

Terms & Conditions of Usage Personal Barclays Credit Cards

"VISA CLASSIC, GOLD & PREMIERSHIP"

This application is considered to be the entire Agreement between Barclays and the cardholder, which determines terms, conditions of card usage and issuance:

1. DEFINITIONS:

The following definitions should apply in this Agreement which defines terminologies meaning unless otherwise oppositely determined:

• "Agreement"

Means this Agreement or its amendments from time to time in accordance with condition 14 set herein.

• "Bank"

Means Barclays Bank Egypt, its successors and assignees.

• "Card"

Means the Barclaycard issued for any of the principle or supplementary Cardholder by virtue of principle cardholder request.

• "PIN"

Means card Personal Identification Number received by the cardholder to allow cash withdrawals from ATMs, The Cardholder is responsible to keep secrecy and confidentiality of this PIN, and do not disclose it for any other person, the PIN is considered to be cardholder responsibility from the date of its delivery for the cardholder, without any responsibility on Barclays in this concern.

• "Telephone Personal Identification (TPIN)"

Means the number used to verify electronically the identity of the cardholder via telephone, The Cardholder is responsible to keep secrecy and confidentiality of this TPIN, and do not disclose it for any other person, the PIN is considered to be cardholder responsibility from the date of its delivery for the cardholder, without any responsibility on Barclays in this concern.

• "ATM"

Means Automated Teller Machines.

• "Principal Cardholder"

Means the person to whom the bank has issued the principal card and opened in his/her name the card account; such person shall be legally liable for all amounts due/accrued as a result of using the principal or supplementary card.

• "Card Account"

Means an account maintained with the Bank in relation to the card transactions.

• "Card Transaction"

Means any payment made or cash advance obtained as a result of using the card, and/or the card number or at any manner authorized by a cardholder or a principal cardholder to debit the card account.

• "Credit Limit"

Means the maximum debit balance from time to time permitted on the card account as agreed by the Bank by its absolute discretion and notified to the principal cardholder.

• "Authorized User (Supplementary Cardholder)"

Means a person nominated by virtue of condition No. 13 to whom the bank shall issue a supplementary card upon request of the principal cardholder.

• "Card Holder"

Means any of the principal card holder and/or the supplementary cardholder.

• "Charges & Fees"

Means any charges or fees specified by virtue of articles 5, 6 and charges annex attached with this Agreement.

• "Statement Date"

Means date of the statement referred to in condition 4 or as determined by the Bank pursuant of condition 15.

• "Pounds"

Means the Egyptian currency.

- **“Egypt”**

Means Arab Republic of Egypt.

2. USE OF THE CARD

A. the Cardholder shall sign his/her verified signature held with the bank at the back of the card immediately upon receipt and the card may only be used:

- By the Cardholder personally.
- Subject to the terms and conditions set herein this Agreement and its amendments from time to time at the time of card usage.
- To obtain facilities and benefits available from time to time by the Bank in respect of Card usage.
- During validity period stated in the card.
- Within the authorized Credit Limit, and whether this has been exceeded by the sole discretion of the Bank, the Bank has the sole right and takes into consideration any unsettled amounts or transactions, and any authorizations given in respect of prospective card transaction.
- The Bank has the right of on its absolute discretion and without prior notification, at any time to stop the right of card usage or to refuse any request for authorization of, any particular card, advances, directly from the Bank or any cash in advance through ATM, within 40% of the credit limit or such as determined by the Bank and notified to the principal cardholder from time to time which shall form part of the credit limit.

B. All card transactions taking place in currencies other than Egyptian pounds and whether inside or outside Egypt should be converted from that currency in which the card transaction took place to Egyptian Pounds at Bank's prevailing rate as (at) of the date of such Conversion and shall be debited to card account in Egyptian Pounds.

3. THE CARD ACCOUNT

The Bank may deduct the card account with the amount of all card transactions, any other liabilities of the cardholder and any loss incurred by the Bank arising from the usage of the card. The principal cardholder will pay to the Bank all amounts debited to whether or not a sale or cash advance voucher is signed by a cardholder.

