

Company Information		معلومات عن الشركة	
Company Name:		اسم الشركة:	
Name of the Company to Appear on the Card: (maximum 21 characters including spaces)		اسم الشركة على البطاقة: (٢١ حرفاً كحد أقصى متضمناً المسافات)	
Commercial Registration No. (CR):			
CR Issuance Date:	تاريخ تأسيس السجل التجاري:	CR Expiry Date:	تاريخ إنتهاء السجل التجاري:
Company Address:		عنوان الشركة:	
Business activity:		النشاط التجاري:	

Business Entity Type

نشاط الشركة

Individual Est. <input type="checkbox"/>	مؤسسة فردية	Partnership <input type="checkbox"/>	شراكة
Single Person Co. <input type="checkbox"/>	شركة ذات ملكية فردية	Limited Liability Co. <input type="checkbox"/>	شركة ذات مسؤولية محدودة
Joint Stock Co. <input type="checkbox"/>	شركة مساهمة	Closed Joint Stock Co. <input type="checkbox"/>	شركة مساهمة مغلقة
Other (please specify) <input type="checkbox"/>	أخرى (الرجاء التحديد) _____		

Contact Information

بيانات الاتصال

(Company representative for Business Card)

(الشخص المفوض باستلام بطاقة الشركة)

Full Name of Company Representative:		اسم الشخص المفوض من الشركة بالكامل:	
I.D./Resident Card No.:	بطاقة الهوية:	Expiry Date:	تاريخ الإنتهاء:
Nationality:		الجنسية:	
Telephone No.:	هاتف المنزل:	Ext.:	التحويل:
Mobile:	النقال:	Fax:	الفاكس:
E-mail:		البريد الإلكتروني:	
P.O. Box:		ص. ب.:	

Other Information

بيانات أخرى

Company Account No.:	رقم حساب الشركة:
Requested Credit Limit:	حد الائتمان المطلوب:
Card & PIN Delivery:	تسليم البطاقة والرقم السري:
Employee <input type="checkbox"/>	موظف
Company <input type="checkbox"/>	شركة

Payment Method		طريقة الدفع																
<input type="checkbox"/> Cheque		شيك <input type="checkbox"/>																
<input type="checkbox"/> Transfers		تحويلات <input type="checkbox"/>																
<input type="checkbox"/> Debit Ithmaar Account Number		خصم حساب بنك الإثمار <input type="checkbox"/>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																		
Minimum Amount Due <input type="checkbox"/>		المبلغ المستحق <input type="checkbox"/>																
Full Balance Amount <input type="checkbox"/>		المبلغ الإجمالي <input type="checkbox"/>																

Name of Authorised Signatory:		اسم المخول بالتوقيع:
Authorised Signature:	التوقيع المخول:	الختم الرسمي Official Stamp
Title:	المسمى الوظيفي:	
Department:	القسم:	
Date:	التاريخ:	

Required Documents	المستندات المطلوبة
Copy of the Company's Commercial Registration (CR) / Trade License & constitution documents	<input type="checkbox"/> نسخة من السجل التجاري للشركة / الرخصة التجارية وعقد التأسيس والنظام الأساسي
Recent Audited Financials	<input type="checkbox"/> الحسابات المالية المدققة
Recent Bank statement for the last six months	<input type="checkbox"/> كشف حساب البنك للستة أشهر الأخيرة
Copies of applicants' passports & ID's	<input type="checkbox"/> نسخ من جوازات سفر مقدمي الطلب وبطاقات الهوية
Copies of authorised signatories' passports & ID's	<input type="checkbox"/> نسخ من جوازات سفر المخولين بالتوقيع وبطاقات الهوية

Ithmaar Bank B.S.C. (Closed)

Corporate Credit Card Terms and Conditions



In consideration of Ithmaar Bank B.S.C. (Closed) (hereinafter referred to as the "Bank") agreeing to issue and make available to the Cardholder (herein defined) at the request of the Customer (herein defined) a Corporate Credit Card. The Customer and Cardholder hereby agree to the following terms and conditions in addition to any other terms and conditions set forth in the Corporate Credit Card application form, the approval letter and any other relevant documents (hereinafter referred to collectively as the "Terms and Conditions" or the "Agreement"). The Customer and the Cardholder hereby agree and acknowledge that these Terms and Conditions are in addition to the Bank's General Banking Services Terms and Conditions and shall be read in conjunction with it whenever applicable.

