

# Credit Card Terms and Conditions

## Credit Card Terms and Conditions

### Part (1)

#### Terms and Conditions

The customer must carefully read these credit card terms and conditions and their appendices. By agreeing to these terms and conditions and their appendices, the customer confirms that they have read, understood, and accepted the provisions contained herein and has agreed to be bound by their contents. These terms and conditions constitute a legally binding document between the customer and the Bank.

STC Bank (the "**Bank**") may, upon the customer's (the "**Customer**") request for the service, and subject to the Bank's approval of such request, issue the credit card in accordance with the terms and conditions outlined in this document. This document consists of the following documents:

- Credit card terms and conditions document.
- The specific terms for enabling the use of the Card on third-party payment platforms document.
- The specific terms for cash-back programs document.
- Any appendices that the Bank may include without prejudice to the provisions of this Agreement.

The above documents together form a single, integrated whole, and each document constitutes an integral part of the others, so that they interpret and complement one another (collectively referred to as the "**Agreement**").

#### 1. Definitions

- a) The following words and phrases shall have the meanings indicated alongside each of them, unless the context or the explicit wording clearly requires otherwise:

**"Card"**: means the credit card issued by the Bank, such as a "Visa" card or any other credit card, including both the primary card and any supplementary card.

**"Cardholder"**: means the Customer to whom the Card is issued (whether the primary cardholder or a supplementary cardholder), whose name appears clearly on the Card.

**"Primary Cardholder"**: means the Customer who has applied for the Card from the Bank, has an account opened in their name, and is responsible for all Cards issued under that account,

including any supplementary cards.

**"Supplementary Cardholder"**: means any person authorized by the Primary Cardholder to hold and use the Card Account, for whom the Bank issues a supplementary card based on such authorization.

**"Supplementary Cards"**: means the Card issued by the Bank in the name of the Supplementary Cardholder.

**"Account"**: means the current account(s) held by the Cardholder with the Bank pursuant to the Current Account Opening Agreement for Individuals.

**"Card Account"**: means the separate account related to the Card, which records all relevant transactions and details; it is considered distinct and independent from the Cardholder's other accounts with the Bank.

**"Fees"**: means the fees and charges stipulated in the initial disclosure document, agreed upon by the Customer, and listed in the fee schedule set forth in this Agreement.

**"Card Transaction (or Transactions)"**: means any transaction carried out using the Card, such as Cash Withdrawals (as defined below) or purchases made through point-of-sale terminals or via e-commerce (contact or contactless), including any payment fees imposed by the Bank.

**"Cash Withdrawal"**: Refers to the cash amounts obtained by the Cardholder from the Bank through ATMs, amounts transferred to the Cardholder's current account or funds loaded into an Electronic Wallet.

**"Credit Limit"**: means the maximum amount authorized by the Bank for the Customer to use in Card Transactions.

**"Account Statement"**: means the monthly statement sent to the Primary Cardholder via regular mail, the registered national address with the Bank, email, or electronically through the Cardholder's Account in the Bank's app, or by any other means the Bank deems appropriate, detailing the Card Transactions recorded in the Card Account and all amounts due and payable to the Bank by the Cardholder.

**"Due Date"**: means the date specified in the monthly Account Statement by which the Cardholder must pay the amounts due, on or before such date, in order to avoid monthly charges.

**"Day"**: means the Gregorian (calendar) day.

**"Electronic Wallets"**: means the mobile or compatible device-based payment service established by a third party to facilitate payment transactions using a registered card, such as: Apple Pay and Samsung Pay. The Customer's use of the digital wallet may be subject to acceptance of the third party's terms and conditions. Accordingly, the Customer agrees and acknowledges that the Bank is not a party to any agreement with any third party and shall not bear any liability toward the Customer under such agreements. The Customer alone is responsible for reading, understanding, and complying with any existing arrangements with third parties before adding the Card to an electronic wallet. The Customer shall be responsible for securing their device and ensuring its proper use.

- b) The headings contained in this Agreement are included for ease of reference only and shall not be considered in the construction or interpretation of the provisions of this Agreement.
- c) In this Agreement, words in the plural form shall, where the context or circumstances so require, include the singular, and vice versa.

## **2. 2. Card Application, Activation, and Operating Controls**

- 2-1 Upon the Customer's request and the Bank's acceptance thereof, the Bank shall deliver the Card to the Customer through shipping companies approved by the Bank or by any other appropriate means determined by the Bank. In the event that the application is rejected, the Customer shall be notified within three (3) business Days, with the reasons for rejection provided.
- 2-2 The Card shall be subject to activation by the Customer by entering the last four (4) digits of the Card and creating a personal identification number (PIN) through the Bank's application or any other digital channel designated by the Bank, and by completing the authentication requirements via the interactive voice response (IVR) system and text messages (SMS).
- 2-3 The Bank reserves the right to cancel the Card if it is not activated within ninety (90) Days from the date of issuance, with the Customer being notified thereof via a text message (SMS).
- 2-4 The Card may be added to Electronic Wallets, which shall be subject to the terms and conditions of the Electronic Wallet to which the Card is added. The Card shall remain the exclusive property of the Bank.
- 2-5 The operation of the Card shall be in accordance with the controls approved by the Bank's Shariah committee, where the Bank shall provide the Customer with Shariah-compliant financing under the Murabaha structure, depositing it into a designated and separate account for the Card, independent from the Customer's Accounts with the Bank. This account shall serve as security for the fulfillment of obligations arising from the Murabaha transaction related to the Card and any other indebtedness owed to the Bank.

