Alinma Credit Card/Charge Card Terms and Conditions



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Preamble

Alinma Bank is pleased to issue types of Sharia'h-compliant cards (the "Cards"). These cards enable their holders to execute cash withdrawals from ATMs and obtain goods and services. These terms and conditions shall govern the relationship between Alinma Bank (the issuer) and the Client (the cardholder) and establish a relationship in which the issuer shall pay to the accepting party on behalf of the cardholder. Dealing with these cards shall be governed by the following terms and conditions:

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General Terms

- 2.1 The Client agrees to provide the Bank with any information, data or documents it requests for the purposes of the card. The Client authorizes the Bank to get from licensed credit information companies any information related to it or to the card account or to any other account maintained with the Bank. The Client agrees that the Bank may disclose such information to SIMAH or any other authority approved by the Saudi Central Bank (SAMA).
- 2.2 These terms and conditions shall come into full force and effect as of the date of execution and shall be renewed automatically unless the Client notifies the Bank of its intention not to renew in accordance with the provisions of paragraph (2.34).
- 2.3 The address shown above for each party represents its legal address to which all notices, correspondence and documents related to the execution and consequences of these terms and conditions shall be served. Any amendment made to such addresses shall not be approved unless made pursuant to a notice sent through the approved banking channels.
- 2.4 These terms and conditions shall be governed by; and executed and construed in accordance with, Sharia'h and Sharia'h-compliant rules, regulations and instructions issued by competent authorities in Saudi Arabia.
- 2.5 Each dispute arises between the parties shall be settled by the Committee for the Settlement of Banking Dispute in Saudi Arabia if no amicable solution is reached.
- 2.6 These terms and conditions have been drawn up in two original counterparts in Arabic and English. The Arabic text shall prevail in the execution and interpretation of these terms and conditions.
- 2.7 The Client acknowledges that it has read and accepted these terms and conditions and commits to work accordingly and that they shall be deemed part and parcel of any other documents executed for the bank in connection therewith.
- 2.8 The Bank issues the card to the Client upon its request and shall be provided with a PIN (or make the creation of the same available through the approved channels) to allow for the execution of banking transactions through the channels bearing the bank's approved logos.
- 2.9 The Client shall have the right to cancel the card free of charge within 10 days following the date of receipt unless the card is activated.
- 2.10 The Client may use the card for online and POS purchases and cash withdrawals within the limit available in the card's account. The Bank shall charge a fee against each cash withdrawal transaction as per the fee schedule set out in paragraphs (5.4 and 6.5) hereof, depending on the type of the card issued to the Client.
- 2.11 The Client shall pay all amounts due to the Bank as shown in the card's account statement on the maturity date by deduction from the current account, cash deposit or bank drafts. The Client authorizes the Bank to collect any financial obligations related to the card from its current account or any other account, funds or deposits falling under the custody of the Bank, without recourse to it.
- 2.12 If the Client raises an objection to any transaction and requests a copy of the relevant record, the Bank shall provide the same, provided that the Client shall incur any related fees.
- 2.13 The Client undertakes to make the minimum amount of Alinma Credit Card or the full amount in Alinma Charge Card available on the deduction date to settle the financial obligations set out in the relevant account statement. Otherwise, the Bank will suspend the card and, in the event of default for 3 consecutive months or 5 intermittent months, the Bank shall have the right to cancel the card and take all necessary actions to collect the entire indebtedness, including reporting the incident to the licensed credit information companies.
- 2.14 The Client shall perform cash withdrawals from ATMs only and shall not execute withdrawals from branches of other banks. The Client undertakes that it shall not use the card to purchase or get services prohibited by Sharia'h and law. In the event of violating the foregoing, the Bank may suspend or cancel the card and take any necessary action to maintain its rights toward the Client.
- 2.15 If the card is not used for more than 23 months, the Bank may transfer amounts in excess of the credit limit to the current account of the Client maintained with the Bank.
- 2.16 The Bank shall provide the Client, through the self-service channels (such as Alinma Internet) or any other channel that guarantees information confidentiality, with a monthly account statement showing credit and debit operations executed on the card's account during the account statement period, total amount payable by the card and minimum payment. The Client may also request the receipt of the account statement at its mailing address shown herein or any other address designated by it pursuant to a notice received by the Bank through any of its approved channels. If the Client does not receive the requested account statement, it may visit any branch and request a copy of the same. However, the Client shall not have the right to raise an objection if the Bank fails to deliver the account statement without an acceptable excuse. The account statement may be sent by e-mail to the Client upon request, subject to relevant terms and conditions. The Bank grants the Client a grace period of at least 21 days to settle the card's outstanding amount.
- 2.17 All account statements do not include the documents pursuant to which the transaction has been credited to the Client's account, such as invoices and claim vouchers. If the Client requests such documents, the Bank shall charge the fees provided for in paragraphs (5.4 and 6.5) hereof, depending on the type of the card issued to the Client, in addition to the arbitration fees paid to the International Organization (an equivalent of USD 500). If the Client's claim proves to be valid, the Bank shall rectify the transaction in question and refund the relevant feet to the Client.
- 2.18 The Client may file an objection to any purchase or cash withdrawal through the phone banking, branches, Alinma internet or any other channel approved by the Bank, provided that such objection is submitted to the Bank in accordance with applicable procedures within 30 days following the issuance of the account statement along with any supporting document. The Bank's records related to the card account shall be valid and binding on the Client, who may not raise any objection thereto unless otherwise is proved.
- 2.19 Subject to the Bank's approval, the primary cardholder may get an additional card for any family member who meets the relevant rules and instructions. The additional card shall be governed by the terms and conditions of the primary card, including any rights, obligations and privileges. The additional card shall always be connected to the primary card and shall not be treated as a separate and stand-alone card.
- 2.20 The Client shall continue to transfer its salary to the Bank as a payment guarantee of the Bank's dues as set out in the account statement of the card.

