

# GENERAL TERMS AND CONDITIONS

The applicant hereby agrees to obtain Al-Baraka Islamic Bank Master Card in accordance with the following Terms and Conditions and hereby confirm his undertaking to the same:

## 1) Definitions

The following words where they appear in the Terms and Conditions shall have the meaning assigned against each:

**Bank:** Al-Baraka Islamic Bank (B.S.C) ©

**Card:** means the new, renewed or replaced Al-Baraka Credit Card issued by the 'Bank'.

**Cardholder:** means the Primary or/and the Supplementary Cardholders.

**Primary Cardholder:** means the person who applies to the 'Bank' for issuing one 'Card' or more, and in whose name the 'Card Account' was first opened and maintained. **Supplementary Cardholder:** means the person nominated by the 'Primary Cardholder' to use the 'Card' Account' and in whose name the 'Bank' issues a supplementary Card.

**Card Account:** means the account opened by the 'Bank' in the name of the Primary Cardholder for the purpose of debiting all Card Transactions generated as a result of using the 'Card', together with fees and any other charges, as well as crediting refunds due, as made by the 'Cardholder', primary and/or supplementary

**Credit Limit:** means the maximum line of credit, permitted by the 'Bank' to a 'Card' Account which is not to be exceeded and can be accessed by the 'Primary Cardholder' as well as the Supplementary 'Cardholder' through using the 'Card'.

**Card Transaction:** means the purchase of goods, services, receipt of benefits, reservation, and/or receipt of a Cash Advance made by the 'Cardholder' against and by the use of the 'Card', the card number, and/or the 'PIN' including mail, telephone, and/or facsimile orders.

**PIN:** means the Personal Identification Number provided by the 'Bank' to the 'Cardholder' for use with the 'Card' where and when required.

**Cash Advance:** means cash provided by the 'Bank' to the 'Cardholder' against the 'Card', usage, either through an ATM or over the counter transaction.

**Statement of Account:** means the monthly statement sent by ordinary mail or email to the 'Primary Cardholder' showing the details of the 'Card' Transactions made by the 'Primary Cardholder and/or the Supplementary Cardholder, during the previous Billing Cycle and the payment due by the 'Cardholder' to the 'Bank'.

**Opening Balance:** means the total outstanding balance due for payment carried from the previous 'Billing Cycle' which may consist of 'Retail Purchase', 'Cash Advance', 'Other Charges' and/or fees.

**Rewards:** means any additional incentives given by the 'Bank' in the form of promotional products, points, coupons or discounts.

**Billing Cycle:** means the time period between the dates of issuing two consecutive 'Statements of Account'.

**Retail Purchase:** means any purchase of goods, services, receipt of benefits, or reservations made against the card.

**Other Charges:** means any other charges such as late payment fees, temporary increase fees, replacement fees etc.

**Merchant:** means any, but not limited to, person, shop, company, establishment, organization, or online entity which accepts the card or the card number as a method of payment for the goods, benefits, reservations, or services offered by it which are compliant with Sharia's.

## 2) Issuance of the 'Card'

**2-1** The 'Bank' shall have the right to examine and review the credit standing of an applicant of a Card, at any time the 'Bank' deems fit without reference to the applicant or assigning any reason whatsoever. The applicant acknowledges that the credit examination and/or review necessary for the processing of the 'Card' application may require the 'Bank' to disclose the applicant's address, salary, any professional and/or financial information to any other party. As a pre-condition for approving any application for the issuance of a 'Card', the 'Bank' may, in its sole discretion and determination, require the applicant to issue a cheque and/or pledge and/or assign a cash deposit in favor of the 'Bank' as security against the issuance of the 'Card' in an amount determined by the 'Bank'. The 'Bank' shall maintain this security as long as the 'Card' is valid and there is any unpaid 'New Balance'.

**2-2** The 'Card' shall be valid for the period specified on the 'Card' and the 'Cardholder' is eligible to use the 'Card' only during such period.

**2-3** On the first 'Statement of Account' after the replacement of the 'Card', the 'Bank' shall, at its sole discretion and determination, charge the 'Cardholder' and debit the 'Card Account' by the replacement fee for the replacement of the 'Card'.

**2-4** In case the 'Card' is terminated or cancelled for any reason whatsoever, the 'Bank' shall not be obliged to refund any paid or charged fees / profit.

