

These Terms and Conditions, as applicable, govern the relationship between Arab Bank plc (the Bank) and any of the Bank's Customers (the Customer) who applies for a Visa Electron Card. The following terms and expressions shall have the meaning assigned to them herein (masculine includes feminine):

**Definitions:**

**The Terms and Conditions:**The Terms and Conditions showing the way of using the Visa Electron Card, the rights and obligations of both the Customer and the Bank, and any amendments / changes thereto.

**The Bank :**Arab Bank.

**The Customer:**A person who has an account with the Bank and holds Arab Bank Primary Visa Electron Card, and he is liable / responsible for Supplementary Card (s) issued upon his request and approved by the Bank.

**The Account :**An Account opened in the name of the Customer.

**The Card:**Visa Electron Card issued by the Bank.

**The Primary Card :**The Card that is issued by the Bank for the Customer upon his request and with compliance to these Terms and Conditions.

**The Supplementary Card :**The Card issued by the Bank upon the Customer's request for use by the person nominated by him according to these Terms and Conditions.

**The Cardholder:**Any person who is holding Arab Bank Primary/Supplementary Visa Electron Card issued upon the Customer's request.

**The Card Usage:**Purchasing goods or obtaining services from service centers or withdrawing cash through Automated Teller Machines (ATM(s)) or through banks that are members in Visa International.

**The PIN:**The Personal Identification Number issued by the bank for the Primary / Supplementary Cardholder that enable him use the Automated Teller Machines (ATM (s)) worldwide which display "VISA" logo for cash withdrawal and balance inquiry and on the Point of Sales (POS) which accepts PIN(s).

**The Expenses :**Include expenses / stamps' fee, mail, telephone, Telegraph, telex, facsimile, transportation, traveling, differences in currency exchange rates, interest charges, all commissions and collection charges, and all other banking expenses, fees, fines, Legal professional fees, experts' fees or any other fee that the Bank pays and incurs as a result of issuing a Card or using it upon what is decided for the region..

1. Primary Visa Electron Card is issued in the name of the customer "the owner of the account" or a supplementary card in the name of the person designated by the customer and approved by the Bank. In both cases the customer will be responsible for any transactions made through the primary or supplementary cards including the maintenance of the card and PIN and for any Bank's loss resulted from the misuse of the cards or machines.
2. The Customer will be informed by the available electronic channels of the Card expiration date in order to visit any of the Bank branches for replacement.
3. The issuance of the cards does not mean the Bank's obligation to grant any credit facility to the customer as the customer should provide sufficient funds in his account to cover his withdrawals and any entries which shall arise from the use of his card without prejudice to the Bank's right to debit any of the customer's accounts with any transactions. In case there are no sufficient funds in the customer's account, the Bank will have the right to overdraw any of the customer's accounts including the imposition of a debit interest determined by the Bank.
4. The cards are issued according to local laws and regulations and pursuant to the agreement with Visa International that shall be deemed applicable along with the terms and conditions of the national

network that connects the local ATM's .

5. Visa Electron Card enables the customer to use the Bank's local automated Teller Machines (ATMs) to withdraw and deposit cash, deposit cheques, transfer funds between accounts, pay bills, request cheque books, request a statement of account by mail, request a mini statement of account, inquire about account's balance, post instructions, change Personal Identification Number (PIN), and any other future Bank services. The Card also enables the customer to use ATMs worldwide which carry VISA, ELECTRON, or PLUS logos for cash withdrawal and balance inquiry. The Card shall also allow the customer to purchase from shops/ service centers locally and internationally (the Merchant) through point of sale (POS) terminals that carry VISA ELECTRON logo (on- line Debit Card), which accept/ authorize the transaction immediately after the amount is debited to customer's primary account on which the Card is issued against and / or any other related customer's accounts maintained with other branches subject to the applicable method of use and any subsequent amendments that may occur thereafter.

6. The customer agrees to the maximum daily cash withdrawal / the purchase amount and that this limit is changeable without any prior notice.

7. Any notice from the customer of a lost card, PIN or a request of suspension of the service must be immediate as soon as the necessitating reason occurs. Such notice must include the circumstances of the loss or theft of the card or the reason for the suspension of the service. The card shall be stopped immediately when the Customer notifies its loss. The customer is not responsible for the transactions on the card after reporting the loss of the card

8. The Bank may issue a substitute card to the customer. The customer shall not use the previous card in case it was found.

