

## Initial Disclosure Statement

Please read the following important information carefully prior to using the Card(s).

### American Express Saudi Arabia

#### Declaration

You (the Applicant whose name is mentioned below and hereinafter referred to as “You” or “Your”) undertake to pay American Express Saudi Arabia (hereinafter referred to as “We”, “Our” or “Us”) all amounts falling due from You, by the Payment Due Date, as a result of membership in or use of the Card(s) as shown on each monthly Statement from Us, which constitutes due notice that such amounts have become due and payable. Your domicile and residence is shown in the application form and You hereby irrevocably submit to the non-exclusive jurisdiction of the competent courts or other bodies in Your country of residence, including but not limited to the Committee for the Settlement of Financial Disputes and Violations of the Saudi Central Bank (SAMA), in all respects in relation to Your obligations to Us and undertake to comply with decisions and judgements and orders made thereby providing for payments of amounts owed by You to Us as well as loss of profits arising from delay on Your part in making payments together with fees, expenses and attorney’s fees.

You further affirm that You fully understand that You may be subject to criminal liability in the event that any cheque made by You to Our order is returned unpaid by the drawee bank and that We shall be entitled to pursue criminal proceedings against You. You warrant that the information stated in the application form is full, accurate, true and correct and You authorize Us and/or Our authorized representatives to contact Your bankers or any other source either before or at any time after the application is processed to obtain and verify any information required and update the application should the need arise.

You understand that We reserve the right to decline Your application and You further understand that We reserve the right to require a bank guarantee, or a cash margin or an order note in a format acceptable to Us (which shall be held as collateral by Us, and which we may enforce in the event of non-payment or default) as a condition for approving Your application. If Your application is approved, You undertake to settle (the Current Balance on Your Charge Card / the Minimum Payment Due on Your Credit Card) Account by the Payment Due Date, as shown on each monthly Statement. Any Supplementary Card applicants including those applied for at a later date join in this application and understand that they will be jointly and severally liable along with You for payment of all charges on their Supplementary Cards.

You further undertake and declare that You are the ultimate owner and beneficiary for any Cards that may be issued to You pursuant to this application.

You hereby agree to provide Us with any information that We require including but not limited to Know Your Customer forms for establishing and/or administering Your Accounts and facilities with Us and update Your personal information if there are any changes and as may be requested by Us. You also authorize Us to obtain and collect information as deemed necessary in regard to You, Your accounts and facilities with other lenders through The Saudi Credit Bureau (“SIMAH”), Bayan Credit Bureau and electronically through Al Elm Information Security Company (“Elm”) and to disclose Your information to SIMAH, Bayan, Elm and to Our authorized collection agencies or to any other agency approved by SAMA.

Upon its approval by Us, Your application form and all supporting documents shall constitute integral parts of the Cardmember Agreement and will remain Our property even if Your application is declined or if You close Your Card Accounts with Us.

All capitalized terms in this document will have the same meaning as defined in the Cardmember Agreement.

Monthly Fees Table							
	The American Express Blue Card	The American Express Gold Credit Card	The American Express Platinum Credit Card	The Alfursan American Express Credit Card	Marriott Bonvoy® American Express® Credit Card	The American Express Green Card	The American Express Gold Card
Billing Currency	SAR	SAR	SAR or US\$	US\$	US\$	US\$	SAR or US\$
Murabaha Margin*, **	2.75% per month	2.75% per month	2.75% per month	2.75% per month	2.75% per month	2.75% per month	2.75% per month
Collection Fee***, ‡ (Charge Cards Only)	-	-	-	-	-	-	SAR150 or US\$40 per month for Accounts overdue for 3 months or more

