

FGB Business Credit Card



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Terms & Conditions

Terms & Conditions of FGB Business Card

These terms and conditions (the "Terms and Conditions") below set out the provisions governing the use of the Card and the relationship between the Bank, the Business Customer and the Cardholder. These Terms and Conditions, the Application and Schedule of Charges shall together form the agreement between the Bank, the Business Customer and the Cardholder in relation to the utilisation of the Card and the Credit Limit (the "Agreement").

IMPORTANT: Before you use the Card, please read carefully the Terms and Conditions. By signing, activating or using the Card, you have agreed to be bound by these Terms and Conditions.

1.1 Definitions

"Application" means the application form to be completed by the Business Customer for the provision of the Card in accordance with these Terms and Conditions.

"ATM" means an automated teller machine, cash handling machine or any Card operated machine or device whether belonging to the Bank or other participating banks or financial institutions nominated from time to time by the Bank, which accepts cash, cheques and the Card and which operates 24 hours a day.

"Bank" means National Bank of Abu Dhabi PJSC, its successors and assignees.

"Business Customer" means the sole proprietorship, partnership concern, limited liability company, or such other form of corporate entity/establishment referred to in the Application which has requested the Bank to issue a Card to Cardholders and is represented by its managing director, partner, proprietor, shareholder or such other principal of the Business Customer as authorised by the Business Customer from time to time.

"Card Account" means an account open in the books of the Bank to record all Card Transactions relating to each Card.

"Card" means the Primary Card and/or the Supplementary Card, including their renewed and/or Replacement Card.

"Cardholder" means the Primary Cardholder and/or the Supplementary Cardholder.

"Business Day" means a day other than Friday and Saturday on which the Bank is open for general banking business in the UAE.

"Card Transaction" means the purchase of goods, services, benefits or reservations including without limitations any reservation made by the Cardholder for air, ship, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation, rental or hire, whether or not utilized by the Cardholder and/or receiving Cash Advance by the use of the Card or the Card Number or the PIN or the TPIN or in any other manner including without limitation mail, electronic orders placed using the internet, telephone or facsimile orders or reservations authorized or made by the Cardholder, regardless of whether a sales slip or Cash Advance or other voucher or form is signed by the Cardholder.

"Card Number" means the unique 16 digit number embossed on the face of a Card.

"Cash Advance" means any amount obtained by use of the Card, the Card Number or the PIN, TPIN or in any manner authorised by the Cardholder from the ATM, the Bank or any other bank or financial institutions.

“Charges” means any amount payable by the Business Customer arising from the issue or the use of the Card, the Card Number, the PIN, the TPIN or otherwise under these Terms and Conditions and includes, without limitation, all charges imposed by Visa and the Bank for settling Card Transactions on behalf of the Cardholder, including as all other applicable fees, charges, expenses, damages, legal costs, disbursements, finance charges, additional expenses, damages and legal costs as prescribed in the Schedule of Charges.

“Credit Limit” means the total debit balance permitted by the Bank for the Card Account to be utilized by the Business Customer for Card Transactions as notified by the Bank to the Business Customer from time to time.

“Current Balance” means the total debit balance (inclusive of all Charges which shall be debited to the Card Account) outstanding on the Card Account payable to the Bank according to the Bank’s records on the date the Statement of Account is issued.

“Dirhams” means the lawful currency of the UAE.

“Deposit” means the amount in cash placed by the Business Customer with the Bank as specified by the Bank as security for the performance of the Business Customer’s obligations.

“Expiry Date” means the expiry date specified on each Card.

“Guarantee” means a guarantee, if any, from a bank acceptable to the Bank in favor of the Bank and in form and substance acceptable to the Bank for an amount specified by the Bank, as security for the performance of the Business Customer’s obligations.

“IVR” means the Bank’s interactive voice response system.

“Merchant” means any corporate entity, person or other establishment supplying goods and/or services who accept the Card or the Card Number as a mode of payment or reservation by the Cardholder.

“Minimum Amount” means the amount specified in each Statement of Account as being the minimum amount payable by the Business Customer for the relevant calendar month which if paid on the Payment Due Date, late payment charges as prescribed in the Schedule of Charges will be avoided.

“Payment Due Date” means the date specified in a Statement of Account by which date, payment of the Current Balance, any part thereof or the Minimum Amount is to be made to the Bank by the Business Customer.

“PIN” means the numerical code issued to a Cardholder to enable the Card to be used at an ATM.

“Primary Cardholder” means an employee, partner, proprietor or shareholder of the Business Customer to whom a Primary Card has been issued in accordance with these Terms and Conditions.

“Primary Card” means the Primary Card issued by the Bank to the Primary Cardholder in accordance with these Terms and Conditions.

“Replacement Card” means a further Card issued to a Cardholder to replace an existing Card.

“Schedule of Charges” means the schedule of Charges, fees and commission circulated by the Bank from time to time to the Business Customer in connection with the use of the Cards.

“Security” means either the Deposit or the Guarantee or both.

