

Terms and Conditions

1. DEFINITIONS:

“Bank” means National Bank of Bahrain BSC.

“Card” means the Credit Card (s) (Visa) issued by the Bank to a Cardholder.

“Agreement” means the agreement between the Bank and the Cardholder, the terms of which are these Terms and Conditions as varied from time to time.

“PIN” means the related personal identification number issued to the Cardholder.

“Cardholder” means any person for whose use the Card and the PIN is issued by the Bank.

“Card Transaction” means the purchase of goods or services or obtaining of Cash Advance by the use of the Card, the Card number, or the PIN or in any manner authorized by the Cardholder, regardless of whether a sales or Cash Advance voucher or form is signed by the Cardholder.

“Card Account” means account(s) maintained by the Bank in relation to Card Transactions.

“Principal Cardholder” means a person in whose name a Card Account is maintained.

“Cash Advance” means any amount of money in Bahraini Dinars or any other currency withdrawn by the Cardholder by use of the Card.

“Cash Advance Limit” means the maximum amount permitted for withdrawal as Cash Advance.

“Credit Limit” means the maximum debit balance permitted under Card Account as determined and notified to the Principal Cardholder by the Bank from time to time.

“Additional Cardholder” means a Cardholder nominated under Clause 7 herein and whose Card Transactions are chargeable to the Card Account of the Principal Cardholder.

“Payment Due Date” means the date by which the Cardholder is obliged to repay his dues incurred by the usage of the Card.

“Retail Transactions” means the purchase of goods or services by use of the Card, the Card number or the PIN or in any manner authorized by the Cardholder.

“Priority Pass” means the personalized plastic membership card issued to each Priority Pass member, for the Priority Pass Program, which enables members and their guests to enter selected VIP airport lounges at a standard charge per visit regardless of their class of travel or airline company used.

2. CONDITIONS OF USE:

(a) Subject to the Terms and Conditions of this Agreement (and the Bank’s MasterCard / Visa Terms and Conditions, from time to time in force) and provided that the Cash Advance Limit and/or the Credit Limit is not exceeded, the Cardholder and/ or the Additional Cardholder (as the case may be) are permitted to use the Card for the purposes of Cash Advances or Retail Transactions.

(b) The Card is and will be, at all times, the property of the Bank and shall be surrendered to the Bank immediately upon request by the Bank or its duly authorized agent. The Bank reserves the right to withdraw the Card at its absolute discretion and / or

terminate the Card with or without prior notice and in whatever circumstances it deems fit.

(c) The Cardholder must not use the Card for any unlawful purposes, including but not limited to the purchases of goods or services prohibited by the Laws of the Kingdom of Bahrain.

(d) The Cardholder shall not disclose the PIN to any person and shall be fully liable for all Card Transactions made with the PIN whether with or without the knowledge of the Cardholder.

(e) A Card transaction in a currency other than Bahraini Dinars (BD) will be converted to Bahraini Dinars and debited from the Card Account. The Bank shall determine the applicable exchange rate at its absolute discretion on the date when the transaction is debited to the account and may also apply a surcharge on the transaction amount.

(f) The Bank will determine and notify the Cardholder of his/her Credit Limit and/or Cash Advance Limit from time to time.

(g) The Cardholder will be deemed to have accepted as accurate the monthly statement of the Card Account prepared by the Bank unless written notice of any disputed item on such statement is given to the Bank within 30 days of the date of the statement, and further agrees to waive his/her right to raise any dispute after such period. Upon receipt, within the aforementioned deadline, of any notice of an alleged disputed entry on the statement of the Card Account, the Bank will review the relevant charge slips. If the disputed item is found to be the Cardholder's liability, charges for retrieval of the charge slips and an administrative fee for the investigation, will be charged to the Cardholder at the Bank's prevailing rates.

