

# CARDMEMBER AGREEMENT

AMERICAN EXPRESS

## December 2023 - Version 1.6

Fatwa Reference No. for Credit Cards on Tawarruq Model: AMX-3486-68-03-08-23-CAM

Fatwa Reference No. for Charge Cards on Tawarruq Model: AMX-3487-69-04-08-23-CAM

Fatwa reference number for Equal Monthly Installments: AMX-20-01-01-11-22-CAM-#01



# CARDMEMBER AGREEMENT



## THE PARTIES TO THE AGREEMENT

The parties to the Agreement are American Express Saudi Arabia and the Cardmember whose name appears on the Card.

## 1. DEFINITIONS

Defined Term	Meaning
<b>Account</b>	Any account maintained by American Express Saudi Arabia in relation to Your Card.
<b>Alfursan Miles</b>	The miles awarded to You as a member of the frequent flyer program of SAUDIA Airlines for (i) travel on SAUDIA Airlines or any of Alfursan Program Partners; or (ii) using or purchasing qualifying services and products of non-airline Alfursan partners using Alfursan American Express Credit Card.
<b>Alfursan Terms &amp; Conditions</b>	The Terms & Conditions issued by SAUDIA Airlines and in force from time to time which govern Alfursan Miles program.
<b>Annual Fee</b>	A fixed annual fee charged against issuance and renewal of Cards. At a Cardmember's request, this fee can be paid in monthly instalments.
<b>Authenticated Communication</b>	Any instructions received by You through recorded, verifiable and retrievable medium, whether paper, electronic or oral.
<b>Card</b>	Your Credit Card or Charge Card from American Express Saudi Arabia.
<b>Card Anniversary Period</b>	From the date of enrollment for a period of one year.
<b>Cardmember's (Your) Tawarruq Transactions Agent Nomination Agreement</b>	The agreement entered into by You at the time of Account opening nominating the Tawarruq Transactions Agent to effect Tawarruq Transactions in respect of the Current Balance on the Card that is not paid in full by the Payment Due Date shown on the monthly Statement.
<b>Cardmember's (Your) Tawarruq Transactions Agent</b>	The agent nominated by You in the Cardmember's Tawarruq Transactions Agent Nomination Agreement to effect the Tawarruq Transactions in respect of the Current Balance on Your Charge Card or Credit Card that is not paid in full by the Payment Due Date shown on the monthly Statement.
<b>Cardmember</b>	You.
<b>Cash Withdrawals</b>	Any cash withdrawal made by the Cardmembers using the Card at any American Express Saudi Arabia or partner authorized automatic teller machine (ATM).
<b>Charge Card</b>	An Interest-Free, Sharia compliant Card that requires You to pay the Current Balance as shown on each Statement. Our Charge Cards include the American Express Green Card, the American Express Gold Card and the American Express Platinum Card.
<b>Charitable Organization</b>	Charity licensed and registered in the Kingdom of Saudi Arabia selected by Us and/or the Sharia Committee.



# CARDMEMBER AGREEMENT



Defined Term	Meaning
<b>Commodities</b>	Any Sharia compliant allocated commodities (excluding gold and silver) traded on the London Metal Exchange physically located outside the United Kingdom, acceptable to You and Us and/or such other Sharia compliant commodities as may be agreed upon from time to time by Us and You.
<b>Credit Card</b>	An Interest-Free, Sharia compliant Card that allows You to revolve a portion of Your Account Balance by paying the Minimum Payment Due shown on each Statement. Our Credit Cards include the American Express Blue Card, the American Express Gold Credit Card, the American Express Platinum Credit Card, the Alfursan American Express Credit Card and the Marriott Bonvoy® American Express Credit Card.
<b>Credit Limit</b>	The maximum amount You can owe Us on the Account.
<b>Current Balance</b>	The total closing balance on Your monthly Statement of Your Account.
<b>Eligible Transaction</b>	Any Transaction except for those Transactions listed in clause 20.1 (b) as may be amended pursuant to clause 20.1(c) and clause 21.1 (b) as may be amended pursuant to clause 21.1 (c).
<b>Hotels participating in Marriott Bonvoy®</b>	All Marriott branded hotels which participate in Marriott Bonvoy®.
<b>KYC</b>	Know Your Customer
<b>Marriott Bonvoy® Account</b>	Your Marriott Bonvoy® membership account.
<b>Marriott Bonvoy®</b>	The Marriott Bonvoy® loyalty program operated by Marriott International, Inc. and governed by the Marriott Bonvoy® Loyalty Program Terms and Conditions, available at <a href="https://marriottbonvoy.com/terms">marriottbonvoy.com/terms</a> .
<b>Marriott Bonvoy® Elite Night Credit</b>	The credits toward achieving the Marriott Bonvoy® Elite status requirements (i.e. nights required for achieving or renewing Elite status every year).
<b>Marriott Bonvoy® Elite status</b>	Upon reaching certain milestones, a member of the Marriott Bonvoy® loyalty program will earn Silver, Gold, Platinum, Titanium or Ambassador Elite status with associated benefits for each status level.
<b>Marriott Bonvoy® Loyalty Program Terms &amp; Conditions</b>	The Terms & Conditions issued by Marriott International which govern participation in the Marriott Bonvoy® loyalty program. Visit <a href="https://www.marriott.com/loyalty/terms/default.mi">https://www.marriott.com/loyalty/terms/default.mi</a> for the Marriott Bonvoy® Loyalty Program Terms and Conditions and full details on how to earn and redeem Points and learn about Elite benefits.
<b>Marriott Bonvoy® Active Membership Status</b>	You are an active member of the Marriott Bonvoy® loyalty program.
<b>Marriott Bonvoy® Points or "Points"</b>	The points awarded to You for qualifying purchases and activities as a member of the Marriott Bonvoy® loyalty program.
<b>Minimum Payment Due</b>	The amount shown on Your monthly Statement for Your Credit Card Account or Your Account for a Charge Card with a revolve feature as the minimum amount that You need to pay.
<b>Monthly Fee</b>	A fixed monthly fee charged against issuance and renewal of Cards. At a Cardmember's request, this fee can be paid annually.

Defined Term	Meaning
<b>Murabaha Margin</b>	<p>*30-Day Murabaha Margin: The profit margin charged when settling the unpaid portion of a card transaction which was performed 30 days prior to a cardmember's cycle date (or statement date).</p> <p>Murabaha Margin: Murabaha Margin is the markup charged to Cardmembers who did not settle their full statement balance before the Payment Due Date, or have an outstanding balance on their account. This Murabaha Margin is calculated using the 30-Day Murabaha Margin rate, applied to each card transaction balance not paid off in full, from the date the transaction was performed, covering the number of days up till the cycle date (or statement date).</p>
<b>Our Commodities Transactions Agents</b>	The agents nominated by Us from time to time to effect the sale and purchase of Commodities on a Murabaha basis on the portfolio of Current Balances for all Tawarruq Charge and Credit Cardmembers.
<b>Payment Due Date</b>	The date shown on Your monthly Statement for Your Account which mentions the date by which the entire Current Balance (for Charge Cards without a revolve feature) of the Minimum Payment Due (for Credit Cards and Charge Cards with a revolve feature) needs to be paid to avoid the suspension of Account.
<b>PIN</b>	The Personal Identification Number given to You to use with the Card.
<b>Plan It</b>	Equal monthly Instalments Plan.
<b>Plan It - Equal Monthly Installments Eligible Transaction</b>	Local or international purchase transaction made by primary or supplementary Cardmember (excluding cash advances).
<b>Plan It - Equal Monthly Installments Principal Amount</b>	Means the amount of the Card Transaction in the Billing Currency relating to an Eligible Transaction which the Cardmember consents for conversion into an EMI Plan.
<b>Plan It - Equal Monthly Installments Murabaha Margin</b>	Means the Murabaha Margin amount calculated based on principal amount, the declared monthly Murabaha Margin rate and agreed Tenure.
<b>Plan It - Equal Monthly Installments Tenure</b>	Means the duration of the EMI plan expressed in the number of Gregorian calendar months. The standard applicable terms are 3, 6, 9 and 12 months.
<b>Plan It - Equal Monthly Installments Outstanding Amount</b>	Means the Principal amount plus the applicable Murabaha Margin that is not already paid.
<b>Plan It - Equal Monthly Installments Monthly Installment</b>	Means the EMI Principal amount plus the total Murabaha Margin divided by the EMI Tenure.
<b>Primary Cardmember</b>	You, Your.
<b>Replacement Card</b>	Card specifically issued in case of loss, theft, damage, incorrect embossing name provided by You and non-receipt by You.
<b>Revolve Limit</b>	The maximum amount that You can revolve on Your eligible American Express Cards.





# CARDMEMBER AGREEMENT



Defined Term	Meaning
<b>Revolve Feature for the American Express Green Card</b>	A feature exclusive to the American Express Green Card that allows You to revolve a portion of Your Current Balance each month such that You will be required to pay only the Minimum Payment Due as shown on Your Statement by the Payment Due Date.
<b>SAMA</b>	Saudi Central Bank.
<b>Service Establishments</b>	Retail and other outlets that accept that Card in payment for goods and services.
<b>Sharia Committee</b>	Our Sharia supervisory board which is responsible for providing Sharia' opinions on, and certifying, the American Express Saudi Arabia products.
<b>SMS</b>	Short message service.
<b>Statement</b>	A monthly record of all Your Transactions on Your Account including but not limited to purchases of goods and services, Cash Withdrawals, fees and charges, refunds and other debits and credits as per this Agreement. The Statement will also include Your Current Balance, Payment Due Date (for Charge Card and Credit Card) and Minimum Payment Due (for Credit Card and Charge Cards with a revolve feature).
<b>Supplementary Cardmember</b>	Someone other than You in whose name a Card is issued under Your Account.
<b>Tawarruq Transaction</b>	A transaction in which: a) The Cardmember agreed that We purchase Commodities on a Murabaha basis for the Cardmember's unpaid portion of the Current Balance; b) The Cardmember undertakes to purchase such Commodities from Us through the Cardmember's Tawarruq Transactions Agent; c) We purchase the Commodities from the vendor for the purchase prices; and The Cardmember's Tawarruq Transactions Agent then immediately purchases the Commodities from Us on a Murabaha basis for the Cardmember's unpaid portion of the Current Balance plus the Murabaha Margin.
<b>Transaction</b>	Any payment made for goods or services or Cash Withdrawals obtained by using the Card.
<b>Unauthorized Transaction</b>	Any Transaction made by someone who used the Card without Your permission.
<b>Value Added Tax (VAT)</b>	Value Added Tax (VAT) is an indirect tax imposed on all goods and services that are bought and sold by businesses, with a few exceptions.
<b>We, Us, Our</b>	American Express Saudi Arabia.
<b>You, Your</b>	You, Your, the Account holder, the Cardmember, in each case the debtor under this Agreement.

## 2. ACCEPTANCE

If You sign or use the Card, You will be bound by the terms and conditions in this Agreement. You further declare and undertake that You are the ultimate owner for any Cards that may be issued to You pursuant to this Agreement.



