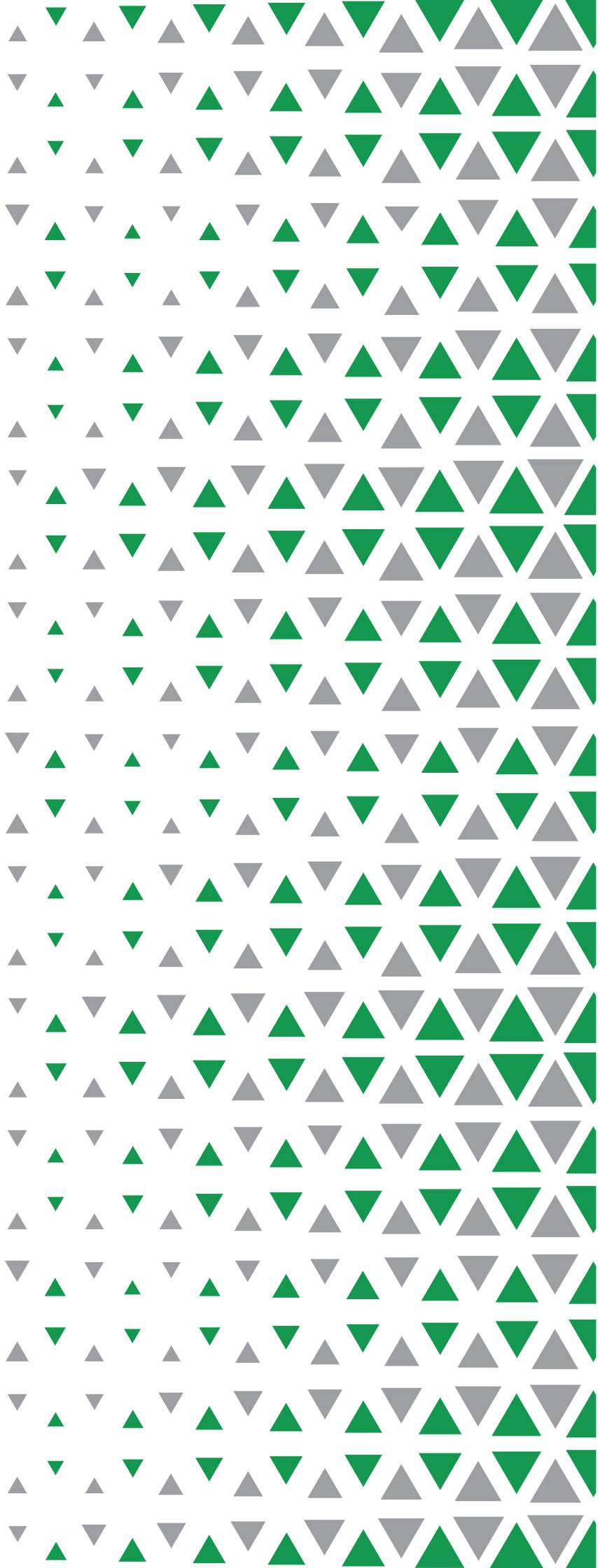




**Al-Tijari**

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**BA Card  
Agreement**



# BA Card Agreement



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Al-Tijari

1-888-225 cbk.com

This Agreement is made this ..... day of ..... by and between  
The Commercial Bank of Kuwait S.A.K (CBK) and (the customer)  
Mr./Ms ..... of ..... nationality.

## Whereas:

- a) The Customer has applied to CBK for the issue of a Master Card Credit Card/Charge Card the application of which, constitutes an integral part of this Agreement.
  - b) CBK has agreed to issue to Customer a Credit/Charge Card (Card) on the terms and provisions set forth in this Agreement which have been fully accepted by the customer.
- The agreement is valid from the date of issue of the Card, use of which indicated full acceptance of the terms and conditions set forth.