9. The customer will bear the expenses and commissions for issuance, renewal, issuance of a substitute of the lost card and supplementary cards. The customer shall also bear any other commissions or expenses arising from their use.

10. The customer acknowledges that the reports extracted from the ATM system and points of sales are an acceptable evidence to prove the deposits, withdrawals and transactions. and such reports are solely considered as a proof between the customer and the Bank.

11. The customer shall be solely liable for any mistakes that may occur from depositing/ transferring any amount to his account or others account.

12. The moral of the deposited amount value is for the actual deposited amount, not for the details entered by the customer during the deposit transaction. The customer shall therefore authorize the Bank to credit the amount actually deposited.

13. If there is a difference between the amount debited upon cash withdrawal and the actual amount received by the customer or if the customer did not receive any amount, the customer shall inform the Bank in writing thereof on the next working day at most, otherwise the Bank will not be responsible for any discrepancies. The results of the cash counting carried out by the Bank will be a decisive proof for the customer's claim of shortage.

14. In case of having a transaction on the statement of account not being performed by the customer, he shall have the right to object, and in case he proves his right to claim the chargeback amount, it will not be credited to his account unless it was collected actually from the collecting Bank and posted to the Bank's account, noting that the collection period may take two months according to Visa International Regulations. In case the customer fails to prove his claim, the Bank will collect charges and fees against its efforts or against paying any other amounts arising from such a claim to the collecting Bank or any other party.

15. The Customer has the right to object any transaction executed on his accounts through the ATM within a period of (60) days from the date of notification of the transaction details.

16. The Customer shall be notified immediately of the financial transactions that have been executed on his accounts with Visa Electron card through an effective means such as SMS "

17. In addition to these conditions, the regulations and instructions regarding the use of electronic means that are issued based on the laws in force, including any amendments thereto, shall apply and shall be binding on both parties.

18. The Customer shall be responsible for any error which may arise from the deposit / transfer of any amount by mistake between his accounts or to third party accounts, and the Bank shall notify the Customer in the agreed upon manner. The Bank may also correct errors in electronic transfers of funds without prior authorization from the customer and without charging the Customer any expenses, interest or commission due to an error in the electronic entries if these errors relate to reversing amount or part of it that has already been credited/debited to the Customer account by mistake.

19. The information displayed on the ATM screen is considered as part of the dealing terms and the Bank decision is considered as the acceptable evidence for proofing these terms.

20. If others were able reveal the customer's Personal Identification Number (PIN) or due to the fact that the customer delivered the card to others or left the money in the ATM by coincidence or negligence is a mistake for which the customer will carry full responsibility towards the consequences arising therefrom.

21. The insufficiency of funds in the customer's account or if the customer exceeds the withdrawal/ purchase limit approved by the Bank, or in case of freezing /blocking the account, the suspension of the use of the card upon customer's or the Bank's request, or incase of insufficient information of the account updated on the ATM, or due to insufficiency of the cash available in the ATM, or any technical failure, or the inability to complete the requested transaction by the customer, or non-acceptance of others to deal with the card, or shortage of the goods or services requested/ conducted by the customer by using the card, shall not bear the bank any responsibility or obligation.

22. The customer shall be responsible for the transactions made when the PIN is used or the purchase voucher is signed. The customer shall keep a copy of such voucher to be checked against the account statement to make sure that amounts included are correct.

23. The Bank shall have the right to suspend the Visa Electron card and issue new one to the customer in case of doubtful transactions within the reports issued by Visa International and/or all the members of the International Visa and/ or the internal reports of Arab Bank.

24. Primary/ Supplementary cards transactions are shown on the account statement upon its issuance frequency within the account's transactions performed on the customer's account in local/foreign currency, indicating the transactions' details. The account statement sent to the customer's accredited address is considered a legal notification to the customer And the statement shall therefore be correct unless the Bank is notified of otherwise by the customer in writing within fifteen days of the statement issuance date.

25. The customer is well aware that dealing with this service requires him to insert PIN and is also aware of the importance of maintaining the PIN he uses as it is a mean of identifying him and stand for his presence in person. And that others may carry out illegal transactions in case such numbers and information reach them whether by negligence, mistake or omission or if the customer revealed them to others.

