

## TERMS & CONDITIONS GOVERNING UBL CREDIT CARDS

In consideration of the United Bank Limited, Dubai (hereinafter called "the Bank") agreeing to make available a Card (as hereinafter defined) to the applicant (hereinafter called "the Card member") at the Cardmember's request, the Cardmember hereby agrees to the following terms and conditions:

### 1. DEFINITIONS

In this Agreement where the context so admits the following expressions shall have the meanings herein designated unless otherwise distinguished:

- a) "ATM" means an automated teller machine or any card operated machine or device whether belonging to the Bank or other anticipating bank or financial institution nominated from time to time by the Bank, which accepts the Card.
  - b) "VAT" means (a) value added tax imposed on the supply of goods or services under Federal Decree No. 8 of 2017 of the United Arab Emirates and the related executive regulations and (b) any other tax of a similar nature, whether imposed in the UAE in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere, including any consumption tax, sales tax, value added tax or other tax of a similar nature which is imposed in any jurisdiction from time to time."
  - c) "Bank" means United Bank Limited.
  - d) "Primary Cardmember" means the person other than a Supplementary Cardmember who is issued a Primary Card and to whom the Card Account is first opened by the Bank.
  - e) "Primary Card" means a Card belonging to a Primary Cardmember.
  - f) "Card" means United Bank MasterCard credit card issued by the Bank to the Cardmember and includes Primary, Supplementary and Replacement Cards.
  - g) "Card Account" means the United Bank limited MasterCard credit card account opened by the Bank for the purpose of entering all credits and debits received or incurred by the Basic Cardmember and the Supplementary Cardmember, if any under these Terms and conditions.
  - h) "Cardmember" means the person who United Bank limited MasterCard credit card is issued by the bank and includes the Primary Cardmember and any Supplementary Card member.
  - i) "Card Transaction" means any Cash Advance made by a bank or the amount charged by the Bank or any Merchant for any goods, service, benefit or reservation (Including, without limitation, any reservation made by the Cardmember for air. Ship, rail motor or other transportation or hotel or other lodging or accommodation or other transportation rental or hire, whether or not utilised by the Cardmember) obtained by the use of the Card(s) or the Cardnumber(s) or the PIN or in any other manner including, without limitation, mail, telephone or facsimile orders or reservations authorised or made by the Cardmember, regardless of whether a sales or Cash Advance or other voucher or form was signed by the Cardmember.
  - j) "Cash Advance" means any amount lent to the Cardmember by the Bank or any other bank or financial institution whether in cash or other form of payment.
  - k) Cash Advance Fee means the charge detailed in Clause 5.4
  - l) "Charges" means any amount payable by the Cardmember arising from the issue or use of the Card(s) or the Cardnumber or the PIN or otherwise under these Terms and conditions and includes without limitation, all Card Transactions, fees, charges interest, expenses, damages and legal costs and disbursements.
  - m) "Credit Limit" means the maximum debit balance permitted by the Bank for the Card Account for the Primary Card and the Supplementary Card, if any, and as notified to the Primary Cardmember from time to time.
  - n) "Current Balance" means the total debit balance outstanding on the Card Account payable to the Bank according to the Bank's records on the date the Statement of Account is issued.
  - o) "Finance Charge" means the charge referred to in Clause 4.5.2.
  - p) "Merchant" means any person supplying goods and/or services who accepts the Card of the Cardmember as a means of payment or reservation by the Cardmember.
  - q) "Minimum Payment Amount" means the payment required to be made by the Cardmember under clause 4.5.1 hereof.
  - r) "Month" means calendar month.
  - s) "Payment Due Date" means the date specified in the Statement of Account by which date payment of the Current Balance or any part thereof or the Minimum Payment Amount is to be made to the Bank.
  - t) "PIN" means the Personal Identification Number issued to the Cardmember to enable the Card to be used at an ATM for a Cash Advance.
  - u) "Replacement Card" means a further Card issued to an existing Cardmember to replace an existing card.
  - v) "Statement of Account" means the Bank's monthly or other periodic statement of account sent to the Primary Cardmember showing particulars of the Current Balance incurred by the Primary Cardmember and the Supplementary Cardmember, if any and payable to the Bank.
  - w) "Supplementary Cardmember" means the person who is issued a Supplementary Card.
  - x) "Supplementary Card" means a Card belonging to a Supplementary Cardmember.
- Words importing only the singular number shall include the plural number and vice versa.
  - Words importing any gender shall include all genders.
  - Words importing person shall include a sole proprietor, partnership firm, Company Corporation or other entity.
  - The headings to the clauses herein shall not be taken into consideration on the interpretation or instruction of the Terms and Conditions.

