





## SECTION 5 - Terms and Conditions

### These Prepaid Card Terms and Conditions (the "Terms and Conditions") govern the issuance and use of ASBB B.S.C. prepaid card:

#### 1. Definitions

- (a) "ATM" means an automatic teller machine or any card operation machine or device, whether belonging to the Bank or other participating bank or financial institution which enables cash withdrawals to be made and other banking transactions to be executed electronically;
- (b) "Bank" means ASBB B.S.C. and any successor or assignee of the Bank;
- (c) "Billing Currency" means Bahraini Dinars, US Dollar, Pound Sterling or Euro based on the Cardholder's absolute choice;
- (d) "Card" means the ASBB prepaid card, which is issued to the Cardholder;
- (e) "Card Transaction" means any transaction, which is effected by the Cardholder through use of the Card in accordance with these Terms and Conditions;
- (f) "Cardholder" means the individual in whose name the Card is issued by the Bank;
- (g) "Charges and Fees": means any charges and fees payable by a Cardholder to the Bank in respect of a Card, including without limitation, the amount incurred by the Cardholder on all Card Transactions, issuance, renewal and replacement fees, which are more particularly described in the Service Rates and which may be amended from time to time at the sole discretion of the Bank.
- (h) "Merchant" means any corporate entity, person or establishment supplying goods and/or services who accepts the Card number as a mode of payment or reservation by the Cardholder.
- (i) "PIN" means the personal identification number issued to the Cardholder for use in conjunction with the Card to use ATMs and other self-service facilities.
- (j) "Service Rates" means the tariff sheet (as may be amended from time to time) of the Bank which is available on its website or its branches.

#### 2. The Card

##### 2.1 Loading the Card

- (a) Funds can be loaded on the Card through any of the Bank's available top up channels.
- (b) The maximum amount that may be loaded on the Card shall not exceed the amount stipulated by the Bank from time to time.
- (c) The Cardholder warrants that the funds that will be loaded on the Card from time to time will be loaded from funds that are derived from legitimate sources and are not funds that are the product of, or in any way linked with, activities related to any money laundering or other activities contrary to the laws of the Kingdom of Bahrain or the international community or the laws of other countries as in force from time to time.

##### 2.2 Using the Card

- (a) The Card must be signed by the Cardholder immediately on the receipt and shall only be used by the Cardholder within the Card limit and within the validity period subject to these Terms and Conditions.
- (b) All Cards remain the property of the Bank and should be returned by the Cardholder to the Bank upon request. The Bank may cancel, suspend or refuse to reissue, renew or replace the Card subject to Cardholder written notification.
- (c) The Card allows the Cardholder to access funds loaded on the Card for the purpose of availing the facilities and benefits that are made available by the Bank. It is clarified that the Card is not a credit or a debit card and the Cardholder will not be entitled to receive any interest on the funds loaded on the Card nor will any cheque books be issued to the Cardholder.
- (d) The Card issued is personal to the Cardholder and the Cardholder shall be responsible for all Charges and Fees.
- (e) All balance enquiry and cash loading/withdrawal transactions are subject to a loading/withdrawal fee, which are set out in the Service Rates. Additionally, cash withdrawals at ATMs that are not operated by the Bank will attract an additional charge as stipulated by the Bank from time to time.
- (f) All purchases and withdrawals made by the Cardholder shall be converted into the Billing Currency of the Card. Commission and other charges or losses incurred by the Bank in converting

such payment to the Billing Currency, shall be levied on the Card and such conversion shall be effected at the Bank's prevailing rate of exchange at the date of entry into the Card.

- (g) Transactions undertaken by the Cardholder through the internet, if and when permitted, shall be at the Cardholder's risk and the Bank shall not be liable for any damage, liability, claims or disputes arising from use of the Card by the Cardholder on the internet.

#### 3. Card Loss and Liability

- (a) If the Card is lost, stolen, misplaced or the PIN disclosed, the Cardholder must immediately notify the call center by telephone. Until receipt of notification of the loss or theft of a Card and/or disclosure of the PIN, the Cardholder will be liable for all Card Transactions.
- (b) The Cardholder also undertakes to provide the Bank with all information as to the circumstances of the loss or misuse and take necessary steps to assist the Bank to cover the missing card.