**2-5** The 'Card' shall at all times remain the property of the 'Bank' and shall be returned by the 'Cardholder' to the 'Bank' upon the first request of the 'Bank' or its duly authorized agent. With giving prior notice to the 'Cardholder', the 'Bank' may, at its sole discretion and determination, and without assigning any reason whatsoever cancel, suspend, refuse to reissue, renew or replace the 'Card'.

**2-6** The 'Card' shall be non-transferable, non-pledgeable and usable only by the person whose name is embossed/printed on the face of the 'Card' and whose signature appears on the reverse of the 'Card'.

**2-7** The 'Cardholder' is fully aware that the issuance of the 'Card' constitutes a borrowing relationship with the 'Bank' and the 'Cardholder' has the ability to repay on the relevant 'Payment Due Date' all the amounts arising from the use of the 'Card'.

**2-8** The 'Bank' reserves the right to change the designs of the 'Cards' at any time without prior notice.



### 3) Receipt and Usage of the 'Card'

3-1 The 'Cardholder' shall immediately sign the 'Card' upon receipt and exercise due diligence and care to keep the 'Card' in safe custody against loss, theft, misuse, misplacement or any other risk.

3-2 The 'Cardholder's' signature acknowledging receipt of the 'Card' and/or first use of the 'Card' constitute binding and conclusive evidence that the 'Cardholder' has read, understood, accepted, agreed with, and is bound by the terms and conditions of this Agreement.

3-3 The 'Cardholder' is under an obligation to exercise due diligence and care to prevent the disclosure of the related 'PIN' to any other person. The 'Cardholder' must destroy the 'PIN' printed record immediately upon receipt. The 'Cardholder' must ensure that any record of the 'PIN' must be unidentifiable and kept entirely separate and distinguishable from the 'Card'.

3-4 The 'Bank' shall not be responsible and/or liable for the non-acceptance of the 'Card' for any reason whatsoever by any Merchant, 'ATM', or a Bank's branch or unit. Furthermore, the 'Bank' will not be liable for any surcharge applicable by any Merchant.

3-5 The 'Card' must not be used for any unlawful purpose, including the purchase of goods or services prohibited by Shari'ah or any other law applicable in the 'Cardholder's' or 'Bank's' jurisdiction. It is the 'Cardholder's' responsibility to ensure that the 'Card' is used in accordance with Shari'ah and the 'Bank' has the right to investigate any purchase made by the 'Cardholder' for Shari'ah compliance. In the event that any Retail Purchase is found to be Non-Shari'ah compliant, the 'Bank' has the right to stop, suspend, terminate, and/or cancel the 'Card' as well as the 'Card Account. Non-Shari'ah compliant purchases include, but are not limited to, retail purchases made at bars, pubs, nightclubs, casinos, or betting.

### 4) Loss of the 'Card'

4-1 If the 'Card' is lost or stolen, or the 'PIN' is misplaced, disclosed or otherwise compromised, the 'Cardholder' must immediately and within 24 hours notify the 'Bank' in person or in writing. In case such an event occurs outside the normal Banking hours, the 'Cardholder' shall call Al-Baraka Bank Customer service number 13300400. Any such notification must be confirmed in writing to the 'Bank' immediately but in any case within seven (7) days to the 'Bank' of the loss, theft or disclosure. The 'Cardholder' shall at all times remain liable for any use or misuse of the 'Card' and/or the 'PIN', including all Cash Advances, prior to reporting the loss, theft, misplacement, or disclosure of the 'Card' and/or 'PIN'. The 'Cardholder' must give the 'Bank' all available information as to the circumstances surrounding such loss, theft, misplacement or disclosure.

The 'Bank' shall not be liable in any manner whatsoever for any loss or damage which may be incurred or which might arise directly or indirectly as a result of the loss or theft of the 'Card' or its misuse and/or misplacement or disclosure of the 'PIN'.

4-2 The 'Cardholder' will remain fully liable to the 'Bank' in respect of any use or misuse of the 'Card' after cancellation or during a period when the right to use the 'Card' has been withdrawn and/or suspended. Cancellation of the 'Card' shall not affect the 'Cardholder's' liabilities or obligations pursuant to this 'Agreement' arising prior to such cancellation.

4-3 The 'Bank' may at its own discretion and determination, subject to charging a fee, issue the 'Cardholder' a replacement 'Card' in substitution of the reported lost, stolen, misplaced, or otherwise compromised card in addition to a new 'PIN' at the sole risk and expense of the 'Cardholder'.

4-4 If the 'Cardholder' recovers the 'Card' previously reported to be lost, stolen, misplaced, or otherwise compromised, the 'Card' must not be used and the 'Cardholder' must cut the 'Card' into two halves and immediately return both halves to the 'Bank'.

