

## Terms and Conditions of Islamic Credit Cards:

MasterCard and Visa credit cards issued by Banque Saudi Fransi are subject to the terms and conditions specified below. Credit card applicant is requested to accept and abide by it:

### Definitions:

The following terms and expressions shall have the meanings assigned to each:  
The Bank: Banque Saudi Fransi and its branches, employees, agents, officials, managers and representatives.

The General Terms and Conditions: Terms and conditions of credit cards contained in this document

The Cardholder: The person to whom the Card is issued to (whether the primary cardholder, or the supplementary cardholder), and his/her name will clearly appear on the Card.

Fees: The fees as stated in the schedule of charges and Initial Disclosure document.

Primary Cardholder: The person who applied for the Card from the Bank, and an account will be opened in his/her name. This person will be responsible for all cards issued under the account, including Supplementary and internet Virtual Cards, and Low Limit Cards.

Supplementary Cardholder: Any person authorized by the Primary Cardholder to hold and use the Card Account, and Bank issues a supplementary card in the Supplementary Cardholder's name.

The Supplementary Card: The Card issued by the Bank in the name of the Supplementary Cardholder.

The Card: The credit card issued by the Bank, such as "Visa" or "MasterCard" or any other credit card, including the Primary Card, the Supplementary Card, and the Internet virtual/low limit cards.

The Account: The account(s) of the Cardholder with the Bank.

The Card Account: An independent account separates from the other accounts of the Cardholder with the Bank, and all details of the transactions relating to the Card will be stated in this account.

The Card Transaction(s): Any transaction executed using the Card, such as cash withdrawals, purchases via point-of-sale terminals or e-commerce (contact and contactless) and payment charges prescribed by the Bank.

**Cash Withdrawals:** The cash amount received by the Cardholder from the Bank using an ATM or directly receiving the cash from the Bank or an amount transferred into the Cardholder's current/savings account.

**Credit Limit:** The maximum credit limit permitted by the Bank for the Card transactions, as notified from time to time to the Cardholder.

**Account Statement:** The monthly statement sent to the Primary Cardholder by ordinary mail service, or national address registered with the Bank, electronic mail, or electronic statement using the Cardholder special account in the Bank website (banking services/ internet banking) detailing the Card Transactions requested in the Card Account, and all amounts due and payable to the Bank by the Cardholder.

**Day:** The calendar day

**EPP:** Easy Payment Plan program as described in the EPP terms and conditions section below.

## 1. General Terms:

- A. The bank must encourage customers to read the contracts and their appendices, the initial disclosure form, terms and conditions, documents, and any other document that requires the customer's approval or signature, and verify their awareness and understanding of their content. In addition, the bank should provide the updated terms and conditions through its electronic channels.
- B. The Bank reserves the right to accept or reject any credit card application.
- C. In case the credit card application is rejected, the applicant will receive a notice showing the reason for rejection within 5 business days.
- D. If the application is accepted, the Cardholder can receive his/her card through one of the Bank branches or through courier, provided that this is determined in advance by the applicant in the application form.
- E. The credit limit assigned to the card will be determined in accordance to the monthly net income or liability relationship or in relation to the amount of deposits of the applicant in the Bank and in general assignment of limit will be subject to the discretion of the Bank. The credit card limit will be disclosed in the document that accompanies the approved card or within the first account statement issuance.
- F. The Bank may issue, if it accepts the application, a card type of its own choice irrespective of what the Cardholder has asked for and assign the credit limit it deems fit.

- G. All credit cards are a property of the bank and the bank may decide to withdraw the card(s) at any time or block or discontinue/cancel the service without any prior notice in order to protect the interests of the Cardholder and/or the bank.
- H. After receiving the card, Cardholder shall sign in the space dedicated for this purpose on the back of the card. Cardholder shall activate the card by calling the Bank toll free telephone directly or through one of the Bank branches or through any of the electronic channels of the Bank such as FransiPlus, FransiMobile or through the ATM or any other mode the Bank may introduce.
- I. The validity of the Card shall be three (3) years from the date of issuance.
- J. The Bank shall renew the Card automatically upon approaching the expiry date and shall collect the necessary charges. The Cardholder has the right to accept or reject the renewed Card, Cardholder will be considered accepting the renewed Card if he/she activates the Card or he/she did not object to the renewal within fourteen (14) days.
- K. Cardholder assumes full responsibility for the obligations arising throughout the term of use of his/her card. He/she shall pay immediately the principal amounts, service charges, and any other fees, penalties, and exchange rates levied by the Bank or Visa/MasterCard or any other entity which are according to the Terms and Conditions due to the Bank.
- L. The additional product features and benefits may be changed from time to time without any prior notification, and these include those provided by Visa/MasterCard as well.
- M. The Bank is not liable for any misuse or mismanagement of products and services offered to a Cardholder by the Bank.
- N. The Bank reserves the right at all times at its sole discretion to change and amend the general terms and conditions and the effective date of implementation of the change/amendment in terms and conditions will be after thirty (30) days starting from the date of communicating such change/amendment to the customer/cardholder via any guaranteed method of communication. Cardholder may cancel and close his/her Card(s) provided that such cancellation/closure will be made by via any guaranteed method of communication within fourteen (14) days of receipt of the change notice, in this case all amounts due to the Bank and other liabilities of the Cardholder will be settled.

