

# Cardmember Agreement

Last updated March 2019

## 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
Account	Any account maintained by American Express Saudi Arabia in relation to Your Card
Administrative Fee	A fixed monthly fee charged against availing of the Charge Card and the services offered thereunder
Annual Fee	A fixed annual fee charged against issuance and renewal of Cards
Authenticated Communication	Any instructions received by You through recorded, verifiable, and retrievable medium paper, electronic or verbal
Card	Your Credit or Charge Card from American Express
Cardmember's (Your) Tawarruq Transactions Agent Nomination Agreement	The agreement entered into by You at the time of Account opening nominating Your Tawarruq Transactions Agent to effect Tawarruq Transactions in respect of Your Credit Card Account
Cardmember's (Your) Tawarruq Transactions Agent	The agent nominated by You in the Cardmember's Tawarruq Transactions Agent Nomination Agreement to effect Tawarruq Transactions in respect of the Current Balance on Your Credit Card that is not paid in full by the Payment Due Date
Cardmember	You
Cash Withdrawals	Any cash withdrawal made using the Card availed by means of presenting the Card at any American Express branch or office or partner institutions together with evidence of Your identity and after signing the necessary transaction record, affecting transactions at exchange houses, and using the Card to withdraw cash at any American Express authorized automatic teller machine (ATM)
Charge Card	An Interest-Free, Shari'a compliant Card that requires You to pay the Current Balance as shown on each Statement. Our Charge Cards include The American Express Card, The American Express Gold Card and The Platinum Card.
Charity Organization	Charity licensed and registered in Saudi Arabia selected by Us and/or the Shari'a Board
Collection Fee	A fixed fee levied for Charge Cards if Your Account is overdue for three (3) months or more
Credit Card	An Interest -Free, Shari'a compliant Card that allows You to revolve by paying just 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, Alfursan American Express Credit Card
Credit Limit	The maximum amount You can owe us on the Account
Current Balance	The total closing balance on Your monthly Statement of Your Account
Eligible Transaction	Any Transaction except for those Transactions listed in clause 20(b)(iv) as may be amended pursuant to clause 21(b)(iii)
Alfursan Miles	The points 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
Alfursan Terms & Conditions	The Terms & Conditions issued by SAUDIA Airlines and in force from time to time which govern Alfursan Miles program
KYC	Know Your Customer
Late Payment Fee	A fixed fee charged if the Minimum Payment Due on a Credit Card as set out in Annex "B" is not made by the Payment Due Date, in accordance with clause 6.2. All such fee collected are donated to a Charity Organization under the supervision of the American Express Shari'a Board.
Minimum Payment Due	The amount shown on Your monthly Statement for Your Credit Card Account as the minimum amount that You need to pay to avoid the Late Payment Fee as set out in Annex "A"
Our Commodities Transactions Agents	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 Credit Cardmembers
Payment Due Date	The date shown on Your monthly Statement for Your Account which mentions the date by which the Current Balance (for Charge Cards) or the Minimum Payment Due (for Credit Cards) needs to be paid to avoid the Late Payment Fee and/ or suspension of Account
PIN	The Personal Identification Number given to You to use with the Card
Replacement Card	Card specially issued in case of loss, theft, damage, incorrect embossing name provided by You and non-receipt by You
Service Establishments	Retail and other outlets that accept the Card in payment for goods and services
Shari'a Board	Our Shari'a supervisory board, responsible for providing Shari'a opinions on, and certifying, the American Express Card products
SMS	Short message service
Statement	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).
Tawarruq Transaction	A transaction in which a Cardmember's Tawarruq Transactions Agent purchases commodities from Us on a murabaha basis for the Credit Cardmember's unpaid portion of Current balance
Value Added Tax "VAT"	Value Added Tax (or VAT) is an indirect tax imposed on all goods and services that are bought and sold by businesses, with a few exceptions
Murabaha Margin	A profit margin charged when settling the unpaid portion of the Current Balance of Your Credit Card Account through the sales proceeds of a Murabaha transaction
SAMA	Saudi Arabian Monetary Authority

