

Gulf Bank Credit Cards (Visa/MasterCard) Terms and Conditions of issuance and usage

The terms and conditions mentioned herein, as well as their amendments from time to time, constitute the terms of issuance, usage and the entire Agreement between the Cardholder and the Bank, and shall apply once the Cardholder signs this Agreement. 1) Definitions relevant to this Agreement shall mean the following:

- a) Agreement: shall mean the terms and conditions mentioned below and their amendments from time to time including the application form.
- b) Account Statement: shall mean the monthly statement that is sent from the Bank to the Principal Cardholder on monthly basis, which clarifies all the operations and entries that occurred on the Card Account during the previous month of the Account Statement issuance.
- c) ATMs: shall mean all the Automated Teller Machines that work electronically, which facilitate to the Cardholder doing some banking operations through them by using the Card.
- d) Bank: shall mean Gulf Bank KSC, its successors and assignees.
- e) Business Day: shall mean, the official working days of the banks in the State of Kuwait; commencing from Sunday until Thursday of every week except weekends and official vacations.
- f) Card: shall mean the Credit Card (Visa/MasterCard) issued from the Bank – whether the Principal Card and/or the Supplementary Cards if any was issued according to the request of the Principal Cardholder.
- g) Card Account: shall mean the account that will be opened with the Bank in the name of the Principal Cardholder, in which all the operations of withdrawals and purchases made by the Cardholder shall be registered as well as registering any deposits.
- h) Card Duration: shall mean the validity period of the Card which is stated on the Card.
- i) Cardholder: shall mean the Principal Cardholder and/or the Supplementary Cardholder.
- j) Charges & Fees: shall mean all the charges and fees set by the Bank for the issuance, usage and/or renewal of the Card as mentioned in details in Article (3) of this Agreement and its amendments from time to time.
- k) Kuwaiti Dinars: shall mean the official currency used in the State of Kuwait.
- l) Merchant: shall mean any of the merchants, companies, establishments, commercial shops and/or any other entity that accepts dealing by virtue of the Card to settle the price of any purchases or performed services and/or accepts cash withdrawals on the Card.
- m) Operation: shall mean any use of the Card, Card number and/or PIN Code.
- n) PIN Code: shall mean the Personal Identification Number which is issued by the Bank to the Cardholder and identifies the card through the Automated Teller Machines (ATM) and POS.
- o) Points of Sales (POS): shall mean those electronic devices that facilitate to the Cardholder to settle the value of the purchases from the Merchants using the Card.
- p) Principal Card: shall mean the credit card (Visa/MasterCard) issued for the principal Cardholder (Bank customer).
- q) Principal Cardholder: shall mean the applicant for a credit card (Visa/MasterCard) (Bank customer), the user of the Principal Card and the owner of the Card Account.
- r) Settlement Date: shall mean the business day determined by the Bank to settle the due balance on the Card Account or pay the minimum payment indicated in the Account Statement.
- s) Supplementary Card: shall mean any additional credit card issued upon the request of the Principal Cardholder to be used by the Supplementary Cardholder.
- t) Supplementary Cardholder: shall mean the person who is authorized from the Principal Cardholder to use the Supplementary Card.

2) Use of the Card:

- a) The Cardholder is obliged to add his/her signature at the designated place specified for signature on the Card immediately after receiving the Card. The Cardholder undertakes his/her commitment to all the instructions issued from the Bank concerning the Card usage and preservation.
- b) The Cardholder may only use the Card within the established credit limits, which include the transactions already authorized but not updated on the account.
- c) The Principal Cardholder is responsible to settle all the amounts and fees that are registered on the Card Account, including all the amounts occurred by the Supplementary Card(s).
- d) It is agreed that all Card usage inside the State of Kuwait shall be in Kuwaiti Dinars; and all the due amounts of the transactions, charges and fees shall be directly deducted from the Card Account automatically. For any usage of the Card outside the State of Kuwait, the amounts charged shall be converted from the foreign currency to Kuwaiti Dinars and the

Principal Cardholder shall be responsible to settle the exchange rate differences and any fees set by the Bank and/or any other fees applied by Visa/MasterCard card organization.

- e) Cards will automatically be renewed according to the Bank's discretion. If the Cardholder does not wish to renew a Card, he/she must notify the Bank in writing by at least 60 (sixty) days prior to the expiry date. The Bank shall not refund the renewal fees if the Cardholder notifies the Bank after the aforementioned period.
- f) The Cardholder shall remain liable for transactions executed prior to the expiry date of the Card although billed subsequently.
- g) The Cardholder undertakes not to use the Card for any illegal purposes. Furthermore, the Cardholder is prohibited from purchasing goods and services prohibited by local laws which are applicable in the Cardholder's jurisdiction.
- h) All executed transactions through POSs and/or ATMs are considered the sole responsibility of the Cardholder and the Cardholder may not revert back to the Bank in this concern or claim from the Bank the amounts of such executed transactions. Furthermore, the Bank shall not be held responsible if the withdrawals and/or payments were not completed by the ATMs or the POSs.
- i) The Bank shall not be held responsible for or be a party to any dispute(s) that may arise between the Cardholder and the Merchant concerning the sold goods and/or services provided by the Merchant to the Cardholder.

