss, damage, liability, cost and expenses whether legal or otherwise which Aafaq may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of Aafaq's right as herein provided. All costs and expenses in such regard may be debited to the card account and shall be paid by the card holder
- 13.2. The Cardholder undertakes to pay Aafaq the amount of any loss or damage which Aafaq, its Directors, officers or employees may suffer by reason of those terms and conditions or by breach of them by the Cardholder or arising in any way in connection with the Credit Card Account. Aafaq may debit all such amounts to the Cardholders Credit card Account.

## **14. Notices**

- 14.1. It is the sole responsibility of the Cardholder to ensure that the personal contact information is updated in Aafaq records at all times. The Cardholder must promptly notify Aafaq in writing of any changes in the Cardholder's information as provided to Aafaq, including but not limited to, employment, address, contact numbers, etc. along with any documentary evidence of such changes. Should the Cardholder be away from UAE for more than a month, the Card Account should be settled seven (7) days prior to his departure.
- 14.2. If the Cardholder leaves the United Arab Emirates to take up residence elsewhere, both the Primary and Supplementary Card(s) shall be returned to Aafaq forty five (45) days prior to the Cardholder's departure. You must settle the credit Card Account in full seven (7) days prior to your departure. The use of the Primary Card and Supplementary Card(s) shall be deemed to be ceased and Clause 10 (Termination/Cancellation) will apply.
- 14.3. Instructions sent by the Cardholder to the Aafaq through facsimile communication shall be considered valid and binding on the Cardholder and Aafaq may act upon instructions

conveyed through this message. Aafaq may use copies of facsimile transmissions as evidence in any court of law.

- 14.4. All Cards, Statements of Account, demands or any other communication under these Terms and Conditions (hereinafter collectively called 'Communication') may be delivered personally or sent by ordinary post to the last known billing as registered with Aafaq or other addresses of the Cardholder and such communication shall be deemed to have been served on the Cardholder on the day of delivery if delivered by hand and on the next business day after posting, if sent by post. All communications under these Terms and Conditions sent to the Primary Cardholder or Supplementary Cardholder shall be deemed to be sent to both.
- 14.5. Any instructions conveyed by the Cardholder through the Interactive Voice Response system (IVR) shall be deemed valid and Aafaq may act upon and use such records as evidence in a court of law or other legal proceedings.
- 14.6. The address stated by the Cardholder in the Card application form (the "permanent address") and/or the relevant Aafaq service application (if any) shall be the selected place of domicile on which the Cardholder shall receive all notices, summons, demands and claims in respect of any dispute in relation thereto and serving of the same to the Cardholder on this address shall be deemed to have been duly made, in the event where the Cardholder fails to notify Aafaq with any changes thereof.
- 14.7. You must promptly notify Aafaq in writing of any changes in your name, employment or business and address including phone number, email etc.
- 14.8. Should you be away from the UAE for more than thirty (30) days, you must settle all the credit Card Account in full seven (7) days prior to your departure.
- 14.9. All demands, notices and other communication sent under this Agreement to you and any supplementary cardholder shall be deemed as sent to both.
- 14.10. Instructions sent to Aafaq from you vide facsimile transmission or through Aafaq branch network and internet banking shall be considered valid and binding on you and Aafaq may act upon the instructions received by it through those means.
- 14.11. All communications, cards, notices, statements of account, demands or other documents under this Agreement may be delivered personally to you or sent by post or email to the last known address at your sole risk. Each such communication or other material shall be deemed to have been received and served on you on the day of delivery if delivered personally or via email and two (2) Business Days after posting, if sent by Aafaq.

## **15. Card Conversion**

- 15.1. The Cardholder may at any time notify Aafaq in writing of his intention to convert his existing Card to another Card offered by Aafaq. The request of the Cardholder shall be subject to approval by the Aafaq, payment of any applicable fees for the purpose of conversion and agreement to such terms and conditions as Aafaq may require.
- 15.2. If Aafaq approves the request of the Cardholder to convert his Card, all Charges and other liabilities under the existing Card Account shall be transferred to the new Card Account. It is also understood that, if Aafaq approves the conversion, the SaveBack program or other benefits earned on the existing Card by virtue of the customer loyalty program prevalent on the existing Card shall not be converted into the SaveBack program or any other program or benefit of the converted Card.

## **16. Renewals**

- 16.1. Following the expiry date of the card, Aafaq may, at its sole discretion issues a new card pursuant to a new arrangement between Aafaq and the card holder.
- 16.2. Card will be issued 45 days prior to the expiry of the existing card, post checking the credit history, clearance of all past dues by the cardholder and internal approvals.

16.3. The card new card will be dispatched to customer on existing mailing address and contact information available on Aafaq system at the time of renewal. Cardholder to ensure that Aafaq is provided with current and valid mailing address and contact information for the timely delivery of renewed/reissued credit card.

16.4. Aafaq will not be held responsible for any delay or non-receipt of renewed card before the expiry of existing card.

### **17. Card Activation and Personal Identification Number**

17.1. Cardholder post receiving the credit card, cardholder will have to activate and setup a PIN for the usage of credit card. The activation of the card and setup of PIN will be carry out by cardholder by calling Aafaq contact center (600502006).

