

CREDIT CARD TERMS AND CONDITIONS

مصرف السلام
Al Salam Bank



Bahrain البحرين

IMPORTANT

Please read the terms and conditions carefully before applying for Al Salam Bank- Bahrain ("Al Salam Bank or the Bank") Credit Card. By applying for Al Salam Bank Credit Card, you will agree to the Terms and Conditions set out hereunder and acknowledge for having read and understood them by affixing your signature on the back of the Card before using the Card. Your signature or signature of authorized user on the Card and / or use of the Card by you or your authorized user constitutes full agreement to comply with the Terms and Conditions set out hereunder:

1 DEFINITIONS

- 1.1 **BANK** - 'Bank' refers to Al Salam Bank-Bahrain
- 1.2 **ACCOUNT** - Your credit card account maintained by the Bank under the Terms and Conditions set out hereunder.
- 1.3 **CARD** - Al Salam Bank Credit Card, either Visa or MasterCard
- 1.4 **Supplementary CARD** - Al Salam Bank Visa / MasterCard Credit Card issued to other person/s, at your request on your account.
- 1.5 **CHARGE** - Any transaction made or charged with the Card / Supplementary Card, whether the charge form is signed or not or authorized through PIN which includes applicable taxes, fees and other amounts debited to your account and resulting from the transaction.
- 1.6 **CREDIT LIMIT** - The limit up to which you are authorized to utilize the Card for purchases. This limit will be informed to you upon approval of the Card.
- 1.7 **MERCHANT** - Any merchant establishment / business organization / service provider of any constitution, which accepts the Card in payment of goods and / or services.
- 1.8 **MINIMUM PAYMENT** - Minimum amount due for payment every month. Minimum payment due is 5% of the bill amount with a minimum of BHD 10.00.
- 1.9 **TERMS & CONDITIONS** - The Terms and Conditions set out herein, as modified from time to time, which govern the issue and use of the Card and Charge.
- 1.10 **WE / OUR / US** - refers to Al Salam Bank-Bahrain.
- 1.11 **YOU / YOUR** - refers to the person/s to whom Card is issued and shall include both primary and Supplementary card holder/s or persons otherwise authorized to use the Card.

2 CARD USAGE

- 2.1 You must sign the Card issued to you in ink at the place provided on the back of the Card.
- 2.2 You may use the card only up to the expiry date shown on the face of the Card.
- 2.3 You may request for issue of a Supplementary Card to any person you nominate, subject to he / she being eligible for issue of a Card. You shall ensure that the Supplementary card holder signs the Card on receipt and before put to use.
- 2.4 You must ensure that the Supplementary card holder uses the Supplementary card accordingly to these terms. You shall be responsible use of Card by the Supplementary card holder on your account and own up responsibility for his / her actions which may be in breach of these Terms.
- 2.5 Do not give your Card or account number to others or allow others to use your Card as you will be liable for any and all charges charged to the Card by such others.
- 2.6 You shall not purchase goods using the Card for the purpose of resale. You do not sell or return the goods purchased through the Card to get its value cash. Without prejudice to the foregoing, you shall be entitled to return the goods purchased through the Card, and upon request by Merchant Establishment, we shall re-credit the value to your Card account.
- 2.7 These terms and conditions shall apply to any replacement Card or renewal Card issued.
- 2.8 At any time, if you desire to cancel your Card or any Supplementary Card, you are required to return the Card to us.
- 2.9 The Cards shall not be used for any unlawful or non-sharia compliant purposes including casino, cinema, pubs, gambling, purchase of alcoholic drinks or any intoxicating or mind-altering materials or drugs, ammunition, acquisition of unethical, immoral or indecent services, or purchase of non-sharia compliant insurance services.
- 2.10 The Bank reserves the right, at any time and without prior notice, to add, modify or suspend any of the services provided to your Credit Card.

