

Credit Card terms and conditions

1. **Scope**

In addition to the terms and conditions related to your account with Arab Banking Corporation (B.S.C.) acting through its retail branch (“ila” or the “Bank”) and the terms, if any, set forth in any completed credit card application form and/or approval letter, the following terms and conditions (these “**Terms**”) are applicable to Cards (as defined below) issued by ila.

These Terms have been executed by way of electronic signature as prescribed by Bahrain law.

2. **Definitions**

In these Terms where the context so admits the following expressions shall have the meanings herein designated unless the context otherwise requires:

“**ATM**” means an automated teller machine or any card operated machine or device whether belonging to the Bank or other participating bank or financial institution nominated from time to time by the Bank, which accepts the Card.

“**Balance Transfer**” means, subject to ila’s discretion and on the terms and conditions agreed by ila (including, without limitations to applicable interest), a transfer to the Card Account of an amount the Cardmember owes another lender (who is not a member of the ila group) or such other transactions as ila notifies the Cardmember in writing are to be treated as a Balance Transfer.

“**Balance Transfer Amount**” means credit drawn down by using the Card to make a Balance Transfer.

“**Bill Payment Centre**” means any machine designated by the Bank or persons designated by the Bank for the purpose of accepting cash or cheque payments.



“Card” means an ila Visa and/or an ila MasterCard credit card issued by ila to the Cardmember and includes Primary and Supplementary and Replacement Cards

“Card Account” means a ila Visa credit card and/or, ila MasterCard credit card, account opened by ila for the purpose of entering all credits and debits received or incurred by the Primary Cardmember and the Supplementary Cardmember, if any, under these Terms.

“Cardmember” means the Primary Cardmember and all Supplementary Cardmember(s).

“Card Transaction” includes a Cash Advance made by ila 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 transport 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, internet or facsimile orders or reservations authorised or made by the Cardmember, regardless of whether a sale or Cash Advance or other voucher or form was signed by the Cardmember for their personal consumption.

“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 in relation to the Card Account (excluding Balance Transfers).

“Cash Advance Fee” means the fee in the amount set forth on the Schedule of Fees and Charges payable by the Cardmember pursuant to Clause 6.5.

“Charges” means any amount payable by the Cardmember arising from the issue or use of the Card(s) or the Card number or the PIN or otherwise under these Terms and includes without limitation, all Card Transactions, fees, charges, interest, expenses, damages and legal costs and disbursements.



“Credit Limit” means the maximum debit balance permitted by ila for the Card Account for the Primary Card and the Supplementary Card(s), if any, and as notified to the Primary Cardmember from time to time.

“Current Balance” means the total debit balance outstanding as of the date of issuance of a Statement of Account including outstanding interest and fees payable to ila on such date, as determined by ila in accordance with its records.

“Finance Charge” means the charge in the amount set forth on the Schedule of Fees and Charges. Unless otherwise specified, interest applicable by way of Finance Charges is calculated on the basis of a 365-day year.

“ila App” means the mobile application named “ila” owned by ila.

“ilaPhone Banking” means the services offered by ila to its customers, which can be availed by calling the number(s) advised by ila from time to time.

“Late Payment Charge” means the charge in the amount set forth on the Schedule of Fees and Charges and payable by the Cardmember pursuant to Clause 5.11.

“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.

“Minimum Payment Amount” means the amount calculated in accordance with the formula set out in the Schedule of Fees and Charges and payable by the Cardmember under Clause 5.6.

“Month” means a calendar month according to the Gregorian calendar.

“Overlimit Fee” means the amount set forth on the Schedule of Fees and Charges and payable by the Cardmember pursuant to Clause 5.2.

“OTP” mean the one-time password that Cardmembers receive when attempting to process an online transaction.



“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.

“PIN” means the Personal Identification Number issued to the Cardmember.

“Primary Card” means the Card belonging to a Primary Cardmember.

“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.

“Promissory Note” means a promissory note (in form and substance satisfactory to the Bank) issued by the Cardmember (in electronic form or otherwise) for the benefit of the Bank and deposited with the Bank to independently ensure the performance of the Cardmember’s obligations under these Terms. The bank has the right to request the Cardmember to issue a promissory note at any time.

“Purchase” means a Card Transaction other than a Cash Advance.

“Replacement Card” means a new Card issued to the Cardmember to replace an existing card.

“Schedule of Fees and Charges” means the latest version of the “Schedule of fees and charges” on the ila website.

“Statement of Account” means the Bank’s monthly or other periodic statement of account provided to the Primary Cardmember in electronic format showing particulars of the Current Balance incurred by the Primary Cardmember and the Supplementary Cardmember(s), if any, and payable to ila. ila shall send Statements of Account or any other communication hereunder via the ila App and/or to the Primary Cardmember’s number and/or e-mail address provided by the Primary Cardmember to the Bank.

