# استمارة البطاقات الائتمانية Credit Card Application Form



عنوان العمل:

Please complete all sections in block letters and tick ( $\checkmark$ ) where applicable يرجى كتابة جميع التفاصيل بخط واضح ووضع علامة (٧) في الأماكن المناسبة: نوع البطاقة **Card Type** Titanium التيتانيوم Platinum البلاتينيوم Card Limit: BD الحد الإئتماني: د.ب. التفاصيل الشخصية Personal Details Full Name: الاسم: أنثى | Female Male | ذکر Marital Status: متزوج | Married أعزب | Single Gender: الحالة الإجتماعية: الجنس: **Embossing Details** تفاصيل الاسم على البطاقة الرجاء كتابة اسمك كما ترغب أن يظهر على بطاقتك Name as you would like to appear on your card (maximum 21 characters including spaces) ( ٢١ حرفاً كحد أقصى متضمناً المسافات) Date of Birth: تاريخ الميلاد: عدد السنوات في البحرين: No. of Years in Bahrain Nationality: (لغير البحرينيين) (for non-Bahraini): ID No: رقم البطاقة السكانية: Expiry Date: تاريخ الإنتهاء: رقم جواز السفر: Passport No.: Expiry Date: تاريخ الإنتهاء: (for non-Bahraini): (لغير البحرينيين) **Address Details** عنوان الإقامة Flat/Villa No.: Building No.: رقم الشقة / الفيلا: رقم البناية: Road No.: رقم الطريق: Block: مجمع: P.O. Box: City: المدينة: ص.ب.: Mobile Number: Office Telephone: رقم هاتف العمل: رقم النقال: Home Telephone: رقم هاتف المنزل: Fax Number: رقم الفاكس: Email Address: البريد الإلكتروني: العنوان الدائم في البلد الأصلي (لغير البحرينيين): Your Permanent Address at Country of origin (for non-Bahraini): Telephone at Home Country (include code): رقم الهاتف في البلد الأصلى (مع رقم فتح الخط): Name of a Closest Relative or Friend: اسم قريب أو صديق: Contact Number: رقم الهاتف: **Employment Details** تفاصيل العمل Company Name: اسم الشركة: Position: المنصب: القسم: No. of years with Employer: Department: عدد السنوات في الوظيفة:

Employer Address:

Business Owner/Self-employed		عمل حر
Business Name:		اسم الشركة :
Nature of Business:		طبيعة العمل:
تجاري: C.R. No.:	رقم السجل الت	Establishment Date: : تاريخ البدء
Business Address:		عنوان الشركة :
Average Monthly Income BD:	متوسط الدخل د.ب:	Monthly Expenses المصروفات الشهرية BD: د.ت:
	٠.٠٠	7.2
Your Preferred Mailing Address	046	عنوان المراسلات المفضل لديك
Residence السكن ا	Office _	ص.ب. P.O. Box العمل
Standing Instruction		تعليمات
Yes, I would like to have my Ithmaar Bank account automatically d month for my Credit Card payment	lebited each	نعم، أود أن يخصم من حسابي في بنك الإثمار تلقائياً كل شهر لدفع بطاقة الائتمان
Bank Account No.:		رقم الحساب المصرفي:
المبلغ المستحق Minimum Amount Due المبلغ المستحق		Full Balance Amount المبلغ الإجمالي
Supplementary Card		# . AL : III = AL : III
I the primary applicant wish to apply for Supplementary Credit Card		البطاقة الإضافية أنا مقدم الطلب أود الحصول على بطاقة إثمار الائتمانية الإضافية
Full Name of		الاسم: الاسم:
Supplementary Cardholder:  Gender: Male نکر Female أنثى	Má الجنس:	'مسم. الحالة الإجتماعية: متزوج Married أعزب arital Status: Single
	١٧١٠ الجدس.	الكان او جماعيه. هروج الكان العرب الكان العرب الكان العرب الكان العرب الكان العرب الكان العرب الكان العالم العر
Embossing Details  Name as you would like to appear on your card		تفاصيل الاسم على البطاقة الرجاء كتابة اسمك كما ترغب أن يظهر على بطاقتك
(maximum 21 characters including spaces)		الرجاء خدایه اسمت کما درغب آن یطهر علی بطافت (۲۱ حرفاً کحد أقصی متضمناً المسافات)
Date of Birth:		تاريخ الميلاد:
Nationality:	الجنسية:	Occupation: : اللهنة
الله ID No:	رقم البطاقة السك	Expiry Date:
Passport No.: : فور: (for non-Bahraini):	رقم جواز السة (لغير البحريني	Expiry Date: تاريخ الإنتهاء:
Relationship with the Primary Card applicant:	<u></u>	صلة القرابة مع حامل البطاقة الأساسية:
Husband/Wife الزوج/الزوجة Brother/Sister	الأخ/الأخت	Parent الوالدين Son/Daughter الإبن/الإبنة
Would you like to set up a spending limit to your Supplementary Ca	ard?	هل ترغب في وضع حد للإنفاق على البطاقة الإضافية الخاصة بك؟
عم Yes	ப்	No Y
If Yes, Amount per month (BD)		إذا نعم، المبلغ شهرياً (د.ب)
Supplementary		توقیع حامل
Cardholder Signature:		البطاقة الإضافية:
Date		التاريخ:

