

TERMS & CONDITIONS: FAB ETIHAD GUEST CO-BRANDED CREDIT CARD

The following terms and conditions (the “Terms and Conditions”) shall apply to the FAB Etihad Guest Credit Cards and are in addition to the Master Credit Card Conditions. To the extent there is any conflict or inconsistency between these Terms and Conditions and the Master Credit Card Conditions, those Master Credit Card Conditions shall prevail.

These Terms and Conditions as amended from time to time, and any other information in respect of the FAB Etihad Guest Credit Cards, may be accessed at the following website <https://www.bankfab.com/-/media/fabgroup/home/personal/cards/terms-and-conditions-pdfs/card-specific/etihad-guest-credit-card-tcs.pdf?view=1>

1. DEFINITIONS

- (i) “Annual Fee” means fee charged annually both first time and on anniversary of both primary and supplementary FAB Etihad Guest Credit Cards.
- (ii) “Card” means the FAB Etihad Guest Credit Card.
- (iii) “Cardholder” for the purposes of this section shall mean individuals who have been issued FAB Etihad Guest Credit Cards.
- (iv) “Etihad Airways Partners” or “EAP” means Airlines partnered with Etihad which include Etihad Airways, Air Berlin, Air Serbia and Etihad Regional among others.
- (v) “Etihad” means Etihad Airways P.J.S.C., a public joint stock company incorporated in the United Arab Emirates.
- (vi) “Etihad Guest Member” means any individual who has been accepted by Etihad for membership in the Etihad Guest Programme.
- (vii) “Etihad Guest Cards” means the loyalty cards issued by Etihad to an Etihad Guest Member pursuant to the Etihad Guest Programme.
- (viii) “Etihad Guest Miles” means all miles earned by travel on qualifying Etihad Airways flights, qualifying flights of ETIHAD partner airlines and by purchasing their products and services in accordance with and as specified in the Etihad Guest Programme and also miles calculated by the Bank in such manner as may be determined by the Bank, from time to time, based on the expenses incurred on the Card.
- (ix) “Etihad Guest Programme” means the frequent flyer programme established and maintained by Etihad as amended from time to time.
- (x) “Etihad Guest Terms and Conditions” means the terms and conditions issued by Etihad from time to time to govern the Etihad Guest Programme.
- (xi) “Etihad Guest Tier” means the tier level of an Etihad Guest derived from the accumulation of Etihad Guest Tier Miles in accordance with Terms and Conditions.
- (xii) “Etihad Guest Account” means an account established and maintained by Etihad for an Etihad Guest to record and account for Etihad Guest Miles accrued or redeemed by an Etihad Guest.
- (xiii) “Etihad Guest Silver Member” means a Etihad Guest Member whose Etihad Guest Tier Status is Etihad Guest Silver.
- (xiv) “Etihad Guest Gold Member” means a Etihad Guest Member whose Etihad Guest Tier Status is Etihad Guest Gold.

- (xv) "Infinite Cardholder" means any cardholder who has been issued the FAB Etihad Guest Infinite Credit Card by FAB.
- (xvi) "FAB Etihad Guest Credit Card" mean Etihad Guest co-branded credit card issued by First Abu Dhabi Bank PJSC to a Cardholder.
- (xvii) "Miles Accelerator Programme" means an optional programme which is available only on the payment of monthly fee as stated in the Schedule of Charges and by enrolling into which cardholder can earn additional Etihad Guest Miles.
- (xviii) "FAB" means First Abu Dhabi Bank PJSC, a company registered under the laws of Abu Dhabi, United Arab Emirates.
- (xix) "Personal Dashboard" means FAB Etihad Guest Miles Dashboard which is available on Website.
- (xx) "Platinum Cardholder" means any cardholder who has been issued the FAB Etihad Guest Platinum Credit Card by FAB.
- (xxi) "Signature Cardholder" means any cardholder who has been issued the FAB Etihad Guest Signature Credit Card by FAB.
- (xxii) "Specific Merchants" means any shop or any outlet or any market registered with VISA under categories like Supermarkets, Government Services (e.g. Fines, Taxes, Bonds), Utilities, Education, Service/Petrol Stations, Real Estate Agents, Public Transport (e.g. Taxis, Metro, Buses), Road Tolls/Salik, Charities/Religious Organizations and as defined in Schedule 1.
- (xxiii) "Qualifying Annual Spend" means all expenditure duly incurred on Cards which are eligible for Etihad Guest Miles accrual as may be specified by FAB from time to time in its sole discretion. Qualifying Annual Spend shall include (1) the amount debited from the Card Account expressed in AED and where the purchase is in another currency, the equivalent in AED as converted at FAB's prevailing exchange at the purchase time (2) such other transactions as FAB may agree to admit for eligibility from time to time.
- (xxiv) "Tier Miles" means Etihad Guest Tier Miles which count towards the Etihad Guest member's progression into Etihad Guest Silver tier status or from one Etihad Guest Tier Status to another (higher) Etihad Guest Tier Status.
- (xxv) "Website" means www.bankfab.com