Other Fees Table							
	The American Express Blue Card	The American Express Gold Credit Card	The American Express Platinum Credit Card	The Alfursan American Express Credit Card	Marriott Bonvoy® American Express® Credit Card	The American Express Green Card	The American Express Gold Card
<b>Billing Currency</b>	SAR	SAR	SAR or US\$	US\$	US\$	US\$	SAR or US\$
<b>Annual Fee ¶, ‡</b>	SAR200	SAR400	SAR900 or US\$240	US\$250	US\$200	US\$ 150 or US\$15 monthly	SAR790 or US\$210
<b>Supplementary Card Fee (Optional) ‡</b>	SAR100	SAR100	SAR450 or US\$120	US\$60	US\$100	US\$ 75 or US\$ 7 monthly	SAR375 or US\$100
<b>Cash Withdrawal Fee (per transaction) ‡</b>	SAR75	SAR75	SAR75 or US\$20	US\$20	US\$20	US\$20	SAR75 or US\$20
<b>Foreign Exchange Conversion Fee ‡</b>	2.75%	2.75%	2.75%	2.75% (0% for SAR transactions)	2.75% (0% for SAR transactions)	2.75% (0% for SAR transactions)	2.75%
<b>Cheque Returned Fee ‡</b>	SAR150	SAR150	SAR150 or US\$40	US\$40	US\$40	US\$40	SAR150 or US\$40
<b>Statement Request Fee (more than three months) ‡</b>	SAR40 (per statement)	SAR40 (per statement)	SAR40 or US\$10 (per statement)	US\$10 (per Statement)	US\$10 (per statement)	US\$10 (per statement)	SAR40 or US\$10 (per statement)
<b>Refund of Credit Balance Fee ‡</b>	SAR100	SAR100	SAR100 or US\$27	US\$27	US\$27	US\$27	SAR100 or US\$27

## Other Fees Table

	The American Express Blue Card	The American Express Gold Credit Card	The American Express Platinum Credit Card	The Alfursan American Express Credit Card	Marriott Bonvoy® American Express® Credit Card	The American Express Green Card	The American Express Gold Card
<b>Direct Debit Rejection Fee ‡</b>	SAR150	SAR150	SAR150 or US\$40	US\$40	US\$40	US\$40	SAR150 or US\$40
<b>Dispute Handling Fee (for invalid disputes only) ‡</b>	SAR50	SAR50	SAR50 or US\$13.33	US\$13.33	US\$13.33	US\$13.33	SAR50 or US\$13.33
<b>Overseas Payment Fee ‡</b>	SAR375	SAR375	SAR375 or US\$100	US\$100	US\$100	US\$100	SAR375 or US\$100
<b>Late Payment Fee***, ‡</b>	SAR100	SAR100	SAR100 or US\$27	US\$27	US\$27	US\$27	-
<b>Card Replacement Fee for Incorrect Embossing Name provided by the Cardmember or For Lost / Stolen Cards ‡</b>	SAR100	SAR100	SAR100 or US\$27	US\$27	US\$27	US\$27	SAR100 or US\$27
<b>Annual Profit Rate (APR)****</b>	32.25%	32.42%	32.94%	33%	33%	32.3%	-
<b>Membership Rewards Program Fee(Optional)*****, ‡</b>	First year free, up to US\$ 25 from year 2 onwards	First year free, up to US\$ 25 from year 2 onwards	Free	Alfursan Miles	Marriott Bonvoy Points	Free	First year free, up to US\$ 25 from year 2 onwards

\* The Credit Card is a Sharia compliant Tawarruq based product. You will be required to pay a Credit Card Purchase Rate/ a Murabaha Margin of 2.75% per month on any unpaid portion of Your current balance shown on Your Credit Card statement as of the payment Due Date

\*\* The Charge Cards is a Sharia compliant Tawarruq based product. Although You will not be charged interest, You will be required to pay a Murabaha Margin of 2.75% per month as mentioned in the table above. In addition to this Murabaha Margin ,We may charge You a Collection fee at the rate specified in Annex "A" of Your Cardmember Agreement if Your Card is overdue for three (3) months or more.