“Supplementary Card” means a Card issued to a Supplementary Cardmember at the request of the Primary Cardmember.

“Supplementary Cardmember” means a person to whom a Supplementary Card is issued at the request of the Primary Cardmember.

3. Collection of the Card

3.1 The Card may be collected by the Cardmember from the Bank or at the risk of the Cardmember sent by post or courier to the address notified by the Cardmember to the Bank.

3.2 The Cardmember shall receive from the Bank, at the Bank’s discretion, either: (a) a non-activate Card, or (b) pre-activated Card.

(a) In the event that the Cardmember is provided a non-activated Card, upon receipt of the Card, the Cardmember shall either (i) call ila at the number specified in order to activate the Card or (ii) or activate the Card via the ila APP by utilising the password provided by ila via the ila App for such activation (iii) activate the Card online by utilising the password provided by ila for such activation. The Cardmember shall identify themselves and advise of their ila account number and any other confidential information to identify himself. The Cardmember’s activation of the Card shall constitute binding and conclusive evidence of the Cardmember’s receipt of the Card and agreement to these Terms.

(b) In the event that the Cardmember receives a pre-activated card, the following shall apply. The Cardmember may use the Card without the need to call the Bank or taking any other action with the Bank. The Cardmember’s usage of the Card shall constitute binding and conclusive evidence of the Cardmember’s acceptance of these Terms.

- 3.3 Upon receipt of the Card, the Cardmember shall sign the Card. In the event that the Cardmember does not wish to be bound by these Terms, the Cardmember shall notify the Bank in writing and shall cut the Card in half and return both halves to the Bank and Clause 9 hereof shall then be applicable.
- 3.4 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 authorised agent. The Bank reserves the right to withdraw the Card at its absolute discretion/or terminate the Card with or without (as it in its absolute discretion deem fit) prior notice and in whatever circumstances it deems fit.
- 3.5 The Card is not transferable and shall be used exclusively by the Cardmember. The Card may not be pledged by the Cardmember as security for any purpose whatsoever.
- 3.6 The Cardmember acknowledges and agrees that ila may at any time make inquiries and consult with any credit reference bureau anywhere in connection to a Cardmember.

4. Use of the Card

- 4.1 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 or reservation of goods and/or services for which payment may be charged to the Card Account;
 - (b) Any ATM transaction effected through the Cardmember's other accounts with the Bank;
 - (c) Cash Advances, as set out under Clause 6 hereof; and/or
 - (d) Other facilities, subject to prearrangement with the Bank, if applicable.

- 4.2 Where an ATM facility has been incorporated in the Credit Card the Cardmember shall be responsible for all transactions whether processed with the Cardmember's knowledge or by their express or implied authority. The Cardmember hereby authorises the Bank to debit the Card Account with the amount of any withdrawal in accordance with the Bank's record of the transaction. Subject to manifest error, the Cardmember accepts the Bank's record of the transaction as conclusive and binding for all purposes.
- 4.3 The Bank will issue a PIN to the Cardmember for use at any ATM that will accept the Card. The Cardmember agrees that:
- (a) 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
 - (b) 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 unless such Card Transactions occur subsequent to the Cardmember reporting to the Bank the loss, theft or compromise of the Card information.
- 4.4 Any ATM or Bill Payment Centre deposits effected through the use of the Card on any Bill Payment Centre installed by the Bank, whether by cheque 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 effected. The proceeds of cheques deposited in the Bill Payment Centre shall be available for use only after the cheques have cleared or collection has been completed.
- 4.5 The Cardmember undertakes not to use the card for any commercial transaction purpose, and solely uses the card for their personal banking consumption and not for buying goods or services for any corporate purpose.

- 4.6 Notwithstanding that the Cardmember's Credit Limit has not been exhausted, the Bank shall be entitled to, at any time and with prior notice, with or without assigning any reason and without liability towards the Cardmember, block the use of the Card or to refuse to authorise any Card Transaction in the event the Credit Card prima facie appears to have been used for commercial transaction(s) or an attempt have been made to use it for commercial transaction(s).
- 4.7 If the Card is used outside Bahrain, the currency of the transactions will be converted to Bahraini Dinar at the exchange rate prevailing on the date the amount is charged to the Card Account rather than the date the Card is used as determined by ila or Visa or MasterCard, as applicable. All international and/or foreign currency transactions will be subject to international transaction fees as listed in the Schedule of Fees and Charges.
- 4.8 The Cardmember undertakes not to use the card for any unlawful purpose, including the purchase of goods or services prohibited by local law in the Cardmember's jurisdiction.
- 4.9 Notwithstanding that the Cardmember's Credit Limit has not been exhausted, the Bank shall be entitled to, at any time and with prior notice, with or without assigning any reason to the Cardmember and without liability towards the Cardmember, block the use of the Card or refuse to authorise any Card Transaction including in the event the Card is misused, exceeds the allocated credit limit, the Bank detects unusual activity or there has been a breach of the Bank's policy or terms and conditions.