<b>Supplementary Cardmember</b>	<b>Somebody other than You in whose name a Card is issued under Your Account</b>
<b>Transaction</b>	<b>Any payment made for goods or services or Cash Withdrawals obtained by using the Card</b>
<b>Unauthorized Transaction</b>	<b>Any Transaction made by someone who used the Card without Your permission</b>
<b>We, Us, Our</b>	<b>American Express Saudi Arabia or its successors</b>
<b>You, Your</b>	<b>You, Your The Account holder, the debtor under this Agreement</b>

## 2. ACCEPTANCE

If You sign or use the Card, You will be bound by the terms and conditions in this Agreement

## 3. USING THE CARD

Please note the following:

- Sign on the back of the Card in ink as soon as You receive it and ensure the same for any Supplementary Cardmember(s)
- Keep Your PIN a secret and separate from Your Card
- Stay within Your Credit Limit
- Use Your Card only within the expiry date printed on it
- Do not use the Card if it is damaged or cancelled
- Note that the Card is Our property and You must return it when asked by Us
- Note that a Service Establishment or other person acting on Our behalf can also retain the Card
- Do not allow any other person to use Your Card(s) and ensure the same for any Supplementary Cardmember(s)
- Do not use Your Card at a Service Establishment if You are a significant owner of that Service Establishment
- Do not use Your Card to fund the working capital needs of Your business
- 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)
- Note that Your Supplementary Cardmember will also be liable along with You for all Transactions, fees and charges incurred on their Cards
- 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
- 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
- Note that non-compliance with the provisions of this Agreement may result in:
  - Cancellation/suspension of Your Card/Supplementary Cardmembers' Cards without notice from Us
  - Decrease in Your Credit Limits 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
- 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 Shari'a. You shall ensure that the Card is not utilized for Transactions which are contrary, offensive or repugnant to Shari'a.
- 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(p), 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
- Priority pass and Boingo are granted at the sole discretion of American Express Saudi Arabia.
- 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

## 4. THE ACCOUNT

- We will debit to Your Account all Transactions made by You and Your Supplementary Cardmember(s)
- 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.

- We may refuse to approve any Transaction including Cash Withdrawals without giving any notice or reason to You.
- 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

- 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.
- After conversion of the Transaction amount to Your Account's billing currency, We will charge You a foreign exchange conversion fee on the converted amount at the rate specified in Annex "A" of this Agreement. The conversion will be made on the date of debiting Your Transaction to Your Account and this may not be the same date on which You performed the Transaction at the Service Establishment. All Transactions performed in currencies other than your Account billing currency or US Dollars will be first converted to US Dollars before being converted to Your Account's billing currency. Amounts converted by independent third parties are billed as converted by them.

## 6. FEES AND CHARGES

### 6.1 General

- 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.
- 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.
- Cash Withdrawal fees will be debited to Your Account at the time of posting of Your Cash Withdrawal Transaction(s).
- 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

- 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(a). 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.
- Where the Current Balance on Your Credit Card is not paid in full by the Payment Due Date, You agree to the purchase of Commodities owned by Us, through your Tawarruq Transaction Agent, appointed through the accompanying Tawarruq Transactions Agent Nomination Agreement.
- Your Tawarruq Transaction 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 or the Murabaha Margin.
- The Commodities You purchase from us shall be sold by Your Tawarruq Transaction Agent to a third party.
- You agree to repay the amount owed to Us in one instalment, before the next Payment Due Date.
- We will maintain records of each Tawarruq Transaction for audit purposes to ensure compliance with the procedures approved by Our Shari'a Board
- 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
- 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.
- If You do not pay at least the Minimum Payment Due on Your Credit Card by the Payment Due Date mentioned in Your Statement, a Late Payment Fee at the rate specified in Annex "A" will be debited to Your Account on the day Your

Statement is produced. We may retain the actual and direct loss or cost incurred due to the missed payment (excluding any loss of profit or cost of funding) from the Late Payment Fee and transfer the remainder to a Charity Organization in accordance with regulations and under supervision of our Shari'a Board.