\*\*\* The Late Payment Fee for Credit Cards and Collection Fee for Charge Cards is made to discourage late payment. This entire fee will be contributed to an approved charity, under the supervision of Our Shari'a Committee.

\*\*\*\* The APR is calculated taking into consideration the Annual fee & the Murabaha Margin paid through the entire calendar year.

\*\*\*\*\* The Membership Rewards Program is an optional feature and can be cancelled at any time by informing Our customer service agents.

¶ Fixed fee charged at the time of card issuance and thereafter at every anniversary.

‡ Value Added Tax ("VAT") will be levied as per the prevailing tax laws in addition to the fee mentioned above.

Some companies enjoy exclusive offers on annual fees. If you are an employee of an eligible corporation, only the discounted annual fee will be reflected on your statement of account.

Revolving feature is a feature exclusive to the American Express Green Card that allows You to revolve a portion of Your Current Balance each month such that You will be required to pay only the Minimum Payment Due as shown on Your Statement by the Payment Due Date. (Applicable for Green Card only)

## The Most Prominent Provisions of the Cardmember Agreement

- A.** All Transactions including Cash Withdrawals, incurred in currencies other than the billing currency of the Card Account (“Non-Billing Currency”), will be converted into the Card Accounts billing currency (“Billing Currency”). Unless the applicable laws require a specific conversion rate, the 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 Foreign Exchange Conversion Fee, as shown in the Cards Information table or as amended by Us from time to time, will be added to the converted amount by Us, 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 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 for a Card that is billed in Saudi Riyals is given below.

Description	Purchase Transaction*	Cash Transaction*
<b>Transaction Value</b>	EUR 100	EUR 100
<b>Assumed EUR / US\$ Exchange Rate</b>	EUR 1 = US\$ 1.05	EUR 1 = US\$ 1.05
<b>US\$ Equivalent</b>	US\$ 105	US\$ 105
<b>Foreign Exchange Conversion Fee @ 2.75%</b>	US\$ 2.89	US\$ 2.89
<b>Total Transaction Value in US\$</b>	US\$ 107.89	US\$ 107.89
<b>Assumed US\$ / SAR Exchange Rate</b>	US\$ 1 = SAR 3.75	US\$ 1 = SAR 3.75
<b>Total Transaction Value in SAR</b>	SAR 404.59	SAR 404.59
<b>Cash Advance Fee (Billed Separately on Your Statement)</b>	Not Applicable	SAR 75.00 or US\$ 20
<b>Total Transaction Value including Cash Advance Fee</b>	Not Applicable	SAR 479.59 or US\$ 127.89

\* The illustration above excludes VAT

- B.** A regular monthly Statement of Account will be sent via e-mail to Your personal e-mail address provided in the application form. If no e-mail 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 for a Credit Card will be 5% of the total amount or US\$ 50 / SAR 100 (whichever is higher) plus any over-limit and overdue amounts as specified in Annex “B” of the Cardmember Agreement and for a Charge Card will be the entire Current Balance of your Statement. For a Credit Card, You can also pay anything up to the full amount You owe, if You wish.

The Credit Card is a Sharia compliant Tawarruq based product. You will be required to pay a Murabaha Margin when settling the unpaid portion of Your Statement Current Balance after the Payment Due Date, through sales proceeds of a Murabaha transaction. Please note that You are required to settle at least the Minimum Payment Due on Your Credit Card Account by the Payment Due Date, as shown on each monthly Statement. However, by making only the minimum payments on Your Credit Card rather than the full Current Balance amount, You will also be required to pay a

Murabaha Margin of 2.75% on any unpaid portion of Your current balance shown on Your Credit Card statement as of the payment Due Date as mentioned in the Cards Information table. A prolonged period of time taken for full repayment may result in You paying substantially more than the value of the Transactions performed on the Credit Card. For example, if you have an outstanding balance of SAR 7,000 and you choose to pay only the minimum due, it will take 81 months to settle the balance in full. The total Murabaha Margin (term cost), in this case, would be SAR 6,296.

