

## Terms and Conditions of "Ajwaa" Credit Card Agreement

---

All praise is due to Allah, and peace and blessings be upon our Prophet Muhammad, his family and companions.

AlJazira Bank (**The bank**) issues "AJWAA"; a credit card (**The card**) in accordance with the terms and conditions set forth below:

### 1 Definitions

- 1-1 **Customer:** The customer is the person who submits an application to obtain the card and he is the bearer of the main card. He is also the credit responsible for all due amounts and consequences on the use and the issuance of the primary card and the additional cards.
- 1-2 **Cardholder:** Cardholder is the person whose name appears on the card and the term cardholder includes the primary customer; the bearer of primary card it also includes the additional cards' bearers.

### 2 Issuance of Card

- 2-1 The use of the card is only restricted to the cardholder and it is subject to these terms and conditions and the card shall remain in force until the expiration date shown on it.
- 2-2 Cardholder must maintain the card and do not let anyone else use it. And the cardholder is committed to keep the Personal Identification Number (PIN) under his supervision and personal responsibility.
- 2-3 The bank keeps a record of the cardholder (the card account) and records the value of goods purchases, services purchases, cash withdrawals, fees and expenses occurred due to the use of the card (Card transactions) and any other obligations on the customer occurred under these Terms and Conditions, and any losses incurred by the Bank because of the use of the card or the card number. An account statement of the amounts that have been recorded on this account will be sent to the customer on the latest address he/she informed to the bank.
- 2-4 Under this Agreement, the bank has the right to issue a primary card and supplementary cards for the spouse, children and parents who is dependent on the customer as supplementary cardholders where the terms and conditions of this Agreement are applicable on the use of any of the cards mentioned above. Wherever the word Card appears in this Agreement, it includes the primary card and the supplementary cards without effect on the rights and powers of the customer. The customer will be responsible for the use of the primary card and the supplementary cards. The Bank has the right to cancel the primary card as well as the supplementary cards at any time, and prompts their return and the customer alone is responsible for the primary card and what is branching of it.
- 2-5 Not receiving the card account statement is not an excuse for the customer for not paying the due amount. The customer can find out the due amounts on the card through the bank toll-free phone or AlJazira Online [www.aljaziraonline.com.sa](http://www.aljaziraonline.com.sa) or by visiting any branch AlJazira Bank.

### 3 Card Account Conditions

- 3-1 The customer is fully responsible for all credit facilities and / or other facilities granted by the bank regarding to the card and all the relevant expenses regardless of ending or termination of this Agreement.
- 3-2 The customer may be provided with copies of sales receipts or cash withdrawals for an extra fee of 10 riyals per page paid by the customer. It may take a period of 30 days to provide copies of sales' receipts after the submission of a written request from the customer to the bank.
- 3-3 All card transactions are recorded against the card account in the currency of the card as soon as the Bank is informed. As for card transactions that are in a currency other than the account currency will be charged to the card account after their conversion into the currency of the account at the exchange rate determined by the Bank from time to time at the recording time.
- 3-4 When the cardholder uses his card on the ATMs, the following terms and conditions will be applied:
- a) The customer is fully responsible for all transactions carried out by using the card in the ATM that accepts the card (And the bank records of those transactions are final and binding for all purposes) based on that, the customer authorizes the bank to keep record of the amounts of any withdrawal or transfer to the current account or any other account using the card whether its use has been done with or without the customer's knowledge or with or without his approval.
  - b) Bank records of transactions carried out using the card at any ATM machine are final and binding on the customer.
  - c) Bank shall not be responsible for any loss or damage occurred directly or indirectly from any defect or failure happens to the card or ATM due to an error committed by the cardholder or others or due to insufficient balance on a temporary basis in those machines or for any other reason outside the bank control unless it is the result of negligence or misuse from the bank.
  - d) The value of a check will not be deposited into the specified account in the card application form unless the value is collected by the bank.
  - e) Any cash deposited into the ATM shall only be considered as received by the bank after verification and it is recorded in the specified account or the card account.
- 3-5 The customer must inform the Bank's services management in writing about any changes to the address and telephone numbers of business / office / home / customer's mobile as soon as possible.
- 3-6 The bank shall not be responsible for any merchants that refuse to accept the card. It also will not be in any manner responsible for the goods or services that are provided to the cardholder and the cardholder must solve any of those complaints directly with the merchants. The bank will not ensure any responsibility in this regard. Any suit from the cardholder against the merchants will not be a subject of claim or compensation against the bank. The bank will not record any refunded amount in the customer's card account, only after passing it under a creditor for the benefit of the customer.
- 3-7 The cardholder is not permitted to use the card in any illegal purpose, including the purchase of goods or services that are prohibited under the laws of the Kingdom of Saudi Arabia and it is not permissible to use the card in purchases or services which are not Sharia compliant. As it is not permissible to use the card in buying gold or silver. In case that happened, the Bank

