

## Terms & Conditions for Membership of Credit Cards Issued by National Bank of Kuwait

Membership of credit cards issued by the National Bank of Kuwait S.A.K.P. ("NBK") is subject to the following terms and conditions as may be amended by NBK from time to time:

- Unless the context otherwise requires, the following terms and expressions, wherever stated herein, shall have the meanings assigned to them:
  - "Bank" or "NBK" means National Bank of Kuwait S.A.K.P.;
  - "Card" means Visa Card, Diners Club International Card or Mastercard issued by the Bank to the Member;
  - "Member" means the customer to whom a Card is issued with his/her name printed thereon. The Bank may, at the Member's request, issue a supplementary Card to another person named by the said Member as per the provisions hereinafter stated, and any amendment thereto;
  - "Card Account" means the Member's account with the Bank to which all amounts relating to Card Transactions and amounts due to the Bank are charged as per the provisions stated hereunder.
  - "PIN" means the Personal Identification Number of the Card which is handed to the Member by the Bank in a sealed envelope.
  - "Credit Limit(s)" means the maximum amount of credit determined by the Bank from time to time which may be spent on a Card within a specific period and which the Member may not exceed.
  - "Card Transaction(s)" means the purchase of goods, services or cash advance/withdrawals or otherwise any other transaction made through the use of the Card.
- The Card shall immediately be signed by the Member upon its receipt from the Bank and the Member shall not disclose the PIN to any third party. The Member hereby undertakes to sign all receipts, bills, etc. related to Card Transactions with the same signature on the back of the Card, failure to sign on such receipts or bills shall not affect the validity of such documents.
- The Member shall use, and shall not exceed, the Card Limits authorized by the Bank from time to time. In the event the Card Limit is exceeded, the Member undertakes to immediately repay to the Bank such excess and any interest thereon. The Member hereby also undertakes to repay all amounts arising from usage of the Card by a third party or from the use of the supplementary Card whether with or without the Member's authorization.
- The Member shall be responsible for the Card, its use and use of the PIN. The Member shall also be liable for any consequences, in particular in case of loss, theft, misuse or damage of the Card, whether by the Member or a third party, and irrespective of whether with or without the Member's permission; and shall further compensate the Bank for any damage or loss arising as a result thereof.
- In case of loss, theft or damage of the Card, the Member undertakes to immediately notify the relevant Credit Card Department in the Bank or the nearest related Card office abroad. If notification is made through phone or fax, the Member undertakes to confirm the same by written confirmation within seven days. In all cases, the Member shall be responsible for any use of the Card until the Bank receives the said written confirmation. A replacement Card may be issued to the Member subject to payment of applicable charges.
- The Bank shall not be responsible for the method by which the Member uses or misuses the Card. The Bank shall not be responsible if the Card is rejected by any establishment, company or otherwise, or in the event of any fault or insufficiency of the goods purchased by the Member using the Card. The Bank shall also not be held liable for any loss or damage arising from the malfunction or defect in ATMs or card accepting devices, whether inside or outside Kuwait, and whether technical or otherwise. The Member expressly acknowledges that he/she shall keep the Bank harmless from any liability arising from any of the aforementioned events and shall repay all amounts due on the Card irrespective of any dispute or claim. The Member shall have no right to request any set-off between the Bank's rights towards the Member and the Member's rights towards any entity the Member has transacted with through the Card.
- The Card shall remain the property of the Bank at all times and the Member hereby undertakes to return it to the Bank, upon the latter's request.
- All amounts due by the Customer as a result of issuance and usage of the Card shall be calculated in Kuwaiti Dinars, and for this purpose, any amounts relating to any transaction made in foreign currency, shall be converted into local currency (Kuwaiti Dinar) at the selling spot rate of Kuwaiti Dinar then applicable at the Bank against the foreign currency on the date the Bank receives statement of such amounts in addition to a maximum percentage of 2.75% shall be added to the exchange rate on all transactions executed outside Kuwait or electronically online on international websites, whether in Kuwaiti Dinars or in foreign currencies, and the Customer hereby acknowledges and approves the same. The added percentage represents costs linked to the Card transactions' processed outside the State of Kuwait, such as mandatory costs, settlement costs and mandated costs, as well as to cover risks of foreign currency exchange rate volatility and losses associated with fraud and forgery, and in case of cash advances by ATM withdrawals or account transfer, a fee of 5% (five percent) of the value of the transaction shall be charged.