2. ENROLLMENT TO ETIHAD GUEST PROGRAMME

- (i) All persons who are considered as eligible to receive the Etihad Guest Credit Card pursuant to the Credit Card Terms and Conditions shall provide the Etihad Guest Programme membership number at the time of application. The Etihad Guest Credit Card account shall be linked to it for transfer of Etihad Guest Miles accrued through usage of Etihad Guest Credit Card. The Bank is not responsible should a Cardholder provide an incorrect Etihad Guest membership number.
- (ii) On enrolment into Etihad Guest Programme, the Cardholder shall be bound by the Etihad Guest Terms and Conditions in addition to these terms and conditions.
- (iii) Signature Cardholders shall be eligible to earn Tier Miles on Etihad Guest Signature Credit Card purchases and are eligible to be enrolled into the Etihad Guest Silver tier subject to the fulfilling the enrolment criteria of Etihad Guest Programme from time to time. In case, the Signature Cardholder is an existing Etihad Guest Silver or Gold member, the Cardholder's tier status will be subject to the existing Etihad

Guest Programme terms & conditions. Enrolment of the Cardholder to the Etihad Guest Silver tier is subject to approval by Etihad. Etihad shall be responsible to upgrade and communicate the same to Cardholders. The Bank shall not be responsible for any failure or delay on the part of Etihad to either upgrade the Signature Cardholder or to communicate the same.

- (iv) Infinite Cardholders shall be eligible to earn Tier Miles on Etihad Guest Infinite Credit Card purchases and are eligible to be enrolled into the Etihad Guest Gold tier subject to the Cardholder fulfilling the enrolment criteria of Etihad Guest Programme from time to time. In case, the Infinite Cardholder is an existing Etihad Guest Gold member, the Cardholder's tier status will be subject to the existing Etihad Guest Programme terms & conditions. In case, the Infinite Cardholder is an existing Etihad Guest Silver member, the Cardholders tier status shall be upgraded to Gold subject to fulfilling the enrolment criteria of Etihad Guest Programme. Enrolment of the Cardholder to the Etihad Guest Silver or Gold tier is subject to approval by Etihad. Etihad shall be responsible to upgrade and communicate the same to Cardholders. The Bank shall not be responsible for any failure or delay on the part of Etihad to either upgrade the Signature Cardholder or to communicate the same.
- (v) Once enrolled into Etihad Guest Gold or Silver tier, maintenance of the Etihad Guest Tier status shall be governed by Etihad Guest Terms and Conditions and shall be subject to the Cardholder ensuring that
 - a. the Card Account is current (i.e. there are no past due balances on the Card Account);
 - b. the Card Account is in good standing in the opinion of the Bank in its sole discretion;
 - c. there has been no breach by the Cardholder under any terms or conditions governing the use of the Infinite Card;
 - d. if the Signature or Infinite Card is not cancelled, or
 - e. No event, which, in the sole discretion of the Bank has occurred which shall result in the cancellation of the benefit of Etihad Guest Programme to the Cardholder.
- (vi) The Etihad Guest Cards shall be delivered by Etihad directly to the Cardholders in accordance with Etihad Guest Terms and Conditions. The Bank shall not be liable for non-delivery of such cards by Etihad to the Etihad Guest Cardholders.