### 2. COLLECTION OF THE CARD

- 2.1 The Card may be collected by the Cardmember or sent by post to the address notified to the Bank by the Card member at the risk of the Cardmember.
- 2.2 Upon receipt of the Card, the Cardmember shall call the Bank on the number specified in order to activate the Card. The Cardmember shall identify himself and advice of his account number and any other confidential information which the Bank may require. The Cardmember consents to the recording on his telephone call with the Bank and accepts that such record may be used by the Bank as evidence in a court of law or any legal proceeding. The Cardmember's signature is proof of delivery and shall constitute receipt of the Card(s).
- 2.3) Upon receipt of the Card, the Cardmember shall sign the Card immediately and such signature and/or the use of the Card shall constitute binding and conclusive evidence of the confirmation of the Cardmember to be bound by these Terms and Conditions notwithstanding that the Bank is not notified of the Cardmember's receipt of the Card. In the event that the Cardmember does not wish to be bound by these terms and conditions, the Cardmember shall cut the Card in half and return both halves to the Bank and Clause 8 hereof shall henceforth be operative.  
The signature of the Cardmember shall not constitute a necessary element for the validity or the binding effect of these terms and conditions.
- 2.4) The Card is and will be, at all times the property of the Bank and shall be surrendered to the Bank immediately upon request by the Bank or its duly authorized agent. The Bank reserves the right to withdraw the Card at its absolute discretion and / or terminate the Card with or without (as it in its absolute discretion deems fit) prior notice and in whatever circumstances it deems fit.
- 2.5) The Card is not transferable and shall not be used excessively by the Cardmember. The Card may not be pledged by the Cardmember as security for any purpose whatsoever.

### 3. USE OF THE CARD

- 3.1) The Card is issued for use in connection with the facilities made available by the Bank from time to time at its absolute discretion including, but not limited to the following.
    - (a) The payment for any purchase of goods and/or services, which payment may be charged to the Card Account. (b) any ATM transaction effected through the Cardmember's other account:
    - (b) Cash Advances, as set out under clause 5 hereof; and/or
    - (c) Other facilities, subject to prearrangement with the Bank, if applicable.
  - 3.2) Where an ATM facility has been incorporated in the Card the Cardmember shall be responsible for all transactions whether processed with the Cardmember's knowledge or by his express or implied authority. The Cardmember hereby authorises the Bank to debit his account with the amount of any withdrawal in accordance with the record of transaction. The Cardmember accepts the record at transaction as conclusive and binding for all purposes.
  - 3.3) The Bank may Issue a PIN to the Cardmember for use at any ATM which will accept the Card. The Cardmember agrees that:
    - (a) The PIN may be sent by post to the Cardmember at his risk:
    - (b) The Cardmember shall not disclose the PIN to any person and shall take all possible care to prevent discovery of the PIN by any person, and
    - (c) The Cardmember shall be fully liable to the Bank for all Card Transactions made with the Pin Whether with or without the knowledge of the Cardmember.
  - 3.4) Any deposits effected through the use of the Card on any ATM Installed by the Bank, whether by cheques or by cash, shall be subjected to verification by two bank employees whom the Bank may in Its absolute discretion appoint and authorise. The amount so verified by the said two employees of the Bank shall be deemed to be the correct amount of the deposits so affected. Cheque deposits will be accepted for collection only and the proceeds thereof shall not be available for use until the cheque has been collected and cleared.
  - 3.5) Notwithstanding that the Cardmember's Credit limit has not been exhausted, the Bank shall be entitled to, at any time and without prior notice and without giving any reason and without liability towards the Cardmember, withdraw and restrict the Cardmember's right to use the Card or to refuse to authorise any Card Transaction.
- ### 4. PAYMENT
- 4.1) The Cardmember agrees to pay to the Bank upon the request of the Bank the annual fee as prescribed by the Bank for the Card and the annual fee as prescribed by the Bank for each Supplementary Card when issued or renewed. A handling charge, as prescribed by the Bank, is payable by the Cardmember to the Bank immediately upon the request to the Bank for the issue of a Replacement Card. Additional charges, as prescribed by the Bank, are payable by the Cardmember to the Bank immediately upon the request of the Bank for the provision of copies of sales/cash advance drafts and any further services the Bank may provide from time to time. The Bank may, from time to time, by giving prior written notice to the Cardmember, change the amount of fees or charges payable by the Cardmember under this Agreement and the period of time within which the fees or charges are payable by the Cardmember under this Agreement. Such changes shall be paid from the effective date specified by the Bank.
  - 4.2) The Cardmember undertakes to stay within the prescribed Credit limit assigned/ established by the Bank for the Cardmember unless prior approval to exceed this Limit it is obtained by the Cardmember from the Bank and the Cardmember further undertakes to effect no purchases or transactions which may cause the aggregate outstanding balance of the Cardmember's obligations to the Bank under all such purchases and transactions to exceed such Credit Limit. If, in contravention of this provision, the Cardmember exceeds the Credit limit, the Cardmember shall, in addition to the amounts payable under Clause 4.5 hereof, forth-with pay to the Bank, immediately upon demand

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by the Bank, the full sum by which the Credit Limit is exceeded. In the event of a failure by the Cardmember to pay to the Bank the full sum demanded as aforesaid, the whole outstanding balance on the Cardmember's Account shall become immediately due and payable and the provisions of Clause 8.8 shall be applicable.

