



Adnoc Distribution Private Card Terms & Conditions			 ADNOC
Allied Services Division	Smart Card Department	Revision No. 2	No. 7.2.3-01RCWI

OBJECTIVE:

These terms and conditions shall govern the relationship between Abu Dhabi National Oil Company for Distribution herein referred to as **‘the Company’** and the party contracting with it to use the Rahal Card “herein referred to as the” **‘Accountholder’**.

1-DEFINITIONS:-

- 1.1. **Agreement:** - means these Smart Card Terms and Conditions.
- 1.2. **Account:** - shall mean Account the holder has with the Company operable through its branches in the UAE determined and accessible by the Services.
- 1.3. **Rahal Card or the Smart Card:** - herein referred to as the card shall mean a reloadable stored value card obtained from the Company as per the terms and conditions available at the point of sale and issued by the Company to the Accountholder for the purposes of availing the Services. Such card may at the discretion of the Company be customized in future to incorporate security features and enhance administrative convenience with additional specifications to ensure safer authorized use of the card. Accountholders shall regularly check the Company Website* to keep updated with the information’s.
* **As per online terms and conditions.**
- 1.4. **Accountholder:** - shall mean any person who has entered into an agreement with the Company for availing Services in respect of which the Company may act on the instructions of anyone or more of them.
- 1.5. To an Accountholder, **“PIN”** shall mean the personal identification number required to gain access to a terminal to give a Transaction Instructions.
- 1.6. **Revalue:** is providing credit in the card by presenting the card along with cash in U.A.E Dirham currency effected from the Company premises and Company service stations.
- 1.7. **The balance of the card:** The credit balance available in the card to conduct transaction. The user shall revalue the card by cash in U.A.E. Dirham currency only.
- 1.8. **Card transaction:** The amount deducted from the balance of the card mobilization on any permitted services.
- 1.9. **Services:** implies permissible Services available through company system as determined and notified by the company from time to time to enable such electronic transaction by the accountholder in relation to an existing account.

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1.10. **Charge or Fee** means amount payable by the user arising from the Issue, Use, Modification, Replacement, Release of Blocked Card and any other additional services etc as identified by the Company and updated on its Website* felt necessary by the Company from time to time. The charges/fees shall be applicable and effective two weeks after announcement in the Website*.

***As per online terms and conditions.**

1.11. **Hotlist Card:** implies cancellation of card without such cards being presented to the Company with such written request by the Accountholder or incases where the Accountholder violates the terms and conditions of the Agreement or for under any such circumstances where deemed fit and necessary by the Company.

1.12. **Self Service Terminal** ‘means a terminal or device that is self operated reading , capturing and transmitting card information in an unattended environment and providing the user of the Card with the product and/or service requested.

1.13. **‘Terminal’** shall mean, point of Sale terminal, Self Service Terminal approved by the Company through which Card Transactions may be performed.

1.14. The term **‘Person’** means an Individual or any other Legal Entity and reference to Person shall include any Individual Firm, Corporation, Company, Partnership, Association or Body Of Individuals whether incorporated or not ,or any other Corporation constituted as a Body Corporate


1.15. **‘You’** – means an Accountholder who accepts and enters into these terms & conditions. ‘Your’ shall have a corresponding meaning.

2. Acceptance of the Terms.

Please read these Terms and Conditions carefully as they shall govern the use of your card and set out the Agreement between the Accountholder and the Company. The Accountholder shall be deemed to have accepted the Card and the terms of this Agreement on obtaining and/or use of the Card(s).

3. Agreement-

By obtaining or using the Card, or permitting anyone else to use the card, you agree with this Agreement. You shall be liable for all card Transactions executed with the use of your card, irrespective of whether or not you have authorized such transaction(s) or been aware of them .The Company may from time to time adopt new or amend provisions felt necessary which shall be effective after notice has been mailed to you at the last address provided by you or e-mail

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address on your records or on being posted on our Website* or as deemed necessary by the Company.

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4. OPENING AN ACCOUNT.

To avail the facility of the Card, the Accountholder shall have to submit the following:-

Individual:-

- a) Card Application form duly filled and signed.
- b) Minimum Revalue Amount and Issue Fees
- c) Present valid identification in UAE such as Passport, Driving License etc along with copies.
- d) If application is for vehicle, original copy of registration of the vehicle.