3. THE CARD ACCOUNT:

The Bank will maintain a Card Account for each Principal Cardholder of MasterCard / VISA issued by the Bank and will charge to such account the amounts of all goods and services ("purchases") and of Cash Advances obtained by use of the Card and any expenses incurred by the Bank arising from the use of Card. Where a retailer in the course of a Card Transaction, conducted by the Cardholder seeks an authorization from the Bank or any party appointed by the Bank, the amount of the credit available on the Card Account will be reduced by the amounts of such transaction. The amount of any Card Transaction in a currency other than Bahraini Dinars ("BD") will be converted to BD at the rates of exchange determined by the Bank prevailing on the date such amounts are charged to the Card Account. The Bank may also apply a surcharge on non BD transactions, at applicable rates. The Principal Cardholder will also pay immediately any outstanding in excess of the Credit Limit, any arrears of previous payments and the amount of any Card Transaction made in breach of any of these Terms and Conditions.

Subject to any restriction imposed by statute, all amounts due under these Terms and Conditions will be immediately payable in full in case of bankruptcy, death or loss of capacity of the Principal Cardholder or as the Bank may decide, any breach of these Terms and Conditions by the Principal Cardholder. On the death, bankruptcy or loss of capacity of the Principal Cardholder the obligations of the Principal Cardholder will remain in full force and effect until such time as they are duly satisfied.

The Cardholder agrees and admits that the Bank's books/records or statement of the Card Account shall be final and conclusive evidence of all amounts due to the Bank from the Cardholder in relation to the Card Transactions.

4. PAYMENTS & CHARGES:

(a) Interest will be charged on a daily basis on the outstanding debit balance of the Card Account at the prevailing rate.

(b) Unless otherwise agreed or confirmed by the Bank in writing, the Cardholder may pay to the Bank within 21 days from the date of the monthly statement sent to the Cardholder (or, if the Bank considers that it is for any reason impossible or impracticable to provide or send a statement, from the date determined by the Bank) at least 5% of the outstanding debit balance as detailed in such monthly statement or BD 10 (or the full amount if less than BD 10), whichever is greater.

(c) Any payments to the Bank will take effect only when received at address notified by the Bank and credited to the Card Account and will be applied by the Bank first, in payment of the delayed payments fees; secondly in payment of all interest shown on the latest and any previous statement; thirdly in payment of all cash advances shown on the latest and any previous statements; fourthly in payment of all purchases shown on any previous statements; fifthly in payment of all purchases shown on the latest statement; sixthly in payment of any Cash Advances/purchases made and debited to the Card Account, but not yet shown on any statement.

(d) If payment is not made on the due date a late payment fee at the prevailing rate will be debited from the Card Account.

(e) The Cardholder will pay a handling charge at the prevailing rate on the amount of any Cash Advance.

(f) Card Transactions and other debit items (including any fees and charges) will bear interest calculated on a daily basis:

(i) In the case of each Cash Advance, from the date of the advance, until repayment in full;

(ii) In the case of each Retail Transaction, from the date of the transaction; and

(iii) In the case of any other debit item, from the date it is debited to the Card Account, and in each such case until payment of the outstanding balance on the Card Account has been made in full.

(g) Interest on Retail Transactions will be applicable if the Cardholder pays to the Bank an amount less than the total outstanding balance in the Card Account by the Payment Due Date or no payment is made or payment is made but after the Payment Due Date. In such cases, interest will be applied as in Clause 4-f (ii) above on the total outstanding balance as well as on new Card Transactions.

(h) The Bank shall be entitled at its sole discretion to vary the rate, method of calculation of the minimum amount due and interest and all applicable charges and fees, including but not limited to annual fees, handling charges, additional charges, interest charges, Cash Advance fees, late payment and over limit charges.

(i) All fees and charges are subject to changes and will apply on the effective date specified by the Bank.

The Bank may at its sole discretion add any new charges by giving prior notice to the Cardholder and such charges shall apply on the effective date specified by the Bank.

