



Etihad Guest American Express Gold Credit Cardmember Agreement

THE PARTIES TO THE AGREEMENT

The parties to the Agreement are Amex (Saudi Arabia) Limited and the Cardmember whose name appears on the Card.

1. DEFINITIONS

"Account"	Any account we maintain in relation to the Card.
"Card"	Any Credit Card issued to operate the Account which will be an Etihad Guest American Express Gold Credit Card
"Cash Withdrawals"	Any Cash Withdrawal made by using the Card, PIN or as authorized by you.
"Credit Limit"	The total maximum debit balance that is allowed on the Account, the amount of such balance will be determined by us.
"PIN"	The Personal Identification Number given to you to use in conjunction with the Card.
"Cardmember"	The person in whose name a Card is issued and who is the debtor on the Account.
"Additional Cardmember"	A Cardmember other than you, the Account holder, in whose name a Card is issued to charge Transactions, including Cash Withdrawals, to the Account.
"Service Establishments"	Retail and other outlets that accept the Card in payment for goods and services.
"Replacement Card"	Card specially issued in case of loss, theft, mutilation and non-arrival.
"Etihad Guest Miles"	The point awarded to an Etihad Guest Member of the Etihad Guest Program for (i) travel on Etihad Airways or any of Etihad Guest Program Partner its partner airlines; or (ii) using or purchasing qualifying services and products of non-airline Etihad Guest partners including the Product.
"Etihad Guest Terms & Conditions"	The Terms & Conditions issued by the Company and in force from time to time which govern the award redemption of Etihad Guest Miles.
"Company"	Etihad Airways.
"Eligible Transactions"	Those transactions which the Company and Amex (Saudi Arabia) Ltd shall from time to time agree are eligible for the award of Etihad Guest Miles.



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"Transaction"	Any payment made for goods or services or Cash Withdrawals obtained by use of the Card.
"Unauthorised Transaction"	Any Transaction made by someone who used the Card without your permission.
"We", "Us", "Amex"	Amex (Saudi Arabia) Limited or its successors.
"You", "Your"	The Account holder, the debtor under this Agreement.

2. ACCEPTANCE

- a. Before you sign or use the enclosed Card, please read this Agreement carefully.
- b. If you sign or use the Card, you are deemed to agree to the terms and conditions contained in this Agreement in all respects.

3. USING THE CARD

- a. You must sign the Card in ink as soon as you receive it (and ensure that the Additional Cardmember signs his/her Card); keep any PIN secret and separate from your Card; stay within your Credit Limit (the amount of which will be determined by us from time to time and shown on your statement); use the Card only within the period embossed on it; and not use the Card after it has been damaged, withdrawn or cancelled.
- b. Although you use the Card, it will, at all times, remain our property. This means you must give the Card back if we ask you to do so. A Service Establishment or any other person acting for or on our behalf can also keep the Card on our behalf.
- c. You must not allow anyone other than yourself or any Additional Cardmember to use the Card(s) or the PIN(s).
- d. If you use the Card to buy insurance, you empower us to pay the premiums on your behalf and you undertake to repay us accordingly. You must tell the insurer in writing if you wish to stop making payments and advise us with a copy of the same. We shall not be responsible for cancellation of any policy resulting from our inability to pay a premium because of insufficient credit in your Account.
- e. No Service Establishment owner who is a Cardmember/Additional Cardmember is allowed to use his/her Cards in his/her own Service Establishment. You are not allowed to utilize the Card to fund any part of, or to meet the working capital requirements of your business.
- f. You will be liable for all charges incurred on the Card issued to you and on any Additional Cards issued on your Account. The Additional Cardmember will be jointly and severally liable with you for all charges incurred on the Additional Card issued to him/her.
- g. You will pay Amex (Saudi Arabia) Ltd. all amounts debited to your Account regardless of whether a sale or cash advance voucher is signed by you or additional Cardmember.
- h. Amex (Saudi Arabia) Ltd. shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of decline of a charge by a Service Establishment.



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4. THE ACCOUNT

- a. We will operate the Account for you, and charge to it the amounts of all Transactions made on your Card and any Additional Card. You will pay us all amounts charged to your Account by you and any Additional Cardmember whether or not a record of the Transaction has been signed at the Service Establishment.
- b. When we give a Service Establishment permission to charge your Account, we assume the Transaction will take place and we will reduce accordingly the amount of credit available to you.
- c. We may refuse any request for authorization of any Transaction including Cash Withdrawals without giving any notice to you. We accept no responsibility for any loss either direct or consequential that you may suffer, but we will re-credit amounts improperly charged to your Account.
- d. If Amex (Saudi Arabia) Ltd. becomes aware of suspicious fraudulent transactions or requests being made or attempted on the Card, it reserves the right to block the available limit in the Card Account. This measure is being taken to safeguard your interest as well as that of Amex (Saudi Arabia) Ltd. and Amex (Saudi Arabia) Ltd. will not be held liable for the same.