American Express Saudi Arabia may grant extra authorization above the Credit limit to eligible Cardmembers in certain circumstances upon the Company's discretion.

The Charge Card is a Sharia compliant Tawarruq based product. You will be required to pay a Murabaha Margin when settling the unpaid portion of Your Statement Current Balance after the Payment Due Date, through sales proceeds of a Murabaha transaction.

A Late Payment Fee as shown in the Cards Information table will be charged on Your Credit Card if the Minimum Payment Due is not paid on or before the Payment Due Date. Similarly a Collection Fee as shown in the Cards Information table will be charged on Your Charge Card if Your Account is overdue for 3 months or more. However, both this Late Payment Fee and Collection Fee amounts are not recognized as income by Us and are only charged to discourage delay in payment. All revenues generated from the Late Payment Fee and Collection Fee will be donated in full to a SAMA certified charity.

For information on our credit advisory services please visit [www.americanexpress.com.sa/creditadvisory](http://www.americanexpress.com.sa/creditadvisory)

## **DEATH OR BANKRUPTCY**

### **For contracts signed before October 1, 2018:**

- a. In the unfortunate event of Your death, We shall have the right to ask Your legal heirs to pay amounts due on Your Account immediately
- b. In case of Your bankruptcy, all amounts due on Your Account shall become payable immediately
- c. If You lose or give up Your residency status in the Kingdom of Saudi Arabia or leave the Kingdom of Saudi Arabia permanently, We have the right to cancel Your Card and close Your Account

### **For contracts signed on or after October 1, 2018:**

- a. In the unfortunate event of Your death or total disability you will be discharged from your liability for any amount due to Us except if Your death or disability was caused by:
  - i. Any deliberate attempt on Your part to injure Yourself or attempt to commit suicide, whether mentally sane or insane at that time.
  - ii. Natural disasters.
  - iii. Decision of courts or competent judicial authorities under the applicable laws in the Kingdom of Saudi Arabia.
  - iv. Drinking alcohol, taking drugs or illegal medicines.

- v. Participating in or training for any dangerous sports or competition, such as the horse racing or car races.
  - vi. Nature of Your work.
  - vii. Anything that results or is caused or contributed by nuclear weapons or nuclear radiations or radioactive pollution from any nuclear fuel or wastes arising from the combustion of nuclear fuel, war, invasion or foreign aggression acts or aggression acts or semi war acts, and ravage or terrorist acts committed by a person or persons working individually or on behalf or relation to any terrorist organization.
- b. In case of Your bankruptcy, all amounts due on Your Account shall become payable immediately
- c. If You lose or give up Your residency status in the Kingdom of Saudi Arabia or leave the Kingdom of Saudi Arabia permanently, We have the right to cancel Your Card and close Your Account
- C.** A grace period of up to 25 days will be granted to settle the amount, and the Payment Due Date will be indicated on Your Statement. In case the required Minimum Payment Due on Your Credit Card or the entire Current Balance on Your Charge Card is not received by Us before the Payment Due Date, Your Account may be suspended.

We provide credit information relating to You to SIMAH on a periodic basis. The information provided reflects the status as of the most recent Statement and includes information regarding whether the Card Account is regular or overdue. To avoid any adverse credit history with SIMAH, You should ensure that You make timely payment of the amount due on the Card Account.

If You notice an “Account Statement error/disputed Transaction”, You must inform Us by authenticated means of communication immediately and in any event, not later than one month after the Statement date. “Account Statement error/disputed Transaction” means any Transaction posted to Your Account, resulting in an error in the overall balance.

We may offer to provide You with protection cover during the validity of the Cardmember Agreement. Where We offer protection cover as an additional feature of Our services to You, We shall disclose to You the details of such protection cover, including the process of identifying beneficiaries and for distributing compensation amongst beneficiaries. For the Protection Terms & Conditions, please visit [www.americanexpress.com.sa/termsandconditions](http://www.americanexpress.com.sa/termsandconditions).