3. ETIHAD GUEST

PROGRAM General

- (i) The Cardholder shall be considered eligible to earn Etihad Guest Miles, if
 - a. the Etihad Guest Credit Card is valid and in good standing as per the criteria and standards of the Bank from time to time;
 - b. no breach has been committed by the Cardholder of these terms and conditions;
 - c. no other event, which, in the sole discretion of the Bank has occurred that would result in the cancellation of the benefit of Etihad Guest Programme
- (ii) No Etihad Guest Miles shall be earned for Card Transactions related to the following:
 - a. all fees and charges;
 - b. cash advances;

- c. easy cash;
 - d. purchase of foreign currency, saving certificates, bonds and other debt instruments;
 - e. finance charges;
 - f. any payments or amounts deposited or credited to the card account;
 - g. charitable donations;
 - h. transactions conducted at any exchange house;
 - i. card Transactions incurred by utilizing amounts in excess of the Credit Limit;
 - j. transactions that the Bank determines, in its sole discretion, are disputed, erroneous, unauthorized, illegal and/or fraudulent; or
 - k. misuse of the FAB Etihad Guest Card to effect fictitious transactions through POS terminals at merchant outlets or through other means shall also be excluded for purposes of qualifying for Etihad Guest Miles.
- (iii) The Bank may, in its sole discretion, add to, or remove from, the above list of non-eligible transactions. All determinations made by the Bank shall be in its sole discretion, and each determination shall be final, conclusive and binding on the Cardholder, absent manifest error. Furthermore, the records, books and other information of the Bank shall be conclusive evidence of calculations hereunder.
- (iv) In case, of any erroneous credit of Etihad Guest Miles, as determined by the Bank in its sole discretion, the erroneous entries shall be reversed. If adequate Etihad Guest Miles are not available in the Cardholder's Etihad Guest Account for reversal, the Bank will debit the Card Account for the deficit number of Etihad Guest Miles at the rate of United State Dollars \$ 0.5 per Guest Mile.
- (v) Etihad Guest Miles shall be earned when eligible transactions are transacted on the Etihad Guest Credit Card. Etihad Guest Miles shall be credited by the Bank and transferred to the Cardholder's Etihad Guest Account at a pre-designated frequency decided by the Bank. If the Cardholder is in breach of his payment obligations, then the Bank may suspend the usage of the Etihad Guest Credit Card and the credit of Etihad Guest Miles until the Cardholder has remedied the breach. Bank may choose not to transfer/credit of Etihad Guest Miles retrospectively after the breach is remedied.
- (vi) Etihad Guest Miles shall be credited to Cardholder's Etihad Guest Account at such rates as mentioned on the Website. The Bank reserves the right, in its sole discretion, to be exercised at any time, to change the basis of the award of Etihad Guest Miles for amounts charged to the Etihad Guest Credit Card.
- (vii) Etihad Guest Miles accruing for eligible transactions by a Supplementary Cardholder shall be credited to the Primary Cardholder's Etihad Guest Account.
- (viii) In addition to other conditions outlined in Etihad Guest Terms and Conditions, Etihad Guest Miles shall not be credited to Cardholder's Etihad Guest Account if
- d. the Card Account is not current (i.e. there are past due balances on the Card Account);
 - e. the Card Account is not in good standing in the sole opinion of the Bank;
 - f. there has been a breach by the Cardholder under any terms or conditions governing the use of the Etihad Guest Credit Card;
 - g. if the Etihad Guest Credit Card is cancelled, or

- h. any other event, which, in the sole discretion of the Bank should result in the cancellation of the benefit of Etihad Guest Programme to the Cardholder.
- (ix) The Bank shall have the right to determine the maximum number of Etihad Guest Miles and/or similar benefits obtained with respect to a Card from time to time at its sole discretion. However, in any given month, a Cardholder shall only be entitled to Etihad Guest Miles and/or similar benefits for transactions carried out up to the extent of the assigned Credit Limit on the Card with a maximum of 1 50,000 Etihad Guest Miles, excluding Joining Miles but including Etihad Guest Miles earned on Debit Card purchases as decided by Bank from time to time. Transactions exceeding the assigned Credit Limit of the Card shall not be entitled to earn Etihad Guest Miles during that month.