5. FOREIGN CHARGES

All Transactions including Cash Withdrawals, incurred in currencies other than the billing currency of the Account ("Non-Billing Currency"), will be converted into the Account's billing currency ("Billing Currency"). Unless the applicable laws require a specific conversion rate, the American Express Global Network, will use conversion rates based on interbank rates, which they select from customary industry sources on the business day prior to the date of processing the transaction.

A nominal conversion fee of 2.5% on the converted amount will be added by Amex (Saudi Arabia) Ltd. ("Amex"), the Issuer of your Card. The conversion will be made on the date of processing the transaction, which may not be the same date when the transaction was made since this depends on the time when the transaction was submitted to American Express Global Network. The conversion rates may also vary accordingly. At the time of conversion, all transactions, which are incurred in currencies other than US Dollars, will be converted to US Dollars before being converted to the Billing Currency. Amounts converted by independent third parties are billed as converted by them.

6. COMMISSIONS AND FEES

- a. An annual fee for managing the Account of US\$150 per year will be payable by you. The annual fee for Additional Cards is US\$75. We specifically reserve the right to vary, at our discretion, the circumstances in which fees are charged and the amount of such fee(s) by giving you 45 days notice prior to making any such change.
- b. If you pay us with a cheque and your bank does not honour the cheque, we will charge you US\$40, plus any incurred costs. You will be responsible for all legal consequences, civil or criminal, of issuing a cheque that is dishonoured. You are also responsible for any costs, which we have to pay in recovering any overdue payment from you. This includes costs that we may incur in using a third party, such as a solicitor and any costs that they themselves incur in trying to recover the debt on our behalf. If you fail to pay the minimum amount before the payment due date, we may debit your Account with any costs that we incur. If your Account is set up on Direct Debit through your bank and your bank returns a direct debit payment due to insufficient funds in your bank account to cover the amount due, we will charge you US\$40, plus any incurred costs.



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- c. If you have a credit balance in your Account, and you require Amex (Saudi Arabia) Ltd. to refund this credit balance, then we will charge a fee of US\$27.
- d. We will apply a commission on all balances that result from all purchase Transactions at a rate of 2.5% per month, on a daily basis and from all cash Transactions at a rate of 2.75% per month, on a daily basis. A Commission will be charged on the amount you owe in respect of the Transactions from the date you make them until payment is received by us.
- e. If the payment of the whole of the statement closing balance on an Account is received by Amex (Saudi Arabia) Ltd. on or before the payment due date, no commission will be payable. If you wish to utilize the credit facility and pay Amex (Saudi Arabia) Ltd. an amount less than the statement closing balance, the balance of amount outstanding from the date of the transaction will attract commission. All transactions will attract a commission from the date of transaction at the prevailing rate once the Account uses the credit facility. This charge will be debited on the last day of the billing date and will be applied on daily outstanding balances.
- f. We may change the above standard rates of commission at any time at our discretion after providing at least 45 days advance notice to you. We may, at any time, reduce the commission on any Transaction, or any particular class of Transactions, incurred during a promotional period. We will give you at least 45 days advance notice of such rate reductions and the length of the promotional period. If such a reduction takes place, we will apply a commission on the outstanding amount in respect of any relevant Promotional Transaction at the reduced rate during the promotional period and then at the normal rate when the promotional period has come to an end.
- g. If the minimum amount due is not paid by the payment due date, a late payment fee of US\$40 will be debited to the Account on the last day of the billing cycle. Amex (Saudi Arabia) Ltd. also reserves the right to levy penal finance charges at 2.75% per month, in case minimum dues are not paid before the payment due date.
- h. All cash advances attract a transaction fee at the prevailing rate. A charge of 3.5% of the amount (subject to a minimum of US\$10) will be charged and billed to your Account along with the amount you have withdrawn. The fee will be debited to the Account at the time of posting of the cash advance.
- i. If the balance on your Account exceeds your Credit Limit at any time, we will charge you an over limit fee of \$30.
- j. We will charge you a Transaction Fee for Emergency cash on card. A charge of 4% or US\$15 whichever is higher will be charged and billed to your Account along with the amount you have withdrawn.
- k. A processing fee of US\$15 will be charged for any overseas payment made to the card account through designated overseas American Express offices.
- l. We reserve the right, at our discretion, to debit your Account with a fee of US\$40 to cover our investigation costs for the disputed charge. However, should our investigation reveal that the charge does not relate to you in any manner, we will credit your Account for the disputed charge and absorb the investigation fee.
- m. Upon your request, we will provide you with reprints of your monthly statement of account (when available). There will be no charge for the first three months requested. Any requests for additional months will be charged at a fee of US\$10 per statement.
- n. A processing fee of US\$27 will be charged if the Card needs to be replaced due to an incorrect name provided in the application form.