- O. The parties agreed to conclude this agreement in accordance with the principles of Islamic law.
- P. Benefits and Services: There may be offer benefits and services which are provided through Visa/MasterCard. These are provided by the Bank on a best effort basis and may be subject to specific conditions laid out by Visa/MasterCard. The Bank is neither liable nor responsible for the quality or availability of these services. Cardholder is responsible for all concierge and third-party authorization provided and requested to service provider.

## 2. Reoccurring payment And Digital Wallets:

Stopping the plastic card does not mean stopping the customer use of the Reoccurring payment service and the transaction related to the Digital Wallets (example: Apple Pay, Mada Pay) as the cardholder will be able to pay with it. In case the cardholder wants to stop this function, then the cardholder must notify and raise a request via the bank contact center.

## 3. Credit Limit/Purchase Level:

- A. Cardholder may not exceed the credit limit.
- B. If a transaction is performed and the transaction amount exceeds the credit limit, the Bank is not liable to approve the transaction. However, the Cardholder agrees that the Bank may approve such transactions. In addition, the Cardholder will be responsible for any surplus amount, in addition to any other amounts accrued due to the fees mentioned in the Initial Disclosure Document.
- C. If the service charges and fees applied to the overall balance add up to beyond the credit limit assigned, or in the case of offline/late presentment/force transactions, the delayed transaction may cause the account to go over limit. Therefore, it is the responsibility of the Cardholder to ensure that he/she does not exceed the credit limit.
- D. In the event the Cardholder exceeds the credit limit, the Bank at its discretion may suspend the card. The Bank may in accordance with the credit rating of the Cardholder, accept or refuse to increase the Credit Limit of the services required.

- E. In all cases of exceeding the credit limit, the over limit amount is payable immediately, along with the minimum amount due and overdue amount, if any.
- F. Cardholder may request for a Credit Limit increase which the Bank may allow/reject at its own discretion and the credit rating.
- G. The Bank has the right to at any time to reduce the Credit Limit of the Card without prior notice to the Cardholder and will not increase Credit Limit unless an authenticated request is submitted by Primary Cardholder.

#### 4. Fees: (For applicable Fees, please refer to Initial Disclosure Document)

- A. The bank should not charge the annual fees for credit cards until they are activated by the customer, and the issuing entity "The bank" has the right to cancel the card if it is not activated within 90 days from the date of issuance.
- B. Annual fees are charged upon issuance of the Card for the first time and every year upon renewal.
- C. Annual fees are charged to the Cardholder in a month chosen by the Bank, and the Cardholder may not reclaim those fees even if the Card is cancelled and account is closed before expiry.
- D. Fees are applied in accordance to the segment of the customer, therefore any upgrade or downgrade to the segment may increase/decrease the applicable fees accordingly.
- E. Monthly profit margin will be charged to the unpaid outstanding balance of the Credit Card and it will be payable by the Cardholder.
- F. To avoid monthly profit margin, the outstanding balance shall be fully paid and received by the Bank before the payment due date as shown in the statement of account.
- G. Value Added Tax: VAT shall be added at the current applicable fees as amended from time to time, such tax shall be borne by the Cardholder in accordance with applicable rules and regulations.

#### 5. Cash Withdrawals:

Withdrawals are limited to 30% of the Cardholder's Credit Limit, the cash advance fee will be calculated for each cash withdrawal transaction as per the

Initial Disclosure Document. The Bank may set a maximum daily limit of five thousand riyals (SAR 5,000) for cash withdrawal transactions.

## 6. Card Fraud & Unauthorized Transactions:

- A. In case of any fraudulent or unauthorized transactions on the Card, Cardholder must immediately contact and notify the Bank about such transactions whether inside or outside the Kingdom of Saudi Arabia. Contact details are available on the back of the Card or the Bank's website.
- B. The Cardholder will be liable and responsible for any negligence or delay in reporting any fraud or unauthorized transactions on the Card. It is the exclusive responsibility of the Cardholder to safe-guard his/her card details and PIN and not disclose it to anyone. In case of any willful disclosure of such confidential information, the Cardholder will be liable for any fraud transaction as a result of this disclosure.
- C. The Cardholder should register and ensure he/she is receiving all SMS alerts on the registered mobile number for any transactions on the Card and it is the sole responsibility of the Cardholder to carry his/her mobile phone at all times in order to receive the SMS alerts and inform the bank in case of any change in mobile number.
- D. The Cardholder will not be financially responsible for any further fraudulent or unauthorized transaction on the Card after he/she has reported the fraudulent/unauthorized transaction to the Bank.
- E. The burden of proof for a fraudulent /unauthorized transaction will remain on the Cardholder disputing such transactions and all necessary documentation for this purpose such as customer dispute form, passport copy, or any other ID document will have to be provided to the Bank for speedy resolution of the dispute.
- F. The Bank will credit the Card Account after satisfying the legitimacy of the dispute and receipt of the required documentation.
- G. Although the Bank will make efforts to contact the Cardholder in case of a suspected fraudulent/unauthorized transaction, the Bank reserves the right to block the Card without waiting for Cardholder's confirmation/consent to protect the Cardholder and Bank from any loss, and then inform the customer.