اقــار learntion

I hereby apply for an Ithmaar Credit Card. I declare that the information I have submitted in this application is true and correct and I shall advise you of any changes thereto. I hereby authorize Ithmaar Bank to verify any information from whatever sources it may consider appropriate. I accept that Ithmaar Bank is entitled in its absolute discretion to accept or reject this application without assigning any reason whatsoever and that the application and its supporting documents shall become part of the Bank's record and shall not be returned to me. I acknowledge and agree that the use of the primary card and / or any supplementary card, (issued on my account) shall be deemed an acceptance of the terms and conditions of the Bank's Credit Card Terms & Conditions which may be amended from time to time. Upon approval, I agree to pay the prevailing fees. By signing, activating or using the card, I agree to be bound by the terms and condition. I authorize the bank, in its sole discretion, to debit any account held with the Bank in my name, to recover any outstanding amount due to the Bank. I understand that the Bank reserves the right to require a guarantee acceptable to the Bank on a cash margin (which shall be held as collateral and applied towards settlement of my card account as the Bank in its absolute discretion as it deems necessary) as a condition for issuing the Ithmaar Credit Card.

I authorize Ithmaar Bank to issue supplementary card for use on my account (if required) to the person named, who I undertake to be 12 years of age or above.

I understand the supplementary card fees shall be billed in my statement and it shall be my responsibility to honor all charges incurred on the supplementary card. The continuation of the membership of the supplementary Cardholder shall be dependent on the continuation of my membership.

أقر بأن التفاصيل والمعلومات المذكورة في هذه الاستمارة حقيقية وصحيحة، وبموجب هذا أفوض بنك الإثمار للتحقق من أية معلومة من أية مصادر يعتبرها مناسبة، إنني أوافق على أنه من حق البنك المطلق قبول ورفض هذا الطلب دون إبداء أي سبب مهما كان. وأن هذا الطلب والمستندات المؤيدة له سيكون جزءاً من سجلات البنك وسوف لن تعاد لي. إنني أقر وأوافق على أن توقيعي أو تفعيلي أو استعمالي للبطاقة الأصلية أو البطاقة الإضافية – إن وجدت والصادرة على حسابي، سيعتبر قبولا والتزاماً مني لشروط وأحكام اتفاقية بطاقة إثمار الائتمانية (التي يمكن تعديلها من وقت لآخر) والمصاحبة للبطاقة، كما أنني أوافق على دفع الرسوم السائدة. إنني أفوض البنك وفق تقديره المطلق بالقيد ديناً على أي حساب احتفظ به لديه باسمى للحصول على أي مبلغ مستحق على للبنك.

إنني أتفهم أن البنك يحتفظ بحقه في طلب ضمان مقبول لديه على أساس هامش نقدي (سوف يحتفظ به البنك كضمان يستعمل لتسوية حساب بطاقتي وفقاً لما يراه البنك بتقديره المطلق).