These Terms and Conditions set forth herein apply to all Corporate Credit Cards issued by the Bank to the Cardholder and shall govern the relationship between the Bank, the Customer and the Cardholder.

Each of the Customer and the Cardholder agree that these Terms and Conditions were read, understood and accepted which shall come into effect upon the Customer and Cardholder signing the application form. These Terms and Conditions bind the Customer and the Cardholder to the extent stated herein.

These Terms and Conditions constitute an integral part of the Corporate Credit Card application form and any document related to the Corporate Credit Card signed or acknowledged by the Customer or the Cardholder.

1. Definitions

1.1 The following definitions and rules of interpretation apply in these Terms and Conditions:

Bank means Ithmaar Bank B.S.C. (c), its successors in title and permitted assigns;

Corporate Card Account / Card Account means Ithmaar Bank B.S.C. (Closed) Corporate Card Account opened in the name of the Customer for the purpose of issuing the Corporate Credit Cards to any Cardholder designated by the Customer in writing. The Bank will record and post in the Corporate Card Account all credits and debits received or incurred by using the Corporate Credit Cards pursuant to the Terms and Conditions, this includes, without limitation, all debits incurred resulting from any Cash Advances and/or Card Charges and/or liabilities arising out of or in connection with any Card Transaction or otherwise;

Customer means each and every person and/or corporate body such as and without limitation individual establishments, companies, partnerships, government entities and any other legal entity applying for the Corporate Credit Card;

Card or Corporate Card means any Corporate Credit Card issued by the Bank with MasterCard to the Cardholder at the request of the Customer, under the Corporate Card Account, which allows the Customer to make Card Transactions;

Cardholder means the individual designated by the Customer in writing and in whose favor the Card is issued to by the Bank to charge Card Transactions including Cash Advance;

Card Transactions means any Cash Advances made by the Cardholder, amounts charged by the Bank or any Merchant for any goods, services, benefits, or reservations obtained by the use of the Card, the Card number, the PIN or in any other manner including, without limitation mail, telephone, facsimile orders, internet and online orders regardless of whether a sales slip or Cash Advance, other voucher or form has been and/or signed by the Cardholder;

Cash Advance means any cash amount obtained by the Cardholder's use of the Card, the Card number, the PIN or in any other manner;

Charges means all and any charges and / or amounts payable by the Customer including without limitation purchases amounts / charges arising from the Cardholder's usage of the Card and any purchase charged by the use of the Card number or the PIN including, without limitation, all Card Transactions, Ujra Fees, service charges, late payment fees, replacement fees, legal and court costs and any other fees and disbursements;

Credit Limit means the maximum amount that may be outstanding under the Main Account, specified by the Bank from time to time at its sole discretion;

Cash Limit means the maximum amount of cash or equivalent of cash, as defined or prescribed by the Bank from time to time, that the Cardholder is permitted to withdraw from his Card. The Cash Limit forms a subset of the Customer's Spend Limit;

Chargeback means the reversal of a Card Transaction that is disputed by the Cardholder and acceptable by the Bank pursuant to the Bank's procedures;

Guarantee means any guarantee or security provided by the Customer or any third party in a form acceptable to the Bank as a security for the performance of the Cardholder's obligations and liabilities relating to the Corporate Card;

Late Payment Fee means the fee charged or levied to the Card Account if the Minimum Payment Due is not received by the Payment Due Date;

Main Account means the account maintained with the Bank in the name of the Customer for recording all transactions relating to the Card Accounts opened under the Main Account;

MasterCard means MasterCard International;

Merchant means any person who owns or manages or operates a Merchant Establishment;

Merchant Establishment means establishments wherever located which honor credit cards bearing the MasterCard logo, this includes but is not limited to stores, shops, restaurants, hotels, airlines and cash advance points;

Minimum Payment Due means the minimum amount specified in the Statement of Account that should be received by the Bank on or before the Payment Due Date;

