

TERMS AND CONDITIONS

NAJM PREPAID GIFT CARD

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” or “MAF Finance” means Majid Al Futtaim Finance LLC. “You” or “your” means the person who has purchased (the “purchaser”) a MAF Finance “Najm Gift Card” Pre-paid Visa Gift Card (“the Gift Card”) and/or the person nominated by the purchaser to use it (“the user”).

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

2. Gift Card Information

2.1 The Gift Card is a prepaid, stored value card and should be treated just like cash in a wallet or purse. If the Gift Card is not registered at www.maffinance.com (the “website”), it cannot be replaced if lost or stolen. If the Gift Card is not registered and you lose the Gift Card, or it is stolen, you will lose any funds held on the Gift Card just as if you lost your wallet or purse (Subject to clause 4 below).

2.2 The Gift Card is not a debit, credit or charge card. It cannot be used to obtain cash via any ATM machine or over any counter. There is no credit line associated with the Gift Card. The Gift Card cannot be topped up or reloaded.

2.3 At points of sale the Gift Card can only be used via an electronic on-line card reader. The security code is used only to obtain information on-line or by telephone and to register online. You are required to keep the Gift 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 Gift Card is United Arab Emirates Dirham (AED). Transactions in currencies other UAE Dirhams will be converted to UAE Dirhams according to clause 10 below.

2.5 It is expected that the Gift Card may be used anywhere Visa cards are usually accepted at points of sale and on-line; but we will not be liable if you cannot use the Gift Card with any 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 Gift Card (either at a point of sale or online). Additionally, we cannot guarantee that the retailers who have agreed to accept the Gift Card will continue to accept the Gift Card.

2.6 The Gift Card will be valid for 12 months from its date of purchase (the “Expiry Date”) or until all the value stored on your Gift Card has been deducted, whichever occurs earlier. After the Expiration Date, the Gift Card may not be used except in accordance with clause 5 and the terms stated in the summary box included herein. The “Good Thru” on the front of the Gift Card is for MAF Finance’s stock control purposes only.

3. Using the Gift Card

3.1 Only the user whose signature is on the back of the card may use the Gift Card for transactions. The user must sign the Gift Card upon receipt. To activate the Gift Card, please read and follow carefully the instructions on the sticker placed on your card.

3.2 The user is responsible for keeping track of the available balance on the Gift Card. To check your balance at any time or review your previous transactions, you can visit our website at www.maffinance.com / www.premogiftcards.com

3.3 and follow the links to Cardholder

3.4 Login. Sign in using your 16 digit card number and security code. You can also check your balance by calling us on 00 971 4 293 5814 (a fee applies as per the terms stated in the summary box, “Balance Enquiry” section).

3.5 At the time of each transaction on the Gift Card, there must be enough value stored on the Gift Card to pay for the transaction. Transactions that exceed the remaining Gift 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 Gift Card balance may be paid using a different payment method provided that the Gift Card is charged only by an amount equivalent to the amount loaded onto or remaining on the Gift Card. The Issuer cannot guarantee the acceptance of a different payment method by a merchant in the circumstances described in this clause 3.4.

3.6 You agree that we can reduce the remaining value stored on your Gift Card by the value of all purchases of goods and services that are authorized by you. Transactions are authorized by you when you:

- a. Swipe your Gift Card or allow an operator or other person to do so, at an electronic point of sale terminal at a participating retailer or online; or
- b. Give a participating retailer details of the Gift Card and authorize the transaction in some other way approved by that retailer

3.7 When you authorize a transaction:

- a. You are confirming that the transaction correctly represents the purchase price of the goods or services obtained; and
- b. You are agreeing to pay the amount of that transaction by the reduction of the remaining value stored on your Gift Card by an amount equivalent to the purchase price of the goods or services obtained.

4. Loss, Theft, Damage, Misuse

If your Gift Card is lost, stolen, damaged or misused, contact us immediately on 00 971 4 293 5814 with your card number and security code. Subject to clause 2.1, we will do our best to work on your request and cancel your Gift Card, and if the Gift Card holds funds of up to at least AED 25, we will replace it with a new Gift Card. Any balance then remaining will be transferred to the new Gift Card. We will reissue a Gift Card only after a period of up to 15 business days following your request, to ensure that we have received details of all transactions up to cancellation. A Gift Card Replacement Fee of AED 25 will be deducted from the balance.

