

## **TRAVELEZ RELOADABLE STANDARD AND PREMIUM CARD : AED TERMS AND CONDITIONS OF USE**

Please read these terms and conditions (the "Terms and Conditions") carefully and keep a copy for your records.

### **1. Meanings**

1.1 In these Terms and Conditions:

"We" or "us" or "our" or "the Issuer" means Majid Al Futtaim Finance LLC. "You" or "your" means the person who has purchased (the "user") an AED Standard or Premium Al Fardan Pre-paid Visa Travelez Card (each one individually, a "Travelez Card"). "Al Fardan" means Al Fardan Exchange LLC. "Transaction" means any transaction which uses or increases the stored value in your Travelez Card.

1.2 These Terms and Conditions form an agreement and will apply between you and us in relation to the Travelez Card.

### **2. Travelez Card Information**

2.1 The Travelez Card is a prepaid, reloadable stored value card and should be treated just like cash in a wallet or purse. If you lose the Travelez Card, or it is stolen, you will lose any funds held on the Travelez Card just as if you lost your wallet or purse (Subject to clause 4 below).

2.2 The Travelez Card is not a debit, credit or charge card. It cannot be used to obtain cash over any counter. There is no credit line associated with the Travelez Card.

2.3 At points of sale the Travelez Card can only be used via an electronic on-line card reader. The security code is used to obtain information on-line. You are required to keep the Travelez Card and the numbers on it safe and secure for the user's own personal use. Any misuse by a third party will be at your risk (see also clause 4 below).

2.4 The currency of the AED Travelez Card is United Arab Emirates Dirhams (AED). Transactions in currencies other than United Arab Emirates Dirhams will be converted to United Arab Emirates Dirhams according to clause 9 below.

2.5 The Travelez Card may be topped up or reloaded in accordance with the terms stated in the summary box included herein. A fee of AED 5 will be payable every time you load your Travelez Card. The Travelez Card also allows you to obtain cash via any ATM machine displaying the VISA or VISA PLUS mark around the world (subject to applicable fees and charges (including ATM cash withdrawal limits) as stated in the summary box below, although availability is dependent on the country and the ATM used. There may be a surcharge payable to the ATM operator for balance enquiries. The surcharge will not be shown as a separate transaction but may be included in the total transaction (if any) conducted using that ATM. If an ATM displays a balance for the stored value in a currency other than AED, the exchange rate applied may be different to ours and minor discrepancies can arise. An accurate stored value balance (excluding those transactions not yet processed) can be obtained through the Travelez Customer Service or through the website at [www.travelezcard.com](http://www.travelezcard.com) (the "website") using your secure cardholder login. See also additional terms and conditions on ATM daily cash withdrawal limits in the summary box below.

2.6 It is expected that the Travelez Card may be used anywhere VISA cards are usually accepted at ATM, points of sale and on-line; but we will not be liable if you cannot use the Travelez Card with any ATM or retailer (either at a point of sale or online) and we will not be liable in any way for goods and/or services purchased from any retailer using the Travelez Card (either at a point of sale or online). Additionally, we cannot guarantee that the retailers who have agreed to accept the Travelez Card will continue to accept the Travelez Card.

2.7 The Standard Travelez Card will be valid for 12 months and the Premium Travelez Card will be valid for 36 months from the day it is first loaded (the "Expiration Date"). You should use all the stored value on your Travelez Card before the Expiration Date. After the Expiration Date, the Travelez Card will not be operative and any balance left on the Travelez card will be forfeited. The "Good Thru" on the front of the Travelez Card is for the Issuer's stock control purposes only. Cardholders need to use the "Good Thru" on the front of the Travelez Card for online purchases.

2.8 A Monthly Inactivity Fee of AED 5 will apply each month after any period of 12 (Twelve) consecutive months in which you have not made a Transaction. See summary box below for more details.

### **3. Using the Travelez Card**

3.1 Each Travelez Card pack has one Travelez Card. The ATM PIN number for the Travelez Card is affixed in a sealed scratch card. You must store the PIN number securely.