- 2-6 The amount deposited into the Card Account is considered the Credit Limit, and the Customer may use it in accordance with these terms. The maximum Cash Withdrawal limit shall also apply, including Cash Withdrawals through ATMs, amounts transferred to the Cardholder's current account, or funds loaded into an Electronic Wallet, in accordance with this Agreement and the instructions of the Saudi Central Bank.
- 2-7 The Cardholder may use the Card to purchase goods and services permitted under Shariah, withdraw cash from ATMs, transfer funds from the Card to the Account, or load funds into Electronic Wallets. Transactions may be subject to Fees according to each transaction, as specified in the schedule set forth in these terms, provided that the total Fees for transactions and Card-related procedures do not exceed the maximum limits established by the Saudi Central Bank.
- 2-8 In the event that the Customer delays payment of the amount due on the Due Date (the specified Day of each Gregorian month), the Bank is authorized to debit the minimum payment from the Customer's current account and deposit it into the Card Account (5% of the outstanding balance, with a minimum of SAR 100).
- 2-9 Debit cards may not be issued on the Card Account.

### **3. Card Validity**

- 3-1 The Card is issued with a validity period of five (5) years from the date of issuance, unless otherwise indicated on the Card.
- 3-2 The Card's validity period shall be automatically renewed prior to its expiration, with the applicable Fees applied. The Cardholder has the right to refuse renewal. The Cardholder shall be deemed to have agreed to the renewal if they activate the Card or do not object within fourteen (14) Days from the renewal date. The Bank also reserves the right not to renew the Card.
- 3-3 The expiration of the Card shall not affect the validity of any Transactions pending prior to the expiration date.

### **4. Supplementary Cards**

- 4-1 The Bank may, upon the Primary Cardholder's request, issue a Supplementary Card linked to the Primary Cardholder's account. These terms and conditions shall apply to the use of the Supplementary Card.
- 4-2 The Primary Cardholder alone shall bear responsibility for all obligations arising from

the use of the Supplementary Card, including any overdue or unpaid balances that may arise on the Supplementary Card.

- 4-3 4.3 Without prejudice to any of the Bank's other rights under the provisions of this Agreement, the Bank may, without any breach, negligence, or fault on its part, cancel any Supplementary Card at any time.

## **5. Customer's Right to Cancel the Card, Terminate Its Provisions, and the Resulting Consequences**

- 5-1 The Customer may, provided that all amounts due are paid and without prejudice to any other rights of the Bank arising under this Agreement as a result of unilateral cancellation, cancel the Card and/or any Supplementary Card at any time through the Bank's digital channels or by contacting the Bank using the contact information specified in Clause 11-15 of these terms. Upon such cancellation, a clearance letter shall be issued within seven (7) business Days from the date of Card's cancellation, fully terminating the relationship.

- 5-2 The Bank may terminate these terms and conditions and cancel the Card at any time by providing the Cardholder with a thirty (30)-Day prior notice, specifying the reason for termination, without any breach, negligence, or fault on the part of the Bank. In cases where the Bank terminates without cause, it shall provide solutions to facilitate the Cardholder's repayment, such as installment scheduling without profit margin, to enable the fulfillment of obligations arising from this Agreement. Accordingly, the Cardholder must settle all amounts due to the Bank as a result of such termination.

- 5-3 The Bank may terminate these terms and conditions and, consequently, immediately cancel the Card at any time if the Customer fails to comply with these terms and fails to settle all amounts due immediately.

- 5-4 All pending Transactions, including Cash Withdrawals and purchases, shall become immediately due and payable upon the Card's cancellation or Account closure. The Cardholder shall bear all costs and expenses incurred by the Bank in collecting these amounts, in addition to any accrued fees or charges, and shall be obligated to indemnify the Bank without delay.

## **6. Protection**

- 6-1 In the event of loss, theft, damage, or unauthorized use of the Card by a third party, the Cardholder must immediately notify the Bank through the Bank's digital channels or by contacting the Bank using the contact information specified in Clause 11-15 of

these terms. The Cardholder shall be responsible for any Transactions made on the Card prior to the Bank's receipt of such notice and shall be relieved of this responsibility after formally notifying the Bank, with an official acknowledgment containing a reference number for tracking the report.

- 6-2 The Cardholder shall be responsible for protecting the Card's information and PIN, ensuring they are not disclosed to any other party, maintaining their confidentiality and security, restricting access to the Card by others, activating SMS alert services on the mobile number registered with the Bank, and notifying the Bank of any updates pertaining to the Cardholder.