## 7. Statement & Payments:

- A. If the Cardholder decides not to pay the total outstanding balance, he/she will pay no less than the minimum amount due shown in the card statement (5% minimum amount due). Cardholder shall, in all cases, make sure that the Bank has received the payment through a cheque before no less than four business days (excluding Fridays and Saturdays) of the due date, to ensure that the Bank has received the due amount on or before date of maturity, bearing in mind the period required for collecting the cheque value as no amount will be registered in account till the required amount is received. In all the cases, the payment (including all means of payments such as online payment, SADAD if/and when available, SARIE if/when available, cash, etc...) amount should be credited to the credit card account by or on the payment due date so that service charges and other associated charges such as the late payment fees, and not limited to it, is applied.
- B. The minimum payment amount on the credit card is 5% of the total outstanding amount or SAR100. If the actual amount to be payable is less than SAR 100, then that amount will be collected.
- Example 1: Total outstanding amount is SAR 10,000 and the Minimum Payment is 5%, i.e.,  $\text{SAR } 10,000 \times 5\% = \text{SAR } 500$ . Hence Minimum Payment = SAR 500.
- Example 2: Total outstanding amount is SAR 1,500 and the Minimum Payment is 5%, i.e.,  $\text{SAR } 1,500 \times 5\% = \text{SAR } 75$ . Hence Minimum Payment = SAR 100
- C. Statement of account stating all transactions executed and posted to the Card Account including fees & charges will be generated on monthly basis and will be provided to the Cardholder through electronic means or by any other means that may be selected by the Bank on regular basis at least three weeks before the due date.
- D. If the Cardholder requires a paper-based statement, he/she may request the Bank and the Bank shall mail it to the Cardholder's provided address. The Bank will not be held liable for any delay regarding the ordinary mail service or any other means selected by the Bank or for non-receipt of the Account Statement by the Cardholder.

- E. The Bank will generate monthly statements on the 3<sup>rd</sup> of every month (Gregorian calendar) or any other day the bank deems fit; Cardholder can choose any of the above dates of his choice. The Bank, however, has the right to change one or all dates at its discretion. The Cardholder will get a grace period of approximately twenty-one (21) days from the statement generation date to either pay in full or the minimum payment of 5% of the outstanding balance.
- F. The Account Statement will be considered correct and binding on the Cardholder, and in case of any objection/dispute, the Cardholder must notify the Bank of such objection within thirty (30) days from the date of issuing the Account Statement. If no objection/dispute is received from the Cardholder within the prescribed period, the Cardholder shall be deemed to be in agreement of the Account Statement and no objection will be accepted later.
- G. If the full balance is not repaid by the payment due date, service charges/commission will accrue on the outstanding balance at an Annual Rate applicable, calculated on daily basis from the transaction date up to the date when full repayment is credited to the Credit Card Account.

Example:

Transaction date: 18/12/2018

Statement date: 10/01/2019

Outstanding amount: SAR 2,000

Number of days: 23 days

Services Charges or Commission:  $(\text{SAR } 2,000 \times 27\% \times 23) \text{ Divided by } **360 \text{ days} = \text{SAR } 34.50$

\*27% is the indicative annual percentage rate used only for illustrative purpose.

\*\* Interest is based on twelve 30-day months.

- H. If the Cardholder deposits the minimum payment due or full outstanding balance after the due date mentioned on the monthly statement, he/she will be charged with a Late Payment Fee applicable, and shared in the latest Initial Disclosure Document. Late Payment fee collected will be disbursed in charity after the deduction of the actual collection expenses (if any). And in case of no payment made within consecutive 3 months, following will take place:
- Card account will be blocked and reported in SIMAH accordingly



- b. Contacting the customer within this period to discuss repayment and free credit advice on how to deal with financial issues
- c. Work closely with customer on settlement prior taking any legal action against customer
- d. The bank has the right to identify a third party in relations to collection related matter within 1 months after the 3 months period has passed including all legal and execution procedures.
- I. All Cash Withdrawal Transactions from ATM machines or by FransiPlus / FransiMobile (online banking) or by Bank branches or transfer from credit card account to current account will be charged the applicable cash advance fee on the credit limit and the service charges at the prevailing rate will be applicable from the transaction date of cash withdrawal.
- J. The Bank will report delinquent/defaulted Cardholders to SIMAH (Saudi Credit Bureau) as and when it requires details of the Cardholder's credit card account including default and outstanding/repayment amounts on the Credit Card.
- K. If the Cardholder settles or pays the minimum amount due on or after the maturity date, the Bank will conduct a Tawaruq transaction by selling some of the goods owned by the Bank to the Cardholder at a deferred price and then the Bank shall act as an agent for the Cardholder to sell to a third party by Cash for its price and use it to settle the rest of the amount on the Cardholder.
- L. If the Cardholder pays the full amount due in or before the due date, no Tawaruq transaction will be performed.
- M. The Tawaruq transaction will appear in the next Account Statement. If the Cardholder did not object to this transaction within thirty (30) days from the date of the Account Statement, the transaction is considered accepted by the cardholder.
- N. If the Cardholder objects to the Tawaruq transaction within thirty (30) days from the date of the Account Statement, the Bank shall review the Cardholder's request. If the objection is determined, the Bank shall refund the entire amount of Tawaruq and profit from the disputed transaction only.
- O. In all of the above cases, the Tawaruq transaction will be performed after the expiry of the grace period, provided that the Cardholder is not bankrupt.