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7. CREDIT LIMIT

- a. Amex (Saudi Arabia) Ltd. will assign a limit to the Account along with a cash limit for all Accounts (as decided by Amex (Saudi Arabia) Ltd. from time to time), which must be strictly observed by you and which may be varied by Amex (Saudi Arabia) Ltd. from time to time. In the case of credit Cards you will be notified your revised credit limit in your next statement. Amex (Saudi Arabia) Ltd. may at its sole discretion (but shall not be obliged to) increase your credit limit. Amex (Saudi Arabia) Ltd. may also at its sole discretion, reduce or cancel the credit limit. In case you reject an increase in credit limit, Amex (Saudi Arabia) Ltd. shall, upon receipt of a request from you, revert to the original credit limit.
- b. Cash withdrawal limits will be determined at the sole discretion of Amex (Saudi Arabia) Ltd. and may vary from 0% of your credit limit to a maximum of 50% of your credit limit. Cash withdrawal limits are determined based on a variety of factors including your credit worthiness, your past spending and payment history and your record at the credit bureau. Cash withdrawal limits (if any) will be at the sole discretion of Amex (Saudi Arabia) Ltd. and subject to change from time to time without prior notification.

8. STATEMENTS & PAYMENTS

- a. We will regularly issue and put at your disposal a monthly statement so that you know how much you owe us on your Account. Each statement will show the total and minimum amount that you must pay to us. The minimum amount you need to pay us will be 5% of the total amount owing or US\$50, whichever is more. You can also pay anything up to the total amount you owe, if you wish.
- b. We will only credit the amount you owe to your Account when we receive **good funds on** your payment - not when you send it. We will apply your payments in the following order:
 - i. We will repay any fees and commission posted to your previous Statements of Account.
 - ii. We will repay any Debit Cash transactions posted to your previous Statements of Account.
 - iii. We will repay any Debit Non-Cash transactions posted to your previous Statements of Account.
 - iv. We will repay any fees and commission posted to your current Statement of Account.
 - v. We will repay any Debit Cash transactions posted to your current Statement of Account.
 - vi. We will repay any Debit Non-Cash transactions posted to your current Statement of Account.
- c. Commission for a statement period will be debited monthly to your Account as at the last day of each statement period. It will be calculated for each day of the relevant statement period and will be shown on your Statement of Account for that statement period.
- d. We will only credit the amount you owe to your Account when we receive your payment - not when you send it.
- e. If you are the sole proprietor of a Service Establishment (according to our records), you hereby authorize us to stop payments made payable to you or to your Service Establishment should your Card Account become overdue for any amount.



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- f. Cheques and demand drafts forwarded to Amex (Saudi Arabia) Ltd. for clearance of dues must be drawn on and be payable in Saudi Arabia. Payments will be credited to the Account only on receipt of good funds.
- g. All fees and charges incurred by Amex (Saudi Arabia) Ltd. in relation to returned cheques will be charged to you.
- h. You can pay your dues by cheques, drawn payable to Amex (Saudi Arabia) Ltd. and account payee crossed. You will issue separate cheques for separate Amex (Saudi Arabia) Ltd. primary Card Accounts held by you.
- i. You will be responsible for any direct debit instructions issued by you on your Card in relation to other service providers. Disputes, if any, in relation to such instructions must be resolved directly between you and such services providers. Notwithstanding the existence of such disputes, you must pay timely your invoice to Amex (Saudi Arabia) Ltd. You will also be responsible to advise your service providers directly of any change in your Card number for payment mandates / direct debits you have authorized on your Card, irrespective of the change being an outcome of instructions / action emanated from you or from Amex (Saudi Arabia) Ltd. Amex (Saudi Arabia) Ltd. accepts no responsibility for any disputes between you and other service providers.

9. QUERIES

- a. If you have any queries about the charges appearing on the statement, you must contact us immediately and in any event, not later than one month after the statement date. If you fail to notify us within that period, we shall be entitled to assume that you agree to the correctness of the statement. . The address to write to is Amex (Saudi Arabia) Limited, P.O. Box 6624, Riyadh 11452, Saudi Arabia, Tel: Toll Free 800 124 2229 or (+966 1) 474 9035.
- b. We are not responsible for goods or services charged to the Card. Once you have charged goods or services to your Card, you cannot later cancel that charge unless with the consent of the Service Establishment or the seller or the provider of the service as the case may be. In all circumstances, you must pay us the minimum amount shown on your monthly statement. Any dispute should be settled directly with the Service Establishment.
- c. Whilst we do not guarantee the resolution of any queries relating to charges, it is most unlikely that we will be able to resolve any queries relating to charges of more than 90 days.
- d. We will, at our discretion, raise an inquiry on your behalf with the Establishment and obtain the relevant supporting documentation for the disputed charge(s).

10. ETIHAD GUEST MILES

a) Eligibility

Etihad Guest Miles may be earned by Etihad Guest American Express Gold Credit Card Cardmembers.

Any Etihad Guest American Express Gold Credit Cardmember with any payment overdue or who is otherwise in breach of this Agreement shall not be eligible for Etihad Guest Miles. During any such period no further Etihad Guest Miles shall be credited. The award of Etihad Guest Miles accruing during any period where the Cardmember is in breach as above will be credited once any such overdue sums have been repaid or the breach has been remedied to the satisfaction of Amex (Saudi Arabia) Ltd. In case the Account is severely overdue, Amex (Saudi Arabia) Ltd. May at its sole discretion forfeit all your earned Etihad Guest Miles. In such situations your Etihad Guest Miles will not be credited even on payment of your overdue balances.



