

## **General and Special Conditions for [Islamic Credit Card]**

Praise be to Allah the Lord of the worlds and may the blessings and peace of Allah be upon the most honored of messengers our master Muhammad and upon all his family and companions, and after that

It was agreed between:

**First: The Saudi National Bank (SNB)** - a Saudi joint stock company - capital 60,000,000,000 Saudi Riyals paid in full - Tax No. 300002471110003 - C.R 4030001588 - Subject to the supervision and control of the Saudi Central Bank - Licensed under Royal Decree No. 3737 issued on 1373/04/20 AH (corresponding to 1953/12/26 AD) - Main Building, National Bank of Saudi Arabia Tower, King Abdullah Financial District, King Fahd Road - 3208 - Al-Aqiq District - Unit No. 778 - Riyadh 920001000 - 13519-6676 - [www.alahli.com](http://www.alahli.com)

**Hereinafter referred to as " Card Issuer and/or the Bank and/or the First Party"**

**Second: The Applicant Hereinafter referred to as the "Applicant and/or Cardholder and/or Customer and/or Second Party"**

### **Preamble**

As the bank is a licensed entity from the Saudi Central Bank, and whereby the customer under this agreement submits to the bank in order to obtain credit through the Islamic credit card (the Card) and the services it includes such as: Electronic services, banking phone, and all related features and products that fall within the nature of the bank's activity, and after the bank's approval to issue the card and provide its services to the customer. Accordingly, the two parties after having met full legal and valid capacity have agreed to conclude this agreement in accordance with what was stated in the preamble and in accordance with all of the following terms and conditions:

### **Article (1): Definitions and Provisions:**

**Card:** It is an Islamic credit card based on Tawaruq and approved by the Sharia Committee, it is issued by the bank in the name of the customer (the card holder) based on the type of card determined by the customer in his request in accordance with the terms and conditions of this agreement in order to use the (Card) as one of the payment methods locally and internationally under the full responsibility of the customer, and so that it does not exceed all the terms and conditions of this agreement (which include the general and special conditions of the card) and any amendments thereto, as well as the card is considered the property of the bank and accordingly the customer is obliged to return it to the bank when necessary, and hereinafter referred to as (Card)

**Cardholder:** The applicant/customer applying for the card from the bank, which is issued in the name of the holder as the main card holder, in the event that the customer requests the issuance of a "Supplementary Card" the customer shall abide by paragraph (5) of Article Four below, and the card shall be issued (in the name of one of the customer's affiliates and/or relatives according to his request). Accordingly, the customer is obliged to pay all obligations resulting from the issuance of the card, whether to the main and/or supplementary card holder.

**Card Credit Limit:** It is the maximum limit of the available amount by which the bank allows the customer to obtain goods or services and/or withdraw cash in accordance with the terms and conditions of this agreement.

**Cash Withdrawal / Transfer:** It is the process of cash withdrawal / cash transfer - inside or outside the Kingdom of Saudi Arabia - when the customer uses the card with a maximum limit of (30%) of the credit limit specified for the card, provided that the cash withdrawal amount does not exceed (5000) Riyals in a single withdrawal process or - any amendment thereof - through the documented means of communication determined with the bank - from time to time - such as: Withdrawing from automated teller machines (ATM) using the PIN provided by the bank and/or transferring through alternative channels, the customer hereby authorizes the bank to record the withdrawn and/or transferred amount on his card account in addition to any fees imposed by the bank according to the type of card issued to the customer among the cards whose type is determined in Article Twenty One, the bank also has the right to amend the value of the cash withdrawal fees after taking into account paragraph (6) of Article Fifteen.

**Statement of Account:** It is a monthly statement issued by the bank to the cardholder, in which it shows the details of the transactions carried out using the card, the amount of debt owed by it, the method of payment, the date of payment, the date of the transaction and the name of the merchant, including all records related to his transactions with the card during the monthly statement preparation cycle, according to any method determined by the bank.

**Card Account:** It is an independent account from the other accounts of the card holder in the bank, this account shall be recorded with transactions related to the card transactions and other records related to fees/amounts related to the card.

**Due Date for Card Transactions:** All amounts owed by the customer must be paid within a maximum period of 20 days from the date of issuance of the card account statement, and the bank has the right to amend the due date without referring to the customer and/or obtaining his consent, provided that he shall be notified of the change within a period of no less than 30 working days from the date of the new due date.

**Card Usage:** The Card is used by the Card holder for his own transactions that are legally permitted in accordance with the terms and conditions of this agreement, the use of the card entails that the customer owes the bank the amount used as a result of all transactions registered on the card account, even if they exceed the credit limit according to specific conditions - and the resulting expenses, fees and/or currency exchange differences.

**Loyalty Programs:** Not apply to every card issued by the Bank - These programs include more than one program according to which the card holder is given rewards (according to the specific program for each card) when using a specific type of card in accordance with Article Twenty-One (Special Conditions of the Card).

**Value-Added Tax (VAT):** Where VAT is imposed, the value of any credit card purchase rate, or any fees or charges or any sums paid in accordance with all terms and conditions of this agreement (which include the general and special conditions of the card) shall be deemed to be free of VAT, whose value will be added according to the applicable tax rate or rate on its date or as that percentage will be amended in the future, whether by increase or decrease, which will be charged to the customer.

**E-Signature:** Electronic data included in an electronic transaction, added to it, or logically linked to it, used to prove the identity of the signer and his approval of the electronic transaction, and finding out any amendment to this transaction after signing it in accordance with the electronic transactions system and its executive regulations and any amendment to any of them – as well as in accordance with any instructions or circulars from the relevant authorities.

**E-Endorsement Certificate:** An electronic document issued by authentication service provider, used to confirm the identity of the person holding the electronic signature system, and contains data for verifying his signature in accordance with the electronic transactions system and its executive regulations and any amendment to any of them – as well as in accordance with any instructions or circulars from the relevant authorities.

**Electronic Services:** A service provided to the customer through electronic channels, while the customer applies to obtain the card and/or requests to obtain card-related services through electronic channels, which are carried out electronically using digital authentication, and its execution may not be challenged electronically according to the instructions of the Central Bank of Saudi Arabia.

**Agreement Schedules:** The agreement includes several annexes, for example, but not limited to: (SIMAH declaration form, the customer's personal obligations and expenses), any

document signed herein or electronically subsequently is considered an integral part of this agreement and binding on the customer, and he has no right to revoke or cancel it in any way.

**Credit Card Purchase Rate:** The value of the difference between the cost of the commodity purchased from the bank and sold to the customer according to the Tawaruq mechanism.

**Tawaruq Mechanism:** It is a process of buying and selling a commodity whereby the bank sells the commodity it owns to the customer at a deferred price, then the customer sells it at another price to third parties.

## **Article (2): Issue of Card / Record of Transactions:**

### **First: Issue of Card:**

- 1. Card Type:** There are several types of credit cards issued by the bank, and the type of (Card) is determined in accordance with the (special conditions of the card) of Article Twenty One and according to the customer's request under this agreement and its annexes, provided that the bank agrees to issue it, as well as the bank has the right to amend the type of card issued to the customer, provided that the customer is notified of the amendment of the card type before it is issued/renewed within a period of no less than 30 working days.
- 2. Card Category:** The Bank according to its sole will has the right to determine the category of the card approved to be issued by the bank according to (customer segment) and/or any conditions determined by the bank according to its sole will from time to time, this is (among the cards approved by the bank) which are issued/renewed to the customer in accordance with all the terms and conditions of this agreement (which include the general conditions for all types of cards and specific for each card), the bank has the right to amend the card category issued to the customer, provided that the customer is informed of the amendment of the card category before it is issued/renewed within a period of no less than 30 working days.
- 3. Rejecting Card Issue / Renewal:** The bank has the right to reject the customer's request to issue the card in his name, and the bank has the right to keep all the documents attached to the request and not return them to the customer, in the event that the issuance of (the card) is refused, whether it is a new credit card, a monthly debit card, or an alternative or additional card for a new or previous applicant, the bank must indicate the reasons for the rejection through a documented means of communication within a week from the date of the rejection decision.
- 4. Card Look:** It is agreed upon that the bank owns all cards issued. The Bank shall have the right to edit, change and replace the card look without referring back to the customer or notifying him/her.

**Second: Record of Transactions: The Customer hereby authorizes the Bank to:**

1. Recording the value of any card transactions, its fees, and any financial consequences and attachments on the customer's card account with the bank, as well as the customer is obliged to pay the debit balance due on him in accordance with all the terms and conditions of this agreement (which includes the general conditions for all types of cards and for each card), this balance remains valid and owed by the customer even after the card has expired or even after its cancellation (for any reason) until the debit balance due is paid in full by the customer, bearing in mind that this agreement does not include prepaid cards and corporate credit cards.
2. In addition to the above, recording transactions that are carried out via the Internet and/or at hotels and/or with the entities that accept the card to carry out the customer's transactions (which may not require an available credit limit specified in the card), the customer authorizes the bank to record it to the customer's card account with the bank, and the customer is obliged to pay the debit balance due on him according to the terms and conditions of this agreement, this balance shall remain even after the expiry date of the card or even after its cancellation (for any reason) until the due debit balance is paid in full by the customer.