- P. If the Cardholder fails to pay the due amount on the due date for three (3) consecutive months, the Card will be frozen and the Bank may not perform Tawaruq transactions to settle the Card.
- Q. If the Cardholder objects to any transaction after performing the Tawaruq transaction that involve the disputed amounts, then the amount of the objection that will be returned or refunded to the Card Account is equivalent to the value of the disputed transaction and the profit from it only.
- R. The Tawaruq transaction will not be performed until the Cardholder has paid the minimum amount due, which is 5% of the total amount or one hundred (100) Saudi Riyals whichever is higher.
- S. If the Cardholder settles or pays the minimum amount due on or after the maturity date, the Bank will conduct a Tawaruq transaction by selling some of the goods owned by the Bank to the Cardholder at a deferred price and then the Bank shall act as an agent for the Cardholder to sell to a third party, we allocate sales proceeds to pay card dues.
- T. Cardholders must not use their cards for any unlawful, illegal or immoral purposes, including the purchase of goods or services prohibited by Shari'a rules. The Card may also not be used in any purchases or services prohibited by Shari'a. In the event of such transactions, the Bank reserves the right to cancel any cards associated with the Card Account and the Cardholder shall pay all outstanding amounts in the Card Account.
- U. The statement billing currency amount will be in Saudi Riyals; however, for MasterCard, all foreign currency transactions will be converted first to US Dollar as per the prevailing exchange conversion rate by MasterCard on the date of the transaction then to Saudi Riyal as per the prevailing exchange conversion rate by MasterCard on the date of the transaction made by the Cardholder. For Visa, all foreign currency transactions will be converted to SAR as per the prevailing exchange conversion rate by Visa on the date of the transaction made by the Cardholder. The Cardholder would be liable for any difference of fee or currency rate when they will be posted to the Cardholder's account by the Bank. All currency exchange rates and their conversion into Saudi Riyals are based on prevailing Visa / MasterCard exchange rates and will attract exchange rate changes.

### [MasterCard Example:](#) POS Transaction

EUR 500 transaction on POS in Paris, France.

EUR 500 is converted into USD 562.7 based on the currency conversion rate of EUR 1 = USD 1.1254

USD 562.7 is converted into Saudi Riyal by applying a 2.7% foreign exchange mark-up as follows:

USD 562.7 X 3.79401 X 102.7% = SAR 2,192.53 (rounded off to the nearest higher Halalah)

## Cash Transaction

TRY 1,000 cash withdrawal transaction in Istanbul, Turkey.

TRY 1,000 cash withdrawal transaction amount is converted into USD 365.5 based on the currency conversion rate of TRY 1 = USD 0.3655.

USD 365.5 is converted into Saudi Riyal by applying a 2.7% foreign exchange mark-up as follows:

365.5 X 3.79401 X 102.7% = SAR 1,424.15 (rounded off to the nearest higher Halalah)

\*Cash Advance Fees will apply

## Visa Example:

### POS Transaction

USD 100 transaction on POS in New York, USA.

USD 100 is converted into SAR 376.42 based on the currency conversion rate of USD 1 = SAR 3.7642

USD 100 is converted into Saudi Riyal by applying a 2.7% foreign exchange mark-up as follows:

USD 100 X 3.7642 X 102.7% = SAR 386.59 (rounded off to the nearest higher Halalah)

### Cash Transaction

USD 100 transaction on Cash in New York, USA.

USD 100 is converted into SAR 376.42 based on the currency conversion rate of USD 1 = SAR 3.7642

USD 100 is converted into Saudi Riyal by applying a 2.7% foreign exchange mark-up as follows:

USD 100 X 3.7642 X 102.7% = SAR 386.59 (rounded off to the nearest higher Halalah)

\*Cash Advance Fees will apply

## 8. Set-Off:

- A. The Cardholder acknowledges and agrees to authorize the Bank, without the need for prior notice, to deduct any due and payable amounts from any funds available in any account belonging to the Cardholder with the Bank. The main account will be the Saudi Riyal account, then follows any additional Non-Saudi Riyal accounts if needed. The Bank will be entitled to utilize any collateral of the Cardholder with the Bank including any assets or invaluable materials or amounts deposited with the Bank for repayment of the indebtedness of the Cardholder, and without the need for prior notice to the Cardholder. Also, the Bank will be entitled to seize any credit balance in any other current or saving account or any term deposit or any other amounts with the Bank, even if such amounts were not held as collaterals.
- B. In case of insufficient funds in the account/s of the Cardholder for repaying the due and payable amounts under the Card, the Bank will levy profit margin without the need for prior authorization from the Cardholder on the outstanding amount. It is the responsibility of the Cardholder to maintain sufficient balance in his/her current/savings account to cover the amounts due occurred through either cash advance, retail purchases, and/or service charges or any other fees that may be charged or on account of delayed advice received for offline/late presentment/force transactions.
- C. If the Cardholder delays payment of the minimum amount due, the Bank is entitled to:
  - a. Profit margin / charge a late payment fee and cannot exceed the outstanding amount, maximum SAR 100.
  - b. Reserves the right to suspend the Card at the sole discretion of the Bank.
- D. If the Cardholder delays payment of minimum amount due for three (3) consecutive months, this will result in the following:
  - a. Blocking of the Card, and no new Card will be issued until the entire debt is settled.
  - b. Offer the credit advisory services free of charge to the cardholder (regarding how to deal with financial difficulties).
  - c. Provide the Saudi Credit Bureau (SIMAH), or any other credit information company licensed in the Kingdom of Saudi Arabia, the name of the Cardholder to be added to the list of defaulted and