## **7. 8. Card Limit and Payment Transactions**

- 7-1 The mechanism for determining the Credit Limit shall be at the Bank's discretion, taking into account the Customer's net monthly income, obligations, deposits with the Bank, and any other data supporting the determination process. The Credit Limit shall be disclosed through the Bank's application, accompanying Card documents, in addition to the provided Account Statement.
- 7-2 The payment limit for the Card is linked to the Credit Limit granted by the Bank, and the Customer must adhere to this limit at all times. The Customer is not permitted to exceed the allocated Credit Limit.
- 7-3 The Bank may set a daily maximum for Cash Withdrawals, including ATM withdrawals, cash transfers from the Card Account to the current account, or loading funds into Electronic Wallets, which may be five thousand (5,000) SAR or more, provided that it does not exceed 30% of the Cardholder's Credit Limit.
- 7-4 The Credit Limit is subject to change from time to time at the request of the Primary Cardholder and at the sole discretion of the Bank. The Primary Cardholder may at all times check their available balance by logging into the Bank's digital channels. In addition, the Bank has the right to reduce the Credit Limit at any time, with prior notice to the Customer through the Bank's digital channels.
- 7-5 In the event of exceeding the Credit Limit, the Transaction may be declined or approved at the Bank's discretion. The Cardholder shall be responsible for any excess amounts. In some cases, additional fees or indirect Transactions (such as deferred or manual transactions) may cause the limit to be exceeded, and the Cardholder is responsible for monitoring and covering any excess amounts. The Bank also reserves the right to debit or reverse any amounts credited to the Card

Account resulting from enrichment without cause.

- 7-6 The Cardholder may deposit additional amounts above the Credit Limit; however, no benefits or rewards program privileges linked to the Card shall apply to Transactions exceeding the Credit Limit resulting from any such additional deposits.
- 7-7 Upon completion of any Transaction using the Card, the Bank shall collect the amounts through automatic debit from the Account for each Transaction.
- 7-8 If, for any reason, the available balance in the Customer’s Account is insufficient to cover the full Card Fees, the Bank shall not process any payment, Cash Withdrawal from ATMs, transfer to the current account, or funding/top-up of any Electronic-Wallet.
- 7-9 The Bank may, at any time and at its sole discretion, without prejudice to applicable laws and regulations, refuse to authorize a Transaction from the Cardholder to a merchant, for Cash Withdrawal from ATMs, a transfer to a current account, or Electronic Wallet funding/top-up, and/or restrict or defer the Customer’s ability to use the Card, and/or suspend or cancel the Card.

**8. Fees and Commissions**

- 8-1 By accepting this Agreement, the Cardholder agrees to the application of the following prices, fees, and charges (excluding Value Added Tax) to the Card:

Type of Fee	Fee in SAR	
Annual membership fees	Visa Infinite Privilege SAR 10,000	Visa Infinite SAR 1,000
	Visa Signature SAR 750	Visa Platinum SAR 500
International transaction fees	2% of the transaction amount	
Local transaction fees via point-of-sale terminals or online purchases:	Free	
Credit Card reissuance fee (lost, damaged, or PIN error)	15 SAR	

Cash withdrawal or transfer fees to current account	3% of the transaction value, up to a maximum of SAR 75.	
Electronic Wallet funding/top-up fee	Free	
Balance inquiry fees	1.5 SAR	
Dispute fee for transactions and Account Statements in case the dispute is found to be invalid.	25 SAR	
Supplementary Card fees	Visa Infinite Privilege SAR 500	Visa Infinite SAR 500
	Visa Signature SAR 300	Visa Platinum SAR 200

Profit Margin 2.75%

8-2 An annual membership fee shall be applied upon the Card's initial issuance and thereafter upon each annual renewal. The Bank is entitled to debit the financial obligations arising from the renewal.

8-3 Fees vary depending on the type of Card, taking into account any Customer segment considerations and any upgrades or downgrades applied to the Card.

**9. 10. Disputed Transactions**

9-1 The Cardholder shall not be held responsible for any unauthorized Transactions conducted using the Card after notifying the Bank, provided that the following conditions are met:

a) If the Cardholder notifies the Bank immediately and without delay; and

b) If the Cardholder exercises due care and precautionary measures to protect the Card from loss, theft, or unauthorized use.

9-2 If the Cardholder reports any unauthorized Fees and charges applied to the Card, the Bank shall conduct the necessary investigations to determine responsibilities and obligations. The Cardholder must provide the information and documents necessary to assist in the investigation as requested by the Bank. The Bank shall provide the Customer with a reference number or Transaction number at the time of reporting any fraudulent transactions, card loss, theft, or unauthorized use. The burden of proof rests with the

Cardholder to raise any dispute. If the dispute is verified, the Bank shall refund the disputed amounts to the Card Account.

- 9-3 Upon receiving a report of any fraudulent Transactions or the loss or theft of any Card, the Bank shall block the Card. The Cardholder shall bear no further liability thereafter, provided that they have acted in good faith and exercised reasonable care to protect the Card, unless the Bank establishes that the Customer acted in bad faith. In the event the Cardholder recovers the Card, they must notify the Bank and the police and immediately surrender the recovered Card to the Bank for destruction. The Cardholder is prohibited from attempting to use any Card reported lost or stolen.
  
