

## Definitions:

Bank:	means Bahrain Islamic Bank B.S.C.
Card:	means the virtual Card issued by the Bank to a Cardholder.
Agreement:	means the agreement entered into between the Bank and Cardholder and subject to these Terms and Conditions and any amendments thereto from time to time.
Cardholder:	means the person for whose use the bank issues the Card.
Card Account:	means the account opened with the Bank in the name of the Cardholder in accordance with this Agreement.
Pre Set Card:	means Cards issued with a credit limit.
Pre Paid Card:	means Cards issued with no credit limit and the Cardholder is allowed to use the Card up to the amount credited to his/her account.
Card Credit Limit:	means the maximum debit balance permitted under the Card Account as determined and notified by the Bank to the Principal Cardholder from time to time.
Card Transaction:	means the purchase of goods or obtainment of services by the use of the Card account.
Virtual Transaction:	means any transaction carried out in a non face to face environment, such as online transaction, telephone and/or mail order transactions.
Card Statement:	means the monthly statement of transactions conducted by the Cardholder using the Card for the previous period.
Validity Period:	means the period for which the Card is valid as determined by the Bank.
eBanking:	means the Bank's electronic service provided on <a href="http://www.ebisb.com">www.ebisb.com</a>

## Use of the Card

- Use of the Card shall be limited to the designated Cardholder whose name appears on the face of the Card may use the Card.
- The Cardholder agrees to:
  - Use the Card within the Card Credit Limit determined and notified by the Bank from time to time, or up to the amount credited in advance for pre paid Cards.
  - Avoid disclosing the Card number to any unauthorized person or any unauthorized web site or any other unauthorized channels that may expose the Card account for abuse and/or fraudulent transactions.
  - Avoid using the Card for any illegal Transactions as defined by :
    - Visa International regulations.
    - International authorities.
    - Laws of the Kingdom of Bahrain.
    - Contrary to Islamic Sharia'a.

- Avoid using the Card after the expiry date stated on the Card and notified by the bank or after notification to him/her of its cancellation or withdrawal by the Bank or any person acting on behalf of the Bank.

Use of the Card shall be limited to Virtual transactions; meaning any transaction carried out in a non face to face environment

### **Safeguarding the Card Number**

- The Cardholder must not disclose the Card Number to any third party except in connection with a Card Transaction or when reporting the actual loss or theft of the Card.
- If the Card number has become known to any unauthorized person, the Cardholder shall immediately notify the Bank's Card Centre by calling 17515999 (24 Hours).
- Any notice given to the Bank shall be followed by a confirmation of such notice to be sent by fax transmission within seven calendar days to 17 535 999 or by mail to PO Box 5240, Manama, Kingdom of Bahrain.
- If this notification is given orally, it shall not take effect unless confirmed in writing to the Bank at the above address within a maximum of seven days. Until the Bank receives a written notification, the Cardholder will be liable in respect of any use of the Card during this period of loss or theft.

### **The Card Account**

- The Bank will open and maintain a Card Account for each Cardholder and will charge to such Card Account the amounts of all purchases of goods and services by use of the Card and any loss incurred by the Bank arising from the use of the Card.
- The amount of any Card Transaction in a currency other than BHD will be converted into BHD at the prevailing rates of exchange (as specified by the Bank from time to time) on the date when such amounts are charged to the Card Account.
- In case any web site or virtual retail outlet refuses to accept the Card, the Bank shall not be responsible for such refusal in any mean whatsoever.
- The Principal Cardholder must pay immediately any arrears of previous payments and the amount of any Card Transaction made in breach of any Terms and Conditions of this Agreement.
- The Cardholder irrevocably authorizes the Bank to debit any other Account of the Principal Cardholder with the Bank towards recovery of any arrears of payments and/or penalties that the Bank may impose for any Card Transaction made in breach of any of these Terms and Conditions.
- All amounts due under these Terms and Conditions will be immediately payable in full on the commission of an act of bankruptcy of the Cardholder, on the death of the Cardholder or at the Bank's sole discretion if there is any breach to these Terms and Conditions by the Cardholder.

- In case of the death or bankruptcy of the Cardholder the obligations of the Cardholder will remain in full force and effect until such time as they are duly satisfied.
- The Cardholder may obtain a detailed Statement of account showing the transactions that took place with the Card by logging to the Banks eBanking system at the following web site [www.ebisb.com](http://www.ebisb.com).
- The Cardholder shall determine that the amounts indicated in the Statement of Account are correct unless an objection is made to the Bank within 15 days.
- No monthly statements of account will be sent by mail for Pre-Paid cardholders.
- Pre-set Cardholders shall within 25 days from the date of every monthly Statement of Account pay the minimum amount indicated in the Statement of Account or any bigger amount as decided by the Cardholder or else be subject to monthly late payment fees as indicated in the fees and charges below or announced by the Bank from time to time in any mean the bank finds sufficient.
- Any payment to the Bank will take effect only when received at the address notified by the Bank and credited to the Card Account and will be applied by the Bank as specified in the following:
  - Towards payment of the late payment fees and any other fees (pre set cards only).
  - Towards payment of all purchases shown in any previous statement.
  - Towards payment of all purchases shown in the latest statement.
  - Towards payment of any purchases made and debited to the Card Account but not then shown in any statement.
  - Remaining balance of payment shall be credited to the Card account.