- 2.21 The use of the card depends on the availability of a credit balance in the card's account. Accordingly, the Client cannot use the card for cash withdrawals or purchasing goods and services unless there is a sufficient balance in the credit limit of the card. Moreover, the card cannot be used for purchases exceeding the credit limit. The Client shall be liable for the validity, integrity and legality of all transactions executed by the card. As the Bank shall not allow the Client to exceed the credit limit, the provisions of this clause shall apply in case of exceptional operations, such as later deduction of actual amounts used by the Client (following the cancelation of the authorization).
- 2.22 The Client shall promptly refund any amount exceeding the balance. The Bank may cancel the card upon or after the occurrence of such incident.
- 2.23 If the Client uses the card, the Bank may deduct an amount equal to the value of the goods, services or cash withdrawals. The Bank shall not assume any responsibility if payment of the value of the good or service fails due to balance insufficiency or rejection at a POS.
- 2.24 The Client shall bear all obligations arising from online purchases. If a security code is required, a one-time password will be sent to the relevant mobile number.
- 2.25 The Client acknowledges that the card is non-assignable and shall only be used by the Client or the person in whose name it has been issued upon the Client's request. The Client shall not give the card to any other person or disclose the PIN to other parties for any reason whatsoever. The Client shall sign on the back of the card immediately upon receiving it and shall be liable for any consequences resulting from violating the foregoing. The Client acknowledges that the PIN is a personal signature, regardless of the card's user; and that all transactions executed through the card fall under its responsibility. The Bank shall not bear any relevant damages, consequences, losses or indemnities.
- 2.26 The Client undertakes to return the card to the Bank if it is canceled or destroyed. Cancelation shall not affect the Client's commitment to fulfill the rights and obligations of the Bank with respect to issuing, renewing or using the card.
- 2.27 The Client shall immediately inform the Bank through any channel upon the occurrence of any of the following events:
- 2.27.1 If the card is lost or stolen;
- 2.27.2 If the card is stuck in an ATM:
- 2.27.3 If an error occurs in the amount withdrawn from an ATM (increase or decrease);
- 2.27.4 Discovery of an error in registering account entries as a result of using an ATM, POS terminals or the Internet (increase or decrease).
- 2.28 The Client shall be fully liable for all obligations related to the use of the primary or additional cards, whether relevant transactions were executed with or without its knowledge, including amounts and damages arising out of executing any transactions using a lost card. The Client acknowledges acceptance of the entries made by the Bank on its account, which shall be deemed a valid and binding instrument in verifying such transactions unless the Client proves otherwise by submitting an objection in accordance with paragraph 2.18 hereof. The Client also acknowledges that it shall incur all liabilities and obligations, including amounts and damages resulting from the execution of transactions using the lost card, whether with or without its knowledge unless the Bank receives notice of the loss through its approved channels (phone banking, branches, internet, application or any other approved channel) prior to the execution of such transactions. The Client is fully aware that it shall be liable for transactions executed inside and outside the Kingdom as of the date of losing the card until reporting the incident.