(j) Non receipt of monthly statement shall not be construed by the Cardholder to be sufficient reason for non-payment of dues in time.

5. TERMINATION OF ACCOUNT:

The Principal Cardholder may terminate this Agreement by written notice to the Bank but such termination shall only be effective on return to the Bank of all Cards issued for use on the Card Account and the payment of all the liabilities of the Principal Cardholder and Additional Cardholder/s, under this Agreement. Until such termination, the Bank may re-issue Cards from time to time for use in accordance with this Agreement.

6. LOST, STOLEN OR MISUSED CARDS OR PIN:

(a) If the Card is lost or stolen or considered for any reason to be liable to misuse or the Cardholder suspects that the PIN has become known by an unknown person, the Cardholder must immediately notify the Bank on Telephone No: 17214433; such notification must be confirmed in writing within 7 days to any branch of the Bank or the Card Center located at the Bank at P.O.Box 106, Manama, Kingdom of Bahrain.

(b) The Cardholder will be liable for all losses which result from unauthorized use of the Card before oral or written notification is received (provided that any oral notification is confirmed within 7 days). If the Card is misused with the Cardholder's or any Additional Cardholder's consent, or if the loss arises as a result of the Cardholder's negligence, the Cardholder will remain liable for all losses.

(c) The Bank may, at its discretion, without reference to the Cardholder or any Additional Cardholder, give the police information about the Card if it has been reported lost or stolen and about any transactions involving its use. Both the Cardholder and Additional Cardholder must assist the Bank and/or the police to recover the Card.

(d) Lost Cards subsequently found or recovered must not be used but must be cut in half and returned to the Bank immediately.

(e) Any Additional Card or other Card issued on the Card Account must not be used and must also be cut in half and returned to the Bank immediately.

7. ADDITIONAL CARD:

The Bank may, at its sole discretion, on the Cardholder's written request issue an Additional Card to any other person or persons. The Cardholder shall be liable for all transactions done on the Additional Card and all amounts owing in connection with the use of any Card including all amounts charged by an Additional Cardholder on Card Transactions (including any related handling or other charges and any amounts due a result of a breach of this Agreement) and all such amounts shall be debited to the Account and shall be subject to the charging of interest as provided by Clause 4.

The Terms & Conditions applicable herein to the Principal Cardholder shall apply (with the necessary changes) to the Additional Cardholder.

8. CHANGE OF ADDRESS:

The Cardholder and/or the Additional Cardholder (as the case may be) will immediately inform the Bank of any change of address to which all correspondence and monthly statements should be sent.

9. SET OFF:

The Bank reserves the right to attach and/or debit any account or assets held by the Cardholder or Additional Cardholder (as the case may be) with the Bank in order to discharge any outstanding Card Account balance under this Agreement.

10. VARIATION:

The Bank reserves the right to amend the Terms and Conditions of this Agreement at any time. The Cardholder shall be entitled to object to such amendment provided that such amendment will be considered to be ratified if no objections are received from the Cardholder within thirty (30) days of the Bank notifying the Cardholder of such an amendment.

11. GENERAL PROVISIONS:

The Bank shall have the right to check the credit standing of the application for the Card and/or check credit standing of the Cardholder at any time as and when the Bank deems fit without reference to the applicant or the Cardholder.

The Cardholder irrevocably authorizes and permits the Bank to disclose such information that the Bank deems fit concerning the Cardholder and his Card Accounts / Card Transactions to the Bank's associates, branches, assignees, agents, credit reference agencies or any other parties.

The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Cardholder under this Agreement.

The Bank will not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link or industrial dispute or anything beyond the Bank's control. If the Bank is unable to produce or send a statement, the Principal Cardholder's liability shall continue and for the purpose of calculating interest and establishing the date on which payment is due, the Bank may select a date each month as the statement date.