**Article (3): Nature of Relationship between Parties / Independence of Card:**

3. This agreement between the bank and the customer establishes a guarantee relationship, according to which the bank guarantees the financial obligations of the customer resulting from the use of the card.
4. The relationship of the bank with its customer under this agreement is completely independent of the customer's uses of the card and his transactions with third parties under it, so that the bank is not responsible for the refusal of third parties to accept the card, and the bank is not considered a party to any relationship that the customer has with third parties under such card, so that the bank will not accept from the customer any request to exempt him from paying any obligation he has incurred or object to the bank fulfilling the obligations arising from his use of the card.

**Article (4): Mechanism of Receipt, Activation and Use of Card:**

**The customer is obliged to:**

- 1- **Card Delivery:** When the bank accepts the request submitted by the customer, the bank issues the card and the customer can collect it from one of the bank's branches and/or send it to the customer according to his request at the national address indicated in the request submitted by him, which is either by registered mail and/or by express mail at the customer's responsibility and without any liability on the bank.



- 2- **Signing the Card:** When the customer receives the card, the customer must immediately sign in the place designated for signing on the back of the card, and the bank is not responsible for the consequences and damages that result from the customer's failure to sign on the back of the card.
- 3- **Card Activation:** The customer is obliged to activate the card personally in order to be eligible to use the card and acquire its services and features according to the documented means of communication approved by the bank and determined by the bank from time to time, the customer acknowledges that the bank's sending the card to the customer and the customer's activation of the card makes the customer the holder of it, and this is an acknowledgment by him of accepting the terms and conditions of the card as confirmation of his acceptance of them as well as the customer acknowledges that he is legitimately and legally lawfully for all transactions issued under the use of the card. If the customer before activating the card notifies the bank of his desire to terminate this agreement within 10 days from the date of receiving the card, which was issued by the bank, so the bank may not collect any fees on it from the customer or even demand it unless the card is activated.
- 4- **Loss / Theft of the Card:** In the event of loss or theft of the card, the customer shall immediately inform the bank according to the documented means of communication approved by the bank and determined by the bank from time to time, the customer bears the responsibility to pay all amounts arising from the use of the card until the customer informs the bank of the loss or theft of the card, and in the event that the bank is not notified of the loss or theft of the card, the customer shall be responsible to the bank for all transactions made on the card.
- 5- **Supplementary Card:** At the request of the customer under the card account and after the bank's approval, an additional card may be issued to one of the customer's first-degree adult relatives (noting that the issuance of the additional card through electronic channels is limited only to the husband or wife and children) with the same terms and conditions of this agreement, (which includes the general conditions for all types of cards and specific to each card) to which the main card is subject and does not exceed the credit limit of the main card, as well as the outstanding or unpaid balances on the supplementary card are considered an integral part of the main card in accordance with the above. The customer acknowledges his full and complete responsibility for any of his relatives' use of the supplementary card as if it was used by the customer without any responsibility on the bank. The customer acknowledges that he is fully responsible for all obligations under the supplementary card, including any outstanding, pending and/or unpaid balances. Accordingly, the customer himself is obliged to update the mobile number of the supplementary card through electronic channels, only to receive the authentication code and messages of the online transactions linked to the supplementary card - In the event that this service is available at the bank - which is also subject to all terms and conditions related to the use of electronic channels and/or any

update of either of them, in the event that this service is not available at the time of the request, the customer must go to the nearest branch to update his data.

- 6- **Canceling and Replacing the Card:** Considering what was mentioned in Article Five (the card's validity period/expiration date, renewal and termination by the bank) below, the customer acknowledges that:
- a. The card shall remain the private property of the bank at all times and the card holder undertakes to return it to the bank immediately upon the request of the bank.
  - b. The bank has the right to cancel the main card and/or any supplementary cards it has issued, and the customer will be notified when it is suspended, and the customer is obliged to return the canceled card(s) to the bank with paying the debit balance due on it. In the event that the bank cancels the card during the period when the customer pays its fee, the bank will refund the fee for the remaining period.
  - c. The customer may request the cancellation of the main card or any cards issued by it through the documented means of communication approved by the bank and specified by the bank from time to time, such as calling the bank's banking phone number shown on the card and/or through electronic channels, the customer is obliged to pay the value of the balance due on the canceled main or supplementary card immediately, and undertakes to pay the obligations arising on the account within 30 days from the date of cancellation for the transactions that took carried out on the cancellation date.
- 7- **Reactivation of the Card:** In the event that the customer pays the amounts due from him after the bank suspended the card, and if the customer wants to reactivate the card (and the bank agreed to the customer's request), the customer is obliged to pay a reactivation fee of one hundred Riyals and/or request the issuance of a new card according to the mechanism followed by the bank.
- 8- **Issuance of A replacement Card for A lost/ or Damaged Card:** The bank is not obliged to issue a replacement card for the card whose holder was reported as lost, stolen, or damaged, in the event that the bank agrees to issue the replacement card, the bank shall have the right to calculate the issuance fee on the new card at the time specified by the bank, as well as the customer authorizes the bank to record this fee to the card account.

## **Article (5): Validity of Card, Expiration Date, Renewal and Termination of Card by the Bank:**

1. **Validity of Card and Expiration Date:** The validity period and expiration date of the Card will be:

- 1.1- According to the type and/or category of the Card specified by the Bank to the Customer at the time of the Customer's application for the Card.
- 1.2- According to the Customer's category with the Bank as the Bank may specify; Accordingly, the validity period of the Card will be (two to three years) and the Bank will disclose to the Customer the expiration date of the Card by printing the expiration date of the Card on the Card at the time of issue (according to Card type and/or category) and according to the Customer's category.
2. **Renewal of Card:** The Card will be automatically renewed in the Bank's sole discretion for a term not exceeding three Gregorian years from the date of expiration of the Card (the expiration date) unless the Bank decides, at its sole discretion, not to renew the Customer's Card. The Customer hereby acknowledges that he is aware that if the Customer does not abide by all Terms and Conditions of this Agreement (which include the General Conditions of all types of Cards and the respective Conditions of each Card) as amended, fails to make regular payments, the Card is used by a person who is not its holder and/or the Card is used in suspicious transactions, the Bank may, in any such circumstances, cancel the Card without reference and/or notice to the Customer.
3. **The Customer is Unwilling to Renew the Card:** If the Customer is not willing to renew the Card, he shall notify the Bank through the registered means of communication approved by the Bank as the Bank may determine from time to time such as calling the phone banking number of the Bank as indicated on the Card and/or through electronic channels in less than a month before the expiration date of the Card.

#### **Article (6): Use of Card:**

##### **The Customer undertakes and obliges to:**

- 1- To maintain the card and its PIN, the customer must not give his card and/or its PIN to anyone, regardless of kinship or knowledge, without any responsibility on the bank.
- 2- Not to use the to purchase goods and services prohibited by Sharia, and in the event that the bank finds that the customer used the card in a prohibited transaction, the bank has the right to refuse to carry out the transaction or cancel the card, and the customer bears the responsibility for that.
- 3- To use the card as a means of payment locally or internationally and/or for signing documents such as invoices, receipts or any other documents submitted to him by the merchant or using the card on point of sale devices, or in return for using his own PIN, which the bank provides to him to withdraw cash and/or use the card on point of sale devices and/or through online transactions (websites).
- 4- Not to use the card for purposes other than the authorized and/or to use it by third parties for any reason, and the customer shall bear all the obligations and responsibilities arising therefrom.



- 5- Claim not to use the Card: The customer's claim that he did not use the card or its PIN number does not absolve him of responsibility for paying the amounts resulting from its use, even if it is proven that the card was used by third parties, or the signature did not match, or he was not in the same place and time, the customer is considered responsible for all transactions made using the card until he informs the bank of its loss or theft.

### **Article (7): Payment of the Card Liabilities:**

#### **The client is obligated to:**

1. To pay all amounts due from him and the installment resulting from his use of the card limit due to his use of the card according to the type of card issued to the customer and its conditions specified in Article Twenty One, including any increase in the amount of the credit limit for any reason in addition to the cash withdrawal fees, as well as the value of the credit card purchase rate in connection with the Tawaruq process on the customer, in addition to any fees specified in accordance with Article Seventeen (International Transactions), according to the type of card issued to the customer and its special conditions specified in Article Twenty One, the customer is also obliged to pay the amounts and any fees, expenses, or currency exchange value, provided that it is free of any taxes, value-added tax, or fees of any kind or source that exist at the time of the customer's signing of these terms and conditions or from what may be imposed from them in the future, the customer authorizes the bank in accordance with the terms of the agreement with a final, irrevocable authorization and/or cancellation or restriction to deduct the value of the installment due from him on the due date and all amounts, fees, expenses and/or the value of the due currency exchange deducting from his current account.
2. The bank has the right to demand from the customer the amounts and any fees, expenses or the value of the currency exchange due on him, the bank's silence about the claim on the due date is not considered as relinquishing the customer or as a waiver of taking any specific action in the agreement or any precautionary measure or imposing a seizure on the customer's money, as well as the customer acknowledges and agrees that the bank may take the necessary measures to ensure that it collects its rights from it.
3. His indebtedness to the bank is for the value of all transactions and dealings according to (Tawaruq mechanism) specified in Article Ten that took place on the card, including the value of the credit card purchase rate, if the customer did not object to the account statement - within 30 days from the date of its issuance through the documented means of communication approved by the bank - which are determined by the bank from time to time.