3 FEE AND CHARGES

- 3.1 The Card is issued and renewed free of charge.
- 3.2 Service charges relating to Credit Cards are announced on the Bank's Online Schedule and fees and / or published and/or distributed at the Bank's Branches.
- 3.3 Following services charges are payable as and when due as per schedule of service charges of the Bank:
 - a) Replacement card charge
 - b) Duplicate statement charge
 - c) Cheque return charge - Return of cheque deposited towards payment of Card dues.
 - d) Monthly Service Fee
 - e) Any other charge

4 CREDIT LIMIT

- 4.1 You must keep the Card usage within the credit limit approved by the Bank. The credit limit is a combined limit for primary and supplementary Cards together and the total dues on all Cards together must not exceed your credit limit.
- 4.2 Your total and available credit limit is reflected in your monthly statement of account.
- 4.3 If the Card usage exceeds the approved credit limit, such excess amount becomes payable immediately and you must immediately deposit such excess amount into your account.
- 4.4 Should you need a temporary excess over the approved limit, you may approach the Bank for approval of such temporary limit increase. The Bank may approve such temporary increase at its own discretion. Any temporary limit increase allowed becomes due for payment. Approval of temporary excess is done with charge as per Bank's announced fees from time to time.
- 4.5 If you fail to settle the minimum payment amount on or before the due date, the Bank reserves the right to revise your limit downwards and / or terminate this agreement in terms of clause No. 15 below.

5 PERSONAL IDENTIFICATION NUMBER (PIN)

- 5.1 Bank provides you and the Supplementary card holder with a Personal Identification Number (PIN) for use of the Card and you agree to comply with the provisions contained in clause No. 10 and 11 below in protecting the PINs.
- 5.2 The Cards are not intended for withdrawal of cash from ATMs. However, should you choose to use the Card for cash advances, an additional service as per schedule of the Bank's announced fees from time to time.
- 5.3 Any cash withdrawn using the Card becomes payable in full on the next billing date and is added to the minimum payment due.
- 5.4 Some limitations on ATM cash advances may apply, such as limitations on Dollar amount, number or currency denominations.

6 INTERNATIONAL TRANSACTION INVOLVING FOREIGN CURRENCY

- 6.1 If you use your card inside or outside Bahrain for purchase of goods in foreign currency or cash advance in foreign currency, such charge is converted to Bahraini Dinars at the foreign currency selling rate of the Bank on the date of processing at our end. Your usage of the card in foreign currency constitutes authority to the Bank to make payment of such foreign exchange transaction on your behalf.
- 6.2 Unless the applicable law requires a specific exchange to be applied, it is understood, agreed and accepted that the Bank will use exchange rates selected from customary industry sources. This exchange rate may be same, greater or less than the rate applied by the Merchant in the country in which the purchase or cash advance is made.
- 6.3 Pursuant to this clause, all transactions initiated inside or outside Bahrain are subject to charge of commission as applied by Benefit / Visa / MasterCard which is charged to your account.

7 LIABILITY

- 7.1 You are liable to pay all the amounts charged to your Card account.
- 7.2 The Supplementary card holder shall be jointly and severally liable with you for all charges on the Supplementary card.
- 7.3 If the Card / Supplementary card is lost, stolen or misused by some one with or without your permission, you will be liable for all the charges and losses to the Bank. However, if the loss is informed to the Bank and the Card / Supplementary card is not listed, you will not be liable for any subsequent misuse of the Card / Supplementary card.
- 7.4 The Bank shall not be responsible for the quality, quantity and performance of the goods/ services availed by you using the Card. You are not entitled to withhold payment of the charge because of any claim or dispute with the Merchant.
- 7.5 Bank shall not be responsible for refusal of any Merchant to accept the Card or any ATM that refuses to process a cash advance request.

8 AUTHORIZATIONS

- 8.1 Certain authorizations may be sought before accepted by a Merchant. The Bank reserves the rights to refuse to authorize any Charge, cash advance other transaction without cause or prior notice, notwithstanding that the Charge is within the approved Credit limit. The Bank shall not be liable to you or anyone else for any loss or damage resulting in such refusal.
- 8.2 The Bank further reserves the right to refuse to authorize certain transactions, which may include, but not limited to, transactions which would make the combined indebtedness under the Cards in excess of the approved Credit limit or transactions which are not Shari'a compliant such as gambling, ATM usage at casinos, purchasing alcoholic beverage or ammunition and any unlawful or non-sharia compliant purchases.