3) Credit limit and charges

- a) The Bank will determine and notify the Credit Limit to the Cardholder from time to time.
- b) The Bank shall have the right to deduct in advance the annual renewal non-refundable fees following the lapse of the first year of free issuance of the Card(s). The Bank reserves the right to review and change the applicable fees and charges at any time during the term of this agreement.
- c) No interest or fee shall be charged (excluding the excess to Credit Limit fee) to any item of the Account Statement in the event the Cardholder settles the total balance shown on the Account Statement on the settlement date shown in the Account Statement. In case of partial settlement, interest and fees shall be charged to the Card Account on the remaining outstanding balance; except for Cash withdrawal transactions, interest will be calculated from date of transaction.
- d) A charge up to 5% with a minimum of KD 1 shall be debited on the Card Account for any Cash withdrawal transaction.
- e) The Bank may change the fees at its sole discretion, and the Bank shall notify the Cardholder of this change.
- f) Charges will apply on the Credit Limit Enhancement according to the announced rate at the Bank from time to time.
- g) The following services will be subject to charges as per the announced rates by the Bank from time to time (Transaction Copy Request/ Copy of the Account Statement/ Replacement of Card for any reason (damage, theft or loss)).

4) Repayment:

- a) The Cardholder may pay the total outstanding amount due on the Card Account at any time. Such payments shall be made by any method accepted by the Bank.
- b) If the Cardholder does not wish to pay the total outstanding amount due on the Card as shown on the Account Statement, the Cardholder shall be charged 8.33% of the due balance or KD 10 whichever is higher. However, the Cardholder may pay partial payments exceeding this amount.
- c) By virtue of this Agreement, the Cardholder authorizes the Bank to debit the minimum due payment on the settlement date or on any other subsequent day by debiting any of the Principal Cardholder's accounts with the Bank or with any other bank.
- d) All the due amounts by virtue of this Agreement shall be payable in full if the Principal Cardholder dies, or if the Cardholder breaches any of this Agreement terms. The Bank may take all legal procedures to collect any debt resulting from this Agreement without prior notice to the Cardholder. Accordingly, the Bank may set off any amount due under the Card Account against any other credit balance available in the Principal Cardholder's account or the Supplementary Cardholder's account with the Bank.
- e) The Cardholder shall not have the right to request the Bank to provide him/her with the original and/or copies of the invoices or dispute any transaction after the lapse of ninety (90) days from the date of the transaction.
- f) By virtue of this Agreement the Cardholder authorizes the Bank to claim all the amounts due on the Card Account according to the sole discretion of the Bank, from any other accounts owned by the Cardholder and kept with other banks. The Cardholder further

authorizes the Bank to provide other banks with a copy of this Agreement to prove the Cardholder's authorization to the Bank.

g) The Cardholder is obligated to maintain an adequate balance in his/her account with the Bank to be able to settle any due amounts on the Card.

h) The Bank reserves the right to suspend the Card use if the Principal Cardholder does not pay the minimum amount due to the Bank. In such event the Bank may suspend or cancel the Card without providing any prior notice to the Cardholder; and the total outstanding due balance must be paid to the Bank. The Bank shall have the right to take all the appropriate legal procedures to collect such outstanding balance from the Principal Cardholder.

i) The Bank shall have the right to appoint collection agencies and/or collectors to collect the Bank dues from the Principal Cardholder; accordingly the Cardholder authorizes the Bank to disclose any and/or all the Cardholder's data to such collection agencies and/or collectors for the purpose of collecting the due amount to the Bank.

5) Bank's statements and records:

a) The Bank will send to the Principal Cardholder monthly an Account Statement which clarifies all the credit and debit amounts that occurred on the Card Account during the previous month of issuing the Bank Statement including all the operation that occurred by virtue of the Card.

b) The Principal Cardholder undertakes that Account Statements issued by the Bank and sent to the Principal Cardholder on his/her address, as kept in the Bank's records, are correct and considered to be conclusive evidence of all the amounts due on the Principle Cardholder to the Bank, unless the Cardholder protests on any of such amounts within twenty five days from the date such statement was sent. Any protest shall only be limited to the amounts the Cardholder protested on, where any remaining due amounts must be paid on the settlement date mentioned in the statement or otherwise applicable charges will be accumulated.

c) If the Principal Cardholder does not receive the monthly Bank statement within fifteen days from the date it was agreed to send such statement on, the Principal Cardholder must request the Account Statement within a week following the lapse of such fifteen days. If the Principal Cardholder does not make such request, he/she shall not be entitled to claim non-receiving such statement and/or protest what the Account Statement or Card Account contained and shall be responsible for the payment of all amounts stated in the account in addition to any interest and charges applied in accordance with this Agreement.

