

## **Credit Card & Pre-Paid 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 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 requires 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.

“**Available Balance**” means the amount standing to the credit of a Pre-Paid Card at any time.

“**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 Credit 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/MasterCard Credit Card or Pre-Paid Card issued by ila to the Cardmember and includes Primary and Supplementary and Replacement Cards.

“**Card Account**” means a 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 8.5.

**“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 Card”** means an ila Visa or Mastercard credit card with an applicable Credit Limit set by ila.

**“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.

**“Delinquent Card Account”** means a Credit Card held by a Cardmember who has failed to make the minimum monthly payment by the respective due dates.

**“Eligible Transaction”** means a completed process of valid payment, made by the



Cardmember, for the purchase of goods and or services to which the Rewards Program applies, and all transaction must be posted, but which exclude cash advances, cash withdrawals, all fees charged on the Credit Card by ila (including late payment and collection fees, annual Credit Card fees, any insurance fees, over-limit fees, interests, etc.), tax refunds, balance transfers to the Credit Card, chargebacks, fraudulent and disputed transactions, transactions reversed by the provider of the goods and/or services, and any other transactions, charges or fees which may be determined by ila from time to time at its sole and absolute discretion.

**“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.

**“Good Standing”** means a Credit Card which is active, in good standing and not in default in that the Cardmember is making the minimum monthly payments due to ila by the respective due dates.

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

**“ila Phone 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 6.11.

**“Load”** or **“Reload”** means to add funds to a Pre-Paid Card and ‘Loaded’ or ‘Reloaded’ and ‘Loading’ or ‘Reloading’ will be used accordingly.

**“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 6.6.

**“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 6.1.



**“OTP”** means 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.

**“Pre-Paid Card”** means a Visa or Mastercard issued by ila which may only be utilised by Loading or Reloading funds onto such card.

**“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.

**“Rewards”** means air miles, cashback, Tokens or any other products or services, which are offered by the Rewards Program Partners from time to time which may be redeemed by the Primary Cardmember by using the Tokens issued under the Rewards Program.

**“Rewards Balance”** means the balance of all Tokens earned through Eligible Transactions after having deducted any Tokens which have already been utilised or redeemed.

**“Rewards Program”** means the Tokens redeemable with the Rewards Program Partners pursuant to the Rewards Terms, and as further described in Clause 13.

**“Rewards Program Partners”** means independent third-party merchants with whom ila

has an agreement directly or indirectly allowing the Primary Cardmember to redeem Tokens.

**“Rewards Terms”** means the terms and conditions applicable to the Rewards Program, as may be amended, varied, or supplemented from time to time.

**“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.

**“Tokens”** means the tokens earned, accumulated, or redeemed under the Rewards Program in accordance with the Rewards Terms.

### **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-activated 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 11 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 services 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 (subject to any applicable fees);
  - (c) Cash Advances, as set out under Clause 8 hereof if applicable; and/or
  - (d) Other facilities, subject to prearrangement with the Bank, if applicable.
- 4.2 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 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 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 affected at such rate of exchange as may be conclusively determined by the Bank as at the date that it is recorded in the Card 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.

- 5.3 If a Card Transaction disputed by the Cardmember is subsequently proven to have been originated by the Cardmember, 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.
- 5.4 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.
- 5.5 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 11.6 hereof shall be applicable.
- 5.6 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.

- 5.7 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 Cardmember'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 and/or cancel the Card (as the case may be).
- 5.8 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.
- 5.9 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.
- 5.10 Cardmember will not be allowed to transfer funds from one Card Account to another in settlement of the dues of a Card Account.
- 5.11 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 Bahraini Dinar 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.

- 5.12 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.
- 5.13 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).
- 5.14 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.
- 5.15 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.
- 5.16 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. Credit Card**

- 6.1 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 affect 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 6.6 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 11.6 shall be applicable.