5. Redeeming Unspent Funds After Card Validity Period Ends

5.1 The entire value of the Gift Card should be used before the end of the Card Validity Period (which shall occur 12 months counted as from the date of purchase). Upon the Expiry Date, the Gift Card will become invalid for use. After expiry, the Gift Card will be invalid, not able to be reactivated and all amounts remaining on the Gift Card will be deducted therefrom. If you contact us before the expiry of the gift card to reactivate your card, and provided your Gift Card holds funds of at least AED 26.25, you will be provided with a new Gift Card and your funds will be transferred to the new Gift Card with a deduction of AED 26.25 which shall be charged as a Replacement and a Reactivation Fee. Such fee shall only be charged once, at the time your new replacement Gift Card is supplied. Unless otherwise specifically stated in the User Guide, the Available Funds in the Card will not be refunded to you in any form whatsoever. The funds representing the Available Funds in the Card can be accessed by you only by performing a Transaction during the Card validity period

6. Actions and Changes by Us

6.1 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 Gift Cards. These

may include (but are not restricted to):

- Making changes to these Terms and Conditions;
- Cancelling the Gift Card and refunding any balance due;
- Declining to authorize transactions;
- Suspending or restricting all or part of the operation of the Gift Card and the security code; - Instructing a merchant to retain the Gift Card.

6.2 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).

6.3 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 6.

7. Ownership/ Return/Cancellation/ Deactivation of the Najm Gift Card

7.1 We retain ownership of the Najm Gift Card at all times. A Gift 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 6 above.

7.2 You are not entitled to cancel the Gift Card under any circumstances.

7.3 We may decide to cancel this Gift Card at any time without informing you in advance. If we do, we will refund you any remaining balance stored on your Gift Card in any manner as we may specify. Your Gift Card will also be cancelled when you have used up all the value stored on your Gift Card or your right to redeem any unspent funds has expired (see summary box included herein). In any such events, you will not be entitled to claim for compensation against us.

8. Using Information About You

8.1 You irrevocably authorize and permit the Issuer to disclose and furnish to the Issuer'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 Gift Card governed by these Terms and Conditions.

8.2 Unless you expressly instruct us to the contrary by emailing us at cardsupport@maf.co.ae or calling us on 00 971 4 293 5814 with your name and Gift Card number, we shall be at liberty to share the necessary information relating to you with selected Gift Card brand partners with whom we have entered formal agreements, for the purpose of cross selling and marketing of goods and services to you, 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).

9. Telephone calls

Calls to and from us may be monitored and/or recorded.

10. Currency Conversion

Transactions in currencies other UAE Dirhams will be converted to UAE Dirhams 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 Gift Card, and will include a Currency Conversion Fee as stated in the summary box included herein.

11. Liability and Error Resolution Procedures

- 11.1 You agree that we have no obligation to monitor, review or evaluate the legality of your Gift Card transactions. We are not liable for any prohibited use or misuse of the Gift Card whatsoever. Furthermore, you acknowledge that the Gift Card may not be used to purchase goods or services that are illegal or a retailer is not permitted to supply to you and that it is your responsibility to determine the legality of each transaction.
- 11.2 We are not liable for any failed transaction if you do not have sufficient funds stored on your Gift 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.
- 11.3 If there is a discrepancy, complaint or dispute relating to the goods or services purchased with a Gift 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 Gift Card account, contact us immediately on 00 971 4 293 5814.
- 11.4 If you have any complaints or queries relating to the use of your Gift Card, please contact us either in writing at cardsupport@maf.co.ae or by telephone on 00 971 4 293 5814.

12. 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.

13. 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 unappeasable 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.

14. Assignment

We may assign any or transfer all of our rights and obligations hereunder to any third party as we freely deem fit.

15. 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.

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

Limits	The card must be loaded with a value of between AED100.00 and AED3500.00 (retailer may require credit to be in increments of AED50.00) and cannot be re-loaded after initial purchase.
Replacement Fees	AED 26.25
Balance Enquiry	You can obtain the up-to-date balance of your card by calling 00 971 4 293 5814 or visiting www.maffinance.com / www.premogiftcards.com and following the links to Cardholder Login.
Currency Conversion Fee	3.5%
Funds Transfer through Digital Wallet	3% per transaction
Password Replacement	Free when provided from call centre where user can access internet to select new password. Otherwise, a fee equivalent to the Replacement Fee applies.
Redeeming Unspent Funds after Card Validity Period ends	The entire value of the Gift Card should be used before the end of the Card Validity Period (which shall occur 12 months counted as from the date of purchase). Upon the Expiry Date, the Gift Card will become invalid for use. After expiry, the Gift Card will be invalid, not able to be reactivated and all amounts remaining on the Gift Card will be deducted therefrom. If you contact us before the expiry of the gift card to reactivate your card, and provided your Gift Card holds funds of at least AED 26.25, you will be provided with a new Gift Card and your funds will be transferred to the new Gift Card with a deduction of AED 26.25 which shall be charged as a Replacement and a Reactivation Fee. Such fee shall only be charged once, at the time your new replacement Gift Card is supplied. Unless otherwise specifically stated in the User Guide, the Available Funds in the Card will not be refunded to you in any form whatsoever. The funds representing the Available Funds in the Card can be accessed by you only by performing a Transaction during the Card validity period.