Payment Due Date means the deadline by which the Customer must make the Minimum Payment stipulated in the Statement of Account;

PIN means the Personal Identification Number issued to the Cardholder for use in conjunction with the Card as and when required to be used at an ATM or Merchant Establishment or any other authorized terminals for a Cash Advance or Card Transaction;

Ujra Fee means the fee payable by the Cardholder every month towards the service of the Card;

Spend Limit means the limit up to which a Cardholder is authorized to spend / use / withdraw on a Card;

Statement of Account means a monthly or periodical Statement of the Card Account issued and / or sent by the Bank to the Customer setting out the financial liabilities on that date to the Bank in respect of the Main Account and each Card Account;

Statement Date means the date on which the Statement of the Card Account is issued to the Customer or the Cardholder to the address registered with the Bank as on the date of generating the Statement of Account;

Total Amount Due means the total amount outstanding on the Card as of the Statement Date;

Terms and Conditions means these terms and conditions as may be amended from time to time in the sole and absolute discretion of the Bank.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time that statute or statutory provision.

1.7 A reference to writing or written includes email.

2. Terms of Issuing the Card

2.1 Issuance of Cards

2.1.1 Applications for Card(s) shall be made to the Bank by completing the standard form provided and must be signed by the Customer and the prospective Cardholder.

2.1.2 The Bank reserves the right to decline any application submitted by the Customer for issuance of a Card without assigning any reason whatsoever and no further correspondence will be entertained in this regard.

2.1.3 Upon the Bank approving an application form for a Corporate Credit Card, the Bank shall open a Main Account under the name of the Customer.

2.1.4 The Bank at its absolute discretion shall set an overall Credit Limit for the Customer which will be allocated to the Cardholder or Cardholders designated by the Customer. The Bank reserves the right to reduce or change the Card Credit Limit at any time without notifying the Cardholder or the Customer.

2.1.5 The Bank may at its absolute discretion require the Customer to provide a Guarantee acceptable to the Bank such as and without limitation a cheque, pledge, cash deposit, bank guarantee, or any other form of security for any amount determined by the Bank. This Guarantee is a form of security maintained by the Bank for as long as there are pending liabilities on the Card Account and may only be released upon the settlement of all liabilities under the Card Account at the time of cancellation of the Card(s).

2.1.6 The Card shall be valid for the period specified on the Card and may be renewed at the discretion of the Bank.

2.1.7 The Bank reserves the right to change the Card designs and scheme at any time without prior notice to the Cardholder or the Customer.

2.2 Receipt and Use of the Card

2.2.1 The Card may be collected from the Bank by the Cardholder based on the official request of the Customer. The Card may be sent by registered mail or by courier service to any person designated by the Customer at the address specified by the Customer in writing at the Customer's own risk and responsibility. In case the Card is sent by registered mail or by courier service, the Bank will not incur any liability to the Customer or Cardholder or be responsible for any loss or damage in the event that the Card is not received by the Cardholder.

2.2.2 The Card must be signed by the Cardholder immediately upon receipt. It may only be used by the Cardholder within the Spend Limit and Cash Limit during the validity period embossed on the Card.

2.2.3 The Card may be used to obtain the facilities and benefits from time to time made available by the Bank to the Customer in respect of the Card, subject to the Terms and Conditions as contained herein and as may be amended from time to time by the Bank.

2.2.4 The Bank reserves the right, in its sole and absolute discretion, to permit spending in excess of the Cardholder's Spend Limit provided that the Customer remains liable to settle such additional liability.

2.2.5 The Customer hereby acknowledges that the Card is issued to the Cardholder solely for the purposes of the Card Transactions and Cash Advance which shall be conducted by the Cardholder.

2.2.6 The Customer agrees and acknowledges that the Card is issued by the Bank pursuant to these Terms and Conditions and subject to the Bank's sole discretion to be used without limitation in the following transactions:

- The payment of any purchase of goods or services;
- Any ATM transaction effected through the use of the Card;
- Cash Advances transactions; and
- Any other facilities, subject to pre-arrangement with the Bank, and in accordance with the relevant terms and conditions as specified by the Bank.

2.2.7 The Cardholder shall be responsible for all ATM transactions whether processed with the Cardholder's knowledge or by the Cardholder's express or implied authority.