4.3) All payments to be made by the Cardmember shall be in the billing currency of the Card Account. If payment is made in any other currency, the Cardmember shall pay the Bank all exchange, commission and other charges or losses charged or incurred by the Bank in converting such payment to the billing currency. Such conversion shall be effected at such rate of exchange as may be conclusively determined by the Bank as at the date that it is recorded in the Account. Any payment made to the Bank by the Cardmember in the billing currency of the Card Account will be credited to the Card Account only on the date of the Bank's posting of the funds to the Card Account in Dubai and where payment is made in any currency other than the billing currency, such payment shall be credited after the date when such payment is converted into the billing currency or when the relevant funds have been received for value by the Bank in Dubai and assigned to the Card Account.

4.4) The Bank shall be entitled to treat the following as evidence of a debt properly incurred by the Cardmember to the debited to the Card Account any sales draft, transaction record, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of embossed information printed on the Card and duly completed; and/or the Bank's record Cash Advances or of any other transactions effected by the use of the Card including but not limited to transaction effected via mail order or via the telephone.

4.5.1) Payment of the Current Balance as specified on the Statement of Account in FULL is due and payable not later than the date specified on the Statement of Account and the Cardmember shall incur no Finance Charge if payment of the Current Balance is received by the Bank on or before the Payment Due Date. The Cardmember may choose not to settle the Current Balance in full, in which case the Cardmember must, on or before the Payment due Date pay:

(a) if the Current Balance does not exceed the Credit limit, 5% of the Current Balance or Dhs 100/-, whichever is the greater ("herein after referred to as "the Minimum Payment Amount"): or

(b) Subject to Clause 8.8 hereof, if the Current Balance exceeds the Credit Limit, the Minimum Payment Amount and the excess over the Credit Limit.

4.5.2) Subject to Clause 8.8 hereof. If the previous Minimum Payment Amount and/or the excess over the Credit Limit specified in the previous statement is not paid in full, the Bank may in its absolute discretion and without prejudice to any of its rights hereunder allow the Cardmember to pay:

(a) if the Current Balance does not exceed the Credit Limit, the current Minimum Payment Amount and the previously unpaid Minimum Payment Amount; or

(b) If the Current Balance exceeds the Credit Limit, the current Minimum Payment Amount and the previously unpaid Minimum Payment Amount and the excess over the Credit limit:

4.5.3) If the Cardmember pays to the Bank, by the Payment Due Date, less than the Current Balance or if no payment is made or if payment is not in FULL, or if payment is made but AFTER the due date or subject to Cash Advance, a Finance Charge at the rate of 1.8% per month calculated on a daily basis will be applied:

to the Current Balance until any repayments are credited to the Card Account and THEREAFTER on the reduced balance, and to any Card Transactions effected since the date when the latest Statement Of Account was issued with effect from the Date(s) of the Transaction(s).

4.6) If the Cardmember fails to pay the Minimum Payment Amount by the Payment Due Date, a further charge of AED 100 shall be debited to the Card Account.

4.7) All payments for purchases of goods and/or services and Cash Advances effected by the use of the Card and all Charges, annual fees, handling charges, additional charges, Finance Charges and/or late payment charges shall be debited to the Account in the billing currency and shall be reflected in the Statement. The Bank shall be entitled, at its sole discretion, from time to time, to vary the rate or method of calculation of the charges, annual fees, handling charges, additional charges, Finance Charges the specified Minimum Payment Amount and/or late payment charges.

4.8.1) All payments received by the Bank from the Cardmember may be applied in the following order of payment, or such other order of priority, as the Bank may think fit:

(a) All unpaid interest, fees, Cash Advances, Charges and other costs shown on any previous Statement of Account.

(b) All unpaid interest, fees, Cash Advances, charges and other costs shown in the current Statement of Account.

(c) All unpaid Card Transactions shown on any previous Statement of Account;

(d) All Card Transactions shown on the current Statement of Account.

(e) All Cash Advances and Card Transactions not yet shown on the current Statement of Account.

4.8.2) All payments and credits may, unless otherwise decided by the Bank, be applied by the Bank first to the outstanding amounts that have been billed to the Card Account for the longest period of time.

4.8.3) "UBL reserves the right to charge, collect and/or deduct an amount equivalent to any applicable VAT, or other applicable taxes and duties from the Primary Cardmember / Supplementary Cardmember and/or the Primary Cardmember/Supplementary Cardmember's account(s) at any time in respect of any charge, commission or fees. The Cardmember/Supplementary Cardmember hereby agrees to pay the amount of applicable VAT and similar taxes/duties in addition to and at the same time as any applicable charges, commissions and fees."

4.9) Without prejudice to the Bank's rights at any time to take the appropriate legal action, the Bank may charge fees for any returned unpaid cheques drawn by the Cardmember in full or partial payment of the outstanding balance.