## CARDMEMBER AGREEMENT



### 3. USING THE CARD

Please note the following:

1. Sign on the back of the Card in ink as soon as You receive it and ensure the same for any Supplementary Cardmember(s).
2. Keep Your PIN a secret and separate from Your Card.
3. Use Your Card only within the expiry date printed on it.
4. Do not use the Card if it is damaged or cancelled.
5. Note that the Card is Our property and You must return it when asked by Us.
6. Note that a Service Establishment or other person acting on Our behalf can also retain the Card.
7. Do not allow any other person to use Your Card(s) and ensure the same for any Supplementary Cardmember(s).
8. Do not use Your Card at a Service Establishment if You are a significant owner of that Service Establishment.
9. Do not use Your Card to fund the working capital needs of Your business.
10. Note that You will be liable for all Transactions, fees and charges incurred on Your Card and on any Cards issued under Your Account to Supplementary Cardmember(s).
11. Note that Your Supplementary Cardmember will also be liable along with You for all Transactions, fees and charges incurred on their Cards.
12. Note that You have to pay Us all amounts debited to Your Account even if a sale or Cash Withdrawal voucher is not signed by You or by Your Supplementary Cardmember.
13. Note that We will not be liable for any loss or damage (direct or indirect) suffered by You or Your Supplementary Cardmember(s) due to a decline of a charge at a Service Establishment.
14. Note that non-compliance with the provisions of this Agreement, or any adverse information impacting your Credit found on SIMAH, Elm, Bayan, or Our authorized collection agencies or to any other agencies authorized by SAMA or other relevant competent authorities, may result in:
  - Cancellation/suspension of Your Card/Supplementary Cardmembers' Cards without notice from Us;
  - Decrease in Your Credit Limits or Revolve Limits (where applicable) without notice from Us;
  - Negative impact on Your credit bureau record and Your ability to obtain new credit facilities;
  - Litigation in the event of non-payment of Your dues;
  - Increased financial burden on You due to fees and charges;
  - Financial losses to You due to Unauthorized Transactions due to Your failure to report loss/theft of Your Card promptly.



## CARDMEMBER AGREEMENT



15. You undertake to act in good faith at all times in relation to all dealings with the Card and with Us and not use the Card for any illegal or immoral purpose. Certain purchases of goods or services, such as alcohol, dealing in pork and pork related products, gambling, pornography or other illegal activities, are prohibited under the principles of Sharia. You shall ensure that the Card is not utilized for Transactions which are contrary, offensive or repugnant to Sharia.
16. We shall be entitled to, at any time We in Our absolute discretion consider that Your usage of the Card is inappropriate or of significant risk to You or Us, including but not limited to when You violate clause 3.15, without giving any reason or notice, without liability to Us and whether or not Your Credit Limit has been reached, withdraw and restrict Your right to use the Card and refuse to authorize any Transaction.
17. Priority Pass™ is granted at the sole discretion of American Express Saudi Arabia.
18. American Express Saudi Arabia reserves the right to remove those benefits or ask Cardmembers to maintain a minimum spend threshold to qualify for these benefits.
19. At our discretion, we may grant you additional temporary credit to help you make purchases which would have otherwise been declined due to insufficient available credit.

### 4. THE ACCOUNT

- a. We will debit to Your Account all Transactions made by You and Your Supplementary Cardmember(s).
- b. When We authorize Your Transaction at a Service Establishment, We assume the Transaction will take place and We will reduce the amount of credit available to You.
- c. We may refuse to approve any Transaction including Cash Withdrawals without giving any notice or reason to You.
- d. If We become aware of suspicious, fraudulent Transactions attempted on Your Card, We may block Your Card to safeguard Your interest as well as Ours.

### 5. FOREIGN CHARGES

- A. All Transactions including Cash Withdrawals, incurred in currencies other than the billing currency of the Card Account (" Non-Billing Currency") , will be converted into the Card Accounts billing currency (" Billing Currency") . Unless the applicable laws require a specific conversion rate, the Global Network, will use conversion rates based on interbank rates, which they select from customary industry sources on the business day prior to the date of processing the Transaction.

A Foreign Exchange Conversion Fee, as shown in the Cards Information table or as amended by Us from time to time, will be added to the converted amount by Us, the Issuer of Your Card. The conversion will be made on the date of processing the Transaction, which may not be the same date when the Transaction was made since this depends on the time when the Transaction was submitted to Global Network. The conversion rates may also vary accordingly. At the time of conversion, all Transactions, which are incurred in currencies other than US Dollars, will be converted to US Dollars before being converted to the Billing Currency. Amounts converted by independent third



## CARDMEMBER AGREEMENT



parties are billed as converted by them. When converting from USD to Saudi Riyals, such transactions will be charged to the Card account after their conversion at a rate determined by American Express Saudi Arabia.

### 6. FEES AND CHARGES

#### 6.1 General

- a. All Our fees and charges are detailed in Annex "A" of this Agreement. Other than the fees and charges listed in Annex "A", and those published on our Website as set out in the following paragraph, We will not charge You any additional fees.
- b. If We increase any of Our fees and charges We will give You at least 60 calendar days' notice by publishing an updated list of fees and charges on Our website and by sending You an email to the email address you disclosed to Us. If We decrease any of Our fees and charges We may not give You any notice. An updated list of fees and charges shall be maintained on Our website.
- c. Cash Withdrawal fees will be debited to Your Account at the time of posting of Your Cash Withdrawal Transaction(s).
- d. We may charge You a fee to cover Our investigation costs for any disputed Transaction as specified in Annex "A". However, if Our investigations show that the disputed Transaction was not performed by You, We will refund this fee.

#### 6.2 Credit Card Specific Terms

- a. You shall pay the total amount of all dues, including fees and charges described as the Current Balance specified in the Statement, such charges to be due in full and payable not later than the Payment Due Date specified on the Statement. You may choose not to settle the Current Balance in full and instead pay at least the Minimum Payment Due in accordance with clause 8.1. The Minimum Payment Due must be paid on or before the Payment Due Date. If the Minimum Payment Due is not paid by the Payment Due Date or only partly paid, then the unpaid amount of such Minimum Payment Due will be included in the next Card Statement's Minimum Payment Due.
- b. Where the Current Balance on Your Credit Card is not paid in full by the Payment Due Date, You automatically request Us to purchase Commodities from a commodity supplier of Our choice for a value equal to the outstanding amount of the Current Balance, and purchase those same Commodities (owned by Us), through Your Tawarruq Transactions Agent, appointed through the accompanying Tawarruq Transactions Agent Nomination Agreement.
- c. Your Tawarruq Transactions Agent shall purchase the Commodities on Your behalf at a price approximately equal to Your unpaid Current Balance with the addition of a profit margin calculated using the 30-day Murabaha Margin rate, applied from the date of the Transaction, covering the number of days up till the cycle date (or statement date).
- d. The Commodities You purchase from Us shall be sold by Your Tawarruq Transactions Agent to a third party broker.





## CARDMEMBER AGREEMENT



- e. You agree to repay the amount owed to Us in one instalment, before the next Payment Due Date.
- f. We will maintain records of each Tawarruq Transaction for audit purposes to ensure compliance with the procedures approved by Our Sharia Committee.
- g. We will effect Tawarruq Transactions in respect of the unpaid amount of the Current Balance on Your Account as of the Payment Due Date for each subsequent month unless Your Account is sooner suspended or terminated by You or by Us.
- h. A Murabaha Margin will be charged to Your Account at the rate specified in Annex "A" for the portion of the Current Balance on Your Account that is not paid by the Payment Due Date and in respect of which a Tawarruq Transaction is effected as set out in this clause 6.2.

### 6.3 Charge Card Specific Terms

- a. You shall pay the total amount of all dues, including fees and charges described as the Current Balance specified in the Statement, such charges to be due in full and payable not later than the Payment Due Date specified on the Statement.
- b. If Your Charge Card does not have a revolve feature, You shall pay the total amount of all dues, including fees and charges described as the Current Balance specified in the Statement, such charges to be due in full and payable not later than the Payment Due Date specified on the Statement.
- c. If Your Charge Card has a revolve feature, You may pay the Minimum Payment Due as shown on Your Statement by the Payment Due Date and may revolve the balance until the Payment Due Date on Your next Statement.
- d. Where the Current Balance on (i) Your Charge Card without a revolve feature or (ii) the Minimum Payment Due on Your Charge Card with a revolve feature is not paid in full by the Payment Due Date, You agree to the purchase of Commodities owned by Us, through Your Tawarruq Transactions Agent, appointed through the accompanying Tawarruq Transactions Agent Nomination Agreement.
- e. Your Tawarruq Transactions Agent shall purchase the commodities on Your behalf at a price approximately equal to Your unpaid Current Balance with the addition of a profit margin calculated using the 30-day Murabaha Margin rate, applied from the date of the Transaction, covering the number of days up till the cycle date (or statement date).
- f. The Commodities You purchase from us shall be sold by Your Tawarruq Transactions Agent to a third party broker.
- g. You agree to repay the amount owed to Us in one instalment, before the next Payment Due Date.
- h. We will maintain records of each Tawarruq Transaction for audit purposes to ensure compliance with the procedures approved by Our Sharia Committee.



## CARDMEMBER AGREEMENT



- i. We will effect Tawarruq Transactions in respect of the unpaid amount of the Current Balance on Your Account as of the Payment Due Date for each subsequent month unless Your Account is sooner suspended or terminated by You or by Us.
- j. A Murabaha Margin will be charged to Your Account at the rate specified in Annex "A" for the portion of the Current Balance on Your Account that is not paid by the Payment Due Date and in respect of which a Tawarruq Transaction is effected as set out in this clause 6.3.

## 7. CREDIT LIMIT

### 7.1 Credit Card

- a. We will assign a Credit Limit to Your Credit Card Account along a Cash Withdrawal limit at Our discretion and in case Nil limit is requested by You, the same shall be assigned. We may decrease these Credit Limits and we will notify you if we did. We will increase Your Credit Limits only with Your consent. If Your Credit Limit on a Credit Card is changed by Us, You will be able to see Your new Credit Limit in Your next monthly Statement.
- b. You must ensure that Your usage of the Credit Card remains within the prescribed Credit Limit unless You obtain Our prior approval through authenticated communication to exceed this Credit Limit. You further undertake to effect no Card Transactions which may cause the aggregate outstanding balance under all such Card Transactions to exceed the Credit Limit. If in contravention of this clause, You exceed the Credit Limit on your Credit Card, then such amount exceeding the Credit Limit will become payable in full and will be included in the next Statement's Minimum Payment Due.