“Statement of Account” means the monthly or other periodic consolidated statement issued by the Bank to the Business Customer showing the particulars of the Current Balance and Minimum Amount.

“Sub-Limit” means the credit limit specified by the Business Customer for each Card in accordance with these Terms and Conditions, if the Business Customer elects to do so.

“Supplementary Cardholder” means an employee, partner, proprietor or shareholder of the Business Customer to whom a Primary Card has been issued in accordance with these Terms and Conditions.

“Supplementary Card” means the Supplementary Card issued by the Bank to the Supplementary Cardholder in accordance with these Terms and Conditions.

“TPIN” means a telephone identification number issued to the Cardholder which allows the Cardholder to access or carry out Card Transactions over the phone.

“UAE” means the United Arab Emirates.

- 1.2 Unless the context requires otherwise, the following rules shall apply:
- (a) Reference to any person including the Business Customer, the Bank, any other persons and/or legal entities shall include the personal representatives, successors and/or assigns of the person.
 - (b) Reference to any person shall include any corporation, firm, partnership, society, association, statutory body and agency, whether local or foreign.
 - (c) The clauses and other headings herein are for ease of reference only and shall not affect the interpretation of any provision hereof.
 - (d) Reference to a statutory provision includes reference to any modification, consolidation or re-enactment of it for the time being in force, and all statutory instruments or orders made pursuant to it.
 - (e) Words importing the singular meaning shall where the context admits include the plural and vice-versa.
 - (f) Words for a gender include all genders.
 - (g) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (h) References to “month” shall mean references to a Gregorian month.
- 1.3 To the extent they relate to the subject matter of, and do not conflict with, these Terms and Conditions, the General Terms and Conditions of the Bank are incorporated herein by reference and the Business Customer hereby confirms having received and read the General Terms and Conditions of the Bank and that they are unconditionally accepted to form part of these Terms and Conditions. Words and expressions defined in the Bank’s General Terms and Conditions shall unless the context otherwise requires, have the same meanings when used in these Terms and Conditions.

2. Application for Cards

- 2.1 An Application shall be duly completed by the Business Customer.

- 2.2 The Business Customer shall provide all the documents and information requested while completing the Application.
- 2.3 The Bank may accept or reject the Application at its sole discretion.
- 3. Issuance of Cards**
- 3.1 Subject to approval of the Application and prior to Cards being issued, the Business Customer shall be required to read and accept these Terms and Conditions.
- 3.2 Subject to Clause 3.1 of these Terms and Conditions, the Bank shall issue the Primary Card to the Primary Cardholder.
- 3.3 Subject to Clause 3.1 above, the Business Customer shall provide a list of Supplementary Cardholders who, subject to the Bank's discretion, shall be issued with Supplementary Cards. The Business Customer may from time to time request the Bank to issue additional Supplementary Cards. Prior to the Supplementary Card being issued, the relevant Supplementary Cardholder shall read and accept these Terms and Conditions.
- 4. Credit Limit and the Sub-Limit**
- 4.1 The Bank shall make available to the Business Customer the Credit Limit to be utilized by the Cardholders (subject to the applicable Sub-Limit for each Cardholder as mentioned in Clause 4.2 below) for Card Transactions.
- 4.2 At the request of the Business Customer, the Bank may provide a Sub-Limit for each Card.
- 4.3 All Card Transactions will be reflected in the Statement of Account. The Business Customer and each Cardholder hereby accept the Bank's record of Card Transactions for the relevant Card as being conclusive and binding for all purposes.
- 5. Card**
- 5.1 The Cards are not transferable and may only be used by the Cardholder to whom the relevant Card has been issued.
- 5.2 Upon receipt of the Cards by the Business Customer, the Business Customer must request that the Cardholders sign the Cards immediately and such signature, activation and/or the use of the Card will constitute binding and conclusive evidence of the confirmation of the Business Customer and each Cardholder to be bound by these Terms and Conditions, notwithstanding that the Bank is not notified of the Business Customer's receipt of the Card.
- 5.3 In the event the Business Customer does not wish to be bound by these Terms and Conditions, the Business Customer shall cut the Card in half and return both halves to the Bank and Clause 10 hereof shall henceforth be operative.
- 5.4 The Business Customer shall ensure that the Cardholder under no circumstances whatsoever will allow the Card, TPIN and/or PIN to be used by any other individual.
- 5.5 The Business Customer shall ensure that the Cardholders shall not pledge by way of security for any purpose whatsoever the Cards.
- 5.6 The Business Customer shall ensure that the each Cardholder shall be solely responsible for keeping the Card safe and the PIN and TPIN confidential at all times.
- 5.7 The Business Customer shall ensure that the each Cardholder shall change the PIN and TPIN from time to time for security reasons.
- 5.8 The Card is and will be, at all times, the property of the Bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorised agent.
- 5.9 The Card may be collected by the Business Customer, the Cardholder (if so authorised by the Business Customer) or sent by post or courier to the address notified to the Bank by the Business Customer at the risk of the Business Customer.
- 6. Use of the Card**
- 6.1 The Card may be used for Card Transactions:
- (a) Within the Sub-limit specified by the Business Customer for each Card;
 - (b) Until the Expiry Date or termination of the Agreement (as the case may be); and
 - (c) Otherwise in accordance with these Terms and Conditions.
- 6.2 If a Cardholder loses or damages its Card or requires renewal, replacement, the Bank may at its discretion at the cost of the Business Customer issue such Card as the Business Customer may require.
- 6.3 The Business Customer shall procure that the Cardholders will act in good faith at all times in relation to all dealings with the Cards and shall not misuse the Cards for any immoral or illegal purposes. The Bank shall have no responsibility to ensure that the Cardholders abide by the provisions of this Clause.
- 6.4 Notwithstanding that the Credit Limit and/or Sub -Limit have not been exhausted (as the case may be), the Bank shall be entitled to, at any time and without notice and without giving any reason and without liability towards the Business Customer and/or Cardholder, withdraw and restrict the Cardholder's right to use the Card or to refuse to authorise any Card Transaction.
- 6.5 The Business Customer shall be responsible for all Card Transactions whether processed with the Cardholders' knowledge or by way of express or implied authority. The Business Customer hereby authorises the Bank to debit the Card Account with any Cash Advance in accordance with the ATM or relevant bank or financial institution's electronic record of such Card Transaction. The Business Customer hereby accepts the electronic record of such Card Transaction as conclusive and binding for all purposes. For the avoidance of doubt, it is hereby agreed that the issuance and usage of the Card by the Cardholder shall be at the sole responsibility, liability and accountability of the Business Customer as the Business Customer acknowledges and agrees that it will be solely responsible for the use of the Card by the Cardholder and for any Charges that may be incurred. The Business Customer further acknowledges and agrees that the Bank's recourse, in all circumstances under these Terms and Conditions, shall be with the Business Customer.
- 6.6 The Business Customer undertakes that it will not, and it will procure that each Cardholder will not, use or attempt to use