## NOW THEREFORE is has been mutually agreed as follows:

1. The Card will not be used for any illegal transactions or purposes, will not be used for the purchase of any goods or services prohibited by applicable laws – local or international, otherwise the cardholder will bear all responsibility and consequences resulting from such action.
2. The Customer hereby acknowledge receipt of the Card pertaining to him/her and the opening of Card Amount in his/her name with CBK, the conditions or which are incorporated into this Agreement as if made originally a part thereof.
3. In the event of Customer's approval to have Supplementary Card(s) issued on his/her Card Account, he/she authorizes CBK to charge all fees and expenses resulting from the use of the Supplementary Card(s) to his/her KD account on the due date or on any other accounts held by him/her with CBK.
4. All provisions in this Agreement exonerating CBK from liability or giving CBK certain rights and protections shall be to the extent applicable, apply to MasterCard Worldwide and all its directors, officers, agents and employees. All bylaws and regulations of MasterCard relating to the use of the Card shall be deemed at all times to be incorporated into this Agreement to the extent applicable thereto and to the Customer.
5. The Customer hereby further acknowledge his/her awareness, recognition, acceptance and agreement to the following provisions:
  - CBK shall not be liable for any act or omission of any establishment or company or entity honoring the Card (collectively "Merchant") howsoever caused, including without limitation any refusal to honor the Card or any statement or other communication made in connection therewith, or any defect in goods or services supplied. The Customer irrevocably waives and releases CBK from all defenses, rights and claims that he/she may have against any Merchant. The Customer shall handle any claim or dispute directly with such Merchant and will not withhold payment to CBK on account of any such claim or dispute.
  - The Card shall remain at all times the property of CBK. CBK may revoke the right to use the Card at any time with or without cause, and with or without notice, and the Customer agrees that no liability will attach to CBK as a result of such revocation or cancellation of the Card and due notification thereof to MasterCard Worldwide, all its related organizations and merchants. The signature to this Agreement constitutes irrevocable authority to CBK to exercise at its full discretion any and all rights stated in this Agreement and particularly in this clause.
  - In the event, however, that any legal liability attaches to CBK, it is hereby agreed that any damages for any such liability shall not exceed in total during any complete calendar year the amount of Customer's annual subscription fee.
  - The Cardholder shall assume full responsibility for the Card and PIN for all consequences arising from misplacing, loss or unauthorized use of the Card and PIN. The Cardholder agrees not to disclose the PIN to anyone including close family members, friends, banks employees, public officials or merchants. Cardholder agrees to memorize the PIN and not to keep any written records of same. Cardholder also agrees to destroy the PIN envelope immediately after receiving it, however; if the cardholder decides to keep a written record of the PIN, he/she agrees to:
    - Store the PIN in a safe and secured place.
    - Not record the PIN on or near the Card.
    - The PIN must disguise within the written record in a way that is known only to the cardholder.
  - In the event that the cardholder knows or suspects that the PIN has been exposed to others he/she should immediately contact the bank and ask for a new PIN.
6. Customer will not permit any other person to use the Card and will not return for a cash refund any merchandise, tickets or services obtained with the Card. Customer agrees to pay all charges made with the Card by any other person whether or not authorized by Customer, provided that if the Card is lost or stolen, Customer shall immediately notify CBK or such loss and thefts by calling the 24 hour service Call Center and will follow this in writing. If the Customer subsequently retrieves the Card
7. The Customer hereby undertakes to secure this Card against mutilation of the Chip or unauthorized amendment of information printed or encoded on it and agrees to use it in accordance with the prevailing practice thereof to avoid any damage to the Dispensing Machine and that the Bank is deemed to be the only party that may determine the cost(s) of any damage(s) thereto.
8. The cardholder is liable for any transactions made on the card, any interest, fees and losses, if an when, the cardholder:
  - Signs a transaction receipt, a cash advance draft presents the card at a merchant terminal
  - Uses the PIN to make a transaction
  - Uses the card number to make a transaction without presenting the card – including mail or telephone orders and online purchases
  - Indicates acceptance of the transaction through any other means - electronic or otherwise
  - The Customer agrees and undertakes that the total of transactions effected during any calendar month period he/she uses the Card and that the total unpaid amounts due from him/her to CBK as a result of the use of the Card shall not exceed at any time the amount advised to him/her by CBK and revised from time to time at CBK's sole discretion under verbal notification to the Customer. In the event the cardholder needs to exceed the credit limit, such excess will only be authorized by the CBK and that the cardholder agrees to pay the fee as advised by the bank.
9. The customer undertakes to repay the monthly payment related to the unpaid amounts due from him/her as a result of the use of the credit card. Such payment shall be made by the customers as per the percentage of deductible amount agreed in the credit card agreement with due observation to the prescribed minimum monthly payment which is KD 100 for Platinum and World cards.
10. The Customer undertakes not to stop, or to take any action that may involve a stoppage of payment in respect of any purchase of goods or services originated by use of the Card.
11. The Customer undertakes not to authorize, cause or allow the use of the Card by anyone other than himself/herself and to act in respect