Earning Etihad Guest Miles & Tier Miles

- (i) Purchases on Etihad & Etihad Airways Partners via online bookings are subject to earn Etihad Guest Miles as mentioned on the Website.
- (ii) Etihad Guest Tier Miles can be earned only for Signature & Infinite Credit Card and are subject to earning double Tier Miles during 1st 90 days of activating 1st Primary Credit Card with a maximum of 25,000 Tier Miles per year for Signature and 50,000 per year for Infinite Credit Card.
- (iii) Supplementary credit card purchases are included along with the Primary Card purchases for calculation of Tier Miles earning based on the earn rate defined for Primary Card.
- (iv) Tier Miles can be earned on all transactions eligible to earn Etihad Guest Miles, subject to Card being eligible to earn Tier Miles.

Joining Miles

- (i) Cardholders shall be eligible to receive a one-time joining Miles during the first year of set-up of the Credit Card Account as mentioned in the Joining Benefits on the Website.
- (ii) Etihad Guest Miles offered under joining Miles shall be awarded within 60 days of payment realization of the Annual Fee applicable on the Card as published in the Schedule of fees and charges by the Bank from time to time.
- (iii) The Bank reserves the right, in its sole discretion, to be exercised at any time, to change the number of Etihad Guest Miles offered under joining Miles.

Miles Accelerator Programme

- (i) By means of the Miles Accelerator Programme, Cardholder shall be eligible to receive additional Etihad Guest Miles as per the Miles Accelerator Programme earn rate specified on the Website, subject to enrolment in the programme for a fee as published in the Schedule of fees and charges by the Bank from time to time, effective as at the date Cardholder enrolls in the Miles Accelerator Programme.
- (ii) Miles Accelerator Program can be activated anytime using FAB Etihad Guest Personal dashboard at <https://www.bankfab.com/-/media/fabgroup/home/personal/cards/terms-and-conditions-pdfs/card-specific/etihad-guest-credit-card-tcs.pdf?view=1> and can be deactivated only from the Personal Dashboard
- (iii) Starting from the date of enrolment Cardholders will receive Etihad Guest Miles according to the Miles Accelerator Program regardless of Domestic (AED) or International (Non-AED) transactions, which will continue until Miles Accelerator Programme is de-activated.
- (iv) Minimum enrolment period for Miles Accelerator Programme shall be 2 months from the date of enrolment and shall continue until Cardholder opts out, upon which the Cardholder shall continue to earn Etihad Guest Miles as per Miles Accelerator Programme until the monthly anniversary of

enrolment.

- (v) Miles Accelerator Programme is not applicable for transactions on Specific Merchants categories as defined in Schedule 1.
- (vi) Miles Accelerator Programme fee shall be charged on monthly basis from the date of enrolment and will appear in transaction statement each month on enrolment date.
- (vii) In any given month, a Cardholder shall only be entitled to Etihad Guest Miles and/or similar benefits for transactions carried out up to the extent of the assigned Credit Limit on the Card with a maximum of 150,000 Etihad Guest Miles
- (viii) The Bank reserves the right, in its sole discretion, to be exercised at any time, to change the Earn Rate of Etihad Guest Miles offered under the 'Miles Accelerator Programme'

4. TRANSFER OF ETIHAD GUEST MILES

- (i) All Etihad Guest Miles earned on the Card Account shall be transferred to the Cardholder's Etihad Guest Account at a predesignated frequency decided by the Bank for the respective billing/statement period.
- (ii) Etihad Guest Miles earned by the Cardholder shall not be transferred to the Cardholder's Etihad Guest Account if at the time of the transfer
 - a. the Card Account is not current (i.e. there is a past due amount on the Card Account);
 - b. the Card Account is not in good standing in the opinion of the Bank in its sole discretion;
 - c. there has been a breach by the Cardholder under any terms or conditions governing the use of the Infinite Card;
 - d. if the Card is cancelled, or
 - e. any other event, which, in the sole discretion of the Bank should result in the cancellation of the benefit of Etihad Guest Miles to the Cardholder.
- (iii) Once transferred, Cardholders shall be able to view the Etihad Guest Miles transferred successfully in their statement of Etihad Guest Miles issued by Etihad. All queries regarding any discrepancies in the Etihad Guest Miles reflected in the statement issued by Etihad must be addressed directly with Etihad.
- (iv) Transfer of the Etihad Guest Miles to the Cardholder's Etihad Guest Account is an automatic process and cannot be controlled on a selective basis.
- (v) Once transferred, the validity of the Etihad Guest Miles shall be governed by the applicable Etihad Guest Terms and Conditions.