### 6.3 Charge Card Specific Terms

- An Administrative Fee will be charged to Your Account at the rate specified in Annex "A". The Administrative Fee will be debited to Your Account on the day Your Statement is produced.
- We may reward You by crediting Your Account with an amount equal to the Administrative Fee or a portion thereof at Our sole and absolute discretion.
- We may charge You a Collection Fee at the rate specified in Annex "A" if Your Charge Card is overdue for 3 months or more.

## 7. CREDIT LIMIT

### 7.1 Credit Card

- We will assign a Credit Limit to Your Credit Card Account along with a Cash Withdrawal limit at Our discretion. We may decrease these Credit Limits without any prior notice to You. 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.
- If we decrease Your Credit Limit, You shall repay the outstanding dues on the Account in excess of the new Credit Limit so as to be within the new Credit Limit on or before the next Statement date.
- 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. 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 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

- a. 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 only) and Your Payment Due Date (for both Credit Cards and Charge Cards). In the case of Credit Cards, You shall pay the Minimum Payment Due (as defined in Annex "B"). In case of Charge Cards, You are required to pay in full, the Current Balance, every month, by the Payment Due Date.
- b. Your payment of Your dues to Us must be in the billing currency of the Card Account
  - i. 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(a) and 5(b) respectively
  - ii. 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
  - iii. 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
  - iv. 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
- c. Please note that making only Minimum Payments on Your Credit Card may result in You taking a prolonged period of time to repay Your amounts owed to Us in full
- d. 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:
  - i. We will first repay any fees and charges posted to Your previous Statements for Your Account
  - ii. We will then repay any Cash Withdrawal Transactions posted to Your

previous Statements of Your Account

- iii. We will then repay any debit non-Cash Withdrawal Transactions posted to Your previous Statements for Your Account
  - iv. We will then repay any fees and charges posted to Your current Statement for Your Account
  - v. We will then repay any debit Cash Withdrawal Transactions posted to Your current Statement for Your Account
  - vi. We will repay any debit non-Cash Withdrawal Transactions posted to Your current Statement for Your Account
- e. 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
  - f. You will be responsible for any direct debit instructions issued on Your Account. Any disputes must be resolved directly between You and Your bank
  - g. 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
  - h. 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 60 days
    - i. 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
    - j. 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
    - k. 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
    - l. We shall credit Your Account with the amount of any Transaction refund only upon receipt of such refund from the applicable Service Establishment
    - m. We reserve Our right to take criminal proceedings in the event of a cheque being stopped or dishonored

## 9. QUERIES

- a. 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, Saudi Arabia. Our Telephone numbers are 9200 226 39 or (+966 11) 292 6666
- b. 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 Card) and continue to pay Us the Minimum Payment Due (for Credit Card) shown on Your monthly Statement. Any dispute between You and the Service Establishment should be settled directly between You and the Service Establishment
- c. 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
- d. 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

- a. You may end this Agreement at any time by communicating with Us directly through Our official 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.
- b. 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
- c. Unless clause 13(b) applies, You will still be responsible for all Transactions or Unauthorized Transactions that take place in relation to Your Account
- d. You have the right to cancel the agreement, without incurring any charges, within 10 days of receiving a credit or charge Card unless You have activated the Card.