### 7.2 Charge Card

- Our Charge Cards have no pre-set spending limit. The purchasing power adjusts with Your use of the Charge Card. No pre-set spending limit does not mean unlimited spending. Your purchases are approved based on a variety of factors including Your current spending patterns, Your payment history, Your credit record, and Your financial resources known to us. These factors are solely determined at Our discretion. Paying Your bills on time, paying in full each month and maintaining a good payment history on all Your credit facilities that are reported to the credit bureau is the best way to increase the spending power of Your Card. We may, at Our sole discretion, reduce or cancel the credit limit on Your Card and in case Nil limit is requested by You, the same shall be assigned. If You know that You will be making a purchase on the Card that is significantly larger than Your normal purchases, You can always call the number on the back of Your Card so that a Customer Service representative can verify whether You are able to make such a purchase.

### 7.3 Charge Card with Revolve Feature

- a. We may assign a Revolve Limit to the eligible Card Account along with a Cash Withdrawal limit at Our discretion and in case Nil limit is requested by You, the same shall be assigned. We may decrease these Revolve Limits and Cash Withdrawal limits and we will notify You if we decrease Your Revolve Limit. We will increase Your Revolve Limits only with Your consent.
- b. Example of Charge Card with revolve feature:



## CARDMEMBER AGREEMENT



- Your set Revolve Limit on your American Express Green Card is \$2,000, but You have used Your Card for \$3,000 in purchases. Accordingly, You owe Us on the Payment Due Date the following:
- Minimum of 5% of the \$2,000 Revolve Limit, which is equal to \$100 + the full remaining \$1,000 in excess of the Revolve Limit. The Minimum Payment Due that will be shown on Your Statement is \$1,100.

### 7.4 Cash Withdrawals

- Cash Withdrawal limits will be determined at Our discretion and may vary from 0% of Your Credit Limit to a maximum of 30% of Your Credit Limit, with the maximum limit per withdrawal being as set out in Annex “B”. We may change Your Cash Withdrawal limits without any prior notice to You. The amount of each Cash Withdrawal may be further subject to the applicable daily withdrawal limit of the respective ATM utilized, jurisdiction and the Card type.

## 8. STATEMENTS & PAYMENTS

1. We will send You monthly Statements for Your Account by email or post. Each Statement will show the Current Balance (for Credit Cards and Charge Cards), the Minimum Payment Due (for Credit Cards and Charge Cards with a revolve feature only) and Your Payment Due Date (for both Credit Cards and Charge Cards). In the case of Credit Cards and Charge Cards with a revolve feature, You shall pay the Minimum Payment Due (as defined in Annex “B”). In case of Charge Cards without a revolve feature, You are required to pay in full the Current Balance, every month, by the Payment Due Date.
2. Your payment of Your dues to Us must be in the billing currency of the Card Account:
  - a. If payment is made in any other currency, we may convert the currency and apply a foreign exchange conversion fee in accordance with clauses 5.1 and 5.2, respectively;
  - b. Payments shall only be regarded as having been received by Us and such amounts shall become available to You for further Transactions only after the amounts have been posted by Us into the Card Account;
  - c. Any cheque deposited as payment shall be accepted as paid against amounts due once the cheque has been cleared, the proceeds have been paid to Us by the paying bank and posted.
  - d. Where payment is received in any currency other than the Account billing currency, such payment shall be credited to the Card Account only after the relevant funds have been received for value by Us, converted to the billing currency and posted into the Card Account.
3. Please note that making only Minimum Payments on Your Credit Card or Charge Card with a revolve feature may result in You taking a prolonged period of time to repay Your amounts owed to Us in full. **For example, if You have an outstanding balance of SAR 7,000 and You choose to pay only the Minimum Payment Due, it will take 81 months to settle the balance in full. The total Murabaha Margin (term cost), in this case, would be SAR 6,296.**



## CARDMEMBER AGREEMENT



4. We will credit Your Account only when We receive Your payment - not when You send it. We will apply Your payments in the following order, or any other order of priority as We consider appropriate:
  - a. We will first repay any fees and charges posted to Your previous Statements for Your Account.
  - b. We will then repay any Cash Withdrawal Transactions posted to Your previous Statements of Your Account.
  - c. We will then repay any debit non-Cash Withdrawal Transactions posted to Your previous Statements for Your Account.
  - d. We will then repay any Overdue EMI posted to Your previous Statements for Your Account.
  - e. We will then repay any Current EMI posted to Your current Statements for Your Account.
  - f. We will then repay any fees and charges posted to Your current Statement for Your Account.
  - g. We will then repay any debit Cash Withdrawal Transactions posted to Your current Statement for Your Account.
  - h. We will repay any debit non-Cash Withdrawal Transactions posted to Your current Statement for Your Account.
5. Cheques and demand drafts sent to Us for payment of Your dues must be drawn on and be payable in Saudi Arabia. Cheques must be payable to "American Express Saudi Arabia" and crossed "Account Payee". You must issue separate cheques for separate Card Accounts maintained by You with Us.
6. You will be responsible for any direct debit instructions issued on Your Account. Any disputes must be resolved directly between You and Your bank.
7. You should inform Your service providers directly of any change in Your Card number or change in expiry date of Your Card for any subscription services that You may have signed up for using the Card. You should inform such service providers of any change of Card number or expiry date even if the Card number or expiry date was changed by Us. In such situations We will not be liable for any disputes between You and the service provider.
8. If Your payment or refunds processed by merchants results in a credit balance greater than US\$ 50,000, We will refund to You the balance in excess of US\$ 50,000 within 70 days.
9. You understand and agree that the monthly Statement of account will be sent via e-mail to the email address provided by You. If no email address is provided, a printed Statement will be sent to either Your personal or business address.
10. If you are the sole proprietor of a Service Establishment (according to our records), you hereby authorize us to stop payments made payable to you or to your Service Establishment should your Account become overdue for any amount.



## CARDMEMBER AGREEMENT



11. If any sums shall become overdue from You to Us at any time under the Card Account, the whole outstanding balance on Your Card Account shall become immediately due and payable.
12. We shall credit Your Account with the amount of any Transaction refund only upon receipt of such refund from the applicable Service Establishment.
13. We reserve Our right to take criminal proceedings in the event of a cheque being stopped or dishonored.

### 9. QUERIES

1. If You have any questions about Transactions appearing on Your Statement, please contact Us immediately but no later than one month from Your Statement date. The address to write to is American Express Saudi Arabia, P.O. Box 6624, Riyadh 11452, Kingdom of Saudi Arabia.  
Our Telephone numbers are 800 124 2229 (inside the Kingdom of Saudi Arabia) and (+966 11) 292 666 (Overseas).
2. We are not responsible for goods or services purchased by You using the Card. Once You have used Your Card to purchase goods or services, We cannot cancel that charge unless We have the consent of the Service Establishment or the seller of the goods and services. In all such cases, You must pay us the Current Balance (for Charge Cards) and continue to pay Us the Minimum Payment Due (for Credit Cards and Charge Cards with a revolve feature only) shown on Your monthly Statement. Any dispute between You and the Service Establishment should be settled directly between You and the Service Establishment.
3. Please note that it may not be possible for Us to resolve any questions You may have about Transactions on Your Statement that are more than 90 days old.
4. When You dispute a charge, We will, at Our discretion, raise an inquiry on Your behalf with the Service Establishment and obtain the relevant supporting documentation for the disputed charge.

### 10. ENDING THIS AGREEMENT

1. You may end this Agreement at any time by communicating with Us directly through Our Authenticated Communication channels to expressly instruct Us to end this Agreement. However, please note that this Agreement will only terminate and Your account will be closed once You have paid off all the amounts due to Us. You may also cancel a Card issued to a Supplementary Cardmember by instructing Us accordingly through Our official communication channels. You will continue to be liable for all Transactions performed by the Supplementary Cardmember until We receive all the amounts due on Your Supplementary Cards.
2. We can end this Agreement at any time by giving immediate notice. Alternatively, We can stop You from using the Card. If We end this Agreement, You must pay all money You owe us on the Account including Transactions and Cash Withdrawals that have been authorized but not yet debited to Your Account.





## CARDMEMBER AGREEMENT



3. Unless clause 13.2 applies, You will still be responsible for all Transactions or Unauthorized Transactions that take place in relation to Your Account.
4. You have the right to cancel this Agreement, without incurring any charges, within 10 days of receiving a Credit Card or Charge Card unless You have activated the Card.

### 11. RENEWING THE CARD

1. You authorize Us to renew Your Cards before they expire.
2. Unless this Agreement has ended, We may, from time to time, send You renewal or Replacement Cards.

### 12. DEATH, TOTAL DISABILITY OR BANKRUPTCY

#### ***For contracts signed before October 1, 2018:***

- a. In the unfortunate event of Your death, We shall have the right to ask Your legal heirs to pay amounts due on Your Account immediately.
- b. In case of Your bankruptcy, all amounts due on Your Account shall become payable immediately.
- c. If You lose or give up Your residency status in the Kingdom of Saudi Arabia or leave the Kingdom of Saudi Arabia permanently, We have the right to cancel Your Card and close Your Account.

#### ***For contracts signed on or after October 1, 2018:***

- a. In the unfortunate event of Your death or total disability you will be discharged from your liability for any amount due to Us except if Your death or disability was caused by:
  - i. Any deliberate attempt on Your part to injure Yourself or attempt to commit suicide, whether mentally sane or insane at that time.
  - ii. Natural disasters.
  - iii. Decision of courts or competent judicial authorities under the applicable laws in the Kingdom of Saudi Arabia.
  - iv. Drinking alcohol, taking drugs or illegal medicines.
  - v. Participating in or training for any dangerous sports or competition, such as horse racing or car races.
  - vi. Nature of Your work.
  - vii. Anything that results or is caused or contributed by nuclear weapons or nuclear radiations or radioactive pollution from any nuclear fuel or wastes arising from the combustion of nuclear fuel, war, invasion or foreign aggression acts or aggression acts or semi war acts, and ravage or terrorist acts committed by a person or persons working individually or on behalf or relation to any terrorist organization.
- b. In case of Your bankruptcy, all amounts due on Your Account shall become payable immediately.



- c. If You lose or give up Your residency status in the Kingdom of Saudi Arabia or leave the Kingdom of Saudi Arabia permanently, We have the right to cancel Your Card and close Your Account.

### 13. PROTECTING THE CARD AND PIN

1. Please take proper care of the Card. Ensure that it is safe and stop anyone else from using it. Keep Your PIN a secret. You must not keep a note of Your PIN on the Card or anything You usually keep with the Card. Do not write down Your PIN.
2. If You lose Your Card, or if it is damaged, stolen or someone else finds out the PIN, You must tell us immediately by calling Tel: 800 124 2229 (inside the Kingdom of Saudi Arabia) and (+966 11) 292 666 (Overseas).
  - i. If You do this, You will not be responsible for losses arising from someone else using the Card after the date and time You report the loss or theft of the Card or the compromise of the PIN to Us.
  - ii. However, You will be responsible for all Transactions (including Cash Withdrawals) made using the Card by anyone who obtained possession of Your Card with Your permission or the permission of Your Supplementary Cardmember, including any fraudulent Transactions occurring as a result of misuse of the Card.
  - iii. Should You subsequently recover Your lost/ stolen Card after you have reported such loss or theft to Us, please do not use it. Destroy the recovered Card by cutting it in half.
3. You indemnify Us fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card, in the event that (a) it is lost/stolen and such loss/theft is not reported to Us or (b) it is lost/stolen and misused before the date and time We are informed of such loss/theft. Your maximum liability in this case will be the available Credit Limit or the total value of Unauthorized Transactions whichever is lower. If You have a credit balance in Your Account then the 'available Credit Limit' will include both the Credit Limit and the credit balance in Your Account.
4. If You notify us immediately upon discovery of any fraudulent Transactions on Your Card performed at Internet based Service Establishments that display the «Online Fraud Guarantee» sign and You have complied with this Agreement, You will not be held liable for any Transactions. For the purposes of this paragraph (4), immediately means as soon as You are aware but not later than 30 days from the receipt of Your monthly Statement.
5. If You have complied with this Agreement, a Replacement Card may be issued to You solely at Our discretion at the applicable fee.
6. You must notify us immediately if You change Your address or employment.

