

TERMS AND CONDITIONS

NAJM INTERNET PREPAID 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” means Majid Al Futtaim Finance LLC. “You” or “your” means the person who has purchased

(The “user”) a Pre-paid Najm Internet Visa Card (the “My Net Card”).

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

2. Najm Internet Card Information

2.1 The Najm Internet Card is a prepaid, NON-reloadable stored value card (except as described in clause 2.5 below) and should be treated just like cash in a wallet or purse. Unless the Najm Internet Card is registered on www.maffinance.com (the “website”) by following the procedure set out in clause 3, it cannot be replaced if lost, damaged or stolen. If the Najm Internet Card is not registered and you lose the Najm Internet Card or it is stolen, you will lose any funds held on the Najm Internet Card just as if you lost your wallet or purse. (Subject to clause 4 below.)

2.2 The Najm Internet Card is not a debit, credit or charge card. It cannot be used to obtain cash via any ATM machine or over any counter (without prejudice to clause 5 “Redeeming Unspent Funds”). It can only be used on the internet at sites that accept Visa. There is no credit line associated with the Najm Internet Card. Najm Internet Card is available for purchase at certain retailers as listed on the website. We will not be liable if you cannot purchase your Najm Internet Card at a specified location.

2.3 The PIN found in the Najm Internet Card pack is used to obtain information on-line or by telephone and to register online. You are required to keep the Najm Internet 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 Najm Internet Card is United Arab Emirates Dirhams (AED). Transactions in currencies other than AED will be converted to AED according to clause 10 below.

2.5 It is expected that the Najm Internet Card may be used on-line anywhere Visa cards are usually accepted; but we will not be liable if you cannot use the Najm Internet Card with any retailer online and we will not be liable in any way for goods and/or services purchased from any online retailer using the My Net Card. Additionally, we cannot guarantee that the online retailers who have agreed to accept the My Net Card will continue to accept the Najm Internet Card.

2.6 The Najm Internet Card will be valid for 12 months from the day it is first loaded (the “Card Validity Period”). After the Card Validity Period ends, the Najm Internet 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 Najm Internet Card is for the Issuer’s stock control purposes only. Users need to use the “Good Thru” as the expiry date on the front of the Najm Internet Card for online purchases. Please note that, in some cases, card loads may take up to 36 hours from the date of purchase to be credited on the Najm Internet Card, depending on the retail network used to purchase such credit.

3. Using the Najm Internet Card

3.1 Login to prepaid.maffinance.com using your card number and the PIN found inside the pack and follow the prompts to select your own PIN. You can now use your own PIN to login to prepaid.maffinance.com to get balance or statement information. You must store the PIN securely.

3.2 To use the card for online purchases you must register your card with your name and address by logging onto prepaid.maffinance.com and following the links to Update Profile. You may at any time update your personal information by visiting prepaid.maffinance.com.

3.3 The user is responsible for keeping track of the available balance on the Najm Internet Card. To check your balance at any time or review your previous transactions, you can visit prepaid.maffinance.com and follow the links to Cardholder Login. Sign in using your 16 digit card number and the password you chose (in accordance with clause 3.1). You can also check your balance by calling the automated customer support line on 009714 293 5814 (fees apply) 24 hours a day and 7 days a week.

3.4 At the time of each transaction, there must be enough value stored on the Najm Internet Card to pay for the transaction and any fees applicable to the transaction. Transactions that exceed the remaining My Net Card balance are prohibited and will be declined at the online site.

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

a - Enter your card number and details at a participating online retailer; or

b - Give a participating retailer details of the Najm Internet Card and authorize the transaction in some other way approved by that retailer.

3.6 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 Najm Internet Card by an amount equivalent to the purchase price of the goods or services obtained.

4. Loss, Theft, Damage, Misuse

If your Najm Internet Card is lost, stolen, damaged or misused, contact us immediately on 00 971 4 205 4000 (available 24 hours a day, 7 days per week) with your card number and password to stop your card.