5. Payment

- 5.1 The Cardmember agrees to pay to the Bank upon the Bank's request the annual fee listed in the Schedule of Fees and Charges for the Card and each Supplementary Card when issued or renewed. A replacement charge, listed in the Schedule of Fees and

Charges, is payable by the Cardmember to the Bank immediately upon the request of the Bank for the issue of a Replacement Card. Additional charges, as listed in the Schedule of Fees and Charges, 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.

- 5.2 The Cardmember undertakes to stay within the prescribed Credit Limit assigned/established by the Bank for the Cardmember unless prior approval to exceed the Credit Limit is obtained by the Cardmember from the Bank in writing. The Bank is unilaterally and solely authorised to determine, increase or reduce the Credit Limit and/or waive the Credit Limit fully or partially with prior notice. The Cardmember further undertakes to effect no purchase 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 5.6 hereof, forthwith pay to the Bank, upon demand by the Bank, (i) the full sum by which the Credit Limit is exceeded together with (ii) Overlimit Fee. 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 9.6 shall be applicable.
- 5.3 The Bank shall determine, based on the credit standing, credit history, and financial capacity of the Cardmember, the Credit Limit to be granted to the Cardmember. The Bank may thereafter implement changes in the Credit Limit applicable on the Card Account based on its risk management policies and guidelines in accordance with the regulatory requirement of the CBB, and the Cardmember shall be notified of such changes. The

Cardmember shall have the option to request for a Credit Limit adjustment, upon submission of updated information, subject to the Bank assessment and final approval.

- 5.4 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 in Bahrain 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 the Kingdom of Bahrain and assigned to the Card Account. For all foreign currency transactions made with the Card, a "FX Markup" fee (i.e. a foreign exchange mark-up fee) will be levied.
- 5.5 The Bank shall be entitled to treat the following as evidence of a debt properly incurred by the Cardmember to be debited to the Card Account:
- (a) 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
 - (b) the Bank's record of Cash Advances or of any other transactions effected by the use of the Card including but not limited to transactions effected via mail order, the telephone or the internet.
- 5.6 Payment of the Current Balance as specified on the Statement of Account in full is due and payable not later than the Payment Due Date. Subject to any contrary provision in

these Terms, the Cardmember shall not incur any Finance Charge on any purchases using a Card, for a period of up to 52 days (or such other number of days as determined by ila in its sole discretion from time-to-time) from the date of such purchases (save in relation to Cash Advances) if payment of the Current Balance is received in full by ila 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 not less than the Minimum Payment Due. The Minimum Payment Due will be,

- (a) when the outstanding balance is less than BD 10, the outstanding balance shown on the Statement of Account, and
- (b) when the outstanding balance is greater than BD 10, 5% of the outstanding balance on the Statement of Account. (Applied Separately, 5% the outstanding balance of Retail transactions and another 5% on the outstanding cash advance) example (retail outstanding BD 200 x 5% = BD 10, cash advance outstanding BD 100 x 5% = BD 5 . minimum payment requested BD 5 + BD 10 = BD 15)

5.7 Subject to Clause 9.6 hereof, if the previous Minimum Payment Amount and/or the excess if any 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 previously unpaid Minimum Payment Amounts; or
- (b) if the Current Balance exceeds the Credit Limit, the current Minimum Payment Amount and the previously unpaid Minimum Payment Amounts and the excess over the Credit Limit.

- 5.8 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 of the Current Balance is not made in full, or if payment is made after the Payment Due Date, the Finance Charge calculated on a daily basis will be applied to the Current Balance from the date(s) of the Card Transaction(s) until any payments are credited to the Card Account and thereafter on the reduced balance and to any Card Transactions effected since the date when the latest Statements of Account was issued with effect from the date(s) of the Card Transaction(s). Notwithstanding the foregoing, the method for determining interest, finance charges and fees payable with respect to a Cash Advance is set forth in Clause 6.4.
- 5.9 If the Cardmember pays to the Bank any amount which is in excess of the Current Balance of the Card, the Bank retains the right as it deems necessary, to verify the reasons for such excess payments and accordingly to process or not to process such payments and to return the payments to the Cardmember.
- 5.10 Without prejudice to the foregoing provisions, if the Cardmember is travelling or outside the Kingdom of Bahrain on the Payment Due Date or on any other date when a payment of whatsoever description or nature is due to the Bank, whether under these Terms or under the Card Account, or for any other reason or cause the Bank may deem fit in its absolute discretion, the Bank reserves the right at any time and without any notice, to combine, consolidate and setoff or transfer any sum standing to the credit of all or any account(s) of the Cardmember with the Bank of whatsoever description and wheresoever located and whether in BD or in any other currency, including a joint account with a Supplementary Cardmember, in or towards discharge of all Charges, fees and/or sums due to the Bank, and the Cardmember hereby authorises the Bank to convert and transfer such sums in their account at the Bank's prevailing exchange rates determined by the Bank at its sole discretion.

