TERMS AND CONDITIONS FOR AL ANSARI EXCHANGE TRAVEL CARD

By requesting for issuance of, or using the AAE TRAVEL CARD multi-currency prepaid card (the "**Card**") issued by us, you confirm and agree that you understand, accept and shall comply with these Terms and Conditions and the Fees and Limits section "**Agreement**"), and you understand and agree that the issuance of the Card to you is subject to you being successfully identified by us in accordance with the policy and procedures notified to you at the time of issuance of the Card. The Card is non-transferable, and it may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law.

1. Definitions and Interpretation

1.1. In these Terms and Conditions, the following terms shall have the following meanings:

"**Additional Terms**"	means the specific terms and conditions which apply to prepaid multi-currency cards as described herein for such Card.
"**AED**"	means United Arab Emirates Dirham.
"**ATM**"	means automated teller machine.
"**Available Funds**"	means the available balance in the Card that is available for utilisation or withdrawal, as reduced by any transaction amounts which have been reserved, blocked, are pending or have otherwise not been processed or released.
"**Base Currency**"	refers to the default currency i.e. "USD" and any Transaction performed by you in a currency not available on the Card will be converted into the Base Currency.
"**Card**"	means each multi-currency prepaid card issued by us to you whether with or without your name being printed or embossed on the physical Card and which may also be in the form of a virtual card. We may offer different types of prepaid Cards which may be subject to Additional Terms and Conditions.
"**Card Number**"	means the unique sixteen-digit number printed or embossed on the face or reverse of the Card.
"**Card Services**"	means any services provided by us, our third party service providers, or the Programme Manager, in connection with the Card, including call centre services.
"**Charges**"	means amounts (including any fees or charges) payable by you arising from usage of the Card under these Terms and Conditions

	and includes, without limitation all transactions fees, service charges, additional expenses, damages, legal costs and disbursements.
"**E-commerce website**"	means internet websites where merchant accepts the Card for purchase of goods and services
"Website"	means the website at the URL www.alansariexchangetravelcard.com or any future URL applicable to your Account and Card.
"**Identification Checks**"	means checks carried out in order to obtain, verify and record information that identifies each person who purchases or loads funds on to a Card. We may ask you for your name, address, date of birth and other information, directly or indirectly that will allow us to reasonably identify you. We will ask to see your passport and/or other identifying documents where required. The activation of the Card is subject to successful verification of your identity by us.
"**Issuer**"	means Noor Bank PJSC.
"**Limit**"	means the limit set by us for usage on the Card for cash withdrawal or purchase of goods and services, subject to the Available Funds. We may change the set limit on the Card at any time at our sole discretion.
"**Load**"	means to add money to the Card, and 'Loaded' and 'Loading' will be construed accordingly.
"**Merchant**"	means any establishment, corporate entity, person or other virtual establishment, supplying goods and/or services, which accepts/honours the Card as a mode of payment.
"**PIN**"	means a unique Personal Identification Number allocated to each Card.
"**POS Terminal**"	means an electronic terminal available at Merchants whether local or international, capable of processing Transactions.
"**Programme Manager**"	means the party appointed by us to provide Card Services, support to Al Ansari Exchange branch and such other services as determined by us.
"**Replacement Card**"	means a substitute Card which may be issued to you in the event of loss or theft of your Card.

"**Al Ansari Exchange branch**"	means any participating branch or authorised distributor or a corporate entity's touch point from which Cards can be issued or loaded.
"**Shortfall**"	occurs in certain circumstances when the Available Funds and/or in the case of multi-currency Card a particular currency drops below zero (0).
"**Supplementary Technology**"	means any technologies or devices that we may introduce for use together with, or as a replacement for, your Card and which may include without limitation, wristbands and mobile wallets.
"**Transaction**"	means transactions made by using the Card, whether with or without use of the Card Number, PIN or signature, and regardless of whether any slip or other voucher was signed by you and includes any cash withdrawal made available by us or the amount charged (or otherwise debited to the Card) by us or a Merchant for any goods, service or benefit (whether or not such service was utilised by you) obtained by the use of the Card, the Card Number or the PIN or in any other manner, including mail, telephone, facsimile or internet orders.
. "**Mobile Services"**	Mobile Services are optional mobile applets that may be available to download through you Registered Mobile Device. Mobile Services may enable you to use your Registered Mobile Device to perform transactions such as balance enquiries, view available funds and Customer Services communications.
"Auto Wallet Transfer"	means where a Currency Wallet has insufficient funds, funds will be automatically transferred from another Currency Wallet to allow the transaction to be completed. Auto Wallet Transfers will be completed at the Conversion Rate.
"Supported Currency"	means United States Dollars ("USD"), Euro ("EUR"), Great British Pounds ("GBP"), Australian Dollars ("AUD"), Canadian Dollars ("CAD"), Hong Kong Dollars ("HKD"), Thai Baht ("THB"), Japanese Yen ("JPY"), Singapore Dollars ("SGD"), Indian Rupees ("INR"), Omani Rial ("OMR"), Qatari Riyal ("QAR"), Bahraini Dinar ("BHD"), Arab Emirates Dirham ("AED"), Swiss Franc ("CHF"), Saudi Arabian Riyal ("SAR"), Turkish Lira ("TRY") and other such foreign currencies as notified by us to you from time to time.
"Unsupported Currency"	means a currency other than a Supported Currency.