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b) Award of Etihad Guest Miles

- i. Etihad Guest Miles shall be credited at such rate as Amex (Saudi Arabia) Ltd and Company may decide from time to time. The current rate is 2 Etihad Guest Mile for every US\$3 debited to the Card Account in relation to Eligible Transactions rounded in accordance with Amex (Saudi Arabia) Ltd's procedures.
- ii. All earned Etihad miles will be credited to the Etihad Guest Card on the statement date.
- iii. The following transactions will not be eligible for the award of Etihad Guest Miles:
 - Cash advances, transactions carried out through Automated Teller Machines.
 - Fees and charges.
 - Card repayments, chargebacks and refunds.
 - Debit balance transfer from other cards
- iv. Where the Cardmember successfully disputes any transaction for which Etihad Guest Miles have been awarded, those Etihad Guest Miles shall be debited. In such cases if the relevant Account has been closed, the Etihad Guest Miles may be recovered from any other Etihad Guest Miles account held by the Cardmember.
- v. Etihad Guest Miles accruing for Eligible Transactions by a Additional Cardmember shall be credited to the your Etihad Guest Miles.
- vi. Amex (Saudi Arabia) Ltd may at its discretion and after notification in accordance with Clause 17 of this Agreement, change the types of transactions, which are Eligible Transactions.

c) Redemption

- i. The Company is solely responsible for the redemption of Etihad Guest Miles and Amex (Saudi Arabia) Ltd has no liability or responsibility to you or any other person.
- ii. Amex (Saudi Arabia) Ltd gives no warranty or guarantee as to the quality, condition or suitability of any goods or services provided on redemption.
- iii. Amex (Saudi Arabia) Ltd shall not be liable or responsible to you or any other person for any loss, damage or claims suffered by them in respect of any goods or services provided in redemption of Etihad Guest Miles or as a result of any product or service being unavailable.
- iv. The Company shall be solely liable to you for the redemption of Etihad Guest Miles and Amex (Saudi Arabia) Ltd gives no guarantee and has no liability to you or any other person for any failure to redeem Etihad Guest Miles by the Company or any other person.



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d) Silver Tier Status

i. Year 1: Automatic upgrade to Etihad Guest Silver tier

Cardmember will be automatically upgraded to the Etihad Guest Silver Tier following completion of a return flight on Etihad within the first 12 months from issuing The Etihad Guest American Express Gold Credit Card. Validity of the Silver tier is for one year as per the terms and conditions governing the Etihad Guest programme. The benefits of the Etihad Guest Silver tier (as per effective date of agreement) are as follows (The list of current Silver tier can also be found on www.rewards.etihadquest.com):

- Complimentary Access to Airport Lounges worldwide
- Priority waitlist
- 10kg excess baggage allowance
- Guaranteed Coral Economy seat, if you've booked 48 hours in advance
- Tier Bonus of 25% extra Etihad Guest Miles
- Business Class travelers earn 50% bonus miles
- Diamond first class travelers earn 100% bonus miles
- Exclusive Silver tier rewards and access to Etihad's dedicated partner network

ii. Subsequent years: Annual spend threshold = US\$ 20,000 or equivalent Etihad Guest Miles.

Etihad Guest Gold Credit Cardmembers will also be able to keep their Silver tier status, subject to achieving a qualifying spend threshold of US\$ 20,000 or its equivalent in Etihad Guest Miles during the previous 12 months.

e) Miscellaneous

- i. Amex (Saudi Arabia) Ltd may, by giving notice to Cardmembers by such method as it shall decide, vary this Agreement, modify, suspend or withdraw the Etihad Guest Miles program. This Agreement shall be subject to the applicable laws of the Kingdom of Saudi Arabia.
- ii. The Cardmember agrees that Amex (Saudi Arabia) Ltd may provide details concerning the Cardmember including details of the value and nature of any transactions completed on the Account to the Company.
- iii. The provision of Etihad Guest Miles and the redemption of Etihad Guest Miles shall also be subject to the Etihad Guest Terms & Conditions. In case of inconsistency between this Agreement and the Etihad Guest Terms & Conditions, this Agreement will prevail.



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11. ENDING THIS AGREEMENT

- a. You can end this Agreement at any time by returning to us all Cards we have sent you to use in connection with the Account with a letter asking us to end this Agreement. We will only end this Agreement when we receive all Cards cut in half and you have paid off all the amounts that you owe. You can cancel a Card used by an Additional Cardmember, by telling us in writing. However, you will still be responsible for all Transactions the Additional Cardmember makes until the Card is returned to us cut in half.
- b. We can end this Agreement at any time by giving immediate notice. Alternatively, we can stop you from using the Card. If we end this Agreement, you must pay all money you owe on the Account (including Transactions and Cash Withdrawals not yet debited to your Account).
- c. Unless paragraph 14 (b) applies, you will still be responsible for all Transactions or Unauthorized Transactions that take place in relation to the Account.