4. MONTHLY STATEMENTS, INTEREST, LATE PAYMENT CHARGE, CREDIT LIMIT EXCESS CHARGE

- The Bank will circularly send a statement showing all credits and debits in respect of the card account to the principal cardholder who should repay the bank at the due dates not less than 5% or 50LE (whichever is higher) of the amount shown in that statement, or any amounts determined from time to time by the Bank. No cardholder shall refer back or make any objections for the Bank concerning any statements if 15 days or more have been elapsed from sending date of the monthly statements.
- If the principal cardholder repays the whole outstanding balance determined on the statement before close of business on its due dates, no interest shall be charged on the balance (excluding the cash balance), there are no interest free days on cash transactions. If the principal cardholder duly pays the due amount on payments less than the total balance determined in the statement, then the principal cardholder should pay the interest rates, charges and fees which determined in the Bank schedule of charges and any of its amendments from time to time as soon as it announced at the bank or sent for the cardholder, and interest will be calculated as from the date of the transaction on the daily outstanding balance.
- If the principal cardholder makes payments other than that the whole outstanding balance determined in the statement, such payment shall be applied by deduction as per the following payment hierarchy: debit interest, debit fees, sales draft, cash advance and all other debits in order of maturity of the transactions for the extent available with the payments being applied first against the earliest dated outstanding transaction appearing on the card account.
- Interest Calculation:
 - If the existing total statement balance is fully settled with the bank prior to or on the payment due date, no interest will be charged on that balance excluding cash balance.
 - Interest will be calculated on cash withdrawals from the withdrawal date and until the full payment thereof on the daily outstanding balance.
 - If the total amount due in the monthly statement is paid in full before the payment date, no interest will be charged on that balance excluding cash balance. If the borrower chooses not to pay the amount due in full, interest will be charged on the total outstanding balance deducting interest on payment dates.
- Any amount not received in cleared money at the close of business on the due date will be deemed not to have been paid and will not be credited to the card account until the date of the next following statement, notwithstanding that payment may have been affected in cleared money subsequent for such period but prior to the next statement date.
- The amount of any excess over credit limit, any arrears and any card transaction made in breach of this Agreement will be immediately payable in full whether or not demanded by the Bank.
- A credit limit excess charge on a daily basis at a rate to be determined by the Bank may be debited to the card account or any portion of its balance in excess of the credit limit in addition to any interest or charges changeable under this agreement.
- If any amount remains outstanding, cardholder authorizes the Bank to offset such amount from

any amounts that cardholder may have in credit in any of accounts held in the Bank.

- Subject for any limitation imposed by statute, all amounts charged to the card account by virtue of this agreement must be immediately settled for the bank in full if any of the following cases happen: an act of bankruptcy issued against the cardholder, loss of capacity, death of the principal cardholder or at the Bank's sole discretion upon demand, or if there is any breach of this agreement by a cardholder.
- If the principal cardholder did not make the payment by the due date, a late payment charge should be calculated as per bank schedule of charges. At the same time, interest on the purchase balance and cash balance shall apply as per the rates mentioned in schedule of charges.

5. CHARGES

- The charges payable in respect to usage of the card shall be determined by the Bank and notified for the principal cardholder from time to time. Initially, they will be the figures appearing in this clause.
- Joining fees, annual subscription, plus additional cardholder charges in respect of each additional authorized user shall be paid upon application for establishment by the principal cardholder of a card account
- In addition, after such initial year's subscription period, the following amounts will be debited to the card account in respect of the services provided for each year or part of a year charged in advance:
 - An annual subscription fee after the initial subscription period lapses for each year or part of a year charged in advance in respect of each card issued for use by an authorized user as shown in the bank schedule of charges shall be paid.

6. LOSS OF CARDS AND LATE PAYMENT

- The principal cardholder shall be liable for any loss or cost which the Bank determines it has suffered as a result of any breach of this agreement by a cardholder.
- If the Bank accepts late or partial payment, this does not affect any of the Bank's rights under the conditions of use or at law even if the payment is described as being full or in partial settlement of any sum due.