sanctioned customers. It is known that these lists are accessible by all banks operating in Saudi Arabia, and the name of the Cardholder will not be removed from the list until all due and payable amounts are paid.

- E. The Cardholder may repay all due amounts, full or partial, before the payment due date, and in case of amounts in excess of the due amounts, they will be added to the available balance, and the Cardholder will not be entitled to claim any profits on such amounts.
- F. The Bank will be entitled to authorize a third party to collect the due and payable amounts, full or partial, from the Cardholder.
- G. The Bank has the right to deduct from any other account of the Cardholder in order to cover the outstanding amount from the Card Account. If the Cardholder objects to transaction, a fee of SAR 50 will be applied if the objection is wrong and deducted from the Card Account as shown in the Initial Disclosure Document.

## 9. Use of The Banque Saudi Fransi Internet/Virtual Card:

This card is restricted to online use only. It cannot be used at ATM machines or Point of Sale terminals.

## 10. Use of Banque Saudi Fransi Credit Cards on The Internet:

The Cardholder can use his/her credit card for Internet purchase transactions using the Verified by Visa or MasterCard Secure Code service as applicable. To complete the transaction, a one-time password (OTP) is sent to the Cardholder's mobile number and the OTP has to be provided on the Internet screen in the required field. To receive the OTP, transaction alerts and other communication from the Bank, updating the mobile number in the Bank's record is a must. The Cardholder undertakes to take responsibility for updating the Bank records with the correct mobile number and correct address. The Bank is not responsible for the cardholder not receiving SMS messages or SMS messages transformed in transit for any reason. The cardholder is required to react immediately to any SMS message he/she notices which is not in line with the card usage or the Cardholder expectation.

## 11. Exchange & Taxation Restrictions:

The Cardholder promises to abide by the exchange and taxation restrictions which may be imposed as a result of the use of card, and the Cardholder will be responsible thereof. The Bank will also be authorized to debit all the damages, claims and expenses to which the Bank is exposed, to the account of the Cardholder as a result of these laws, and also all the taxation, fees and expense as well as all the amounts imposed by the regulations for any transaction.

## 12. Cardholder Responsibilities:

- A. Cardholder will be responsible for all the transactions related to the use of his/her own card irrespective of whether it has been made through signing of a bill or providing the card number and other information pertaining to the card(s) and/or his/her personal information such as date of birth, ID/Iqama/Passport number and other sensitive information to a travel agent, hotel, car rental agency or any other establishment/entity for purpose of purchasing goods/services by request through mail or telephone or e-commerce or point-of-sale or SADAD Bill payment. The Bank, further, is not responsible for any misuse of any pieces of information shared.
- B. Any transaction executed using the Card, such as cash withdrawals, purchases via point-of-sale terminals or e-commerce (contact and contactless) and charges prescribed by the Bank.
- C. Bank will treat Cardholder's PIN as his/her authorization whenever it is used with the card. Cardholder PIN is the electronic signature and identifies the Cardholder as the authorized user of the card. Any instructions received or transactions done using the card with the PIN will have the same legal effect as if the Cardholder signed a written direction to the bank. Safeguarding the PIN is the Cardholder responsibility. The copy of the original merchant sales slip or the cash advance slip or any other draft would be considered as a sufficient proof that the transactions were performed. The Cardholder agrees that he/she will never reveal the PIN to anyone, including merchants, members of the family and employees of the Bank.
- D. The Cardholder agrees that he/she will update the mobile number, address and other contact details, including e-mail address as and when there is a

change. The Cardholder acknowledges that he/she understands that the mobile phone is a must to receive messages and complete certain transactions and hence the Cardholder agrees to update the mobile number whenever there is a change. The Bank is not responsible if the Cardholder does not update the details mentioned here and loses his/her right.