#### 4. Refunds

The Bank will credit the Card with the amount of any refund only upon receipt of a properly issued credit voucher from the Merchant.

#### 5. Authorization of the Bank

By using the Card, the Cardholder authorizes the Bank to:

- (i) reduce the amount loaded on the Card by the amount of the Card Transaction; (ii) deduct all applicable Charges and Fees as and when such charges accrue or arise; (iii) debit the Card with any charges on account of currency conversion; (iv) debit the Card with all transactions notwithstanding that such transactions may exceed the amount loaded on the Card; (v) debit the Card with any other liabilities that may be incurred by the Cardholder through use of the Card; and (vi) set-off any liability owed by the Cardholder to the Bank against the amount loaded on the Card.

#### 6. Renewal

- (a) The Card will expire on the date shown on the face of the Card and any attempt to use the Card after its expiry date will be declined immediately. The Bank at its discretion will renew the Card automatically one month before the expiry date provided the Card has a credit balance of more than BD 1. The renewal subscription fee (if any) will be debited to the monthly statement issued by the Bank. If the Cardholder does not wish to renew the Card, the Cardholder should inform the Bank immediately and arrange to collect the cash balance available on the Card. Any credit balance remaining on the Card after its expiration cannot be claimed or refunded.

#### 7. Rights of the Bank

- (a) The Bank may amend these Terms and Conditions and/or change the design of the Card and/or vary the method of calculation of the handling charges, additional charges, finance charges or any other charges relating to the Card at any time by notifying the Cardholder in any manner the Bank deems fit. The Bank's decision regarding the same shall be final and binding.
- (b) The Bank may record any instructions given, or conversations had, with the Cardholder with the call center staff or card services department staff and such records of instructions given and conversations had shall be conclusive proof and binding on the Cardholder for all purposes and may be used as evidence in any proceedings before any court of law, or as the Bank may deem fit.
- (c) The Bank may at its sole discretion refuse to authorize any Card Transaction at any time and/or terminate use of the Card without prior notice.
- (d) The Bank reserves the right to vary associated charges or fees to the Card subject to Cardholder written notification. Such notice is to enable the customer to decide whether to accept the new terms or terminate the agreement by settling any due amounts to the Bank.

#### 8. Withdrawal of the use of the Card

- (a) The Bank may at any time and without notice and without assigning any reason cancel or suspend or

refuse to reissue, renew or replace the right to use a Card without in any way affecting the Cardholder's obligations.

- (b) The Cardholder may at any time by notice in writing to the bank terminate his/her agreement to use the Card, but such termination shall be effective only on receipt by the Bank of the relevant Cards, and in the event that any security is held by the Bank as collateral for the issuance of the Card, the Bank reserves the right to retain such security for a period of at least 180 days following the Card being cancelled and returned to the Bank, whether cancelled by the Cardholder or the Bank. The Cardholder waives the right to interpose any counter-claim or set-off of any nature or description in any litigation between the Bank and the Cardholder.
- (c) The use of the Card shall be terminated by the Bank without notice upon the death, bankruptcy or insolvency of the Cardholder or when the whereabouts of the Cardholder become unknown to the bank due to any cause not attributable to the Bank. The Cardholder waives the right to interpose any counter-claim or setoff of any nature or description in any litigation between the Bank and the Cardholder.
- (d) The Cardholder and/or his/her estate will be responsible for setting off the outstanding amounts on the Card, the costs (including legal fees) and expenses incurred by the Bank in recovering all outstanding balances on the Card.
- (e) The Bank shall not be liable to refund the annual membership fee for or any part thereof in the event of the termination of the Card.

#### 9. Exclusion of Liability

The Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

- (a) The Bank or a Merchant or other Bank or financial institution or any ATM or other party refusing to allow a Card Transaction or refusing to accept the Card or the Card numbers or the PIN or refusing to extend or provide Cash Advance up to the credit limit or at all.
- (b) Refusal of any Merchant or member institution of VISA International to honour 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 or nonperformance by a Merchant of a Card Transaction.
- (c) The malfunction of any ATM or disruption of communication systems.
- (d) The exercise by the Bank of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other person or ATM.
- (e) The exercise by the Bank of its right to terminate any Card pursuant to Clause 9(c).
- (f) Any injury to the credit character and reputation of the Cardholder in and about the repossession of the Card, any request for its return or the refusal of any person to honour or accept the card.
- (g) Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank pursuant to Clause 10.
- (h) Any dispute between the Cardholder and any Merchant or Bank or financial institution or any other person, the Cardholder's liability to the Bank shall not in any way be affected by such dispute or counterclaim or right of setoff which the Cardholder may have against such Merchant or Bank or financial institution or person.
- (i) Any events outside of Bank's control or force majeure.