9 STATEMENTS AND PAYMENTS

- 9.1 The Bank endeavors to send you a statement of account once a month for each billing period during which there are transactions or a balance outstanding on your account.
- 9.2 The statement shall contain the details of all payments on primary and Supplementary card and the service fee payable by you.



- 9.3 You must make all the payments on or before the payment due date. You may choose to pay all or any part of the balance outstanding, provided however, that you agree to pay the Minimum Payment due as set out in your statement on or before due date.
- 9.4 Minimum payment may include any past due, cash advance charges of third parties, excess over the credit limit etc.
- 9.5 You agree that the transactions reflected in the statement of account are correct unless you notify us in writing within 15 days from the date of statement. In the absence of any notice on alleged errors within 15 days, the charges, as reflected in the statement, shall be conclusive and binding on you.
- 9.6 Even if an amount is in dispute, you agree to pay the Minimum Payment due less any portion attributable to any disputed amount.
- 10 PROTECTION OF CARD AND ACCOUNT INFORMATION**
- 10.1 You must
- Keep the Card and its details safely and do not allow access to anyone to use the card.
 - Memorize the PIN and other security information and keep them secret at all times.
 - Not write down or record the PIN on the Cards or anything usually kept with it.
 - Memorize the PIN and destroy the PIN mailer.
 - You must reveal the Card number only to make a transaction, to report the loss or theft of the Cards.
- 11 LOSS / THEFT OF THE CARD/PIN**
- 11.1 In case of loss / theft of the Card and if you envisage misuse of the card, immediately inform the Bank by calling the 24 hour call center for hot listing the card.
- 11.2 Card once hot listed cannot be activated, even if found later. If the card is found subsequently, destroy the Card by cutting in to pieces.
- 11.3 If the Card is stolen, you may choose to lodge a police complaint, at your discretion.
- 11.4 If you feel that your PIN has been compromised or if you have forgotten the PIN, you may request for PIN and card reissue by submitting an application at the Bank.
- 11.5 You will not be responsible if the Card is stolen/ lost and misused before you actually received the Card. However, you must inform the Bank as soon as you become aware of the fact. If some one uses the Card and got it either with your or Supplementary card holder's permission, you will be liable for all the transactions which take place, before you inform the Bank and request for hot listing. You shall be liable for any unauthorized use of the Card, and you and Supplementary card holder shall be jointly and severally liable for unauthorized use of supplementary Card, to the extent permitted by law.
- 12 MODIFICATIONS**
- 12.1 Any modifications to the Terms and Conditions shall be communicated to you at least 30 days before the implementation either through a letter or through a communication in the statement of account or any method deems appropriate to the Bank.
- 12.2 Any modifications made hereafter shall form an integral part of these Terms and Conditions.
- 13 RENEWAL OF CARD**
- 13.1 The Card and Supplementary Card are valid up to the last day of the month and year printed on the Card.
- 13.2 The renewal of the Card is subject to satisfactory past transactions and the Bank reserves the right to renew / enhance / reduce the Credit limit without assigning any reason.
- 13.3 If the Bank decides to renew the Card, the Card will be automatically renewed and the renewed Card is sent to you at least 15 days prior to the expiry date of the Card.
- 13.4 If you wish not to renew the Card or Supplementary Card, you must notify the Bank in writing. In such a case, you will ensure to clear off all the dues on the Card before the due date of the last statement.
- 14 TERMINATION**
- 14.1 All Cards are the property of Al Salam Bank-Bahrain. It must be returned to the Bank on demand. If it comes to the knowledge of the Bank that the Card is being misused, Bank may demand return of the Card and also suspend the Card. Bank may also advise the Merchant to confiscate the Card on behalf of the Bank.
- 14.2 The Agreement may be terminated at any time by either party by giving written notice of not less than 15 days. In such a case, you must return the Cards, cancel any standing instructions given for debit of charges to the Card account and settle all the dues on your Card account. Even after serving notice of termination, the Agreement shall continue till the account is settled in full.
- 14.3 In the event of termination, the Bank may issue a cheque for the credit card balance (if any) and mail it to your address.