### **Article (8): Data/Transactions Record/Guarantees:**

**The customer acknowledges his choice and of his own free will with his consent, knowledge and commitment:**

1. Update his personal data related to the card to avoid any interruption in the service, and the bank shall not be responsible for any interruption of service resulting from a breach of this obligation.
2. Keeping all his transactions with the bank in electronic records or files or any of the technical methods for photographing internationally recognized documents, such as “microfilm”, for example, but not limited to, and it shall be considered as an argument and proof in all courts, committees, authorities and government institutions - For example, but not limited to - operating in the Kingdom of Saudi Arabia and outside, and the customer is not entitled to refuse these electronic records or files as a means of proof, according to what is stated in the Saudi Electronic Transactions System.
3. All guarantees submitted by the customer and delivered to the bank are a guarantee of all the customer’s obligations and transactions with the bank, regardless of their increased and/or decreased value, and are not subject to appeal.
4. Provide any other guarantees required by the Bank from time to time and without prejudice to any specific guarantee or insurance.
5. The guarantees provided by him shall be a guarantee of the indebtedness specified in this agreement and all the debts that the customer owes to the bank even after the customer has paid the indebtedness determined in this agreement.

#### **Article (9): Payment, Method of Payment and Payment Acceleration:**

1. All obligations incurred by the customer as a result of issuing the card or using it are due on the date of the bank’s issuance of the account statement, so that he is obliged to pay the full amount of the balance or to pay the minimum amount to be paid monthly to the bank from the amount of the debit balance due from him, which is (5%) of the amount due or an amount of 5 riyals of the amount due, whichever is greater to the bank within 20 days from the date of issuing the account statement, with the bank retaining its right to take all the procedures stipulated in this agreement and the procedures specified in Article Twenty (Breach of or derogation from the Terms and Conditions), in addition to the conditions specified in Paragraph Five (Non-payment) and Paragraph Six (Non-payment) specified in Article Ten (Securities Mechanism).
2. In the event that the customer pays only the minimum amount of the debit balance due on him in accordance with paragraph (1) of Article nine above, or an amount less than the full amount owed on the card and stated in the monthly card statement, the customer authorizes the bank to conduct a transaction (s) of Tawaruq transactions in his favor according to the Tawaruq mechanism mentioned in Article Ten (Securities Mechanism) below, according to which the customer is obliged to pay the value of the commodity sold on him in one month’s installment, according to the transaction details in the monthly card account statement.

3. The customer has the right to expedite the payment of the entire debit balance before its due date, and this does not result in any obligation on the bank in return for expediting the payment.

### **Article 10: Tawaruq Mechanism:**

The customer acknowledges his consent, knowledge, and commitment to perform Tawaruq transaction (s) in relation to all types of cards specified in this agreement, and regardless of the customer's request, according to the following cases:

#### **First Case: Procedures of Tawaruq Transaction(s) on Outstanding Amounts of Cash**

**Withdrawal / Transfer:** When the customer performs a cash withdrawal/cash transfer, the customer is obliged to pay it within a maximum period of 24 hours from the time of the cash withdrawal/cash transfer, in the event of non-payment, the value of the withdrawn/transferred amount in cash becomes payable immediately, and accordingly under this agreement the customer authorizes the bank to fully, irrevocably and non-cancellation authorize the bank to do the following for the customer and on his behalf:

#### **First: By conducting a Tawaruq process to pay the debt of a cash withdrawal / cash transfer, according to the following procedures:**

- 1- Selling the Commodity to the Customer: The bank sells a quantity of goods owned by the bank to the customer whose cost (goods) is equal to the amount of cash withdrawal/transfer due and based on the card account and at the credit card purchase rate according to the type of card issued to the customer in accordance with Article Twenty-One.
- 2- By Accepting the Purchase: The bank accepts on behalf of the customer his purchase of the commodity from the bank.
- 3- By Authorizing Third Party (Supplier) to Sell the Commodity Owned by the Customer to Third Parties: The bank authorizes a third party (supplier) to sell that commodity (sold to the customer by the bank) to third parties on behalf of the customer and receives the price from the third party (the supplier) on behalf of the customer, it shall be recorded to the customer's account with the bank related to the financing.
- 4- Period of Authorization: This authorization remains valid for the entire term of the card or any renewal of the term, and the authorization is automatically renewed regardless of the card's expiry date as long as the indebtedness is not paid.
- 5- Recording the Tawaruq fee to the card account in the amount of (0.3%) of the value of (the amount of the cash withdrawal/transfer process due and based on the card).
- 6- Using the sale price of the commodity to a third party (on behalf of the customer) to pay for the cash withdrawal/transfer process due on the card.
- 7- Recording the value of the credit card purchase rate immediately upon performing the Tawaruq process on the card account for the due cash withdrawal/transfer.

8- The bank has the right to waive the remaining value of the credit card purchase rate due, provided that the customer pays the full amount of the cash withdrawal / cash transfer transaction value.

**Second:** The customer acknowledges to be aware that Tawaruq transaction (s) is done for each cash withdrawal/cash transfer transaction separately.

**Third:** According to what was stated in (First) and based on the process of Tawaruq, a debt will be owed to the customer, to be paid in one installment within a maximum period of twenty days from the date of the account statement for the following month, the customer is obliged to pay the value of the cash withdrawal/transfer in addition to the value of the purchase rate of the credit card within a period not exceeding a year from the Tawaruq date.

**Fourth:** According to the above, if the customer does not pay after one year has passed from the date of the first Tawaruq, the customer authorizes the bank to conduct another and last Tawaruq according to the mechanism determined above.

**Fifth:** The customer is obliged to all the effects and consequences of executing the sales transactions that take place under this authorization, this is also considered a commitment from the customer that discharges the bank of the above, as well as the customer exempts the bank from any responsibility or claims related to the sales transactions above, and binding on the customer in person and his successor, and he is discharges from any financial or other claims of any kind or caused by a waiver of any claim or right, as well as the customer undertakes not to file any future case, complaint or claim of any kind and source against the bank in any way.

**Sixth:** Non-Payment: Taking into account the conditions specified in both Articles Fourteen (Breach of Obligations) and Article Twenty (Breach and derogation of Terms and Conditions), in the event that the customer continues to not pay the amounts due from him after the lapse of (one year) from the date of issuing the statement of the second and last Tawaruq operation, the card will be suspended at the discretion of the bank - with the right of the bank to cancel it before the expiration of the year determined above.

**Seventh:** The customer acknowledges his awareness and understanding of the examples related to the first case above.

#### **Example 1:**

**In the event that the customer does not pay within 24 hours, with respect to all types of cards specified in this agreement, regardless of the customer's request, which is as follows:**

If the customer withdraws/transfers cash transaction by using for example, “AlAhli Credit Card” - which is one of the types of cards specified in Article Twenty One - in the amount of 5,000 Saudi Riyals on 01 December and does not pay the amount within a maximum period of 24 hours, but rather paid the full amount of the cash withdrawal/cash transfer on the 20th of December, so the bank will have made a Tawaruq process to pay the cash withdrawal/cash transfer amount according to the following details:

<b>Transaction Details</b>	<b>Amount</b>
The Bank’s cost of purchase of the Tawaruq goods, which is equal to the Cash Withdrawal / Transfer amount	SAR 5,000
Cash Withdrawal / Transfer fees + VAT (15%) <b><math>75 + (75 * 15\%) = \text{SAR } 86.25</math></b>	SAR 86.25
Tawaruq fees <b><math>(5000 * 0.3\%) = \text{SAR } 15</math></b>	SAR 15
Maximum credit card purchase rate if the Customer’s monthly income is more than SAR 4,000 <b><math>(5000 * 24\%) = \text{SAR } 3.33</math></b>	SAR 1200
Credit card purchase rate due to the Bank for the Cash Withdrawal / Transfer amount <b><math>(1200 / 360) = \text{SAR } 3.33</math></b>	SAR 3.33
Total credit card purchase rate due within 19 days <b><math>(3.33 * 19) = \text{SAR } 63.27</math></b>	SAR 63.27
Total credit card purchase rate of which the Customer has been exempted for paying the Cash Withdrawal / Transfer <b><math>(1200 - 63.27) = \text{SAR } 1,136.73</math></b>	SAR 1,136.73
Payment made by the Customer according to this example: <b>Cash Withdrawal / Transfer Amount + Cash Withdrawal / Transfer Fees + Tawaruq Fees + outstanding credit card purchase rate within 19 days</b>	SAR 5,164.52

### **Example 2:**

**An illustrative example in the event that the customer pays within 24 hours, with respect to all types of cards specified in this agreement, regardless of the customer’s request, as follows:**

If the customer withdraws / transfers cash transaction by using for example, "AlAhli Credit Card" - which is one of the types of cards specified in Article Twenty-One - in the amount of 5,000 Saudi Riyals on 01 December, the customer paid the full amount within a maximum period of 24 hours, and this does not result in a Tawaruq operation and there is no obligation on the bank in return for expediting the payment.