26. If the customer wishes to receive visa electron card or its PIN by regular mail, he will bear all the expenses which may arise from such service.
27. The service will automatically discontinue if the customer continues to enter incorrect PIN more than the allowed number of times. The customer will have to refer to his branch to reactivate the service.
28. In case of joint accounts run by a single signatory, the Bank may issue a separate Card for each holder of the Account (one is primary and the other is supplementary) . All holders of the account shall be deemed jointly and severally liable to the Bank, at the Bank's sole discretion, for any obligations that may arise from the use of such Card. This provision shall also apply to the holder of a Supplementary card whose name is designated in the Application.
29. For Customers who hold their mail at the branch, should visit the branch to receive the account statement and check the correctness of its transactions without any delay. The Bank will not be held responsible for any losses related to chargeback rights if not claimed within the period stipulated by Visa International.
30. The renewed Card shall be issued without a PIN (according to the area decision), as the first issued PIN can be used.
31. The Bank shall not be liable in case the Card was not accepted by a third party. Any dispute that may arise between the Customer and a third party shall not affect the Bank's rights visa-vis the Customer for the settlement of all obligations arising from, and/or related to, the use of the Card. The Bank shall not be liable for any vice or shortage in the merchandise or services acquired by the Customer through the use of the Card.
32. Monthly commission is collected upon the consumer banking division's decision (according to each area) for the benefits and services of Visa Electron Card.
33. Cash advance and balance inquiry fees are collected (according to each area) / Foreign Exchange commissions are collected upon using the card outside the Card's issuing country including all commission that Visa International deducts on every transaction.
34. The Bank has the right and without obtaining the consent of the customer at any time to amend Visa Electron commissions (Cash advance/ FX fees/ Local Network fees (if any) etc...) whether it was an increase or decrease , and the amendment shall be deemed effective from the notification date sent to customer's accredited address by ordinary mail.
35. Visa International calculates the transaction's value in local currency in case the transaction took place outside the issuing country using the foreign exchange rate of the purchasing currency according to the international prevailing rate on that date. The customer also authorizes the Bank to purchase the foreign currency to settle all due amounts.
36. The Customer's address for notification purposes is the one maintained with the Bank, and the Customers shall notify the Bank in writing in case of any change in such address.
37. It is sufficient for the bank to prove the transactions resulted from using the card along with its balance by presenting an account statement extracted from the bank's computer. and the Bank will not be obliged to present original withdrawal advices and/or transactions made by the Applicant, and the entries received by the Bank from Visa International and payment services companies is considered correct, obligatory and acceptable evidence for the Applicant unless he submitted a claim as have been mentioned in article
38. The customer undertakes not to use the Card to settle illegal purchases/ services such as gambling and drugs do not comply with the prevailing laws in the concerned countries.

39. The Applicant undertakes not to use the Credit Card/ Internet Shopping Card to settle illegal purchases/ services such as gambling and drugs in accordance with the local / prevailing laws in the concerned countries.

40. The Applicant confirms the acknowledgment of the risk associated with using the Card for purchasing or obtaining services over the Internet, Mail or Telephone and to the fact that such usages might unveil the Card secret information to third parties which might result in unauthorized usages of the Card.

41. the Applicant must notify the Bank immediately of any unauthorized usage upon being aware of it in order for the Bank to suspend the Card. The Applicant shall be responsible for all unauthorized transactions until the Bank is capable of suspending the Card upon the Applicant notification.

The applicant must pay attention to the fact that the use of the card number for subscription to monthly services through the Internet may lead to crediting monthly amounts on his card. The customer will be required to pay his monthly subscription fees if the subscription is not canceled by him.

42. The Bank shall have the right at any time, and from time to time, to amend all or any of these Terms and Conditions. Such amendment shall become effective from the date on which the Customer is given notice thereof by ordinary mail to the Customer's address maintained with the bank.

43. These Terms and Conditions and any amendments thereto shall remain effective and binding to the Customer throughout the period of the Customer's possession of the Card and until the settlement of any debit balance in his/her Account, without prejudice to the right of the Bank to terminate the Customer's enrollment in this service at any time and without giving prior notice of such termination or providing reasons therefore.

44. Local Courts shall have the jurisdiction to hear any dispute that may arise from, or be related to, the interpretation or application of these Terms and Conditions or the use of the Card. Both the Bank and the Customer waive their right to exchange notices through the Notary Public.