#### 10. Disclosure of Information

- (a) The Cardholder irrevocably authorizes and permits the Bank to disclose and furnish such information that it deems fit in relation to the Cardholder or the Cardholder's card account and its affairs including but not limited to this Agreement to the Bank's associates, branches, assignees, agents or other parties.
- (b) The Bank shall have the right to check the credit standing of the applicant for the Card and/or check credit standing of the Cardholder at any time as and when the Bank deems fit without reference to him/her.

**SECTION 5 - Terms and Conditions (continued)**

**11. Indemnify**

The Cardholder undertakes and agrees to indemnify the Bank against any loss, damages, liability, costs and expenses whether legal or otherwise which the Bank may not incur by reason of these Terms and Conditions or by any breach thereof or the enforcement of the Bank's rights as herein provided. All costs expenses in such regard may be debited to the Card account and shall be payable by the Cardholder.

**12. Authorization and Indemnity for telephone, telex and facsimile instructions**

The Cardholder authorizes the Bank to rely upon act in accordance with any notice, instruction, demand or other communication which may from time to time be, or purport to be given by telephone, telex or facsimile transaction by the Cardholder or on his/her behalf (the 'Instructions') without any enquiry on the Bank's part including, without prejudice to the generality of the foregoing, as to the authority or identity of the person giving or purporting to give the instructions and regardless of the circumstances prevailing at the time or receipt of the Instructions. The Bank shall be entitled to treat the Instructions as fully authorized by and binding upon the Cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon the Instructions as the Bank may consider appropriate, whether the Instructions include Instructions to pay money or otherwise to debit or credit any account, or relate to the disposition of any money, securities or documents, or purports to bind the Cardholder to any agreement or other arrangement with the Bank or with any person or to commit the Cardholder to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the Instructions. The Bank under terms of this authorization and indemnity is not obliged to accept and act upon the Instructions which include change in Mandate, change in authorized signatories, power of attorney to another person/entity and closure of the account(s) and transfer of the remaining balance by any means.

In consideration of the Bank acting in accordance with the terms of this authorization and indemnity the Cardholder hereby irrevocably undertakes to keep the Bank indemnified against all losses, claims, action, proceedings, demands, damages, cost and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connections with the Instructions.

The terms of this authorization and indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from the Cardholder in accordance with the terms of the

Mandate, save that such termination will not release the Cardholder from any liability under this authorization and indemnity in respect of any performed in accordance with the terms of this authorization and indemnity prior to expiry of such time.

**13. General**

- (a) The Bank shall have the right in its absolute discretion to transfer, assign and sell in any manner, in whole or in part any Cardholder's Current Balance. The Cardholder hereby authorizes the Bank to appoint collection agents for recovery of Current Balance. The Cardholder shall pay all the costs of collection of dues, legal expenses and outstanding with interest, should it become necessary to refer the matter to a collection agency or to a legal recourse to enforce payment.
- (b) Whenever required by the Bank, the Cardholder shall furnish data concerning his/her financial position to the Bank. The Cardholder further authorizes the Bank to verify the information furnished. If the data is not furnished when called for, the Bank at its discretion, may refuse renewal of the Card or cancel the Card forthwith.
- (c) The Cardholder agrees and undertakes to provide the Bank, updated CPR, copies of Passport and any other document as required by the Bank and this information should be updated at least every 2 years.
- (d) The Cardholder hereby authorizes the Bank to, without notice, combine or consolidate the amount outstanding on the Card with any other account which Cardholder maintains with the Bank and setoff or transfer any monies standing to the credit of the Cardholder other account in or and outwards satisfactions of the Cardholder's liability to the Bank under these Terms and Conditions.
- (e) This Agreement supersedes any similar agreement with the Bank in connection with the issue or use of Card(s), such agreement being hereby cancelled.
- (f) The Bank reserves the right at all time to vary or amend the foregoing Terms and Conditions or to introduce new Terms and Conditions including but not limited to change in Charges and Fees or introduction of new charges or fees. Any such variations or amendments will become effective and binding on the Cardholder upon notification to the Cardholder by any means the Bank deems fit. If the Cardholder is unwilling to accept any such variations or amendment, the Cardholder must return the Card cut in half to the Bank for cancellation. The Cardholder will indemnify the Bank (notwithstanding any termination of the Agreement) against Card Transactions of these Card(s) prior to the return of the Card(s) to the Bank.