### 14. LIABILITY AND REFUNDS

1. We are not liable if a Service Establishment does not accept the Card. If a Service Establishment gives You a refund, We will credit Your Account only if We receive the refund from the Service Establishment.



## CARDMEMBER AGREEMENT



2. We will only repay the amounts wrongly charged to Your Account.
3. You agree to cooperate with Us in any investigation We may wish to make. You must do Your best to obtain the cooperation of Supplementary Cardmembers in such investigations.
4. We are not responsible for:
  - i. Non-acceptance of the Card or the way the Card is accepted or declined;
  - ii. Failure to carry out Our obligations under this Agreement arising from a systems failure, data processing failure, industrial dispute or other event outside Our reasonable control; or
  - iii. Indirect, special or consequential damages.

### 15. CHANGE OF AGREEMENT

1. The Cardmember Agreement shall be unilaterally and periodically reviewed, updated and amended by Us, and a 30 day notice (60 days in case of changing term cost), will be provided to You prior to the effective date. The up-to-date version of this Agreement will be displayed over Our webpage and shall contain any such amendment(s), and shall therefore be deemed valid, entering into full effect, automatically after the notice period, replacing and superseding the previous provision(s). The use or possession of the Card(s) after the notice period shall be deemed as Your formal and absolute approval to such amendments to the Agreement.
2. If You do not accept such amendments, You may terminate this Agreement (without incurring additional fees related to revised Agreement) within 14 calendar days after the receipt of the notice by cutting the Card in half and advising Us through Authenticated Communication. You will continue to be liable for amounts that You owe us until We receive Your full payment.
3. We may assign Our rights, benefits or obligations under this Agreement at any time. You may not assign Your rights, benefits or obligations under this Agreement.

### 16. PRIVACY AND APPLICABLE LAW

1. You agree to comply with all applicable and prevailing exchange control regulations.
2. The Agreement is subject to the laws and regulations of the Kingdom of Saudi Arabia, and the jurisdiction of the Committee for Banking and Financial Disputes and Violations.
3. We may pursue collection from You in any other jurisdiction in which You may be domiciled.
4. We provide credit information relating to You to The Saudi Credit Bureau (SIMAH) on a periodic basis. The information provided reflects the status as of the most recent Statement and includes information whether your Account is regular or overdue or default. If Your Account is overdue as at the date of such reporting and is subsequently regularized, the status of Your Account will only be updated at the time of the next reporting. All changes in Your status are updated within a maximum of 30 business days. To avoid any adverse credit history with SIMAH, You should ensure that You make timely payments on Your Account. You hereby agree to provide Us with any



## CARDMEMBER AGREEMENT



information that We require including but not limited to Know Your Customer forms, information and supporting documentation for establishing and/or administering Your Accounts and facilities with Us and update Your personal information if there are any changes and as may be requested by Us. You also authorize Us to obtain and collect information as deemed necessary in regard to You, Your accounts and facilities with other lenders through SIMAH, Bayan Credit Bureau and electronically through Elm Information Security Company ("Elm") and to disclose Your information to SIMAH, Elm & Bayan, to Our authorized collection agencies or to any other agencies authorized by SAMA or other relevant competent authorities. All capitalized terms in this document will have the same meaning as defined in the Cardmember Agreement.

5. We may not maintain original copies of all vouchers and other papers signed by You in connection with the use of the Card. It is Our policy to place the same on microfilm. Accordingly, You hereby agree that such microfilm and/or copies thereof will be acceptable to You as evidence in any court of law to prove the Transactions undertaken by You and that You will not object to the use thereof as evidence. Moreover, You agree that such microfilm or copy thereof may be used in any procedure for verification of Your signature.
6. We will:
  - a. Disclose information about You, Your Account and Transactions on Your Account (which may include details of goods and/or services purchased) to companies within the American Express group of companies worldwide (including other organizations who issue the Card), to any other party whose name or logo appears on the Card issued to You, to any party authorized by You, to Our processors and suppliers and to organizations who accept the Card in payment for goods and/or services purchased by You and obtain such information from those parties, in order to administer and service Your Account, process and collect charges on it and manage any benefits or insurance program in which You are enrolled. Where You purchase goods and/or services on behalf of a third party, You confirm that You have obtained the consent of the third party to the disclosure of his or her information to the American Express group of companies worldwide for these purposes.
  - b. Use information about You and information about how You use Your Account (unless You ask us not to) to develop lists for use within the American Express group of companies worldwide (including other organizations who issue the Card) and other select companies in order that We or these companies may develop or make offers to You (by mail or telephone) of products and services in which You may be interested. The information used to develop these lists may be obtained from the application, from information on where You use and what Transactions are on Your Card, from surveys and research (which may involve contacting You by mail or telephone) and from information obtained from other external sources such as merchants or marketing organizations.
  - c. Exchange information about You and Your Account with credit reference agencies which may be shared with other organizations in assessing applications from You

and members of Your household for credit or other facilities and for preventing fraud and tracking debtors.

- d. Carry out credit checks whilst any money is owed by You on Your Account (including contacting Your bank, financial institution or approved referee) and disclose information about You and Your Account to collection agencies and lawyers for the purpose of collecting debts on Your Account.
  - e. Carry out further credit checks and analyse information about You and Transactions on Your Account, to assist in managing Your Account authorizing Transactions on it and to prevent fraud.
  - f. Monitor and/or record Your telephone calls to Us, or Ours to You, either Ourselves or by reputable organizations selected by Us, to ensure consistent servicing levels (including staff training) and Account operation.
  - g. Undertake all of the above within and outside the Kingdom of Saudi Arabia.
  - h. Undertake all of the above in respect of any Supplementary Cardmember on Your Account. Where You have approved the issuance of a Card to a Supplementary Cardmember, You confirm that You have obtained the consent of the Supplementary Cardmember to disclose his or her information to the American Express group of companies worldwide and process it for the above purposes.
7. If You believe that any information We hold about You is incorrect, incomplete or outdated, You should write without delay to American Express Saudi Arabia, P.O. Box 6624, Riyadh 11452, Saudi Arabia. Any information, which is found to be incorrect, incomplete or outdated, will be corrected/ updated promptly.

## 17. INFORMATION

1. You must provide full and accurate information/data when completing any forms required by Us or when providing any information over the phone or by email, including but not limited to KYC documents or any Transactions completed or contemplated hereunder, and shall not provide any misleading, wrong or incomplete information. You confirm that You will review any information You provide in such forms to confirm the accuracy thereof and You also confirm that Your signature on a form, a voice recording of a phone call with You or an email from your email account maintained in Our records constitutes Your approval to the contents thereof. Should any such information change, You shall promptly notify Us through authenticated communication. We may request certain information or documentation from You from time to time in connection with our duties regarding statutory requirements, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. You shall promptly provide full and accurate responses to our queries.
2. You must promptly notify Us through authenticated communication of any changes to Your personal information such as Your employment and/or office and/or residential address, telephone and mobile numbers, P.O. Box and email addresses. In case You fail to notify Us of any changes to this information, You shall remain liable for any adverse consequences. For example, where We are unable to confirm Transactions that appear suspicious due to Your failing to update Your contact information, You





## CARDMEMBER AGREEMENT



shall remain liable for any misuse that takes place as a consequence of this inability. For the avoidance of doubt and to protect against the divulgence of Your financial information, You shall not use contact information that does not belong to You, such as relatives' mailing addresses.

3. You must not disclose Your personal or financial information relating to this Agreement, any Accounts or any Cards to anyone other than Us under any circumstances.
4. When requested by Us, You must provide information, records or certificates related to Your employment, income, residency status, solvency or defaults on other credit obligations, that We deem necessary. You also authorize Us to verify the information furnished by whatever means or from whichever source We deem necessary. If the data is not provided or if incorrect data is provided, We, at Our discretion, may refuse renewal of the Card or cancel the Account and demand payment of all dues outstanding on the Account.
5. We reserve the right to disclose Your information to any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other wing of government.
6. Any notice given by Us hereunder will be deemed to have been received by You within seven (7) days of posting to Your address last notified in writing to Us.
7. The application form completed by You and all supporting documents provided by You shall constitute integral parts of this Agreement and You agree that We have the right to keep all these documents.
8. For information on our credit advisory services please visit <https://www.americanexpress.com.sa/content/credit-advisory>
9. You will be held liable in the event it turns out that the information provided by You is false or misleading.

### 18. GENERAL

1. In addition to any general right to set-off or other right conferred by law or under any other agreement, We may, without notice, combine or consolidate the outstanding balance on Your Account with any other Account(s) which You maintain with Us, Our affiliated companies and set-off or transfer any money outstanding to the credit of such other Account(s), in or towards the satisfaction of Your liability to Us under this Agreement.
2. You acknowledge that We are not responsible for any of the services provided by third parties.
3. We may accept/act on oral instructions or instructions by fax or email from You and/or Your nominated user using Our Customer Service center with respect to the operations and/or termination of Your Account. We will not be liable for any loss or damage suffered by You in the event that We (in Our absolute discretion) acted in good faith on such instructions.
4. We are authorized to act on any instructions, which We at Our sole discretion understand have emanated from You by the use of Your PIN and other passwords, and are not expected to verify the identity of the persons giving these instructions purportedly in



## CARDMEMBER AGREEMENT



Your name. You are expected to safeguard Your PIN and other passwords at all times and shall be liable for all Transactions/ instructions processed by the use or purported use of the PIN/password.