## **The Second Case: Procedures of Tawaruq Transactions for the Outstanding Purchase Transactions / Payments payable the Customer (other than cash withdrawal / cash transfer)**

### **The customer acknowledges that:**

When the customer makes purchases/payments using the card, the customer is obliged to pay the value of the purchase/payment on the due date specified in this agreement, in the event that the customer does not pay the total amounts owed under the statement of account based on the card account, or if the customer pays only the minimum amount of the total amounts owed under the statement of account and is based on the card account, so under this agreement, the customer authorizes the bank in final and irrevocably authorize to the bank to perform the following in the place of the customer and on his behalf:

**First:** Carrying out a Tawaruq transaction with respect to the total amounts due and outstanding on the card account according to the following procedures:

1. **Sell goods to the Customer:** The bank sells a quantity of goods owned by the bank to the customer whose cost (goods) is equal to the amount of cash due and based on the card account and at the credit card purchase rate according to the type of card issued to the customer in accordance with Article Twenty-One.
2. **Accept purchase:** The bank accepts on behalf of the customer his purchase of the commodity from the bank.
3. **By Authorizing Third Party (Supplier) to Sell the Commodity Owned by the Customer to Third Parties:** The bank authorizes a third party (supplier) to sell that commodity (sold to the customer by the bank) to third parties on behalf of the customer and receives the price from the third party (the supplier) on behalf of the customer, it shall be recorded to the customer's account with the bank related to the financing.
4. **Period of Authorization:** This authorization remains valid for the entire term of the card or any renewal of the term, and the authorization is automatically renewed regardless of the card's expiry date as long as the indebtedness is not paid.
5. Recording the Tawaruq fee to the card account in the amount of (0.3%) of the value of (Total amounts due and outstanding on the card account, excluding cash withdrawal/transfer amounts).
6. Using the sale price of the commodity to a third party (on behalf of the customer) to pay for the cash withdrawal/transfer process due on the card.
7. Record the credit card purchase rate once the Tawaruq transaction is carried out to the Card Account as purchase(s) / due payments.

**Second:** Based on this transaction (the Tawaruq transaction), a debt will be owed to the customer, to be paid in one installment within a maximum period of twenty days from the date of the account statement for the following month.

**Third:** According to the above, in the event the customer does not pay the amount due on the card according to what the customer chooses, whether the full amount or the minimum and/or the amount resulting from the Tawaruq transaction owed by the customer, the customer authorizes the bank to conduct a second and last Tawaruq transaction according to the mechanism specified above, and in the event of non-payment, the bank may take the measures determined in paragraph Five (Non-payment) below.

**Fourth:** The customer is obliged to all the effects and consequences of executing the sales operations that take place under this authorization, this is also considered a commitment from the customer that discharges the bank of the above, and the customer exempts the bank from any responsibility or claims related to the sales operations above, and binding to the customer in person and his successor, and discharges it from any financial or other claims of any kind or cause, a discharge refuted any claim or right, the customer undertakes not to file any case, complaint or claim of any kind and source against the bank in any way in the future.

**Fifth: Non-Payment:** Subject to the conditions determined in Article Fourteen (Breach of Obligations) and Article Twenty (Breach and derogation of Terms and Conditions), in the event that the customer continues to not pay the amounts due from him after the lapse of 30 days from the date of issuing the statement of the last second and last Tawaruq transaction, the card will be suspended - at the bank's discretion - with the right of the bank to cancel it before the expiry of the period of (30) days specified above.

### **Article (11): Notifications:**

1. Notifications shall be sent to the national address of the fixed card holder of this request and/or to the card holder's electronic account in the electronic channels approved by the bank and/or by sending a text message, and he may not protest against the bank to change the address, and the customer discharges the bank of any claim in the event that the bank is not informed of the change of any of his addresses above. 2- The customer undertakes to immediately notify the bank in writing by registered letter of any change in his legal, financial or administrative status, address, telephone number and/or work address, and/or if he terminated his current work with the employer for a period of no less than 30 working days prior to the change for any reason.
2. The customer undertakes to immediately notify the bank in writing by registered letter of any change in his legal, financial or administrative status, address, telephone number and/or work address, and/or if he terminated his current work with the employer for a period of no less than 30 working days prior to the change for any reason.
3. In the event that the bank is not immediately notified in writing of the change, the customer exempt the bank from any contractual or other liability such as freezing the card account, and under this agreement, the customer releases the bank from any

responsibility and/or obligations that may fall on the bank related to all notifications and correspondences sent by the bank, especially those that received their desire to make amendments in accordance with Article Fifteen, paragraph (3), as well as the bank is not responsible for the non-delivery of correspondence, statements and announcements to the main card holder in a timely manner at his address which reported to the bank.

4. Every statement or notification that has been issued for thirty days without the customer objecting to it or to the account items, and the bank reviews it in writing or through alternative channels, so the statement is considered acceptable to the customer and approved by him, and the statement of account after the expiry of the period specified here is binding on both parties, and the customer may not object to it after that in any way or for any reason, unless it is a legitimate reason.
5. It is mere fact that the bank sends the card to the customer's approved address is tantamount to the customer's certain knowledge even if he has not received it, unless one of the parties notifies the other party of the change of his address by registered written letter.
6. It is permissible to seek assistance in informing the customer of the institutions and companies that provide postal services, it is also permissible to use electronic messages to notify the customer, including e-mail, recorded phone calls and text messages sent by phone and fax, and notification by these means will result in the consequences of notification by the usual methods, and notification by these means is considered a notification to the customer in person.

All requests, notices, consents, acknowledgments, correspondence and other documents exchanged under this (agreement) and all its annexes and appendices and the terms and conditions of the agreements signed with the customer shall be deemed to have been sent and received on the day it was duly sent if sent by fax or e-mail - if any - Or by sending a text message via a mobile phone, and if it is sent by any other means of correspondence, it is considered that it was delivered if it was delivered to the addresses determined in this agreement.

### **Article (12): Statement of Account Issuance Mechanism:**

1. The bank will issue a monthly account statement to be sent according to the means of documented correspondence, such as the electronic account statement, as well as the customer acknowledges his agreement to receive the statement electronically and his absolute responsibility to follow up the account statements on a monthly basis, review his account statement electronically and activate the account statement feature electronically.
2. The bank has the right not to send paper statements of account, and in the event that the customer wishes to obtain a paper statement of account, the customer is obliged to print the paper statement from the electronic channels approved by the bank and the customer

discharges the bank of any responsibility in the event that the bank does not send any paper statement of account.

3. The card account statement sent to the customer is valid and binding for him, and the card holder has the right to object to the account statement within 30 days from the date of its issuance, if the customer does not submit his objection to the bank - according to the approved communication channels - on any of the transactions mentioned in the account statement within the specified period, the statement is considered valid and binding on the customer.
4. In the event of any inquiries or errors related to the transactions carried out using the card, the customer can notify the bank through the authenticated means of communication approved by the bank and determined by the bank from time to time, such as calling the bank's banking phone number, and/or through electronic channels in order to submit complaints or in case there are any other inquiries, he can write to the address of the bank mentioned in this agreement.

### **Article (13): Credit Limit Conditions and Credit Limit Increase and Decrease:**

1. The customer submits a written request to increase the credit limit of the bank and/or attends the customer in person to the bank's headquarters and/or according to a documented request from the customer through all the alternative, documented and approved channels determined by the bank. 2- The bank verifies the customer's credit record with credit companies such as the Saudi Credit Bureau (SIMAH), so the customer acknowledges the bank's right to raise the credit limit of the customer's card or refuse it without giving reasons, taking into consideration the restrictions, terms and conditions of the card listed above from Article Nine (Payment, its Methods and Expediting of Payment) and Paragraph (Second) of Article Two (Card Issuance / Recording of Transactions), which specify the reasons for which the bank has the right to exceed the credit limit of the customer without referring to it or taking approval from it.
2. The bank verifies the customer's credit record with credit companies such as the Saudi Credit Bureau (SIMAH), so the customer acknowledges the bank's right to raise the credit limit of the customer's card or refuse it without giving reasons, taking into consideration the restrictions, terms and conditions of the card listed above from Article Nine (Payment, its Methods and Expediting of Payment) and Paragraph (Second) of Article Two (Card Issuance / Recording of Transactions), which specify the reasons for which the bank has the right to exceed the credit limit of the customer without referring to it or taking approval from it.
3. The bank, at its discretion, reserves the right to approve the transactions carried out by the customer using the card that result in exceeding the customer's credit limit, and the approval of the Bank for the transactions that exceed the credit limit shall be considered as a temporary approval and shall not affect the rights of the bank arising under this agreement,

this temporary bank approval shall not in any way be construed as granting a new credit limit or a permanent increase to the customer's credit limit, in this case, the card holder is obliged to pay the amount exceeding the credit limit, in addition to the minimum amount due which recorded to the card account on the due date of the monthly payment.