4.10) If a Transaction disputed by the Cardmember is subsequently proven to have been originated by him, the Bank retains the right to charge-back, as from the date when the Transaction took place, the Transaction amount along with a Finance Charge and any additional fees and expenses incurred by the Bank in the investigation thereof.

4.11) The Bank's acceptance of late payments or partial payment or cheques or money orders marked as constituting payment in full or otherwise of the Card Account or any indulgence granted by the Bank in the failure to collect the amounts due from the Cardmember as and when they are so entitled under this Agreement shall not operate as a waiver by the Bank nor modify this Agreement in any respect nor prevent the Bank from later enforcing any of its rights under this Agreement to collect the amounts due hereunder

4.12) The Cardmember hereby expressly agrees that if any sums shall be due from the Cardmember to the Bank at any time under the Card Account or if the Cardmember shall be liable to the Bank on any banking account or any other account current or otherwise, in any manner whatsoever, or if default is made by the Cardmember in relation to such accounts or in any other banking facilities granted by the Bank, to the Cardmember, then and in such event the whole outstanding balance of the Cardmember's Account shall become immediately due and payable and the provisions of Clause 8.8 hereof shall be applicable.

4.13) Notwithstanding the exercise by the Bank of any of its rights hereunder, interest, Finance Charges and payment charges at the rates stipulated in clauses 4.5, 4.6 and 5.3 hereof shall continue to be chargeable on any of the sums of money which remain due and unpaid after the exercise of any of the Bank's rights and in the event that a Judgement is obtained in relationship to any sum wherein it is adjudged that any sum of money be paid to the Bank Interest, Finance Charges and late payment charges shall be payable on such sum of money so adjudged to be payable to the Bank from the date of such judgment until the date of full payment thereof.

4.14) The Bank may, in its absolute discretion, demand as a condition for the approval of any application to obtain a Card, that the applicant deposits an undated cheque and/or pledges cash collateral in favour of the Bank for any amount which the Bank may require, The Bank may at any time, demand that the Cardmember deposits an undated cheque in favour of the Bank for the amount which the Bank may require even where such a cheque and/or pledge of cash collateral was not demanded when the Card was issued to the Cardmember. The Cardmember has authorised the Bank to insert the date of the said cheque and to present it for payment on the inserted date against any amount due to the Bank

4.15) any cash deposits may only be regarded as having been received by the Bank upon the same being credited to the Card Account.

4.16) any cheque deposits shall be accepted for collection and the proceeds shall not be available until the cheque has been cleared and the proceeds paid to the Bank by the paying bank.

4.17) A Cardmember may choose to effect payment by depositing cash or cheques in any of the ATMs designated by the Bank. The Bank shall not be liable for any loss or delay caused by the use of the ATM Cheques deposited at an ATM shall only be credited to the Card Account after verification by the Bank (which verification shall be conclusive and binding against the Cardmember) and any statement issued on making a deposit shall only represent what the Cardmember purports to have deposited and shall in no way bind the Bank as to its correctness.

4.18) The Cardmember agrees that the records of the Bank of any Transaction effected by the use of the Card shall be conclusive and binding on the Cardmember for all purposes.

4.19) A Cardmember will not be allowed to transfer funds from one card account to another in settlement of the dues of a Card Account

### 5. CASH ADVANCES

5.1) The Cardmember may obtain Cash Advances in such amounts as may be acceptable to the Bank, from time to time, at its absolute discretion by the following means: (a) presenting the Card at any office of the Bank or any member institution of MasterCard international that offers such facility together with evidence of his identity and signing the necessary transaction record; or (b) The use of the Card at any ATM of the Bank or at any other bank or institution with whom the Bank has an arrangement(s) for the use of the ATM (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM). The use of the Card by the Cardmember to obtain a Cash Advance shall be deemed to constitute the agreement of the Cardmember to pay interest on each Cash Advance and a Cash Advance Fee, as detailed in Clauses 5.3 and 5.4.

5.2) Any Cash withdrawals from the Cardmember's other accounts effected through the use of the Card on any ATM installed by the Bank shall be subject to the daily withdrawal limit of the ATM and shall be subject to verification by the Bank. The amount so verified by the Bank shall be deemed to be the correct amount of the withdrawal so effected.

5.3) Interest shall accrue on each Cash Advance from the date of the Cash Advance until repayment in full at the current rate advised by the bank or at such rate as the Bank may notify the Cardmember from time to time @ 1.8%

5.4) A Cash Advance Fee of 3% shall be assessed on the amount of each Cash Advance (subject to a minimum charge of Dhs 30/- and charged to the Account. The Bank may, from time to time, by giving prior written notice to the Card member, vary the amount of the Cash Advance Fees and interest payable by the Cardmember to the Bank. Such variation shall apply from the effective date specified by the Bank.

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### 6. SUPPLEMENTARY CARD/JOINT AND SEVERAL LIABILITY

6.1. The Bank may in its absolute discretion issue a Supplementary Card to a person nominated by the Cardmember and approved by the Bank. The issue of Supplementary Card's shall be subject to such terms and conditions which the Bank may deem necessary.