2.2.8 The Customer agrees that the Cardholder shall not use the Card for any unlawful purpose, including but not limited to the purchase of goods and services prohibited under the applicable laws of the Kingdom of Bahrain.

2.2.9 The Bank reserves the right to contact the Cardholder for the purpose of verification of Card Transactions/ performing a security check/ advising on the replacement of the Card. The Customer and the Cardholder agree to cooperate with the Bank in all such cases. If the Bank is unable to establish contact with the Cardholder for any reason whatsoever in any of the above circumstances, the Bank holds the right to freeze/block the Cardholder's Card Account until contact is established to the satisfaction of the Bank.

2.2.10 The Customer shall indemnify and hold harmless the Bank for any costs/losses whether actual or implied that may be incurred by the Cardholder due to the freeze/block placed by the Bank on the Card Account as described herein. The Bank is under no obligation to share with the Customer the details of the circumstances under which the block/freeze placed by the Bank.

2.2.11 Owners of Merchant Establishments who are Cardholders are not allowed to use their Cards in their own establishments. The Cardholder is not allowed to utilize the Card to fund any part of, or to meet the working capital requirements of his business.

2.2.12 The Cardholder agrees to follow the Card activation procedures laid down by Bank from time to time and shall also be subject to any identity checks and verifications by Bank or the Central Bank of Bahrain or any other relevant government entity.

2.2.13 The Bank may at its discretion refuse any request for authorization and may decline any Card Transaction including Cash Advance withdrawals. The Bank may not be liable to provide or process authorization for any Card Transaction due to technical failures or any other reason of similar nature. In both circumstances and in any other similar situation, the Bank is not liable for any damages of any nature including monetary, liquidated, punitive or consequential damages which the Customer or the Cardholder may sustain as a result of any unsuccessful, uncompleted or declined Card Transaction.

2.2.14 The Customer irrevocably and unconditionally agrees to pay the Bank for debits and Card Transactions made by the Cardholder for purchases and all other amounts owed to Bank under these Terms and Condition. The Customer shall remain liable to the Bank for the payment of the outstanding amounts and the Charges of all the Cards issued to the Cardholders designated by the Customer despite the cancellation of these Cards, the misuse of the Cards by the Cardholders, terminations of the Cardholders employment contracts with the Customer, the death of any Cardholder or any other reason.

2.3 Cancellation or Suspension of Card

2.3.1 The Bank may cancel the Corporate Card Account and/ or the Card issued to any Cardholder, at its sole and absolute discretion, with or without cause and without any liability on its part whatsoever.

2.3.2 In the event the Bank revokes a Card issued to a Cardholder or cancels the same at the request of the Customer, the Bank will notify the Customer thereof and the Customer will use their best efforts to promptly notify the Cardholder of the revocation/cancellation and to obtain each of such revoked/ cancelled Card(s) and return the same (each cut in half to the Bank).

2.3.3 The Customer may request the Bank to cancel the Card issued to any Cardholder at any time with or without cause and without prior notice to the Cardholder.

2.3.4 The Customer shall remain liable for all the Charges incurred on the Card after such Card is revoked/ cancelled until the Card is returned to the Bank in the manner stated herein.

2.3.5 The Customer shall be liable to indemnify the Bank and hold the Bank indemnified against any/all losses, for cancellation (wrongful or otherwise) of the Card. No notification of employment termination or instruction to cancel a card by the Customer shall be valid unless given in writing to the Bank, which shall in return be duly acknowledged by the Bank in writing.

2.4 Safeguarding the Card and PIN

- 2.4.1 The Customer hereby agrees that the Cardholder will not permit any other person to use the Card or the PIN becoming known to any other person.
- 2.4.2 The Customer agrees that the Cardholder will at all times safeguard the Card and PIN and keep it for his personal control.
- 2.4.3 The Customer and Cardholder undertake not disclose the Card number to any third party except for the purpose of a Card Transaction or when reporting the loss or theft of the Card.