5. REDEMPTION OF ETIHAD GUEST MILES

- (i) Etihad Guest Miles may be redeemed from time to time in accordance with the most recent Etihad Guest Terms and Conditions as issued by Etihad. Etihad may at their sole discretion amend the products, benefits and services offered in the Etihad Guest Programme without prior notice. For more information, please refer to www.etihadairways.com.
- (ii) Etihad Guest Miles are not transferable to any other person. Etihad Guest Miles cannot be exchanged for cash, credit or used for the payment of any fees or charges payable to FAB.

- (iii) Etihad is solely responsible for the redemption of Etihad Guest Miles and FAB has no liability or responsibility to the Cardholder or any other person. The Cardholder shall resolve any dispute arising under the Etihad Guest Program directly with Etihad.
- (iv) FAB gives no warranty or guarantee as to the quality, condition or suitability of any products, benefits or services provided through the redemption of Etihad Guest Miles.
- (v) FAB shall not be liable or responsible to the Cardholder or any other person for any loss, damage or claims suffered by them in respect of any goods, products or services provided through the redemption of Etihad Guest Miles or as a result of any goods, products or services being unavailable at the time of redemption.
- (vi) The Bank may, by giving notice to Cardholders using such method as it shall decide, vary these Terms and Conditions for Etihad Guest Program or modify, suspend or withdraw entirely the Etihad Guest Program.
- (vii) The Cardholder agrees that FAB may provide details concerning the Cardholder including details of the value and nature of any transactions completed using a Principal Card or Supplementary Card to Etihad or any other group company.
- (viii) The provision of Etihad Guest Miles and the redemption of Etihad Guest Miles are also subject to the Etihad Guest Terms and Conditions.

6. ETIHAD GUEST CREDIT CARD ADDITIONAL

BENEFITS Fast Track Tier Upgrade

- (i) FAB Etihad Guest Infinite Primary Credit Card is eligible for a fast track to Etihad Guest Gold Status by fulfilling any one of the following conditions:
 - a. Complete one return flight on Etihad Airways within first 6 months from the 1st primary card activation date and the tickets should be booked using FAB Etihad Guest Infinite Credit Card or
 - b. Collect 50,000 tier miles within a period of 1 year from the 1st primary card activation date.
- (ii) FAB Etihad Guest Signature Primary Credit Card is eligible for a fast track to Etihad Guest Silver Status by fulfilling any one of the following conditions:
 - a. Complete two return flight on Etihad Airways within first 6 months from the 1st primary card activation date and the tickets should be booked using FAB Etihad Guest Signature Credit Card or
 - b. Collect 25,000 tier miles within a period of 1 year from the 1st primary card activation date
- (iii) Fast track tier upgrade will reflect within 45 days from achieving the required criteria and shall reflect in Cardholder's Etihad Guest account.
- (iv) For the avoidance of doubt, it is clarified that fast track tier upgrade is offered by Etihad directly and is governed by rules of Etihad Guest programme. The Bank bears no responsibility for offering fast track tier upgrade and shall not be liable for any losses, damages, expenses, claims or any other liability whatsoever sustained by the Cardholder due to Tier upgrade or non-upgrade. Cardholder shall reach out to Etihad for any queries and claims related to Etihad Guest Tier upgrade.