- 2.29 The Bank shall not assume any liability or commitment towards the Client if the commodities or purchases received by the Client differ from the ones provided for in the contract concluded between the Client and the party accepting the card in terms of specifications or if the card is used to execute cash withdrawals from ATMs of other banks. In such cases, the Client may raise a "Claim" objection to verify the transaction's validity.
- 2.30 The card shall remain the property of the Bank and shall be returned to it upon request. The Bank may, at its own discretion, cancel/suspend the primary card or any additional card at any time if the Client violates any of these terms and conditions, misuse the card or for any other reason with a notice of the same served to the Client. The Client shall return the canceled card/cards to the Bank and promptly settle all outstanding amounts through the Bank's approved channels (phone banking, branches, internet, application or any other approved channel). The Client acknowledges that the Bank may deduct the card's payable amounts from its current account or any other account, funds or deposits maintained with the Bank.
- 2.31 The Bank may change or amend any term and condition at any time. Any such change or amendment shall be effective and binding on the Client following serving notice via any means used by the Bank to communicate with its Clients unless the Client expresses its objection within 30 days from the date of being notified or serving the notice. The Client's continuity in dealing with the Bank and using the card following the effectiveness of any amendment on the fees or terms and conditions, as specified in the Bank's notice, shall be deemed an acceptance of the change and amendment. In the event of disagreement, the Client shall return the card to the Bank and request cancelation after settling any outstanding debts and financial obligations payable to the Bank.
- 2.32 The Bank shall have the right to share the Client's non-financial/credit information with any third party to improve the banking business and the services offered to the Client.
- 2.33 In the event of rejecting the fee amendment, the Client may submit an objection to the Bank through its approved channels and then terminate the Agreement within 60 days from the objection date. The Bank shall not have the right to claim any fees during the objection period unless the Client uses the card. The termination shall not affect the rights and obligations of either party on or before the termination date.
- 2.34 The card shall be valid until its expiry date and shall be renewed automatically thereafter. If the Client does not wish to renew the card, it shall inform the Bank in writing through the channels provided by the Bank before at least 60 days of the expiry date.
- 2.35 Non-exercise by the Bank of any of its rights hereunder at any time shall not constitute a waiver of such right or any other right at any time thereafter.
- 2.36 The Bank shall have an absolute right to claim (in person or by proxy) all or part of its rights and this shall not be conditional upon the Client's approval.
- 2.37 The card shall not be deemed permanently canceled when its status is changed to "stolen", "lost", or "temporarily suspended". The Client could make permanent cancelation after settling all outstanding dues.
- 2.38 The Bank shall execute the card's operations in accordance with its terms, conditions and credit limit.
- 2.39 The Bank shall credit the amount deducted from the credit limit on the registration date into the card account in Saudi Riyals.
- 2.40 The Bank shall have the right to automatically deduct the fees from the Client's current account maintained with the Bank in accordance with paragraphs (5.4 and 6.5) hereof, depending on the type of the card issued to the Client.
- 2.41 The Client shall pay all amounts and fees payable to the Bank free and clear of any charges, taxes or fees of any type or source whatsoever. Accordingly, VAT shall be applied and added to all banking services fees.