- 5.11 Without prejudice to any other right or remedy of ila, if the Cardmember fails to pay the Minimum Payment Amount by the Payment Due Date, the Late Payment Charge shall be debited from any ila Account that belongs to the Cardmember.
- 5.12 All Card Transactions and other Charges shall be debited to the Card Account in the billing currency and shall be listed in the Statement of Account. With 30 days' prior notice, the Bank shall be entitled, at its sole discretion, from time to time to vary the rate or method of calculation of the Charges and the specified Minimum Payment Amount.
- 5.13 All payments received by ila from the Cardmember in relation to the Card Account may be applied in payment of amounts due from the Cardmember to ila, in the following order, or in such other order of priority, as ila may think fit, in respect of: (a) interest charged on Balance Transfer Amount, which has been billed; (b) Balance Transfer fees which have been billed; (c) interest charged on Cash Advances, which has been billed; (d) Cash Advance Fees, which have been billed; (e) interest charged on Purchases, which has been billed; (f) Charges which have been billed; (g) Late Payment Fees and Overlimit Fees; (h) Card insurance charges and fees (if any); (i) Card membership fees (if billed); (j) Balance Transfer principal which has been billed; (k) Cash Advances which have been drawn and billed; (l) Purchases which have been made and billed; (m) Balance Transfer principal which has not been billed; (n) Cash Advances which have been drawn but not billed; (o) Purchases which have been made but not billed; and (p) Interest, fees and charges which have been accrued but not billed. For the sake of clarity, the provisions of this Clause 5.13 shall apply to the payments received by ila in respect of all its Card related products and services.
- 5.14 Within the categories set forth in Clause 5.13, 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.

- 5.15 If a Card 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 Card Transaction took place, the Card Transaction amount along with the Finance Charge and any additional fees and expenses incurred by the Bank in the investigation thereof.
- 5.16 The Bank's acceptance of late payments or partial payments 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 these Terms shall not operate as a waiver by the Bank nor modify these Terms in any respect nor prevent the Bank from later enforcing any of its rights under these Terms to collect the amounts due hereunder.
- 5.17 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 or loans 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 9.6 hereof shall be applicable.
- 5.18 Notwithstanding the exercise by the Bank of any of its rights hereunder or the termination of the Card Account hereunder, all Charges 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, the commencement of judicial proceedings and in the event that a judgment is obtained in relation to any sum wherein it is adjudged that any sum of

money so adjudged to be payable to the Bank from the date of filing of legal case until the date of full payment thereof.

- 5.19 The Bank may in its absolute discretion, demand as a condition for the approval of any application to obtain a Card, that the applicant deposit an undated cheque and/or pledges cash collateral in favour of the Bank for any amount which the Bank may require. The Bank may also, at any time, demand that the Cardmember deposit a cheque and/or pledge cash in favour of the Bank in an amount which the Bank may require even where such cheque and/or pledge of cash was not demanded when the Card was issued to the Cardmember.

This depends on the bank's lending policy and the customer's financial record. The Cardmember hereby authorises 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. If the Bank's demands are not satisfied to its satisfaction the Bank may, at its own discretion reject the application

- 5.20 and/or cancel the Card (as the case may be).

- 5.21 Cardmember may choose to effect payment by depositing cash or cheques in any Bill Payment Centre designated by the Bank. The Bank shall not be liable for any loss or delay caused by the use of the Bill Payment Centre. Cash deposited at a Bill Payment Centre 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.

- 5.22 The Cardmember agrees that subject to manifest error the records of the Bank of any Card Transaction effected by the use of the Card shall be conclusive and binding on the Cardmember for all purposes. The balance and transaction reflected shall deemed correct unless written advice received from cardmember within 30 days of the statement date

- 5.23 Cardmember will not be allowed to transfer funds from one Card Account to another in settlement of the dues of a Card Account.
- 5.24 If the Cardmember holds other Cards issued by the Bank, and any of these Cards is cancelled for any reason whatsoever, then the Bank may in its absolute discretion with prior notice, combine or consolidate the account of the cancelled Card, whether in BD or in any other currency, with the Card Account, and may do so notwithstanding that the balances on such accounts may not be expressed in the same currency, and the Cardmember hereby authorises the Bank to offset any such combination or consolidation with the necessary conversion at the Bank's prevailing exchange rates, which shall be determined by the Bank at its sole discretion. The Statement of Account sent to the Primary Cardmember shall thereafter show particulars of the Current Balance of the consolidated Card Account.
- 5.25 All payments by the Cardmember to the Bank with regard to the Card Account shall be made net of any taxes, withholdings, fees, levies, or other deductions.
- 5.26 Notwithstanding anything to the contrary, ila may assign any of its rights (including a right to payment hereunder) to a third party (including an international third party) or transfer by novation any of its rights (including a right to payment hereunder) and obligations hereunder to a third party (including an international third party).
- 5.27 The Cardmember acknowledges and agrees that ila may appoint a third party (including an international third party) as its agent to collect amounts due hereunder and acknowledges and agrees that ila may disclose corresponding Cardmember information (including payment information) with such agent for this purpose.
- 5.28 To independently ensure the performance of the Cardmember's obligations under these Terms, the Bank may at any time require that the Cardmember issue a Promissory Note. The Promissory Note shall be callable upon demand.