### 5) Payment

5-1 Once the 'Card' is activated, the 'Cardholder' agrees to pay the 'Bank', on a monthly basis, the applicable service fees. The 'Cardholder' also agrees to pay, at the 'Bank's' request, any handling fee for issuance of a replacement 'Card'.

5-2 The 'Bank' shall send by ordinary mail or email to the 'Primary Cardholder' a monthly Statement of Account of the 'Card Account' at the address mentioned on the application form for issuance of the 'Card' or the address notified to the 'Bank' by the 'Cardholder' in writing. The 'Bank' shall not be liable in any manner whatsoever for any postal or other delays or the non-receipt of the Statement of Account by the 'Cardholder'.

5-3 All charges posted by the 'Bank' to the 'Cardholder' shall appear on the monthly 'Statement of Account'. Any objection by the 'Cardholder' against any entry, including the 'Bank's' charges, in the Statement of Account shall be notified in writing to the 'Bank' by the 'Cardholder' within one hundred and twenty days (120) days from the Statement Date. If no objections are received within the specified time period the Statement of Account will be considered correct and no claim will be entertained by the 'Bank' after such time. The 'Bank' may provide the 'Cardholder', upon written request, with copies of the 'Card' Transactions and reserves the right to charge a fee for providing such copies. Disputing a charge shall not exonerate the 'Cardholder' of his liability for that Card Transaction.

5-4 Cardholder shall pay the minimum of the total outstanding amount of 5% or 10 BD, whichever is greater, which includes all charges due on the first installment.

5-5 The new total amount due which is shown in the monthly statement must be arranged for payment on or before the payment due date.

5-6 When the card holder pays the due amounts of the card account, the fees (if any) will be settled then the outstanding balance for both purchases and cash withdrawals will be settled.

### 6) Fees and Expenses

6-1 Cardholder must pay fixed card service fees on a monthly basis, after the deduction of any payments, and the bank have the right to waive the fees for services in whole or partially or a specified amounts of fees according to the card type as per the table mentioned below:

CARD TYPE	GOLD	TITANIUM	PLATINUM	WORLD
Minimum Credit Limit	BHD 300	BHD 750	BHD 2,000	BHD 2,500
Maximum Credit Limit	BHD 10,000	BHD 20,000	BHD 50,000	BHD 100,000
Minimum Monthly Service Fees	BHD 4.5	BHD 11.25	BHD 30	BHD 37.5
Maximum Monthly Service Fees	BHD 150	BHD 300	BHD 750	BHD 1,500
Yearly Service Fees	BHD 1,800	BHD 3,600	BHD 9,000	BHD 18,000

**6-2** The bank has the option without any legal obligation to waive the service fees in case of paying the full ending balance of the previous month in full within 25 days from the statement date.

**6-3** All cash withdrawals on the card are subject to a one-time fixed fee for each cash withdrawal on the card account at 3% of the value of the cash amount withdrawn or the amount of 3BD, whichever is greater, also that cash withdrawals will not be allowed from the Bank ATM's.

**6-4** The Bank shall have the right to modify the card service fees or other fixed fees which are accounted on a written notification submitted by the bank to the cardholder, under a notice attached in any branch of the bank and via the bank's official website [www.albaraka.bh](http://www.albaraka.bh)

**6-5** Cardholder will be obliged to pay an amount of 5 Bahraini dinars (which will act in the faces of kindness and goodness after deducting the outstanding card balance and the actual administrative costs and legal expenses incurred by it by reason of the collection of the installments.) on the card account if the bank did not receive the minimum amount due on or before the due date.

**6-6** In consideration of the services provided by the Bank to the card holder, the Bank shall be entitled to receive service charges, commissions, fees, etc. which the Bank shall decide and modify with prior notification to the cardholder at Its sole discretion and which may change from time to time and the cardholder acknowledges that he/she has read and accepted the applicable tariff of charges upon opening the account.

**6-7** The card holder acknowledges and agrees to accept the credit card expenses jointly with the rest of the card holders.

**6-8** The card holder acknowledges and agrees to accept the fees imposed by MasterCard when using the credit card in a foreign currency.