4. To be aware of all the terms and conditions of this agreement (which includes the general conditions for all cards and specific for each card) may lead - for example, but not limited to - reduce the credit card limit and placing the customer in negative records in the Saudi Credit Bureau (SIMAH), and any credit company licensed to take all legal measures without the need to obtain his consent and without sending him prior notice and/or warning, notifying or warning the customer, and the new (reduced) credit limit will appear in the customer's monthly account statement that will be issued after reducing the credit limit.

### **Article (14): Breach of Obligations:**

#### **The Bank's Procedures on the Cardholder's Default:**

1. The bank will update the customer's credit record to reflect the customer's position on default with the Saudi Credit Bureau (SIMAH), which is traded among all banks operating in the Kingdom of Saudi Arabia, without any responsibility on the bank, in the event that the card holder fails to pay the amounts due on the card.
2. The bank will update the customer's credit record when he pays the defaulted amounts in accordance with the bank's policy, considering that updating the data does not mean in any way the modification of the customer's credit history, but only means updating the customer's credit record and reporting the payment process to the bank and the Saudi Credit Bureau (SIMAH).
3. In the event of delinquency, the bank shall send a default notice to the customer to fulfill his obligations under the agreement within (30) days from the date of the notice.
4. Consolidation of Accounts/Clearing: All accounts are guarantors, according to which the customer authorizes the bank to conduct clearing, deduct the credit balance and adjust and transfers entries in any accounts opened in the name of the customer at any of the bank's branches, and/or with SNB Capital (SNB Capital) and/or with any of its subsidiaries and/or owned by it to pay all the customer's obligations.
5. All funds are Guarantor: All funds, securities, commercial papers and precious metals that may be deposited in the name of the customer with the bank or any of its branches and/or with SNB Capital Company, and/or with any of the subsidiaries and/or owned by it, it is considered a guarantee and insurance for all the customer's obligations towards the bank, and without the need for a special declaration to that effect, the bank shall have the right to obtain its dues and to recover its debt directly from the funds referred to by way of clearing, and it shall have priority over any other creditor without the need for notification or any legal action.



## **Article (15): Fees, Financial Obligations, Taxes and Fines:**

This Article applies to all cards, and the value of the fees and/or the annual percentage rate is determined according to the type of card issued to the customer and its specific conditions determined in Article Twenty-One (**special conditions of the card**), and the fees include the following:

### **First: Card Fees:**

1. It is determined when the customer submits a request to issue the card and/or through the documented and approved means of communication with the bank, and the customer authorizes the bank to automatically record the value of the fees below on the card account without referring to the customer:
  - 1.1 Card issuance fee upon activation.
  - 1.2 Annual card renewal fee (depending on the type of card).
2. The customer shall bear the value of any expenses, fees, costs, obligations or other financial burdens arising from his use of the card, and the customer authorizes the bank to record these amounts to the card account without referring to the customer.
3. If the bank wishes to change the value of the card fees charged by it and/or in relation to the method of paying the amount due and/or the due date, the Bank will notify the customer of its desire to change within a period of no less than 30 working days before making the change, and after the expiry of this period, the change specified in the notice becomes effective and valid for both parties from the date of expiry of the period of 30 working days above, in the event that this period has passed and the card holder did not object to the amendment before the expiry of the period of 30 working days above, and this is considered as approval of the card holder on the amendment, the notice shall be sent by post or any other documented means of communication to the contact information recorded in the customer's record.
4. Considering what was mentioned in the above paragraph, if the terms and conditions of this agreement are amended, the bank shall notify the customer immediately and in writing of the amendments and/or changes to the terms and conditions of this agreement, by giving him a period of 30 working days when he does the following (for example but not limited to):
  - 4.1 Any increase in annual fees and/or administrative expenses paid by the customer.
  - 4.2 Any increase in the Tawaruq fee or the value of the credit card purchase rate if the Tawaruq transaction is performed.
  - 4.3 Any change in the methods of calculating the Tawaruq fee or the value of the credit card purchase rate if the Tawaruq transaction is performed.
  - 4.4 Any new fees or expenses.

5. If the customer before activating the card notifies the bank of his desire to terminate this agreement within 10 days from the date of receiving the card, which was issued by the bank, so the bank may not collect any fees on it from the customer or even demand it unless the card is activated.
6. Cash Withdrawal Fees: In the event that the customer completes a cash withdrawal transaction from any ATM using the card and/or a cash transfer transaction through documented communication channels, the customer will be charged a specific lump sum fee for each cash withdrawal / cash transfer of 5000 SAR or less, this is according to the type of card issued to the customer and its conditions as explained in Article Twenty One (Special Conditions of the Card) in addition to the fees specified in Article Seventeen (International Transactions), the customer authorizes the Bank to automatically record the card account, and the bank may amend the fees from time to time, and the bank will be informed of this through the documented means of communication approved by the bank and which the bank determines from time to time before the amendment 30 working days from the activation of the amendment.
7. The customer must maintain a sufficient balance in his current account to pay the amounts due or that may be due from him at different times (according to the date of issuance of the account statement).
8. Fees for costs / Legal Fees: The customer is obliged to pay the bank all fees and costs for all actions taken in addition to the legal fees incurred when claiming, collecting or litigating regarding the collection of unpaid amounts by the customer and/or for breaching any of the provisions of this agreement.
9. Value Added Tax (VAT): In order to guarantee the debts owed by the customer and to implement this agreement, its annexes, attachments and any renewal thereof, the customer authorizes the bank to record the fees, taxes and obligations below and the recording will be on the card account without the need to obtain the customer's approval on that, which include but not limited to:
  - 9.1 Any fees / administrative expenses / government payments / fines / taxes / insurance / violations / costs / government services fees/special service fees/whether they are imposed now or will be imposed in the future.
  - 9.2 The amounts of value added tax imposed in accordance with the percentage determined by the laws, regulations, and instructions from the competent government agencies in the Kingdom of Saudi Arabia.
  - 9.3 Amounts paid in accordance with this agreement such as the value of the credit card purchase rate or any fees or costs do not include the amounts of value added tax, and all of the above will be added and charged to the customer.
10. Recording and Deducting Amounts: The customer acknowledges that the amounts paid in accordance with this agreement, such as the value of the credit card purchase rate and/or any fees and/or costs, do not include the amounts of value added tax, and all of the above will be added and charged to the customer, the customer authorizes the bank to record all

of what is stated in this Article and deduct them from any of his accounts with the bank and/or with SNB Capital (SNB Capital).

11. **Delay Fines:** The bank retaining its right to take all the procedures mentioned in this agreement and the procedures determined in Paragraph (Non-Payment) of Article Ten (Tawaruq Mechanism) and/or any legal procedures, in the event of the customer's procrastination in paying any of the installments owed by him within the specified deadlines and/or non-payment of the amounts due for more than 60 days from the due date, the customer will automatically be charged a fine of (100) Saudi Riyals, provided that the fees do not exceed the outstanding amount due, and this fine will be spent on charitable causes after deducting the bank's costs in demanding the customer to pay - if any, This is under the supervision of the bank's Sharia Board, as well as the customer authorizes the bank to record any fines on any of the customer's accounts with the bank and deduct them from any of the customer's accounts with the bank and/or with SNB Capital (SNB Capital), the customer acknowledges that all of the above is not refundable in any way.

#### **Article (16): Statement of Account / Documents:**

The bank is not obliged to send invoices or other documents paid by the bank or a copy of them with the customer's account statement, if the customer requests to obtain a copy of any document, the bank will record a service fee of (60) Saudi Riyals for each copy on the card account, if it is proven that the customer is not responsible for the value of the transaction recorded in the document, the bank shall refund the collected fee and cancel this record. The customer has the right to call the phone number shown on the back of the card to inquire about any amount or condition he is objecting to or to find out the existing amounts and/or communicate with the bank through the authenticated means of communication approved by the bank, which the bank determines from time to time, such as calling the bank's banking phone number shown on the card and/or through electronic channels.