5.29 Upon receiving the proceeds of the Promissory Note, the full proceeds received shall be credited to the Card Account and, based upon this allocation of proceeds, the Cardmember waives any counterclaim against enforcement of the Promissory Note on the basis of the agreed crediting to the Card Account.

6. Cash Advances

6.1 The Cardmember may obtain Cash Advances in such amount 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/ Visa International that offers such facility together with evidence of his /her identity and signing the necessary transaction record; or
- (b) 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).

6.2 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 6.4 and 6.5.

6.3 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 correct amount of the withdrawal so effected.

6.4 Interest at the prevailing rate applied by the Bank to Cash Advances and calculated on a daily basis shall accrue on each Cash Advance from the date of the Cash Advance until repayment in full.

- 6.5 The Cash Advance Fee shall be assessed on the amount of each Cash Advance and charged to the Card Account.

7. Supplementary Card / Joint and Several Liability

- 7.1 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.
- 7.2 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 terms "Cardmember" and "Card" shall be read and construed as if the terms "Supplementary Cardmember" and "Supplementary Card", respectively were substituted therefore). Every Supplementary Cardmember shall be jointly and severally liable with the Primary Cardmember, as defined herein. Both the Supplementary Cardmember and the Primary Cardmember shall be liable jointly and severally for costs, all goods and services and Cash Advances obtained, all Card Transactions and all other Charges 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 against the Primary Cardmember or the Supplementary Cardmember or both.
- 7.3 The undertakings, liabilities and obligations of the Primary Cardmember and Supplementary Cardmember to the Bank and the Bank's right shall not be affected in any way by any dispute or counterclaim or right of setoff which the Primary Cardmember and the Supplementary Cardmember 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 notwithstanding any legal disability or incapacity of the Supplementary Cardmember, and the Primary 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 by the Supplementary Cardmember.

- 7.4 The spend Limit assigned to the Cardmember is inclusive of the Credit Limit of the Supplementary Cardmember. The Primary 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. A Supplementary Cardmember may be assigned a specific limit that shall constitute the maximum spend limit on the Supplementary Card. However, this in no way absolves the Primary Cardmember from being fully liable to the Bank for debts incurred by the Supplementary Cardmember in excess of the maximum credit limit assigned to the Supplementary Cardmember.
- 7.5 The validity of the Supplementary Card is dependent upon the validity of the Primary Card. Upon termination of the Primary Card or the Primary Cardmember's Card Account with the Bank, for whatever reason, the Supplementary Cards(s) shall also be terminated. Termination of the Supplementary Card by itself shall not terminate the Primary Card or the Card Account.

8. Loss of Card / Disclosure of PIN / OTP

- 8.1 The Bank may issue a PIN to the Cardmember for use at any ATM which will accept the Card.
- 8.2 The Cardholder will exercise all possible care to ensure the safety and protection of the Card, its visible critical data and will safeguard the PIN number from disclosure to any person whatsoever. The Cardholder will not disclose the Card number to any third party except in connection with a Card Transaction or when reporting the actual loss or theft of the Card. If the Card is lost or stolen or if the PIN has become known to any unauthorized person, the Cardholder shall immediately notify the Bank by immediately

calling the dedicated telephone numbers made public to the Cardholder and published from time to time. Until the Company receives a formal notification, the Principal Cardholder will be liable to the Bank in respect of any use of the Card during this period of loss or theft.

- 8.3 The Cardmember shall be fully liable to the Bank for all online transactions where the OTP was used whether with or without the knowledge of the Cardmember. The Bank shall bear no liability whatsoever for any loss or damage arising from the issue of the Card and the related OTP to the Cardmember, howsoever caused unless such online transactions occur (a) subsequent to the Cardmember reporting to the Bank the loss, theft or compromise of the Card information, or (b) subsequent to the technical error of two factor authentication.
- 8.4 The Cardmember shall take all reasonable precautions to prevent the loss or theft of the Card and shall not disclose either the PIN nor the OTP to any party.
- 8.5 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.
- 8.6 The Cardmember shall be and shall remain 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.
- 8.7 The Bank may at its absolute discretion issue a Replacement Card for any lost or stolen card or new PIN on these Terms or such other terms and conditions as the Bank may deem fit.