Entity:-


- a) Duly filled Card Application form signed by the authorized signatory with Company stamp.
- b) Minimum Revalue Amount and Issue Fees
- c) Written Request on Company Letter head signed by authorized signatory
- d) Original Copies of Chamber of Commerce & Industry Membership Certificate*
- e) Original Copy of Trade License.*
- f) Original Copies of Commercial License – Department Of Planning And Economy *
- g) Original Copy of Power of Attorney *
- h) If application is for vehicle, original copy of registration of the vehicle.

*** These Documents must be submitted to the Company initially and whenever any update is done.**

5. THE CARD.

5.1. On Accountholder's request a card may be issued at the sole discretion of the Company to enable the Accountholder effect Card transactions at any terminals permitted by the Company. The submission of the documents does not guarantee the issuance of the card or any its services.

5.2. The Company may from time to time in its discretion and without prior notice change the available benefits and scope of the services provided by the Company in relation to the card. Accountholders shall visit the Company Website* regularly to keep updated with requisite information's.


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- 5.3. The Company may ask for any documents to its satisfaction felt necessary in any context at anytime and reserves the right to deny benefit of the Card or/and account without assigning any reason.
- 5.4. The Card is non transferable and may be used only by the Accountholder or by its duly authorized employees and/or agents. The card holder shall not pledge the card as security for any purpose whatsoever.
- 5.5. The card is issued entirely at the risk of the Accountholder and the Company shall bear no liability whatsoever for any loss or damage arising from the issue, use or the inability to use the card, howsoever caused.
- 5.6. The quantities, for which the Card is issued may be reduced or increased at any time felt necessary at the entire discretion of the Company. The Accountholder accepts the Company's record of transactions as conclusive and binding for all purposes.
- 5.7. The Accountholder shall promptly notify the Company in writing of any changes effected in his residential address and/or office address and/or any other changes on information provided to the Company in connection with his application of the Card.
- 5.8. The Company shall not be liable to the Accountholder or any third party for any failure in performing the Company's obligations or providing any service including the card is not honored or accepted or if the Accountholder or any third party incurs any loss or injury including by reason of any mechanical or other malfunction in connection with any computer, telecommunications, technical or non technical failure.

6. USE OF THE CARD

- 6.1. The Accountholder(s) shall abide by the terms and conditions of this agreement and be liable for all charges incurred in connection with the use of the card. The Accountholder accepts full responsibility for all Card transactions made by the use of his Card, whether or not made with his knowledge or his authority, notwithstanding the termination of this agreement
- 6.2. The Accountholder shall exercise all due care and attention to prevent the loss of and/or use of his Card and/or PIN by any third party. At no time and under no circumstances shall the Accountholder disclose his PIN to anyone. The Accountholder shall be solely responsible for any use/misuse of the Card and shall not be released from any obligations from any transactions in respect thereof or relating to, in connection with or arising out of the present agreement.

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- 6.3. The Accountholder shall keep the revalue or purchase receipt on each visit to the Company service stations to determine the remaining balance in the card. The other copy, to be signed by the Accountholder, shall be left with the Company. The signed copy of receipt shall not be conclusive evidence to ascertain or to authenticate a transaction.
- 6.4. In event of any Damage/Loss/ Release of Blocked Card /Modification of the Card by the Accountholder, the Company reserves the right to levy a fee for reactivation of any such service. For any changes sought by the Accountholder in respect of his Lost /Stolen/Blocked/Modification/Damaged card the Accountholder shall have to visit the Company's premises with a written request along with his card where available, for effecting such a change which may take 3-4 working days from the date of receipt of such request. On determination by the Company that a card suffers manufacturing defect, a replacement card shall be provided at no extra charge, provided the subject card has not been used. In cases where the balance available in the card is below the minimum required amount, to avail any replacement card the accountholder shall have to pay a minimum amount as determined by the Company. The minimum amount paid by the accountholder shall cover the applicable replacement fees and any amount above that would be available in the card for consumption.
- 6.5. The Accountholder shall register and use only one card for each vehicle he registers with such account and for which the card is assigned. If more than one card exists for same vehicle then all previous cards or any card shall be blocked by the Company. . The Accountholder shall promptly notify the Company of any change of registered vehicle number(s) and visit the Company premises along with the card and request to effect such change. Copy of registration should be provided along with request if the request involves vehicle to be registered.
- 6.6. The Accountholder consents to the use or disclosure to any third party by the Company of any information relating to his account with the Company or his personal or corporate details for marketing, administrative, account collection or credit check purposes.
- 6.7. The Card may be used until their expiry dates and thereafter the Card shall be automatically renewed from the Company service stations or Company premises by deducting the annual fee from the credit applied at the time of first revalue /usage after the expiry date. Cards cancelled after the renewal date shall be still charged with the annual fee.
- 6.8. Delay or Refusal to Act on Instructions and non availability of Services.**
- a) The Accountholders shall be responsible and ensure to maintain sufficient balance in the card prior to effecting any transaction. In cases where the use of the card exceeds the available balance the Accountholder shall be liable for the immediate payment of the full sum of the transaction in cash.