6.2) All the terms and conditions applicable herein to the Cardmember shall apply mutatis mutandis (that is, With the necessary changes) to the Supplementary Cardmember and for such purpose the terms "Cardmember and the term "Card" shall be read and construed as if the terms "Supplementary Cardmember" and "SupplementaryCard", respectively were substituted therefore Every Supplementary Cardmember shall be jointly and severally liable with the Basic Cardmember, as defined herein. Both the Supplementary Cardmember and the Basic Cardmember shall be liable jointly and severally for costs. For all goods and services and Cash Advances obtained and all Transactions generated by the use of the Card as well as the Supplementary Card(s). The Bank may in its absolute discretion commence an action or proceedings under this subclause against the Primary Cardmember or the Supplementary Cardmember or both.

6.3) The undertakings, liabilities and obligations of the Primary Cardmember and Supplementary Cardmember of the Bank and the Bank's rights shall not be affected in any way by any dispute or counterclaim or right of setoff which the Primary Cardmember and the Supplementary Card member may have against each other. In addition to the aforesaid, and as a separate undertaking, the Primary Cardmember shall be fully liable to the Bank for all Charges and other liabilities incurred by the Primary Cardmember and the Supplementary Cardmember not withstanding any legal disability or incapacity of the Supplementary Cardmember, and the Basic Cardmember shall indemnify the Bank against any loss, damage, liability, costs and expenses, whether legal or otherwise, incurred or suffered by the Bank by reason of any breach of these terms and conditions by the Supplementary Cardmember.

6.4) The Credit limit assigned to the Cardmember is inclusive of the Credit Limit of the Supplementary Cardmember and the Basic Cardmember and the Supplementary Cardmember shall not permit the total of the charges incurred under or through their respective Cards to exceed the said Credit limit. In case a Supplementary Cardmember has been assigned a specific limit, that shall constitute the maximum spending limit on the Supplementary Card. However, this in no way absolved the Basic Cardmember from being fully liable to the Bank for all debts incurred by the Supplementary Cardmember.

6.5) the validity of the Supplementary Card is dependent on the validity of the Primary Card. Upon termination of the use of the Primary Card or the Primary Cardmember's Agreement With the Bank. For whatever reason, the Supplementary Card(s) Issued hereunder shall automatically be terminated. Termination of the Supplementary Card or the Supplementary Cardmember's Agreement with the Bank, for whatever reason, shall terminate the Supplementary Card and Supplementary Card Agreement only and shall not terminate the Basic Card or the Basic Cardmember's Agreement with the Bank. 6.6) In the event that the Basic Cardmember requests a maximum Credit limit on the Supplementary Card, any such request shall be treated as a preference only and should. For whatever reason, the Supplementary Cardmember exceed such limit, the Basic Cardmember shall remain liable for the additional spending to the full extent of the outstanding balance.

### 7. LOSS OF CARD/DISCLOSURE OF PIN

7.1) The Bank may issue a PIN to the Cardmember for use at any ATM which will accept the Card.

7.2) The Cardmember agrees that the PIN may be sent by post to him at his own risk.

7.3) The Cardmember shall be fully liable to the Bank for all Card Transactions made with the PIN whether with or without the knowledge of the Cardmember.

7.4) The Cardmember shall take all reasonable precautions to prevent the loss or the Card and shall not disclose the PIN to any party.

7.5) In the event that the Card is lost or stolen or that the PIN is disclosed to any other party, the Cardmember shall immediately, thereafter report the said loss, theft or disclosure, together with the particulars of the Card, to the Bank and the Police of the country where such loss or theft or disclosure occurred.

7.6) The Cardmember shall be and shall remain to be fully liable for the payment to the Bank for any debit to the Card Account arising from any Card Transactions, goods or services supplied by merchants. Cash Advances or ATM transactions effected through the use of the Card by any person whether with or without the knowledge of the Cardmember and irrespective of whether they were authorised by the Cardmember or not.

7.7) The Bank may at its absolute discretion Issue a Replacement Card for any lost or stolen Card or a new PIN on these Terms and conditions or such other terms and conditions as the Bank may deem fit.

7.8) In the event that the lost or stolen card is recovered by the Card member, he shall return the same cut in half Immediately to the Bank without losing it. The Cardmember shall not use the PIN after reporting the disclosure thereof to the Bank.

### 8. TERMINATION

8.1) The Cardmember may at any time notify the Bank of his intention to close the Card Account and terminate the use of all Cards by giving notice in writing and returning all the Cards cut in half to the Bank. The Card Account shall be closed only after the receipt by the Bank of all the Cards, cut in half and the full payment of all Charges and liabilities under the Card Account.

