

Cardmember Agreement – Business Card



Last updated date: November 2018

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 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 verifiable and retrievable medium paper, electronic or verbal
Card	Your Business Card from American Express
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)
Collection Fee	A fixed fee levied for Cards if Your Account is overdue for three (3) months or more
Credit Limit	The maximum amount You can owe us on the Account
Charity Organizations	Charity licensed and registered in Saudi Arabia selected by Us and/or the Shari'a Board
Current Balance	The total closing balance on Your monthly Statement of Your Account
KYC	Know Your Customer
Payment Due Date	The date shown on Your monthly Statement for Your Account which mentions the date by which the Current Balance needs to be paid
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 opinion 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 and Payment Due Date
Supplementary Cardmember	Somebody other than You in whose name a Card is issued under Your Account
Transaction	Any payment made for goods or services or Cash Withdrawals obtained by using the Card
Unauthorized Transaction	Any Transaction made by someone who used the Card without Your permission
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
We, Us, Our	American Express Saudi Arabia or its successors
You, Your	The Account holder, 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

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)

- 
- b. Keep Your PIN a secret and separate from Your Card
 - c. Stay within Your Credit Limit
 - d. Use Your Card only within the expiry date printed on it
 - e. Do not use the Card if it is damaged or cancelled
 - f. Note that the Card is Our property and You must return it when asked by Us
 - g. Note that a Service Establishment or other person acting on Our behalf can also retain the Card
 - h. Do not allow any other person to use Your Card(s) and ensure the same for any Supplementary Cardmember(s)
 - i. Do not use Your Card at a Service Establishment if You are a significant owner of that Service Establishment
 - j. Do not use Your Card to fund the working capital needs of Your business
 - k. 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)
 - l. Note that Your Supplementary Cardmember will also be liable along with You for all Transactions, fees and charges incurred on their Cards
 - m. 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
 - n. 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
 - o. Note that non-compliance with the provisions of this Agreement may result in:
 - i. Cancellation / suspension of Your Card / Supplementary Cardmembers' Cards without notice from Us
 - ii. Decrease in Your Credit Limits without notice from Us
 - iii. Negative impact on Your credit bureau record and Your ability to obtain new credit facilities
 - iv. Litigation in the event of non-payment of Your dues
 - v. Increased financial burden on You due to fees and charges
 - vi. Financial losses to You due to Unauthorized Transactions due to Your failure to report loss / theft of Your Card promptly
 - p. 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.
 - q. 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

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) 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
- b. 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

- 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 30 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.
- e. 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.
- f. 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.
- g. We may charge You a Collection Fee at the rate specified in Annex "A" if Your Card is overdue for 3 months or more.

7. CREDIT LIMIT

- a. Our Business Cards have no pre-set spending limit. The purchasing power adjusts with Your use of the Card. No preset 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.
- b. 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 and Your Payment Due Date. 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 into the Card Account
 - 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. 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 and
 - vi. We will lastly repay any debit non-Cash Withdrawal Transactions posted to Your current Statement for Your Account
- d. 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
- e. You will be responsible for any direct debit instructions issued on Your Account. Any disputes must be resolved directly between You and Your bank
- f. 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
- g. 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
- h. 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
- i. 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

- j. 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
- k. We shall credit Your Account with the amount of any Transaction refund only upon receipt of such refund from the applicable Service Establishment

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 920026391 or 966 11 2926661
- 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 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 returning all Your Cards to Us and informing Us via an authenticated communication asking Us to end this Agreement. We can only end this Agreement when We receive all Cards cut in half and You have paid off all the amounts that You owe to Us. You can cancel a Card issued to a Supplementary Cardmember, by informing us by an authenticated communication. You will continue to be liable for all Transactions performed by the Supplementary Cardmember until We receive the Card cut in half
- 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

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: 920026391 or 966 11 2926661. 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 Cardmember in such investigations
- d. 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 days after the receipt of the notice by cutting the Card in half and advising us by an 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 Agency (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 monthly 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 delay to American Express Saudi Arabia 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 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 an authenticated communication. We may request certain information 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 an authenticated communication of any changes to Your personal information such as Your employment and/or office and/or residential address, telephone and mobile numbers, 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, 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
- 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 You 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.

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. 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. 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 phone number 920026391 or (+966 11) 2926661
- 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 Account
- c. The entire Current Balance on Your monthly Statement is due for payment on or before the Payment Due Date shown on the Statement. 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, and the Payment Due Date will be indicated on Your Statement.
- 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 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. An illustrative example is given below:

Description	Purchase Transaction	Cash Transaction
Transaction Value	EUR 100	EUR 100
Assumed EUR / US\$ Exchange Rate	EUR1 = 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
Cash Withdrawal Fee (Billed Separately on Your Statement)	Not Applicable	SAR 75.00

Total Transaction Value in SAR including Cash Withdrawal Fee	Not Applicable	SAR 479.59
--------------------------------------------------------------	----------------	------------

**Annex "A"
Applicable Fees and Charges**

Types of Fees	Description	Fee Amount
Administrative Fee*	Fixed monthly fee charged on the day Your 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.	SAR 562.5 / US\$ 150
Annual Fee*	Fixed fee charged at the time of Card issuance and thereafter at every anniversary	SAR 450 / US\$120
Supplementary Card Fee (Optional)*	Fixed fee charged at the time of Card issuance and thereafter at every anniversary	SAR 225 / US\$60
Cash Withdrawal Fee*	Fixed fee charged per Cash Withdrawal Transaction	SAR 75 / US\$20
Collection Fee*	Fixed fee charged for Accounts with payments overdue for 3 months or more Collection Fee will be donated to charity	SR 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.	2.75%
Funds Transfer Fee*	[·]	3% of Funds Transfer Amount + Foreign Exchange Conversion Fee, as applicable
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; First year is free

* Value Added Tax ("VAT") of 5% will be levied from January 1, 2018 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)
--------------------------------	-------------------------------