8.8 In the event that the lost or stolen card is recovered by the Cardmember, the Cardmember will not be able to use the Card as the Card will have been immediately blocked after the Cardmember reported it lost, stolen, or compromised.

9. Termination

9.1 The Cardmember may at any time notify ila of their intention to close the Card Account and terminate the use of all Cards by giving notice in writing or by calling ilaPhone Banking and placing a request. The Card Account shall be closed after receipt of full payment of all charges and other liabilities under the Card Account.

9.2 The Primary Cardmember or any Supplementary Cardmember may at any time terminate the use of the Supplementary Card by giving notice in writing or by calling ilaPhone Banking and placing a request. In such event, all Cardmembers, including the Supplementary Cardmember whose use of the Card has been terminated, shall be and shall continue to be jointly and severally liable to the Bank for all Charges and other liabilities in accordance with these Terms, save the Supplementary Cardmember, whose use of the Card has been terminated, shall not be liable for Charges and other liabilities incurred by the Primary Cardmember and any other Supplementary Cardmembers (if any).

9.3 The Bank may at any time for any reason recall all or any of the Card(s) with prior notice to the Cardmember. The Bank reserves the right to cancel the Card(s) or refuse to renew the Card(s), with prior notice to the Cardmember. The Cardmember shall immediately after such cancellation or non-renewal return the Card(s) cut in half to the Bank and make full repayment of all Charges and other liabilities to the Bank.

9.4 The use of the Card and the Card Account shall terminate immediately upon the death, incapacity, bankruptcy or insolvency of the Cardmember or when the whereabouts of the Cardmember becomes unknown to the Bank due to any cause.

- 9.5 In the event of the Cardmember's bankruptcy, death, incapacity, or insolvency, the holder(s) of Supplementary Card(s) will immediately cease use of the Card(s) and return them to the Bank.
- 9.6 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 the Card Account by either the Bank or the Cardmember or on the death, incapacity, bankruptcy or insolvency of the Cardmember or at the Bank's written request or at the Bank's discretion without any notice, if the Cardmember is in breach of these Terms. The Cardmember and/or their estate, administrator, executor and/or guardian will be responsible to settle 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.
- 9.7 The Bank shall not be liable to refund the annual fee or any part thereof in the event of the cancellation or termination of the Card(s).
- 9.8 Notwithstanding the Payment Due Date 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 cancellation or termination of the Card. Upon the cancellation or termination of the Card, all Charges, Finance Charges and all late payment and all other charges shall be immediately due and payable to the Bank. It is hereby expressly agreed by the Cardmember and the Bank that all covenants, duties and obligations of the Cardmember contained herein shall continue in full force and effect notwithstanding the cancellation or termination of the Card. All further monies debited to the Card Account after cancellation or termination of the Card and return of the Card to the Bank.

9.9 Upon request, the Bank may (in its sole discretion) issue a “Non-liability Certificate” to the Cardmember subject to the completion of the Bank’s verification process that confirms that the Cardmember has no pending obligations related to the Card or the Card Account or any other account with the Bank.

10. Exemptions and Exclusions

10.1 The Bank shall not be liable for any loss or damage howsoever incurred or suffered by the Cardmember by reason of the Bank or the Merchant or other bank or financial 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.

10.2 The Bank shall not be responsible for the refusal of any Merchant or member institution of Visa/MasterCard 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.

10.3 In the event of any dispute between the Cardmember and any Merchant or bank or financial institution or any other person, the Cardmember’s 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.

10.4 The Bank will credit the Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the Merchant or other establishment.

10.5 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 data processing system or transmission link or any industrial or other dispute or anything or cause, whether

beyond the control of the Bank or otherwise provided that the Cardmember shall not be liable for a loss that is the result of a failure of the Bank's processes, systems, or controls.

- 10.6 The Cardmember acknowledges the risk that data received/delivered through the internet/e- mail including any confidential information may be accessed/seen by third parties. Therefore, in the event Statements of Accounts or other communications are sent through the internet/ e-mail, the Cardmember accepts all responsibility and the Bank will not be liable for any loss, expense or claims resulting from the use of the internet/e-mail for purposes of delivering Statements of Account or other communications.

11. Loyalty Programs

- 11.1 A Cardmember whose Card Account is valid and in good standing, as determined by ila at its sole discretion, is entitled to participate in applicable ila loyalty programs (each a "Loyalty Program") in accordance with the corresponding terms and conditions of such loyalty programs.
- 11.2 Ila is entitled, at any time and without any prior notice or liability to the Cardmember in any manner whatsoever, to terminate a Loyalty Program and/or cancel and/or vary its benefits or features, and/or vary, add to or delete any of the terms and conditions related thereto, and/or withdraw or change the participants of such Loyalty program, and/or modify or limit the value of rewards, loyalty points, cashback, or similar Loyalty Program benefit (each a "Loyalty Point") and/or the manner of the redemption of a Loyalty Point, even though any of such acts may diminish the value of Loyalty Points already accumulated. The Cardmember shall be bound by such variations and amendments. The latest provisions in such connection will be available on the ila website. It is the Cardmember's responsibility to ensure that they are at all times apprised of the provisions and any changes thereof relating to the Card. ila's decision



on all matters relating to a Loyalty Program shall be final and binding on the Cardmember.