2.5 Loss of the Card and/ or PIN

- 2.5.1 The Customer shall be liable to the Bank for all Card Transactions made using the PIN whether with or without the knowledge of the Cardholder.
- 2.5.2 The Customer agrees that the Cardholder shall use reasonable precautions to prevent the loss or theft of the Card and shall prevent the discovery of the PIN by any person (including but not limited to family, relatives, and/or employees) and shall not disclose the PIN to any person.
- 2.5.3 If the Corporate Card is lost or stolen or the PIN is disclosed to any person, the Customer or the Cardholder shall immediately notify the Bank on the phone numbers specified by the Bank from time to time and the police of the country where such loss or theft or disclosure occurred. Such notification shall be followed by a written confirmation or email to the Bank within 48 hours of receipt of notice. Until receipt of such written confirmation by the Bank, the Customer will be liable for all Card Transactions on the Card Account.
- 2.5.4 In the event the Cardholder recovers the lost or stolen Card, the Cardholder must return the recovered Card to the Bank immediately.
- 2.5.5 The Cardholder will give the Bank all the information available as to the circumstances of the loss, theft or misuse of the Card and take all steps deemed necessary by the Bank to assist with the recovery of the missing Card.
- 2.5.6 The Bank will be under no obligation to issue a replacement Card to the Cardholder following its loss or theft. Any replacement shall be issued at the sole and absolute discretion of the Bank.

2.6 Ownership of the Card

The Card remains the property of the Bank at all times. On request, any Card issued for use under the Main Account must be returned immediately to the Bank

3. Exemptions and Exclusions

- 3.1 The Bank shall not be liable for any loss or damage howsoever incurred or suffered by the Customer or the Cardholder by reason of the Bank, any other bank or Merchant refusing to allow a Card Transaction or to extend Cash Advances.
- 3.2 The Bank shall not be responsible for the refusal of any Merchant or member institution of MasterCard to honor or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant or, where applicable, for any breach of non-performance by a Merchant for Card Transactions.
- 3.3 In the event of any dispute between the Cardholder and any Merchant or bank, the Customer's liability to the Bank shall not in any way be affected by such dispute or any claim or right of set-off which the Customer or the Cardholder may have given against such Merchant or bank.

4. Authorization of the Bank

- 4.1 The Customer hereby authorizes the Bank to debit the Card Account with the amount of any Cash Advance withdrawal or Card Transaction conducted on the Card not withstanding that such Card Transaction may exceed Spend limit.
- 4.2 The Customer authorizes the Bank to register and record all the Card Transactions on the Card Accounts and accepts the record of the Card Transactions as conclusive and binding evidence for all purposes.
- 4.3 The Customer authorizes the Bank to record, at its discretion, any instructions and to use such records as evidence in a court of law or other legal proceedings.
- 4.4 The Bank is authorized to manage and operate the Card Account and to debit all Charges, Card Transactions made on the Card, fees and other amounts for all of which the Customer shall be liable. The Customer irrevocably undertakes and promises to pay to the Bank all Charges and amounts debited to or outstanding on the Card Account whether or not a record of the Charge or Card Transaction has been issued and / or signed at the Merchant Establishment.
- 4.5 The amount of any Card Transaction originated in a currency other than the Card currency shall be converted to the Card currency at the rate of exchange determined by the Bank for the date when the relevant transaction is debited to the Card Account. Such transaction is subject to a currency conversion fees determined at the Bank's sole discretion.

5. The Card Account and the Main Account

- 5.1 The Bank will record all Card Transactions effected through use of a Card in the Card Account pertaining to such Card and therefore will debit the Main Account with the outstanding balance under each Card Account. The Statement of Account sent to the Cardholder by the Bank shall be conclusive evidence of indebtedness.
- 5.2 The Bank will endeavor to send Statements of Account at the address that the Customer has advised in writing to the Bank and the Customer agrees to provide advance notice in writing of any change in its address to the Bank. Alternatively, the Bank shall send the Statement of Account of Card Transactions directly to a Cardholder, if so directed by the Customer in writing. Notwithstanding the aforesaid, the Customer shall continue to remain liable to settle amounts outstanding under the Main Account.
- 5.3 The Bank may set off the liability of the Customer under these Terms and Conditions against any other account that the Customer may have with the Bank.
- 5.4 All amounts due to the Bank are due to be paid in full immediately in accordance with these Terms and Conditions should the Customer be declared bankrupt under the applicable laws in the Kingdom of Bahrain.