any Card for any purpose in any point-of-sale (POS) terminal owned or managed by the Business Customer. In the event a Card is used or an attempt is made to use a Card in a point-of-sale (POS) terminal owned or managed by the Business Customer the Bank shall be entitled without notice to block, cancel or reverse such transaction. The Business Customer shall indemnify the Bank in full for any losses, fees, costs and expenses the Bank may suffer or incur as a result of the use of a Card in contravention of this Clause 6.6. Breach of this Clause 6.6 by the Business Customer shall also entitle the Bank to withdraw any Card or terminate the Agreement forthwith.

7. Cash Advance

- 7.1 The Cardholder may obtain a Cash Advance (subject to its relevant Sub-Limit) as may be acceptable to the Bank from time to time at its absolute discretion by the following means:
- 7.2 Presenting the Card at any office of the Bank or of any member institution of Visa together with evidence of his identity and signing the necessary transaction record.
- 7.3 Use of the Card at any ATM of the Bank or of any other bank or institution with whom the Bank has an agreement for the use of the ATM of the said bank or institution in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM.
- 7.4 The Bank will provide a PIN to be used in conjunction with the Card when effecting a Card Transaction at an ATM.
- 7.5 The Bank's record of any Card Transaction effected in conjunction with a PIN shall be binding on the Business Customer.
- 7.6 Any Cash Advance affected through the use of the Card on any ATM installed by the Bank shall be subject to verification by the Bank, and the amount so verified shall be deemed to be the correct amount of the withdrawal so affected.
- 7.7 A finance charge shall be levied on each Cash Advance from date of the advance until repayment in full. A fixed transaction fee (subject to a minimum amount) will be levied on the amount of each Cash Advance. The Bank may from time to time, vary the amount of finance charges, fees payable by the Business Customer.
- 7.8 The Business Customer and each Cardholder understands that, while utilising the Card in the UAE, the Cardholder will only be able to withdraw cash in Dirhams and foreign currency as may be permitted by the Bank, up to limits placed by the Bank from time to time. The Business Customer and each Cardholder acknowledge and agree that the Bank will convert all foreign currency Card Transactions into Dirhams using the exchange rate and percentage commission (if any applicable) determined by the Bank (at its sole discretion) as at the date the Card Account is debited for the relevant Card Transaction.

8. Quick Cash

- 8.1 The 'Quick Cash' facility enables the Primary Cardholder to request and obtain an interest-bearing Cash Advance from the Bank (each such advance is referred to in these Terms and Conditions as a Quick Cash Advance) which is debited to the

relevant Card Account and which the Business Customer can elect to pay back in fixed instalments over a fixed period. A Quick Cash Advance can only be requested by the Primary Cardholder.