إنني أفوض البنك بإصدار بطاقة إضافية على حسابي عند طلبي للشخص الذي أقر بأنه يبلغ من العمر ١٢ سنة وما فوق. إنني أدرك أن رسوم البطاقة الإضافية ستظهر في كشف حسابي وسوف تكون مسؤوليتي الأساسية الوفاء بجميع المصاريف على البطاقة الإضافية، وأن استمرارية عضوية حامل البطاقة الإضافية تتوقف على استمرار عضويتي.

توقيع حامل البطاقة :

Date : التاريخ

# Required Documents المستندات المطلوبة

- 1. Copy of ID with confirmation page.
- Copy of passport showing details including residence permit for non-Bahrainis.
- 3. Copy of last 3 month's bank statement.
- 4. Salary Certificate.
- 5. Copy of CR for Self-employed.
- 6. Copies of ID Card/Passport for Supplementary Card's.
- · All cards will be issued at the sole discretion of Ithmaar Bank
- All benefits / special privileges are offered when payment are charged to the card and the sole discretion of Ithmaar Bank and may be withdrawn at any time

- العميل من البطاقة الذكية من الجهتين مع نسخة من بيانات العميل
- ٢- نسخة من جواز السفر متضمنة رخصة الإقامة لغير البحرينين
  - السخة من كشف الحساب المصرف لآخر ٣ أشهر
    - ٤ شهادة الراتب
  - ٥- نسخة من السجل التجاري لأصحاب الأعمال الحرة
- '- نسخ من البطاقة الذكية \جواز السفر لطلب البطاقات الإضافية
  - تصدر جميع البطاقات بمحض إرادة بنك الإثمار المطلقة
- جميع المزايا والعروض الخاصة تقدم عند الدفع باستخدام البطاقة وبمحض الإرادة المطلقة لبنك الإثمار ويمكن سحبها في أي وقت

For Bank's Use Only			لاستعمال البنك فقط
Recommendation:			التوصية:
Card Limit: BD			الحد الائتماني: د.ب.
Recommended by:	التوصية من قبل:	Date:	التاريخ:
Approval (1):	اعتمد من قبل (١):	Date:	التاريخ:
Approval (2):	اعتمد من قبل (٢):	Date:	التاريخ:

# Terms and Conditions for Titanium, Platinum and World Cards

#### 1. Definitions

"Bank" means Ithmaar Bank B.S.C. (c)

"Card" means the Mastercard Card issued by the Bank and includes the Supplementary Card;

"Cardholder" means the person whose name appears on the Card.

"Supplementary Card" means the Card issued by the Bank upon the request of the Cardholder for any member of his/her family;

**"Supplementary Cardholder"** means the person whose name appears on the Supplementary Card and issued to him/her as per the Cardholder's request;

"Card 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 and/or other authorised terminals for a Cash Advance or any Card Transaction.

"Card Account" means the account opened by the Bank in the name of the Cardholder in accordance with these terms and conditions for the purpose of recording and securing Card transactions;

"Ujrah Fee" means the fee payable by the Cardholder every month towards the services on Cards;

"Card Limit" means the maximum balance permitted by the Bank to the Cardholder from time to time;

"Card Transaction" means any transaction made by the Cardholder through the use of the Card for the purposes of purchasing goods or obtaining services or for any cash withdrawal;

"Validity Period" means the period during which the Card is valid, as determined by the Bank and appears on the Card.

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

"Payment Due Date" means the deadline by which the Customer must make the Minimum Payment stipulated in the Statement.

"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.

"Cash Advance" means any cash amount obtained by the Cardholder using any ATM network.

"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.

### 2. Safeguard and use of the Card

The Cardholder and Supplementary Cardholder are responsible for the following:

- 2.1 Only the Cardholder and Supplementary Cardholder may use his/her own Card
- 2.2 Sign the Card immediately upon receipt:
- 2.3 Destroy the Card PIN notification after memorising it;
- 2.4 Exercise all possible care to ensure the safety of the Card, and refrain from disclosing the Card PIN to any person unless it is for a Card Transaction;
- 2.5 Refrain from using the Card for any Transaction in violation of the Islamic Sharia' a or any laws;
- 2.6 Be aware of the Card expiry date and only use it till that date;
- 2.7 Not to exceed the Card Limit, and if the Card Limit is exceeded clause 12.2 below shall be applied; and
- 2.8 The Cardholder has to pay all amounts of arrears and any sums relating to any use of the Card in a manner that is contrary to these terms and conditions.