If the Bank, on behalf of the Principal Cardholder, enters into any agreement with insurance companies and other institutions for the procurement of certain benefits to the Principal Cardholder, it will be the sole responsibility of such companies and institutions to execute those benefits.

Such services are offered on a best efforts basis and the Bank shall have no responsibility for direct, indirect, special, incidental or consequential damages in the event that they are not provided. The Bank may impose such charges or fees for these services as it shall determine from time to time and at its sole discretion.

The Principal Cardholder accepts full liability for all losses incurred and for all debits to his or her Card Account in accordance with these Terms and Conditions.

The Cardholder undertakes and agrees to indemnify the Bank and hold it harmless against any loss, damage, liability, costs and expenses, whether legal or otherwise, which

the Bank may incur by reason of these Terms & Conditions or any breach thereof or the enforcement of the Bank's rights as herein provided.

Any other facilities or benefits made available to Cardholders as such and not forming part of the Agreement may be withdrawn at any time without notice.

In case of litigation concerning the interpretation of these Terms and Conditions, the Arabic version will prevail.

This Agreement is governed by the Laws of the Kingdom of Bahrain.

Priority Pass

1. Priority Pass is not a product owned by the Bank, and services provided through the Priority Pass are not provided by the Bank. The Cardholder will not hold the Bank liable in the event of any lapses / faults / non-delivery / unsatisfactory delivery of all or any services and privileges that are provided through the Priority Pass.

2. The Priority Pass card is not transferable and is only valid up to its date of expiry and when it has been signed by the Cardholder. The card may not be used by any person other than the Cardholder.

3. The Priority Pass card is not a payment card nor is it proof of creditworthiness and attempts to use it as such could constitute fraud.

4. Admittance to the lounges is conditional upon presentation of a valid Priority Pass card only. Payment cards will not be accepted as substitutes for the Priority Pass card.

5. Lounge visits are subject to a per person per visit charge. The Bank will bear the cost of the Cardholder's visits up to the limit determined by the Bank from time to time. The limit will be applicable for a period of one year from the date the card is issued. Any amount in excess of the limit will be charged to the Cardholder. If the limit is not fully utilized by the Cardholder within the year, it will lapse. The unused limit will not be carried over to the next year.

6. The Bank and/or Priority Pass Group of companies cannot be held responsible for any disputes that may occur between the Cardholder and the lounge nor for any loss incurred by the Cardholder relating to any lounge visit charges debited by the Bank.

7. When presenting the Priority Pass card on entering the lounge, lounge staff will take an imprint of the card and issue a 'Record of Visit' voucher to the Cardholder or make a log entry. Some lounges have electronic card readers, which will take the Cardholder's details off the magnetic strip on the reverse side of the Priority Pass card. Where applicable, the Cardholder must sign the 'Record of Visit' voucher, which will also reflect the exact number of accompanying guests, if any, but does not show any per person per visit charge. The charge per visit for the Cardholder, where relevant, and that for any guests will be based on the 'Record of Visit' voucher/log submitted by the lounge operator.

8. While it is the responsibility of the lounge staff to ensure a voucher imprint/log is made of the Priority Pass card, the Cardholder is responsible for ensuring the 'Record of Visit' voucher/log correctly reflects their own usage and that of any guests at the time of using the lounge. Where applicable, the Cardholder is responsible for retaining the 'Cardholder's' copy of the 'Record of Visit' voucher presented to them at the lounge.

9. All participating lounges are owned and operated by third party organizations. The Cardholder and accompanying guests must abide by the rules and policies of each participating lounge/club. Access may be restricted due to space constraints but this will be wholly at the discretion of each individual lounge operator. The Bank has no control over the facilities offered, the opening/closing times or the personnel employed by the lounges. The Bank does not warrant nor guarantee in any way that said benefits and facilities will be available at the time of the Cardholder's visit. Neither is the Bank liable for any loss to the Cardholder, or any accompanying guests, arising from the provision or non-provision whether in whole or in part) of any of the advertised benefits and facilities. All accompanying children (where permitted) will be subject to the full guest fee unless otherwise stated in the lounge listing.