12. RENEWING THE CARD

- a. You authorize us to renew Cards before they expire.
- b. Unless this Agreement has ended, we may from time to time send you renewal or replacement Cards.

13. DEATH OR BANKRUPTCY

- a. In the unfortunate event of your death, we shall have the right to ask your legal heirs to settle all amount due on the Account immediately.
- b. In case of an unfortunate event of your bankruptcy, all amounts due on the Account shall become immediately payable to us.
- c. If you lose or give up your residency status in the Kingdom of Saudi Arabia or leave the Kingdom of Saudi Arabia permanently, we have the right to cancel your Card.

14. PROTECTING THE CARD AND PIN

- a. You must take proper care to make sure that the Card is safe and stop anyone else using it. You must keep your PIN secret. You must not keep a note of your PIN on the Card itself or anything you usually keep with the Card. You must not write down the PIN without disguising it.
- b. If you lose the Card, it is damaged, stolen or someone else finds out what the PIN is, you must tell us immediately. If you do this by telephone, you must confirm in writing within 7 days. The address to write to is Amex (Saudi Arabia) Limited, P.O. Box 6624, Riyadh 11452, Saudi Arabia, Tel: Toll Free 800 124 2229 or (966 1) 474 9035. As long as you do this and we receive your written notice, you will not be responsible for losses, which result from someone else using the Card. However, you will be responsible for all Transactions (including Cash Withdrawals) made using the Card by anyone who obtained possession of it with your or the Additional Cardmember's permission. Should you subsequently recover the lost / stolen Card, the recovered Card must not be used. The recovered Card must be destroyed by cutting it into several pieces through the magnetic strip.



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- c. You hereby indemnify Amex (Saudi Arabia) Ltd. fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card, in the event that (a) it is lost and such loss is not reported to Amex (Saudi Arabia) Ltd. or (b) it is lost and misused before Amex (Saudi Arabia) Ltd. is informed. Your maximum liability in this case will be the available credit limit or the total value of unauthorised transactions whichever is lower. If you have a credit balance in your Account then the 'available credit limit' will include both the credit limit and the credit balance outstanding in the Account.
- d. Provided you notify us immediately upon discovery of any fraudulent transactions from using your Card on Internet Websites, displaying the "Online Fraud Guarantee" sign and you have complied with your Card conditions, you will not be held liable for any charges. Immediately means as soon as you are aware but not later than 30 days from the receipt of the monthly statement.
- e. Provided you have in all respects complied with the terms and conditions, a replacement Card may be issued at the sole discretion of Amex (Saudi Arabia) Ltd. at the applicable fee.
- f. You must also notify us immediately if you change your address.

15. LIABILITY AND REFUNDS

- a. We are not liable if a Service Establishment does not accept the Card. If a Service Establishment agrees to give you a refund, we will credit your Account only if we receive a proper refund confirmation from the Service Establishment.
- b. Unless sub-paragraphs (c) and (d) below apply, we will be responsible for all expenditure on your Account if the Card is misused before you receive it or if a fault has occurred in the machines or systems used with the Card and this causes you to suffer direct loss unless you should have known about the fault because there was a message or notice on the display of the machine in question. However, you will be liable for all charges if the card is lost and misused before Amex (Saudi Arabia) Ltd is informed.
- c. We will only pay the amounts wrongly charged to your Account and any commission on those amounts. In all circumstances, you will be responsible for any losses resulting from you or the Additional Cardmember committing a fraud.
- d. In any circumstances outlined in this paragraph 15, you agree to cooperate in any investigation we may wish to make. You must do your best to obtain the agreement of the Additional Cardmember to cooperate in any such investigations.
- e. American Express is not responsible for any i) non-acceptance of the Card or the way the Card is accepted or declined, ii) failure to carry out our obligations under this Agreement arising from a systems failure, data or other data processing failure, industrial dispute or other event outside our reasonable control, iii) indirect, special or consequential damages arising under this Agreement.
- f. You and any Additional Cardmember are jointly and severally liable for all transactions on the Card and any Additional Cards.



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16. CHANGE OF AGREEMENT

- a. s). These Terms & Conditions shall be unilaterally and periodically reviewed, updated and amended by Amex (Saudi Arabia) Limited, and 45 days notice will be provided to you prior to entering into full effect. The up-to-date version displayed over this web page shall contain any such amendment(s), and shall therefore be deemed valid, entering into full effect, automatically after the notice period replacing and superseding the previous provision(s) whether contained in the Terms & Conditions in written form accompanying the Card (s) when delivered to you or previously displayed over this web page. The use or possession of the Card(s) after the notice period shall be deemed as your formal and absolute approval to such Terms & Conditions.
- b. We may assign our rights, benefits or obligations under this Agreement at any time. You may not assign your rights, benefits or obligations under this Agreement.
- c. If you do not accept such changes, you may terminate this Agreement (without incurring additional fees related to revised terms and conditions) within 10 days after the receipt of notice by cutting the Card in half and advising us in writing. You will be liable for all charges made and fees up to the date when we receive the notice of termination,

