

## **UNITED ARAB BANK P.J.S.C.**

### **LOAN ON PHONE TERMS AND CONDITIONS**

The following Terms and Conditions (“**Terms & Conditions**”) shall govern the provision of any loan on phone facility (“**LOP**”) made available to any existing credit card holder (the “**Cardholder**”) of United Arab Bank (the “**Bank**” or “**UAB**”) and shall form an integral part of the credit cards terms and conditions. Defined terms used in the credit cards terms and conditions shall have the same meanings when used in these Terms & Conditions, unless the context otherwise requires. To the extent that there is any conflict between those credit cards terms and conditions and these Terms & Conditions, these Terms & Conditions shall prevail.

#### **1. ELIGIBILITY**

- 1.1 Any Cardholder can apply for a LOP by completing the LOP application process through any one of the Bank’s communication channels from time to time, which include, without limitation, the branch network, the call centre, email, internet banking and mobile banking.
- 1.2 An LOP is only made available to a Cardholder who meets the criteria for a LOP as determined by UAB from time to time.
- 1.3 The Bank reserves the right to refuse to offer the LOP to any Cardholder for any reason at its absolute discretion and without giving any reasons for such refusal.

#### **2. CARDHOLDERS’S CONSENT**

- 2.1 The Cardholder agrees that the advance of a LOP to the Cardholder establishes unequivocally the Cardholder’s consent to these Terms and Conditions.

#### **3. LOAN AMOUNT, INTEREST AND FEES**

- 3.1 The principal amount of the LOP shall be determined by UAB in its absolute discretion and the LOP shall not in any case exceed the Cardholder’s available and unutilised credit limit balance.
- 3.2 In consideration of UAB agreeing to make available to the Cardholder the LOP, the Cardholder agrees to repay the principal amount of the LOP plus interest and fees. The Bank’s tariff of current interest rates and fees is published on the Bank’s website as may be amended and updated from time to time.
- 3.3 The Cardholder shall repay the LOP to UAB in equal monthly instalments over the agreed term of months. The total LOP amount due and payable shall be calculated by adding the principal amount and the interest due during the agreed term. The amount of each monthly instalment shall be calculated by dividing the total LOP amount by the number of months in the agreed term.
- 3.4 All applicable fees shall be charged either upfront (e.g. processing fee) or at the relevant time (e.g. early closure fee or similar) in accordance with UAB’s tariff of fees structure from time to time.

#### **4. BILLING AND REPAYMENT**

- 4.1 The amount of each monthly instalment shall be billed to the Cardholder in its monthly Statement of Account. The first monthly instalment will be included in the first Statement of Account sent to the Cardholder following disbursement of the LOP. The LOP's outstanding amounts will be added to the Current Balance due on the Cardholder's card. Each monthly instalment amount will be included as part of the Minimum Payment Due.
- 4.2 The Cardholder shall be liable to pay the monthly instalment billed to the Statement of Account regardless of the Cardholder's utilisation or non-utilisation of the LOP. If the Cardholder repays the full amount of the LOP to UAB without having used the LOP, any principal repayments charged to the Cardholder's account will be credited back to the Cardholder's account. Any interest payments, early closure fees or any other fees and unbilled interest as determined by UAB will not be refunded to the Cardholder and will be considered as charges for the cancellation of the LOP.
- 4.3 If the Cardholder pays less than the Minimum Payment Due by the Payment Due Date specified in the Statement of Account, all fees as per these Terms and Conditions will be applicable.
- 4.4 The Cardholder may repay the total LOP amount to UAB in one lump sum. In this case, an early closure fee at UAB's prevailing rate from time to time shall be charged to the Cardholder.
- 4.5 If the Cardholder fails to make payment in full of two consecutive monthly instalments, the entire outstanding balance of the total LOP amount shall become immediately due and payable by the Cardholder and UAB shall have the right to demand its immediate repayment.
- 4.6 Allowing the Cardholder to re-borrow any part of the principal amount of a LOP that has been repaid is at UAB's absolute discretion.
- 4.7 UAB may at any time cancel its commitment to make available a LOP or reduce the amount of the LOP.
- 4.8 Any breach of these Terms & Conditions by the Cardholder may, at the Bank's absolute discretion, result in the immediate cancellation of the LOP.

## **5. ANTI-MONEY LAUNDERING**

All facilities and services offered by the Bank are subject to all information requested being provided by the Cardholder in accordance with all applicable anti-money laundering regulations of the Central Bank of the United Arab Emirates and the Bank. If such information criteria are not met, the Bank is under no obligation to, and has the absolute right to refuse to, offer any facilities and services to the Cardholder.

## **6. MISCELLANEOUS**

- 6.1 These Terms & Conditions shall apply in full and in addition to all other terms and conditions applicable to the Cardholder in connection with its services and facilities from the Bank. The provision of all services and facilities offered by the Bank is subject to the Cardholder's acceptance of all related terms and conditions. Non-acceptance or breach of the Terms & Conditions shall result in the immediate withdrawal of such services or facilities.
- 6.2 By completing the LOP application process whether in a paper-based or electronic form, the Cardholder confirms that all information provided by them is true, accurate and up-to-date and the Cardholder has read, understood and agrees to be bound by these Terms &

Conditions. The Bank may, at any time, request any additional information as reasonably necessary and the Cardholder shall promptly comply with any such requests.

- 6.3 The Bank expressly reserves the right to amend these Terms & Conditions from time to time, at its absolute discretion. Any such amendments shall be posted on the Bank's website. The Cardholder's continued use of the LOP shall be deemed to be acceptance of these Terms & Conditions and any amendments made, unless written notice is sent by the Cardholder indicating otherwise, upon which the LOP shall be immediately withdrawn from the Cardholder.
- 6.4 If, at any time, any provision of these Terms & Conditions is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions shall in any way be affected or impaired by the same.

**7. LANGUAGE**

The LOP application process and these Terms & Conditions are available in Arabic and English. In the event of any discrepancy between the two texts which results in a legal dispute, the Arabic language translation shall prevail.

**8. GOVERNING LAW AND JURISDICTION**

The LOP application process and these Terms & Conditions shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any dispute arising from these shall be subject to the exclusive jurisdiction of the Courts of the United Arab Emirates.