"**Wallet**"	means a currency wallet on each multicurrency prepaid Card which will comprise Available Funds in Base Currency or any other currency as provided by us at our sole discretion. Each currency will be assigned to a Wallet on your Card.
"**We**", "**Us**", "**Our**"	means Noor Bank PJSC or any of its branches, subsidiaries or its successors, assigns, the Programme Manager or agents (where the context permits).
"**Working Day**"	means any day of the week, excluding Fridays, Saturdays and statutory holidays in UAE.
"**You**", "**your**"	means the cardholder of the Card or the person to whom the Card is issued,

1.2. We may partner with third parties with respect to the issuance, management or distribution of Cards. All references to 'we', 'us' or 'our' herein shall, where required, be construed to include the Programme Manager or agents appointed by us.

1.3. Any references to 'Card' also include any Replacement Card, and/or any Supplementary Technology deployed by us for use with your Card where appropriate.

2. The Card

2.1. The Card is a stored value card which allows you to access the Available Funds. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have with us.

2.2. The Card is not a debit card or credit card and you will not earn profit on any Available Funds on the Card.

2.3. Your Card will be issued to you on the basis of the required information that you have provided, based on the type of Card issued, and you agree to provide accurate personal information and to advise us of any changes as soon as possible so that our records remain correct. You should update us of any changes to your personal information or as we may notify you from time to time.

2.4. Activation of the primary Card will be effected at the first loading on the Card.

2.5. Various limits may apply to the Card in respect of each Transaction or daily transacted amounts.

2.6. The card issuance can be requested by an individual over the age of eighteen (18) years at any Al Ansari Exchange branches across the United Arab Emirates – UAE.

2.7. Your use of the Card for making any Transaction shall constitute an agreement by you to pay any and all fees, commission, and charges on such Transaction as prescribed by us from time to time. You confirm that you have read and agreed to the schedule of fees, commission and charges for usage of the Card for any Transaction. The Card is provided to you subject to our schedule of fees, charges and limits as amended and notified to you.

2.8. As the applicant you are responsible for all Cards issued to you under the Agreement and for any fees or charges that these Cards may incur.

2.9. We may at our sole discretion issue / restrict /withdraw any number of Cards that relate to you.

2.10. The Card is and will at all times, remain our property and must be returned to us immediately upon request.

3. Using the Card

3.1. You may only use the Card in accordance with the Agreement and we have the right to restrict the services/facilities provided pursuant to the issue/usage of the Card at our sole discretion and terms.

3.2. Subject to sufficient Available Funds and any restrictions in the Agreement, the Card can be used worldwide at ATMs, POS Terminals or E-commerce website or any card operated machine or device, whether belonging to us or other participating banks or financial institutions where logos appearing on the Card are displayed/ accepted and any other services so authorised on the Card by us. The Card may also be used at any Merchant location that accepts the Transaction for processing or displays the logo appearing on the Card. The Card may be used for retail purchases, cash withdrawals, purchase of goods and services via the internet, telephone, facsimile and mail order or for any other services approved by us, for transaction values not exceeding the Limit (subject always to sufficient Available Funds) from time to time.

3.3. The Available Funds will be reduced by the full amount of each Transaction plus any applicable Charges.

3.4. Due to restrictions, the Card may not operate in some countries and may not be accepted at some Merchant locations which are not in compliance with either our internal policies or Shari'a requirements as determined at our sole discretion.

3.5. Merchants that accept the Card are required to seek authorisation from us or through any appointed payment processor for all Transactions that you make and we cannot stop a transaction once authorised. Some Merchants may not be able to authorise your Transaction if they cannot obtain an online authorisation from us.