- D.** All Cash Withdrawal Transactions attract a Cash Withdrawal Fee at the rate shown in the Cards Information table. This Fee will be charged and billed to Your Account along with the amount You have withdrawn.
- E.** Please note that non-compliance with the provisions of this Agreement may result in:
- i. Cancellation / suspension of Your Card / Supplementary Cards without notice from Us
  - ii. Decrease in Your Credit Limits without notice from Us
  - iii. Negative impact on Your credit bureau record and Your ability to obtain new credit facilities
  - iv. Litigation in the event of non-payment of Your dues

v. Increased financial burden on You due to Fees and Charges

vi. Financial losses to You due to unauthorized Transactions due to Your failure to report loss / theft of Your card promptly

#### F. Ending the Agreement:

- i. You may terminate this Agreement at any time by communicating with Us directly through Our official communication channels to expressly instruct Us to end this Agreement. However, please note that this Agreement will only terminate and your account will be closed once You have paid off all the amounts due to Us. You may also cancel a Card issued to a Supplementary Cardmember by instructing Us accordingly through Our official communication channels. You will continue to be liable for all Transactions performed by the Supplementary Cardmember until We receive all the amounts due on Your Supplementary Cards.
- ii. We reserve the right to terminate this Agreement at any time by giving immediate notice. Alternatively, we shall restrict Your Card from being used, if this Agreement is terminated, and You must settle all outstanding amounts due on the Account including Transactions in progress and Cash Withdrawals that have been authorized but not yet debited to the Account”.
- iii. Unless clause 13(b) of the Cardmember Agreement applies, You will still be responsible for all Transactions or Unauthorized Transactions that take place in relation to Your Account
- iv. You have the right to cancel the agreement, without incurring any charges, within 10 days of receiving the Card unless You have activated the Card

#### G. Complaints / Feedback

We have established procedures for You to provide Us with feedback or bring a concern to our attention by following the Complaint / Feedback procedures outlined below:

##### Step 1:

If You should have any feedback or complaint, our Customer Service staff is trained and equipped to handle Your inquiry and can be reached through any of the following channels:

Email: **complaints@americanexpress.com.sa**

Telephone Number: **+966 11 292 6663**

We can also assist you at American Express Saudi Arabia offices located in Riyadh, Jeddah and Dhahran.

##### Step 2:

If your concern is not resolved to Your satisfaction, you may write to Our Head Of Customer Complaints at the following email address:

**Complaintsmanager@americanexpress.com.sa**

Alternatively, you can send a letter to the following address: Attn:

Head Of Customer Complaints  
American Express Saudi Arabia  
P.O. Box 6624 Riyadh 11452

### **Step 3:**

If Your issue is still not resolved, you may report Your concern to the regulator- SAMA through SAMACares.

#### Our Commitment to You:

We guarantee that Your query is acknowledged and investigated in a timely manner and We will forward Your concern to the appropriate department for investigation and response. We will provide a response detailing Your concern and the appropriate resolution or explanation within 10 business days. In the event that We are unable to resolve Your complaint within that time period, an update will be provided to You estimating the completion date of the investigation.

Detailed terms and conditions governing the use of the American Express Cards are included in the Cardmember Agreement, which is available at [www.americanexpress.com.sa/termsandconditions](http://www.americanexpress.com.sa/termsandconditions). Your signature of, or the use of the Card(s) shall be deemed as formal approval of the said Agreement.

The Cardmember Agreement shall be unilaterally and periodically reviewed, updated and amended by Us, and a 30 day notice (60 days in case of changing term cost), will be provided to You prior to entering into full effect. The up-to-date version displayed on Our 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 Cardmember Agreement 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 of such Cardmember Agreement.