- 14.4 You may suspend the Supplementary Card by giving written notification to the Bank. However, you remain liable for all charges charged to the Supplementary card until suspension or cancellation.
- 14.5 Bank may require you to pay the amounts you owe under this Agreement immediately if you break this Agreement regularly / seriously or any other reason. Bank shall follow the legal requirement where required.
- 15 DEFAULT**
- 15.1 You will be treated as in default if:
- you exceed the limit without approval and fail to adjust the excess
 - you fail to pay the Minimum Payment of due amount
 - bankruptcy / insolvency proceedings are initiated against you
 - information provided by you is found to be materially false
 - fail to comply with the herein mentioned Terms and Conditions
- 15.2 If you are in default, the Bank may, at its sole discretion:
- Declare all the amounts you owe, whether billed or not, to be immediately due and payable
 - Suspend your account
 - Cancel / hot list the Cards
 - Revoke any privileges associated with the Cards
- 15.3 Bank shall be entitled to claim any and all actual costs and expenses incurred due to the default, including legal costs and expenses associated with enforcing its rights under these terms including late payment charges for charity advised by the Bank's sharia Board after deducting actual expenses of the Bank.
- 15.4 In the event of default, you agree to destroy and / or return all Cards to the Bank or its agent upon demand.
- 16 INDEMNITY**
- 16.1 You agree to indemnify and hold the Bank harmless against all claims, demands, actions, proceedings which may be made against the Bank and in respect of any or all damages, liabilities, losses, costs and expenses (including legal costs on a full indemnity basis) which may be actually and directly incurred, sustained, suffered by the Bank, directly or indirectly, due to the use or misuse of Cards, negligence, misconduct or breach of these Terms on your part and / or any other act, thing or matter arising out of or in connection with this Agreement.
- 17 GENERAL**
- 17.1 If the Bank comes to know of, or suspect, or wish to prevent misuse of the Card or any Supplementary Card (which could include fraudulent or illegal activity or use of the Cards other than in accordance with these Terms), Bank may, without informing you
- Refuse to approve a transaction
 - Cancel or suspend your right or an additional Cardholder's right to use the Card or any Supplementary Card for any or all purposes; or
 - Refuse to replace any Card
 - This Agreement will continue even if the Bank takes any of the steps and the Bank shall not be responsible or incur liability for any loss or damage to you or an additional Cardholder may suffer as a result.
- 17.2 You grant us a security interest in all goods that you purchase through the use of the Card account and in all accessions to or proceeds of such goods, to the extent permitted by applicable law.
- 17.3 The Bank will not be liable to you for failures caused by any machine falling to work and industrial strike or other events that beyond our control.
- 17.4 You must inform the Bank, as early as possible, any change of your address or any Supplementary card holder's address.
- 17.5 Bank reserves the right to transfer to any other person any or all of its rights and duties under this Agreement at any time (including, without limitation, our duty to provide credit to you). We may do this with or without information to you. In any case, your rights under this Agreement and your legal rights will not be affected.
- 17.6 Your rights under this Agreement cannot be transferred by you, by operation of law or otherwise. Your obligations shall be binding upon your estate and personal representatives.
- 17.7 There may be other taxes and costs, which are not paid by the Bank through your Card account or charged by the Bank that may have to be paid by you in connection with this Agreement.
- 17.8 The Terms and Conditions of this Agreement and our dealings with you with a view to entering into this Agreement, are governed by Bahrain laws and subject to the exclusive jurisdiction of the Bahrain Courts. Notwithstanding the provisions of this clause 17.8, you and we recognize and agree that the principle of payment of interest / usury is repugnant to Shari'a and accordingly to the extent that Bahrain laws would but for the provision of this clause, impose whether any contract or statute an obligation to pay interest / usury or a sum in the nature of interest / usury, you and we hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover from the other interest / usury or sum in the nature of interest / usury.
- 17.9 In the event of any discrepancy in the Arabic and English texts of these Terms and Conditions, Arabic text will prevail.