8.2) The Primary Cardmember or any Supplementary Cardmember may at any time terminate the use of the Supplementary Card by giving notice in writing and by returning the Supplementary Card cut in half to the Bank. In such event, all Cardmembers, including the Supplementary Cardmember whose use of the Card has been terminate shall be and shall continue to and severally liable to the Bank for all Charges and other liabilities in accordance with these Terms and conditions. Supplementary Cardmember, whose use of the Card has been terminated, shall not be liable for Charges and incurred by the Primary Cardmember and any other Supplementary Cardmembers (if any) after the Bank is in receipt of the Supplementary Card.

8.3) The Bank may at any time recall all or any of the Cards with or without giving prior notice Cardmember shall immediately after such recall return such Card(s) cut in half to the Bank and Charges and liabilities to the Bank.

8.4) The use of the Card shall be terminated by the Bank without notice upon the death, bankruptcy or insolvency of the Cardmember or when the whereabouts of the Cardmember becomes unknown to the Bank due to any cause not attributed to the Bank.

8.5) In the event of the Cardmember's bankruptcy, death, or insolvency, the holders of Supplementary Card's will immediately cease the use of the Card(s) and return them to the Bank.

8.6) The whole of the Current Balance on the Cardmember's Card Account together with any outstanding amount incurred by the use of the Card but not charged to the Cardmember's Card Account shall become due and payable to the Bank on the termination of this Agreement by either the Bank or the Cardmember or on the death. Bankruptcy or insolvency of the Cardmember or (at the Banks discretion) if the Cardmember is in breach of these conditions. The Cardmember and/or his estate will be responsible for the settling of outstanding balances on the Card Account and shall keep the Bank indemnified for all costs (including legal fees) and expenses incurred in recovering such outstanding balances.

8.7) The Bank shall not be liable to refund the annual membership fee or any part thereof in the event of the termination of the Card Account or the use of any or all of the Card(s)

8.8) Notwithstanding the due dates specified in the Cardmember's Statement of Account the whole of the outstanding balance on the Cardmember's Account shall become due and payable upon the occurrence of the following events:

- Termination of use of the Card under Clauses 2.4. 8.1. 8.2, 8.3. and 8.4 hereof: or
- Termination of use of the Card by the Cardmember under Clauses 2.3, 8.1 and 15.2 hereof. Upon the termination of the Card, as aforesaid. All Charges. Finance Charges and all late payments charges shall be Immediately due and payable to the Bank. It is hereby expressly agreed by the Card member and the Bank that all the provisions contained herein shall continue in full force and effect notwithstanding the termination of the use of the Card in accordance With the terms at this Agreement All further monies debited to the Cardmember's Account after termination of the of the Card aforesaid shall also be immediately due and payable upon their entry into the Cardmember's Account and all Finance Charges and all late also be immediately payable.

8.9) In the event that any security is held by the Bank as Collateral for the issuance of the Card, the Bank reserves the right to retain such security for a period of at least seventy five days following the Card being cancelled and being returned to whether cancelled by the Cardmember or the Bank, or following the Agreement being terminated for whatever reason.

### 9. EXEMPTIONS AND EXCLUSIONS

9.1) The Bank shall not be liable for any loss or damage howsoever incurred or suffered by the Cardmember by reason of the Bank or a Merchant or other bank or financial institution or any ATM or other party refusing to allow a Card Transaction or accept the Card or the Card numbers or the PIN or to extend or provide Cash Advances up to the Credit limit or at all.

9.2) The Bank shall not be responsible for the refusal of any merchant or member institution of Master Card International to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardmember by any merchant or, where applicable, for any breach or non performance by a merchant of Card transaction.

9.3) In the event of any dispute between the Cardmember and any Merchant or bank or financial institution or any other person, the Cardmembers liability to the Bank shall not in any way be affected by such dispute or any counterclaim or right of setoff which the Cardmember may have against such merchant or bank or financial institution or person.

9.4) The Bank will credit the Cardmember's Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the Merchant establishment.

9.5) The Bank shall not be liable in any way to the Cardmember for any loss or damage of whatever nature due to or arising from any disruption or failure or defect in any ATM or other machine or communication system or facilities or date processing system or transmission link or any industrial or other dispute or anything or cause, whether beyond the control of the Bank or otherwise.

### 10. DISCLOSURE OF INFORMATION

10.1) The Bank shall have the right to check standing of an applicant for the Card and/or the Cardmember under any circumstances whatsoever, whether or not circumstances relate to or arise out of this Agreement, including, but not limited to, the non acceptance. for any reason whatsoever, of the Card by any merchant, person, body, bank or any member institution of Master Card International, rejection of the Card by any ATM, non-renewal, restriction or cancellation of Credit Limits or facilities. The listing at such Card number or Cardmember in any cancellation list, the failure of the Cardmember to receive the Statement of Account at the time elected by the Cardmember in the relevant application form executed prior to or simultaneously with this Agreement or under any circumstances wherein the Bank shall be Obligated to act reasonably to protect its rights under the provisions of this Agreement. The Cardmember irrevocably authorises and permits the Bank to disclose and furnish such information as it deems lit concerning the Cardmember and its affairs, including, but not limited to, the amount of the Cardmember under this Agreement to the Bank's associate, branches, assignees, agents or other parties authorised by the Bank to enable the Bank to enforce the Card members obligations under this Agreement.