3.2 Only the user whose signature is on the back of the card may use the Travelez Card for transactions. The user must sign the Travelez Card upon receipt. The user has to activate the card upon purchase using either the website or through our Call Centre. You may at any time update your personal information on the website.

3.3 The user is responsible for keeping track of the available balance on the Travelez Card. To check your balance at any time or review your previous transactions, you can visit the website and follow the links to Cardholder Login. Sign in using your 16 digit card number and security code. You can also check your balance by calling Travelez Customer Care on +971600547774, 24/7 or at any ATM where balance inquiry is supported (fees apply). We are not liable if a balance inquiry at an ATM is declined.

3.4 At the time of each transaction (including cash withdrawals at ATMs), there must be enough value stored on the Travelez Card to pay for the transaction and any fees applicable to the transaction. Transactions that exceed the remaining Travelez Card balance are prohibited and will be declined at the point of sale. However, if accepted by a merchant, the amount that exceeds the remaining Travelez Card balance may be paid using a different payment method provided that the Travelez Card is charged only by an amount equivalent to the amount loaded onto or remaining on the Travelez Card. The Issuer cannot guarantee the acceptance of a different payment method by a merchant in the circumstances described in this clause 3.4.

3.5 You agree that we can reduce the remaining value stored on your Travelez Card by the value of all purchases of goods and services that are authorized by you including cash withdrawn by you at any ATM.

3.6 When you authorize a transaction you are confirming that the transaction correctly represents the purchase price of the goods or services obtained, or the withdrawal of cash at an ATM. You are agreeing to pay the amount of that transaction by the reduction of the remaining value stored on your Travelez Card by an amount equivalent to the purchase price of the goods or services obtained, or the amount of cash withdrawn at an ATM.

### **4. Loss, Theft, Damage, Misuse**

If your Travelez Card is lost, stolen, damaged or misused, contact Travelez Customer Care immediately on +971600547774 (available 24/7) with your card number and security code. Al Fardan will work on your request and cancel your Travelez Card, and if the Travelez Card holds funds of up to at least AED 100 (plus applicable courier delivery charges), Al Fardan will replace it with a new Travelez Card. Any balance then remaining will be transferred to the new Travelez Card, but you may be liable for transactions you did not give authority incurred before your reported your card as lost or stolen to Travelez Customer Care. We will reissue a Travelez Card only after a period of up to 15 business days following your request, to ensure that details of all transactions up to cancellation have

been received. A Travelez Card Replacement Fee of AED 30 plus applicable courier delivery charges will be deducted from the balance.

## **5. Actions and Changes by Us**

5.1 We may from time to time change these Terms and Conditions, and take such actions and/or make such changes as we reasonably consider to be necessary for the purpose of protecting electronic funds from misuse, fraud prevention, overcoming operational difficulties, complying with applicable laws or regulations, or improving the efficiency and general performance of the Travelez Cards. These may include (but are not restricted to):

- Changing the daily ATM cash withdrawal limits;
- Cancelling the Travelez Card and refunding any balance due;
- Declining to authorize transactions;
- Suspending or restricting all or part of the operation of the Travelez Card and/or the security code;
- Instructing a merchant to retain the Travelez Card.

5.2 If we do any of the above, we will give you appropriate notice and in such manner as is reasonably practicable (unless circumstances are exceptional).

5.3 We shall not be liable to you or any third party for any loss or damage arising directly or indirectly from the actions taken by us in accordance with this clause 5.

## **6. Ownership/Return/Cancellation/Deactivation of the Travelez Card**

6.1 We retain ownership of the Travelez Card at all times. A Travelez Card should be returned to us or be immediately destroyed as soon as it has expired, or if cancelled, or if required by us pursuant to clause 5 above.

6.2 You agree that we may delay, block or refuse to process any transaction (including deactivating your card) without incurring any liability if we suspect that a transaction: (i) may breach any laws or regulations in the United Arab Emirates, or in any other country; (ii) involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations, the European Union, the UAE or any country; or (iii) may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct. You must provide all information which we reasonably require in order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risk or to comply with any laws or regulations in the United Arab Emirates or any other country.