5. We and Our affiliated companies are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. We may take, and may instruct or be instructed by an affiliate to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests. Such action may include but is not limited to the interception and investigation of any payment messages and other information or communications sent to or by the Account holder's behalf via Our systems or Our affiliated companies; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. Neither We nor any affiliate will be liable for loss (whether direct or consequential and including, without limitation, loss of profit) or damage suffered by any party arising out of any delay or failure by Us or Our affiliate in processing any such payment messages or other information or communications, or in performing any of its duties or other obligations in connection with any Accounts or the provision of any services to the Account holder, caused in whole or in part by any steps which We or such affiliate, in Our sole and absolute discretion, consider appropriate to take in accordance with all such laws, regulations and request. In certain circumstances, the action, which We may take, may prevent or cause a delay in the processing of certain information. Therefore, neither We nor any affiliate warrants that any information on Our systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up- to date at the time it is accessed, whilst such action is being taken.
6. We may offer to provide you with protection cover during the validity of the Agreement. Where We offer protection cover as an additional feature of Our services to You, We shall disclose to You the details of such protection cover, including the process of identifying beneficiaries and for distributing compensation amongst beneficiaries. For the Protection Terms & Conditions, please visit: <https://www.americanexpress.com.sa/content/terms-and-conditions>
7. In certain situations American Express Saudi Arabia may require acceptable collateral from applicants for issuing the Card or for reinstating a Card that has been suspended. In such cases the terms of the relevant collateral agreement will also apply in addition to those in the Cardmember Agreement.
8. Release of collateral where a Cardmember requests to continue to retain his/her Card will be at the absolute discretion of American Express Saudi Arabia. In such cases American Express Saudi Arabia will have the right to seek additional information and documentation from the Cardmember.

## 19. TERMINATION

1. We at Our absolute discretion may cancel Your Card/Cards issued to Your Supplementary Cardmembers if, in Our opinion, You are in breach of this Agreement and/or if oral/written instructions have emanated from You or Your nominated user to cancel Your Card/Cards issued to Your Supplementary Cardmembers.
2. In the unfortunate event of (a) Your death or total disability or (b) Your bankruptcy or insolvency, Our rights shall be governed by the provisions set out in clause 12.
3. Closure of the Card shall lead to immediate withdrawal of all facilities provided through use of the Card and/or the Card number.

## 20. ALFURSAN MILES

### 1. *This clause 20 is applicable to Alfursan American Express Credit Card only.*

- a. Eligibility: You will earn Alfursan Miles if You hold Alfursan American Express Credit Card. However, You may lose Your eligibility for Alfursan Miles if You are overdue on any payment or if You are in breach of this Agreement. During any such period no further Alfursan Miles will be credited with respect to Your Account. The award of Alfursan Miles that You may have earned during any period when You were in breach as mentioned above will be credited once any such overdue amounts have been repaid by You or the breach has been remedied to Our satisfaction. In case Your Account is overdue for 3 months or more, We may, at Our sole discretion, forfeit all Your Alfursan Miles. In such situations You will not earn Your Alfursan Miles even on payment of Your overdue balances.
- b. Award of Alfursan Miles If You have Alfursan American Express Credit Card, Alfursan Miles shall be credited at such rate as We may decide from time to time. The current rate is 1 (one) Alfursan Mile for every US\$ 1 debited to Your Card Account in relation to Eligible Transactions performed in SAR or US\$, 2 (two) Alfursan Miles for every US\$ 1 debited to Your Card Account in relation to Eligible Transactions performed in currencies other than SAR or US\$ and 2 (two) Alfursan Miles for every US\$ 1 debited to Your Card Account in relation to Eligible Transactions performed on Saudi Airline website (saudia.com). The Alfursan miles will be rounded off in accordance with Our procedures and the agreement with SAUDIA, which may be amended from time to time:
  - i. All earned Alfursan miles will be credited to Your Alfursan frequent flyer program on the Your Statement date.
  - ii. The following Transactions will not be eligible for the award of Alfursan Miles:
    - Cash Withdrawals including, Transactions carried out through Automated Teller Machines.
    - Fees and charges.
    - Payments made by You on Your Account, chargebacks and refunds.
    - Debit balance transfer from other Cards belonging to You or any Other Cardmember.
    - Digital wallets Top-ups (excluding STCpay where the Cardmember will earn 1 (one) Alfursan Mile for every US\$5 debited to his or her Card Account in relation to Eligible Transactions performed in SAR or US\$).



- c. If You successfully dispute or otherwise request a refund in respect of any Transaction for which Alfursan Miles have already been awarded to You, including but limited to any Transaction involving a travel booking that You later cancel, We may at Our option (i) withdraw the Alfursan Miles from Your Alfursan frequent flyer account or (ii) debit Your Account for the value of those Alfursan Miles awarded to Your Alfursan frequent flyer account. In such cases, once You have initiated a dispute or otherwise requested a refund for any Transaction for which Alfursan Miles have been awarded, We will suspend the transfer of any further Alfursan Miles to Your Account until the equivalent of the Alfursan Miles awarded in respect of the Transaction for which You have initiated a dispute or for which You have requested a refund has been recovered. In such cases if Your Account has been closed, We may recover Alfursan Miles from any other Alfursan frequent flyer account held by You. Further, if We see a high number of travel booking Transactions on Your Account that have resulted in the award of Alfursan Miles to your Alfursan frequent flyer account which are subsequently cancelled by You, We may suspend Your use of the Card pending the results of any investigation We may elect to undertake on such Transactions and We may ultimately cancel Your Card based on Our findings.
- d. Alfursan Miles accruing as a result of Eligible Transactions performed by a Supplementary Cardmember shall be credited to Your Alfursan frequent flyer account.
- e. We may, at Our discretion, and after notification to You in accordance with clause 15 of this Agreement change the Eligible Transactions.

### **2. Redemption of Alfursan Miles**

- a. SAUDIA Airlines is solely responsible for the redemption of Alfursan Miles and We have no liability or responsibility to You or any other person in this regard.
- b. We give no warranty or guarantee as to the quality, condition or suitability of any goods or services provided on redemption.
- c. We shall not be liable or responsible to You or any other person for any loss, damage or claims suffered by them in respect of any goods or services provided in redemption of Alfursan Miles or as a result of any product or service being unavailable.
- d. SAUDIA Airlines shall be solely liable to You for the redemption of Alfursan Miles and We give no guarantee and have no liability to You or any other person for any failure to redeem Alfursan Miles by SAUDIA Airlines or any other person.

### **3. Benefits of Alfursan Silver Tier status: This is applicable only to Alfursan American Express Credit Card:**

- a. First Year: To qualify for the Alfursan Silver Tier status upgrade you must purchase and complete an international round trip flight on SAUDIA airlines using your Alfursan American Express Credit Card within the first 12 months of obtaining Your Card (Round-trip flight is a trip to a place and back again made by purchasing one ticket only which contains one ticket number). Upon completing the flight, you will be upgraded to Alfursan Silver Tier status within the first 60 working days of submitting the ticket copy to American Express Saudi Arabia as per the terms and conditions governing the Alfursan program. The Validity of the Silver Tier status is for one year as per the terms and conditions governing Alfursan program. The benefits of Alfursan Silver tier (as per effective date of this Agreement) are as follows. The list of current Silver Tier benefits can also be found on the website of SAUDIA Airlines at <http://www.saudia.com>:



## CARDMEMBER AGREEMENT



- i. 25% extra SAUDIA Airlines Tier Miles on every flight
  - ii. Rapid Check-in class;
  - iii. Special attention to luggage;
  - iv. Priority Boarding;
  - v. Lounge access up to 3 family members;
  - vi. Additional baggage allowance (1 piece); and
  - vii. Priority Call handling.
- b. Subsequent Years: An annual qualifying spend threshold of at least US\$ 32,000 or equivalent Alfursan Miles during the previous 12 months is required for You to retain Alfursan Silver Tier status and as per the terms and conditions governing Alfursan program.
- c. If a Cardmember didn't achieve the required minimum spend during the year, then SAUDIA will downgrade their status to a Blue tier. However, if the Cardmember achieves the minimum spend of USD\$ 32,000 the year thereafter, then American Express will inform Saudia accordingly who will upgrade their Alfursan status to Silver again.

#### 4. Miscellaneous

- a. We may, by giving You notice modify, suspend or withdraw Alfursan Miles program. No prior notification will be given in the event the Alfursan Miles program has been suspended or withdrawn by SAUDIA.
- b. You agree that we may provide details concerning You (including details of the value and nature of any Transactions performed on Your Account) to SAUDIA Airlines
- c. The award of Alfursan Miles and the redemption of Alfursan Miles shall also be subject to Alfursan Terms & Conditions as amended by SAUDIA Airlines from time to time. In case of any inconsistency between this Agreement and Alfursan Terms & Conditions, this Agreement will prevail.
- d. You will get the silver tier upgrade only once during Your tenure with Us. If You cancel the Card and reapply, the silver tier upgrade will not be granted after the first return flight outside the Kingdom of Saudi Arabia.
- e. You will get the welcome bonus miles only once during Your tenure with Us. If You cancel the Card and reapply, the 10,000 bonus miles will not be granted.
- f. Family members (Supplementary cards) miles collection is under one pool (Primary account).
- g. Only roundtrip flights through SAUDIA airlines (Departing from and returning to the Kingdom of Saudi Arabia) will be eligible for the Silver Tier upgrade. Ex: (RUH-LHR-RUH) or (JED-DXB-JED).
- h. Alfursan Members will receive instant SMSs from Alfursan or Alfursan app notifications upon any miles activity throughout the account (add, redeem, upgrade, etc.)

The upgrade only applies to the Primary Cardmember and does not apply to the following:

- i. Redemption tickets (Reward Tickets).
- ii. Boarding pass that doesn't belong to the Primary Cardmember.





## 21. MARRIOTT BONVOY POINTS

**1. This clause 21 is applicable to Marriott Bonvoy® American Express Credit Card only.**

- a. **Eligibility:** You will earn Marriott Bonvoy® Points if You hold the Marriott Bonvoy® American Express Credit Card. However, You may lose Your eligibility for Marriott Bonvoy® Points if You are overdue on any payment or if You are in breach of this Agreement. During any such period, no further Marriott Bonvoy® Points will be credited with respect to Your Account. The award of Marriott Bonvoy® Points that You may have earned during any period when You were in breach as mentioned above will be credited once any such overdue amounts have been repaid by You or the breach has been remedied to Our satisfaction. In case Your Account is overdue for 3 months or more, We may, at Our sole discretion, not credit Your Marriott Bonvoy® Account with Marriott Bonvoy® Points that were earned during the period of any overdue payment. In such situations You will not earn Your Marriott Bonvoy® Points even upon payment of Your overdue balances.

- b. **Award of Marriott Bonvoy® Points:** If You have the Marriott Bonvoy® American Express Credit Card, Marriott Bonvoy® Points shall be credited at such rate as We and Marriott Bonvoy® may decide from time to time. The current rate is five (5) Marriott Bonvoy® Points for every US\$ 1 you spend at Marriott Bonvoy® participating properties\*; three (3) Marriott Bonvoy® Points for every US\$ 1 debited to your Card Account in relation to Eligible Transactions performed in currencies other than SAR or USD; and two (2) Marriott Bonvoy® Points for every US\$ 1 you spend in SAR or USD.

The Marriott Bonvoy® Points will be rounded off in accordance with Our procedures and the agreement with Marriott Bonvoy®, which may be amended from time to time:

- i. All earned Marriott Bonvoy® Points will be credited to Your Marriott Bonvoy® program on Your Statement date.