## 7) Supplementary Cards

**7-1** Primary Cardholder may upon written request, apply for an additional card; and the Bank may approve in its sole discretion to issue an additional card as a supplementary card for use by any of the primary Cardholder's family members beyond the age of 15. The Primary Cardholder will remain responsible for all amounts and losses incurred by the Bank which arise from the use by the Supplementary Cardholder (including any use contrary to these Terms and Conditions which the Bank does not assume any responsibility to prevent it)

**7-2** The Bank may cancel the Supplementary card at any time at the request of the Primary Cardholder re-attaching the card to the bank without affecting the main responsibility of the Cardholder regarding any transaction carried out by the Supplementary Cardholder before canceling the card.

**7-3** The primary Card holder holding a Platinum or World

credit card is eligible for three free of charge supplementary cards. Additional fees according to the fee schedule issued by the bank will be applied on each extra supplementary card beyond three cards.

## 8) Rewards

**8-1** Rewards once redeemed cannot be reinstated.

**8-2** The 'Bank' will not be liable for any service liabilities for Rewards offered or for any damage or loss incurred by the 'Cardholder' on the purchase of any goods through the redemption of Rewards. Any disputes or claims on products or services purchased through the redemption of Rewards should be addressed directly to the relevant Merchant.

**8-3** The 'Bank' has the absolute right to change, modify or cancel any Reward program at any time with prior notice to the cardholder.

**8-4** In case of termination of any Reward program, all Rewards given to a 'Cardholder' will immediately expire and will have no future value or reinstatement possibilities. The 'Bank' is not liable to compensate the 'Cardholder' in any way if the Reward program is terminated or changed.

**8-5** Rewards cannot be exchanged for cash.

**8-6** Rewards cannot be redeemed in conjunction with any other discount or promotion. To redeem Rewards the 'Cardholder' must inform the Merchant that he would like to redeem the Rewards before the Card Transaction is completed. The 'Cardholder' may not request redemption of the Rewards after the 'Card' Transaction is completed.

**8-7** Once expired, Rewards may not be extended.

## 9) Cancellation and Withdraw of the Card

**9-1** The Bank may, without prejudice to the right of the bank to take any legal action against the Cardholder for any new outstanding balance with other costs, , stop, suspend, terminate and / or cancel "the Card" if the total amount due was not paid for more than a month from the date of the Statement of Account. The Bank may liquidate and utilize any guarantee or assets or the value of materials or amounts reserved or deposited with the Bank for such facilities by the Cardholder to debit the total amount due without notifying the Cardholder. Furthermore, the Bank may hold on, seize any credit balance in the current account or savings account or fixed deposit account or any other amounts which have not been saved as collateral by the bank in exchange for Cardholder account for that purpose.

**9-2** In the case of termination/cancellation for any reason, or in the event of bankruptcy, insolvency or inability of the Cardholder to pay the outstanding balance shown in the "Card Account" as well as new transactions that still have not been debited from "Card Account" these amounts will immediately become due and the Cardholder should arrange payment to the Bank.

**9-3** Any debit balance on the Card will incur charges such as (service fees and late payment fees) payable as agreed between the parties under this Agreement until the final payment of the total outstanding balance.

## 10) Variation of Terms and Conditions

**10-1** The 'Bank' may, from time to time at its sole and absolute discretion and determination vary, change, alter, modify, and/or amend the terms and conditions of these Terms and Conditions, which variation, change, alteration,





modification and/or amendment shall immediately become binding on the 'Cardholder'. Such variation, alteration, modification, and/or amendment shall be notified to the 'Cardholder' by the 'Bank' in writing and by publication by such means as the 'Bank' may determine and a variation, alteration, modification, and/or amendment so notified shall be binding on the 'Cardholder'.

**10-2** The 'Bank' may (subject to notifying the 'Cardholder') assign the whole or any part of its rights, or obligations under this 'Agreement'.

**10-3** The validity, legality, and enforceability of each of these Terms and Conditions of are distinct and severable from one another.

**10-4** Usage of the 'Card' from the effective date of any variation, change, alteration, modification and/ or amendment in these Terms and Conditions shall constitute acceptance of such changes without any reservation whatsoever by the 'Cardholder'.

## 11) Termination of Agreement

The Cardholder may terminate these Terms and Conditions by written notice to the Bank, but such termination shall apply only when the Card is returned to the Bank and settlement of all the Primary Cardholder's liabilities to the Bank under these Terms and Conditions. Until such termination, the Bank may re-issue cards from time to time for use in accordance with these Terms and Conditions. Before leaving the Kingdom of Bahrain on a permanent basis, the Primary Cardholder must return all card by the Bank.