- 9-4 The provisions on authorization and indemnity set forth in this clause shall remain in full force and effect unless and until the Bank receives a termination notice from the Customer, allowing the Bank a reasonable time to act upon it in accordance with the terms of this Agreement. Such termination shall not release the Customer from any obligations under this authorization and indemnity with respect to actions taken prior to the end of this period.
  
- 9-5 The Bank shall not be liable for any loss or damage arising directly or indirectly from any defect or malfunction of the Card resulting from the Cardholder’s misuse, insufficient funds, or any other reason, whether within or beyond the Bank’s control, except where such loss or damage is caused by the Bank’s direct and actual negligence.

**10. 11. Account Statement and Payments**

- 10-1 A monthly profit rate shall be applied to any unpaid balance, which the Cardholder is required to pay. To avoid the monthly profit, the full balance must be paid on or before the Due Date specified in the Account Statement. 11.1. If the Cardholder chooses not to pay the full balance, they must pay the minimum amount indicated in the Account Statement, as detailed in Clause 10-2 below.
  
- 10-2 11.2 The minimum payment is 5% of the balance or SAR 100, whichever is higher. And shall be as follows:

<b>Example (1):</b>	
<b>Value</b>	<b>Item Name</b>
10,000	Amount Due
500 SAR	Minimum Percentage (5%)

SAR 500 < SAR 100	Comparison with the fixed minimum (SAR 100)
500 SR	Minimum Payment Due

<b>Example (2):</b>	
<b>Value</b>	<b>Item Name</b>
1,500 SAR	Amount Due
75 SAR	Minimum Percentage (5%)
SAR 75 < SAR 100	Comparison with the fixed minimum (SAR 100)
100 SAR	Minimum Payment Due

- 10-3 If the Customer does not deposit the amounts used on the Card Account by the Due Date, the Bank is entitled to debit the minimum payment, as specified in Clause 10-2 of this section, from the Customer's current account and deposit it into the Card Account.
- 10-4 The Account Statement is issued monthly, detailing all Transactions and Fees, and is sent electronically or by any means determined by the Bank, at least 25 Days before the Due Date. The Customer may also view a summary of Transactions and the Account Statement through the Bank's digital channels.
- 10-5 The Cardholder may request a printed copy to be sent to their address, and the Bank shall not be responsible for any postal delays or non-receipt of the Account Statement.
- 10-6 The Account Statement shall be issued on the first (1st) Day of each Gregorian month, and the Bank reserves the right to modify this date. The Cardholder shall have a grace period of 25 Days for payment.
- 10-7 The Account Statement shall be deemed accurate and binding unless the Cardholder submits a dispute within 30 Days from the date of issuance. The Cardholder must notify the Bank of any dispute through the Bank's digital channels or by contacting the Bank using the contact information specified in Clause 11-15.
- 10-8 If the full balance is not paid, a profit commission shall be applied to the remaining balance according to the annual rate, calculated daily from the date of the Transaction until payment is made, and shall be as follows:

DETAILS	DESCRIPTION
1- JAN- 2025	Statement Date
5000 SAR	Opening balance is:
250 SAR	Minimum payment is:
25- JAN- 2025	Due payment date:
4750 SAR	Outstanding Balance:
30 Days	Profit Calculation Period
33%	Annual Percentage Rate (APR)
$30 * (360 / \%33) * 4750$	Calculation Method
130.63	Profit Due

10-9 The Customer shall be considered delinquent if payment is not made for more than three consecutive months, and the following shall apply:

- Account blocking and notifying the relevant credit reporting agencies in accordance with applicable regulations.
- Customer Communication and Advisory Services
- Attempted Settlement Before Taking Legal Action
- The Bank may appoint a third party for collection after one month from the end of the grace period.

10-10 All Transactions shall be conducted in Saudi Riyals. Foreign currency Transactions shall be converted to Riyals at the Bank's prevailing exchange rate on the Transaction date, with applicable international Transaction Fees as specified in this Agreement. The Cardholder shall bear any differences resulting from fluctuations in exchange rates between currencies.

## 11. GENERAL PROVISIONS

11-1 Without prejudice to the Cardholder's accrued rights under this Agreement during the Card's validity period, the Bank reserves the absolute right to amend or modify the terms and conditions of the Agreement. Such amendments shall take effect thirty (30) Days after notifying the Cardholder via SMS. The Cardholder may terminate this Agreement if they do not agree with any amendment or modification by notifying the Bank of their intention to

terminate within fourteen (14) Days from the date of receiving the notice through any available means. Accordingly, the Bank shall refund the annual Card fee after deducting the fee for the period during which the Card was used. The Customer's use of the Card after the effective date of any amendments to this Agreement shall be deemed unconditional acceptance of those amendments by the Cardholder, and they shall not be entitled to claim a refund of the annual fee or any portion thereof.