## 11. RENEWING THE CARD

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

**12. DEATH 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 the 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**

- a. 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
- b. 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: 9200 226 39 or (+966 11) 292 6666. If You do this, You will not be responsible for losses arising from someone else using the Card. 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. Should You subsequently recover Your lost/stolen Card, please do not use it. Destroy the recovered Card by cutting it in half
- c. 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 and such loss is not reported to Us or (b) it is lost and misused before We are informed. 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
- d. 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. Immediately means as soon as You are aware but not later than 30 days from the receipt of Your monthly Statement
- e. If You have complied with this Agreement, a Replacement Card may be issued to You solely at Our discretion at the applicable fee
- f. You must notify us immediately if You change Your address or employment

**14. LIABILITY AND REFUNDS**

- a. 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
- b. We will only repay the amounts wrongly charged to Your Account
- c. 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
  - a. 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
    - iii. indirect, special or consequential damages

**15. CHANGE OF AGREEMENT**

- a. This Agreement may be amended by Us in Our discretion or pursuant to the direction of the Shari'a Board by giving You 30 calendar days prior notice. 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
- b. 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
- c. 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**

- a. You agree to comply with all applicable and prevailing exchange control regulations
- b. The Agreement is subject to the laws of the Kingdom of Saudi Arabia, and the jurisdiction of the Committee for the Settlement of Financial Disputes and Violations of the Saudi Arabian Monetary Authority (SAMA)
- c. We may pursue collection from You in any other jurisdiction in which You may be domiciled
- d. 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 up to date or overdue. 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 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 The Saudi Credit Bureau ("SIMAH") and electronically through AL-Elm Information Security Company ("Elm") and to disclose Your information to SIMAH, Elm, to Our authorized collection agencies or to any other agency approved by SAMA. All capitalized terms in this document will have the same meaning as defined in the Cardmember Agreement.
- e. 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
- f. We will:
  - i. 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
  - ii. 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
  - iii. 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
  - iv. 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

- v. 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
- vi. 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
- vii. Undertake all of the above within and outside Saudi Arabia
- viii. Undertake all of the above in respect of any Supplementary Cardmember on Your Account. Where You have approved the issue 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
- g. 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

- a. 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
- b. 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 shall remain liable for any misuse that takes place as a consequence of this inability. For the avoidance of doubt and divulgence of your financial information, You shall not use contact information that does not belong to you, such as relatives' mailing addresses
- c. 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
- d. 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
- e. 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
- f. Any notice given by Us hereunder will be deemed to have been received by You within seven days of posting to Your address last notified in writing to Us
- g. 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
- h. For information on our credit advisory services please visit [www.americanexpress.com.sa/creditadvisory](http://www.americanexpress.com.sa/creditadvisory)
- i. You will be held liable in the event it turns out that the information provided by you are false or misleading

## 18. GENERAL

- a. 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
- b. You acknowledge that We are not responsible for any of the services provided by third parties
- c. We may accept/act on verbal 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
- d. 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 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

- e. 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
- f. 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 [www.americanexpress.com.sa/termsandconditions](http://www.americanexpress.com.sa/termsandconditions).
- g. In certain situations American Express Saudi Arabia may require acceptable collateral from applicants for issuing the card or for reinstating the 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.
- h. Release of collateral where a Cardmember requests to continue to retain his 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

- a. 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 verbal/written instructions have emanated from You or Your nominated user to cancel Your Card/Cards issued to Your Supplementary Cardmembers
- b. We will become entitled to recover the outstanding dues together with all expenses and legal fees from Your estate on Your death, without prejudice to Our rights to continue to charge any fees and charges at prevailing rates until the dues are settled
- c. 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

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 2 (two) Alfursan Miles for every US\$ 3 debited to Your Card Account in relation to Eligible Transactions performed in SAR or US\$ and 1 (one) Alfursan Mile for every US\$ 1 debited to Your Card Account in relation to Eligible Transactions performed in currencies other than SAR or US\$. 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

