

Terms and conditions for issuing and using Visa Card and MasterCard from Boubyan Bank

Pursuant to the application submitted to Boubyan Bank by the client for the issuance of Visa/MasterCard, the client has accepted to strictly comply with the following terms and conditions:

1. **Definitions:** the following words shall have the meanings corresponding to them, whenever included in this application:
 - a) **BBYN:** Boubyan Bank.
 - b) **Cards:** Visa Card and MasterCard issued by Boubyan Bank.
 - c) **The Client:** The person to whom the card is issued.
 - d) **The Merchant:** Any individual, establishment, company or corporate body that accepts the cards.
 - e) **Account:** The client's account in which all banking transactions of the card, fees, subscriptions, expenses and due charges shall be recorded as set out in this application.
2. The card shall be used by the person to whom it is issued within the permissible limits, and the client is not allowed to exceed these limits.
3. The client shall be entirely responsible for the card, its use and the consequences resulting from such use, particularly in case of its damage, loss or theft or misuse by him/her or by third parties, and whether such was made by the client's consent or not. In all cases, the client shall be committed to paying Boubyan Bank the debit balance accruing on the account.
4. The client shall immediately notify Boubyan Bank in writing in case of the loss or the theft of the card either at P.O. Box 25507, Safat 13116, Tel: 1820082, or +96522282000 abroad, or through any of Boubyan Bank's branches within 24 hours of the incident. The client shall remain liable for any transaction resulting from the use of the stolen or lost credit card until Boubyan Bank receives such written notice.
5. Boubyan Bank is not held responsible for any action, omission or objection whatsoever by any merchant, including the denial by any merchant to accept the cards.
6. All amounts payable to Boubyan Bank by the client shall be charged over and above 2.5% (two and a half percent) on transactions carried out in foreign currency at the Kuwaiti Dinar special daily exchange rate provided by Visa/MasterCard for this foreign currency, at the date when Boubyan receives a statement of account of such

amounts from the entities that carried out such transactions. Such a procedure shall be considered to have been made by virtue of an express authorization from the client. A fee of KD 6 per transaction will be levied on any cash withdrawal transaction. Such a procedure shall be considered to have been made by virtue of an express authorization from the client.

7. Boubyan Bank shall be entitled to immediately recover the amount due to it from any deposits, payments or accounts held by the client with Boubyan Bank, whatsoever their description, without the need to present any notice or obtain permission from the client.
8. All deposits, goods, accounts and any property belonging to the client, which are under the control of Boubyan Bank, shall be considered to have been pledged as a collateral for the settlement of all the due amounts, or such amounts which will become due from the client for any reason whatsoever.
9. The client shall pay Boubyan Bank all the expenses and amounts arising due to his/her use of the card, including the cost of transfers, telexes, and commissions charged by banks or other financial institutions due to the client's use of the card.
10. Boubyan Bank shall keep the ownership of the card and its PIN.
11. Boubyan Bank shall not be responsible for any damage incurred as a result of the malfunctioning of the ATM or the cards' acceptance machine, for any reason whatsoever, or due to the insufficiency of the balance in these machines inside or outside the State of Kuwait.
12. Boubyan Bank reserves the right to renew the card at any time it deems appropriate. The client may, at least sixty (60) days before the expiry date of the card, apply for cancellation of his/her membership. Such a request shall be made in writing on the form prepared for this purpose at Boubyan Bank, and the card shall be returned. Returning the card by the client to Boubyan Bank, with the latter's receipt of the card without reservation, shall not discharge the client's responsibility towards Boubyan Bank. In all cases, the client shall remain liable for all obligations arising from using the card until the complete fulfillment of such obligations and the settlement of the card accounts or after the lapse of no less than sixty (60) days from the date of returning the card, whichever is earlier. In the event of non-receipt of the card within sixty (60) days, the card shall be destroyed. However, if the client requests another card, such a card shall be issued to him/her and shall be valid for the remaining period of the subscription. In both cases, charges shall be collected from the client's account.

13. Boubyan Bank shall be entitled to cancel or suspend the credit card as it deems appropriate without giving any reasons, even if the second party does not exceed the card's limit, particularly in the following cases:
- a) If the client falls in breach of any of the terms and conditions set out in the application.
 - b) If the client misuses the card, especially if he/she uses it for payment of the value of goods, businesses or services in breach of Islamic Shari'a.
 - c) If an enforceable or a provisional attachment order is made on the client's properties.
 - d) If a judgment is passed against the client for liquidation of his/her properties, or he/she is declared bankrupt.
 - e) If the client fails to honor any due payment for the first party (the bank) on the due date thereof even if such an amount is a result of any bank financing extended to the client by the first party by virtue of contracts for other credit facilities.
 - f) If the client is incapacitated or in case of his/her death.
 - g) If the client's account is closed whether by a decision from Boubyan Bank or upon the request of the client.
14. The client may not use the credit card in gold purchases for the purpose of trading but he/she may purchase gold for his/her personal needs only.
15. In the event that any reason arises for cancellation of the card, the client shall return the card to Boubyan Bank. All obligations arising from using the card shall remain under the client's responsibility until the fulfillment of such obligations and the settlement of the card accounts. Returning the card by the client to Boubyan Bank after the bank's cancellation of the card without reservation shall not be deemed a proof of the client's exoneration from the obligations towards Boubyan Bank.
16. Each notice sent by Boubyan Bank to the client at his/her address indicated in the application shall be deemed sound and valid. The client undertakes to advise Boubyan Bank in writing if any change occurs to his/her address.
17. Charges shall be collected by Boubyan Bank on the amounts resulting from the use of the card by the client's account, including the amounts referred to in article 9. Boubyan Bank shall send a statement of account to the client showing the amount to be settled by the client.