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Acknowledgements and Obligations

3.1 The Client shall indemnify the Bank for and against any and all costs and expenses, including legal fees, incurred by the Bank to obtain its rights related to issuing or using the card or any other rights.

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Events of Default

- 4.1 The Client shall be deemed in default upon failure to comply with any of the terms and conditions provided for in this request or upon the occurrence of any of the following events:
- 4.1.1 Failure to fulfill any or all of the obligations in favor of the Bank;
- 4.1.2 Procrastination in paying liabilities and amounts on their maturity dates;
- 4.1.3 Non-payment of the card's dues for three (3) consecutive months or five (5) nonconsecutive months;
- 4.1.4 Failure to implement any of these terms and conditions or breaching the acknowledgments and undertakings therein contained;
- 4.1.5 Invalidity of any material information provided by the Client to the Bank before or after signing the terms and conditions;
- 4.1.6 Any change or drop in the financial compliance indicator while assessing the creditworthiness of the Client as shown by its credit record with licensed credit information companies.
- 4.1.7 The Client's exposure to liquidation, insolvency or judicial custody.
- 4.1.8 If the Client acts in breach of honesty, integrity or honor, or is subject to criminal or legal accountability.
- 4.1.9 Confiscation or seizure of the Client's property and preventing it from the disposal of the same.
- 4.1.10 Banning the Client from exercising its activity or canceling its registry or licenses.
- 4.1.11 If the Client has proved financial claims before Courts or Enforcement Authorities, or if it enters into a composition with its creditors.
- 4.2 In the event of any of the cases of breach mentioned in clause (4.1), the Bank may require the Client to pay the outstanding balance, seize the Client's balances with it, and take measures to dispose of the guarantees to settle the Client's indebtedness in accordance with applicable procedures and instructions.

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Terms and Conditions of Alinma Credit Card

- 5.1 Credit Limit
- 5.1.1 The Bank issues Alinma's credit card to the Client. The credit limit of the card shall be covered by one of the financing formulas applicable in the Bank, including a cash withdrawal limit not exceeding 30% of the credit limit.
- 5.1.2 The Bank shall have the right to increase the credit limit of the card based on studying the credit status of the Client with licensed credit information companies. The Bank may also reduce the credit limit of the card, depending on its credit policies. The Client agrees that increasing the credit limit involves an additional finance transaction.
- 5.2 The conclusion of any finance contract associated with Alinma Credit Card after its expiry shall be deemed a renewal thereto.
- 5.3 Settlement of the Card's Dues and Profit Calculation
- 5.3.1 If the Client does not use the card balance or repays the amounts used on or before the maturity date, the Bank shall exempt the Client from any profit, including upon expiry and termination of the Contract.
- 5.3.2 The Client authorizes the Bank to deduct the minimum payment on day 25 of each Gregorian month. The Client may pay any amount in excess of the minimum limit through other available channels.
- 5.3.3 If the Client fails to deposit the outstanding amounts into the card account until the maturity date (day 25 of the month), the Bank will deduct the minimum payment (5% of the amount used or SAR 100, whichever is higher) from the current account or any other account maintained by the Client with the Bank and deposit the same into the card's account.
- 5.3.4 The Client shall open a current account with the Bank. The balance of such account shall, upon the maturity of each installment, be sufficient to cover the installment amount on the date specified in the monthly account statement of the credit card, which will appear as the "Minimum Payment".
- 5.4 Fees
- 5.4.1 The Client shall pay the Alinma Credit Card's fees and profits, as follows:

	Fees*		
Service	Platinum	Signature	Infinite
Primary Card Issuance/Renewal/ Annual Fees **	300	250	100
Additional Card Issuance/ Renewal/ Annual Fees **	300	250	100
Card Replacement	50		
Cash Withdrawal from ATMs/per transaction	75		
International Transactions Fees / per transaction	%2.7		
Additional Monthly Account Statement	Less than 1 year SAR 25 / I-5 years SAR 30 / More than 5 years SAR 50)/
Invalid Objection	50		
Arbitration of Disputed Transaction	SAR 1,875 (USD 500)		00)
Finance Monthly Profit Rate	From 1.9% to 2.5% (as stated in contract)		
Minimum Payment	5% of the total dues in the card statement or SAR 100 (whichever is higher)		

^{*} These fees shall apply to all cards unless there is an offer introduced by the Bank on any of them.