6) Withdrawal of facilities:

a) The Bank may at any time – without any responsibility on the Bank or providing prior notice to the Principal Cardholder – cancel all the credit facilities given to the Principal Cardholder and request him/her to repay the outstanding amount due to the Bank and return the Principal Card as well as any Supplementary Card(s).

b) The Bank shall not be liable if any authorization requests are declined, any transaction is not completed or if a Card is not accepted for payment in a certain transaction, nor for any loss or damage resulting from the use of the Card.

c) All Cards issued by virtue of this Agreement are the sole property of the Bank and if the Bank requests their return, the Cardholder must return them immediately.

d) In the event the Bank suspends the facilities provided to the Cardholder by virtue of this Agreement, the liabilities and obligations of the Cardholder as mentioned in Clause 9 of this Agreement shall continue to be binding.

7) Termination of this Agreement:

a) Either party may terminate this agreement by giving a written notice to the other party. This termination will only be effective once all the cards issued to the Cardholder have been returned and all amounts incurred on the cards (whether by the use of the card(s) or by adding the applicable fees and charges or any other amounts charged on the card(s)) are paid.

b) Should the Bank offer the Cardholder the Principal Card as a promotion without any fees and/or charges for the issuance of such Principal Card, the Cardholder shall be obliged to pay the issuance fees for such Principal Card if the Cardholder decides to terminate or cancel the Card within the first year of its issuance.

8) Safeguarding the Card and PIN:

a) The Cardholder is fully responsible for the Card and undertakes to safeguard the Card. If the Card is stolen or lost, the Cardholder shall be liable and responsible for all consequences arising out of the misuse of the Card by third parties. In such events, the Cardholder shall be

obligated to inform the Bank immediately to stop the Card access.

b) The Cardholder must keep and safeguard the Card and the PIN separately in a safe and secured place.

c) The Cardholder should not allow any other person to use the Card.

d) The Cardholder should not write the PIN on the Card.

e) If the Cardholder discovers that the Card is (lost, stolen or being misused), he/she must inform the Bank immediately by calling the Bank/ Cards Department on (1805805) which is available 24/7 and during official holidays; the Cardholder must within 7 days of the incident submit a written confirmation of the incident to the Bank or visit any of the Bank branches during the business official time. In the event the Cardholder does not comply with the above mentioned procedures, he/ she will be fully responsible for all and any damages or losses that may occur for neglecting to inform the Bank; and the Bank shall not be liable in this regard.

f) The Cardholder shall notify the Bank in case he or she changes his/her residential address. If the Bank is not notified of such change of address, the Bank shall use the existing address as provided by the Cardholder and any served or sent notices to such address will be considered legal and served.

g) The Cardholder must take all necessary precautions to keep safe and prevent any fraudulent and/or unauthorized use of the Card(s) and the Personal Identification Number(s)(PIN) of the Card(s):

The Cardholder must:

1. Keep the Card(s) and the PIN in a secured place;
2. Never allow any other person to use their Card(s);
3. Never write the PIN on the Card(s) or in any way or place that can be seen or understood by someone else;
4. Ensure that no one hears or sees the PIN when the Cardholder is using such PIN;
5. Never record the PIN on any software that retains information automatically.

Cardholder must notify the Bank immediately if the Card(s) or the PIN is lost, stolen or misused at any time during the Bank's business hours either by calling (1805805) or by reporting the lost, theft or misuse to any of the Bank's branches otherwise the Bank shall not be responsible or liable for any losses or damages resulting directly or indirectly or in connection with such loss, theft or misuse.

9) Liability:

a) If the Card is used by any person, whether he/she acquired its possession with or without the Cardholder's consent; the Principal Cardholder will remain liable for all transactions arising from the Card use. The Bank may request from the Cardholder to report to the police and submit a copy of the police report to the Bank.

b) By virtue of this Agreement, the Cardholder's liability will continue until the full settlement of the outstanding balance of the Card Account and shall extend for 60 days from the date of returning the Card to the Bank or the expiry date of the Card.

c) The Cardholder will be obligated by all the instructions issued by the international VISA/MasterCard Organization, and their amendments from time to time.

d) The Bank shall not be held liable for any damages that may arise as a result of any malfunction occurred to any electronic device or for any reason that may happen beyond the Bank's control.

10) Modification:

a) The Bank may modify this Agreement at any time and may add or cancel any terms, services, charges and/or fees for any service rendered under this Agreement, without any protest from the Cardholder.

b) The Bank makes no commitment to grant any additional facilities or services not included in this Agreement.

11) Supplementary Cardholder:

The terms and conditions of this Agreement shall be valid and binding on any Supplementary Cardholder.

12) General Terms:

a) This Agreement is governed by the Laws of the State of Kuwait. The courts of the State of Kuwait shall have the sole jurisdiction to settle any disputes arising in connection with this Agreement.

b) I request the Bank to provide me with the SMS Service/The terms and conditions of the SMS Service and any amendments thereof shall apply.

c) This Agreement is drafted in both Arabic and English languages. If there will be any conflict in interpreting any of the provisions therein between the two used languages, the interpretation according to the Arabic language shall prevail.

Upon my signature on this application form, I acknowledge and agree to all terms and conditions included in this Agreement as well as to the rules governing the use of all Cards issued to me by Gulf Bank KSC.