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- b) The Company reserves the right to refuse any service against a Card without assigning any reason or prior notice to the Accountholder if it knows of/or suspects a breach of security or fraudulent use/misuse of the card etc. In such cases the Company also reserves the right to block, terminate the services of the card and refuse refund of available balance in the card.
- c) The Company may at any time, without any prior notice, and without giving any reason refuse to act on an instruction, and withdraw, or suspend the Accountholders right to use the Card or impose limits on all or some categories of transactions carried out with the card. The Company shall not be liable for any loss arising from any delay on its part on acting upon or carrying out on any instructions.

7. FEES AND CHARGES

- 7.1. The Card Facility is subject to the Company's schedule of fees and charges as published from time to time. Details for these fees and charges are also available on the Company Website* and are available upon request. A schedule of the fees and charges is displayed at Company's main premises wherefrom copies may also be obtained.
- 7.2. The Company shall be entitled at its sole discretion to vary the rate or method of calculation of the fees, additional fees for services.
- 7.3. Any changes in fees shall be effective two weeks from official announcement date on the website*.


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8. PAYMENTS

- 8.1. The credit can be made available to the card with cash in U.A.E Dirham currency from the Company premises and Company service stations.

9. LOSS/THEFT/MISUSE OF THE OF CARD AND /OR PIN

- 9.1. The Accountholder shall immediately report and notify to the Company of any loss/theft/misuse of his card for blocking his card or if the pin is lost/forgotten/disclosed to any other party and to confirm as soon as possible to the Company to block his card. The Accountholder shall be primarily responsible for the security of the card and for all transactions arising from its use/misuse up to the time of Company's actual receipt of such notice from the Accountholder in this regard. Up to such time that the Accountholder notifies the Company, any and all charges incurred or suffered from the use/misuse of the Card shall be on Accountholder's

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account, and as such the Accountholder shall not be released of his obligations in respect thereof.

9.2. On receiving a written request the Company may at its absolute discretion decide to release a blocked card.

9.3. The Company upon receiving a written request may at its absolute discretion issue a replacement card for any lost or stolen card or issue a new PIN on receiving a written request along with the card on prevailing Terms and Conditions or such conditions the Company may deem fit and necessary under the circumstances.

10. TERMINATION

10.1. This agreement may be terminated at anytime by the Accountholder by giving notice in writing, accompanied with the relevant Card(s) for cancellation. Any card shall be treated cancelled only upon the Company's actual receipt of all relevant Card(s).

a) If the cards are not available or not returned then the written request must state the same and to Hotlist the cards attached with the original documents in order to cancel the relevant card(s). On any hotlisting of card(s) the initial refundable deposit amount if existent in card shall not be refunded. The Company reserves the right to apply any further fees deemed expedient and necessary in future.


10.2. Any request for refund shall be submitted in writing along with the requisite card, or along with written request to Hotlist such Cards which shall be finally be decided by the Company and is hereby agreed to be acceptable. Fees shall apply for refund of cards and also for on any renewal if card to be cancelled has already expired.

10.3. The minimum balance in Card excluding initial deposit amount existing prior to cancellation or hotlist or deduction of any applicable charges to avail the refund facility shall have to be a minimum of AED 100 or any such amount as determined by the Company in future.

10.4. After the fulfillment of criteria in 10.1, 10.1 a), 10.2 and 10.3 the refund process to eligible accountholder's for refund of value in his Card(s) as determined by the Company may take a minimum of 14 working days.

10.5. The Company reserves the right to terminate this Agreement or any of the Services that are described herein by giving written notice. The Agreement may also be terminated by the Company immediately without notice in case of the following events-

i) Non Payment of Fees/Charges.