- iii. If You successfully dispute any Transaction for which Alfursan Miles have already been awarded to You, those Alfursan Miles shall be withdrawn from Your Alfursan frequent flyer account. In such cases if Your Account has been closed, We may recover Alfursan Miles from any other Alfursan frequent flyer account held by You
  - iv. Alfursan Miles accruing as a result of Eligible Transactions performed by a Supplementary Cardmember shall be credited to Your Alfursan frequent flyer account
  - v. We may, at Our discretion, and after notification to You in accordance with clause 15 of this Agreement change the Eligible Transactions
- c. Redemption of Alfursan Miles
- i. 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
  - ii. We give no warranty or guarantee as to the quality, condition or suitability of any goods or services provided on redemption
  - iii. 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
  - iv. 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
- d. Benefits of Alfursan Silver Tier status: This is applicable only to Alfursan American Express Credit Card
- i. 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>
    - 25% extra SAUDIA Airlines Tier Miles on every flight
    - Rapid Check-in class
    - Special attention to luggage
    - Priority Boarding
    - Lounge access up to 3 family members
    - Additional baggage allowance (1 piece)
    - Priority Call handling
  - ii. 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.
- e. Miscellaneous
- i. 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.
  - ii. 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
  - iii. 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.
  - iv. 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 KSA.
  - v. You will get the bonus miles only once during Your tenure with Us. If You cancel the Card and reapply, the 15,000 bonus miles will not be granted.
  - vi. Family members (Supplementary cards) miles collection is under one pool (Primary account).
  - vii. Only roundtrip flights through SAUDIA airlines (Departing from and returning to the kingdom) will be eligible for the Silver Tier upgrade. Ex: (RUH-LHR-RUH) or (JED-DXB-JED)
  - viii. Alfursan Members will receive instant SMSs from Alfursan or Alfursan app notifications upon any miles activity throughout the account (add, redeem, upgrade, etc...)
  - ix. Upgrade doesn't apply for the following flights:
    - Multi-destination flights. Ex: (RUH-LHR-MAD-RUH)
    - Redemption tickets (Reward tickets).

## 21. FEE AND CHARGES

- a. 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 9200 226 39 or (+966 11) 292 6666
- b. 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 A ccount
- c. 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. Charge Card Accounts with payments overdue for three months or more will be levied a Collection Fee at the rate mentioned in Annex "A" for each month of delay until payment is made in full to clear all overdue balances
- d. 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
- e. 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. Payment not being made by the Payment Due Date will result in You being charged Late Payment Fee and collection fees and the whole outstanding balance on Your Card Account becoming immediately due and payable. Your non-receipt of the Statement shall not be considered to be a sufficient reason for non-payment of dues on time
- f. 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 Accounts 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. An illustrative example is given below:

Description	Purchase Transaction*	Cash Transaction*
Transaction Value	EUR 100	EUR 100
Assumed EUR/US\$ Exchange Rate	EUR 1 = US\$ 1.05	EUR 1 = US\$ 1.05
US\$ Equivalent	US\$ 105	US\$ 105
Foreign Exchange Conversion Fee @ 2.75%	US\$2.89	US\$2.89

Total Transaction Value in US\$	US\$ 107.89	US\$ 107.89
Assumed US\$/SAR Exchange Rate	US\$ 1 = SAR 3.75	US\$ 1 = SAR 3.75
Total Transaction Value in SAR	SAR 404.59	SAR 404.59
Cash Withdrawal Fee (Billed Separately on Your Statement)	Not Applicable	US\$ 20.00 or SAR 75.00
Total Transaction Value including Cash Withdrawal Fee	Not Applicable	US\$ 127.89 or SAR 479.59