17.2. Contact center IVR will guide customer through the card activation process and assist in setting up the credit card PIN.

17.3. Post card activation and PIN setup, customer needs to ensure to keep the card and PIN safe and memories the PIN. It is not recommended to write or store the PIN in any physical form.

17.4. Cardholder shall not disclose the PIN and card number to any person. Accordingly any PIN and card related transactions on POS, Contactless or Onlin/Web shall be deemed to be performed by cardholder.

### **18. Credit Card Statements**

18.1. Aafaq shall send credit card e-statement(s) to the primary cardholder on provided email id, each month. If the primary cardholder does not receive the card e-statement, cardholder should report it to Aafaq immediately and request a copy of the e-statement.

18.2. In event that Aafaq is unable to send card e-statement for any reason whatsoever or the e-statement is not received by the primary cardholder, Aafaq shall not be liable to the cardholder for any consequence of not receiving the e-statement and the obligations of the cardholder to Aafaq under these terms and conditions shall not be affected and all charges and fees payable under these terms and conditions shall continue to be applicable.

### **19. Multi-Takaful Package (Insurance).**

19.1. Once Aafaq credit card is issued to the cardholder, the cardholder will get automatically enrolled to Multi-takaful package (Insurance). Specific Multi-takaful Package (Insurance) Terms & Conditions will apply for the Takaful programs which will be binding on the Cardholder and will be available at Aafaq website.

19.2. To avail Multi-takaful package (Insurance) cardholder has to fulfill and abide by the requirements and conditions stated in the Multi-takaful Package (Insurance) Terms & Conditions and product information page on Aafaq website.

### **20. Airport Lounge Access**

20.1. Lounge Access program and other MasterCard Benefits available with any Aafaq credit card, are offered by MasterCard. MasterCard terms and conditions including changes to those services or termination of the listed airports lounges and other qualifications will apply for such services.

20.2. Kindly refer to the MasterCard website (<https://www.mastercard.ae/en-ae/consumers/find-card-products/platinum/travel.html>) for a list of applicable lounges and detailed conditions on those services/benefits.

### **21. General**

21.1. Aafaq shall not be liable for acting in good faith upon your instructions.

- 21.2. You authorize Aafaq at its discretion to record any instructions on the phone and to use such record as evidence in a court of law or other legal proceeding.
- 21.3. All fees pursuant to or in connection with the Terms and Conditions are non-refundable.
- 21.4. You shall indemnify Aafaq against any consequences, claims, proceedings or losses that may arise or be incurred or sustained by Aafaq by reason of carrying out the telephonic instruction from, or purported to be from you.
- 21.5. You undertake to pay to Aafaq the amount of any loss or damages which Aafaq's directors, officers, employees or Aafaq may suffer or incur by reason of your failure to comply with this Agreement or by reason of breach thereof by you or arising out of or in connection with all Card Accounts.
- 21.6. In addition to any other right Aafaq may have either under this Agreement or under the law, Aafaq may any time and without notice consolidate and combine all accounts which you hold with Aafaq, either individually or jointly or with a Supplementary Cardholder and set-off and transfer any sums held in any such account in satisfaction of any other sums due to Aafaq. Aafaq may do so wherever such accounts are situated and in whatever currency they are situated at its then prevailing
- 21.7. Aafaq may appoint an agent to collect any sum due from you to Aafaq under this Agreement.
- 21.8. This Agreement is binding to you personally and you may not assign your rights and obligations to any other person.
- 21.9. You agree to sign and deliver to Aafaq such further documents as Aafaq may request from time to time.
- 21.10. Any delay or omission by Aafaq in exercising or enforcing (in whole or in part) any right or remedy arising under this Agreement shall not be construed as a waiver of such right or remedy. No waiver of any of this Agreement or a breach of them shall be given unless in writing and shall not operate as a waiver of any other requirement or breach of this Agreement.
- 21.11. If any provision of this Agreement is or becomes illegal or unenforceable, the remaining terms and conditions shall continue in full force and effect.
- 21.12. Aafaq may from time to time with notice or without notice to you change and or amend this Agreement. The retention or use by you of the Card shall be treated as acceptance of any such change and or amendment. If you do not accept any changes and or amendment, you may close the Card Account and clause 10 of this Agreement shall apply.
- 21.13. Aafaq shall have no liability to you in respect of any facilities or benefits which Aafaq may make available to you, which do not form part of this Agreement. Aafaq may withdraw such facilities and benefits at any time without notice.
- 21.14. This Agreement are governed by the Islamic Sharia and laws of the Emirate of Dubai and the applicable Federal laws of the UAE to the extent that these laws do not contradict the principles of Sharia in which case the principles of Sharia shall prevail. You and Aafaq submit to the non-exclusive jurisdiction of the courts of the UAE. Such submission shall not restrict Aafaq's rights to bring proceeding against you in any other jurisdiction in connection with your obligations under this Agreement.
- 21.15. The benefits offered by Aafaq credit cards are provided purely at the discretion of Aafaq. Aafaq takes no responsibility for any liabilities incurred by the customer on account of these or any other benefits/services provided with Aafaq's credit cards.
- 21.16. Pricing is subject to Aafaq's discretion and can be changed at any time without prior notice.
- 21.17. In case of any difference between the Arabic and English version, the Arabic version shall prevail.

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