3.6. There are circumstances, when using the Card at certain Merchants, where you may be required to have Available Funds greater than the value of the transaction you wish to make. This amount will be reserved to cover tips/gratuities, temporarily reducing the balance available on the Card. This is required as the Merchant may need to access more funds than you initially planned to spend, however, you will only be charged for the actual and final amount of the transaction you make.

3.7. We do not recommend using the Card as: (i) a guarantee of payment, for example as a deposit for hotels, cruise lines or car rental, as Merchants such as these may estimate the final bill and this amount will be temporarily unavailable to access or spend; or as (ii) an arrangement for periodic billing, as any debits to the Card as a result of such arrangements will be considered to have been authorised by you.

3.8. The Card is only for your use and expires on the date on the front of the Card and may be extended for a limited period subject to the terms & conditions. Upon expiry you may be able to transfer the remaining funds to a new Card in accordance with our prevailing policy

3.9. In respect of the fee for Card Inactivity (Account Fee Schedule), if there are insufficient funds in your Base Currency Wallet to deduct the monthly account fee, an Auto Wallet Transfer will occur. The Monthly Inactivity Fee will be assessed once, after every six (6) consecutive months of Card and Account Inactivity.

3.10. You agree not to use the Card in any manner that could damage, disable, overburden, or impair the Card. You also agree not to use the Card for money transfers, accessing or purchasing goods from adult or gambling locations or internet sites, or for any other non-sharia compliant or unlawful activity.

3.11. You must comply with all applicable laws and regulations (including any foreign exchange controls) in respect of the Card in the UAE and the country of use. We reserve the right to suspend the Card, terminate the Agreement and exercise any other remedies available to us due to your failure to

comply with any part of this provision. You agree that we have no obligation to monitor, review or evaluate the legality of your Transactions and that such actions shall be your sole responsibility. We are not liable for any prohibited use or misuse of the Card whatsoever.

3.12. The Card can only be used if it is in credit and you are solely responsible for ensuring that there are sufficient Available Funds for an intended Transaction. If, for any reason whatsoever, an intended Transaction causes the Card to be debited in excess of the Available Funds (whether by use of the Card or towards any fees or charges), we have the sole discretion to approve or reject the Transaction.

3.13. We are entitled to set off any sum of money on the Card due from you to us against any positive balance on any other card held by you with us.

3.14. Any usage of the Card inconsistent or in contravention with the usage described in the Agreement is not permitted.

3.15. If you are entitled to a refund for goods or services purchased using the Card, or another credit for any other reason, such refund or credit will be made to the Card, in the applicable currency thereby increasing the Available Funds.

3.16. Our record of any Transaction shall be final and binding. You will not be provided with a printed statement, and can check your Available Funds via online portal (website) and dedicated Mobile app. You may also be able to make a balance enquiry at some ATMs, although availability is dependent on the country and the ATM used and there may be a fee payable (to the ATM operator) for balance enquiries. It is your responsibility to keep track of the Available Funds. You acknowledge that the amount stated on the ATM screen or a printed slip or receipt advice shall not for any purpose whatsoever be taken as a conclusive or up to date statement of the Card.

3.17. You acknowledge that the available balance in the Card may be different from the balance amount as displayed through any channel, due to pending Transactions or other blocked amounts (being amounts transacted but not processed) relevant to the Card.

4. Loading and Re-loading

4.1. The Card can be loaded at any Al Ansari Exchange branch, selected distributor or alternate channel made available by us.

4.2. Until the expiry of the Card or termination of the Agreement, you can add additional funds to the Available Funds through any Al Ansari Exchange branch (who will advise you of the acceptable methods of payment) or through other methods made available by us from time to time, subject to certain limits and fees.

4.3. Unless stated otherwise the Loaded amounts will be credited to the Available Funds when the Issuer receives such amounts directly or indirectly through the permitted channels

4.4. You agree to present the Card and meet identification requirements as may be required from time to time to complete the Load. If the identification verification is not successful, you will have access to the funds on the Card, but will not be allowed to Load the Card.

4.5. If the Load amount exceeds the maximum balance permitted by us from time to time, then at our discretion such excess amounts shall not be loaded.

4.6. The Al Ansari Exchange branch is authorised to withhold any Load, and will not release the funds in relation to such Load, if the Al Ansari Exchange branch has reasonable grounds to believe that such funds are from suspicious, illegal or illegitimate sources. The Al Ansari Exchange branch will contact you for further information and such other necessary proof (to our satisfaction) on the source of such Loads. If we are not satisfied with such information or proof, we are authorised to surrender

such amounts, without further notice to you, to the relevant law enforcement authorities for further investigation and/or legal action.