- 6.2 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.
- 6.3 For the sake of clarity, the provisions of this Clause (6.3) shall apply to the payments received by ila in respect of all its Credit Card related products and services. 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) EPP Processing Fees which have been billed; (b) Balance Transfer Fees which have been billed; (c) Cash Advance Fees, which have been billed; (d) VAT charges which have been billed; (e) Card membership fees (if billed); (f) Late Payment Charges; (g) Overlimit Fees; (h) Card insurance charges (if any); (i) EPP interest; (j) interest charged on any Balance Transfer Amount, which has been billed; (k) interest charged on Purchases, which has been billed; (l) interest charged on Cash Advances, which has been billed; (m) EPP Instalment Amount; (n) Balance Transfer principal which has been billed; (o) Purchases which have been made and billed; (p) Cash Advances which have been drawn and billed; (q) Balance Transfer principal which has not been billed; (r) Purchases which have been made but not billed; (s) Cash Advances which have been drawn but not billed; and (t) interest, fees and charges which have been charged but not billed.
- 6.4 Within the categories set forth in Clause (6.3), 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.

- 6.5 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.
- 6.6 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. If there is a Current Balance of less than one (1) Dinar and there is no pending Card Transaction to be billed, no Statement of Account will be issued and no interest will be charged. 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)
- 6.7 Subject to Clause 11.6 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.
- 6.8 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 8.4.
- 6.9 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.
- 6.10 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 Bahraini Dinars 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.

- 6.11 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.
- 6.12 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.

## **7. Pre-Paid Cards**

- 7.1 Cardmembers may top-up their Pre-Paid Cards via the following:
- (a) Manual one-time option: Cardmembers can top-up their Pre-paid Card using their ila bank accounts, Benefit Gateway or in the ila App, Benefit gateway on the ila website and using the same payment options that is being currently used for Credit Cards payments. Cardmembers can also use their ila Bank Credit Card to top-up their Pre-Paid Card (Cash Advance Fee may apply).
  - (b) Automatic ongoing option: Cardmembers have an option to set up an automatic top-up amount using their ila bank accounts or their ila Credit Cards. The Cardmember may select between various frequency options: daily, weekly, monthly, quarterly or yearly. This service may incur a set-up fee. Cardmembers have the option to amend the frequency at any time free of charge.
- 7.2 Unless stated otherwise the top-up amount will be credited to the Pre-paid Card when the Bank receives such amounts from the Cardmember's ila account, which may be up to the next business day following the day on which the Cardmember initiates the transaction.
- 7.3 The Cardmember agrees to present the Card and meet identification and minimum age (18 years) requirements as may be required from time to time to complete the top-up. If the identification verification is not successful, the Cardmember will have access to the funds on the Pre-Paid Card, but the Cardmember will not be allowed to top-up the Pre-Paid Card.

- 7.4 Where the Cardmember chooses to top-up by way of cash or use any other transfer or facilities provided by the Bank to top-up, the Cardmember will be solely responsible for advising the correct card number or Cardmember reference number to which the transfers/payments are to be made. The Bank shall not be liable for any inaccurate transfer of funds due to the Cardmember's error/incorrect advice. The Bank shall not be a party to queries or disputes regarding excess, insufficient, late or incorrect transfer/payment or disputes of any nature whatsoever, which may arise.
- 7.5 If the top-up amount exceeds the maximum balance set by the Bank, then the Bank may, at its discretion, refuse to top-up such excess amount.
- 7.6 The Bank is authorised to withhold any top-up amount and will not release the funds in relation to such top-up if the Bank has reasonable grounds to believe that such funds are from suspicious, illegal, or illegitimate sources. The Bank will contact the Cardmember for further information and such other necessary evidence (to the Bank's satisfaction) the source of such top-up. If the Bank is not satisfied with such information or proof, the Bank is authorised to surrender such amounts, without further notice to the Cardmember, to the relevant law enforcement authorities for further investigation and/or legal action.
- 7.7 Following each usage of the Pre-Paid Card, the Cardmember authorises the Bank to reduce the Available Balance on the Pre-Paid Card by the amount of the relevant Card Transaction.