- 11.3 A Cardmember will be entitled to receive monthly statements showing Loyalty Points which will be credited to their Card Account at the rate determined by ila. Ila reserves the right, to be exercised at any time and without prior notice to the Cardmember, to change the ratio between (a) Loyalty Points to be awarded, and (b) the specified amount charged to the Cardmember's Card. ila shall also have the right to determine the maximum number of Loyalty Points that can be earned by a Cardmember as well as the transactions that shall be excluded from earning Loyalty Points.
- 11.4 Loyalty Points shall be calculated on the amount of eligible retail purchases accumulated on a daily basis, rounded down to the nearest Loyalty Point. Eligible retail purchases charged by a Supplementary Cardmember will be aggregated with the retail purchases charged by the Primary Cardmember for the purposes of calculating the amount of Loyalty Points earned. The aggregated Loyalty Points will reflect in the Primary Cardmember's Card Account.
- 11.5 Any refunded retail purchases will not be accredited to Loyalty Points. Where Loyalty Points have been credited to the Cardmember's Card Account and/or used before the retail purchase is refunded, ila will debit the Card Account for the credited Loyalty Points. Ila shall be entitled to debit such Loyalty Points even if such debiting causes the Card Account to have a negative Loyalty Points balance.
- 11.6 Provided that the Card Account is in good standing as determined by ila and that there are sufficient Loyalty Points, a Cardmember may select and redeem any one or more of the Loyalty Points rewards, based on the qualifying Loyalty Points amount, via such redemption channel as ila may from time to time inform the Cardmember. The Cardmember agrees that the use of any channel will be governed by its applicable terms and conditions. Unless expressly stated, Loyalty Points are not transferable and

not exchangeable for cash or credit. Redemption instructions with respect to Loyalty Points once submitted to ila cannot be canceled, revoked or changed by the Cardmember.

- 11.7 Ila shall not, in any way, be liable to the Cardmember or any third party for any goods or services or the quality or performance of such goods or services redeemed from/supplied by any partner, service provider, merchant or any third party under/pursuant to a Loyalty Program. Cardmembers should seek redress and direct any complaints or comments with respect to such goods and services to the respective partner, service provider, merchant or third party.
- 11.8 The Cardmember hereby authorises ila to disclose information regarding them and their Card Account(s) to such third parties as ila deems necessary for the purposes of a Loyalty Program.
- 11.9 In no event shall ila, any of its affiliates, or any of their officers, directors, employees or agents be liable for any loss, damage or expense arising out of or otherwise related to a Loyalty Program.

12. Easy Payment Plan

The terms and conditions of this Clause 12 shall be without prejudice to the terms and conditions of the other terms governing the issuance and use of Cards. The following terms and conditions are applicable to the Easy Payment Plan.

12.1 General

- (a) The Easy Payment Plan is available to Cardmembers. It is hereinafter referred to as the **"EPP"**.
- (b) The purpose of the EPP is to enable the Cardmember to purchase selected goods and services offered by specific merchants determined by ila from time to time using the

Credit Limit available on the Cardmember's Card Account and repaying the amount of the purchase in equal monthly installments in accordance with these EPP terms and conditions.

12.2 Eligibility

The EPP is offered exclusively to the Cardmember, as long as the Cardmember's Card Account is in good standing as per these Terms. Every Cardmember is automatically eligible to participate in the EPP. The EPP is available for both Primary Cards and Supplementary Cards and can be booked by the Primary Cardmember only.

12.3 Conducting an EPP transaction

- (a) The EPP will be available for selected goods and services offered by specific merchants determined by ila from time to time.
- (b) When availing of the EPP for the selected goods and services, the Cardmember will have to pay deferred payment charges for use of the EPP. The total amount payable to ila (the "**Total EPP Price**") will be the sum of the purchase price of the goods and services and the deferred payment charges.
- (c) The selected goods and services offered by the specific merchants, the applicable deferred payment charges and the number of monthly installments to be paid (the "**EPP Term**") with respect to each good and service shall be determined by ila from time to time and communicated to the Cardmember accordingly (hereinafter referred to as the "**Offer**").
- (d) The deferred payment charges and the EPP Term may vary from one offer to another.
- (e) Ila will authorise an EPP transaction provided that the amount of the EPP transaction is within the Cardmember's available Credit Limit and that the Card Account is in good standing per these Terms at the time of the transaction.