## **Fees and Charges**

### Pre Set:

- The Cardholder must on a monthly basis pay a fixed service fee of BD5 (BD60 annually) and the Bank has the right to either waive a percentage or the entire monthly service fee amount depending upon the Cardholder's compliance with making payment of the outstanding amounts owed by him in whole or in part on or before the due date fixed at 25 days with effect from the Statement of Account's date.
- The minimum Credit Limit is BD 50 and the maximum is BD500
- No issuing, renewal or account maintenance will be charged to the Card.
- Should the Cardholder use the Card in access of the assigned credit limit, a flat fee of BD5 will apply.
- Should the Cardholder fail to pay the minimum due amount or more in the date mentioned in the monthly statement or before, a charge of BD5 will

apply. Such charges shall not be used by the Bank and will be assigned for charity purposes.

#### Pre Paid:

1. No charges shall apply for the issuing of each prepaid Card.
2. No charges shall apply on the renewal of the prepaid Card.
3. None of the following charges shall apply to the prepaid Cards:
  - o Late payment fees
  - o Monthly service fees
  - o Over limit fees.
  - o Refill or recharge fees.
4. Shall the Cardholder wish to refund any unused balance in the Card, a flat fee of BD1 will apply for each refund transaction.
5. The Bank reserves the right to vary all of above charges, percentages or other fixed fees from time to time at its sole discretion.

#### **Suspension or Cancellation of the Card**

- The Card remains the property of the Bank at all times. On request, all and any Card issued for use on the Card Account must be returned immediately to the Bank or any other person acting for the Bank.
- The Bank may at any time suspend or cancel the right of the Cardholder to use the Card that is issued to him/her on temporary or permanent basis without any notice, if he/she fails to satisfy his/her obligations under these terms and conditions or any attachments thereto or under any other Agreements or amendments, and/or if he/she defaults in the payment of the amounts as they fall due. Accordingly, these Terms and Conditions shall be automatically terminated and the Cardholder shall hand over the Card to the Bank and refrain absolutely and immediately from using the Card. Such cancellation shall not absolve the Cardholder from his/her liabilities and obligations towards the Bank.
- The debit balance of the account of the Cardholder shall continue in force and fees and charges shall accrue as agreed between the two parties herein until the debit balance of the Card Account is finally settled.

#### **Claims and Charge Backs**

- In the event the Cardholder makes a claim against a third party in respect of a Card Transaction, such claim shall not be subject to an inter-pleader, defense or counterclaim against the Bank.
- The Bank shall not be liable in any manner whatsoever for any difference that may arise between any merchant and the Cardholder concerning a Card Transaction that is the subject of payment.

- If any Web site, retail outlet or any merchant refunds to the Bank the value of the good/service provided to the Cardholder, the Bank shall credit such value to the Card Account upon receipt thereof.
- The Card Account will be credited with a refund in respect of a Card Transaction only in the event the Bank receives verification of the refund acceptable to the Bank in its sole discretion.

### **Variation of these Terms and Conditions**

- The Bank reserves its right to amend these Terms and Conditions at any time.
- The Bank shall notify the Cardholder regarding any amendments by any mean the Bank finds sufficient and under its sole discretion.
- Continuation of using the Card by the Cardholder after the notification shall be conceded as an acceptance of these amendments.

### **Termination**

- The Principal Cardholder may terminate the Card Account by a written notice to the Bank but such Termination shall only be in effect upon the return of the Card to the Bank and the full settlement of all the liabilities of the Cardholder to the Bank.
- Until such Termination, the Bank may reissue Cards from time to time for use in accordance with these terms and conditions.
- Prior to leaving the Kingdom of Bahrain permanently, the Cardholder shall return to the Bank all Card issued by the Bank to Cardholder.

### **Applicable Law**

- These terms and conditions shall be governed by, and construed in accordance with, the applicable laws of the Kingdom of Bahrain unless such laws conflict with the provisions of the Islamic Shari'a as adopted by the Bank's Shari'a Board in which case the latter shall prevail.
- In the case of either a claim by the Bank against the Cardholder or a dispute between the Bank and the Cardholder, the Cardholder agrees to irrevocably submit to the non-exclusive jurisdiction of the courts of the Kingdom of Bahrain.
- In the case of conflict between the English and Arabic versions of these terms and conditions, the latter shall prevail.