- 8.2 The minimum amount of any Quick Cash Advance is AED 500. The maximum amount of any Quick Cash Advance must not exceed 80% (eighty per cent) of the available Credit Limit at the date of the request.
- 8.3 The interest rate chargeable on each Quick Cash Advance shall be a fixed rate as set out in the Bank's Schedule of Charges. The interest rate applicable to a Quick Cash Advance will be notified to the Primary Cardholder by the Bank at the time the Quick Cash Advance is requested.
- 8.4 A Primary Cardholder may request a Quick Cash Advance by visiting the Bank in person, through the Bank's website, by telephone or IVR, by short messaging system (SMS), or by any other communication channel introduced by the Bank from time to time. The Bank's terms and conditions governing the use of each communication channel shall apply to any request for a Quick Cash Advance using the relevant channel.
- 8.5 The Business Customer and the Primary Cardholder each authorises and instructs the Bank to accept requests for a Quick Cash Advance by any of the communication channels specified in Clause 8.2. The Bank shall be entitled to take such steps and request such information as it in its sole discretion may decide necessary to confirm the identity of the Primary Cardholder or the validity of any request for a Quick Cash Advance or prior to making any Quick Cash Advance. The Business Customer and the Primary Cardholder each consents to the recording by the Bank of any telephone calls and accepts that such recordings and any electronic records of the Bank may be used as evidence in any dispute or legal proceedings arising out of or in connection with these Terms and Conditions.
- 8.6 The Bank may at its sole discretion accept or reject any request for a Quick Cash Advance and without giving any reason for any rejection.
- 8.7 The account into which any Quick Cash Advance is to be paid must be in the name of the Primary Cardholder.
- 8.8 The Business Customer may elect to repay each Quick Cash Advance in equal fixed monthly instalments over such tenor as it may select by informing the Bank at the time the Quick Cash Advance is requested.
- 8.9 Each Quick Cash Advance disbursed (including the total interest payable on such Quick Cash Advance) shall be shown in the first Statement of Account issued following disbursement and shall form part of the Current Balance shown in that Statement of Account.
- 8.10 Each monthly repayment instalment of the Quick Cash Advance shall be added to the Card Account's Minimum Amount as specified in the relevant Statement of Account and shall be payable by the Business Customer on the specified Payment Due Date.
- 8.11 Each monthly repayment instalment of the Quick Cash

Advance must be paid in full by the Business Customer on the applicable Payment Due Date. Any failure to repay any Quick Cash Advance instalment when due shall incur a late payment fee as set out in the Schedule of Charges.

8.12 A Business Customer shall be entitled to repay any Quick Cash Advance together with all interest payable thereon at any time. Any early repayment of a Quick Cash Advance shall incur a one-time early repayment fee of AED100. No interest payable on or fees levied in connection with any Quick Cash Advance shall be refunded by the Bank in the event of any early repayment of any Quick Cash Advance.

9. Payment

9.1 The Business Customer agrees to pay to the Bank, upon the request of the Bank:

- (a) an annual membership fee (as prescribed by the Bank) for the use of the Cards when issued or renewed;
- (b) a card replacement fee (as prescribed by the Bank) for the issue of a Replacement Card;
- (c) additional charges (as prescribed by the Bank) for the provision of copies of sales/Cash Advance and any further services the Bank may provide from time to time; and
- (d) such other fees or charges notified by the Bank from time to time or prescribed in the Schedule of Charges as amended from time to time.

9.2 The Bank may, from time to time, by giving prior written notice to the Business Customer, change the amount of fees or charges payable by the Business Customer under these Terms and Conditions and/or Schedule of Charges. Such changes shall apply from the effective date specified by the Bank.

9.3 The Business Customer undertakes to:

- (a) stay within the prescribed Credit Limit assigned/ established by the Bank. The Business Customer undertakes to ensure that each Cardholder will stay within the prescribed Sub-Limit; and
- (b) ensure that no Card Transaction which may cause the aggregate outstanding balance of the Business Customer's obligations to the Bank under all Card Transactions along with the Charges to exceed such Credit Limit.

If the Business Customer exceeds the Credit Limit, the Business Customer shall, in addition to the amounts payable under this Clause 8, immediately pay to the Bank, upon demand by the Bank:

- (i) The full sum by which the Credit Limit is exceeded; and
- (ii) An over-limit charge (as prescribed in the Schedule of Charges) in consideration of the Bank acting as guarantor and guaranteeing (in favour of the relevant Merchants or beneficiaries) the sum by which the Credit Limit is exceeded.

In the event of a failure by the Business Customer to pay to the Bank the full sum demanded, the whole outstanding balance on the Card Account shall become immediately due and payable and the provisions of Clause 10 shall apply.

9.4 All payments to be made by the Business Customer shall be in the billing currency of the Card Account. If payment is made in any other currency, the Business Customer shall pay the Bank all exchange, commission and other charges or losses charged or incurred by the Bank in converting such payment to the billing currency. Such conversion shall be effected at such rate of exchange as may be conclusively determined by the Bank as at the date that it is recorded in the Card Account. Any payment made to the Bank by the Business Customer in the billing currency of the Card Account will be credited to the Card Account only on the date of the Bank's posting of the funds to the Card Account and where payment is made in any currency other than the billing currency, such payment shall be credited after the date when such payment is converted into the billing currency or when the relevant funds have been received for value by the Bank and assigned to the Card Account.