5.4.2 Upon the execution of a purchase or cash withdrawal transaction in any other currency, an amount (in SAR) equivalent to the transaction value on the registration date shall be credited against the Client's card account as per the exchange rate declared by the issuing company on the settlement date.

5.4.3 If the Bank collects its debt from the Client before the end of the term for any reason, the Bank shall exempt the Client from the profits of the remaining period following the actual payment date as shown in the Bank's records.

5.4.4 The following is an example of exchange rate calculation:

Transaction Type	Transaction Date	Transaction Amount	Exchange Rate*	International Transactions Fees	Total Amount (in SAR)
Purchases	20th Sept. 2021	USD 100.00	SAR 3.76	2.7 %	SAR 386.15
Cash Withdrawal	20th Sept. 2021	USD 100.00	SAR 3.76	2.7 % + SAR 75	SAR 461.15

^{*} This is an example showing the currency conversion method, not the actual exchange rate.

5.4.5 Annual Percentage Rate (APR) according to the Credit Limit of the Card:

Default Credit Limit		Annual Percentage Rate*	Minimum Payment	Number of Months until Settlement of Outstanding Balance**
Platinum	SAR	28.15% (for a 1.9%	5% or SAR 100	75 months
Card	10,000	Profit rate)	(whichever is higher)	
Signature	SAR	28.87%	5% or SAR 100	96 months
Card	20,000	(for a 1.9% Profit rate)	(whichever is higher)	

^{*} In the event of using the entire credit limit and paying the minimum amount of each month without reusing paid amounts, the settlement of the entire indebtedness will be settled within the number of months shown in the table, taking into account the profit rate added each month.

Terms and Condition of the Alinma Charge Card

6.1 The Bank issues Alinma Charge Card with a fixed credit limit, including a cash withdrawal of no more than 30% of the credit limit. The Bank shall have the right to increase the credit limit of the card (after studying the credit status of the Client upon submitting an approved request) or reduce such limit, depending on its credit policies.

6.2 The amount deducted from the credit limit of Alinma Charge Card on the registration date, which is the date of recording the transaction amount in the card's account following the claim made by the international organization, a finance from the Bank to the Client in Saudi Riyal to be credited to the Client's account.

6.3 The Bank shall not charge any fees against issuing, renewing, using Alinma Charge Card or currency assessment other than the fees indicated in paragraph 6.5 hereof.

6.4 The Client shall pay all amounts due to the Bank as shown in the card's account statement on the maturity date by deduction from the current account, cash deposit or bank drafts. The Client authorizes the Bank to collect any financial obligations from its current account or any other account, funds or deposits falling under the custody of the Bank, without recourse to it.

6.5 Fees

 $6.5.1\,\mbox{The}$ Client shall pay the fees of Alinma Charge Card and settle dues, as follows:

^{**} Fees are due at the beginning of every Gregorian month. The card must be canceled before the beginning of every Gregorian month to avoid fee collection.

 $^{^{\}ast}$ * The APR may change, depending on the credit rating of each Client.

	Fees*		
Service	Alinma Charge Card		
Primary card issuance	250		
Additional card issuance	100		
Primary card annual fees**	200		
Additional card annual fees**	100		
Primary card renewal	250		
Additional card renewal	100		
Replacement	50		
Cash Withdrawal from Alinma ATMs/per transaction	15		
Cash Withdrawal from a local bank ATMs/per transaction	6.50+0.38% of the transaction amount		
Cash Withdrawal from international ATMs/per transaction	3.45+1.615% of the transaction amount		
International purchases/ per transaction	1.15% of the transaction amount		
Monthly account statement (Additional)	Less than 1 year SAR 25 / I-5 years SAR 30 / More than 5 years SAR 50		
Invalid objection	SAR 30		
Arbitration of a disputed transaction	SAR 1,875 (USD 500)		
Minimum Payment	The entire amount shown in the account statement		

^{*} These fees shall apply to all cards unless there is an offer introduced by the Bank on any of them.