6.3 Under the circumstances set out in clause 6.2 or other circumstances as determined by the Issuer in its sole determination, we may decide to cancel or deactivate your Travelez Card at any time without informing you in advance. If we do, we will refund you any remaining balance stored on your Travelez Card in any manner as we may specify. Your Travelez Card will also be cancelled when your Travelez Card has expired. In any such events, you will not be entitled to claim for compensation against us.

## **7. Using Information About You**

7.1 You irrevocably authorize and permit the Issuer and Al Fardan to disclose and furnish to the Issuer's and Al Fardan's authorized representatives, subsidiaries, associates, branches, assignees, agents or other connected parties (including the Issuer's third party advisers and marketing partners) such information as it deems fit concerning you, including but not limited, to the Travelez Card governed by these Terms and Conditions.

7.2 Unless you expressly instruct us to the contrary by emailing us at [support@travelezcard.com](mailto:support@travelezcard.com) or calling Travelez Customer Care on +971600547774 with your name and Travelez Card number, we shall be at liberty to share the necessary information relating to you with selected Travelez Card

brand partners with whom we have entered formal agreements, for the purpose of cross selling and marketing of goods and services to you.

7.3 The Issuer shall have an unconditional right to disclose any information in relation to you if such information is generally available to third parties, or is lawfully in our possession, or is sought by a court of competent authority, governmental body or regulatory authority (including the Central Bank of the UAE or any other country).

## **8. Telephone calls**

Calls to and from the Travelez Customer Care may be monitored and/or recorded for quality assurance.

## **9. Currency Conversion**

Transactions in currencies other than AED will be converted to AED according to applicable currency conversion regulations and procedures. Please note that the foreign currency exchange rate used in the conversion may differ from the foreign currency exchange rate in effect on the date you used the Travelez Card, and will include a Currency Conversion Fee of 3%.

## **10. Liability and Error Resolution Procedures**

10.1 You agree that we have no obligation to monitor, review or evaluate the legality of your Travelez Card transactions. We are not liable for any prohibited use or misuse of the Travelez Card whatsoever. Furthermore, you acknowledge that the Travelez Card may not be used to purchase goods or services that are illegal or a retailer is not permitted to supply to you (for example, a retailer cannot by law sell certain products to you if you are under 18 or 21 years of age, or if such retailer is not licensed to sell such products), and that it is your responsibility to determine the legality of each transaction.

10.2 We are not liable for any failed transaction if you do not have sufficient funds stored on your Travelez Card to carry out a transaction, the terminal or system is not working properly, circumstances beyond our control prevent the transaction, or the merchant authorizes an amount greater than the purchase amount.

10.3 To the extent permitted by law, you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us directly or indirectly because you: (i) did not observe your obligations hereunder; or (ii) acted negligently or fraudulently in connection with these Terms and Conditions.

10.4 If there is a discrepancy, complaint or dispute relating to the goods or services purchased with a Travelez Card, you must address it and settle it directly with the merchant in question. Refunds and returns are subject to the merchant's policies or applicable law. In case of other errors on your Travelez Card account, contact the Travelez Customer Care immediately on +971600547774. For Al Fardan to consider your discrepancy, complaint or dispute you must complete and send a written form to Al Fardan at [support@travelezcard.com](mailto:support@travelezcard.com) no later than 30 days after the disputed transaction occurred, or Al Fardan will be unable to investigate your claim in which case you will be liable for the transactions. You can request a copy by emailing Al Fardan at [support@travelezcard.com](mailto:support@travelezcard.com) and it will be emailed to you. In addition, you undertake to take all necessary steps to assist Al Fardan and/or the Issuer in its investigations. The investigation of the disputed transaction may take up to 90 days, depending on the type of transaction. The Issuer is not responsible for investigating any loss if you do not inform Al Fardan to reverse a transaction within the applicable time limit and in accordance with the procedure set out in this paragraph.

10.5 In connection with the purchase and loading of credit onto the Travelez Cards, Al Fardan is solely responsible for the accurate and immediate entry of card load data into the host system.

10.6 If you have any complaints or queries relating to the use of your Travelez Card, please contact the Travelez Customer Care either by email on [support@travelezcard.com](mailto:support@travelezcard.com) or by telephone on +971600547774.