9.5 The Bank shall be entitled to treat the following as evidence of an obligation properly incurred by the Cardholders to be debited to the Card Account:

- (a) any sales draft, Card Transaction record (through any terminal), credit voucher, cash disbursement draft and/ or other charge record bearing the imprint or other reproduction of embossed information printed on the Card and duly completed; and/or
- (b) the Bank's record of Cash Advance or of any other Card Transaction effected by the use of the Card including but not limited to Card Transactions effected via mail order, telephone or the internet.

9.6 The Business Customer agrees and undertakes to pay the Current Balance described in the Statement of Account on or before the Payment Due Date.

9.7 The Business Customer may choose not to settle the Current Balance in full in accordance with Clause 8.6 above, in which case the Business Customer must pay Minimum Amount as specified on the Statement of Account. If the Minimum Amount is not paid by the Payment Due Date or only partly paid, then the unpaid amount will be added to the Minimum Amount in the next Statement of Account. In the event of termination of this Agreement, the Minimum Amount will be equal to the full amount outstanding under these Terms and Conditions, as certified by the Bank.

9.8 If the Current Balance of the Card Account is at any time in excess of the Credit Limit, the Business Customer must pay such excess amount in full and the Minimum Amount along with any over-limit charge as prescribed in the Schedule of Charges.

9.9 If the Business Customer fails to pay the Minimum Amount on the Payment Due Date, a late payment fee will be levied as set out in the Schedule of Charge.

- 9.10 If the Business Customer pays to the Bank an amount less than the Current Balance on the Payment Due Date, no payment is made towards the Current Balance on the Payment Due Date or payment is made after the Payment Due Date, a finance charge calculated on daily closing balance inclusive of all unbilled dues as set out in the Schedule of Charges will be applied to the Current Balance until any payments are credited to the Card Account and thereafter on the reduced balance.
- 9.11 All payments received by the Bank from the Business Customer may be applied in the following order of payment or such other order of priority as the Bank may deem fit:
- (a) All unpaid finance charges, fees, Cash Advances and other costs shown on any previous Statement of Account.
 - (b) All unpaid finance charges, fees, Cash Advances and other costs shown on the current Statement of Account.
 - (c) All unpaid Card Transactions shown on any previous Statement of Account.
 - (d) All unpaid Card Transactions shown on the current Statement of Account.
 - (e) All finance charges, fees, Cash Advances and Card Transactions not yet shown on the current Statement of Account.
- 9.12 Without prejudice to the Bank's rights at any time to take the appropriate legal action, the Bank will charge a service fee for any returned unpaid cheques drawn by the Business Customer in connection with attempted payments made in connection with these Terms and Conditions and/or deposits attempted to be made to the Card Account.
- 8.13 Any cheque deposit shall be acceptable for collection and the proceeds shall not be available until the cheque has been cleared and the proceeds paid to the Bank by the paying bank. Any cash deposits may only be regarded as having been received by the Bank upon crediting the same to the Card Account.
- 9.14 The Bank may at any time demand that the Business Customer provide Security along with an undated cheque and/or pledge a cash collateral in favor of the Bank for the amount that the Bank may require even when such a cheque was not demanded when the Cards was issued.
- 8.15 Non receipt of Statement of Account shall not be construed by the Business Customer to be sufficient reason for non-payment of Current Balance or any amount due under these Terms and Conditions.
- 9.16 In case of disputed Card Transaction, the Bank will credit the Card Account with any refunded amount once the same received by the Bank. However, if a Card Transaction disputed by the Business Customer is subsequently proven to have been originated by the Cardholder, the Bank retains the right to charge-back, as from the date when the Card Transaction took place, the Card Transaction amount along with any additional fees and expenses incurred by the Bank in the investigation thereof.
- 9.17 The Business Customer acknowledges that the Bank shall not be responsible for any claims arising in connection with the vendors of the goods and services purchased with the Cards.
- 9.18 The payment by the Business Customer of any sum to the Bank in respect of any Statement of Account shall constitute binding and conclusive evidence of the acceptance by the Business Customer of the entries shown on that Statement of Account.
- 9.19 The Business Customer accepts full responsibility for all Card Transactions processed by the use of the Cards including, without limitation, those Card Transactions which may be the result of a fraudulent or unauthorised act of any person.
- 9.20 In the event of use of the Card by an unauthorised individual, the Business Customer shall be liable for all such Card Transactions which take place prior to information of misuse being duly notified in writing to the Bank. The Business Customer authorises the Bank to debit the Card Account with amounts of any withdrawals or transfers in accordance with the Bank's record of such Card Transactions.
- 10. Loss of Card and Disclosure of the PIN/TPIN**
- 10.1 At the request of the Business Customer, the Bank may issue a PIN/TPIN to the Cardholder (or the Cardholder may select a PIN/TPIN via the phone by calling the Bank's contact centre, IVR or through any other service made available by the Bank) for use at any ATM which accepts the Card or anywhere the PIN/TPIN is accepted.
- 10.2 The Business Customer agrees that the PIN/TPIN may be sent by post to Cardholder at its own risk. The Business Customer shall be fully liable to the Bank for all Card Transactions made with the PIN/TPIN whether with or without the knowledge of the Cardholders.
- 10.3 The Business Customer must ensure that each Cardholder shall take all reasonable precautions to prevent the loss or theft of the Card and shall not disclose the PIN/TPIN to any party.
- 10.4 The Business Customer must ensure that each Cardholder understands that the Card Number should only be revealed for executing a Card Transaction, reporting the loss or theft of the Card or if expressly permitted by the Bank.
- 10.5 In the event that the Card is lost or stolen or that the PIN/ TPIN is disclosed to any other party, the Business Customer must ensure that such Cardholder shall immediately report the said loss, theft or disclosure, together with the particulars of the Card, to the Bank and subsequently report the loss, theft or disclosure to the nearest police station where such loss or theft or disclosure occurred. Upon notification of such loss or theft, or in the event of any illegal or suspicious Card Transactions, the Bank may, without further notice to the Business Customer, suspend the use of the Card.
- 10.6 The Business Customer must ensure that each Cardholder must immediately inform the Bank if any Cardholder believes that there is a Card Transaction which was not carried out by the relevant Cardholder. The Bank can be informed of the above circumstances at any of its branches during business hours or at its call centre at any time.