- E. For certain transactions, bank may allow the Cardholder to use the card without providing the PIN. For these transactions, Cardholder will have the same responsibilities as if the Cardholder has used the card with the PIN.
- F. Cardholder shall register, login and access all information provided by the Bank on the Bank's secure website for the purpose of disclosures and access to information and all Bank notifications, including, but not limited to monthly statements, account information, etc., without further need to send this information by e-mail or normal post, unless the Cardholder explicitly requests.
- G. **The Cardholder agrees and understands that he/she will not use the Card for trading in foreign exchange, and purchasing virtual currencies.**
- H. Additional/Supplementary Card: The Primary Cardholder may, subject to approval of the Bank, request an additional/supplementary card for anyone through an official request, according to the following conditions. The Bank has the right to approve or reject the application for an additional card:
  - i. The Primary Cardholder shall be responsible, in all cases, for the fees, expenses and costs occurring to the additional/supplementary Cardholder through his/her use of the card and transactions, and record these transactions at the expense of the Primary Cardholder. The Supplementary credit card limit is part of the total Primary Cardholder's total credit limit.
  - ii. The Primary Cardholder shall be responsible for all transactions, and these transactions shall be registered at the expense of the Primary Cardholder and posted to the Card Account.
  - iii. Use of the additional/supplementary cards is subject to the terms and conditions stipulated by this agreement and additional/supplementary cards will not be used as separate cards for account purposes.
  - iv. The additional/supplementary card will be subordinate to the Primary Card with respect to cancellation, renewal and suspension as well as other matters.

- v. The credit limit of the Primary Card may be inclusive of the credit limit of the Supplementary Card, never the less, The Primary Cardholder may request the Bank to assign a lower credit limit for the Supplementary Card. The Primary Cardholder will also be responsible for all payments and charges on the Supplementary Card whether or not those payments exceed the credit limit for the Supplementary Card.

## 13. Card Loss or Theft:

In case of loss or theft, the Cardholder shall notify the Bank immediately through the phone banking. The Cardholder shall be responsible for all outstanding amounts and transactions on the Card prior to the reported loss or theft of the Card.

## 14. Change of Address:

- A. All notices are sent to the Cardholder address shown in this application.
- B. Cardholder shall notify the Bank of any change in his/her address or the instructions related to sending the statements and other notices. This notice will only be valid upon receiving it by the Bank.
- C. The last address or written instructions given to the Bank shall be considered as the mailing address of the Cardholder for purpose of sending statements and notices.
- D. The Bank accepts no liability for misdirected mailings if the Cardholder has not notified the Bank in writing of a change in address.
- E. The Bank will not be held liable for any delay regarding the ordinary mail service or any other means selected by the Bank or for non-receipt of the Account Statement and notices by the Cardholder.

## 15. Cancellation of Card by Cardholder:

The Cardholder may request cancellation of his/her main or additional/supplementary card at any time by notifying the Bank in writing or any authenticated channels. Cardholder shall pay the outstanding balance and return the card to the Bank. In case of new card issuance, the Cardholder can



return the card within ten (10) days of receiving the card, without the obligation to pay any annual fees provided he/she has not activated and/or used the card for any transaction. In case customer requests a clearance letter, the clearance letter will be issued after seven (7) days from the date of full settlement of the entire outstanding balance on the card account and update the Cardholder's record with SIMAH within one week from the date of closing the Card Account.

## 16. Cancellation of Card by The Bank:

The Card is owned by the Bank and it will remain so at all times. The Bank may, at its own discretion, cancel the Card and close the Card Account at any time with or without any prior notice to the Cardholder. Upon occurrence of this cancellation, Cardholder will stop using the Card, return it to Bank, and pay the outstanding balance immediately.

## 17. Effect of Cancellation:

All pending transactions including cash advances and purchases are due and payable immediately in full upon cancellation of the Card and closing the Card Account. Cardholder shall be, in all cases, responsible for all the expenses and costs which the Bank may incur in collecting the amounts which are due and payable by the Cardholder, in addition to the accumulated service fees, fees of the additional amounts and all the fees and expenses accrued subject to these terms and conditions, and he/she shall compensate the Bank for them without delay.

## 18. Merchant Behavior:

The Bank is not responsible for a rejected transaction at the merchant level or for the goods or services which the merchant provides. The complaint of the Cardholder against the merchant will not release him/her from any obligations.

## 19. Re-Issue, Renewal or Replacement:

The Bank may, according to its own discretion, reissue, renew or replace the card. However, the Bank has the right to check the credit standing, all financial obligations on customer, and other relevant information before deciding to

renew the card and in no way is obliged to replace the card. If the Bank agrees to replace a card, the Cardholder will pay a re-issuance fee.

## 20. Authenticated communication:

Any authenticated communication with Cardholder is deemed sufficient for carrying out financial transactions and the Cardholder is responsible for such transactions.

## 21. Reward/Bonus Points:

The Reward/Bonus Points are in accordance to "Jana" loyalty program terms and conditions. Cardholder agrees that he/she will redeem these Points within the validity period and has no claim on expired and in the event of card cancelation. Cardholder will be notified 1 month before the expiry of the points and repeatedly 1 week before the expiry via authenticated communication channels such as SMS.

## 22. Death:

In case of death of the Cardholder the outstanding amount will be settled through the inheritance.

## 23. Bankruptcy:

If the Cardholder declares Bankruptcy the outstanding amounts shall be paid immediately.

## 24. Assignment:

The Bank may assign all or some of its rights at any time to any other party without notification to or approval of the Cardholder.

## 25. Applicable Laws:

In case that the Cardholder fails to pay the amounts payable by him/her, or to fulfill his/her liabilities and obligations under these terms and conditions,

Cardholder will agree that the Bank may take judicial procedures with the courts, judicial committees or special courts which have authorities over the Cardholder and/or his/her private properties in the Kingdom of Saudi Arabia and/or abroad.