- 11-2 The Cardholder undertakes not to use the primary Card or Supplementary Card, directly or indirectly, for any unlawful Transactions, prohibited purposes, or illegal activities, including the purchase of goods or services prohibited under Shariah guidelines or the applicable laws and regulations of the Kingdom of Saudi Arabia or the country where the Transaction takes place. In the event the Card is used for any of the aforementioned purposes, the Bank shall have the right to cancel the Card and any Supplementary Cards, and the Cardholder shall be required to immediately settle all outstanding amounts.
- 11-3 In the event the Cardholder fails to pay the amounts due or fulfill their obligations, the Bank shall have the right to take legal action before the courts, judicial committees, or competent authorities within the Kingdom of Saudi Arabia or abroad.
- 11-4 The Bank reserves the right to cancel any product or service provided to the Cardholder without prior notice if the Cardholder fails to comply with the terms and conditions. This decision shall be subject to the Bank's sole discretion.
- 11-5 The Cardholder shall bear sole responsibility for defending, indemnifying, and protecting the Bank, its subsidiaries, employees, agents, and directors from any claims, losses, damages, costs, or expenses (including attorney's fees) arising from their violation of these terms and conditions or from using the Card in an unlawful manner.
- 11-6 The Bank may, at any time, request any documents and/or information from the Customer that it deems necessary to enforce these terms, and the Customer agrees to provide the Bank with such documents and information promptly upon request.
- 11-7 The Customer authorizes the Bank to share Card and Account information with the Saudi Central Bank, other banks, and any relevant parties, provided that such disclosure does not conflict with the regulations and instructions issued by the Saudi Central Bank, the Personal Data Protection Law and its executive regulations in the Kingdom of Saudi Arabia, or other applicable laws.
- 11-8 The Customer authorizes the Bank to assign any of its rights, in whole or in part, to any third

party at any time without the need to notify or obtain the Cardholder's consent, or to subcontract part or all of the services provided to the Cardholder under these terms to any external party, whether operating within the Kingdom of Saudi Arabia or abroad. The Bank shall remain responsible to the Customer for any direct, recoverable loss or damage resulting from such delegation and shall maintain the confidentiality of any information to the same extent that it protects the confidentiality of similar information.

- 11-9 The Cardholder agrees that the Bank may record all Card-related information, including the Credit Limit and due amount, and update such information with SIMAH or any licensed credit information company within the Kingdom of Saudi Arabia. Moreover, the Cardholder also agrees that the Bank may obtain the information required for Card's issuance and the provision of requested services from SIMAH or any licensed credit information company within the Kingdom of Saudi Arabia. The Cardholder acknowledges and understands that in the event of payment default, this will negatively impact their credit record, which may hinder their ability to obtain future financing from other licensed financial institutions.
- 11-10 The Bank shall not be responsible for any merchant or institution's refusal to accept the Card, nor shall it in any way be liable for the goods or services provided to the Customer. The Customer must resolve any such disputes directly with the merchant or institution, as the Bank shall bear no responsibility in this regard. The Customer may not use any claim against a merchant or institution to take legal action against the Bank.
- 11-11 If any provision of these terms is found to be invalid or unenforceable, this shall not affect the remaining provisions. The invalid provision shall be replaced with a lawful provision that reflects the intent of the parties as closely as possible, and all other terms and conditions shall remain in full force and effect.
- 11-12 The Customer must notify the Bank, using the contact information specified in Clause 11-15 of these terms, as soon as possible of any changes to their address and/or office phone number and/or home phone number and/or mobile phone number.
- 11-13 The Customer must authorize the Bank to rely on and act upon any notice, instruction, request, or other communication received from time to time, whether via telephone or any other means, from the Customer or on their behalf ("**Instructions**"), without any inquiry by the Bank. This includes, without limiting the generality of the foregoing, matters relating to the authority or identity of the person providing the Instructions, taking into account the circumstances prevailing at the time the Instructions are received.
- 11-14 The Bank shall have the right to treat the Instructions as if they constitute full and binding

authorization from the Customer and may take any actions it deems appropriate in connection with or based on the Instructions. This applies whether the Instructions involve payment, debit, or calculation of any amounts, the disbursement of any funds, guarantees, or documents, or require the Customer to undertake any Transaction or arrangement of any type, regardless of the nature of the transaction, arrangement, or financial amount involved.

- 11-15 The Customer shall contact the Bank's customer experience team at 8001180008 (toll-free within the Kingdom of Saudi Arabia) or +966 920011444 (from inside or outside the Kingdom of Saudi Arabia), or through the Bank's digital channels provided from time to time, in case of any inquiries, disputes, or complaints regarding the Card.
- 11-16 The Agreement has been prepared in both Arabic and English. In the event of any discrepancy between the two versions, the Arabic text shall prevail and shall be considered the original.