4.7. You give us irrevocable authorisation to recover any funds erroneously loaded to your Card. If an authorised reload to your Card has an error or if you require additional information, you must contact us immediately through any of the Al Ansari Exchange branch.

5. Keeping your Card and PIN secure

5.1. You must sign the back of the Card as soon as you receive it.

5.2. You must do all that you reasonably can to keep the Card safe and the PIN and other security details secret and safe at all times and not disclose them to any third party. You must memorise the PIN

5.3. You must never; (i) allow anyone else to use the Card, PIN or other security details; (ii) write down the PIN or any other security information together with the Card; or (iii) give the PIN to anyone, authorised or unauthorised.

5.4. We will never ask you to reveal any PIN.

5.5. The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please contact us for assistance. If the PIN is disabled, or if a Merchant does not accept chip and PIN, you will be required to sign for any transactions at Merchants, provided that this is supported by and acceptable to the Merchant.

5.6. You must promptly notify us of any loss or theft of the Card or PIN. We will suspend the Card to prevent further use. If a lost Card is subsequently found, it must not be used unless we confirm it may be used. We will not be liable for any misuse of the Card or unauthorised withdrawal arising out of the loss, theft or misuse of the Card or the PIN. You can avail for a Replacement Card in the event of loss or theft of your Card subject to you providing the necessary documents and information. Issuance of a Replacement Card is subject to a fee.

5.7. You will be required to confirm details of any loss, theft or misuse to us in writing or through the call center and you must assist us, the police and any other official investigation authority in any enquiries.

5.8. We may refuse to approve a Transaction and/or suspend the Card, with or without notice, if we think the Card has been or is likely to be misused or if you have breached the Agreement, including if we suspect any illegal use of the Card. If we do suspend the Card, we will inform you of our decision, unless such disclosure is prohibited by law or would otherwise compromise fraud prevention or security measures.

6. Unauthorised transactions

6.1. You must notify us of any unauthorised transactions immediately and in any event within thirty (30) days of the transaction debit date. We will request that you provide additional written information concerning any such transaction and you must comply with such request.

6.2. You will be liable for all losses in respect of the Card if you have (i) acted fraudulently; (ii) failed to use the Card in accordance with the Agreement; (iii) have failed to notify us without undue delay on becoming aware of the loss, theft or misuse of the Card; or (iv) have failed to take all reasonable steps to keep the Card's security features safe.

6.3. Where you are not liable for an unauthorised transaction, we will refund the value of that transaction and will have no further liability to you for any other losses you may suffer. If our

investigations conclude that the transaction you have disputed has been authorised by you, or on your behalf, or you have acted fraudulently, we will not refund the value of the transaction.

7. Fees and Limits

7.1. Fees and limits apply to the Card, as indicated in the Account Fee Schedule. The fees we charge are subject to change from time to time, in accordance with the Agreement. You will be notified of any change in the applicable fees through the website nominated in the User Guide.

7.2. You agree to pay and authorise us to debit the Available Funds for the fees set out in the Account Fee Schedule. These fees may be debited from the Available Funds as soon as they are incurred.

7.3. From time to time, we may limit the amount you can load on the Card, or the amount you can withdraw from ATMs or spend at Merchants over certain time periods. Some ATM operators also impose their own limits on the amount that can be withdrawn or spent over a specific time period.

7.4. Certain Merchants may charge an additional fee if the Card is used to purchase goods and/or services. The fee is determined and charged by the Merchant by including it in the Transaction amount and is not retained by us.

8. Transaction and Load Limits – AAE Travel Card

Transaction and Load Limits	Amount	Currency
Maximum balance on Account at any one time:	$10,000	USD
Maximum aggregate amount you can load per 24 hour period (no amount can be loaded if the result will exceed the maximum balance)	$10,000	USD
Maximum amount you can withdraw from ATMs per day	$1,400	USD

Account Fee Schedule

Item	FEE (in USD if not specified)
Card Issuance	50 AED
Card Purchase	No charge
Card Replacement	50 AED
Card Inactivity (after 6 consecutive months of inactivity)	5.00
Reload Fee	No Charge
Account Closure Fee	15AED
Card Unload Fee	15 AED
ATM Usage	