10.2) The Bank shall have the right to check the credit standing of an applicant for the Card and/or check the credit standing of the Cardmember at any times as and when the Bank deems fit without reference to him. The Cardmember consents to the disclosure of the last known address of the Cardmember to any bank or MasterCard International or its successors and the disclosure of the Cardnumbers of the new, renewed or replaced Cards to merchants and other interested persons.

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### 11. INDEMNITY

The Cardmember undertakes and agrees to indemnify the Bank and hold it harmless against any loss, damage, liability, costs and expenses, whether legal or otherwise, which the Bank may incur by reason of these Terms and conditions or any breach thereof or the enforcement of the Bank's rights as herein provided. All costs and expenses, including legal costs and disbursements on a solicitor and client basis incurred by the Bank in enforcing and seeking to enforce these Terms and conditions or otherwise, may be debited to the Card Account and shall be paid by the Cardmember.

### 12. RIGHT OF SETOFF

12.1) In addition to any general right of setoff or other rights conferred by the law to the Bank, the Cardmember agrees that the Bank may in its absolute discretion at any time and without notice, combine or consolidate all or any account(s) of the Cardmember with the Bank of whatsoever description and whosoever located whether in Dirhams or in any other currency or setoff or transfer any sum standing to the credit of any such account(s) including a joint account With a Supplementary Card member in or towards discharge of all sums due to the Bank under any account(s) of the Cardmember with the Bank of whatsoever description and whosoever located and whether in Dirhams or in any other currency and may do so notwithstanding that the balances on such account(s) and the sums due may not be expressed in the same currency and the Cardmember hereby authorises the Bank to offset any such combination, consolidation, setoff or transfer with the necessary conversion at the Bank's prevailing exchange rates which shall be determined by the Bank at its sole discretion

12.2) For the purposes of enabling the Bank to preserve intact the liability of any party, including the Cardmember once a summons has been issued to prove the bankruptcy or insolvency of the Cardmember or, for such other reasons as the thinks lit, the Bank may at any time deposit and retain for such time as the Bank may think prudent any monies received, recovered or realized hereunder or under any other security or guarantee to the credit of the Cardmember, as the Bank may think fit, and Without any obligation on the part of the Bank to apply the same or any part thereof in or towards the sums due and owing.

### 13. NOTICES

13.1) The Cardmember must promptly notify the Bank in writing of any changes in employment or business or address (office or residential) or if the Cardmember intends to be absent from the United Arab Emirates for more than thirty days.

13.2) If the Card member should be absent from the United Arab Emirates for more than a month the Card account shall be settled seven (7) days prior to his/her departure.

13.3) If the Cardmember leaves the United Arab Emirates to take up residence elsewhere. The Card and Supplementary Card(s) shall be returned to the Bank fourteen (14) days prior to the Cardmember's departure and the use of the Card and Supplementary Card(s) shall be deemed to be terminated and Clause 8.8 shall henceforth be operative.

13.4) Air Cards, PIN, Notices, Statements of Account, demands or any other communication under these Terms and conditions (hereinafter collectively called "Communications") may be delivered personally or sent by ordinary post to the last known billing or other address of the Cardmember and such Communications shall be deemed to be served on the Cardmember 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 Basic Cardmember or to the Supplementary Cardmember shall be deemed to be Communications sent to both.

13.5) Any instructions conveyed by the Cardmember through the Automated Voice Response (AVR) shall be deemed valid and the Bank may act upon and use such records as evidence in a court of law or other legal proceedings.

13.6) Instructions sent by the Cardmember to the Bank through facsimile communication shall be considered valid and binding on the Cardmember and the Bank may act upon instructions conveyed through this method. The Bank may use copies of facsimile transmissions in any Court of law.

### 14. GENERAL

14.1) The Cardmember undertakes to sign such further documents as may be requested by the Bank from time to time.

14.2) All fees pursuant to or in connection with this Agreement are non-refundable.

14.3) Time shall be of the essence in this Agreement but no failure and/or delay in the Bank's exercise of any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

14.4) The Bank shall be entitled at any time without the consent of the Cardmember to assign the whole or any part at its rights or obligation under this Agreement with or without notice to the Cardmember.

14.5) This Agreement shall be binding upon and ensure to the benefit of the respective successors in title and assigns of the Cardmember and the Bank provided that the Card member shall not assign his rights and obligations hereunder.

14.6) The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Cardmember under this Agreement.