## **Part (2)**

### **Provisions for Enabling Card Use on Third-Party Payment Platforms**

#### **1. Introduction**

- 1-1 1.1 These terms outlined for enabling the Card's use on third-party payment platforms ("**Terms of Use**") shall be applicable and in force when the Customer uses the Card for payments made through third-party payment platforms and technologies.
- 1-2 1.2 For the purposes of these Terms of Use, the following definitions shall apply:
- 1-2-1 "**Devices**" means a mobile phone, tablet, smartwatch or other device that is compatible with a Third Party Platform (as defined below) and that the Bank determines is eligible to register the Card for use through such Third Party Platforms;
- 1-2-2 "**Passcode**" means the secret code required to unlock the Device and/or access the Third Party Platform on the Device; and
- 1-2-3 "**Third Party Platform**" means any online or mobile payment system and/or

Electronic Wallet service created by a third party that enables the Cardholder to add Card credentials to make payments for purchases at merchants' and payment acceptance gateways that accept payment through such platforms.

- 1-3 In exchange for being provided with access to the third-party platform, the Cardholder agrees to be bound by these Terms of Use. The Cardholder must also agree to these Terms of Use for use of the relevant third-party platform through the Bank's application. By accepting these Terms of Use, along with the terms of any other relevant agreements or as notified to him through the Bank's digital channels, the Cardholder confirms that they have reviewed these Terms of Use, which constitute a binding legal Agreement concluded and entered into by and between the Cardholder and the Bank, and that they understand and agree thereon.
- 1-4 These Terms of Use shall be applicable in addition to the provisions of the relevant Agreements and the provisions set forth in Part (1) hereof.

## **2. Using a third-party platform and the security aspect thereof**

- 2-1 2.1 The Cardholder shall be solely responsible for maintaining the security of the Device and the confidentiality of the following:
- 2-1-1 Device lock, PIN, passcode and other means of access are required to access the Third Party Platform;
  - 2-1-2 Card credentials; and
  - 2-1-3 Any other personal or payment information recorded on or belonging to the Device.
- 2-2 Upon exchanging the Device and/or its access means with any other person, that person may be able to use the Card and access the personal and payment information available on the Third-Party Platform. Therefore, the Cardholder is required to maintain the security of the Device, passcode, and credentials in the same secure manner that he would follow with cash, cheques, and other personal identification numbers and passwords.
- 2-3 The Third-Party Platform provides the Customer with another method for purchasing goods with the Card, and the terms of the relevant agreements and the terms set forth in Part (1) shall remain the same when the Card is linked to a Third-Party Platform.
- 2-4 Any fees and commissions applicable to the Card shall apply when the Customer uses the Card through the Third-Party Platform. The Third-Party Platform provider and other third

parties, such as data service providers, may impose additional fees on the Customer as determined by those third parties; noting that the Bank shall not bear any responsibility for those fees imposed thereby.

- 2-5 The Customer may link the Card to a Third-Party Platform by following the instructions provided by the platform provider. The Customer may only use a Card that the Bank indicates to the Customer is eligible for use on the Third-Party Platform. When the Customer adds the Card to a Third-Party Platform, the platform will allow the Customer to use the Card to conduct Transactions for goods and/or services where the Third-Party Platform is accepted as a payment method. The Customer must contact the Bank if the Customer is desirous to remove the Card from the Third-Party Platform. The Bank may also prohibit the use of the Card through the Third-Party Platform at any time. The Customer shall hereby agree and undertake to contact only the Bank in the event of any problem arisen, and not to contact any Third-Party Platform unless the Bank instructs the Customer to do otherwise in writing.
- 2-6 In the event that the Device is compromised, the Customer will be solely responsible for all fees, costs, losses, and damages of any kind arising in any way from such compromise. Then, the Customer must immediately notify the Bank if the passcode is compromised or if it is disclosed to any other person or entity. Moreover, the Customer must request the Bank to block the Card due to such disclosure or compromise.
- 2-7 In the event of fraud, loss, or theft of the Device, the Customer is obligated to notify the Bank immediately, and the Bank will suspend the Card. The Bank reserves the right to refuse to authorize any transaction if it suspects a violation of the Terms of Use or if there is fraudulent or illegal activity practiced with respect to the Card.
- 2-8 The Bank may, based on the Customer's consent, retain records of the Customer's activity practiced on the Third-Party Platform, including the most recent Transaction data. The Bank may periodically collect and use technical data and related information (which does not reveal the Customer's identity) resulting from the Customer's use of the Third-Party Platform, including, but not limited to, technical information about the Customer's Device. The Bank may use this information to develop its products or to provide services or technologies. The Bank may provide Customer's data to third parties that perform services on the Bank's behalf, and such third parties may then contact the Customer on the Bank's behalf to maintain the Customer's Account.
- 2-9 The Customer shall hereby acknowledge, by registering, adding, and using the Card on the Third-Party Platform, that certain Card information stored on the Customer's Device may be transferred to the Third-Party Platform provider and/or a third-party system working with

the Third-Party Platform provider for platform-related purposes. The Customer shall also acknowledge that such information may be used by the Third-Party Platform provider and/or the third-party working with such provider. The Bank assumes no responsibility and has no control over the privacy and security of personal data and the security of information provided by the Customer to the Third-Party Platform provider, which is governed by the Bank's Privacy Policy and any Agreement entered into and concluded with the Third-Party Platform provider.

