

## **Wala'a Dirhams Conditions**

These Wala'a Dirhams Conditions (the "**Conditions**") shall apply to all individuals that have been issued with credit cards by Dubai Islamic Bank PJSC (the "**Bank**"). These Conditions relate to the Wala'a Dirhams Program (defined below) under which users of credit cards, issued by the Bank, (the "**Card User(s)**") may accumulate Points (defined below) by virtue of usage of the said credit cards (the "**Card(s)**"). Such Points, subject to these Conditions, may be redeemed for Benefits (defined below).

### **1. Definitions**

In these Conditions, the defined terms used shall have the meanings set out below

**"Benefits"** means such goods, services, discounts or payments of utility bills, or such other benefits determined by the Bank from time to time, that can be obtained by redeeming Points;

**"Call Centre"** means the call centre of the Bank;

**"Card Agreement"** means the terms and conditions under which the Card has been issued to a Card User;

**"Card User's Account"** means the record maintained by the Bank of accruals, reversals and redemption of Points;

**"Credit Limit"** means the credit limit assigned to a Card or a specific group of Cards;

**"Points"** means the points that accrue under these Conditions upon making a Spend;

**"Primary Card Users"** means the primary applicants of Cards, however defined in the Card Agreement;

**"Spend"** means any transaction executed for the purchase of goods or services using the Card;

**"Supplier"** means the third party supplier that the Bank has identified to provide the Benefits under the Wala'a Dirhams Program; and

**"Wala'a Dirhams Program"** means the rewards program of the Bank constituted by these Conditions.

### **2. Accrual of Points**

2.1 The Card User will earn Points as a percentage of its Spend by using a Card.

2.2 The Bank shall, from time to time, issue policies and guidelines relating to the type of Spend that would accrue Points and the number of Points that can accrue for a specific

- type or value of Spend. The Card User is required to call the Call Centre in order to be updated regarding such policies and guidelines.
- 2.3 The Card User acknowledges that no Points will be earned on fees and charges levied by the Bank, including, but not limited to all types of monthly and annual subscription fees or any other fees levied by the Bank from time to time.
  - 2.4 The Points that accrue will depend on the amount of the Spend and the nature of the product or service attributable to such Spend and the Bank's policies.
  - 2.5 The method of calculating the Points shall be determined by the Bank at its sole discretion and may be amended from time to time without notice to the Card User.
  - 2.6 All Points earned will reflect in the Card User's Account 24 hours after making the relevant Spend.
  - 2.7 Points will be calculated upto two decimals only. Points will be truncated and rounded off to lowest value from third decimal place onwards.

### **3. Expiry and Conversion of Points**

- 3.1 The Points that are unutilized will automatically expire in three years (36 months), after accrual, if not redeemed by the relevant Card User.
- 3.2 The Card User is responsible to periodically verify its balance of Points by contacting the Call Centre.
- 3.3 The Card User acknowledges that it cannot convert Points into cash or transfer the Points to any third party.

### **4. Redemption of Points**

- 4.1 The Primary Card User may redeem the Points for Benefits only.
- 4.2 The Card User acknowledges that the Benefits offered by the Bank for redemption of the Points may, at the discretion of the Bank, be amended from time to time.
- 4.3 Only a Primary Card User may redeem Points. The Call Centre may request the Primary Card User to verify his/her identification details prior to redemption of Benefits.
- 4.4 Any redemption of Points can only occur after 48 hours of the said Points being credited to the Card User's Account.
- 4.5 The Benefits would be delivered approximately 7 working days after the redemption of the relevant Points. The Bank shall not be responsible for any delay that might occur in respect of the delivery of the Benefits.

- 4.6 All Benefits shall be sent to the street address of the relevant Primary Card User, available in the Bank's records, unless the said Primary Card User provides instructions to deliver the relevant Benefits to an alternate address.
- 4.7 The Benefits should be personally received by the relevant Primary Card User.
- 4.8 The Bank may send notifications relating to Benefits and Points accrued, to the Card User, by such means as it determines appropriate. If the Card User requests such notifications to be sent by text message (SMS), the Bank may subject to the availability of such service provide the same at a charge.