Domestic ATM Withdrawal	5 AED
Domestic ATM Balance Inquiry	2 AED
International ATM Withdrawal (withdrawals outside the UAE)	
USA	3 USD
Euro Zone	2 EUR
UK	2 GBP
Canada	3 CAD
Australia	3 AUD
Hong Kong	25 HKD
Thailand	100 THB
Japan	160 JPY
Singapore	5 SGD
India	100 INR
Oman	1 OMR
Qatar	10 QAR
Bahrain	1 BHD
Saudi Arabia	10 SAR
Switzerland	3 CHF
Turkey	24 TRY
International ATM Balance Enquiry	
USA	0.5 USD
Euro Zone	0.5 EUR
UK	0.5 GBP
Canada	0.5 CAD
Australia	0.5 AUD
Hong Kong	10 HKD
Thailand	25 THB

Japan	125 JPY
Singapore	2.5 SGD
India	35 INR
Oman	0.5 OMR
Qatar	5 QAR
Bahrain	0.5 BHD
Saudi Arabia	2 SAR
Switzerland	0.5 CHF
Turkey	3 TRY
Other Charges	
Currency Conversion Fee	3.5% of amount of the transaction, applied when calculating the Conversion Rate
Alerts - Email	No Charge
Alerts - SMS	No Charge

*a lesser limit set by a local ATM operator.

The foreign currency equivalent for the above-listed amounts will be determined based on the Conversion Rate or the VISA Conversion Rate, as applicable.

For this section, a “day” is defined as a 24 hour period commencing when an applicable transaction(s) is completed.

9. Cost associated with Initial load and Reload

Initial Load and Reload on your multi-currency prepaid card is absolutely **FREE** for foreign currencies and AED currency:

NOTE: You can load maximum of AED 5,000 per transaction for AED currency wallet. Total load limit allowed on your multi-currency prepaid card is USD 10,000 (Equivalent of all currencies)

10. Foreign Currency Transactions

10.1. A foreign exchange rate will apply in the following instances: (i) initial load or reload(s) using the card for a transaction in a currency which is different to the Base Currency or any Wallet currency available on the Card; (ii) POS Terminal transactions where the transaction is in a currency other

than that available on the Card; (iii) ATM withdrawals where the withdrawal currency is not available on the Card; (iv) in the case where you allocate funds from one Wallet to another or where we allocate funds from one Wallet to a different Wallet in accordance with the Agreement.

10.2. If a foreign exchange conversion takes place, the conversion will be undertaken at the prevailing exchange rate determined by the Al Ansari Exchange branch when loading or reloading your Card.

10.3. Foreign exchange rates are subject to variation and the rate that applies one day will not necessarily be the same on any other day.

10.4. Additional margins may apply in respect of foreign exchange conversions.

11. Multicurrency Prepaid Cards

The following specific terms and conditions will apply to multicurrency prepaid Cards in addition to the general terms and conditions for Cards:

11.1. Each multicurrency prepaid Card will have a nominated Base Currency in which all funds will be loaded. The Base Currency is USD.

11.2. Each multicurrency prepaid Card will have multiple Wallets with each such Wallet to comprise Available Funds in the respective currencies as provided by us at our sole discretion from time to time.

11.3. When funds are loaded onto the multicurrency prepaid Card, the payment is made by you in the Arab Emirates Dirham (AED) currency and we convert that amount into the available currency of your choice. You can ask the Al Ansari Exchange branch for the exchange rate beforehand.

11.4. We may, at our sole discretion, permit funds to be transferred between the Wallets available on the multicurrency prepaid Card and each such transfer will be undertaken at our prevailing exchange rates and will be subject to margins for such transactions determined by us from time to time.

11.5. Transactions will be charged to the Wallet of the same currency as that of the Transaction, provided sufficient funds are available in that currency Wallet. If sufficient funds are not available in the same currency Wallet, then such transaction will be charged to another Wallet, subject to availability of sufficient funds in that Wallet. Transactions in any currency other than the Wallet currencies available on the multicurrency prepaid Card will be charged to the Base Currency and subject to availability of sufficient funds in the card.

11.6. If there are insufficient funds in a particular Wallet to pay for a Transaction, the balance of the Transaction will be automatically processed using other currencies held on the multicurrency prepaid Card, in the order of priority set by you, otherwise default priority shall apply. If, following use of the available balances of all currencies, there are still insufficient funds to pay for a Transaction, the multicurrency prepaid Card may be declined or the Merchant may allow you to pay the balance by some other means. If we change the currencies available to you in connection with the multicurrency prepaid Card, we will notify you of the new order of priority for the purposes of the Agreement.

11.7. If an ATM withdrawal or POS Terminal transaction is made in a currency which is different to any of the available currencies on the multicurrency prepaid Card, or exceeds the relevant available currency balance on the Card, the amount will be funded by converting the transaction amount into the next available currency balance on the Card in the order of priority set by you, otherwise default priority shall apply.