Discount Voucher

- (i) Etihad Guest Platinum Credit Card: Upon Qualifying Annual Spend of AED 100,000 from the date of Activation, Etihad shall issue a 25 percent miles discount voucher to FAB Etihad Guest Platinum Cardholder. This voucher will be valid for a period of 6 months from the issue date during which period

Cardholder must use it. The voucher will allow 25 percent discount on miles required on Etihad Reward Flights for a maximum of 2 guests

- (ii) Etihad Guest Signature Credit Card: Upon Qualifying Annual Spend of AED 150,000 from the date of Activation, Etihad shall issue a 50 percent miles discount voucher to FAB Etihad Guest Signature Cardholder. This voucher will be valid for a period of 6 months from the issue date during which period Cardholder must use it. The voucher will allow 50 percent discount on miles required on Etihad Reward Flights for a maximum of 2 guests
- (iii) Etihad Guest Infinite Credit Card: Upon Qualifying Annual Spend of AED 200,000 from the date of Activation, Etihad shall issue a 75 percent miles discount voucher to FAB Etihad Guest Infinite Cardholder. This voucher will be valid for a period of 6 months from the issue date during which period Cardholder must use it. The voucher will allow 75 percent discount on miles required on Etihad Reward Flights for a maximum of 2 guests
- (iv) Eligible Cardholders shall receive a Voucher in an electronic form which shall allow the Cardholder to use their available Etihad Guest Miles. Once issued, under no circumstances the voucher shall be reissued.
- (v) The use of the discount Voucher shall be governed by the Etihad Guest Terms and Conditions as amended from time to time, including but not limited to blackout dates, required miles for reward tickets and availability of reward tickets
- (vi) For the avoidance of doubt, it is clarified that the Bank bears no responsibility for issuance and use of the Discount Voucher and shall not be liable for any losses, damages, expenses, claims or any other liability whatsoever sustained by the Cardholder as a result of issuance and/or use of the Discount Voucher. Etihad shall be liable to issue, honor and execute the Discount Voucher and communicate the same to eligible Cardholders.

Wi-Fi Voucher

- (i) FAB Etihad Guest Signature Credit Card: 2 WiFi vouchers will be provided to cardholder and will be sent via email directly by Etihad. These Wifi vouchers can be used on any Etihad WiFi enabled flight for the duration of the flight by entering voucher code during the flight and are valid for 12 months from the issue date
- (ii) FAB Etihad Guest Infinite Credit Card: 4 WiFi vouchers will be provided to cardholder and will be sent via email directly by Etihad. These Wi-Fi vouchers can be used on any Etihad Wi-Fi enabled flight for the duration of the flight by entering voucher code during the flight and are valid for 12 months from the issue date
- (iii) The use of the WiFi Voucher shall be governed by the Etihad Guest Terms and Conditions as amended from time to time. Once issued, under no circumstances the voucher shall be reissued.
- (iv) For the avoidance of doubt, it is clarified that the Bank bears no responsibility for issuance and use of the WiFi Voucher and shall not be liable for any losses, damages, expenses, claims or any other liability whatsoever sustained by the Cardholder as a result of issuance and/or use of the WiFi Voucher. Etihad shall be liable to issue, honor and execute the WiFi Voucher and communicate the same to eligible Cardholders.

7. GENERAL

- (i) The Cardholder agrees the Bank is authorized to disclose information pertaining to the Cardholder, the Card Account and the Cardholder's relationship with the Bank to its agent(s), regulatory

authorities and other legal bodies as well as to Etihad and its subsidiaries, associates, branches, assignees, service providers, insurers, agents and other parties in order to enable the Bank and Etihad to perform their obligations relating to the Etihad Guest Card.

- (ii) The FAB Etihad Guest Credit Cardholder will not be eligible to earn FAB Rewards for the purchases on the FAB Etihad Guest Credit Card.
- (iii) The Bank is entitled, at any time in its sole discretion, and without being liable to the Cardholder in any manner whatsoever, to terminate the benefits accruing to the Cardholder under the Etihad Guest Program, and/or change, vary, modify, add to or delete any of the terms and conditions outlined herein, and/or withdraw and/or revoke any accrued Etihad Guest Miles and/or modify or limit the value of the Etihad Guest Miles and/or the manner of accrual and/or transfer of Etihad Guest Miles.

SCHEDULE 1 – SPECIFIC MERCHANTS

Spend Segment	Merchant Category Code (MCC)
Fuel & Conveyance	5542, 5541, 4784, 4131, 4121, 4111
Supermarket & Utilities	5411, 4900, 4814, 4812
Education	8299, 8249, 8244, 8241, 8220, 8211
Government Services	9402, 9399, 9311, 9223, 9222, 9211