18. The client waives the right to request auditing the books and accounting records of Boubyan Bank related to the client's obligations arising from the cards as provided in this application. The client shall not be entitled to object to the same unless a conclusive evidence exists to the contrary so long as such evidence is acceptable to the auditing bodies and authorities in charge of supervision over compliance with the Islamic Shari'a.
19. Boubyan Bank may amend these terms and conditions at any time it deems appropriate. In the event of announcing the amendments at its branches, such amendments shall be effective as of the date of announcement unless the client refuses such amendments. In which case, the client is deemed to have requested the cancellation of the card and, thereby, he/she shall be subject to the provisions of articles 12, 13 and 15.
20. The client acknowledges that he/she is aware of the following provisions and that he/she approves and accepts them:
- a) The services available through the card may not be available in certain countries and on some days due to public, national or religious holidays to employees, and the client acknowledges that he/she is aware of this fact and accepts it.
 - b) Any authorization for increasing the credit card's limit to the client requires making certain communications with Boubyan Bank. The client, therefore, consents to postpone using the card until the lapse of the period required for obtaining Boubyan Bank's approval.
21. The client authorizes Boubyan Bank to deduct the amounts payable by him/her as a result of using the card in Kuwaiti Dinar by means of debit entries made to his/her account with Boubyan Bank.
22. *Commitment and Payment:*
- a) These cards allow the customer to pay the outstanding balance in full or over a period of time as per his request.
 - b) Boubyan Bank shall recover the amount payable for the cards at a rate of 8.33% of the outstanding balance as it appears in the monthly statement for the account determined by the client, or for any other account held by the client with Boubyan Bank.
 - c) There are no profits charged on the due balance.
 - d) The minimum monthly instalment payable for the credit card is 8.33% or KD 8.33 whichever is higher for VISA Gold ,VISA Platinum, MasterCard Titanium, MasterCard Platinum, VISA Signature & MasterCard World. The minimum

monthly instalment payable for VISA Infinite credit card is 20% or KD 100 whichever is higher.

- e) In the event of the client's breach of any of the terms and conditions of this contract, the payable amounts shall fall due in full. Accordingly, Boubyan Bank may initiate the legal proceedings for recovery of the amounts due to it and shall deduct such amounts from any accounts held by the cardholder with Boubyan Bank.
23. The above terms and conditions are subject to the provisions governing the relation between Boubyan Bank and the cardholder. Any provision not covered by these terms and conditions shall be subject to the provisions of the applicable laws in the State of Kuwait and shall fall under the jurisdiction of the competent courts in the State of Kuwait.
24. I consent and allow the Credit Information Network Company K.S.C.C. (Ci-Net) to exchange the information concerning consumer loans and credit facilities, related to installment sale transactions, among banks and investment companies subject to the supervision of the Central Bank of Kuwait, Boubyan Bank, and commercial companies and establishments subject to the supervision of the Ministry of Commerce & Industry, which extend credit facilities in accordance with Law no. 2 of 2001.
25. The client accepts and authorizes the disclosure of some data or information to external parties in order to develop or add services or products while such external parties shall be committed to maintaining the confidentiality of information and not using the data/information for any purpose other than the one specified for the same.
26. In case the client does not pay the due amounts within (60) sixty days, the card shall be suspended until repayment of all the due amounts arising from using the card. In case the delay period exceeds (90) ninety days, the card shall be suspended with immediate effect and shall be returned after the lapse of (6) six months from the date in which Boubyan Bank recovers the whole amounts payable to it. If the client does not settle the amounts payable by him, the card shall not be renewed except after the lapse of one year from the date in which Boubyan Bank recovers the amounts due in full. Hence, in case the client is not serious about repayment of the balances for the third time, the card shall be deemed cancelled and shall not be renewed again.
27. The client acknowledges the veracity of the bank's books and accounts, being a conclusive evidence to his due obligations arising from that contract, however, the customer is vested with the right to prove otherwise.

28. The customer may submit a request to obtain the invoices and receipts for the transactions which are claimed to be invalid on the card within 30 days from the date of performing the transaction and his right shall be barred by limitation after the lapse of this period (investigating the claim may take 30 days with the merchant and up to 90 days at most from the date of the transaction). In case the transaction is proven to be authentic contrary to the claims of the client, KD 5 will be deducted for each transaction.
29. Fees will be charged as per the list of fees & commissions approved by the CBK.