7. WITHDRAWAL OF USE OF THE CARD

- The Bank may at any time and without notice cancel or suspend the right to use any card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any card, without in any case affecting the cardholder's obligations under this agreement for transactions made before or after such cancellation or suspension which shall continue in force for transaction made before or after such cancellation or suspension.
- The card remains the property of the Bank at all times. On request, all or any card issued for use on the card account must be returned immediately to the Bank or any other person acting for the Bank.

8. TERMINATION

The principal cardholder may terminate this agreement by sending a written notice for the Bank confirmed with delivery receipt. Such termination shall be effective upon returning all issued cards to be used on the card account (Principle card and any supplementary card) to the Bank, and the full payment of all liabilities of the principal cardholder by virtue of this agreement and ensuring that there are no further amounts due on basic or supplementary card/s. Until final termination, the Bank may renew any cards from time to time to be used in accordance with this agreement and the cardholder should be liable to pay renewal fees.

9. SAFEGUARDING THE CARD AND THE PIN

The cardholder will exercise all care necessary to ensure the safety of the card and the secrecy of the PIN at all times. The cardholder will not disclose the card number to any third party except in connection with cheque guarantee or encashment usage, for the purpose of a card transaction or when reporting the actual loss or theft of the card. A principal cardholder may not reveal the PIN to anybody, even to an authorized user. A cardholder shall not allow any other person to use the card with or without knowledge of the PIN.

A cardholder shall never write the PIN on the card or anything usually kept with it. If the cardholder shall keep a written record of the PIN, he must exercise prudence in disguising it.

If the card is howsoever lost, stolen or for any other reason liable to misuse or the PIN has been disclosed to anyone other than an authorized user (referred to in this clause as "lost") inside or outside Egypt, the cardholder must immediately notify the Bank through the telephone number specified in the Bank's brochure(s) or customer service number "16222". Such oral notification of loss is to be confirmed in writing to the bank via letter confirmed by delivery receipt or applying this notification in writing to any of the bank branches. If a card is lost and only an oral notification is given to the Bank, the Bank shall only block any transaction on the card until confirmation in writing is received within seven business days from such oral notification.

Until the Bank receives an effective written notification, the principal cardholder will be liable in respect of any use of the card.

After the Bank has been effectively notified, the principal cardholder's liability for any subsequent

use of the card other than a cardholder will cease provided that the card has not been used by a person who acquired possession of it with the cardholder's consent, expressed or implied. The cardholder will give the Bank the information in their possession as to the circumstances of the loss, theft or misuse of the card deemed necessary by the Bank to assist the recovery of a missing card. In the event of any such loss, theft, misuse or disclosure being suspected, the Bank may provide the police any information it consider relevant. If a card is reported as lost, stolen or liable to misuse, that card must not subsequently be used but must be cut in half and returned immediately to the Card Centre Manager.

10. REFUND AND CARDHOLDER CLAIMS

The card account will only be credited with a refund in respect of a card transaction if only the Bank receives a refund voucher or other refund verification acceptable to it. No claim should be raised by the principal cardholder or any supplementary cardholder against a third party which may be the subject of a defense or counterclaim against the Bank. No rights for the principal cardholder or any supplementary cardholder against the Bank may be assigned or otherwise disposed of.

The principal cardholder and supplementary cardholder shall not be entitled for interest on any credit balances there may be in the card account.

No cardholder shall return for cash refund any goods and tickets for service obtained by virtue of usage of the card. Any such refunds must be credited only through the card account.

11. EXCLUSION OF LIABILITY

The Bank shall not be responsible by any way, if the card is not honored for usage by a third party.

12. DIRECT DEBIT

The Cardholder hereby authorizes the Bank to directly debit his account held with Barclays Bank Egypt with the minimum payment amount or 5% of the outstanding balance or any requested amount 5 days prior of the statement due date and the cardholder approves and accepts to ask the bank for settlement of such amount over the phone.

13. AUTHORIZED USERS

The Bank may issue a card to be used by any natural person nominated by the principal cardholder as an Authorized User on the Card Account. Each of them shall be liable jointly and severally for all amounts arising of, or losses incurred for the card account or for Bank in connection of using the card by an authorized user (including any usage in breach of this agreement which the Bank shall be under no responsibility to prevent it). In addition the Bank may cancel any authorized users at any time upon its sole discretion or upon the a written request of the principal cardholder, accordingly the principle cardholder must return such cards to the Bank.