#### **Article (17): International Transactions**

The bank pays the obligations arising from the customer's use of his card for any international transaction inside and/or outside the geographical borders of the Kingdom of Saudi Arabia, whether online, or through points of sale, cash withdrawals from ATM machines, or in any other form, according to all the terms and conditions of this agreement and the conditions specified in this Article:

1. **Exchange Rate Fixation:** The customer acknowledges that every international transaction he performs in any currency and whether he chooses to pay the international transaction in a foreign currency and/or in Saudi Riyals - The payment currency to complete the international transaction is subject to the currency exchange rate, which the customer is

obliged to pay in all cases, according to the terms and conditions of the bank and/or international standards, in addition to the following:

- 1.1 The exchange rate of each international transaction that has been performed by the Customer shall be fixed at the prevailing exchange rate on the day the international transaction is recorded to the Card Account. For clarification, the exchange rate of an international transaction will not be fixed on the day the transaction is performed. Accordingly, the Customer shall pay the Bank the balance of the Card Account, including the value of the international transaction in addition to the exchange rate and the international transaction fees determined below, as amended, following notification of the Customer of the amendment.
2. International Transaction Fees: According to the type of card issued to the customer and its conditions as explained in Article Twenty One (Special Conditions for Cards), international transaction fees are applied as a specific percentage of the value of the amount of the international transaction executed by the customer after determining the exchange rate and currency exchange to Saudi Riyals, regardless of the currency he chose when paying - and even if the payment was made in Saudi Riyals, as long as the transaction was carried out by an international transaction - and the bank has the right to amend it from time to time, in the event that the amendment is made, it will be done after notifying the customer of the amendment within a period of no less than 30 working days.
3. The card holder is obliged to consider any restrictions or provisions that may be applicable in relation to transactions or trading of cash within and/or outside the geographical boundaries of the Kingdom of Saudi Arabia in which this card is used, where the card holder alone bears any financial burdens or differences in currency rates that the bank may claim by recording the account of the Visa or MasterCard card and/or any other party.
4. The customer acknowledges that he is aware that in the event of any notification of any international transaction he has performed (through the approved communication channels between the two parties), then any notification of the international transaction contains only the value of the international transaction executed by the customer without the value of the exchange rate and/or the value of any fees and or taxes and/or fees by any related parties, and accordingly the customer is obliged to pay the bank the value of the international transaction in addition to the value of the exchange rate and/or the value of any fees/taxes/amounts charged on the card account in accordance with the above and in accordance with the terms and conditions of this agreement.
5. All fees are non-refundable in the event of a request to return and/or refund the amount of the international transaction for any reason, knowing that if the customer performs any international transaction, the transaction is considered complete and then subject to currency exchange fees, and according to the terms and conditions of the purchased commodity or service, the customer decides to return the amount and/or refund it, the customer acknowledges his aware that the currency exchange fees will be deducted from the amount that will be returned and/or refunded.

### **Article (18): The Agreement's Supplements:**

Everything related to this agreement of the features and conditions of the card is binding on both parties, and all new terms and conditions of the card with the bank are subject to this agreement in a way that does not conflict with the terms and conditions of this agreement, so that these developments are considered complementary and completion to this agreement and binding on both parties, the customer's approval of any amendment and/or developments to the terms and conditions of this agreement (which includes the general conditions for all types of cards and the special conditions for each card) through the documented communication channels approved by the bank is binding on the customer.

### **Article (19): Disclosure to Credit Companies:**

#### **The Customer acknowledges that:**

1. The bank has the right to obtain any information, disclose the information provided by the card holder, discuss and review it with credit companies such as the Saudi Credit Bureau Company (SIMAH) with any other party authorized by the Saudi Central Bank (SAMA).
2. By agreeing to provide the Bank with any information it requires to open, audit and/or manage the customer accounts and/or grant him financing and/or banking services, the customer authorizes the bank to obtain and collect any information it deems necessary regarding the customer, his accounts and credit facilities from the Saudi Credit Bureau (SIMAH) and/or from any other source, the customer also authorizes the bank, its agents, and the persons authorized by it to disclose and exchange all information related to its accounts and credit history (including data sharing) with (SIMAH) and/or other credit companies.
3. The bank will update the customer's credit record with (SIMAH) and/or other credit companies.
4. The credit record with credit companies is the main reference for all banks and entities participating in the program.

### **Article (20): Breach of or Derogation from the Terms and Conditions:**

1. In the event that the customer breaches the terms and conditions of this agreement (which includes the general and special conditions of the card), the bank has the right to take all the measures stipulated in this agreement, including but not limited to the right to cancel the card and/or deprive the customer of enjoying the benefits and rewards offered by the bank, without referring to the customer and/or obtaining his consent, In addition, the bank reserves the right to take all the procedures contained in this agreement and the procedures specified in Article Five (the card's validity period/expiry date, renewal and termination by



the bank), and paragraph (8) of Article Four (issuing a replacement card for a lost/or damaged card) and paragraph (10) of Article Fifteen (delay fines).

2- The customer acknowledges his knowledge that the customer card services will be suspended and/or canceled without the need for a warning or warning, and all unpaid installments of the debt owed by him will become due and payable immediately without being restricted to the date of their maturity, considering the customer is in breach of his obligations and commitments in any of the following cases mentioned, for example but not limited to:

2.1- If the customer delays or fails to execute any of his obligations or undertakings stipulated in these terms and conditions and any amendment thereto.

2.2- If he breaches the obligations or terms and conditions in any way.

2.3- If the customer delays or fails to execute any of his obligations or undertakings stipulated in the terms and conditions of any agreement of any of the bank's product agreements and/or breaches them in any way.

2.4- If the customer delays or fails to execute any of his obligations or undertakings stipulated in the terms and conditions of any of the agreements concluded between the customer and third parties and/or breaches them in any way that has a negative impact on the financial position as deemed by the bank, and the customer could not provide guarantees or warranties acceptable to the bank.

2.5- If the customer breaches the insurances and guarantees provided by him in favor of the bank by taking any action or taking any procedure that the bank deems, according to its discretion, to decrease its value, which may affect the bank's rights arising therefrom.

2.6- If the customer fails to fulfill his obligations towards the bank and/or third parties, the bank considers in its estimation that it has a negative impact on the customer's financial position, and he is unable to provide guarantees or warranties acceptable to the bank.

2.7- In the event of the death of the customer and the failure of one of the heirs accepted by the bank to undertake and commit to transfer the debt owed to the bank by his personal financial legato, considering paragraph (2) of Article Fifteen.

2.8- In the event of the insolvency, bankruptcy or incapacity of the customer.

2.9- If any financial indebtedness related to the card and/or any other indebtedness of the customer becomes payable and has not been paid when due.

2.10- If any creditor of the customer declares that any financial indebtedness of the customer has become due before its specified due date as a result

of defaults on the part of the customer (whatever it is mentioned in the relevant agreement).

2.11- If any obligation towards any financial indebtedness of the customer has been canceled and/or suspended by the customer's creditor as a result of defaults by the customer (as stated in the relevant agreement).

In view of the above, the customer authorizes the bank to deduct all amounts due from him (regardless of the due date and/or payment mechanism)

immediately in the event that any of the above-mentioned cases or under the terms and conditions of this agreement, its complements and amendments, in addition to the bank's right to take legal action and/or any rights the bank has under the terms and conditions of the agreement.

### **Article (21): Card Types and Special Conditions of each Card:**

#### **A Schedule of card types and the most important clauses for each card are as follows:**

The type of card is determined by the customer, and if the bank agrees to issue it, all the terms and conditions in this agreement (general conditions for all cards and specific for each card) will be applied without exception, so that each card selected by the customer has special conditions related to (fees, terms of rewards programs and other conditions specified below), according to the terms and conditions of this Article, all general conditions remain in force and apply to all types of cards and the special conditions of each card and the special conditions of each card do not apply to other cards, as well as the types of cards governed by this agreement are specified as follows:

#### **First: AlAhli Credit Card, which includes the following:**

- Card fees for customers whose monthly income is less than 4000 Saudi Riyals.
- Card fees for customers whose monthly income is 4000 SAR or more.
- Credit Card Reward Program: LAK Program

#### **Second: AlAhli credit card for cash back, which includes the following:**

- Card Fees
- Credit Card Loyalty Program: Cashback Program

#### **Third: Alfursan credit card, which includes the following:**

- Card Fees
- The credit card reward program: Alfursan Program

### **First: AlAhli Credit Card**

#### **1. The Card fees for the Customers with a monthly income below SAR 4,000.**

Card Category	Annual Fees (SAR)	Monthly Percentage Rate	* Annual Percentage Rate (APR)	Credit Card Purchase Rate	Minimum Repayment Amount Percentage	**Months until Balance Repaid
MasterCard Titanium	400	2.7%	41.68%	28.8%	5%	12 Months
VISA BASIC						
MasterCard Platinum	600	2.7%	46.00%			
VISA Platinum						
* Depending on the calculation method adopted by the Saudi Central Bank (SAMA) using SAR 10,000.						
** Example: If equal repayment with amount of 969 is made every month on MC Titanium than it will take the stated number of months for repayment of the outstanding amount in full (SAR 10,000), keeping in view that Monthly Percentage Rate is added each month (based on the Customer's salary and/or Card type).						
Tawaruq fees			0.3%			
Cash Withdrawal fees			SAR 75			
Supplementary Card fees			No annual fees for the first three Supplementary Cards. Over 3 Supplementary Cards: 50% of annual fees per Supplementary Card.			
International Transaction fees			2.75%			
Card reactivation fees			SAR 100			

## 2. The Card fees for the Customers with a monthly income amounting SAR 4,000 or more:

Card Category	Annual Fees (SAR)	Monthly Percentage Rate	* Annual Percentage Rate (APR)	Credit Card Purchase Rate	Minimum Repayment Amount Percentage	**Months until Balance Repaid
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MasterCard Titanium	400	2.3%	35.52%	24%	5%	12 months
VISA BASIC						
MasterCard Platinum	600	2.3%	39.81%	24%	5%	12 months
VISA Platinum						
MasterCard World "Wessam Gold"	1000	2.3%	26.81%	24%	5%	12 months
VISA Signature "Gold"						
MasterCard World "Wessam Platinum"	1500	2.3%	26.81%	24%	5%	12 months
VISA Infinite "Platinum"						
MasterCard World Elite	2000	2.3%	26.81%	24%	5%	12 months
VISA Infinite Privilege						

\*Based on the calculation mechanism approved by the Saudi Central Bank using 10,000 Saudi Riyals

\*\* Example: If equal repayment with amount of 946 is made every month than it will take the stated number of months for repayment of the outstanding amount in full (SAR 10,000), keeping in view that Monthly Percentage Rate is added each month (based on the Customer's salary and/or Card type).