### **11. Force Majeure**

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms and Conditions, for failure to observe or perform any of our obligations for any reason or cause which could not, with reasonable diligence, be controlled or prevented by us. These causes include, but are not limited to, acts of God, acts of nature, acts or omissions of governments or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties.

### **12. Severability**

Each of the sentences, clauses, or paragraphs contained in these Terms and Conditions shall be severable and distinct from one another and if at any time any or more of such sentences, clauses, or paragraphs are declared invalid, illegal or unenforceable by the unappealable order, decree or judgment of any court, the validity, legality or enforceability of the remaining sentences, clauses or paragraphs in these Terms and Conditions shall not in any way be affected or impaired thereby.

### **13. Assignment**

We may assign any or transfer all of our rights and obligations hereunder to any third party as we freely deem fit. Al Fardan may assign or transfer all of its rights and obligations hereunder to such third party as may be agreed with the Issuer.

### **14. Governing Law and Jurisdiction**

These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Emirate of Dubai and the Federal Laws of the United Arab Emirates, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Emirate of Dubai. Such submission shall however not prejudice the rights of the Issuer to bring proceedings against you in any other jurisdiction.

The information contained in this table summarizes key product features and forms an integral part of these Terms and Conditions

<b>Max Limit per Card &amp; Validity</b>		<b>AED - STANDARD</b>	<b>AED – PREMIUM</b>
1	Maximum balance on the card	<b>35,000</b>	<b>35,000</b>
2	Maximum limit per load/reload/day	<b>12,000</b>	<b>20,000</b>
3	Maximum value to be loaded in any 12-month period	<b>75,000</b>	<b>110,000</b>
4	POS /Online Purchase Limit per Transaction/per Day	<b>35,000</b>	<b>35,000</b>
5	ATM Withdrawal / day	<b>10,000</b>	<b>10,000</b>
6	Validity	<b>1 year</b>	<b>3 years</b>
7	Initial Minimum Load	<b>25</b>	<b>50</b>

We may lower the limits specified above for some or all of the users at our sole discretion.

### Fees

<b>Service</b>		<b>AED - STANDARD</b>	<b>AED – Premium</b>
1	Card Issuance Fees	<b>30</b>	<b>80</b>
2	Reload Fees	<b>5</b>	<b>5</b>
3	ATM Withdrawal – UAE (Successful)	<b>5</b>	<b>5</b>
4	ATM Withdrawal – UAE (Decline)	<b>2</b>	<b>2</b>
5	ATM Withdrawal – International (Successful)	<b>12</b>	<b>12</b>
6	ATM Withdrawal – International (Decline)	<b>5</b>	<b>5</b>
7	ATM Balance Inquiry – UAE (Successful)	<b>1</b>	<b>1</b>
8	ATM Balance Inquiry – UAE (Decline)	<b>1</b>	<b>1</b>
9	ATM Balance Inquiry – International (Successful)	<b>2</b>	<b>2</b>
10	ATM Balance Inquiry – International (Decline)	<b>2</b>	<b>2</b>
11	Monthly inactivity fees (after 12 months)	<b>-</b>	<b>5</b>
12	Online Transaction below AED 30	<b>1</b>	<b>1</b>
13	POS / ONLINE Decline	<b>2</b>	<b>2</b>

Daily ATM Withdrawal Limit	There may be limits set by different ATM operators on the amount of cash that may be withdrawn from one or more of their ATMs on a given day and these limits may be below the limits set in these Terms and Conditions. Additionally, some ATM operators may impose a surcharge when you use their ATM to make a withdrawal.
Purchases (UAE and International)	No Fee

Replacement Fee for lost/stolen card and Card Renewal	Replacement fee is based on card type – Standard or Premium. Additional courier charges might apply.
Forfeiture of remaining balance after Expiration	Any balance left on a Travelez Card after the Expiration Date shall be forfeited.
Balance Enquiry	You can obtain the up-to-date balance of your card by calling 600 547774 (UAE) or visiting <a href="http://www.Travelezcard.com">www.Travelezcard.com</a> and following the links to Login. Balance inquiry on the phone or website is free. Applicable fees for balance enquiries through UAE/International ATMs are listed above.