- ii. The following Transactions will not be eligible for the award of Marriott Bonvoy® Points:

- Digital wallets and e-wallets top-ups, for instance, STCpay.
- Cash Withdrawals including, Transactions carried out through Automated Teller Machines.
- Fees and charges.
- Payments made by You on Your Account, chargebacks and refunds.
- Debit balance transfer from other Cards belonging to You or any Other Cardmember.

\* Transactions charged directly at hotels participating in Marriott Bonvoy®, standalone Marriott Bonvoy® retail establishments, and Marriott Bonvoy® online stores (including online purchases of Marriott branded gift cards), that in each case, are owned or managed by Marriott International, Inc. and its affiliates. Any purchases through a third party, such as an online travel agency or wholesaler, are not eligible for 5 Marriott Bonvoy® points per US\$, but will earn either 3 or 2 points, whichever is applicable. Purchases made at some restaurants and retail outlets located within a hotel may not be considered Marriott Bonvoy® hotel purchases if the outlet is operated by a third party and is not managed by the Marriott property

- c. If You successfully dispute or otherwise request a refund in respect of any Transaction for which Marriott Bonvoy® Points have already been awarded to You, including but not limited to any Transaction involving a travel or hotel booking that you may later cancel, We may at Our option (i) withdraw the Marriott Bonvoy® Points from Your



## CARDMEMBER AGREEMENT



Marriott Bonvoy® Account or (ii) debit Your Account for the value of those Marriott Bonvoy® Points awarded to Your Marriott Bonvoy® Account. In such cases, once You have initiated a dispute or otherwise requested a refund for any Transaction for which Marriott Bonvoy® Points have been awarded, We will suspend the transfer of any further Marriott Bonvoy® Points to Your Account until the equivalent of the Marriott Bonvoy® Points awarded in respect of the Transaction for which You have initiated a dispute or for which You have requested a refund has been recovered.

- d. Marriott Bonvoy® Points accruing as a result of Eligible Transactions performed by a Supplementary Cardmember shall be credited to Your Marriott Bonvoy® account.
- e. We may, at Our discretion, and after notification to You in accordance with clause 15 of this Agreement change the Eligible Transactions.

### 2. **Redemption of Marriott Bonvoy® Points**

- a. Marriott Bonvoy® is solely responsible for the redemption of Marriott Bonvoy® Points and We have no liability or responsibility to You or any other person in this regard.
  - b. We give no warranty or guarantee as to the quality, condition or suitability of any goods or services provided on redemption.
- c. We shall not be liable or responsible to You or any other person for any loss, damage or claims suffered by them in respect of any goods or services provided in redemption of Marriott Bonvoy® Points or as a result of any product or service being unavailable.
- d. Marriott Bonvoy® shall be solely liable to You for the redemption of Marriott Bonvoy® Points and We give no guarantee and have no liability to You or any other person for any failure to redeem Marriott Bonvoy® Points by Marriott Bonvoy® or any other person.

### 3. **Card Activation**

If You fail to activate Your account, close Your Account within [8 weeks] of approval, or close Your Account prior to paying Your Annual Fee, Your Marriott Bonvoy® benefits including Elite Status, Elite Nights and Free Night Award earned through Your Marriott Bonvoy® American Express® Card activation will be removed from your Marriott Bonvoy® Account.

### 4. **Welcome Bonus**

To qualify for the 30,000 bonus Marriott Bonvoy® Points, the Primary Card Member must have at least \$3,000 USD in total eligible purchases posted to their Card Account during first 90 days after card issuance.

This award will be awarded once per Cardmember.

### 5. **Complimentary Elite: Silver Elite**

- a. Complimentary Silver Elite status benefit is only available after verification of Your Marriott Bonvoy® American Express Credit Card and Marriott Bonvoy® Active Membership Status, such verification is conducted between American Express Saudi Arabia and Marriott Bonvoy®.



## CARDMEMBER AGREEMENT



- b. This complimentary Silver Elite status benefit is only available to the Primary Cardmember on the Card Account and is not available for Supplementary Cardmembers.
- c. If you qualify for higher Elite Status under the Marriott Bonvoy® Loyalty Program Terms and Conditions, that qualification will take precedence.
- d. All services, amenities and benefits for Marriott Bonvoy® Silver Elite members are subject to change without notice.
- e. Marriott International, Inc. reserves the right to modify or change the Marriott Bonvoy® Loyalty Program Terms and Conditions, including benefits at any time. This may include a change to benefits if your Card is cancelled or if a switch from base to premium card type.
- f. Some hotel benefits for Silver Elite members do not apply if you are not staying at an eligible room rate (e.g. where you book through a third-party channel).
- g. A Marriott Bonvoy® Silver Elite member will receive all Marriott Bonvoy® Silver elite benefits as described benefits such as:
  - Get 10% More Points on Stays
  - Priority Late Checkout
  - Member Rates and Free Wi-Fi
  - and much more. To read more about the Silver tier please visit:  
<https://www.marriott.com/loyalty/member-benefits/silver.mi>

### 6. **Elite Upgrade: Gold Elite**

- a. If Your total Eligible purchases on Your Marriott Bonvoy® American Express Card Account reach US\$ 30,000 in any Account year, You will be eligible for Marriott Bonvoy® Gold Elite status for a one-year period.
- b. This upgrade to Gold Elite status benefit is only available to the Primary Card Member on the Card Account; however, total eligible purchases made by Additional Supplementary Cardmembers will contribute to the purchase requirement.
- c. Total eligible purchases mean purchases for goods and services minus returns and other credits.
- d. If You enroll for the Card, the Card Anniversary Period will be from the date of enrollment for a period of one year.
- e. If You achieved the Gold Elite status for the first year in the middle of the year, Your second year eligible spends to retain the Gold Elite status will be counted through the calendar year starting from January until the end of December.
- f. Status upgrades shall generally take place within 30 days of the date that We notify Marriott that a Card Account has met the spend threshold described above.
- g. Your upgrade to Marriott Bonvoy® Gold Elite status is valid for one year once You become eligible.
- h. If You qualify for higher Elite status under the Marriott Bonvoy® Loyalty Program Terms and Conditions, that qualification will take precedence.



## CARDMEMBER AGREEMENT



- i. Marriott Bonvoy® Gold Elite status benefits such as:
  - Get 25% More Points
  - Priority Late Checkout
  - Enhanced Room Upgrade
  - and much more. To read more about the Gold tier please visit:  
<https://www.marriott.com/loyalty/member-benefits/gold.mi>
- j. All services, amenities and benefits for Marriott Bonvoy® Elite members are subject to change without notice.
- k. Marriott International, Inc. reserves the right to modify or change the Marriott Bonvoy® Loyalty Program Terms and Conditions, including benefits, at any time.
- l. Some hotel benefits (such as In-Room internet access) for Elite members do not apply if you are not staying in connection with an eligible room rate (such as booking through third-party channel).

### 7. **Elite Night Credit**

- a. The 15 Elite Night Credits will be credited annually to Your Marriott Bonvoy® Member Account within 60 days upon opening Your Card Account and upon paying your annual fee on first year and going forward on each Card Account anniversary after payment of annual fee.
- b. To be eligible to receive the Elite Night Credits with Marriott Bonvoy® American Express Card, You must be the Primary Cardmember, your Card Account must be in good standing at the time of the Elite Night Credit deposit, and you must have an active Marriott Bonvoy® program account
- c. To receive the Elite Night Credit deposit, Your Card Account must be linked to a Marriott Bonvoy® program account in Your name.
- d. If there is a delay in payment of the annual fee, regardless of whether You pay the annual fee, the Elite Night Credits will be invalid.
- e. The annual fee for the second year and for each year thereafter will be paid in the same month every year.
- f. The Card anniversary period may change due to the reissue of the Card, such as changing the Card number.
- g. If a Cardmember has more than one Marriott Bonvoy® account, then their Marriott Bonvoy® member accounts will be merged and a maximum of 15 Elite Night Credits for each membership Account will remain even if multiple Marriott Bonvoy® accounts have received more than 15 Elite Night credits.
- h. You can only receive a maximum of 15 Elite Night Credits per year even if you have more than one Marriott Bonvoy® credit card account or Marriott Bonvoy® charge card account, including cards issued by other banks.
- i. As long as Your Card remains active, You will receive a once per annum 15 Elite Night Credits toward the next level of Marriott Bonvoy® Elite status per one Marriott Bonvoy® Member Account.



### 8. US\$ 100 Property Credit, Luxury Credit Card Rate

- a. To receive the US \$100 property credit ("Property Credit"), you must book using the member rate named "\$100 Property Credit, Luxury Credit Card Rate" and pay, upon checkout, with your eligible Marriott Bonvoy® American Express Card issued by American Express Saudi Arabia.
- b. When you book through [www.marriottbonvoy.com](http://www.marriottbonvoy.com) or by calling Marriott Bonvoy® at 1-800-450-4442, for a two-night minimum stay at The Ritz-Carlton or St. Regis using the member rate named "\$100 Property Credit, Luxury Credit Card Rate", you will be eligible to receive a Property Credit of up to US\$ 100 per booking to be used on qualifying purchases on property including dining, spa services and hotel recreational activities that are not managed by a third party.
- c. When booking online, You must be logged into the Marriott Bonvoy® account linked to your Card account to be eligible to book this rate.
- d. When booking by phone, please reference the "\$100 Property Credit, Luxury Credit Card Rate" member rate.
- e. You must confirm you are booking the correct US\$ 100 Property Credit rate at time of booking.
- f. The Cardmember will receive a credit equal to US\$ 1 for each dollar of qualifying charges made at the property under the Cardmember's booking, up to US\$ 100.
- g. The Property Credit will be applied as a credit on Your bill upon checkout (and not on your American Express billing statement).
- h. Qualifying charges do not include property fees, taxes, gratuities and the cost of the room. Additional exclusions based on specific hotel restrictions may also apply (including, without limitation, purchases within the hotel that are made with a third-party merchant and alcohol where prohibited by local ordinances).
- i. You must use your eligible Marriott Bonvoy® American Express Card to pay your bill upon checkout.
- j. Stays booked by the Primary Cardmember on the eligible Card account are eligible for the US\$ 100 Property Credit benefit.
- k. Supplementary Cardmembers on Your account are not eligible for this benefit. Each booking is only eligible to receive a property credit of maximum up to US\$ 100, regardless of the number of rooms booked.
- l. The Property Credit cannot be carried over to another stay, is not redeemable for cash, and expires at checkout if not used on qualifying purchases on property during the stay.
- m. The Property Credit is non-exchangeable, non-transferable and non-refundable and is applied in USD or equivalent in local currency based on exchange rate at time of checkout.
- n. May not be combined with other offers or programs unless indicated. Back-to-back stays within a 24-hour period at the same property are considered one stay.