## **5. Reversal of Points**

- 5.1 Once Points are redeemed, the Card User may not request the Points to be reinstated in the Card User's Account for any reason.
- 5.2 If the Benefits are not received by the relevant Primary Card User after making a redemption, the Bank may, within a reasonable period, reinstate the relevant Points in the Card User's Account.
- 5.3 Where a specified Spend has been cancelled by the Card User, the Bank may deduct the relevant Points accrued as a result of the said Spend having occurred. In the event that a negative balance of Points is present in the Card User's Account, the Bank may assign, in accordance with the Bank's determination, a Dirham value to the said negative value of the Points and require the Card User to pay the said amount.

## **6. Misuse of the Points or Wala'a Dirhams Program**

- 6.1 If in the sole opinion of the Bank, a Card User is misusing the Wala'a Dirhams Program, the Bank may suspend or terminate the provision of Points to the said Card User with immediate effect. In such cases, the Bank may also, at its discretion, cancel the Points that have already accrued to the Card User.
- 6.2 The maximum amount of Points that can accrue over a period of one calendar month shall be limited to Points calculated based on the Credit Limit ("**Accrual Limit**"). The Card User acknowledges that if its Spend is beyond the Credit Limit for a particular calendar month, the Points shall stop accruing once the Accrual Limit is reached.
- 6.3 The Bank reserves the right to disqualify any Card User from further participation in the Wala'a Dirhams Program, to cancel all previously accumulated Points and to seek compensation for the Points utilized if, in the Bank's sole judgment, that customer has engaged in willful misconduct, including, but not limited to the fraudulent acquisition of Points or acquisition, sale or abuse of Points or acquisition, sale or abuse of Benefits.

## **7. Termination of Wala'a Dirhams Program**

- 7.1 The Bank may at any time, without giving reasons, suspend or terminate the Wala'a Dirhams Program in respect of all or any specific Card User.
- 7.2 If the Bank or the Card User terminates its Card Agreement, these Conditions shall also be deemed to be terminated.
- 7.3 Upon termination of the Wala'a Dirhams Program in respect of any specific Card User under Clause 7.1 above or the termination of these Conditions under Clause 7.2 above, all Points accrued in the relevant Card User's Account shall stand cancelled immediately and no further redemption of Points will be possible.

## **8. Liability of Suppliers and Benefits**

- 8.1 Each Card User acknowledges that the Benefits are sourced by the Bank from Suppliers and that the Bank is not responsible for the quality or timely delivery of the Benefits.
- 8.2 In the event of any defect, the Card User is required to contact the Supplier and take the relevant action against the Supplier and not the Bank.

## **9. These Conditions and the Wala'a Dirhams Program**

The Bank may, without notice to the Card Users, amend these Conditions and the policies relating to the Wala'a Dirhams Program.

## **10. Card User's Indemnity to the Bank**

Each Card User agrees to defend, indemnify and hold harmless the Bank on demand from and against any and all losses, actions, claims, proceedings, judgments, fines, damages, fees, costs and expenses (including legal fees) together with any sales or other taxes (regardless of when the same are made or incurred) (a) which may at any time be suffered or incurred (directly or indirectly) as a result of or connected with the preservation and/or enforcement of any of the rights of the Bank under these Conditions; and/or (b) which arise out of any act or omission on the part of any Card User; and/or (c) which arise out of any wrongful, misleading or other such information provided by any Card User to the Bank. Such expenses shall include without limitation any internal management and administrative costs of the Bank.

## **11. Set – Off**

The Bank may at any time whether before or after any demand under these Conditions and without notice to the Card User apply any credit balance in any currency which is at any time held by any office or branch of the Bank for the account of any Card User and in or towards satisfaction of the liability of the Card User under these Conditions.

## **12. Severability**

If at any time any provision of these Conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any applicable jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Conditions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

### **13. Card User Information**

The Card User agrees that the Bank is authorized to provide any information relating to the Card User to any third party including the Supplier, Central Bank of UAE, any credit agency, any subsidiary or affiliate.

### **14. Governing Law and Jurisdiction**

14.1 These Conditions are governed by the law of the United Arab Emirates.

14.2 The courts in the Emirate of Dubai, United Arab Emirates have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement (including a dispute regarding the existence, validity or termination of the Agreement) (a "**Dispute**").

14.3 This Clause 14 is for the benefit of the Bank only. Notwithstanding the foregoing, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

### **15. General**

15.1 Each Card User hereby authorizes the Bank to record telephone conversations between the Bank's employees and the relevant Card User and such recordings may be used in court or other official proceedings.

15.2 By using the Card, the Card User is deemed to have consented to these Conditions.