14.7) From time to time and at its sole discretion the Bank may offer additional benefits and services relating to the Card(s), such as travel insurance, purchase protection etc. Such services are offered on a best efforts basis and the Bank shall have no responsibility for direct, indirect, special, incidental or consequential damages in the event that they are not provided. The Bank may modify or discontinue, and/or impose such charges for these services as it shall determine from time to time and at its sole discretion

### 15. VARIATION OF TERMS

15.1) The Bank may from time to time by giving prior written notice to the Cardmember change the terms and conditions of this Agreement including, but not limited to, the terms of payment by the Cardmember by way of annual fees, handling charges, additional charges, Finance Charges, the specified Minimum Payment Amount and late payment charge. Such charges shall apply on the effective date specified by the Bank and shall apply to all unpaid interest, fees, Cash Advances, Charges and Card Transactions.

15.2) Retention or use of the Card after the effective date of any change of terms and conditions pursuant to Clause 15.1 hereof shall be deemed to constitute acceptance of such changes without reservation by the Cardmember. If the Cardmember does not accept the proposed change, the Cardmember must terminate the use of the Card by giving prior written notice to the Bank and return the Card cut in half to the Bank prior to the effective date and Clause 8.8 hereof shall henceforth be operative. Upon such elimination the annual fee paid is not refundable.

### 16. WAIVER

No condoning, excusing, neglecting or forbearing on the part of the Bank of any default or breach of any of these terms and conditions by the Cardmember shall operate as a waiver of the Bank's rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing by the Bank. Any waiver shall operate only as a waiver of the particular matter to which it relates and shall not operate as a waiver or release from any of these terms and conditions.

### 17. SEVERANCE

Each of these terms and conditions shall be severally distinct from one another and if at any time anyone or more of such terms and conditions is or becomes invalid, illegal or unenforceable. The validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### 18. INTERNATIONAL SERVICES

18.1) From time to time and at its sole discretion the Bank may offer additional benefits and services relating to the Card(s), such as a replacement service for Cardmembers travelling abroad. Such services are offered on a best efforts basis and the Bank shall have no responsibility for direct, indirect, special, incidental or consequential damages in the event that they are not provided. The Bank may modify or discontinue, and/or impose such charges for these services as it shall determine from time to time and at its sole discretion.

18.2) The Cardmember consents to the Bank's disclosure, to any of its branches worldwide or to any third party. Any information relating in any way whatsoever to the Cardmember or to his Card Account, as it deems fit in its absolute discretion.

18.3) The Cardmember agrees that if he requests the issuance of a United Bank Credit Card from a United Bank branch located in another country (hereinafter known as the Foreign Branch). Such an application is subject to the approval of the Foreign Branch and the issuance of the Card is an offer, only, for (the Cardmember to accept upon reading and accepting the terms and conditions enclosed there with and that his signing or usage of the Card shall be his acceptance of such an offer and that he shall be bound by the said terms and conditions.

18.4) The Cardmember authorizes the Bank to obtain and disclose to the Foreign Branch all and any information relating to him or to any of his accounts, that the Foreign Branch shall, at its sole discretion, deem necessary for the consideration of such an application by him.

### 19. GOVERNING LAW

19.1) these terms and conditions are governed by and shall be construed in accordance with the laws of the United Arab Emirates.

19.2) Any admission or acknowledgment in writing by the Cardmember or any person authorised by the Cardmember of the amount of indebtedness of the Cardmember to the Bank and any judgment recovered by the Bank against the Cardmember in respect of such indebtedness shall be binding and conclusive in all courts of law in the U.A.E. and elsewhere. A certificate issued by an officer of the Bank as to the amount for the time being due and owing to the Bank from or by the Cardmember shall be conclusive evidence against the Cardmember in any legal proceedings.

### 20. SCHEDULE OF CHARGES

I confirm my acceptance of UBL's Schedule of Fees and Charges as well as the Credit Card fees, rates, charges and penalty displayed below. I accept that UBL is entitled, in its sole discretion, to vary the rates of Fees and Charges and I agree to pay such revised rates of Fees and Charges. I am liable to pay all of the applicable interest rates stated in the Schedule of Fees and Charges (as may be further revised, supplemented or amended by UBL), including but not limited to any interest, charges and applicable penalty on cash withdrawals made under my UBL Credit Card and outstanding balances of a revolving nature under my UBL Credit Card.

INTEREST RATE (P.M.) ON RETAIL TRANSACTIONS	
Gold (per month)	2.25%
Silver (per month)	2.75%
INTEREST RATE (P.M.) ON CASH ADVANCES:	
AED	
Gold (per month)	2.99%
Silver (per month)	3.49%
Cash Advance fee	3.5% Minimum 50
Card Replacement Fee	75
Credit Shield (of Outstanding at billing cycle)	0.75%
Additional PIN mailer	25
Late Payment Fee	200
Over Limit Fee	2.5% Minimum 100
Copy of Sales Slip	25
Returned Cheque	100
Foreign Exchange mark-up on incoming transactions (% of transaction amount )	2.25%
Duplicate statement (per statement)	25
Failed Debit Instructions Fee	25
Loan on Card (6 Months - 12 Months)	1.00%
Processing Fee Loan on Cards	200
Prepayment charges Loan on Cards (% of Outstanding Amount)	1.00%
Pay Order for refund of credit balance	25
Credit Card liability Letter	50