11.8. You agree that to recover charges/fees or any outstanding amount due to any reason in any Wallet of any multicurrency prepaid Card, we shall have the right to set off such amounts against the balance available on any other Wallets of that multicurrency prepaid Card.

11.9. The currencies available in respect of the multicurrency prepaid Card may vary from time to time. Before you make a decision to request for issuance of a multicurrency prepaid Card, please check with the Al Ansari Exchange branch for details of available currencies. We may introduce new currencies from time to time. If we introduce a new currency, the Agreement shall apply to such new currency, and, unless otherwise notified to you, Account Fee Schedule shall be deemed to be amended to apply to such new currency.

11.10. You are responsible for determining the amount held in each currency on your multicurrency prepaid Card and for ensuring you have sufficient funds for all Transactions.

11.11. In the event that a Shortfall arises we retain the right to recover this amount by deducting funds held in another currency. When we convert the Shortfall into the relevant currency, we will use the applicable rate that we use for currency to currency allocations on the day we process the transaction. The Shortfall amount will usually be charged in the Base Currency, unless there are insufficient funds available in the Base Currency, in which case the amount will be funded by converting the outstanding amount into the next available Wallet currency balance on the multicurrency prepaid Card in the order of priority set by you, otherwise default priority shall apply. The foreign exchange rate used is the rate determined by us in effect on the day the fee is applied.

11.12. If an ATM displays a balance for the Available Funds, this may be displayed in a currency different to the currencies on the multicurrency prepaid Card, in which case the exchange rate applied may be different to ours and a variation may occur. An ATM will not display a balance for each currency available on the multicurrency prepaid Card.

12. Supplementary Technologies

12.1. We may make Supplementary Technologies available to you for use in conjunction with or as a replacement for your physical Card, which may include wristbands and mobile wallets.

12.2. All Transactions using Supplementary Technologies will be subject to the Agreement.

13. Closing your Account

If you would like to close your Account, please visit any of Al Ansari Exchange location. At your option, you can spend your Available Balance by withdrawing funds at an ATM, spend the funds by transacting at a merchant or, if applicable, you can request your Available Balance be returned via Withdrawal & Account Closure service at any of Al Ansari Exchange location. All returns will be net of fees or uncollected transactions.

We will pay you your Available Balance in the Arab Emirates Dirham (AED) currency and balances in any other Currency Wallets will be converted using the Conversion Rate applicable on the closing date. Upon closure of your Account, you may be asked to destroy or return the Card to us. In any event, the Card linked to your Account will be automatically cancelled by us.

14. Ending the Agreement

14.1. The Agreement shall terminate on the expiry of the Card issued to you under the Agreement,

14.2. We may ask for the return of the Card and end the Agreement, prior to the Termination Date, with or without notice, if you materially breach any of these Terms and Conditions.

14.3. Upon ending the Agreement in accordance with this clause 14, you will no longer be able to use the Card. Where applicable, the ending of the Agreement will not affect your right (if any) to redeem unspent funds in accordance with clause 13 - stated in this Terms & Conditions.

15. Changing the terms

15.1. You are deemed to have read, understood and agreed to be bound by the Agreement. At any time, we may change, add, amend, supersede or supplement any or all of the provisions of the Agreement. Such amendments will be available on the website and will be effective from the date of such change. Such changes are deemed to be binding on you whether or not you have received specific notice in person of such amendments.

15.2. We may amend the Agreement without notice, in order to comply with applicable laws and regulations.

16. Personal Data

16.1. We may contact you by telephone, letter, SMS or email at the contact details you provide us. You must let us know immediately if you change your name, address, phone number or email address.

16.2. By requesting the issuance of or using the Card, you irrevocably authorise us to disclose and furnish to our authorised representatives, subsidiaries, associates, branches, assignees, agents or other connected parties (including the Programme Manager, our third party advisers and marketing partners) such information as we deem fit concerning you ("Personal Information"), including but not limited to, the Card governed by these Terms and Conditions.

16.3. Your Personal Information may be disclosed by us to third parties (including the Programme Manager and other third party providers), to enable us to provide the Card Services and for data analysis (including market research), anti-money laundering, detection of crime, legal compliance, enforcement and fraud prevention purposes and in general in compliance of any applicable laws and regulations.

16.4. Unless you expressly instruct us to the contrary we shall be at liberty to share the necessary information relating to you with our brand partners with whom we have entered formal agreements, for the purpose of cross selling and marketing of goods and services to you.