## 3. Loss of the Card

- 3.1 If the Card is lost or stolen or if any person has access to the Card's PIN, the Cardholder shall immediately call the Call Centre on +973 13303030 or access eBanking through www.ithmaarbank.com to report loss of the card.
- 3.2 The Cardholder shall be liable for any Card Transactions carried out before notifying the Bank in any of the events mentioned in clause 3.1 above.
- 3.3 The Cardholder shall be liable for any Card Transaction carried out by any person who acquired the Card notwithstanding that such person obtained the Card with or without the approval of the Cardholder.
- 3.4 The Cardholder shall, in case of recovering the Card following its loss, call the Call Centre on +973 13303030 to notify the Bank to reactivate the Card.

## 4. Renewal / Replacement of Card

- 4.1 On expiry of the Validity Period the Card will be automatically renewed unless the Bank receives a notice from the Cardholder of his/her intention not to renew the Card.
- 4.2 The Bank reserves the right to refuse the renewal or replacement of the Card in cases of, the Cardholder's default or breach of these terms and conditions. The Bank shall however notify the Cardholder in writing of its decision.
- 4.3 Upon expiry of Validity Period of the Card or after its cancellation for any reason, the Cardholder undertakes to destroy the card by cutting it in four parts across the magnetic black tape and destroy the chip.

# 5. Default

- 5.1 Cardholder will be in default if he/she fails to pay the amount due or the amount that exceeds the Card limit
- 5.2 If the amount due is not paid on the due date then the Bank will have the right to declare the full outstanding amount as due and payable;
- 5.3 A flat late payment fee will be charged for every month that the minimum payment has not be received, this fee will be paid to charity.
- 5.4 In the event of default the Bank will have the option, at its discretion to block the Card with notification to the Cardholder. If the event of default continues then the Card will be cancelled.

## 6. Suspension and Termination of the Card

- 6.1 The Bank at its discretion shall have the right to cancel the use of the Card or temporarily render it ineffective
- 6.2 The Cardholder may terminate the Card by a written notice to the Bank, and such termination shall only take effect upon the return of the Card and all Supplementary Cards and the full settlement of all the Bank's dues. Failure to do so, the card will be considered as active and will be treated accordingly.
- 6.3 In the event the Bank requests the Cardholder to return the Card, the Cardholder must return the Card immediately.
- 6.4 In the case of permanently leaving the Kingdom of Bahrain the Cardholder must return the Card and all Supplementary Cards to the Bank.

## 7. Repayment Guarantees

7.1 The Bank reserves the right to request the Cardholder to deposit a certain amount in the Cardholder's Account as collateral for the use of the Card. The Cardholder agrees not to withdraw any amount from this account without the Bank's prior approval.



7.2 In the event the amount indicated in the monthly statement of the account is not paid, the Bank reserves the right, in its sole discretion, to use the amount in the Cardholder's Account or any other account owned by the Cardholder to settle the balance due in the Card Account.

## 8. Bank's Responsibility

- 8.1 In the case of refusal to accept the Card, the Bank shall not be responsible for such refusal.
- 3.2 The Bank shall send the Cardholder a monthly statement of Card Account showing Transactions incurred by the Cardholder and the amount payable by the Cardholder to the Bank. The Cardholder agrees to pay the amount due on or before the due date as set forth in the statement.
- 8.3 In case of refund of the value of any Card Transaction, the Bank shall deposit such value to the Card Account only in the event the Bank receives verification of the refund acceptable to the Bank in its sole discretion.
- 8.4 The Bank shall not be liable in case of inability to perform its obligations hereunder due to any matter beyond its control.

#### 9. Card Structure

9.1 The Cardholder must on a monthly basis pay a fixed Service Fee as stated below depending on the Card type held. The Bank has the right to either waive the monthly fee or a percentage.