14. VARIATION OF THIS AGREEMENT

The Bank has the right at its sole discretion to vary or change terms and conditions of this agreement at any time and inform the cardholder with any changes or variations either in writing or by announcing it at the bank or by any way of announcement, any variations or changes announced in this concern should be effective toward the principle cardholder or supplementary cardholder. The cardholder should be liable to accept and approve it.

15. GENERAL

- The Bank, also its agents and subcontractors shall not be responsible, if it is unable or not possible to perform obligations set herein this agreement due (directly or indirectly) to failure of any machine, data processing system of transmission link or any reason outside bank's control.

If the Bank is unable to issue or send monthly statement in respect of the card account, the principal cardholder's liability for the late payment charge shall continue for the purpose of calculating such charges, and its due date. The Bank may select a date in each calendar month and consider it as the statement date.

- The Bank shall not be responsible, accountable and should not be claimed by any way whatsoever for any loss or damage due to the usage of any ATM, subject to the joint and several responsibility of the cardholders set by condition 13, the principal cardholder agrees to indemnify the Bank against losses, costs, charges and expenses which the Bank may suffer or incurred directly or indirectly due to usage of any ATM or any breach of this agreement by any of cardholders.

- The principal or supplementary cardholder shall immediately notify the Card Centre, in writing of any changes in name or current address, otherwise all correspondences is considered to be effective as long as it sent to the last address announced in writing by the cardholder and from its sending date.

- Any other facilities or benefits made available for the cardholders and not forming a part of this agreement may be canceled at any time without any reason or prior notice for the cardholder.

The Bank is not committed for such facilities and benefits to be continued for an infinite period, cardholder signature on this agreement is considered to be a final and prior approval from him to the bank to change or cancel any of these facilities from time to time.

- The cardholder warrants the accuracy of all the information given or written by him set herein this application for opening the card account and any subsequent communications with the

Bank in the future.

- The cardholder shall not make any payments for any person or entity except the Bank in respect of services obtained by a virtue of using the Card.

- All charged interests set by virtue of this agreement shall be charged before and/or after evaluation.

- Internet transactions are not always secure. Please ensure that any internet transaction is made through a secure site. The Bank shall not be liable for any case of any damage which may be accrued by the cardholder as a result of transaction made through unsecured internet site.

Also the Bank will not be responsible for any misuse of the card as a result of cardholder's disclose for the card number through the internet or for others. The Bank will not be liable or responsible for misusing or disclosure of the PIN or TPIN for any other person or through the internet after its delivery for the cardholder.

- By virtue of this agreement, the Cardholder hereby irrevocably approves and accepts any of the bank products requested by him/her over the phone even it is not confirmed in writing by the cardholder.

16. DISCLOSURE

The Bank will not disclose information about the account for any third party unless:

The Bank is legally compelled or it is in the public interest;

The cardholder requests the bank or gives the Bank permission,

In case of the Bank's interest, or through the Bank systems which allow exchanging data with the Bank related parties or the mother company or Barclays Group or sub-contractors or to provide the cardholder with any banking services.

17. Waivers and Assignment:

The Bank may waive, assign and/or transfer a part or all of its rights, benefits and obligations set herein this agreement for others at any time. The cardholder agrees to set-off any rights of clearance in respect of sums due for the bank from the cardholder to the card account or by virtue of this agreement.

18. The cardholder hereby irrevocably agrees and undertakes that Barclays has the sole right to make any investigation and/or exploration about the cardholder, his/her transaction/s and the related parties of such transactions, and permits for Barclays to exchange cardholder's data or information to CBE (Central Bank Of Egypt) also Barclays mother company or any other related companies or within Barclays Group and Generally any other party or entity required by the bank or in case of taking any legal action against the cardholder.

19. Applicable Law and Jurisdiction:

This agreement is governed by laws of A.R.E and any dispute may arise in connection of, interpretation, performance or the execution of this agreement shall be settled through Cairo's Southern Court of Egypt, and the Arabic text of this agreement shall prevail.