- 10.7 The Business Customer shall be and shall remain to be fully liable for the payments to the Bank for any debit to the Card Account arising from any Card Transactions effected through the use of such Card by any person whether with or without the knowledge of such Cardholder and irrespective of whether they were authorised by the Cardholder or not.
- 10.8 The Bank may at its absolute discretion issue a Replacement Card for any lost or stolen Card or new PIN or TPIN on these Terms and Conditions or such other Terms and Conditions as the Bank may deem fit.
- 10.10 In the event that the Cardholder recovers the lost or stolen Card, the Business Customer shall return the same cut in half immediately to the Bank without using it. The Business Customer must ensure that each Cardholder shall not use the PIN or TPIN after reporting the disclosure thereof to the Bank.
- 10.11 All PIN/TPIN based transactions will be subject to the government or Central Bank liability limits, which the Bank must comply with and may affect use of the Card. Any Cards and PINs/TINs issued under these Terms and Conditions will remain the property of the Bank.

11. Termination

- 11.1 Each Card shall have an Expiry Date and on the relevant Expiry Date of a Card, the Business Customer shall return the expired Card to the Bank.
- 11.2 Following the expiry of a Card, the Bank may, at the request of the Business Customer, issue a new Card to the relevant Cardholder.
- 11.3 On the Expiry Date of a Card, the outstanding amount relating to that Card shall be duly repaid by the Business Customer. However, at the discretion of the Bank, the outstanding balance may be transferred to the renewed Card.
- 11.4 The Agreement will be terminated if:
- The Business Customer gives 30 (thirty) calendar days written notice to the Bank (stating its intention to terminate this Agreement) and all Cards issued by the Bank for usage by the Cardholder have been returned to the Bank and the Current Balance has been cleared;
 - Immediately, the Business Customer's account with the Bank have been closed (for any reason whatsoever) and no outstanding amount remains due;
 - The Bank sends a notice terminating the Agreement forthwith with or without giving prior notice to the Business Customer;
 - Any Current Balance and/or Minimum Amount remains unpaid for 30 days following the Payment Due Date; and/or
 - Immediately, upon the bankruptcy or insolvency of the Business Customer or when the whereabouts of the Business Customer becomes unknown to the Bank due to any cause not attributable to the Bank.

In the event of terminating this Agreement:

- Without prejudice to Clause (b) below, the Business Customer undertakes to promptly return all the Cards

to the Bank and to pay the Current Balance along with any outstanding amount within 3 (three) Business Days following the termination. The Business Customer shall continue to be liable to the Bank for Current Balance, any outstanding and other liabilities in accordance with these Terms and Conditions till full repayment.

- The Bank will be entitled to levy charges in accordance with the Schedule of Charges for the duration such Current Balance remains unpaid. In the event of a persistent delay in payment of the Current Balance as stipulated above, the Bank reserves the right to file any appropriate legal proceedings at the relevant court or tribunal to recover such amounts.

- 11.5 The Business Customer understands that the Bank shall not be liable to refund any annual membership fee for or any part thereof in the event of the termination of this Agreement.
- 11.6 The Business Customer irrevocably agrees that in the event that any Security is held by the Bank as collateral for the issuance of the Cards in accordance with these Terms and Conditions, the Bank reserves the right to retain such Security for a period of at least 45 days following the full repayment of the Current Balance, outstanding amounts and other liabilities.
- 11.7 Without prejudice to any right available to the Bank under these Terms and Conditions and the applicable laws, in the event of non payment of the Current Balance, outstanding amounts and other liabilities, the Bank reserves the right to enforce and liquidate the Security provided in accordance with These Terms and Conditions and apply the proceeds to settle the Current Balance, outstanding amounts and other liabilities.