Card Type	Titanium	Platinum	World
Maximum Monthly Fees	BD 100	BD 500	BD 2,000

- 9.2 All cash withdrawals with the Card will be subject to a Cash Withdrawal Fee (per cash withdrawal) as stated in the updated schedule of Fees and Charges.
- 9.3 The Cardholder may opt to pay the total amount (As per to Clause no 12-1).
- 9.4 The Cardholder shall pay a fixed replacement fee for every Card issued by the Bank as a replacement of any lost or damaged Card.
- 9.5 The Cardholder shall be liable for all fees incurred on the Card.
- 9.6 The Bank will provide benefits and services that vary depending on card type as stated in the application form. These may change from time to time.

#### 10. Card Limits

10.1 Card limit per Card type

Card Type	Titanium	Platinum	World
Min. Limit (BD)	100	500	1,000
Max. Limit (BD)	5000	30,000	100,000

10.2 The Card Limit is a combined limit for all the Cards issued to the Cardholder, and the total utilisation on all Cards must not exceed the Card Limit.

## 11. Supplementary Card

- 11.1 The Cardholder shall be entitled to request from the Bank in writing to issue Supplementary Cards for a direct family member (father, mother, spouse, brother, sister or children) who is 12 years of age or above
- 11.2 The Cardholder has to make sure that the Supplementary Cardholder had read carefully, understood and complied with these terms and conditions.
- 11.3 The Cardholder shall have the right to cancel the Supplementary Card at any time by written notice to the Bank accompanied by the Supplementary Card, and the Cardholder shall be liable for any use of the Supplementary Card till the Bank receives the Supplementary Card.
- 11.4 The Cardholder shall be responsible for all amounts charged to the Card Account including fees due in respect of the Supplementary Card.

## 12. Settlement of the Card Account

- 12.1 The Cardholder shall make a monthly minimum payment of 5% of the total ending balance amount shown on the card statement for his/her card(Minimum amount due shall not be less than BD10). This will be payable each month on or before the payment due date.
- 12.2 If the Card Limit is exceeded, then the total amount in access of the Credit Limit will be due immediately on the next statement.
- 12.3 The Card Account will be credited, and the Card Limit shall be adjusted only after the funds are cleared and received by the Bank.
- 12.4 The Cardholder has to pay all amounts of arrears and any fees resulting from any use of the Card in a manner contrary to these terms and conditions12.5 In case of the death of the Cardholder, the Bank shall have the right to demand from the heirs to settle
- any amount due on the Card that occurred after the date of death.

  12.6 If the Cardholder declares bankruptcy all amounts due from the Cardholder shall become immediately payable to the Bank.
- 12.7 Settlement of the ending balance on the Card shall be made on the basis of paying the amount due. The option to settle the ending balance in a full single payment is always available.
- 12.8 Any Card Transaction carried out in a currency other than Bahraini Dinar shall be converted into Bahraini Dinar on the date of debiting the Card Account. The exchange rate used by the Bank shall be the prevailing rate used by Mastercard in addition to an exchange commission levied by the Bank.

## 13. General Provision

- 13.1 The Bank reserves the right to amend any terms or conditions set forth by giving the Cardholder a written notice of seven calendar days before the effectiveness of the amendment.
- 13.2 The Cardholder may be considered in breach if he/she fails to comply with any of these terms and condition and the Bank will have the right to cancel the Card.
- 13.3 The Cardholder acknowledges that the Bank's books and records shall be the only acceptable evidence for amounts of the Cardholder Transactions.
- 13.4 The Bank shall have the absolute right to determine the cash withdrawal limits which is subject to change based on the Bank's sole discretion.
- 13.5 The obligations of the Cardholder or his/her heirs shall remain in full force and effect in the event of the Cardholder's death, bankruptcy or disqualification until full settlement.

## 14. Governing Law

- 14.1 These Terms and Conditions shall be governed by and construed in accordance with the applicable laws of the Kingdom of Bahrain without conflict with the provisions of the Islamic Sharia'a, and its courts shall be competent to settle any dispute arises in respect of interpretation or implementation of these Terms and Conditions.
- 14.2 These Terms and Conditions are issued in English and Arabic languages, and in case of conflict the Arabic version prevails.

# **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:

lame:	
on behalf of:	
ignature:	
late:	

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