has the right to cancel the primary card and any other supplementary cards and the customer must pay the due amounts immediately.

- 3-8 The Bank is committed to update the credit record of the customer with the Saudi Credit Bureau (SIMAH) on a regular basis, and if the customer misses to pay any premium amount payable in monthly statement then the amount will appear in the payment status update of the customer at the bank end and at SIMAH, and customer record will not be updated till the customer full settle the due amounts. Note that any default in payment will affect the customer negatively when applying for any credit facilities at any other banks in the Kingdom.

#### **4 Lost or Stolen Cards**

- 4-1 Cardholder must report a lost or stolen card to the banking services management of the bank on the phone No. 8002440606 (from within the Kingdom) or +966 11 431 5656 (from outside the Kingdom). The customer will be responsible for any transactions executed on the card before informing the Bank receiving within a written notice, by telephone or by fax stating the loss or theft of the card.
- 4-2 After the bank receives the notice of the card loss or theft as described in clause 4-1 by the customer addressed to the banking, then the bank stops the card reported as lost or stolen and the customer will not bear any other responsibility after reporting provided that he has reported in good faith and has made every necessary attention and effort to maintain the card. Unless it is proved to the bank that his behaviour was in bad faith, and in case of finding the card, the cardholder must inform the bank immediately and giving the card back to one of the bank branches for the purpose of destroying it, as the cardholder must not try to use it.
- 4-3 Regardless of the violation of any mentioned provision, the customer is responsible for all losses incurred by the Bank as a result of the use of the card by any person who get the card it with the customer's approval.
- 4-4 The Bank may alone and according to its absolute decision to approve the issuance of a replacement card for any lost or damaged card and it will be issued in the same terms and conditions of the lost or damaged card or as may be amended from time to time. The Bank reserves the right to charge a replacement fee at the expense of the customer and inform the customer.

#### **5 Credit Limit**

- 5-1 The bank sets a limit for the credit card facilities (credit limit) and the customer must comply with this limit with complete precision. The bank sets the credit limit based on the bank risk policy and credit criteria , and it is subject to change from time to time according to the sole discretion of the Bank, and the customer should be notify with the credit limit change. The customer can apply for review of his credit limit at any time and the bank has the absolute right to accept or reject without giving reasons.
- 5-2 If the cardholder exceeds the set credit limit, the bank may stop the card immediately without notice to the cardholder thus all amounts of exceeding the limit become due and immediately payable.

#### **6 Payment of the Card Transactions**

- 6-1 The Bank determines , from time to time and in its absolute discretion, the minimum amount that the customer should pay immediately on the payment date specified in the monthly