## **8. Credit Card Cash Advances**

- 8.1 The Cardmember may obtain Cash Advances using a Credit Card 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 Credit 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 Credit 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).

- 8.2 The use of the Credit 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 8.4 and 8.5.
- 8.3 Any cash withdrawals from the Cardmember's other accounts effected through the use of the Credit 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.
- 8.4 Interest at the prevailing rate applied by the Bank to Cash Advances and calculated daily shall accrue on each Cash Advance from the date of the Cash Advance until repayment in full.
- 8.5 The Cash Advance Fee shall be assessed on the amount of each Cash Advance and charged to the Card Account.

## **9. Supplementary Card / Joint and Several Liability**

- 9.1 The Bank may in its absolute discretion issue a Supplementary Card (Credit Card or Prepaid 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.
- 9.2 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 (if applicable) 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.
- 9.3 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.

- 9.4 Any Card limits 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.
- 9.5 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.

## **10. Loss of Card / Disclosure of PIN / OTP**

- 10.1 The Bank may issue a PIN to the Cardmember for use at any ATM which will accept the Card.
- 10.2 The Cardmember 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 Cardmember 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 unauthorised person, the Cardmember shall immediately notify the Bank by immediately calling the dedicated telephone numbers made public to the Cardmember and published from time to time. Until

the Bank receives a formal notification, the Primary Cardmember will be liable to the Bank in respect of any use of the Card during this period of loss or theft.

- 10.3 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.
- 10.4 The Cardmember shall take all reasonable precautions to prevent the loss or theft of the Card and shall not disclose either the PIN or the OTP to any party.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 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.

## **11. Termination**

- 11.1 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

ila Phone 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.

- 11.2 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 ila Phone 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).
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.

- 11.7 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).
- 11.8 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 shall be payable by the Cardmember.
- 11.9 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.

## **12. Exemptions and Exclusions**

- 12.1 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.
- 12.2 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.
- 12.3 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.

- 12.4 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.
- 12.5 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.
- 12.6 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.

### **13. Rewards Programs**

#### **13.1 Rewards Program Eligibility**

- a) The Rewards Program is only available on ila Credit Cards.
- b) The Cardmember must hold a valid Credit Card which remains in Good Standing throughout his/her participation in the Rewards Program.
- c) Primary Cardmembers, who are deemed eligible by ila, may become members of the Rewards Program ila App. To activate the Rewards Program, Cardmembers must complete the selection of the Rewards after activating the Credit Card.
- d) ila retains the right to amend/change the eligibility criteria at any time, at its sole and absolute discretion, and by giving notice to the Cardmember.

#### **13.2 Awarding Rewards**

- a) Cardmembers shall have the option to select the Rewards type to be earned for eligible transactions defined below. The current available Reward types are Tokens, Cashback or Airline miles offered by participating Program partners.
- b) Cardmembers shall earn Rewards on authorized and posted transactions, any declined, cancelled or refunded transactions will not be eligible to earn Rewards. Credit card interest, fees and charges are not eligible to earn Rewards. Cash transactions are not eligible to earn Rewards. This includes ATM and in app cash withdrawals. Credit card account should be in Good Standing to be eligible to earn rewards.
- c) Cardmember who selects the option to collect Tokens shall have the option to redeem the collected Tokens at any time directly via ila app through converting these Tokens to Cashback or Airline miles.
- d) Conversion rates of the Tokens will be shown during the conversion process, and upon customer acceptance the conversion process will take place.  
Conversion rates could be changed from time to time at the bank discretion, and by giving adequate prior notice to the Cardmember.
- i. Rewards options available for redemption can be changed from time to time at bank discretion
- ii. The Rewards earning criteria will be published on ila bank website, that illustrate how many points a cardholder shall earn per type of transaction.

Rewards can either be redeemed automatically with a Rewards Partner or can be redeemed as Tokens (upon the selection of the Primary Cardmember).