### **3. Card Use**

- 3-1 The Customer is not authorized to use the Card for virtual payment except in accordance with these Terms of Use. The Bank reserves all rights not expressly granted to the Customer.
- 3-2 The Customer shall be hereby granted a personal, limited, non-exclusive, non-sublicensable, non-transferable license to install and use security tokens and other Card-related credentials to make payments with the Device on the Third-Party Platform, provided that this is done in accordance with these Terms of Use. Use of the license shall be limited to any Device owned or controlled by the Customer and as permitted in any applicable third-party agreements.
- 3-3 The Customer shall not rent, lend, sell, redistribute or sublicense any right to use any Card credentials on the Third-Party Platform.
- 3-4 The Cardholder may use it online through the "Verified by Visa" service. If requested by the website, a one-time password (OTP) and/or security code shall be sent to the registered mobile number.

### **4. Third-Party Terms**

- 4-1 The Customer's use of a Third-Party Platform shall be subject to the terms and conditions imposed by the third party, and the Bank will not bear any responsibility or liability towards the Customer arising under the agreement the Customer enters into and concludes with such third party. The Customer is deemed responsible for reading and understanding any third-party agreements before adding, linking, or using the Card through the Third-Party Platform.

### **5. Legal Liability**

- 5-1 Except for liability that cannot be excluded under the laws of the Kingdom of Saudi Arabia, the Bank shall not bear any liability for any loss incurred by the Customer as a result of their use

of a Third-Party Platform unless such loss is a direct result of gross negligence and/or intentional misconduct on the part of the Bank.

- 5-2 The Bank is not the provider of the Third-Party Platform and is not responsible for providing the platform service to the Customer. The Bank's responsibility is, therefore, limited to providing information in a secure manner to the entity responsible for the Third-Party Platform; allowing the Card to be used on the Third-Party Platform.
- 5-3 The Bank shall not be liable for the failure or malfunction of the Third-Party Platform or the inability to use it for any Transaction. In addition, the Bank shall not be liable for the performance or failure of the platform provider or any other third parties to perform their obligations stipulated under any agreement concluded by the Customer with the platform provider or any other third parties.
- 5-4 The Bank is not responsible for the use of any third-party Devices and does not provide any support or assistance for the use of third-party Devices, software, or other external products or services. If any problems arise or the Customer has any inquiries about a third-party product or service, including problems related to the operation of the Device, please contact the relevant third-party in accordance with its procedures to obtain support and assistance.

## **6. 6. Modification and Termination of the Terms of Use**

- 6-1 The Bank has the right to suspend or terminate the Customer's use of the Card on the Third-Party Platform with immediate effect if the Customer breaches these Terms of Use or the provisions stipulated in Part (1), in which case the Bank must notify the Customer thereof.
- 6-2 The Bank shall be entitled to suspend or terminate the Customer's use of the Card on the Third-Party Platform under the following circumstances and will provide the Customer with notice indicating so whenever reasonably possible:
  - 6-2-1 as a result of any act or omission of the Third Party Platform provider including the discontinuation of the Third Party Platform, breach of Cardholder data or other security breaches committed regarding so; and
  - 6-2-2 suspension or termination to comply with the regulations whereby the Bank is subject to or applicable orders issued by the relevant regulatory authorities (including the Saudi Central Bank).

6-3 The Customer shall not be entitled to amend these Terms of Use. The Customer may terminate the linkage of the Card to the Third-Party Platform at any time by removing or unlinking the Card from the relevant platform. The Bank's customer experience team may support the Customer in this regard as needed.

**Part (3)**  
**Cashback Program Provisions**

The terms structured for the cashback programs shall be applicable to the Customer's use of the Card, as the program allows Cardholders to obtain Cashback amounts when they implement eligible purchases.

**1- Definitions:**

The following words and phrases, wherever they appear in these provisions, shall have the meanings respectively indicated below unless the context requires otherwise:

**"Cashback"**: The amount added to the Card based on Eligible Transactions after having such Transactions settled.

**"Eligible Transaction(s)"**: means Transactions made by the Customer using the Card; qualifying the Customer for Cashback. This includes retail purchases via points of sale (POS) or the internet, and excludes the ineligible Transactions listed below.

**2- Special provisions for Cashback**

2-1 Cashback categories shall be determined based on international merchant classifications (MCC) in accordance with Visa's rules.