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- of the Card in full accordance with its requirements, particularly regarding the method of using same, signing any Merchant's slip or voucher, identifying himself/herself when so required, and observing the limits of use of the Card. The Customer should also notify the Bank of the cases in which the merchants would double swipe the Customer's card on the merchant's systems used in their stores.
12. The Card will be automatically renewed on the expiry date and either mailed to the address mentioned in item (26) of this Agreement or retained at the Branch of Account for collection if CBK does not receive instructive of cancellation 60 days prior to the expiry date of the Card.
  13. If Customer and/or CBK cancels this subscription, subject to this Agreement, the Customer will remain liable to CBK, particularly in respect of all transaction effected using the Card/s up to that date the Card is physically returned to CBK and effectively cancelled in all the relevant offices and systems.
  14. The Customer shall sign all charges (slips) to Merchants with the signature appearing on the Card. Failure to do so will not avoid Customer's liability for such charges.
  15. The bank has the right to cancel the credit card at any time without referring back to the customer and the customer shall be liable, upon an advice from the Bank, to settle all outstanding dues.
  16. The signatures of this Agreement constitutes irrevocable authority and instructions to CBK to debit the Customer with all amounts of charges arising from use of the Card with any and all Merchants together with all other fees, interest and dues to which CBK is entitled. Pursuant to this Agreement. The Customer hereby authorized CBK irrevocably to charge his/her account in KD, at the effective date of charge.
  17. The Customer shall pay to CBK Card issuing, Renewal fees and any other fees as per the Bank's Tariff and fees list including any changes that may take place in the future which is approved by Central Bank of Kuwait.
  18. The process and terms applicable in the event Customer fails to make payment:
    - a) In the event the Customer fails to make the payments due to the Bank as a result of such Customer's use of the card then, within 60 (sixty) days of such amounts becoming due, the Bank shall freeze the card such that the Customer shall be unable to use the card until all due amounts are fully repaid.
    - b) In the event that the Customer fails to pay any due amounts, resulting from use of the card, for a period greater than 90 (ninety) days from the date such amounts first became due, then the Bank shall freeze the card such that the Customer shall be unable to use the card until 6 (six) months after the date that all due amounts are fully repaid.
    - c) If the either the events of (a) or (b) above occur and following this the Customer again fails to repay amounts due, then the Bank shall prohibit renewal of the card until at least 1 (one) year after the Bank receives all amounts due from the Customer resulting from use of the card. In the event that the Customer fails to pay for the third recurring time, then the Bank shall cancel the card and shall not renew it again.
  19. The amount due to CBK pursuant to this agreement shall, unless previously agreed in writing be due and payable on demand. CBK is by this agreement irrevocably authorized and entitled but not obliged to transfer sufficient funds from time to time from any account of the Customer to the MasterCard account and to recover any unpaid amount due to CBK from the Customer under this Agreement and to make any setoffs, without any prior approval from the Customer. The Customer further undertakes to replenish his/her Card account from time to time in order to maintain the outstanding balance within the Credit limit sanctioned under this agreement.
  20. In the event that I am not yet a member of the British Airways ('BA') Executive Club, I hereby apply, simultaneously with this card application, for acceptance as a member of the club. To this end, my contact information (last name, first name, address, e-mail address, phone number) will be transmitted to BA and/or AGL.
  21. I take note, and accept, that the decision on my acceptance as a member of the BA Executive Club will be made exclusively by BA, and that services provided within the framework of the Avios program - i.e., the awarding and redemption of Avios - are subject to the Terms and Conditions (incorporating the Conditions of use) of BA Executive Club ("BA Terms and Conditions"), which may be consulted on, or downloaded from, the BA website at any tihttp://www.britishairways.com/en-gb/executive-club/terms-and-conditions. The use and/or signing of the Card shall constitute further confirmation that I have consulted and understood, and accepted in their entirety the terms and conditions of membership of the BA Executive Club.
  22. Avios may be obtained for completion of the following CBK Card ("Card") transactions
    - A- Settling purchases at Point of Sale
    - B- E-commerce transactionsTransaction which will not qualify for Avios include card fees, interest payments, bank charges and ATM cash withdrawals
  23. The conversion rates for Avios are the following:
    - Word Card Cardholder(s): 1 KWD = 3 Avios for purchases made domestically within Kuwait, 1 KWD = 5 Avios for purchases made outside of Kuwait, and 1KWD = 6 Avios for purchases made online on ba.com. in KWD
    - Platinum Card Cardholder(s): 1 KWD = 2 Avios for purchases made domestically within Kuwait, 1 KWD = 3 Avios for purchases made outside of Kuwait and 1KWD = 4 Avios for purchases made online on ba.com in KWD
    - KWD fractions are not considered when Avios awards are calculated.
- The Bank calculates Avios on the basis of the applicable BA Terms and Conditions and forwards it to AGL.
24. The statement of account – hard copy or electronic – will be considered valid unless CBK is notified and received in writing a statement to the contrary within 25 days from the date of the statement.
  25. CBK may at its sole discretion and without prior recourse to the Customer, amend all or part of the agreement conditions from time to time with notification to the Customer.
  26. For the purpose of this Agreement the customers has selected his legal domicile as per the detailed address: .....  
For any official notification and legal correspondents to be dispatched with regard to the card and the agreement as well as any of the customer's banking transaction with the Bank.
  27. I, the undersigned, acknowledge that I have thoroughly read this form, understood its content and accepted the terms, conditions and obligations as contained in this form of which I was given a duly signed copy.
  28. This agreement is governed by the laws of Kuwait and the Courts of Kuwait shall have sole jurisdiction in any disputes arising there from.

Customer's Name: .....

Customer's Signature: .....

Date: .....