- statement and it is a certain percentage of the total due amount on the customer's account statement . The bank should inform the customer on time of this minimum due amount that is at least (5% or SR 200, whichever is higher).
- 6-2 The bank sends the monthly card account statement to the customer at the latest provided address by the customer to the bank. The statement has details of the total due amount on the card and contains the amounts of purchases and cash withdrawals. The statement also includes the date where the customer must pay the minimum due amount to the bank. It also includes any previous unpaid amounts of any previous statement and any amount over the credit limit and any other fees as described in the card use instructions.
- 6-3 The customer has the right to choose between paying the minimum due as specified in the statement sent monthly to him or making a full payment of the total due amount. If the customer did not pay the full due amount, this will be considered as an acceptance from the customer to perform Tawaroq process to repay his due at monthly profit margin as mentioned in the price table. Consequently, the Bank will conduct the Tawaroq process with the customer's agent to enable the bank use the funds obtained by the customer from the process of Tawaroq to repay the total due amount on the card account statement. And the total value of the Tawaroq process will be shown in the next card statement. The Tawaroq process will be due in one month, and the customer is required to repay on the due date of the following month.
- 6-4 For the Tawaroq process, the customer in person or through an authorized agent at AlJazira Bank should perform the Tawaroq process with the bank. For this purpose, it has been agreed between the bank and a third party on the implementation of Tawaroq processes on behalf of the bank's customers; primary cardholders who want to repay their cards' dues through Tawaroq. The power of attorney form is available as part of the card application form and the customer has to sign this form if he desired to perform the process through the power of attorney.
- 6-5 In all cases mentioned above , Tawaroq processes is not taken into action except after the grace period (20 days) from the date of issuing the statement, and the customer should not be delinquent.
- 6-6 If the customer fails to pay the due amount on the due date for three consecutive months, the card will be blocked and the bank will not carry out any Tawaroq processes to repay the existing dues owed by the customer for the use of the card.
- 6-7 When payment is made by check, the customer must submit the check seven (7) days before the due date for the possibility of the clearing.
- 6-8 The customer is entitled to issue standard order to deduct directly from his account at the bank (the assigned account) for the payment of the due amount on the due date. The following additional Terms and Conditions apply the on the standard orders:
- a) The customer agrees that the bank reserves the right to determine the priority of any of these standard orders related to submitted checks to the assigned account or any other arrangements made with the bank.
  - b) The customer agrees that any modification or cancellation of any of the standard orders must reach to the bank at least a week prior to the date of the next due payment.
- 6-9 The customer not signing any sales receipts, coupons, cash withdrawals or postal orders, does not excused him of his responsibility towards the bank with regard to such sales, cash withdrawals or postal orders. In case the customer's objection to any amount contained in the

monthly statement, he must inform the bank within 30 days from the date of issuing the statement according to the mechanism instructed by the bank otherwise, the bank does not guarantee the acceptance of the objection on the transaction performed by bank and / or merchant. A dispute fee will be charged as mentioned in the price table in case the objection is not true.

- 6-10 The bank will use any payments made by the customer to repay the commitments occurred from the use of the card towards the bank under these terms and conditions, according to the order in which the bank decides.
- 6-11 In case the customer's objection processed after performing of the Tawaroq process which includes the amounts objected, then the amounts that will be returned to the card account will be valued of the objected transaction and the calculated profit in the Tawaroq process will be deducted.

## **7 Fees and Financial Commitments**

- 7-1 The customer shall pay a non-refundable annual fee. This fee amount varies for different card type as shown in the card fees table.
- 7-2 The Bank charges a fixed fee for each cash withdrawal transaction as mentioned in the price table and it is recorded on the customer's card account regardless of the withdrawn amount, and the maximum amount for each withdrawal transaction is SR 5,000.
- 7-3 The bank must notify the customer of any amendment or change regarding the following matters in this paragraph relating to the credit card Agreement by sending a written notice to the customer within a period of not less than 45 days prior to the amendment implementation, the matters are as follows:
- 1- Any increase in the annual fees and / or administrative expenses that are charged to the customer.
  - 2- Any increase in Tawaroq profit margin.
  - 3- Any change in the methods of calculating Tawaroq profit margin.
  - 4- Any increase in expenditures and / or recurring charges.
  - 5- Any new fees or expenses.
- The customer acknowledges that in case of non-acceptance of the amendments made by the bank and informed them, the bank will treat such refusal as a request for card cancellation, and the bank will not return any amounts paid by the customer in order to obtain the card.
- 7-4 The bank has the right to charge the annual fees mentioned in the price table upon the activation of the card, and in case the customer did not activate the card for three months of the card issuance day, the bank has the right to cancel the card without collecting any fees from the customer and with no legal consequences.
- 7-5 If the customer notifies the bank of his intention to terminate the credit card within 10 days from the date of receiving the credit card that is issued and approved by the bank, it is not allowed for the bank to collect any fees from the customer or even claim it unless the customer uses the card.
- 7-6 Transactions in Foreign Currency: The customer is obliged to pay the Credit card balance to the bank according to the account currency and to the exchange rate determined by Visa / MasterCard and the bank fees for international use as mention in the price table, as well, in the record of the day each purchase or cash withdrawals transaction is made by customer in any foreign currency.