### 9. Free Night Award

- a. Each year, 8–10 weeks after Your annual fee payment and Card anniversary period. You will earn an annual Free Night Award redeemable within one (1) year from issuing the Free Night Award for either single or double occupancy standard room (upon availability) at hotels participating in Marriott Bonvoy® with a Marriott Bonvoy® Point redemption level of up to 35,000 Points, inclusive of room rate and applicable taxes but exclusive of resort fee.
- b. Account must be in good standing.
- c. The Free Night Award is only available to the Primary Cardmember on the Card Account.
- d. The Free Night Award can be redeemed for a one-night stay inclusive of room rate and applicable taxes at participating Marriott Bonvoy® hotels with a redemption level at or under 35,000 Marriott Bonvoy® Points. You are able to redeem or purchase up to 15,000 Marriott Bonvoy® Points to expand the value of your Free Night Award in accordance with the Marriott Bonvoy® Terms and Conditions located at: <https://www.marriott.com/loyalty/terms/default.mi>.
- e. Some hotels may have mandatory service charges, tax or resort fees which are not included with the value of the Free Night Award and must be paid by the Cardmember.
- f. The Free Night Award will not be applied if the card has been cancelled or if payment is overdue upon program period end.
- g. In addition, the Free Night Award may not apply if the customer registration information has not been verified with Marriott Bonvoy®.
- h. You will receive an email from Marriott Bonvoy® to the email address listed on your Marriott Bonvoy® member account confirming that the Free Night Award has been deposited into your Marriott Bonvoy® member account.
- i. The email will also provide instructions on how to redeem your Free Night Award.
- j. To redeem the Free Night Award, you must log into your Marriott Bonvoy® member account and apply the “Free Night Award” provided to you by Marriott Bonvoy® during booking.
- k. “Free Night Awards” may not be transferred, extended beyond the expiration date, or re-credited for Marriott Bonvoy® Points. To qualify for the Free Night Award, your Account must be open and not in default at the time of the “Free Night Award” issuance.
- l. Visit <https://www.marriott.com/loyalty/terms/default.mi> section 1.2a for a list of properties that participate in the Marriott Bonvoy® program.
- m. American Express Saudi Arabia is not responsible for fulfillment of “Free Night Award” redemptions.
- n. Redemptions are subject to the Marriott Bonvoy® Loyalty Program Terms and Conditions.



## 10. Miscellaneous

- a. We may, by giving You notice modify, suspend or withdraw Marriott Bonvoy® program benefits. No prior notification will be given in the event the Marriott Bonvoy® program has been suspended or withdrawn by Marriott.
- b. You agree that We may provide details concerning You (including details of the value and nature of any Transactions performed on Your Account) to Marriott Bonvoy®.
- c. The award of Marriott Bonvoy® Points and the redemption of Marriott Bonvoy® Points shall also be subject to Marriott Bonvoy® Loyalty Program Terms and Conditions as amended by Marriott Bonvoy® from time to time. In case of any inconsistency between this Agreement and Marriott Bonvoy® Loyalty Program Terms and Conditions, this Agreement will prevail.
- d. You will get the bonus Points only once during Your tenure with Us. If You cancel the Card and reapply, the 30,000 bonus points will not be granted.
- e. Family members (Supplementary cards) Points collection is under one pool (Primary account).
- f. Marriott Bonvoy® Members will receive notification from Marriott Bonvoy® upon any Points activity throughout the Marriott Bonvoy® Account (add, redeem, upgrade, etc.)
- g. When you apply and are approved for a card, you authorize American Express Saudi Arabia and Marriott International to share information provided on your application for marketing and administrative purposes as permitted by law in order to provide Marriott Bonvoy® benefits and card servicing. Accounts subject to credit approval. Restrictions and limitations apply.

## 22. Registering the Card in Mobile Wallets

Registering (Provisioning) the Card in mobile wallets such as ApplePay, MADA Pay... etc. is an unconditional and irrevocable authorization issued by the Cardmember to the person using the mobile or any accessories that accept mobile payment at any time for any transaction. The Cardmember is therefore directly responsible for all obligations arising from these transactions as if these obligations originated from the Cardmember him/herself. In the event of loss of the Card, mobile phone or any accessories that accept mobile payment (in case the card is provisioned in such wallets), the Cardmember shall immediately notify Us with the request to stop mobile payment transactions. The Cardmember shall be responsible for any transactions performed by mobile\ accessories before We receive written or telephone notification to stop the mobile payment transactions through Our Authenticated Communication channels.

## 23. ELECTRONIC SIGNATURES

1. We have implemented an electronic signature protocol using one or more electronic signature systems that are specially designed to work independently or with another electronic data system to generate electronic signatures (each, an "Electronic Signature System"). You may register through Our website with an Electronic Signature System,



## CARDMEMBER AGREEMENT



which will enable You and Us to entering into binding electronic transactions without the need for “wet” or “blue ink” signatures and witnesses.

2. Upon registration with an Electronic Signature System, You will be able to initiate electronic transactions using an Electronic Signature System in respect of Your Account and have them authenticated as coming from You by an approved certification service provider (each, a “Certification Service Provider”) that is licensed to issue a digital certificate (each, a “Digital Certificate”). The Certification Service Provider will apply a Digital Certificate to electronic transactions initiated by You authenticating the electronic transaction as one coming from You. You agree that any electronic transaction authenticated by a Certification Service Provider as coming from You, as evidenced by a Digital Certificate issued by a Certification Service Provider, shall be legally binding upon You in the absence of manifest error and that this confirmation by You is irrevocable and not subject to legal challenge.
3. You shall be entitled to rely on electronic transactions that appear to be initiated byas legally binding upon Us if they are generated through an Electronic Signature System evidenced by a Digital Certificate issued by a Certification Service Provider in the absence of manifest error.
4. All electronic transactions conducted between You and Us in respect of Your Account under this clause 21 shall be subject to the Electronic Transactions Law, issued pursuant to Royal Decree No. M/18 dated 8/3/1428 H (corresponding to 27/03/2007 G), and all other applicable laws that may be issued and enforced subsequently from time to time.

## 24. FEE AND CHARGES

1. Any fees and charges referred to herein shall be at the rates set out in Annex “A”, as amended from time to time pursuant to clause 6.1. Please read the following important information carefully prior to using the Card(s). The use of the Card(s) shall be deemed as Your formal and absolute approval to our Initial Disclosure Statement and this Cardmember Agreement. If You have any questions, please call our Customer Service 800 124 2229 (inside the Kingdom of Saudi Arabia) and (+966 11) 292 666 (Overseas).
2. Your Account will be billed either in Saudi Riyals or US Dollars as indicated on Your monthly Statement. The Annual Fees as mentioned in Annex “A” will be included on Your first Statement of Account.
3. In the case of Charge Cards, the entire Current Balance on Your monthly Statement is due for payment on or before the Payment Due Date shown on the Statement.
4. All Cash Withdrawal Transactions attract a Cash Withdrawal Fee at the rate mentioned in Annex “A”. This fee will be billed to Your Account along with the amount You have withdrawn. This fee will be debited to Your Account at the time of posting Your Cash Withdrawal Transaction.
5. A maximum grace period of 25 days will be granted to settle Your Current Balance or Your Minimum Payment Due, and the Payment Due Date will be indicated on Your Statement.



## CARDMEMBER AGREEMENT



6. All Transactions (including Cash Withdrawals) that are performed in a currency which is not the billing currency of Your Account will be converted into the Account's billing currency using prevailing interbank rates selected from usual industry sources on the business day prior to the date of processing the Transaction. A Foreign Exchange conversion fee at the rate mentioned in Annex "A" on the converted amount will be added by Us. Refer to clause 5 of the Cardmember Agreement. An illustrative example is given below:

Description	Purchase Transaction*	Cash Transaction*
<b>Transaction Value</b>	EUR 100	EUR 100
<b>Assumed EUR/US\$ Exchange Rate</b>	EUR 1 = US\$ 1.05	EUR 1 = US\$ 1.05
<b>US\$ Equivalent</b>	US\$ 105	US\$ 105
<b>Foreign Exchange Conversion Fee @ 2.75%</b>	US\$ 3.32	US\$ 3.32
<b>Total Transaction Value in US\$</b>	US\$ 108.32	US\$ 108.32
<b>Assumed US\$/SAR Exchange Rate</b>	US\$ 1 = SAR 3.75	US\$ 1 = SAR 3.75
<b>Total Transaction Value in SAR</b>	SAR 406.20	SAR 406.20
<b>Cash Withdrawal Fee (Billed Separately on Your Statement)</b>	Not applicable	US\$ 23 or SAR 86.25
<b>Total Transaction Value including Cash Withdrawal Fee</b>	Not applicable	US\$ 131.32 or SAR 492.45

\* The illustration above is inclusive of VAT

### Plan It - EQUAL MONTHLY INSTALLMENT Program Terms and Conditions

1. Plan IT Eligibility: Plan It equal monthly installments is available to all Cardmembers who hold valid American Express Cards and carry out purchase transactions above a minimum threshold identified by American Express Saudi Arabia from time to time. Both, local and international purchase transactions made on either Primary or Supplementary American Express Cards can be converted to equal monthly installments facility, if all other eligibility criteria are met. Cash advances shall not be eligible for transfer to an equal monthly installments facility.
2. The Cardmember's eligibility to avail the equal monthly installments shall depend on account present status, the good standing of the Card account in accordance with the American Express Card conditions, the policies, procedures, guidelines and general terms and conditions of American Express Saudi Arabia applicable at the relevant time.
3. The total amount covered under the equal monthly installments along with the Murabaha Margin amount for the tenure and the initiation fee will be charged to the Card, as a result of which, the available Credit Limit under the Card shall be reduced. The available Credit Limit shall increase as the Cardmember pays the due monthly installments.



## CARDMEMBER AGREEMENT



4. The Cardmember should ensure that the relevant Card is not blocked, there are no overdue payments, and the outstanding balance is not over the limit assigned to such Card. All payments should be made regularly by the Cardmember to settle any outstanding dues under the Card.
5. The Cardmember may request a Credit Limit increase if a transaction exceeds the Cardmember's assigned Credit Limit. If the Credit Limit request is approved, then the Cardmember may avail the equal monthly installments facility for this transaction.
6. A transaction can be converted into equal monthly installments with effect from the date it is posted on the relevant Card. In case a transaction has been declared void, the request may not be processed.
7. Equal monthly installments will be applicable to the Cardmember only after the Cardmember has been informed of the related charges.
8. In order to avail equal monthly installments facility Cardmember shall either make a request to American Express Saudi Arabia either by submitting a request over recorded telephonic call or make a request through Authenticated Channels. American Express Saudi Arabia shall conduct a detailed review to confirm that the request meets the program's eligibility conditions.
9. Customer Services team can also proactively promote and book the instalment plan feature through recorded line and sharing the terms and conditions and plan by email.
10. American Express Saudi Arabia may approve or reject the request of converting the transaction into instalment plan as per American Express Saudi Arabia policy of eligible transactions and customer's eligibility and then the customer would be informed about the reason within a week from the date of the decision Through a documented/ authenticated communication means.
11. Once approved, American Express Saudi Arabia shall communicate to the Cardmember that the requested amount has been converted to equal monthly installments as per agreed tenure.
12. The request for equal monthly installments should be submitted before being billed in the statement and at least 3 working days before the statement date for timely processing before the Statement is generated.
13. Once the equal monthly installments scheme is set up for the Cardmember, the monthly Installment shall be billed as a transaction on the Card and shall appear on the Card statement as part of the Minimum Payment Due amount that the Cardmember will have to pay on or before the Payment Due Date (as specified in the Card Statement). Cardmember cannot change the tenure after the Transaction is transferred to the equal monthly installments facility.
14. If a Cardmember chooses to cancel or settle the outstanding amount under the equal monthly installments scheme before completion of the Tenure, Cardmember shall be required to pay the full principal outstanding and unpaid Murabaha Margin of the remaining period of tenure. However, American Express Saudi Arabia may reimburse



Murabaha Margin to Cardmembers for the unutilized period, and such reimbursements shall be at the sole discretion of AMEX Saudi Arabia.