17. PRIVACY AND APPLICABLE LAW

- a. You agree to comply with all applicable exchange control regulations, which may be issued from time to time.
- b. The Agreement and, unless it is otherwise agreed between us, all matters arising out of the issue or use of the Card are subject to the laws of the Kingdom of Saudi Arabia, including but not limited to, the Committee for Settlement of Banking Disputes of the Saudi Arabian Monetary Agency (SAMA), and the court of jurisdiction shall be at our sole option. You agree, however, that we may carry on collection procedures in any other jurisdiction in which you may be resident or domiciled from time to time.
- c. As per SAMA guidelines, we provide credit information relating to you to The Saudi Credit Bureau (SIMAH) on a monthly basis. The information provided reflects the status as at the previous month-end and includes information regarding whether the Account is regular or delinquent. In the event a Account is delinquent as at the date of such reporting and the Account is subsequently regularized, the status of the Account will only be updated prospectively, at the time of the next monthly reporting. As per SIMAH, all changes in your status are updated within a maximum of 30 days. To avoid any adverse credit history with SIMAH, you should ensure that you make timely payment of the amount due on the Account.
- d. It being not reasonably possible for us to maintain original copies of all vouchers and other papers signed by you in connection with the use of the Card, it is our policy to place the same on microfilm. Accordingly, you hereby agree that such microfilm and/or copies thereof will be acceptable to you as evidence in any court of law to prove the transactions undertaken by you and that you will not object to the use thereof as evidence. Moreover, you agree that such microfilm or copy thereof may be used in any procedure for verification of your signature.



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- e. We will:
- i. Disclose information about you, your Account and charges on your Account (which may include details of goods and/or services purchased) to companies within the American Express group of companies worldwide (including other organizations who issue the Card), to any other party whose name or logo appears on the Card issued to you, to any party authorized by you, to our processors and suppliers and to organizations who accept the Card in payment for goods and/or services purchased by you and obtain such information from those parties, in order to administer and service your Account, process and collect charges on it and manage any benefits or insurance programmes in which you are enrolled. Where you purchase goods and/or services on behalf of a third party, you confirm that you have obtained the consent of the third party to the disclosure of his or her information to American Express group of companies worldwide for these purposes;
 - ii. Use information about you and information about how you use your Account (unless you ask us not to) to develop lists for use within the American Express group of companies worldwide (including other organizations who issue the Card) and other select companies in order that we or these companies may develop or make offers to you (by mail or telephone) of products and services in which you may be interested. The information used to develop these lists may be obtained from the Application, from information on where you use and what charges are on your Card, from surveys and research (which may involve contacting you by mail or telephone) and from information obtained from other external sources such as merchants or marketing organizations;
 - iii. Exchange information about you and your Account with credit reference agencies which may be shared with other organizations in assessing applications from you and members of your household for credit or other facilities and for preventing fraud and tracking debtors;
 - iv. Carry out credit checks whilst any money is owed by you on your Account (including contacting your bank, financial institution or approved referee) and disclose information about you and your Account to collection agencies and lawyers for the purpose of collecting debts on your Account;
 - v. Carry out further credit checks and analyze information about you and charges on your Account, to assist in managing your Account, authorizing charges on it and to prevent fraud;
 - vi. Monitor and/or record your telephone calls to us, or ours to you, either ourselves or by reputable organizations selected by us, to ensure consistent servicing levels (including staff training) and Account operation;
 - vii. Undertake all of the above within and outside Saudi Arabia.
 - viii. Undertake all of the above in respect of any Additional Cardmember on your Account. Where you have approved the issue of an Additional Card, you confirm that you have obtained the consent of the Additional Cardmember to disclose his or her information to American Express group of companies worldwide and process it for the above purposes.
- f. If you believe that any information we hold about you is incorrect or incomplete, you should write without delay to Amex (Saudi Arabia) Limited, P.O. Box 6624, Riyadh 11452, Saudi Arabia. Any information, which is found to be incorrect or incomplete, will be corrected promptly.