## **8 Agreement Cancellation and Termination**

- 8-1 The Bank may terminate this Agreement with the customer at any time by cancelling the card within 30 business days' notice period specifying a reason or refusing to renew the card. The customer may also terminate the Agreement at any time by written notice to the Bank accompanied by returning the card and any supplementary cards.
- 8-2 All existing amounts owed by the customer become due and payable to the bank when terminating this Agreement. The customer agrees that the bank shall have the right to hold any amounts credited to the current account or any other account maintained by the customer at the bank or any reserved deposits at the Bank as assurance to issue the card and / or the supplementary cards for a maximum period of 45 days after virtually returning the card or any supplementary cards to the bank, and the bank makes clearance for all amounts owed by the customer to the bank versus any amounts on hold without notifying to the customer. Clause will be applied as per SAMA regulations
- 8-3 In the case of the customer bankruptcy, all existing amounts he owes on the primary card and supplementary cards become due and payable immediately under these terms and conditions and supplementary cardholders must immediately stop using those cards and return them to the bank.
- 8-4 The card remains bank property at all times and must be returned to the bank upon request with any supplementary cards the customer is responsible for.
- 8-5 The customer may cancel the related supplementary cards of this Agreement by giving a written notice to the bank accompanied by a returning the supplementary cards and the Agreement shall remain in force until the payment for the card transactions done by using the supplementary cards and all amounts payable under these Terms and Conditions submitted completely to the bank. And if this Agreement is not terminated, the bank will renew the supplementary cards to cardholders from time to time.
- 8-6 If the customer fails - for whatever reason - to comply with the terms and conditions of this Agreement, the bank may terminate this Agreement and ask the customer to pay all outstanding amounts he owes, hereunder. The customer will be responsible for all expenses, fees and expenses incurred by the bank, including legal fees aiming for full compensation.
- 8-7 In case the cardholder did not of perform any purchase or cash transaction using the card for a period of ninety nine months - or any other period decided by the bank – and without any due amount on the card, the bank has the right to cancel the card and terminate this Agreement.

## **9 Authorization and Compensation for the Instructions Issued by Telephone and Fax**

- 9-1 The customer the bank to act in accordance with any notice or instruction, request or any other message that the customer may issue from time to time by phone, fax, or believes it is issued on his behalf (instructions) without the bank inquiry, and without prejudice in the general rules of authorization or the identification of the person who issued the instructions or who is believed to be from him, regardless of the circumstances at the time of issuing the instructions.
- 9-2 The bank may consider the instructions are issued by full authorization of the customer and he is obliged by them. And the bank has the right to take the necessary steps in regard to the instructions whether the instructions provided guidance to pay money, debit from any

- account or related to disposition of any funds, securities, documents shows that the customer is obliged to any other type of transactions or arrangements whatsoever regardless of the nature of the transaction , arrangement or the amount associated with it.
- 9-3 The bank shall not be bound by the terms of this authorization to accept instructions by telephone and fax and act whereby if they contain the following:
- Change in the authorization
  - A change in the person authorized to sign
  - To grant power of attorney to another person or another entity
  - To close the account / accounts and transfer the remaining balances by any means
- 9-4 Under the bank acting according to the terms of this authorization and compensation, the customer undertakes irrevocable pledge to compensate the bank and protect it at all times from and against all losses, claims, lawsuits and legal proceedings, claims, damages, costs and expenses incurred by the bank or borne of whatever nature or causes arising in connection with the instructions.
- 9-5 This authorization and compensation terms remain valid and fully effective until the bank receives a notice of termination from the customer in according to the terms of the authorization on condition that the bank has the time to act accordingly, except that such termination will not relieve the customer from any liability resulting from this authorization.