6. Minimum Payment

- 6.1 The Minimum Payment Due amount will be 5% of the balance outstanding as at the Statement Date, plus any excess over the Credit Limit subject to an overall minimum of BD 10/-.
- 6.2 If the Minimum Payment Due is not received by the Payment Due Date, use of every Card issued pursuant to these Terms and Conditions may be suspended at the sole and absolute discretion of the Bank.

7. The Terms of Cash Advance Transactions

- 7.1 Subject to the Bank's sole and absolute discretion, the Cardholder may be allowed to use the Card for Cash Advance transactions for such amounts determined by the Bank.
- 7.2 The Customer acknowledges and agrees that Cash Advance fee will be applicable for each Cash Advance transaction and shall be applied on the amount of each Cash Advance transaction. The Bank reserves the right to vary from time to time the amount and rate of the Cash Advance fee and notify the same to the Customer and/or the Cardholder in writing.

8. Ujra Fee

- 8.1 The Cardholder must on a monthly basis pay a fixed Ujra Fee.
- 8.2 Ujra Fee will be charged to the Card Account on the following Statement Date.

9. Termination

- 9.1 The Customer should notify the Bank to close a particular Card Account and terminate the use of the Card by giving notice in writing and returning the Card cut into half to the Bank. The Card Account shall be closed only after the receipt of full payment of all Charges and liabilities, including but not limited to transactions authorized but not yet billed to the Card Account.
- 9.2 The Bank may at any time recall all or any of the Cards and terminate or stop their use with or without giving prior notice to the Customer and/or the Cardholder/ The Customer shall immediately after such recall, return such Cards cut in half to the Bank and make full payment of all Charges and liabilities to the Bank.

- 9.3 The use of the Card shall be terminated by the Bank without notice upon the bankruptcy or insolvency of the Customer, the death of the Cardholder if notified to the Bank, or if the whereabouts of the Cardholder become unknown to the Bank due to any cause not attributed to the Bank.

- 9.4 If the Customer is adjudicated bankrupt or insolvent, the Bank may at its sole and absolute discretion cancel and withdraw the Card(s) or limit and restrict the use of such Cards in addition to any other rights which might be legally available for the Bank in these circumstances. The Bank may cancel and terminate the Card credit limit and request the Customer to immediately pay the total amount outstanding on the Card Account even if such amounts were previously deferred.

- 9.5 All amounts outstanding on a Card Account together with the amount incurred by the use of the Card but not yet billed to the Card Account shall be payable immediately upon the termination of the Card in accordance with these Terms and Conditions.

- 9.6 Upon cancellation of the use of the Corporate Credit Cards whether by the Bank or the Customer, the Customer agrees and acknowledges that any Guarantee or security held by the Bank shall be held for a period not less than forty five (45) calendar days following the cancellation and/or return of all the Cards issued to the Cardholders designated by the Customer.

10. Renewing the Card

- 10.1 The Customer authorizes the Bank to automatically renew the Card before its expiration.
- 10.2 Unless these Terms and Conditions were terminated, the Bank may at its sole and absolute discretion issue replacement cards for lost or stolen Cards. Such replacement cards will be governed by the provisions of these Terms and Conditions as may be amended from time to time.
- 10.3 The Customer acknowledges that the renewal or non-renewal of the Card is at the sole discretion of the Bank.

11. Refunds and Chargeback

- 11.1 Each of the Cardholder and the Customer shall examine each Statement of Account issued and notify the Card Services Department of any alleged error therein within twenty (20) calendar days from the Statement Date. After such period, the Statement of Account and entries therein (except for any alleged error so notified) shall be conclusively considered as correct between the Bank, the Customer and the Cardholder.
- 11.2 The Card Account will be credited with a refund in respect of a Card Transaction only if the Bank receives a refund voucher or other refund verification acceptable to it. Subject to any rights vested in the Cardholder or the Customer under the applicable laws in the Kingdom of Bahrain, no claim by a Cardholder against a third party may be the subject of a defense or counter claim against the Bank.
- 11.3 The Card Account will not be credited in respect of the Chargeback amount until the transaction under dispute is resolved after examination of the appropriate evidence. If the dispute is not resolved in the Cardholder's favor, then the Cardholder will be responsible for the entire disputed amount.