- (f) If the Cardmember is interested in availing of any Offer under the EPP, the Cardmember has to make the purchase at the specific merchant. The Cardmember will have to subsequently call ila and request to convert the transaction to an EPP transaction. ila will process the Cardmember's request in accordance with these EPP terms and conditions and the terms applicable to the specific Offer in respect of the deferred payment charges and the EPP Term. ila will also accept a request sent via the ila App by the Cardmember requesting conversion of a transaction to an EPP transaction. If ila approves conversion of the transaction to an EPP transaction, the Cardmember will be notified as to the deferred payment charges, the EPP Term and the EPP Monthly Installments on the next Statement of Account.

12.4 Billing and payment of the EPP Installments

- (a) The amount to be paid every month (the "**EPP Monthly Installment**") will be computed by dividing the Total EPP Price by the EPP Term.
- (b) The EPP Monthly Installments will be charged to the Card Account starting from the Statement of Account immediately following the date of purchase and every month thereafter until the Total EPP Price has been charged in full.
- (c) When a Cardmember makes a purchase(s) under the EPP, the Minimum Payment Amount for the Card Account will be the sum of the EPP Monthly Installment(s) plus all other outstanding transactions multiplied by the required payment percentage determined by ila, plus any excess amounts over the Credit Limit and all past due amounts, if any.
- (d) If the Cardmember pays less than the Minimum Payment Amount by the Payment Due Date specified in the Statement of Account, charges and delay interest as per these Terms and the Schedule of Fees and Charges will be applicable.

- (e) The Cardmember may request a reduction in the EPP Term, i.e. the number of EPP Monthly Installments. ila will review the request and may in its discretion agree to the Cardmember's request, charging a fee determined by ila in its discretion to the Card Account for processing the request.
- (f) The Cardmember may prepay the Total EPP Price in one (1) lump sum prepayment. There will be a charge determined by ila in its discretion to process the request.
- (g) If the Cardmember fails to make payment in full of two (2) consecutive EPP Monthly Installments, the entire outstanding balance of the Card Account shall immediately become due and payable by the Cardmember, and ila shall have right to demand the immediate payment thereof at its discretion.
- (h) If the Card Account is closed prior to the payment in full of the Total EPP Price, the unbilled amount of the Total EPP Price will be immediately billed to the Cardmember. The entire outstanding balance of the Card Account shall immediately become due and payable by the Cardmember, and ila shall have the right to demand the immediate payment thereof at its discretion.

12.5 Title of the item

The good(s) and any and all replacements, accessions and accessories thereto purchased by the Cardmember under the EPP shall be ila's absolute property until the Total EPP Price is paid in full and all the EPP terms and conditions have been complied with. The Cardmember will not be the owner of the good(s) until such date, and until this time, the Cardmember will not make any statements or allegations to this effect. The Cardmember shall not sell, rent, mortgage or assign the good(s) or encumber the good(s) or waive its acquisition or in any other way deal in the good(s) or transfer any interest therein to any person or party. The Cardmember shall exercise proper diligence in the use and maintenance of the good(s).

12.6 Product liability

ila will not be liable for any damage or loss incurred by the Cardmember arising out of the purchase, installation, use or otherwise of the good(s) and/or service(s) under the EPP nor shall ila be responsible in any way for the quality of the goods and/or services purchased under the EPP. Any complaint as to the quality of the goods purchased or services rendered through the EPP shall be referred to the relevant supplier or merchant shall not affect the Cardmember's obligation to continue paying the EPP Monthly Installments to ila. The purchase of the goods and/or services under the EPP shall be subject to the terms and conditions of the seller or provider of the goods and/or services, which are of no concern to ila or to the obligation of the Cardmember to pay the EPP Monthly Installments to ila.

12.7 Modifications, amendments and cancellation

- (a) Ila is entitled at any time without any prior notice or liability to the Cardmember in any manner whatsoever to terminate the EPP or cancel or vary its benefits or features, or vary, or add or delete any of the EPP terms and conditions. However, such termination, cancellation or variance shall not affect transactions concluded by the Cardmember and accepted by ila under the EPP before such decision nor the Cardmember's obligations to pay the EPP Monthly Installments with respect to such transactions. ila is also entitled to determine a minimum limit for the minimum purchase amount allowable under the EPP for each particular offer.
- (b) Ila reserves the right to disqualify any Cardmember from further participation in the EPP, if in its judgement, that Cardmember has in any way violated any of these Terms. Suspension and disqualification shall not lead to termination of transactions already concluded by the Cardmember and accepted by ila before such decision nor the Cardmember's obligation to pay the EPP Monthly Installment with respect to such transactions.
- (c) ila shall be entitled to disallow or refuse any transaction submitted by the Cardmember to it under the EPP without providing any reason whatsoever.

12.8 Miscellaneous

- (a) Ila shall not be responsible for any delay in the transmission to ila of evidence of an EPP transaction by the specified merchants or any other third party.
- (b) Ila reserves the right to withdraw the EPP with prior notice.