- iii. The number of Rewards earned on Eligible Transactions for one (1) Bahraini Dinar (or its equivalent in foreign currencies for international transactions) shall be set out in the Reward Program's section of the ila App or website from time to time and may be changed, varied, amended or adjusted at any time by ila in its sole discretion by giving notice to Cardmembers via the ila App or website.
- e) Cardmembers shall earn Rewards from the effective date of the Primary Cardmember's participation in the Rewards Program. For the avoidance of doubt, Cardmembers will not earn Rewards for any Credit Card use prior to the effective date of the participation in the ila Rewards Program.

- f) Supplementary Cardmember cannot earn Rewards separately from the Primary Cardmember. All Rewards accrued under the Rewards Program by the Supplementary cardmember will accumulate to the account of the Primary Cardmember on which the Supplementary Card were issued.
- g) Primary Cardmembers who terminate a Supplementary Card will still be eligible to participate in the Rewards Program. Benefits which accrued up to the date of termination of the Supplementary Card will still be available and passed on to the Primary Cardmember.
- h) Rewards will be posted to the Primary Cardmember's Card Account within one week, following the Eligible Transaction posting to the Cardmember's Card Account.
- i) If a Primary Cardmember disputes the number of Rewards awarded in respect of an Eligible Transaction, a claim must be made to details within one (1) month of the date of the Eligible Transaction. ila reserves its right to request additional documentary evidence to support the Primary Cardmember's claim. Any such claims will be reviewed by ila on a case-by-case basis and will be finally determined at ila's sole and absolute discretion.

### **13.3 Tokens Redemption**

- a) Tokens can be redeemed for Rewards offered by the Rewards Program Partners as detailed on ila's website. All Rewards are subject to availability and certain restrictions may apply.
- b) Tokens can be redeemed for Rewards after the Tokens have been allocated to Primary Cardmember's Rewards Balance or Credit Card, and at a time of the Primary Cardmember's choosing (subject to any applicable expiry or termination dates). The redemption criteria for conversion of tokens to rewards will be presented in the app
- c) A Primary Cardmember may access and/or redeem any accumulated

Tokens through the ila App, or by such other means as may be confirmed by ila from time to time.

- d) All requests for redemption of Tokens must be made by the Primary Cardmember. For the avoidance of doubt, Supplementary Cardmembers shall not have the right to access, redeem or otherwise utilise any Tokens granted under this Rewards Program. ila shall assume that all redemption requests made through the ila App are made by the Primary Cardmember in his/her capacity as such.
- e) The Primary Cardmember is solely responsible for submitting the appropriate and complete request for the utilisation of Tokens and any procedures, reservations, documentations, and notifications in connection therewith as may be necessary or required from time to time.
- f) All redemption requests will be processed on a first come, first-serve basis. The time for delivery of a Reward may vary depending on the actual Reward redeemed. ila shall exercise its best efforts to mail and or deliver the Reward to the Primary Cardmember within fifteen (15) working days of its receipt of the redemption request.
- g) Tokens and Rewards are personal to the Primary Cardmember and cannot be exchanged, assigned, sold, transferred, shared, or otherwise disposed of to any other person or account for any reason. Rewards must be used by the Primary Cardmember.
- h) Requests for utilisation or redemption of Tokens which are received by ila are final and irrevocable. Utilised Tokens/redeemed Rewards are not exchangeable for other Rewards, and are not refundable, replaceable, or transferable for cash or credit. Rewards have no cash value.
- i) The Airline miles include Gulf Air Miles “Frequentflyer”, and Turkish Airline Miles “Miles &Smiles” customer should have and submit the relevant account number with these Program partners to be able to collect their airline miles. Once the Rewards are being transferred to cardmember’s account with the selected participating Program partner, the partner’s program terms and conditions to be applied. Ila bank is not liable in case Rewards are being transferred to a wrong account number with any of the program partners due to incorrect account number provided by the cardmember. Also, ila bank is not liable in case of expiry of the converted

airmiles in the cardmember's account with the program partners.