## 12) General

**12-1** The Bank shall not be responsible for non-acceptance of the Card by the Merchants as a method of payment, and the Cardholder shall not be entitled to get the reasons for such refusal

**12-2** The 'Bank' must be promptly notified by the 'Cardholder' in writing whenever there is a change in the 'Cardholder' s' employment constitution, nature of business, office and/ or residential mailing address or telephone.

**12-3** If the 'Cardholder' decides to depart permanently from the country where the 'Card' has been issued, the 'Cardholder' shall cut the 'Card' in two halves and return both halves to the 'Bank' along with a written notification, at least forty five (45) days prior to the date of departure, after fully settling the outstanding in the 'Card Account'.

**12-4** The 'Bank' has the full unrestricted right, to examine the general credit position of the 'Cardholder' and the credit history of the 'Card Account' at any time and to disclose at its sole discretion and determination without any reference to the 'Cardholder', any information relating to creditworthiness or credit history of the 'Cardholder' at any given time to the 'Bank's agents, assignees, associates, branches, legal authorities, or any other party authorized by the 'Bank' in order to enable the 'Bank' to enforce the 'Cardholder' obligations under this Agreement.

**12-5** With serving prior notice to the 'Cardholder', the 'Bank' may at any time at its sole and absolute discretion and determination, and without assigning any reason whatsoever, recall and/ or capture any or all Cards held by the Primary Cardholder or the Supplementary Cardholder and terminate the use of such 'Card', and the 'Cardholder' shall be under an immediate obligation after such recall and/ or capture, to cut the 'Card'(s) into two halves and return both halves to the 'Bank' after fully settling the outstanding of the 'Card' Account'.

**12-6** The 'Cardholder' hereby irrevocably and unconditionally authorizes and permits the 'Bank' to disclose any information related to the 'Cardholder' which the 'Bank' deems fit to the 'Bank's' agents, assignees, associates, branches, legal authorities, or any other party authorized by the 'Bank' in order to enable the 'Bank' to enforce the 'Cardholder' obligations under this Agreement.

**12-7** These Terms and Conditions are effective in conjunction with the terms stated in any other agreement, related to the 'Card' and all such agreements are binding on the 'Cardholder' in relation to the usage of the 'Card'.

Notwithstanding the above, in the event there is any conflict between the provisions of such agreements and these 'Terms and Conditions the provisions of these Terms and Conditions will supersede and prevail.

**12-8** No course of dealing between the 'Bank' and the 'Cardholder' nor any delay, omission or failure on the part of the 'Bank' to exercise any of its rights under this 'Terms and Conditions shall be construed as a waiver of such rights or impair the rights of the 'Bank' with respect to any subsequent default of the same or different nature by the 'Cardholder'.

**12-9** All activities pursuant to these Terms and Conditions shall be carried out for the benefit of the 'Cardholder' and accordingly the 'Cardholder' shall assume all losses and liabilities relating thereto and arising there from and the 'Cardholder' hereby undertakes to protect and indemnify the 'Bank' from and against any loss, damage, claim, lawsuit, penalty, cost and expense of whatsoever nature in respect of, or arising out of the services to be rendered by the 'Bank' under this Agreement.

**12-10** Instructions sent by the 'Cardholder' to the 'Bank' through facsimile communication shall be considered valid and binding on the 'Cardholder' and the 'Bank' may act upon instructions conveyed through this method.

**12-11** The 'Bank' may, at its sole and absolute discretion, make available to a 'Cardholder' with a current and active 'Card', various benefits. The 'Bank' reserves the right to terminate or amend any benefits available on the 'Card' at any time with prior notification to the 'Cardholder'. The 'Bank' shall not be considered at any time to be an agent or representative of any service provider in respect of the benefits made available to the 'Cardholder'.

**12-12** All benefits will be available only on current and active 'Card's'.

**12-13** The 'Bank' is not liable in case of any dissatisfaction with regard to price, service, quality offers or any other matter related to the 'Card'.

**12-14** Without contravening Article 6-7 of these terms and conditions, all service fees collected from card holders will be considered from the bank's revenues, except for what exceeds their actual cost, as they will be spent on charitable causes in accordance with the bank's internal regulations.

## 13) Applicable Law:

**13-1** This Agreement shall be governed under the applicable laws in the Kingdom of Bahrain which do not conflict with Islamic Sharia law as defined by the Shari'ah Supervisory Board Both parties shall be subject to the jurisdiction of the courts of the Kingdom of Bahrain. That submission must not restrict the Bank's right to bring claims against the Cardholder in any of the other jurisdictions.

**13-2** The Arabic version of these Terms & Conditions shall prevail in case of litigation according to laws of Kingdom of Bahrain.