6.5.2 Upon the execution of a purchase or cash withdrawal transaction in any other currency, an amount (in SAR) equivalent to the transaction value (in USD) on the registration date shall be credited against the Client as per the actual cost incurred by the Bank, plus the fees imposed by the international organization.

6.5.3 Explanatory example:

Transaction Type	Transaction Date	Transaction Amount	Exchange Rate*	Additional Fees for the International Organization	Total Amount (in SAR)
Purchases	01/01/2016	USD 100.00	3.76	1.15%	380.32
Cash Withdrawal	01/01/2016	USD 100.00	3.76	1.615% + 3.45	385.52

^{*} This is an example showing the currency conversion method, not the actual exchange rate.

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Terms and Conditions of Alinma Credit Card (Cashback

- 7.1 All "Terms and Conditions of Alinma Credit Card" provided for in clause (5) and the following terms and conditions shall apply to this card.
- 7.2 The Client enjoys a cashback rate against each eligible transaction, depending on the type of the card. The Bank posts on its website the cashback rates for each card/eligible transaction.
- 7.3 The Bank reserves its full right to amend or change the cashback rates of all or some merchants, as it deems appropriate. Any change in these rates shall be conveyed to the Client by any means used by the Bank to communicate with its Clients. The Client's continuous dealing with the Bank and using the card after the effective date of any amendment of the cashback ratios shall be deemed an acceptance thereof. If the Client does not agree to such amendments, it shall return the card to the Bank and request its cancellation after settling any outstanding financial obligations payable to the Bank in accordance with clause (2.31).
- 7.4 The Bank shall have the right to apply cashback to certain eligible transactions executed via the card (card type and transaction type). The Bank may not activate the cashback on ineligible transactions related to selected categories of merchants (e.g. cash withdrawals/gas stations/replenishment of e-portfolios). The Bank shall not assume any liability arising out of changing such merchants from time to time and non-application of cashback with respect thereto.
- 7.5 The cashback does not apply to canceled or refunded eligible transactions. The cashback value shall be deducted from, or reversed in, the current balance (as the case may be).
- 7.6 The Bank shall have the right from time to time and at its absolute discretion to amend the method of calculating the cashback for any eligible transaction.
- 7.7 The cashback shall be calculated automatically at the amount or rate set or offered by the Bank for each card. The Bank provides cashback without affecting any offers introduced by the merchant.
- 7.8 The Bank shall have the right to add the cashback amount immediately or after settling the transaction, as it deems appropriate. For some transactions, the cashback amount shall not be credited unless after settlement due to possible difference between the transaction amount and settlement amount (e.g. airlines and rental shops, etc.).
- 7.8.1 Below is an explanatory table for cashback:

^{**} Annual fees fall due at the beginning of the Gregorian month. If the Client intents to cancel the card, it should do that before the maturity date.

Card's Ty	pe	Purchase Value	Cashback Amount
Signature card	cashback*	SAR 100	SAR 2 (if cashback is 2%)

^{*} The rate quoted above is for explanation only and it may differ. Please, visit the Bank's website to confirm the applicable rate.

7.9 Following the completion of any eligible transaction, the Bank shall add the relevant cashback to the current balance of the card within 14 days after executing the eligible transaction, provided that the account is active and valid. Earned cashback shall be reflected in the Client's account statement available via the application.

7.10 If the account is closed or the card is canceled before depositing the cashback in the account, the earned cashback that has not been added to the current balance during the said period shall not be deposited into the card account. If for any reason the card is suspended or blocked, the accumulated cashback shall be canceled. However, such cashback may be deposited into the card account, depending on the Bank's discretion.

7.11 Cashback payments deposited into the card account may not be used to settle the value of the transaction on which the cashback has been earned, as the full amount of the transaction should be available in the card account prior to the execution of such transaction.

7.12 In the event of misusing the card, the Bank reserves the right to suspend the addition of any earned cashback value or cancels any accumulated cashback.