- The Member undertakes to maintain sufficient balance in his/her account to repay all amounts, withdrawals and other amounts in connection with Card Transactions arising from issuance and usage of the Card. Where the account has no credit or where amounts are insufficient to repay due amounts to the Bank, all indebtedness shall become due and payable with immediate effect. In such case, the Bank may charge an administrative fee on the outstanding amount at a rate of 1% or KD 4 per month, whichever is higher, for follow up of Card Account and related Bank transactions with external parties. In the event the Member exceeds the authorised Credit Card Limit(s), whether from transactions made by the Credit Card or due fees, such excess amount shall become due and payable with immediate effect and, in such case, the Bank may charge KD 5 per month on the excess amount for each month that the authorised limit is temporarily exceeded.
- The Member may benefit from the "flexible repayment" service on the Card and may repay a portion of the value of Card Transactions for each month, provided that the repaid amount is not less than 8.33% of the total outstanding amount debited from the Card Account and provided the Member undertakes to repay all over limit amounts. For such service, the Bank shall charge 0.5% per month plus 2.5% per annum above Central Bank of Kuwait Discount Rate. The Member shall be under an obligation to discharge all above-mentioned obligations.
- The following amounts shall be recorded on the Card Account:
  - Membership fees to be paid once per each year of subscription on the dates determined by the Bank;
  - Amounts arising from use of the Card as well as all interests and commissions in addition to all related expenses including costs of any correspondences, telex, phone calls, fax, etc. and expenses of claims served to the Member for payment of indebtedness; and
  - Any fees or commissions charged by other banks or institutions to the Member for Card usage.
- The Bank may, at any time, reduce the authorized Credit Limit and terminate the "flexible repayment" service following notification to the Member addressed to his/her postal address recorded with the Bank. In case of termination of the said service, all outstanding amounts shall become due and payable to the Bank with immediate effect without the need for another notification to the Member to that effect.
- The Member hereby authorizes the Bank to utilize any credit balance or funds, deposits or other rights in any of his/her account(s) with the Bank, or any of its branches or subsidiaries, whether inside or outside of Kuwait, or with any other bank in Kuwait, of whatever nature or type, to repay any outstanding amount due on the Member arising from issuance and usage of the Card and to undertake all related accounting entries without the need for any notice, warning or legal action. The liability of the Member shall be discharged proportionately to the amount actually paid from such outstanding balances.
- The Member may, at any time, request cancellation of the Card or non-renewal thereof through a written notification to the Bank and shall return the relevant Card to the Bank.
- The Bank, at its own discretion, has the right, at all times, to cancel, or reject renewal of, the Card without any prior notice or justification, particularly where the Member or supplementary cardholder is in breach of any of the terms and conditions set out herein, or has misused the Card, or, in each case, either the Member or supplementary cardholder, funds/assets are seized or liquidated; is declared insolvent, bankrupt or unemployed; failed to make repayments; has died; has lost legal capacity; or account was closed whether by request or by virtue of a decision by the Bank. In each such event, all amounts debited on the Card Account shall become due and payable with immediate effect, without the need for any other legal action and the Member hereby undertakes to promptly repay all outstanding amounts to the Bank, cease using the Card and return it to the Bank. The Member shall, at all times, remain liable towards the repayment of any outstanding amounts arising from use of the Card.
- Irrespective of whether the Card was cancelled or not renewed by the Bank or as requested by the Member, the Member shall promptly notify any company, establishment or other entity providing goods or services on a continuous basis to the Member through the Card to stop charging the Card Account. Returning the Card to, and receipt thereof by, the Bank shall not be considered a discharge of the Member's liability towards the Bank; accordingly, the Member shall remain liable towards the Bank for a period of sixty days from the return date of the Card. In all cases, the Member shall, at all times, remain liable towards the repayment of any outstanding amounts arising from use of the Card.
- While bills, receipts and other documents related to Card Transactions are not returned to, or maintained by, the Bank, the value of the Card Transactions is notified to the Bank to debit the Card Account accordingly. In line with international credit card systems, which set out the period beyond which a request for a copy of such documents may not be submitted, the Member expressly acknowledges that he/she may not request the Bank to provide copies of such bills, receipts or other documents relating to Card Transactions after the lapse of 60 days from the date of the relevant Card Transaction.