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18. INFORMATION

- a. You will promptly notify Amex (Saudi Arabia) Ltd. in writing of any changes in your employment and/or office and/or residential address and telephone numbers. In case you fail to notify Amex (Saudi Arabia) Ltd. of any change in your telephone number(s) or the address(es) and this results in Amex (Saudi Arabia) Ltd.'s inability to confirm transactions that appear suspicious, you shall remain liable for any misuse that takes place as a consequence of this inability.
- b. When requested by Amex (Saudi Arabia) Ltd., you shall provide information, records or certificates related to his or her employment, income, residency status, solvency or defaults on other credit obligations, that Amex (Saudi Arabia) Ltd. deems necessary. You also authorize Amex (Saudi Arabia) Ltd. to verify the information furnished by whatever means or from whichever source Amex (Saudi Arabia) Ltd. deems necessary. If the data is not provided or if incorrect data is provided, Amex (Saudi Arabia) Ltd., at its discretion, may refuse renewal of the Card or cancel the Card forthwith and demand payment of all outstanding on the Account.
- c. If the minimum payment due payable does not get paid by the payment due date, your name may be liable for inclusion in databases to be shared with other lenders and credit bureaus. The right to do so lies with Amex (Saudi Arabia) Ltd.
- d. Amex (Saudi Arabia) Ltd. reserves the right to disclose your information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other wing of government.
- e. The existence of this Account and details thereof (including details of Card transactions and any defaults committed), will be recorded with credit bureau agencies and such information (including institutions and other credit grantors) for the purposes assessing further applications for credit by you and/or members of your household, and for occasional debt tracing and fraud prevention. You accordingly authorize Amex (Saudi Arabia) Ltd. to share information relating to your Account, including information relating to any Additional Cardmember(s) with such agencies and institutions.
- f. Any notice given by Amex (Saudi Arabia) Ltd. hereunder will be deemed to have been received by you within seven days of posting to your address last notified in writing to Amex (Saudi Arabia) Ltd.

19. GENERAL

- a. In addition to any general right to set-off or other right conferred by law or under any other agreement, Amex (Saudi Arabia) Ltd. may, without notice, combine or consolidate the outstanding balance on the Account with any other Account(s) which you maintain with Amex (Saudi Arabia) Ltd. and / or its affiliated companies and set-off or transfer any money outstanding to the credit of such other Account(s), in or towards the satisfaction of your liability to Amex (Saudi Arabia) Ltd. under this Agreement.
- b. You acknowledge that Amex (Saudi Arabia) Ltd. is not responsible for any of the services provided by third parties.
- c. Amex (Saudi Arabia) Ltd. may accept/act on verbal instructions or instructions by fax or email from you and/or your nominated user using our 24 X 7 Customer Service center with respect to the operations and / or termination of the Account. Amex (Saudi Arabia) Ltd. shall not be liable for any loss or damage suffered by you in the event that Amex (Saudi Arabia) Ltd. (in Amex (Saudi Arabia) Ltd.'s absolute discretion) acts in good faith on such instructions.



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- d. Amex (Saudi Arabia) Ltd. is authorized to act on any instructions, which Amex (Saudi Arabia) Ltd. at its sole discretion understands having emanated from you by the use of your PIN and other passwords, and is not expected to verify the identity of the persons giving these instructions purportedly in your name. You are expected to safeguard you PIN and other passwords at all times and shall be liable for all transactions / instructions processed by the use or purported use of the PIN / password.
- e. Amex (Saudi Arabia) Ltd. is required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. Amex (Saudi Arabia) Ltd. may take any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests. Such action may include but is not limited to the interception and investigation of any payment messages and other information or communications sent to or by the Account holder's behalf via the systems of Amex (Saudi Arabia) Ltd.; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. Neither Amex (Saudi Arabia) Ltd. nor any affiliate will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of any delay or failure by Amex (Saudi Arabia) Ltd. or affiliate in processing any such payment messages or other information or communications, or in performing any of its duties or other obligations in connection with any Accounts or the provision of any services to the Account holder, caused in whole or in part by any steps which Amex (Saudi Arabia) Ltd. or such affiliate, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and request. In certain circumstances, the action, which Amex (Saudi Arabia) Ltd. may take, may prevent or cause a delay in the processing of certain information. Therefore, neither Amex (Saudi Arabia) Ltd. nor any affiliate warrants that any information on Amex (Saudi Arabia) Ltd's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.

20. TERMINATION

- a. Amex (Saudi Arabia) Ltd. in its absolute discretion may cancel your Card / additional card(s) forthwith if, in Amex (Saudi Arabia) Ltd's opinion, you are in breach of the Cardmember agreement and/or if verbal/written instructions have emanated from you or your nominated user to cancel your Card / additional card(s).
- b. Amex (Saudi Arabia) Ltd. will become entitled to recover the outstanding dues together with all expenses, legal fees, finance charges and the interest from your estate on your death, without prejudice to its rights to continue to charge the finance charges and other charges at prevailing rates till the dues are settled.
- c. Closure of the card shall lead to immediate withdrawal of all facilities provided through use of the card and/or the card number.



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Initial Disclosure Statement

Please read the following important information carefully prior to using the card(s). The use of the Card(s) shall be deemed as your formal and absolute approval to Initial Disclosure Statement and Terms & Conditions. If you have any questions, please call our customer service toll-free 800 124 2229 or (+966 1) 474 9035 / 474 8023.