- (g) The Cardholder will continue to be liable for finance charge and other charges if for any reason the Bank is unable to produce or send the Cardholder a statement of account.
- (h) Any complaint should be in writing and should be addressed to the Complaints officer as per the information available in the leaflets for complaints procedure available in the Bank's branches and on its website www.alsalambahrain.com
- (i) The Card shall not be transferrable and usage of the Card shall be conclusive evidence of the acceptance of these Terms and Conditions.
- (j) The Bank may at its sole discretion monitor and/or record the Cardholders telephone calls to it, or its to the Cardholder, either themselves or by reputable organizations selected by them in order to ensure consistent servicing levels (including staff training) and operation of the Card.
- (k) The Cardholder will inform the Bank immediately on becoming aware that any information the Bank holds about him is incorrect or incomplete, and must write to the Bank without delay at ASBB Bank B.S.C, P.O. Box 18282, Manama, Kingdom of Bahrain.

**14. Address**

- (a) Address as given by the Cardholder shall be deemed to be the proper address for any communication, notice, statement or letter between the Bank and the Cardholder. Any change of address of the Cardholder should be promptly notified to the Bank in writing, failure to do so will be at the risk and responsibility of the Cardholder. Any communication shall be deemed to be delivered to the Cardholder, if sent to the address as provided by the Cardholder.
- (b) In the event that at the request of the Cardholder in writing, the Bank agrees at its sole discretion to hold any correspondence, documents or papers for periodic collection personally by the Cardholder, the Bank will do so only at the express risk and responsibility of the Cardholder as to all or any consequences that may arise there from and the Cardholder indemnifies the Bank in full for the same.

**15. Governing Law**

- (c) These Terms and Conditions are governed by and shall be construed in accordance with the laws of Bahrain and the Cardholder hereby submits irrevocably to the non-exclusive jurisdiction of the civil courts of Bahrain. Such submission shall, however, not prejudice the rights of the Bank to bring proceedings against the Cardholder in any other jurisdiction.

**SECTION 6 - Declaration**

I hereby apply for the issuance of an Al Salam Bank-Bahrain Visa prepaid card. I declare that the information in this application is true and accurate, and I shall advise you of any changes thereto. I hereby authorise Al Salam Bank - Bahrain to verify any information from whatever sources it may consider appropriate. I acknowledge that the use of the Primary Card and/or Supplementary card(s), if any, issued on my account and by signing on the back of the Card and/or the usage of the Card, will be deemed as full acceptance of the Terms and Conditions of the Al Salam Bank - Bahrain Visa prepaid card Agreement (which may be amended from time to time) which accompanies the Card(s), and which is applicable to the Primary as well as Supplementary card(s), if any. I accept that Al Salam Bank - Bahrain is entitled in its absolute discretion to accept or reject this application without assigning any reason whatsoever.

Where requested, I authorise Al Salam Bank - Bahrain to issue Supplementary Card(s) for use on my account to the person(s) named and agree that Al Salam Bank- Bahrain can provide information to him/her about the account.

The continuation of the membership of the Supplementary Cardholder(s) will be dependent on the continuation of my membership.

I also agree that the application should be treated as a request for the Card and that the documents presented to Al Salam Bank - Bahrain will remain the property of Al Salam Bank - Bahrain.

Primary Applicant's Signature:  
(Please use black pen to sign)

Date

D	D	M	M	Y	Y	Y	Y
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**For Bank Use Only**

Original documents sighted and verified.

Date

D	D	M	M	Y	Y	Y	Y
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Staff No. / DSA No. \_\_\_\_\_