- The Bank shall send the Member a monthly statement of the Card Account. All such statements of account sent by the Bank to the Member without being contested from the latter within forty-five days from the date the transaction(s) is recorded in the statement shall be deemed correct. The Member shall be considered to have received the statement if he/she did not inform the Bank of non-receipt within ten days from the date the statement of account should have been received.
- The Bank's books and entries shall be decisive evidence of all rights and liabilities of the Member arising in connection with dealing with the Bank. The Member hereby acknowledges that all entries made in the account - of any amount or transaction - shall be binding evidence of all obligations of the Member in relation to issuance and usage of the Card.
- The Member hereby acknowledges and consents to the Bank obtaining, at any time, his/her personal information detailed on the Identification Card as well as work address from the Public Authority for Civil Information ("PACI") with no liability, whatsoever, on the Bank or PACI. The Member hereby also acknowledges and consents to the Bank and the Credit Information Network K.S.C.C. (Ci-Net) exchanging his/her information in connection with consumer loans and credit facilities related to installment sale transactions between banks and CBK-regulated investment companies and all other commercial companies providing credit facilities through installment sale of goods and services, where such companies are participating in Data and Information Compilation System under the Law No. 2 of 2001, without any liability, whatsoever, on the Bank or Ci-Net.
- The Bank may, at the Member's request, issue a supplementary Card to another person named by the Member, provided that the value of all supplementary Card Transactions are recorded on the Member's Card Account. In such case, the Member shall jointly be liable with the supplementary cardholder for the repayment of any outstanding amounts or any consequences of usage of the supplementary Card. All terms and conditions in relation to issuance and usage of the Card shall be applicable to the supplementary cardholder. The Bank may reject the issuance of the supplementary Card or cancel the same at any time without justification as per the provisions of Clause (15) hereof or based on a written request from the Member or the supplementary cardholder, provided that the Card to be cancelled is returned to the Bank.
- The Member acknowledges that the address stated in the application shall be deemed the elected address of the Member for all matters that relate to usage of the Card, including in relation to any disputes before all levels of litigation and for the purpose of enforcement proceedings. All correspondences, account statements and summons served, faxed or addressed by the Bank via registered or express mail to the Member at the stated address shall be deemed valid and legally effective. Any change to such address, post office number or fax number shall not be valid and legally effective except after due receipt by the Bank of a notice to that effect by registered letter.
- The Bank may, at any time, amend the terms and conditions set out herein. Such amendments shall become valid, effective and legally binding on the Member as of the date of announcement of the same at the Bank's branches or website or in any other manner the Bank deems appropriate.
- Any matter not specifically provided for under these terms and conditions shall be subject to the provisions of the Kuwaiti Laws and exclusive jurisdiction of Kuwaiti courts. The Member hereby accepts the local jurisdiction of the courts of Al Assimah (Capital) to settle any dispute that may arise in relation to the terms and conditions.
- The Member is provided with a booklet that contains all terms and conditions of NBK Miles Program at the time of requesting the Card.
- The Member hereby acknowledges and consents to the Bank - through its employees and officials - investigating at the residence/work address the correctness of information and data recorded by the Bank and updating the same. The Member hereby authorizes the Bank to disclose all data and information related to the indebtedness of the Member to any third party including to any employee or official at the place of business of the Member, whether recorded with the Bank at the time of borrowing or joined by the Member at a later date. The Member hereby discharges the Bank - and its employees, officers and officials - from all losses directly or indirectly suffered by the Member as result of disclosure of any such data or information.
- Customer agrees and authorizes the Bank to provide Card data update services to merchants and service providers, as well as periodic subscriptions on website or by telephone upon expiration of the registered Card or the issuance of an alternative Card, so that such merchants may continue to debit the amounts owed by the Customer and provide their relevant services.
- Customer agrees and authorizes the Bank to use, disclose and share Customer information and data with any of the Bank's branches and subsidiaries within or outside Kuwait, as well as with certain marketing, advertising, surveying, collection, telephone and electronic services providers and other service providers contracted by the Bank.
- The Member hereby acknowledges reading and accepting the terms and conditions set out herein.