2-2 Cardholders are entitled to receive Cashback according to the following categories:

	Visa Platinum	Visa Signature	Visa Infinite	Visa Infinite Privilege
Cashback Category	Cashback Percentage			
Local Spend	1%	1.25%	1.5%	2%
International Spend	0.5%	1.5%	2%	2%
Hotels & Airlines (international spend only)	Not Applicable	10% Capped at SAR 200	10% Capped at SAR 250	Not Applicable
Dining (international spend only)		5% Capped at SAR 200	5% Capped at SAR 250	
Duty Free (international spend only)		3% Capped at SAR 200	3% Capped at SAR 250	

\*Illustrative Example of the Cashback Program:

Category	Amount	Cashback	"Cashback":	Maximum Cashback Limit
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	Spent	Rate		
Hotels & Airlines (international spend only)	SAR 3,000	10%	SAR 200	SAR 200
Dining (international spend only)	SAR 1,000	5%	SAR 50	SAR 200
Duty Free (international spend only)	SAR 500	3%	SAR 15	SAR 200
International Spend	SAR 1,000	%1.5	SAR 15	No maximum cap

- 2-3 Eligible categories are determined based on the MCC code provided by the merchant's bank, and the Bank shall not be held responsible for the merchant's classification.
- 2-4 Eligible Transactions include those made using a Supplementary Card and are counted as part of the primary Card's Transactions.
- 2-5 Cashback will only be earned on 20% of the local spend on the following merchants: Variety Stores, Miscellaneous General Merchandise, Fast Food Restaurants, Transportation Services (Not Elsewhere Classified), Miscellaneous Food Stores, Candy, Nut and Confectionery Stores, Women's Ready-To-Wear Stores, Family Clothing Stores, Gift Card Novelty & Souvenir Shops, Automobile Rental, Grocery Stores and Supermarkets, Eating Places and Restaurants, Cosmetic Stores, Taxicabs and Limousines .
- 2-6 Cashback Eligible Transactions do not include credit card fees, Transactions reversed by merchants, Cash Withdrawals via ATMs, transfers to the current account, Electronic Wallet funding/top-ups, profit rates, donations, government fees, payments through SADAD, fraudulent or unauthorized Transactions, or any other fees on credit cards.
- 2-7 Cashback shall not be eligible for the following local spend categories: Transport (Local Commuter Transport, Passenger Railways, Bus Lines), Charity, Auto dealership, Utility, Government, Direct Marketing and Insurance, Education, Telco, Service Stations and Automated Fuel Dispensers, Court Costs, Bail and Bond Payments, Non-Financial Institutions – Stored Value, Parking Lots, Meters, Garages.
- 2-8 Cashback will not be granted on Card's Transactions that the Customer cancels or returns for a refund.
- 2-9 Cashback shall not be granted for Transactions that exceed the Credit Limit, such as additional amounts deposited by the Customer to increase the Credit Limit.
- 2-10 The Bank may, at its sole discretion, change the method of obtaining Cashback for Eligible Transactions from time to time.
- 2-11 The Bank reserves the right not to add or to cancel any Cashback on the Card if the Customer misuses their credit card.

**3- 3. Third-Party Cashback Program Terms (Visa)**

3-1 The Customer acknowledges that if they are eligible to earn Cashback, they may be subject to the terms and conditions of the program partner (Visa) that apply between the Customer and the program partner (Visa).

3-2 The Bank may provide benefits and services through Visa on a best-efforts basis, and such services may be subject to specific terms set by Visa. The Bank shall not be responsible for the quality or availability of these services. The Cardholder shall bear full responsibility for any third-party service they request.

**Annual Percentage Rate (APR)**

Visa Infinite Privilege	Visa Infinite	Visa Signature	Platinum Visa	<b>Supplementary Card Fees</b>
SAR 100,000	SAR 50,000	SAR 25,000	SAR 10,000	<b>Credit Limit Example</b>
52.52%	37.49%	39.40%	38.44%	<b>Annual Percentage Rate (APR)</b>

**Illustrative Example for Calculating Deferred Cost**

The example below considers a credit card with a limit of SAR 30,000.

Month 1:

A purchase of SAR 12,000 was made on January 12, and the Account Statement was issued on February 1, with a Due Date of February 25. Only the minimum payment (5%) was made, and the remaining balance was carried forward with a profit margin of 2.75%, which appears on the March Account Statement.

Month 2:

An additional purchase of SAR 6,000 was made on February 15, and the Account Statement was issued on March 1, with a Due Date of March 26. Only the minimum payment was made, and the remaining balance was carried forward with a profit margin of 2.75%, which appears on the June Account Statement.

Month 3:

A purchase of SAR 10,000 was made on March 10, and the Account Statement was issued on April 1, with a Due Date of April 25. Only the minimum payment was made, and the remaining balance was carried forward with a profit margin of 2.75%, which appears on the July Account Statement.

Total Amount Due on Account Statement	Profit Margin (2.75%)	Carried Forward Amount for Next Month	Amount Paid on Due Date	Transaction Amount	Month
SAR 12,313.5	SAR 313.5	SAR 11,600	SAR 500	SAR 12,000	Month 1:
SAR 19,088.9	SAR 488.9	SAR 17,777.5	SAR 822.5	SAR 6,000	Month 2:
SAR 29,358.1	SAR 751.1	SAR 27,276.7	SAR 1330.3	SAR 10,000	Month 3:

**Illustrative Example for International Transactions**

Amount Due	Foreign Currency Conversion Fees plus VAT	Amount (SAR)	Exchange Rate	Transaction Amount
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SAR 383.625	SAR 8.625	SAR 375	SAR 3.75	100 US Dollar
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\* **Note:** This disclosure and the illustrative examples do not replace reading the full contents of the agreement and do not exempt the cardholder from the obligations contained therein.