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- ii) Bankruptcy, dissolution, liquidation and/or any other action or legal proceedings against the Accountholder.
- iii) Non use of the Card by the Accountholder for an inordinate time as deemed by the Company.
- iv) Unreported changes in Ownership, nature or place of the business of the Account Holder.
- v) Violation of any terms or conditions of the Agreement.

Upon any termination/cancellation of the Card, the Account Holder shall immediately cease the use of the Card and return the same forthwith to the Company. Also, all outstanding dues shall become immediately due and payable and the Accountholder shall also be liable to pay all applicable charges.

Termination shall not affect any of our rights or your obligations arising under this Agreement prior to termination.

11. REQUESTS

11.1. Requests shall only be accepted from the Accountholder on being supported by current valid identification or through any duly authorized person presenting on his behalf. (Request made by a Company shall be on its letterhead).

12. FORCE MAJEURE.

The Company shall not be liable in the event that it is unable to fulfill its liabilities arising from these terms and conditions, caused directly or indirectly by a failure of an appliance or a communication system, defect or damaging of the card, industrial disputes, acts of war, circumstances of force majeure or for any other circumstances beyond its control.

13. EXCLUSION OF LIABILITY

13.1. The Company shall not be liable of any damage, loss whatsoever, caused to or suffered by the Accountholder that occurs to users or others resulting (a)from the misuse of the Card system,(b)the malfunction of any terminal or disruption of communication systems(c)the enforcements of Company's rights as herein provided (d)any injury to the credit character and reputation of the Accountholder in and about the repossession of the card (e) any misstatement ,misrepresentation , error or omission in any details disclosed by the Company(f)any transactions that may be the result of a fraudulent act (g) any dispute between the Accountholder or third party between the Company .

13.2. The Accountholder shall indemnify the Company against all actions, claims, costs, damages and expenses, including costs, expenses and attorney's fees which the Company may suffer or sustain as result of (a) any actions, omissions or breach by the user (b) the enforcements of

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Company's rights as herein provided. All costs and expenses including attorney's fees incurred by the Company in enforcing and seeking to enforce these terms and conditions or otherwise shall be paid by the Accountholder.

13.3. The Accountholder shall neither hold the Company responsible for the goods or services by any dealer nor the quality of goods and services supplied in connections with any Card transaction.

13.4. The Accountholder shall neither hold the Company responsible nor raise any claims against the Company if any person does not accept or refuses to accept the card for any reason.

13.5. Loss Or Damage Associated With Your Card Account: - Irrespective of any further provisions of these terms and conditions the Company shall not be responsible for any losses, damage, inadequacy, inconvenience, costs or expenses which you or another person may incur in connection with these terms and conditions. This also applies that any Accountholder's action or accession to any communication required or instruction, detention of his card or request for its returning, non functionality or defect of an appliance or authorization system, transmission connection or, any card damage or inability to load data kept on a card, for whatever reason.

14. NOTICES

14.1. Unless evidenced to be notified otherwise by the Accountholder the address provided by the Account Holder to the Company shall be the address for any communication with the Accountholder.

15. WAIVER


15.1. No course of dealing nor any delay or omission in exercising any right or remedy shall be construed as waiver of any right or remedy by the Company.

16. VIOLATIONS OF TERMS AND CONDITIONS

16.1. Failure to abide by any of the terms and conditions shall result in immediate termination of this agreement, cancellation of the Accountholders account and the Accountholder shall further be liable for all costs and consequences arising thereof.

17. AMENDMENTS.

17.1. The Company reserves the right to amend, modify, vary or supplement any Terms and Conditions or fees, as deemed necessary, by giving notice thereof to the Accountholder by any

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means which the Company deems fit and such amendment, modification, variation or supplement shall take effect between the Accountholder and the Company as from the date specified in such notice or in the absence thereof, as from the date of such notice. The Accountholder shall not be entitled under this agreement to assign rights and liabilities to any other party.

17.2. Retention of the card(s) or use of the account and all other products or Services of the Company through the account after the effective date of any such change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Accountholder

18. Governing law

This Agreement and its terms and the transactions carried out there under are governed by the law in force in the United Arab Emirates, and the parties submit to the exclusive jurisdiction of the Abu Dhabi courts in respect of any dispute.