- j) The Primary Cardmember must redeem all Tokens before cancelling the Credit Card. As such, the Primary Cardmember must ensure that, as at the time of redemption, the Credit Card is not cancelled. If the Credit Card is cancelled before the Tokens are redeemed, all accumulated Tokens shall be lost and will not be reinstated to a new account. ila is not responsible for notifying the Primary Cardmember of any Token Balance prior to the cancellation of a Card Account or Credit Card.
- k) Tokens may not be utilised in any way in the event of the death or incapacity of the Primary Cardmember, or if any outstanding payment for the Credit Card is overdue, or if the Credit Card is suspended or is terminated by ila at the time of the request for utilisation. In the event the Credit Card is cancelled, any Tokens not utilised before the date of cancellation will be lost.

#### **13.4 Disqualification from Participation in the Rewards Program**

- a) Cardmembers shall immediately be disqualified from participation in the Rewards Program and/or from the redemption of their Tokens if:
  - i. the Primary Cardmember's Credit Card has been blocked, suspended, terminated or closed; or
  - ii. the Primary Cardmember's Account is or becomes Delinquent; or
  - iii. the Cardmember (whether Primary or Supplementary) refuses to comply with or is otherwise found to be in breach of his/her obligations under the Credit Card Terms and Conditions or these Rewards Terms.
- b) Any unused Tokens held by a Cardmember who has been disqualified from the Rewards Program shall be cancelled and will no longer be available for use under the Rewards Program. The Cardmember will also lose the right to earn additional Tokens on future Eligible Transactions.
- c) If a Delinquent Credit Card is returned to Good Standing, the Cardmember may submit a request to ila to participate in the Rewards Program.

Requests will be reviewed and determined by ila at its sole and absolute discretion. Any decision will be final without the need to give any reasons.

- d) If ila determines any fraud or other abuse relating to the accrual of Tokens by a Cardmember, then such Tokens fraudulently earned by the Cardmember shall be forfeited as well, the Cardmember's membership may be cancelled. The Primary Cardmember shall be fully responsible and liable for anything arising, therefore.

### **13.5 Rewards Program Partners:**

- a) The Rewards Program is managed by ila and selected Rewards Program Partners to offer Primary Cardmember's access to Rewards.
- b) The redemption and use of Tokens and Rewards is subject to availability and to such conditions as may be specified by the Rewards Program Partners. ila is not responsible for ensuring that the Reward that the Primary Cardmember has redeemed will be available.
- c) The Cardmember understands and acknowledges that upon selection of a Reward from a Rewards Program Partner, the Cardmember shall enter into a direct agreement with the Rewards Program Partner, and not ila. As such, the Cardmember is strongly advised to read, understand and agree to the respective Rewards Program Partners' terms and conditions prior to purchasing any Reward(s) from them.
- d) The Cardmember acknowledges and agrees that if the Reward is unsatisfactory for any reason, ila shall not be liable for any such Rewards, nor shall it be responsible for the quality and/or performance of the Rewards supplied by the Rewards Program Partner. All complaints must be directed to the respective Rewards Program Partner. ila shall not be responsible for any refund and/or exchange of any Rewards.
- e) By accepting the Rewards Program Partner's offer, the Cardmember agrees to abide by the terms and conditions of the purchase of the relevant Reward, including payment of all amounts when due and complying with all rules and restrictions regarding booking, availability, cancellations and refunds in respect of such Rewards.
- f) ila is not an agent, partner, joint venture, employer/employee of the

Rewards Program Partners and is not responsible for and will not assume any liability for any changes in or discontinuance of the benefits offered by the Rewards Program Partner.

#### **13.6 Refunds:**

There will be a proportionate adjustment of Tokens / Rewards by reduction for any credits to the Primary Cardmember's Credit Card with respect to returned goods or services, refunds for disputed transactions, billing disputes or otherwise.

#### **13.7 Tokens Expiry:**

- a) Tokens are valid and can only be accumulated for a period of up to three (3) years from the date of the Eligible Transaction.
- b) Any Tokens not used by the end of such period shall be forfeited without the need for notices or reminders. For the avoidance of doubt, Tokens will not be transferred to any other account held by the Primary Cardmember or otherwise, for any reason.