12. Exclusion of Liability

- 12.1 The Bank shall not be liable for any loss or damage howsoever incurred or suffered by the Business Customer and/or Cardholder by reason of the Bank, a Merchant, other bank, financial institution, any ATM or other party refusing to allow a Card Transaction and/or accept the Card, the Card Number or the PIN/TPIN or provide Cash Advance.
- 12.2 The Bank shall not be responsible for any defect or deficiency in the goods or service supplied to the Cardholder by any Merchant or, where applicable, for any breach or non-performance by a Merchant of Card Transactions.
- 12.3 In the event of any dispute between the Business Customer and any Merchant, bank, financial institution or any other person, the Business Customer liability to the Bank shall not in any way be affected by such dispute or any counter claim or right of set-off which the Business Customer may have against such Merchant, bank or financial institution or person.
- 12.4 The Bank will credit the Card Account with the amount of any refund only upon receipt of a properly issued credit voucher (or other electronic notice/record) from the Merchant establishment.

12.5 The Bank shall not be liable in any way to the Business Customer for any loss or damage of whatever nature due to or arising from any disruption or failure or defect in any ATM or other machine or communication system or facilities or

data processing system or transmission link or any industrial or other dispute or anything or cause, whether beyond the control of the Bank or otherwise.

- 12.6 The Bank will not be liable to the Business Customer, if the Bank is unable to carry out its responsibilities under this Agreement due to any reasons beyond the Bank's control, including without limitation, any computer, telecommunication, technical error or any machine failing to work and industrial disputes.
- 12.7 The Bank shall not be liable to Business Customer, any Cardholders and/or any third party in the event that a Card is not honored or accepted by reason of any mechanical or other malfunction.
- 12.8 The Bank accepts no liability or responsibility for consequences arising out of the interruption of its business by Acts of God, riots, civil commotion, insurrections, wars, or any other causes beyond its control, or by any strikes or lockouts.
- 12.9 The Bank shall not be liable for acting in good faith upon the Business Customer and/or any Cardholder's instructions (if so authorised by the Business Customer).

13. Disclosure of Information

- 13.1 The Business Customer and each Cardholder, irrevocably authorise and permit the Bank, as it deems fit, and without any written consent whatsoever, to disclose and furnish such information, including financial information, concerning the Business Customer and each Cardholders and its affairs, including, but not limited to, the account of the Business Customer under these Terms and Conditions to the Bank's subsidiaries, affiliates, associates, branches, assignees, agents or other parties authorised by the Bank to enable the Bank to enforce the Business Customer's obligations under these Terms and Conditions, both in the UAE and outside.
- 13.2 The Bank shall have the right to check the credit standing of an applicant for the Card and/or check the credit standing of the Business Customer at any time as and when the Bank deems fit without reference to Business Customer.
- 13.3 The Business Customer and each Cardholder agree that the Bank is authorised to provide any information relating to the Business Customer and each Cardholder to any third party including the Central Bank of UAE, any credit agency, any subsidiary or affiliate, any entity that will market products and services to the Business Customer and Cardholders.
- 13.4 The Bank may from time to time, use the Business Customer's contact details and non-financial account information for internal or external marketing campaigns.

14. Indemnity

The Business Customer agrees to defend, indemnify and hold harmless the Bank on demand from and against any and all losses, actions, claims, proceedings, judgments, fines, damages, fees, costs and expenses (including legal fees) together with any sales or other taxes (regardless when the same are made or incurred) (a) which may at any time be suffered or incurred (directly or indirectly) as a result of or connected with the preservation and/or enforcement of any of the rights of the Bank under the Agreement; and/or (b) which

arise out of any act or omission on the Business Customer or any Cardholder; and/or (c) which arise out of any wrongful, misleading or other such information provided by the Business Customer or any Cardholder to the Bank. Such expenses shall include without limitation any internal management and administrative costs of the Bank and/or (d) which arise or are incurred as a result of the Bank acting or relying on any instruction or request from the Business Customer or a Cardholder provided by telephone or electronic communication.

15. Lien and Set Off

The Bank may, at any time assert a lien over any money, shares, securities, documents or other assets and property of whatever nature which are held in the Business Customer's name in any account or financing arrangement and/or at any branch of the Bank. The Bank may at any time, apply all or part of the money, shares, securities, documents or other assets and property of whatever nature which are held in the Business Customer's name in any account and/or at any branch of the Bank (including, if applicable, before the maturity of a fixed deposit) towards any indebtedness or amounts due under any Card Transaction, howsoever incurred and whether actual or contingent, of the Business Customer to the Bank and whether in the same currency as the account or not. The Bank may effect any necessary conversions at the rate of exchange at which the Bank is able to purchase the currency the Business Customer's obligations or at the Bank's own prevailing rate of exchange displayed at the Bank's counters, as the Bank may select at its absolute discretion. All costs, other than interest, incurred by the Bank in respect of the exercise of the said right of lien and reconciliation shall be for the account of the Business Customer and payable on demand.

16. Notices

The Business Customer must promptly notify the Bank in writing of any changes in its business or business address.