15. If the Cardmember decides to cancel or close a Card account while an equal monthly installments facility is still under way, the equal monthly installments facility will immediately cease to exist and the unpaid balance amount along with the unpaid Murabaha Margin will be immediately due from the Cardmember. The entire outstanding amount including the unpaid principal and the unpaid Murabaha Margin of the remaining period shall be payable by the Cardmember before account closure. However, American Express Saudi Arabia may reimburse Murabaha Margin to Cardmembers for the unutilized period, and such reimbursements shall be at the sole discretion of American Express Saudi Arabia.
16. American Express Saudi Arabia shall have the right to terminate the equal monthly installments facility at any time by giving 30-day notice to the Cardmember or as mentioned in the Cardmember agreement.
17. If the equal monthly installments facility, or the Card itself, is cancelled or terminated by American Express Saudi Arabia for any reason during the equal monthly installments Tenure, the outstanding unpaid amounts and any payable Murabaha Margin amount shall become payable by the Cardmember within the 30-day period.
18. American Express Saudi Arabia may, at its sole discretion, decide to cancel a Cardmember's equal monthly installments facility if the Cardmember misses a payment on a due date for any single period. However, if the Cardmember misses due payments for three consecutive months for both credit and charge cards, the equal monthly installments facility shall be automatically cancelled and the remaining equal monthly installments outstanding balance shall be added to the existing outstanding balance of the Cardmember.
19. When the equal monthly installments facility is cancelled due to late payment, all remaining outstanding balance will be transferred to the Card's outstanding balance and the minimum amount due will either be the full balance for charge cards or 5% of the balance due amount for credit Cards. This outstanding equal monthly installments balance includes the entire equal monthly installments Murabaha Margin that had been agreed upfront with the Cardmember for the full equal monthly installments tenure. However, American Express Saudi Arabia may reimburse Murabaha Margin to Cardmembers for the unutilized period, and such reimbursements shall be at the sole discretion of American Express Saudi Arabia.
20. Once the equal monthly installments facility is closed and the equal monthly installments outstanding balance is transferred to the Card's outstanding balance, this amount shall attract the regular Murabaha Margin (for Credit Cards) and/ or Initiation Fee (for Charge Cards) as specified in the Cardmember Agreement until the balance is settled.
21. In case of over payment, the installment amount will not be rescheduled and it will show as a credit balance on the Cardmember outstanding and will not net off the equal monthly installments Plan amount.



## CARDMEMBER AGREEMENT



22. Installment period cannot be changed to another period after it has been processed.
23. In case of a card renewal or replaced, all transactions on the old card will be transferred to the new card including the installment plans.
24. American Express Saudi Arabia reserves the right to amend or alter these terms and conditions at any time by giving 30 days prior notice.
25. The merchant is solely responsible for all obligations and liabilities in connection with the supply of goods/services or any defect or damage with no responsibility holds to American Express Saudi Arabia. In case of any dispute arises in connection with the purchase or the provision of any goods or services with the merchant the Cardmember must resolve such disputes directly with the merchant. American Express Saudi Arabia is not responsible for the investigating into or resolving any such dispute. The liability of the Cardmember and his obligation to make payment to American Express Saudi Arabia shall not be affected by any such disputes.
26. The installment program is governed by these terms and conditions in addition to the terms and conditions mentioned in the Cardmember Agreement together with any other terms and conditions to be laid down by American Express Saudi Arabia at any time.
27. American Express Saudi Arabia may cancel the instalment plan for a material reason or with customer's consent.
28. American Express Saudi Arabia must not increase the amount of fees and commissions to be paid by a customers after obtaining the service or product and signing the contract/agreement or the like. An exception is the fees and commissions related to a third party, provided that they are associated with the customer's benefit of the financed asset, in addition, American Express Saudi Arabia must enable the customer to object in the event of their non-consent to the notification received through one of the documented/authenticated channels.

## Annex "A" Applicable Fees and Charges

Types of Fees	Description	Fee Amount
<b>Annual Fee*</b>	A fixed annual fee charged at the time of Card activation and thereafter at every anniversary. At a Cardmember's request, this fee may be paid in monthly installments.	The American Express Blue Card - SAR 230 The American Express Gold Credit Card – SAR 460 The American Express Platinum Credit Card – SAR 1035/US\$276 Alfursan American Express Credit Card – US\$ 287.50 The Marriott Bonvoy American Express Credit Card – US\$ 230 The American Express Green Card– US\$ 172.5 The American Express Gold Card – SAR 908.5/US\$ 241.50 The American Express Platinum Card – US\$ 1150
<b>Monthly Fee</b>	A fixed monthly fee charged against issuance and renewal of Cards. At a Cardmember's request, this fee can be paid annually.	The American Express Blue Card - SAR 19.55 The American Express Gold Credit Card – SAR 39.1 The American Express Platinum Credit Card – SAR 86.25 / US\$ 24.15 Alfursan American Express Credit Card – US\$ 25.3 The Marriott Bonvoy American Express Credit Card – US\$ 19.55 The American Express Green Card – US\$ 17.25 The American Express Gold Card – SAR 75.9 / US \$20.70 The American Express Platinum Card – US\$ 97.75
<b>Murabaha Margin</b>	30-Day Murabaha Margin: The profit margin charged when settling the unpaid portion of a card transaction which was performed 30 days prior to a cardmember's cycle date (or statement date). <b>Murabaha Margin:</b> Murabaha Margin is the markup charged to Cardmembers who did not settle their full statement balance before the Payment Due Date, or have an outstanding balance on their account. This Murabaha Margin is calculated using the 30-Day Murabaha Margin rate, applied to each card transaction balance not paid off in full, from the date the transaction was performed, covering the number of days up till the cycle date (or statement date) .	2.75%
<b>Supplementary Card Fee (Optional)*</b>	Fixed fee charged at the time of Card activation and thereafter at every anniversary. At a Cardmember's request, this fee may be paid in monthly installments for certain Card types as indicated.	The American Express Blue Card - SAR 115 The American Express Gold Credit Card– SAR 115 The American Express Platinum Credit Card – SAR 517.5/US\$138 Alfursan American Express Credit Card – US\$ 69 The Marriott Bonvoy American Express Credit Card – US\$ 115 The American Express Green Card – US\$ 86.25 or 12 monthly installments at \$7.19 per month The American Express Gold Card – SAR 431.25/US\$ 115 The American Express Platinum Card: Metal - \$575 or 12 monthly installments at \$51.75 per month Plastic - \$287.5

Types of Fees	Description	Fee Amount
<b>Cash Withdrawal Fee*</b>	Fixed fee charged per Cash Withdrawal Transaction	SAR 86.25/US\$ 23
<b>Foreign Exchange Conversion Fee*</b>	Fixed percentage rate fee charged on the value of a Transaction made in non-billing currency. There is no Foreign Exchange Conversion Fee if Alfursan American Express Card or Green American Express Card is used in Saudi Riyal or Marriott Bonvoy American Express Credit Card	2.75%
<b>Statement Request Fee (more than three months)*</b>	Fixed fee charged per transaction, except for Statement request in case of Your default, which shall be free of charge even if more than three months.	SAR 46/US\$ 11.50 per Statement
<b>Refund of Credit Balance Fee*</b>	Fixed fee charged per transaction	SAR 115/US\$ 31.05 per request
<b>Dispute Handling Fee *</b>	Fixed fee charged per transaction	SAR 57.50/US\$ 15.33 per dispute
<b>Card Replacement Fee*</b>	Fixed fee charged per Card replacement	SAR 115/US\$ 31.05
<b>Membership Rewards Program Fee (Optional)*</b>	Fixed fee charged for Cards enrolled in Membership Rewards loyalty program	SAR 107.81/US\$ 28.75 from second year onwards for The American Express Blue Card, The American Express Gold Credit Card, and The American Express Gold Card; there is no Membership Rewards Program Fee for other Cards covered by this Agreement
<b>Plan It - Equal Monthly Installments Initiation Fee</b>	Fee charged at the time of booking of EMI	57.5 SAR
<b>Plan It - Equal Monthly Installments Murabaha Margin</b>	Murabaha Margin on transaction amount converted to EMI	0 -1.5%* *1% on Transactions below 25000 SAR, 1.5 % on Transactions above 25000 SAR, 0% on specific merchants only mentioned on American Express Saudi Arabia website and Amex KSA app.

\* The above fees are inclusive of VAT.

Ø Refund of Credit Balance Fee: means the fee charged when You request a refund on the credits on Your Account that exceed the amounts You owe.



## Annex “B” Variables

Cash Withdrawals Maximum Limit *	Up to 30% of credit limit
<b>Minimum Payment Due (for Credit Cards only)</b>	<p>a. If Your Statement Current Balance exceeds SAR 100 (for Saudi Arabian Riyals) or US\$ 50 (for US Dollar Cards), the Minimum Payment Due will be:</p> <ol style="list-style-type: none"> <li>1. 5% of Your Statement Current Balance; or SAR 100 (for Saudi Arabian Riyal Cards) or US\$ 50 (for US Dollar Cards), whichever is higher; plus</li> <li>2. The portion of Your Statement Current Balance that exceeds the Credit Limit including overdue amounts, if any.</li> </ol> <p>b. If Your Statement Current Balance is below SAR 100 (for Saudi Arabian Riyal Cards) or US\$ 100 (for US Dollars Cards), the Minimum Payment Due will be Your Statement Current Balance.</p>
<b>Minimum Payment Due (for Charge Cards with a revolve feature)</b>	<p>a. If your Statement Current Balance exceeds or US\$ 50), the Minimum Payment Due will be:</p> <ol style="list-style-type: none"> <li>a. 5% of Your Statement Current Balance; or US\$ 50, whichever is higher; plus</li> <li>b. The portion of Your Statement Current Balance that exceeds the Revolve Limit, including charge spends and overdue amounts, if any.</li> </ol> <p>b. If Your Statement Current Balance is below US\$ 50, the Minimum Payment Due will be Your Statement Current Balance.</p>

\* The amount of each Cash Withdrawal may be further subject to the applicable daily withdrawal limit of the respective ATM utilized, jurisdiction and the Card type.



**DON'T** *live life* **WITHOUT IT™**