Tawaruq fees	0.3%
Cash Withdrawal fees	SAR 75
Supplementary Card fees	There is no annual fee for the first three supplementary cards. More than 3 supplementary cards, 50% of the annual fee for each supplementary card.
International Transactions fees	2.75%

Card reactivation fees	SAR 100
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### 3. Credit Card Reward Program: LAK Program - The customer acknowledges that:

#### (3.1) Definition and conditions of the (LAK) program:

It is a program that grants the customer to earn points when actually using the card, and the customer acknowledges his awareness of the following:

a- The terms and conditions of the (LAK) program and any amendment thereto, which are on the (LAK) website, are an integral part of this agreement, and the bank and/or the companies providing the service to the bank have the right to amend the terms and conditions of the programs without referring to the customer, in the event that the amendment is made, it will be done after notifying the customer of the amendment within a period of no less than 30 working days.

b- All points earned are not transferable to any other credit card account.

#### (3.2) Subscribing to the LAK Program:

In the event that the customer wishes to benefit from the benefits of the LAK Program, the customer is obliged to access and subscribe to the LAK website, provided that he reads the terms and conditions related to the program, The customer acknowledges his participation in the program is considered to be in agreement with the terms and conditions of the program, and accordingly the bank is discharged from any responsibility in this regard, or without any liability on the bank

#### (3.3) The advantages of the (LAK) program (number of points earned at the time of signing the agreement):

When actually using the card and taking into account what is stated in paragraph (3.4 and 3.5) below, the customer has the right to earn the points specified in the table below upon concluding the agreement - and it is agreed that the bank has the right to amend the number of points earned / the number of Riyals from time to time without referring to the customer, in the event that the amendment is made, it will be after notifying the customer of the amendment within a period of no less than - 30 working days - and the number of points earned will be according to the following:

Card Category	Earned Points per 1 SAR (Local Purchase)	Earned Points per 1 SAR (International Purchase)
MasterCard Titanium	1.0	1.5



VISA BASIC	1.0	1.5
MasterCard Platinum	1.5	2.0
VISA Platinum	1.5	2.0
MasterCard World “Wessam Gold”	2.0	2.5
MasterCard World “Wessam Platinum”	2.0	2.5
VISA Signature “Gold”	2.0	2.5
VISA Infinite “Platinum”	2.0	2.5
MasterCard World Elite	2.0	2.5
VISA Infinite Privilege	2.0	2.5

(3.4) Mechanism for Replacing Points: Points are replaced through the program’s website - for customers participating in the program only - and points can be replaced (depending on the card type) for any of the rewards shown here, including but not limited to: Air miles and/or hotel reservations and/or electronic vouchers and/or Cashback and/or any offers that the bank may specify from time to time.

(3.5) Preventions / Contraindications to Points Acquisition: The customer acknowledges that he is not entitled to claim the benefits of the (LAK) program and/or to claim points for the transactions made on the card in the cases below and mentioned, for example but not limited to:

- a- In the event of paying any fees, amounts or violations through the SADAD system.
- b- In the event of a cash withdrawal.
- c- In the event of general payments and bills being paid.
- d- If the customer is not registered on the site [www.lakrewards.com](http://www.lakrewards.com).
- e- In case of E-Wallet Top-up transaction or transferring part of the credit limit to the e-wallet.

(3.6) Cancellation of Earned Points: In the event of closing all credit card accounts - regardless of their number, type and/or reason for closure - that the customer holds, whether closed by the customer and/or the bank in accordance with the terms and conditions of this agreement, all earned points will be cancelled.

## Second: Alahli Cash Back Card

### 1. Card Fees:

Card Category	Annual Fees (SAR)	Monthly Percentage Rate	* Annual Percentage Rate (APR)	Credit Card Purchase Rate	Minimum Repayment Amount Percentage	**Months until Balance Repaid
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MasterCard Platinum Cashback	Free	2.8%	34.47%	30%	5%	12 months
MasterCard World Cashback Premium	200	2.3%	31.19%	24%	5%	12 months
*Based on the calculation mechanism approved by the Saudi Central Bank using 100,000 Saudi Riyals						
** Example: If equal repayment with amount of 975 is made every month on Cashback Premium than it will take the stated number of months for repayment of the outstanding amount in full (SAR 10,000), keeping in view that Monthly Percentage Rate is added each month (based on the Customer's salary and/or Card type).						
Tawaruq fees				0.3%		
Cash Withdrawal fees				SAR 75		
Supplementary Card fees				No annual fees for the first three Supplementary Cards. Over 3 Supplementary Cards: 50% of annual fees per Supplementary Card.		
International Transactions fees (Cashback Platinum)				2.85%		
International Transactions fees (Cashback Premium)				2.75%		
Card reactivation fees				SAR 100		

## 2. Credit Card Reward Program: Cashback Program

**2.1 Definition of Cashback Program:** is a service provided by the Bank hereunder, whereby the Bank grants the Customer the ability to make a cashback when using the Card as set below.

**2.2 Cashback Method:** Cashback is earned when actually using the Card. The Customer authorizes the Bank to transfer the cashback amount according to the percentage set in the Table below to the Card Account and the Customer acknowledges that he is aware of the Bank's right to amend the cashback percentage from time to time without referring to the Cardholder according to the Table below, for example without limitation:

MasterCard Platinum Cashback	
Transaction Amount	Cashback Percentage
From SAR 500 to SAR 4,999	0.5%
From SAR 5,000 to SAR 9,999	1%
More than SAR 10,000	2% with a maximum of 200 SAR

The Customer acknowledges that the Bank has the right to amend the cashback percentage from time to time without referring to the Cardholder.

### MasterCard World Cashback Premium

Transaction Amount	Cashback Percentage
Unlimited Cashback on all International Transactions	1.75%
Unlimited Cashback on all Local Transactions	1.25%
Unlimited Cashback on all Transactions (Local & International) which the value is less than SAR 100	0.5%

The Customer acknowledges that the Bank has the right to amend the cashback percentage from time to time without referring to the Cardholder.

**Impediments to Cashback:** The Cashback is not calculated on the transactions carried out on the card according to any conditions determined by the bank from time to time according to its sole will and in the cases below and mentioned for example but not limited to:

- A- In the event of paying any fees, amounts or violations through the SADAD system.
- B- In the event of general payments and bills being paid.
- C- In case of E-Wallet Top-up transaction or transferring part of the credit limit to the e-wallet.
- D- In the event of a cash withdrawal.

### Third: AlFursan Credit Card

#### 1. Card Fees:

Card Type	Annual Fees (SAR)	Monthly Percentage Rate	*Annual Percentage Rate (APR)	Credit Card Purchase Rate	Minimum Payment Percentage	**Months up to Balance Payment
VISA Platinum	350	2.2%	32.94%	22.8%	5%	12 months
VISA Infinite	750	2.2%	41.48%			

\*Based on the calculation mechanism approved by the Saudi Central Bank using 10,000 Saudi Riyals

\*\* Example: If equal repayment with amount of 940 is made every month on VISA Platinum than it will take the stated number of months for repayment of the outstanding amount in full

(SAR 10,000), keeping in view that Monthly Percentage Rate is added each month (based on the Customer's salary and/or Card type).	
Tawaruq fees	0.3%
Cash Withdrawal fees	SAR 75
Supplementary Card fees	No annual fees for the first three Supplementary Cards. Over 3 Supplementary Cards: 50% of annual fees per Supplementary Card.
International Transactions fees	2.75%
Card reactivation fees	SAR 100

## 2. Credit Card Reward Program: AlFursan Program

**2.1 Definition of AlFursan Program:** is a program that grants the Customer the chance to earn AlFursan Miles when actually using the Card. The Customer acknowledges as follows:

- a- The bank and/or the companies providing the service to the bank have the right, according to its unilateral will, to amend the terms and conditions of the programs without referring to the customer.
- b- All miles earned are not transferable to any other credit card account.