\* The illustration above excludes VAT

### Annex "A" Applicable Fees and Charges

Types of Fees	Description	Fee Amount
Administrative Fee*	Fixed monthly fee charged on the day Your Charge Card Statement is produced We may reward You by crediting Your Account with an amount equal to the Administrative Fee or a portion thereof at Our sole and absolute discretion.	The American Express Card – US\$ 150/SAR 562.50 The American Express Gold Card – US\$ 250/SAR 937.50 The American Express Platinum Card – US\$ 500/SAR 1,875
Annual Fee*	Fixed fee charged at the time of Card issuance and thereafter at every anniversary	The American Express Blue Card - SAR 200 The American Express Gold Credit Card – SAR 400 The American Express Platinum Credit Card – SAR 900/US\$240 Alfursan American Express Credit Card – US\$ 250 The American Express Card – SAR 450/US\$ 120 The American Express Gold Card – SAR 790/US\$ 210 The American Express Platinum Card – SAR 2,815/US\$ 750
Murabaha Margin	A profit margin charged when settling the unpaid portion of the Current Balance of Your Credit Card Account through the sales proceeds of a Murabaha transaction.	2.75%
Supplementary Card Fee (Optional)*	Fixed fee charged at the time of Card issuance and thereafter at every anniversary	The American Express Blue Card - SAR 100 The American Express Gold Credit Card – SAR 100 The American Express Platinum Credit Card – SAR 450/US\$ 120 Alfursan American Express Credit Card – US\$ 60 The American Express Card – SAR 225/US\$ 60 The American Express Gold Card – SAR 375/US\$ 100 The American Express Platinum Card – SAR 1,315/US\$ 350
Cash Withdrawal Fee*	Fixed fee charged per Cash Withdrawal Transaction	SAR 75/US\$ 20
Late Payment Fee (Credit Cards only)*	Fixed fee charged if the Minimum Payment Due is not paid on or before the Payment Due Date	SAR 100/US\$ 27 per instance
Collection Fee (Charge Cards only)*	Fixed fee charged for Accounts with payments overdue for 3 months or more Collection Fee will be donated to charity	SAR 150/US\$ 40 per instance
Foreign Exchange Conversion Fee*	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 Credit Card is used in Saudi Riyals	2.75%
Cheque Returned Fee*	Fixed fee charged per transaction	SAR 150/US\$ 40 per cheque
Statement Request Fee (more than three months)*	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 40/US\$ 10 per Statement
Refund of Credit Balance Fee*	Fixed fee charged per transaction	SAR 100/US\$ 27 per request
Direct Debit Rejection Fee*	Fixed fee charged per transaction	SAR 150/US\$ 40 per rejection
Dispute Handling Fee (for invalid disputes only)*	Fixed fee charged per transaction	SAR 150/US\$ 40 per dispute
Overseas Payment Fee*	Fixed fee charged per transaction	SAR 375/US\$ 100 per overseas payment
Card Replacement Fee*	Fixed fee charged per Card replacement	SAR 100/US\$ 27
Membership Rewards Program Fee (Optional)*	Fixed fee charged for Cards enrolled in Membership Rewards loyalty program	SAR 93.75/US\$ 25 from second year onwards for The American Express Blue Card, The American Express Gold Credit Card, The American Express Card and The American Express Gold Card; there is no Membership Rewards Program Fee for other Cards covered by this Agreement

\* Value Added Tax ("VAT") of 5% will be levied in addition to the fee mentioned above. This VAT rate is subject to change based on prevailing tax laws.

### Annex "B" Variables

Cash Withdrawals Maximum Limit	SAR 3,000 (or its equivalent)
Minimum Payment Due (for Credit Cards only)	<p>A) If your Statement Current Balance exceeds SAR 100 (for Saudi Riyal cards) or US\$ 50 (for US Dollar cards), the Minimum Payment Due will be the higher of:</p> <ol style="list-style-type: none"> <li>1- 5% of Your Statement Current Balance or</li> <li>2- SAR 100 (for Saudi Riyals cards) or US\$ 50 (for US Dollar cards)</li> </ol> <p>B) If your Statement Current Balance is below SAR 100 (for Saudi Riyal cards) or US\$ 100 (for US Dollar cards), the Minimum Payment Due will be your Statement Current Balance.</p> <p>C) In addition to the amounts calculated as per points (A) or (B) above, the Minimum Payment Due will include any overdue and over-limit amounts.</p>