16.1 All Cards, PIN/TPIN, notices, Statement of Accounts, demands or any other communication under these Terms and Conditions (hereinafter collectively called "Communications") may be delivered personally or sent by ordinary post or by electronic means to the last known billing or other address of the Business Customer and such Communications shall be deemed to be served on the Business Customer on the day of delivery, if delivered by hand and on the next Business Day after posting if sent by post. All Communications under these Terms and Conditions sent to the Cardholders shall be deemed to be Communications sent to Business Customer.

16.2 Any instructions conveyed by the Business Customer through the Bank's contact centre, the IVR, any of the Bank branches and/or contact points shall be deemed valid. The Bank has the right to record all such telephonic instructions and may act upon and use such records as evidence in the case of disputes/complaints or in a court of law or other legal proceedings. The Business Customer consents to such recording and use of the same by the Bank and understands that the range of services provided through the contact centre may change from time to time.

16.3 Instructions sent by the Business Customer to the Bank through facsimile communication shall be considered valid

and binding on the Business Customer and the Bank may act upon instructions conveyed through this method. The Bank may use copies of facsimile transmissions in any court of law.

16.4 Subject always to any applicable law, where the Bank is required to give notice to the Business Customer under these Terms and Conditions, such notice shall be considered valid and binding on, and deemed to be received by, the Business Customer if it is displayed at the Bank's branches or on its website, sent by post, SMS or facsimile or otherwise notified to the Business Customer on Statement of Account or through other electronic means.

17. Miscellaneous

- 17.1 The Business Customer and Cardholder undertake to sign such further documents as may be requested by the Bank from time to time.
- 17.2 All fees and charges pursuant to or in connection with these Terms and Conditions are non-refundable.
- 17.3 The Bank may appoint an agent to collect all sums due to the Bank from the Business Customer under these Terms and Conditions.
- 17.4 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 17.5 From time to time and at its sole discretion the Bank may offer:
- (a) different types of Cards (for example, Classic, Classic Plus, Gold) which will have different features, services, benefits, financing limits and pricing, and such Cards may be subject to such qualification or use requirements and restrictions as the Bank deems fit;
 - (b) additional benefits and services relating to the Card such as travel insurance, purchase protection, travel assistance etc. Such services are offered on a best effort basis and the Bank shall have no responsibility for direct, indirect, special, incidental or consequential damages in the event that they are not provided. The Bank may modify or discontinue, and/or impose such charges for these services, as it shall determine from time to time and at its sole discretion; and
 - (c) information in respect of special discounts/offers made by the respective Merchants; However, the Bank does not hold out any warranty or make any representation of the delivery, quality, design, specifications or otherwise set out in respect of these offers. Also these products/services are subject to availability and will be allocated on first come, first served basis and the Bank will not be held responsible where any of the Merchants withdraws, cancels, alters or amends these products/services.

18 Assignment

The Agreement shall be binding upon and inure for the benefit of Bank and Business Customer thereto and its successors and assigns; but the Business Customer shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under the Agreement. The Bank may at any time assign all or any of its rights and benefits under the Agreement and may disclose to any actual or potential assignee or to any person who may otherwise

enter into contractual relations with the Bank in relation hereto such information about the Business Customer and the Cardholder as the Bank considers appropriate.

19 Waiver

If the Bank does not at any time exercise the full implementation of any clause or obligation set out in this Terms and Conditions, or if the Bank delays the implementation thereof, the same shall not be considered to be a waiver of its right or abandonment of the full implementation at a subsequent time.

20. Severance

Each of these Terms and Conditions shall be severally distinct from one another and if at any time anyone or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforce ability of the remaining provisions shall not in any way be affected or impaired thereby.

21. Variation of Terms

- 20.1 The Bank may from time to time change these Terms and Conditions (including, but not limited to, the applicable annual fees, handling charges and Minimum Amount). The Bank may notify the Customer of any change by mail or electronic communication or by publishing the amended Terms and Conditions on its website www.fgb.ae.
- 20.2 Retention or use of the Card by any Cardholder after the effective date of any change of Terms and Conditions pursuant to the above Clause hereof shall be deemed to constitute acceptance of such changes without reservation by the Business Customer. If the Business Customer does not accept the proposed change, the Business Customer must terminate the use of the Cards by giving prior written notice to the Bank and return the Card cut in half to the Bank prior to the effective date and Clause 10 shall apply. Upon such termination the annual fee paid is not refundable.

22. Governing Law and Jurisdiction

- 21.1 These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of the UAE.
- 21.2 The Business Customer irrevocably agrees for the benefit of the Bank that the courts of the UAE shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with these Terms and Conditions and, for such purposes, irrevocably submits to the jurisdiction of such courts.
- 21.3 The Business Customer irrevocably waives any objection which it might now or hereafter have to the courts referred to in this Clause being nominated as the forum to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions and agrees not to claim that any such court is not a convenient or appropriate forum.
- 21.4 Submission to the jurisdiction of the courts referred to in this Clause shall not limit the right of the Bank to take proceedings against the Business Customer in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