12. Variation of the Terms and Conditions

- 12.1 The Bank may, from time to time, and at its sole discretion, and without notice to the Customer change or amend any of these Terms and Conditions. Nevertheless the Bank may notify the Customer with such changes in writing. Such changes shall apply on the effective date specified by the Bank in the notification sent to the Customer, and shall apply to all unpaid Charges, fees, Cash Advances and Card Transactions.
- 12.2 The Bank may vary these Terms and Conditions at any time, subject to the requirements of the applicable laws in the Kingdom of Bahrain and notification of any such variation shall be deemed to have been issued to the Customer and each Cardholder by publication of the amended terms on the website of the Bank, the URL of which is located at www.ithmaarbank.com.
- 12.3 Each of these Terms and Conditions shall be severable and distinct from one another and if at any time any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby.

13. Indemnity

- 13.1 The Customer undertakes and agrees to indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise which the Bank may incur by reason of these Terms and Conditions or any breach hereof or the enforcement of the Bank's rights as herein provided. All costs and expenses in such regard may be debited to the Card Account and shall be paid by the Customer.
- 13.2 The Customer undertakes to pay to the Bank the amount of any loss or damage which the Bank, its directors, officers or employees may suffer by reason of these Terms and Conditions or by breach of them by the Cardholder or arising in any way in connection with the Corporate Card Account. The Bank may debit all such amounts to the Customer's Card Account.

14. Access to information

- 14.1 The Customer agrees to provide the Bank to the extent permitted by applicable laws in the Kingdom of Bahrain, with any information reasonably requested by the Bank, concerning the address, whereabouts or employment information of any Cardholder, the use of the Card by such Cardholder and the Customer further agrees to supply the Bank upon request copies of any available documentation or support relating to such use.
- 14.2 The Customer and the Cardholder also agree to cooperate with the Bank in any investigation, dispute, litigation, or prosecution arising in connection with the use of a Card.

15. General

- 15.1 The Customer undertakes to sign any further documents as may be requested by the Bank from time to time.
- 15.2 All fees pursuant to or in connection with these Terms and Conditions are non-refundable.
- 15.3 The Customer undertakes to promptly notify the Bank in writing of any change in billing address and contact numbers. The Customer further undertakes to provide the Bank with copies of his new or renewed or changed identification documents or the Cardholder's identification document such as and without limitation the Customer corporate document, the trade license, Cardholder passport copy, the residence permit, personal identification card, and/or any document required by the Bank from time to time.
- 15.4 These Terms and Conditions are binding upon the Customer and Cardholder and no assignment of rights or obligations is permissible.
- 15.5 The Services shall be governed by the Legislative Decree No.4 of 2001 as amended from time to time with respect to Prohibition and Combating Money Laundering enforced in the Kingdom of Bahrain.

16. Sharia'a Supervisory Board:

All Services, Accounts, products, activities, transactions, and investments of the Bank provided to the Customer are reviewed and certified by its Sharia'a Supervisory Board as adhering strictly to the rules and principles of Sharia'a, which advices and rulings shall be binding in all respects.

17. Assignment and Transfer

The Bank may assign or transfer all or any of its rights and obligations under these Terms and Conditions. The Terms and Conditions shall remain valid and effective in all respects in favor of any assignee, transferee or other successor in title whether by assignment, transfer, novation or otherwise in the same manner as if such assignee, transferee or other successor in title has been named as a party herein.

18. Governing Law

These Terms and Conditions shall be construed in accordance with the laws in the Kingdom of Bahrain, and the courts of the Kingdom of Bahrain shall have exclusive jurisdiction to hear any disputes concerning the interpretation or implementation of these Terms and Conditions.

19. Language

These Terms and Conditions are in both Arabic and English and in case of discrepancy between the two versions, the Arabic version shall prevail.

Authorization and Consent Form



Please read this Authorization and Consent Form carefully and retain an executed copy for your records.