16.5. We shall have an unconditional right to disclose any Personal Information if such information is generally available to third parties, or is lawfully in our possession, or is sought by a court of competent authority, governmental body or regulatory authority (including the Central Bank of the UAE or any other country).

16.6. Your Personal Information may be processed outside of the country where the Card is issued, but all service providers are required to have adequate safeguards in place to protect your Personal Information.

17. Liability

17.1. The Card is issued entirely at your risk. We shall bear no liability whatsoever for any loss or damage arising from the issuance of the Card, howsoever caused. Use of the Card for any transaction shall

be at your sole risk. By requesting the issuance of or using the Card you confirm assuming any and all financial risks incidental to or arising out of the Card's usage with no further liability to us.

17.2. You agree to fully indemnify us and hold us harmless against any and all actions, proceedings, costs, losses or damages (including legal costs) we may suffer in connection with the usage of the Card or any misuse of the Card, PIN and/or other facilities provided to you in relation to the Card. This includes any liability arising from your failure to maintain safe custody of the Card at any time before the Card is cancelled.

17.3. You hereby agree to fully indemnify and hold us, our officers, employees or agents harmless against any liability, loss, charge, demand, proceedings, cost (including legal fees), or expense, which we may suffer, pay or incur as a result of us, our officers, employees or agents acting upon or delaying or refraining from acting upon instructions of you or purporting to be from you or which we believe have been issued by or for you or in any way in connection with the Card or the Agreement, or in enforcing these Terms and Conditions and in recovering any amounts due to us or incurred by us in any legal proceedings of any nature.

17.4. We will not be liable to you for: delays or mistakes resulting from any circumstances beyond our control, including, without limitation: (i) acts of governmental authorities, national emergencies, insurrection, war, or riots; (ii) the failure of Merchants to accept or honour the Card; (iii) the failure of Merchants to perform or provide services or goods; (iv) communication system failures; (v) interception of communications; or (vi) mechanical defects, failures or malfunctions attributable to your equipment, any internet service, or any payment system.

17.5. We are not responsible for ensuring that ATMs and POS Terminals will accept the Card, or for the way in which a Merchant processes a transaction. We will not be liable to you for any non-acceptance of the Card, for disputes concerning the quality of goods or services purchased on the Card or any additional fees charged by the operators of these terminals (for example, when you withdraw currency from an ATM, the ATM operator may charge you an additional fee for the service).

17.6. Information sent over the internet may not be completely secure and the internet and the online systems are not controlled or owned by us. Therefore we cannot guarantee that they will function at all times and we accept no liability for unavailability or interruption, or for the interception or loss of any information or other data.

17.7. We will not be liable under any of the following circumstances:

(a) If, through no fault of ours, there are insufficient funds available on the Card to complete a Transaction;
(b) If the Card is not honoured, is declined, is damaged or is confiscated at any ATM or POS Terminal for any reason;
(c) If the Card is not honoured, or is declined at any Internet Merchant location for any reason;
(d) If an ATM where you are making a cash withdrawal does not have enough cash;
(e) If an electronic terminal where you are making a transaction does not operate properly;
(f) If a Load has been declined due to our discretion;
(g) If access to the Card has been blocked after you have reported the Card lost or stolen;
(h) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
(i) If we (in our sole discretion) have reason to believe the requested Transaction is unauthorised;

(j) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;

(k) Any consequential damages, extraordinary damages, special or punitive damages; and

(l) Any other exception stated in these Terms and Conditions.

17.8. In the event that we are held liable to you, you will only be entitled to recover your actual damages. In no event shall you be entitled to recover any indirect, costs (including legal costs) consequential, exemplary or special damages (whether in contract, tort or otherwise), even if you have advised us of the possibility of such damages. This provision shall not be effective to the extent otherwise required by law. To the extent permitted by law, you agree that your recovery for any alleged negligence or misconduct by us or service agents shall be limited to the available balance on the Card.

18. Disclaimers

18.1. We shall be absolved of any liability in case:

(a) you fail to avail the usage of the Card due to force majeure conditions including but not limited to not being in the required geographical range or any other reason including natural calamities; legal restraints or any technical lapses in the telecommunication network or any other reasons beyond our actual control. Also we are herein absolved of any kind of liability arising due to a loss; direct or indirect incurred by you or any other person due to any lapse in the facility owing to the above-mentioned reasons.