## **10 General Provisions**

- 10-1 The relationship between the customer and the businesses, merchants or companies who accepted the card, and the bank is an ensuring relationship where the bank insure to the businesses, merchants or companies who accepted the card the debt owed by the customer as a result of using the card under the provisions of this Agreement.
- 10-2 The bank may, upon its sole discretion, to transform and disclaims, and in any capacity, partly or wholly for any amounts owed by the customer, and the customer should pay all unpaid amounts and if necessary to claim payments through collecting agents or recourse to the law for the force for the payment.
- 10-3 The customer must provide the bank with data about his financial status when requested by the Bank. The customer also authorizes the bank to verify the validity of such data and in case of failure to provide such data to the bank upon request, the bank may –upon its sole discretion- refuse to renew or cancel the card immediately.
- 10-4 Using the card on the Internet is a complete responsibility of the customer/ cardholder. Note that the using the card by its number and PIN code is considered as a signature of the customer/ cardholder to perform the transaction.
- 10-5 The customer authorizes the bank to send customer's and supplementary cardholders' data declaration and primary card and supplementary cards accounts details to Saudi Arabian Monetary Agency (SAMA), banks and the concerned authorities. The customer authorizes the bank to get and / or disclose to the Saudi Credit Bureau (SIMAH) or any other certified parties by the Saudi Arabian Monetary Agency such information may be required by the Bank at its discretion to prove, review or mange the account / facilities at the bank.
- 10-6 The customer approved in an irrevocable consent that the bank may at its discretion exchange any information or data regarding the customer and / or cardholder or his transactions with any member or associate member, (Including the purpose of preventing fraud, auditing, or

- the providing services by a third party, collecting a debt or pursuant to a request of any government organizations or regulatory authorities).
- 10-7 The customer approved in an irrevocable consent that the bank may assign to a third party the process of providing services to the customer or any part of it, whether this third party works or does not work within another judicial jurisdiction or any other area. The bank will remain responsible to the customer for any refundable losses or damages incurred and to maintain the confidentiality of this information just as carried out by the bank.
- 10-8 The bank may record telephone calls of the customer and the cardholder and archive the calls.
- 10-9 The customer authorizes the bank without notice to combine the payable due amounts on the card account with any other account maintained by the customer at the bank and to conduct clearing or transfer any other of the customer 's payable accounts balance to meet his obligations to the Bank in accordance with these terms and conditions. Clause will be applied as per SAMA regulations
- 10-10 This Agreement replaces any similar Agreement previously signed by the customer with the bank regarding the issuance or card (cards) usage and previous Agreements are considered cancelled.
- 10-11 The bank reserves, at all times, the right to change or amend the terms and conditions set forth above or enter new terms and conditions and any change or amendment shall become effective and binding upon the customer after notifying him by any communication channel that the bank see it appropriate . In case of the customer's not accepting any of such amendments or changes he must return the card with the supplementary cards to the bank to cancel them within 30 days of notification. The customer must pay the outstanding amounts he owes to the bank for transactions done by using that card or supplementary cards before returning the card and any supplementary cards to the bank within 5 days from the card/cards returning date.
- 10-12 The bank shall not be responsible for any loss incurred by the customer in the event of the bank prevents or delays providing the customer and the cardholder with banking services or any other services because of an events and reasons of force majeure like turmoil, the publication of regulations, decrees, directives , regulations or the provisions of the concerned authorities or any reasons beyond the bank control.
- 10-13 The customer remains responsible for the charged fees if the bank could not, for any reason mentioned in item 12-10, and bank provides or sends an account statement of for the customer.
- 10-14 The Bank, at any time, may request any document (documents) from the customer or the cardholder that the Bank deems necessary to enforce this Agreement or any of the transactions to be conducted using the card by the customer or the cardholder.
- 10-15 The customer shall update personal identification data (ID) approved in his own card account records at the bank and the personal identification data (ID) must be always valid and the bank shall not be responsible for the blocking of the card as a result of the violation of this obligation.
- 10-16 The customer shall update his personal contact data like mailbox and mobile number with the bank records for the card account and the bank shall not be responsible for failure to inform the customer of any amendments thereto this Agreement as a result of a violation of this obligation.

- 10-17 This Agreement is subject to and interpreted in accordance with the rules and regulations in force in the Kingdom of Saudi Arabia and any dispute will be transferred to the concerned judicial authority for its rule without contradicting the provisions of Islamic Sharia.
- 10-18 The card must be signed by the customer and cardholder at the back of the card as soon as he receives it.
- 10-19 The customer agrees to receive text messages SMS for the financial and non-financial transaction on the card account, in addition to the SMS related to special promotion and / or campaign for the credit card or personal finance or mortgage or any of the retail banking products.
- 10-20 The customer agrees to receive calls from the bank for promoting banking products (all retail products and services), and authorizes the bank to inquire and get any information that belonged to the customer from Saudi Credit Bureau (SIMAH) as an initial acceptance for the product after providing the customer with all information about the product or / and service.
- 10-21 The Arabic language is the authorized language in interpreting and executing this Agreement. If there is any discrepancy between Arabic and English text, the Arabic text prevails.