Subject to clause 2.1, we will work on your request and cancel your Najm Internet Card, and if the Najm Internet Card holds funds of up to at least AED 25 (plus applicable courier delivery charges), we will replace it with a new Najm Internet Card. Any balance then remaining will be transferred to the new Najm Internet Card, but you may be liable for transactions you did not give authority incurred before you reported your card as lost or stolen to us. We will reissue a Najm Internet 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 Najm Internet Card Replacement Fee of AED 21 plus applicable courier delivery charges will be deducted from the balance.

5. Redeeming Unspent Funds

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 21, 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 21 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. Such requests can be made by email at cardsupport@maf.co.ae or by calling us on 00 971 4 293 5814.

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 Najm Internet Card. These may include (but are not restricted to):

- Cancelling the Najm Internet Card and refunding any balance due;
- Declining to authorize transactions;
- Suspending or restricting all or part of the operation of the Najm Internet Card and/or the password.

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 Internet Card

7.1 We retain ownership of the My Net Card at all times. A Najm Internet 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 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.

7.3 Under the circumstances set out in clause 7.2 or other circumstances as determined by the Issuer in its sole determination, we may decide to cancel or deactivate your Najm Internet Card at any time without informing you in advance. If we do, we will refund you any remaining balance stored on your Najm Internet Card in any manner as we may specify. Your Najm Internet Card will also be cancelled when the Card Validity Period ends on your Najm Internet Card. 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 Najm Internet 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 Najm Internet Card number, we shall be at liberty to share the necessary information relating to you with selected Najm Internet Card brand partners with whom we have entered formal agreements, for the purpose of cross selling and marketing of goods and services to you.

8.3 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).

9. Telephone Calls

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

10. Currency Conversion

Transactions in currencies other 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 Najm Internet Card, and will include a Currency Conversion Fee of 3.5 % on total transaction amount.

11. Liability and Error Resolution Procedures

11.1 You agree that we have no obligation to monitor, review or evaluate the legality of your Najm Internet Card transactions. We are not liable for any prohibited use or misuse of the Najm Internet Card whatsoever. Furthermore, you acknowledge that the Najm Internet 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 such retailer is not licensed to sell such products), and that 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 Najm Internet 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 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.

11.4 If there is a discrepancy, complaint or dispute relating to the goods or services purchased with a Najm Internet 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 or questions on your Najm Internet Card account, contact us immediately on 00 971 4 293 5814 or email us at us at cardsupport@maf.ae. For us to consider your discrepancy, complaint or dispute you must complete and send us a written form to us at cardsupport@maf.co.ae no later than 30 days after the disputed transaction occurred, or we will be unable to investigate your claim in which case you will be liable for the transactions.

You may download the form from the website or you can request a copy by emailing us at us at cardsupport@maf.co.ae and it will be emailed to you. In addition, you undertake to take all necessary steps to assist us in our investigations. The investigation of the disputed transaction may take up to 90 days, depending on the type of transaction. We are not responsible for investigating any loss if you do not inform us to reverse a transaction within the applicable time limit and in accordance with the procedure set out in this paragraph.

11.5 If you have any complaints or queries relating to the use of your Najm Internet 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 un appealable 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.

Summary box

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

Limits		
	Limits	Limits AED
	Maximum load allowed (No reload/recharge)	3,500
	Maximum balance at any time	3,500
We may lower the limits specified above for some or all of the users in our sole discretion.		
Fees		
	Limits / Card Pack Sale and Load Fee	Limits / Fees AED
	Card Pack Sale (includes Initial Load)	10.00
	Balance Inquiry/ Web Statement	FREE
	Balance Inquiry by Phone	FREE
	Online Purchase (over AED30)	FREE
	Online Purchase (under AED30)	1.05
	Monthly Inactivity Fee (after 6 months of no activity)	10.5
Replacement Fee for lost/stolen card and Card Renewal	AED 21.00	
Foreign Currency Surcharge	3.5%	
Funds Transfer through Digital Wallet	3% of the transaction amount	
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. Balance inquiry on the phone is free and free on the website.	
Password Replacement	Free when provided from Call Centre where user can access the online account to select new PIN. 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 21, 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 21 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.	
Security Check	AED 200.00 (If user claims card fraud but verification fails)	

Security Check	AED 20.00 (if user claims fraud and security check verification supports this). Charge is interbank fees for validation.
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