## 26. Saudi Credit Bureau (SIMAH) For Credit Information System:

The Cardholder agrees that the Bank shall provide the Saudi Credit Bureau (SIMAH) or any other credit information company licensed in the Kingdom of Saudi Arabia with the information and data required by it to establish an account with the Bank and / or review and / or its administrations for the Cardholders. If the Cardholder fails to pay, this will negatively affect the credit history of the Cardholder, which means that it will not be allowed for him/her in the future to obtain any facilities or finances from other Banks.

## 27. Clause of Illegal Transactions:

The Cardholder undertakes not to use the principal or additional card issued for him/her directly or indirectly at any illegal transactions or purposes including purchase of goods, or obtaining services which are prohibited to be circulated in the Kingdom of Saudi Arabia and the place where he/she uses his/her card subject to the rules and laws effective, and those which also violate the agreement signed by him/her.

## 28. Invalidity:

If any of these Terms and Conditions is adjudged to be invalid, void or unenforceable, the remaining Terms and Conditions will not be affected thereby. Such invalid provision may be replaced by the lawful provision that most nearly embodies the original intention of the parties as expressed herein, and these Terms and Conditions will in any event otherwise remain valid and enforceable.

## 29. Indemnification:

Cardholder shall be solely responsible for and shall defend, indemnify and hold the Bank, its affiliates and their respective employees, agents, officers, directors, and assigns harmless from and against any claims, lawsuits, judgments, losses, liabilities, expenses (including reasonable attorney's fees), costs, damages and

awards (collectively "Claims") including, without limitation, Claims relating to economic loss and/or reputational loss arising out of or resulting from your failure to abide by these Terms and Conditions.

## 30. Termination of Service:

The Bank reserves the right to cancel, without notice, any product or service offered to a Cardholder for his/her failure to abide by these Terms and Conditions, which shall be in the sole discretion of the Bank.

## 31. Bank Contact:

Cardholder may contact the bank from landline on 8001242121 or 8001188880 and from mobile/outside the Kingdom on +966 920000576. In case of a complaint, the Cardholder may contact FransiCare Department within the Kingdom on 920000548 or from mobile/outside the Kingdom on +966 920000548.

## 32. EPP Terms and Conditions "Optional":

- A. The bank's (BSF) Easy Payment Plan Program (the "EPP") is available to banks' credit card holders (each a "Cardholder") for purchase transactions done at merchants specified by the bank. List of merchants are available on the bank's website and may change from time to time.
- B. The availability of the EPP to the Cardholder is subject to the available balance in the Cardholder's account with the bank and acceptance by the bank of the Cardholder's request to utilize the EPP. Cardholders who are delinquent (i.e. not current on payments) or over the limit on their BSF credit card(s) may have their EPP request rejected by the bank until such time as the Cardholder regularizes their account or until such time as determined by the bank at its sole discretion.
- C. Only single purchases of SAR 1,000 (One thousand Saudi Riyals) or more are eligible to be converted under the EPP and the maximum limit will be 90% of the Credit Card Limit.
- D. The tenure for the Program can be a minimum of 3 months up to a maximum of 12 months and customer cannot change the tenure after the Transaction is transferred to the Program. The Bank reserves the right to

increase or decrease the tenure periods where it deems suitable without prior notice to the customer. The EPP will be valid for periods determined by the bank's sole discretion (the "EPP Period").

- E. To convert any transaction to EPP, the Cardholder must initiate a request (the "EPP Request") by calling the toll free number (8001242121). The request will be processed within 3 Business Days. The Cardholder will be notified of the acceptance or rejection by SMS.
- F. The Cardholder must submit the EPP Request by no later than 21 days from the date of the transaction, otherwise the EPP request will be rejected.
- G. The bank reserves the right to reject any request for an EPP without giving any reason and the Bank will not be liable for any claim arising from said rejection.
- H. The bank may set a cap to the number of EPPs per Cardholder account. A service charge fee of SAR 50 (Fifty Saudi Riyals) will be applicable per each EPP request.
- I. In case of Cardholder disputes the purchased item/service using the Card by will due to damaged goods/services or any other unsatisfactory reasons, the customer will still be liable for the amount of the purchased item/service, and the Bank will not be responsible, at all events, of the purchased item/service. Such disputes relating should be resolved by the Cardholder directly with the Merchant and no claim by the Cardholder against the Bank. The authorized merchant (a "Merchant") participating in the EPP with bank are solely responsible for all obligations and liabilities in connection with the supply of goods/services or any defect or damage.
- J. In case of delay in payment of monthly installments, the Bank has the right to cancel the EPP Program and all applicable fees and charges will be payable according to schedule of charges and credit card terms and conditions.
- K. If the Card is closed /cancelled while a Transaction is still under the EPP Program, the EPP Program will cease to exist and the unbilled amount will be immediately billed to the Credit Cardholder. The entire outstanding amount shall immediately become due and payable by the Cardholder and the Bank shall have the right to demand the immediate payment thereof at its discretion.
- L. The Bank reserves the right to withdraw the EPP at any given time with (30) thirty days prior notice to the Cardholder at the Bank's sole discretion. The

Bank also reserves the right to extend the EPP to any or all other Cardholders.