In accordance with the Personal Data Protection Law No. 30 of 2018, as amended, replaced and/or supplemented from time to time, and any other applicable laws, rules and regulations enacted in the Kingdom of Bahrain, Ithmaar Bank B.S.C. (Closed) ("Ithmaar Bank") is required by the applicable laws, rules and regulations to obtain your explicit authorization and consent to Ithmaar Bank disclosing your Personal and/or Biometric Information to Third Parties (as defined below).

Ithmaar Bank is utilizing the services of Third Parties as follows:

1. Banking and financial service providers, including debit and credit card payment processing providers, other banks and financial services companies, and biometric-related service providers where applicable.
2. Communication service providers including communication firms who operate Ithmaar Bank's website and social media channels on their behalf, telecommunication firms utilized for Communications purposes in relation to Ithmaar Banks' accounts, products and direct marketing messages.
3. Ancillary service providers including courier companies, storage companies for archiving and destruction of Personal and/or Biometric Information, external legal counsels, external auditors, collection agents, and other service providers required in order to fulfil Ithmaar Bank's business operations.

Your completion of this Authorization and Consent Form is a prerequisite to obtain a new Credit Card/e-Card in the manner set out herein. This Authorization and Consent Form, once complete, shall constitute a part of the Banking Services Terms and Conditions.

I / WE confirm that:

- I / WE have read and understand the terms of this Authorization and Consent Form;
- I / WE have had an opportunity to independently ask questions about the use and/or disclosure of MY / OUR Personal and/or Biometric Information and about the contents of this Authorization and Consent Form;
- I / WE acknowledge receipt of this Authorization and Consent Form, and hereby explicitly confirm MY / OUR agreement to the terms of this Authorization and Consent Form by completing the following; and
- A copy of this Authorization and Consent Form may be used in place of the original.

In this Authorization and Consent Form:

- "I", "ME", "WE", "MY", and "OUR" means a reference to the data owners and person(s) granting this consent, and each account owner, authorized signatory, authorized representative, delegate, product owner and/or service user identified on any Ithmaar Bank product that is applied for, used or accessed;
- "Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information provided to ME by Ithmaar Bank, or that I sign or submit or agree to at Ithmaar Bank's request;
- "Banking Service" means each and every product and service offered by Ithmaar Bank that I / WE apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future; and
- "Personal and/or Biometric Information" means information which includes, but is not limited to, MY / OUR account information, personal identification details, biometric data, biometric identifiers, any information which is based on MY / OUR biometric identifiers used to identify ME / US as an individual, supporting documents which I / WE have provided to Ithmaar Bank, including MY / OUR biographic and contact details, electronic records, fingerprints, photographs and other biometric information which may be used to identify ME / US, (and/or any similar authentication mechanism) which may be used for authentication of MY / OUR identity.

I / WE hereby state and confirm MY / OUR understanding that the disclosure of any of MY / OUR Personal and/or Biometric Information, or any other authentication mechanism that I / WE may provide to Ithmaar Bank in order to authenticate MY / OUR Personal and/or Biometric Information, shall be used for the exclusive purposes mentioned above and for no other purposes.

I / WE hereby grant MY / OUR explicit consent, authorization and approval to Ithmaar Bank to disclose and share MY / OUR Personal and/or Biometric Information to the Third Parties for the purposes mentioned above.

I / WE hereby grant MY / OUR explicit consent, authorization and approval to the Third Parties to receive, process and use MY / OUR Personal and/or Biometric Information upon receipt from Ithmaar Bank.

I / WE acknowledge and agree that MY / OUR acceptance of the terms of this Authorization and Consent Form, which shall constitute a part of the Banking Services Terms and Conditions, and completion of the same inured to the benefit of Ithmaar Bank, its affiliates, agents, successors and assigns.

Additionally, I / WE confirm MY / OUR understanding that Ithmaar Bank and the Third Parties may disclose MY / OUR Personal Information as required by law or court order.

This Authorization and Consent Form, once complete, shall constitute a part of the Banking Services Terms and Conditions.

This Authorization and Consent form has been completed by:

Name:
On behalf of:
Signature:
Date:

I hereby confirm that I have the legal capacity and authority to sign on behalf the above named individual/company/establishment if applicable.