#### **13.8 General Conditions:**

- a) ila reserves the right to change, suspend or terminate the Rewards Program, or change these Rewards Terms, including but not limited to the percentage rates and what qualifies as an Eligible Transaction, at any time by notice to the Primary Cardmember.
- b) Notices to be given to the Cardmember under these Rewards Terms shall be deemed to have been sufficiently served once published on ila website and/or ila App.
- c) ila reserves the right to change the Token value of the individual Rewards to reflect changes in the prices charged by the Reward Program Partners for such Rewards. Changes shall be effective immediately and will be applied with notice.
- d) ila reserves the right to cancel, change or substitute the Rewards and/or the Reward Program Partners at any time at its sole and absolute discretion.

- e) ila shall have the right, but not the obligation, to offer Cardmembers special promotions or opportunities to earn additional Tokens and Rewards, as it sees fit.
- f) Cardmembers consents to the disclosure of their Card Account information to the Rewards Program Partners and to any third party as may be necessary for the purposes of fulfilling their Rewards redemption requests.
- g) Cardmembers agree to receive operational communications about the Rewards Program, as well as advertising and marketing material from ila.
- h) ila will not be liable for any damages or losses experienced by the Cardmembers due to the Rewards Program or its underlying technology including where it is not operational or accessible to the Cardmember. Further, ila shall not be held responsible/liable in any manner whatsoever for any damage and/or loss incurred by the Cardmember from the redemption of Tokens and/or purchase of Rewards through the Rewards Program.
- i) ila does not make any expressed or implied representations or warranties to the Cardmember regarding the accuracy, reliability, or availability of or other operations related to the Rewards Program, or that all Rewards will be available for redemption.
- j) If a Cardmember is found to have used, or to have attempted to use, any part of ila infrastructure, website, applications or technology for illegitimate purposes, or for purposes other than those set out in these Rewards Terms, the Cardmember will forfeit all accumulated Tokens without compensation. Additionally, the Cardmember's membership in the ila Program will be terminated immediately, and he/she will be prohibited from all future participation in the ila Program. If appropriate, the Cardmember will also be prosecuted to the fullest extent that the law permits as a result of any damages to ila.
- k) Notwithstanding anything to the contrary, ila Bank have the right at all times to disqualify and or revoke your Credit card accounts' eligibility (and continued eligibility) to participate in the Rewards Program. Such

disqualification could be for reasons such as, but not limited to, accounts frozen by authorities, fraud, remedial or delinquent credit facilities including credit cards, etc., based on review and approval by ila management.

- l) All limitations on liability and rights of ila under these Rewards Terms shall survive the termination or disqualification from the Rewards Program.
- m) The Cardmember must provide ila with valid contact information (including email address, phone number and home address), and keep ila informed of any changes to the same.
- n) The Cardmember's membership in the ila Program is contingent upon continuous adherence to these Rewards Terms, as may be amended from time to time.

## **14 Easy Payment Plan – Credit Card Only**

The terms and conditions of this Clause 14 shall be without prejudice to the terms and conditions of the other terms governing the issuance and use of Credit Cards. The following terms and conditions are applicable to the Easy Payment Plan.

### **14.1 General**

- a) The Easy Payment Plan is available to Credit Card Cardmembers. It is hereinafter referred to as the “**EPP**”.
- b) The purpose of the EPP is to enable the Credit Card 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.

### **14.2 Eligibility**

The EPP is offered exclusively to the Credit Card Cardmember, as long as the Credit Card 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.

### 14.3 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 log into the ila App and select the eligible transaction to convert it to an EPP . 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 the 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.

- g) Transaction that has been posted in the current billing cycle only will be eligible for EPP as long as they meet the eligibility criteria set by ila.
- h) The applicable eligibility criteria can be changed from time to time.

#### **14.4 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 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.
- f) 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.
- g) 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.

#### **14.5 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 full EPP Price is paid 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).

#### **14.6 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.

#### **14.7 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.

#### **14.8 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.