- M. Cardholders can only use 90% of their existing credit limit to obtain installments for retail purchase transactions only. Additional credit is not offered with the EPP and cash advances are not valid for use in any EPP unless Bank decided to offer so.
- N. The Cardholder agrees that the bank at its sole discretion may specify a minimum/maximum purchase amount and number of transactions to qualify for the EPP.
- O. The amount of each installment payment debited from the Cardholder's account (the "Payment") will be debited on a monthly basis and will be included as a transaction appearing on the Cardholder's statement.
- P. If a Cardholder is on a full payment plan (100% repayment) under his/her existing credit card, and elects to convert a purchase under the EPP, the Cardholder's existing balance, if any will be automatically changed to a minimum payment method plan (5% repayment).
- Q. Any EPP must be paid in full before a Cardholder can change products or even close the Card Account.
- R. The Cardholder is entitled to cancel the EPP at any time during the EPP period, however a cancellation fee will apply.
- S. The bank does not offer or provide any warranties, or accept any responsibility or liability of any kind in respect of the EPP and hereby disclaims any and all express or implied warranties with respect to the same.
- T. It is the Cardholder's responsibility to ensure that he/she provides the correct and valid contact details to the bank in order to ensure that all communications related to the EPP are received.
- U. In case of a credit card upgrade, all transactions on the old credit card will be transferred to the new credit card including the EPP.
- V. No delay or omission of the bank in exercising or enforcing (whether wholly or in part only) any right or remedy hereunder shall impair such right of remedy of the bank and shall not be construed as a waiver of such right or remedy.
- W. In no event shall BSF, any of its affiliates, or any of its officers, directors, employees or agents be liable for any loss, damage or expense arising out of or otherwise related to the EPP.

- X. Transactions on a supplementary credit card can also be converted to EPP subject to the minimum eligible payment purchases threshold.
- Y. In the event of any inconsistency between the Arabic text and its English translation, the Arabic text shall prevail.
- Z. In the event of inconsistencies between these EPP terms and conditions and the previous EPP terms and conditions, these terms and conditions shall prevail.
- AA. The bank reserves the right, at its absolute discretion, to amend, modify, vary and/or supplement these terms and conditions at any time.
- BB. Any such amendments or supplements shall be provided on the bank's website and the bank's decision in all matters relating to the EPP shall be at the bank's discretion and shall be final and binding on the Cardholder. The Cardholder will be informed of any change (30) thirty days prior to the effective date.

### 33. Balance Transfer:

1. Bank does not accept balance transfers from any Banque Saudi Fransi credit cards.
2. The applicant must be eligible for credit card pursuant the terms and conditions of credit card applied by Banque Saudi Fransi.
3. The maximum balance transfer amount is 90% of the credit card limit granted to the customer and the minimum balance transfer amounts is SAR 1,000.
4. Bank may have a promotional profit rate to new customers who request a balance transfer as part of their Credit Card application.
5. The Bank will process the balance transfers based on the customer's request and the Bank will not be responsible before any other bank for any unsettled amounts or any additional fees in connection with processing the customer's balance transfer request.
6. Bank has the right to accept and process the customer request in case the available limit is less than the requested limit.
7. The Customer shall be responsible to cancel the card and close the account held with other financial institutions.
8. A request will only be processed to the customer card account once the card has been activated by the customer.

9. After the agreement period and provided customer has paid in full, the remaining balance transfer balance will revert to the standard interest rate related to credit cards.
10. If customer goes delinquent, all outstanding balance will resume as normal retail purchase.
11. Balance transfer Request will be processed based on customer request and the details provided, hence if the customer provided incorrect SADAD reference number, the bank shall not be responsible if the balance transfer was made to a wrong card account in a different bank/issuer.
12. Balance transfer amounts are not eligible for Loyalty Program Rewards

## 34. Skip Payment "Optional":

1. Cardholder can defer payment for one month or more based on cardholder's choice without being considered as delinquent.
2. Deferring a payment must be done within the cycle date to benefit from it, otherwise such service will be deferred to next cycle payment due date.
3. Interest and other payable charges will continue to accrue during the deferred period.
4. The due monthly payment will begin again immediately following the deferred payment month.
5. Product Terms and Conditions will be applied.

Note: In case Cardholder does not meet the Terms and Conditions of the Card, the bank will take the necessary actions that will have potential consequences on Cardholder:

1. Cancellation/suspension of the Primary and Supplementary Cards without notice from the Bank.
2. Negative impact on SIMAH record and the ability to obtain new credit facilities.
3. Practicing all legal resources/rights with escalation to appropriate Saudi judicial authorities in the event of non-payment of balance dues.
4. Increased financial burden due to commissions, fees and charges in case of paying minimum due amount every month.



5. Financial losses due to unauthorized transactions due to failure to report loss/theft of the Card promptly to the Bank.

Credit card annual fees are not calculated until the client activates the card, and the card issuer has the authority to revoke the card if this does not occur within 90 days of the card's issuance.

In addition to distributing the revised terms and conditions via the bank's electronic channels, the bank shall encourage customers to read contracts and their appendices, the initial disclosure form, the documents, the terms and conditions, and any other document that calls for the customer's approval or signature in order to confirm their knowledge and understanding of what is stated.