- (a) Applicable fees

Types of Fees	
Commission (Purchases) *	2.50%
Commission (Cash) *	2.75%
Annual subscription fee	US\$150
Additional Card fee (optional)	US\$75
Cash withdrawal fee	3.50% of amount withdrawn or US\$10 whichever is higher
Late payment fee	\$40 for each month of delay in payment
Over limit fee	US\$ 30
Currency conversion fee	2.50% (0% for SAR transactions)
Cheque returned fee	US\$40
Statement request fee (more than three months)	US\$10 per statement
Refund of credit balance	US\$27
Direct debit rejection fee	US\$40
Dispute handling fee (for invalid disputes only)	US\$40
Overseas payment fee	US\$ 15
Emergency cash on card fee	US\$15 or 4% whichever is higher
Card replacement for incorrect embossing name provided by the cardmember	US\$27

* Commission (Cash) / Commission (Purchases) are payable only if revolve Card bill is not paid in full on or before the payment due date. Annual Percentage Rate (APR) for purchases is 30% and for cash withdrawals 33%.

- (b) This account will be billed US Dollars. The annual subscription fee of US\$150 will be included on your first statement of account. Additional Etihad Gold Cards are only US\$ 75 (optional).



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- (c) We will apply a commission on all balances that result from all transactions at a rate of 2.50% per month, on a daily basis and from all cash Transactions at a rate of 2.75% per month, on a daily basis. A commission will be charged on the amount you owe in respect of the transactions from the date you make them until we receive payment. If the payment of the whole of the statement closing balance on a credit Card is received by Amex (Saudi Arabia) Ltd. on or before the payment due date, no commission will be payable. If you wish to utilize the credit facility and pay Amex (Saudi Arabia) Ltd. an amount less than the statement closing balance, the balance of amount outstanding from the date of the transaction will attract a commission. All transactions will attract a commission from the date of transaction at the prevailing rate once the account uses the credit facility. This charge will be debited on the last day of the billing date and will be applied on daily outstanding balances.
- (d) All cash advances attract a transaction fee at the prevailing rate. A charge of 3.50% or US\$10 (whichever is higher) will be charged and billed to your Account along with the amount you have withdrawn. The fee will be debited to the Card Account at the time of posting of the cash advance amount along with the charges are cleared.
- (e) A grace period of 25 days will be granted to settle the amount, and the payment due date will be indicated on your statement.
- (f) All Transactions including Cash Withdrawals, incurred in currencies other than the billing currency of the Account ("Non-Billing Currency"), will be converted into the Account's billing currency ("Billing Currency"). Unless the applicable laws require a specific conversion rate, the American Express Global Network, will use conversion rates based on interbank rates, which they select from customary industry sources on the business day prior to the date of processing the transaction.
A nominal conversion fee of 2.50% on the converted amount will be added by Amex (Saudi Arabia) Ltd. ("Amex"), the Issuer of your Card. The conversion will be made on the date of processing the transaction, which may not be the same date when the transaction was made since this depends on the time when the transaction was submitted to American Express Global Network. The conversion rates may also vary accordingly. At the time of conversion, all transactions, which are incurred in currencies other than US Dollars, will be converted to US Dollars before being converted to the Billing Currency. Amounts converted by independent third parties are billed as converted by them.
An illustrative example is given below.
- | | |
|---|----------------------|
| Transaction value (Non-billing currency) | Euro100 |
| American Express Global Network exchange rate | 1 Euro = 1.3572 US\$ |
| US\$ equivalent | US\$135.72 |
| Currency conversion fee (@ 2.5) | US\$3.39 |
| Total transaction value in US\$ | US\$139.11 |
- (g) We provide credit information relating to our Cardmembers to The Saudi Credit Bureau (SIMAH) on a monthly basis. The information provided reflects the status as at the previous month-end and includes information regarding whether the Card account is regular or delinquent. To avoid any adverse credit history with SIMAH, Cardholders should ensure that they make timely payment of the amount due on the Card account.
- (h) Detailed conditions governing the use of the American Express Card are included in the Terms & Conditions, which is available at http://www.americanexpress.com.sa/Terms_conditions.AxCMS. The signature of, or the use of the Card(s) shall be deemed as formal approval of the said Terms & Conditions. If you do not accept the terms and conditions, you can terminate this agreement (without incurring fees) by calling our customer service hotlines within 10 days after receipt of the card(s).



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- (i) The Terms & Conditions shall be unilaterally and periodically reviewed, updated and amended by Amex (Saudi Arabia) Limited, and 45 days notice will be provided to you prior to entering into full effect. The up-to-date version displayed over this web page shall contain any such amendment(s), and shall therefore be deemed valid, entering into full effect, automatically after the notice period replacing and superseding the previous provision(s) whether contained in the Terms & Conditions in written form accompanying the Card(s) when delivered to you or previously displayed over this web page. The use or possession of the Card(s) after the notice period shall be deemed as your formal and absolute approval to such Terms & Conditions.
- (j) Upon its approval by Amex (Saudi Arabia) Limited, this application and all supporting documents shall constitute integral parts of the Terms & Conditions. I agree that American Express have the right to keep all the documents supplied with this application.
- (k) I fully understand and agree that a regular monthly statement of account will be sent via e-mail to my personal email address provided in this application form. If no email address is provided, a printed statement will be sent to either personal or business address. Each statement will show the minimum amount you need to pay us, which will be 5% or US\$50, whichever is higher. You can also pay anything up to the full amount you owe, if you wish.