**2.2 How to earn Miles:** AlFursan Miles are earned when making actual use of the Card. The Customer authorizes the Bank to transfer the earned Miles as per the value set in the below table to the Customer's membership account with Saudi Arabian Airlines. The Customer acknowledges that the Bank has the right to amend the value of earned Miles from time to time without referring to the Cardholder as per the below table, as indicated for example without limitation:

Card Type	Spend Required to Earn 1 Mile (Local Purchase)	Spend Required to Earn 1 Mile (International Purchase)
VISA Platinum	3 SAR	3 SAR
VISA Infinite	3 SAR	2 SAR

2.3 The Customer acknowledges that the Bank has the right to amend the value of earned Miles from time to time without referring to the Cardholder.

2.4 Prevention / Impediments for Acquiring Miles: Miles are not calculated on the transactions carried out on the card in accordance with any conditions determined by the bank from time to time and according to its sole will and in the cases below and mentioned for example but not limited to:

- A- In the event of paying any fees, amounts or violations through the SADAD system.
- B- In the event of general payments and bills being paid.

C- In case of E-Wallet Top-up transaction or transferring part of the credit limit to the e-wallet.

**Article (22): General Provisions:**

1. **Amendments:** The Bank shall have the right to amend the Conditions herein from time to time. Accordingly, the Bank will notify the Customer of its willingness to make the change within at least 30 working days before the change. Following this period, the change described in the notice will be valid and effective towards the parties from the passage of 30 working days on the passage of this duration without receiving any objection from the Cardholder to the amendment before the passage of the 30 working day duration and the same shall stand as acceptance by the Cardholder of the amendment. The notice will be sent by the post or any other secured means of communication to the contact information mentioned in the Customer's record.
2. **Death or Injury:** In the event the Customer dies naturally or as a result of an incidental accident or suffers from handicapping or total disability during the term of the Contract, the Customer shall (in case of total disability) or his heirs shall inform the Bank no later than (10) days from the date of death or substantiation of such total disability and provide the Bank with the original documents related to such transactions or true copies, as the case may be, as the Bank may determine. The Bank shall close the Customer's Card Account in case of death within (30) days from the date of receipt by the Bank of all required documents.
3. **Disclosure of information with the Chamber of Commerce regarding (bank campaigns):** It is agreed between the two parties that the bank will carry out several marketing campaigns, and accordingly, in the event that the customer participates in any of the bank's campaigns and/or the bank includes the customer's name in any of the bank's marketing campaigns when the customer signs this agreement, the customer knows that the Chamber of Commerce is the authorized party. By sorting and withdrawing the names of the customers participating in the marketing campaign, and according to that, and according to this agreement, the customer authorizes the bank a final and irrevocable authorization that cannot be revoked or restricted to share with the Chamber of Commerce the following information and data of the customer: (the customer's name and mobile phone) without referring to the customer and Notifying him and/or obtaining his consent, without any objection from the customer, to the bank sharing this data with the Chamber of Commerce for the purposes of the marketing campaign, and without any responsibility on the part of the bank.
4. **Transfer of Rights:**
  - a. The Bank shall have the absolute right to transfer all his rights and obligations hereunder and any amendments or updates to all or some of the same to any person of its own choice without obtaining the Customer's approval.



- b. The Customer shall not have the right to transfer his rights and obligations hereunder and any amendments or updates to all or some of the same without the prior written consent of the Bank.
5. **Assignment:** The Bank shall have the right at any time to assign its rights hereunder to any other entity without the need to obtain the prior permission of or serving a notice to that effect on the Customer.
6. **Force Majeure:** The Bank shall not be held liable for any delay or default in delivering the statement of account as a result of the force majeure, including, for example, natural disasters, wars or labor strikes.
7. **Keep Documents Attached to Application and Guarantees:** The Bank shall have the right to keep the documents attached to the application for the Card and shall have the right to request any further guarantees and/or documents even if the Bank refuses to issue the Card for any reason whatsoever.
8. **Agreement Language:** The Agreement shall be initially executed in Arabic. Should the Customer request an English version, he shall be provided with it, keeping in mind that in the event of any conflict between the Arabic and English versions, the Arabic version shall prevail.

#### 9. Terms and Conditions of E-Signature:

- **Concerning the e-signature, the Customer hereby authorizes the Bank as follows:**

**First:** Under the Electronic Transactions and its Implementing Regulations, which require that the Customer shall hold (digital certificate), which is an electronic copy that is issued by an (certification service provider), person licensed to issue digital certificates or any related service or mission and e-signatures according to this Law such as BTC and STCS. This digital certificate is used to confirm the identity of the holding person (Customer) on the e-signature system and contains signature verification data, which shall be certified by the Center (National Center for Digital Certification (NCDC)), which supervises digital certification issuance and management. Therefore, the Customer authorizes the Bank as follows:

- a. To pass the Customer's personal information and data to the (certification service provider) for completion of the Customer's procedures related to the issuance of the (digital certificate).
- b. To complete the e-signature procedures as per actual reality.

**Second:** The Customer acknowledges as follows:

- a. If there is a requirement of written signature on a document, contract or otherwise, the e-signature made in accordance with this Law (as indicated above) shall be deemed satisfactory of this requirement and the e-signature shall constitute a written signature and has the same legal effects.
- b. That electronic transactions, records and signatures shall have their probative effect and no challenge may be made against their validity or enforceability nor be blocked from enforcement on the ground that they have been made in full or in part in an electronic form.

In addition, the information generated from electronic transaction shall not lose their probative effect or enforceability and electronic transaction or e-signature shall be admitted for evidence.

- c. Offer and acceptance in the contracts may be expressed through electronic transaction and the Contract shall be deemed valid and enforceable wherever it has been made in accordance with the provisions of the Law. In addition, the Contract shall not become invalid or unenforceable once it has been made through one or more electronic registers.
- d. Contract may be effected through automated or direct electronic data systems between two or more electronic data systems that are pre-developed and programmed, to carry out such missions as a representative of the contracting parties and the contract shall be valid and effective despite the absence of direct intervention of any person with a natural capacity in the conclusion of the contract. The contract may be made between an automated electronic data system and a person of natural capacity if he is aware or is supposed to be aware that he deals with an automated system that will take the mission of concluding or enforcing the contract.

**Third:** Responsibilities of the Certificate Holder (Customer). The Customer acknowledges that:

- a. The Certificate Holder shall be responsible for the safety and confidentiality of his e-signature system and every use of this system shall be his own and that he shall adhere to the certificate use conditions and the e-signature creation conditions.
- b. The Certificate Holder shall provide correct information to the certification service provider or all parties that are required to verify his e-signature.
- c. The Certificate Holder shall inform the certification service provider of any change or non-confidentiality of the information indicated in the certificate.
- d. The holder of a suspended or cancelled certificate shall not reuse the e-signature elements of the concerned certificate of another certification service provider. The regulations shall set forth the procedures required for prevention of such matter.

### **Article (23): The Governing Law for Dispute Resolution:**

The construction and enforcement of the Terms and Conditions of this Agreement (which include all General and Special Conditions of each Card and any transactions contemplated thereunder of whatever procedures or parties) shall be subject to and governed by the provisions of the Saudi laws and regulations only. SAMA Banking Dispute Committee shall settle any dispute arising herefrom without prejudice to the Bank's right to refer the dispute to any court or judicial forum in any other country in which the Second Party has an elected domicile, business activity or properties.

### **Article (24): Reading and Approval of the (Agreement):**

All acknowledgments made by the Customer and the authorizations made under this (Agreement) and its schedules shall be irrevocable, uncancellable or unrestricted since they were signed after its clear acceptance, understanding and realizing of all their meanings. The Parties acknowledge that they have negotiated this (Agreement) and all Terms and Conditions herein and the annexes attached hereto and that they have read the same after their final drafting and have understood and agreed to enforce all its Terms and Conditions, each in his respective part, from the date of signing this (Agreement) till the end of its term.

This (Agreement) includes (24) main articles and schedules and has been drawn up in original duplicate, one copy to each party to act accordingly. The Parties have signed this (Agreement) on the date of its conclusion stated hereinabove after reviewing and understanding its terms and conditions, clearly realizing all meanings and accepting all its terms and conditions and the Parties' signature shall be binding upon them (whether signature has been affixed in writing and/or electronically according to the Electronic Transactions Law and its Implementing Regulations, as either amended, in accordance with any instructions or circulars made by relevant entities) on this page, standing as an acknowledgment of all contents of the previous pages.

<b>Main Provisions of the Agreement</b>	
Article 10	The consequences on the Cardholder if the Customer fails to make payment of total outstanding amounts under the statement of account on the Card Account or the Customer only pays the minimum outstanding amount under the statement of account on the Card Account.
Article 20	The consequences arising if the Cardholder breaches the Terms and Conditions of this Agreement.

<b>First Party (Saudi National Bank (SNB))</b>	<b>Second Party (Customer/Cardholder/Applicant)</b>
<b>Authorized Signatory: Capacity:</b>	<b>Customer's Name:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Date:</b>	<b>Date:</b>