10. Participating lounges may reserve the right to enforce a maximum stay policy (usually 3-4 hours) to prevent overcrowding. This is at the discretion of the individual lounge operator who may impose a charge for extended stays.

11. Participating lounges have no contractual obligation to announce flights and the Bank shall not be held liable for any direct or indirect loss resulting out of any Cardholder and/or accompanying guests failing to board their flight(s).

12. The provision of free alcoholic drinks (where local law permits) is at the discretion of each lounge operator and in some cases may be limited. In such cases the Cardholder is responsible for paying any charges for additional consumption direct to the lounge staff. (See individual lounge descriptions for details.)

13. Telephone facilities (where available) vary from lounge to lounge and are provided at the lounge operator's discretion. Free usage is normally limited to local calls only. Fax, Shower, Internet and Wi-fi charges (where applicable) are at the discretion of each lounge operator and the Cardholder is responsible for paying these direct to the lounge staff.

14. Admittance to lounges is strictly subject to Cardholders and any guests being in possession of a valid flight ticket for the same day of travel. Outside the US, flight tickets must be accompanied by a valid boarding pass for a departing flight, i.e. outbound passengers only. Please note some lounges in Europe are located within designated Schengen areas of the airport which means that access is only provided to these lounges if members are traveling between Schengen countries. (Austria, Belgium, Denmark, Finland, France, Germany, Greece, The Netherlands, Iceland, Italy, Luxembourg, Norway, Portugal, Spain and Sweden).

15. Admittance to lounges is subject to members and any guests (including children) behaving and dressing (no shorts allowed outside of the USA) in an orderly and correct manner. Any infants or children causing upset to other users' comfort may be asked to vacate the lounge facilities. The Bank / Priority Pass group of companies is not liable for any loss suffered by the member and any guests where a lounge operator has refused admission because the member and/or guests have not complied with these conditions.

16. Lost, stolen or damaged Priority Pass cards are to be notified immediately to (i) the Priority Pass office from which the card was issued or (ii) to the Bank,. Card replacement charge as applicable at the time of replacement will be levied.

17. The Cardholder will be liable for all losses which result from unauthorized use of the Priority Pass card before oral or written notification is received (provided that any oral notification is confirmed within 7 days). If the Card is misused with the Cardholder's

or any Additional Cardholder's consent, or if the loss arises as a result of the Cardholder's negligence, the Cardholder will remain liable for all losses.

18. In the event of the Cardholder canceling or not renewing their (i) Priority Pass membership or (ii) NBB Platinum card, the Priority Pass card shall be invalid effective from the cancellation date of their (i) Priority Pass membership or (ii) NBB Platinum card. The Cardholder must in such circumstances return the Priority Pass card to the Bank. Any lounge visits made by a Cardholder using an invalid card, including any guests, shall be charged to the Cardholder.

19. Renewal terms and conditions are at the discretion of the Bank. The Bank has the right to refuse membership to Cardholders at its sole discretion.

20. The Bank shall not be held responsible for any disputes that may occur between the Cardholder and/or any guests and a lounge operator.

21. The Bank reserves the right at any time at its absolute discretion and without notice to revoke membership in Priority Pass. Where applicable a proportional refund of the annual fee/enrollment fee (whichever is applicable) will be made provided revocation has not been made because of fraud by the Cardholder.

22. The Cardholder agrees that s/he will defend and indemnify the Bank and Priority Pass group of companies, their directors, officers, employees and agents (collectively 'the indemnified parties') against and hold each indemnified party harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable attorney's fees) for injury to or death of any person or damage to or destruction of any property arising out of the use of any lounge by the Cardholder or any guests or any person in said lounge at the behest of the Cardholder, except that such indemnification shall not extend to acts of gross negligence or willful misconduct by the indemnified parties.