(b) there is any unauthorised use of the PIN, or for any fraudulent, duplicate or erroneous transaction instructions given by use of the PIN (unless confirmed by us to you that the Card is blocked or cancelled);

(c) there is loss of any information during processing or transmission or any unauthorised access by any other person or breach of confidentiality;

(d) there is any lapse or failure on the part of the service providers or any third party affecting the usage of the Card (and for this purpose, we make no warranty as to the quality of the service provided by any such provider);

(e) any loss or damage whether direct, indirect or consequential, including but not limited to loss of business, contracts, or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by you or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error by us in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from your telecommunication equipment and the network of any service provider and our system or any breakdown, interruption, suspension or failure of your telecommunication equipment, our system or the network of any service provider and/or any third party who provides such services as is necessary to provide.

18.2. We shall not be involved in or in any way liable to you for any dispute between you and a cellular services provider or any third party service provider (whether appointed by us in that behalf or otherwise).

18.3. We shall not be held liable for any loss incurred by you due to use of the Card by any other person with your express or implied permission. We shall not be held responsible for the confidentiality, secrecy and security of the personal or account information being transmitted for effecting your instructions.

18.4. We shall not be held liable for any loss suffered by you due to disclosure of the personal information to a third party by us, for reasons inclusive but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating.

18.5. We will endeavour to make sure the Card continues to function, but its operation may be subject to interruptions and/or require periodic modifications and improvements; and to help reduce the risks, we may set from time to time revised limitations on the transaction size, Loading amounts and other features of the Card.

19. Communication and Notices

19.1. If you have any queries regarding the Card, please refer to the website, otherwise visit any Al Ansari Exchange branch.

19.2. We can be contacted using the contact details provided in the Welcome Kit inside the Travel Card pack or the website.

19.3. We undertake to communicate with you in English regarding any aspect of the Card.

19.4. You agree that we may communicate with you by email or SMS or through the website for issuing any notices or information about the Card and therefore it is important that you ensure that you keep your email address or mobile phone number updated and regularly check the applicable website.

19.5. We may record and shall keep a record of your application form, identification documents, and request forms as well as any electronic, written or verbal communications for as long as we consider appropriate.

19.6. You agree that all the telephone calls between you and us may be tape recorded by us and that such recording may be submitted in evidence in any proceedings.

19.7. Save as otherwise provided in these Terms and Conditions, any demand or communication made by us under the Agreement will be in writing in English and/or Arabic and made at the address given by you (or such other address as you may notify us from time to time).

19.8. Any notice sent by either party under the Agreement by email shall be deemed given on the day the email is sent, unless the sending party received an electronic indication that the email was not delivered; and if by post, shall be deemed given ten (10) Working Days after the date of posting.

20. General Provisions

20.1. In addition to any general right to set-off or other rights conferred by the law to us, you agree that we may in our absolute discretion at any time and without notice combine and consolidate all or any amounts in any Card or any Wallet of yours regardless of currency to set-off or transfer any amount in such Card in or towards discharge of all amounts due to us under any Card or Wallet with us whether in AED or any other currency and may do so notwithstanding that the balances on such Cards or Wallets and the sums due may not be expressed in the same currency and you hereby authorise us to offset any such combination, consolidation, set-off or transfer with the necessary conversion at our prevailing exchange rates which shall be determined by us at our absolute discretion.

20.2. No forbearance, neglect or waiver by us in the exercise or enforcement of any right or remedy arising from this Agreement will prejudice our right thereafter to strictly enforce the same.

20.3. No waiver by us will be effective unless it is in writing.

20.4. If any provision in these Terms and Conditions is found to be unenforceable, invalid or illegal, such provision will be deemed to be deleted and the remainder of these Terms and Conditions will be unaffected by such unenforceability, invalidity or illegality.

20.5. We shall not be liable for our inability to pay due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond our control. In such event no other office, branch, subsidiary or affiliate of ours shall be responsible or liable to you.

20.6. We are entitled to record all communication and conversations (including telephone conversations) with you and/or any authorised representative of yours and messages and/or instructions sent to us whether by telephone, in person, voice, use of a touch-tone key pad, electronically or otherwise and transactions conducted by or through any such medium. Our record of all such communications, conversations, instructions, messages and transactions will be conclusive and binding on you for all purposes.

20.7. We may assign any of our rights and obligations under the Agreement, without your prior consent, to any third party, subject to such party continuing the obligations in the Agreement to you. You are not permitted to assign your rights and obligations under the Agreement to any third party.

21. Law, Jurisdiction

21.1. The Agreement and any disputes, which arise under it, shall be governed by the laws of the Emirate of Dubai and applicable federal laws of the United Arab Emirates and is subject to the non-exclusive jurisdiction of the Dubai Courts.