

## 1 INTRODUCTION

1.1 These Terms and Conditions (referred to hereinafter as T&C or Agreement) govern the use of the Gulf International Bank – Saudi Arabia Loyalty Program, the collection of rewards points, the membership of the Gulf International Bank – Saudi Arabia Loyalty Program and the use of Gulf International Bank – Saudi Arabia website.

1.2 By accessing and/or using any page of the Website and the services they offer, Member declares that Member read, understood, and accepted the following terms, conditions, and disclaimers in full and hereby agrees to comply with and be bound by them. These T&C may be changed or updated occasionally; therefore Members are encouraged to frequently visit these sections in order to be updated about the changes made. Modifications will be effective on the day they are posted.

## 2 DEFINITIONS

For the purpose of these T&C, the following terms shall have the following meaning:

**2.1 Gulf International Bank – Saudi Arabia Loyalty Program** – means the loyalty program run by Gulf International Bank – Saudi Arabia pursuant to which Member earns rewards points by performing Transactions through his Gulf International Bank – Saudi Arabia Products and Services and then redeeming the earned points for Rewards.

**2.2 ajeeb Points** – means the common loyalty currency points earned by a Member under the Gulf International Bank – Saudi Arabia loyalty program and credited to a Member’s account. These points can be redeemed at the Gulf International Bank – Saudi Arabia online catalog available on the Gulf International Bank – Saudi Arabia website, at ajeeb Points Program Partners or through the ajeeb Points Network.

**2.3 ajeeb Points Network** – means the network loyalty program consisting of businesses where ajeeb Points can be earned or redeemed.

**2.4 ajeeb Points Network Partner** – means any business participating in the ajeeb Points Network and offers ajeeb Points to Members.

**2.5 Member** – means the person who is a member of the Gulf International Bank – Saudi Arabia Loyalty Program and the ajeeb Points Program whose name is registered against the Membership Number.

**2.6 Membership Number** – means the membership number allocated to a Member in accordance with these T&C.

**2.7 Member Loyalty Account** – an account number that is set up under one Membership Number and which is used by Member within the Gulf International Bank – Saudi Arabia Loyalty Program to earn and redeem points.

**2.8 PIN Code** – a four-digit number sent to Member at the time of enrollment and used for redemption purposes.

**2.9 Gulf International Bank – Saudi Arabia Products and Services** – shall mean credit cards that are offered by Gulf International Bank – Saudi Arabia and that Member make use of.

**2.10 Transactions** – mean the transactions that are performed by Member through using his Gulf International Bank – Saudi Arabia Products and Services.

**2.11 Reward(s)** – goods or services supplied, by or on behalf of Gulf International Bank – Saudi Arabia Loyalty Program, upon redemption by a Member of an appropriate number of points or, where permitted, a combination of cash and points.

**2.12 Reward Points** – the points awarded through the Gulf International Bank – Saudi Arabia Loyalty Program and which are issued as ajeeb Points.

**2.13 Suppliers and/or Merchants** – means third party vendors through whom Rewards are procured and delivered.

**2.14 Website** – mean the pages and the screens applicable to the Gulf International Bank – Saudi Arabia Loyalty Program available at <https://rewards.meem.com>

## 3 Gulf International Bank – Saudi Arabia LOYALTY PROGRAM MEMBERS

3.1 The Members in Gulf International Bank – Saudi Arabia Loyalty Program are the individuals enrolled in said program.

3.2 Enrollment in Gulf International Bank – Saudi Arabia Loyalty Program is free of charge and automatic.

3.3 Member will earn, accumulate and redeem Reward Points through the methods stated herein.

3.4 Gulf International Bank – Saudi Arabia will set up a Member Loyalty Account to record Reward Points earned or redeemed by the Member. Reward Points can only be redeemed once the Account is activated by using the PIN at Program Partner locations or by entering it online on the Website.

3.5 By becoming a Member in the Gulf International Bank – Saudi Arabia Loyalty Program, Member enrolls automatically in the ajeeb Points Program. The ajeeb Points Program will be subject to its own Member terms. Please visit the ajeeb Points website on <https://rewards.meem.com> for further details.

#### 4 POINTS COLLECTION

4.1 Member will earn Reward Points relative to the Transactions made through the Gulf International Bank – Saudi Arabia Products and Services. The number of Reward Points a Member may earn is determined according to Member's use of said products and services and in accordance with Gulf International Bank – Saudi Arabia terms that regulate the Gulf International Bank – Saudi Arabia Products and Services, such as:

| Domestic Spend           | Int'l Spend              | Supermarket              | Fuel                     | Ecommerce                |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Pts earned per \$1 Spend | Pts earned per \$1 Spend | Pts earned per \$1 Spend | Pts earned per \$1 Spend | Pts earned per \$1 Spend |
| 1                        | 1.5                      | 1.5                      | 1                        | 1.5                      |

4.2 Additionally, Reward Points can be collected at any ajeeb Points participating partner.

4.3 Reward Points cannot be redeemed until credited to the Member's Loyalty Account.

4.4 Rewards Points are usually posted within a 24-hour period, however, at times it may take up to 2 or 3 business days to be credited.

4.5 Reward Points can be transferred to another Member Loyalty Account. The transfer will be subject to a transfer fee equivalent to 5% of the amount of the Reward points transferred or 100 (one hundred) Reward Points, whichever is greater.

4.6 Reward Points can only be earned, held, transferred or redeemed as set out in these T&C. Any other use, award, sale, exchange or transfer of Reward Points, or attempt to do so, is a serious breach of these T&C. Any Reward Points not earned and held in accordance with these T&C will be invalid and cannot be redeemed for Rewards. Any such Reward Points on a Member Loyalty Account will be deducted and, if they are redeemed, we will cancel the relevant Rewards. Reward Points have no cash value.

4.7 A Member who continues to collect Reward Points will get regular statements of his position including the Reward Points collected and redeemed by such Member on their Loyalty Account. Account information is also available on the Gulf International Bank – Saudi Arabia website.

#### 5 REDEMPTION AND REWARDS

5.1 All Rewards are subject to availability and stocks may be limited. These transactions and all Rewards are subject to applicable terms and conditions (including booking requirements, cancellation restrictions, return conditions, warranties and limitations of liability) of the Reward's suppliers and/or Merchants.

5.2 The number of Reward Points required to redeem any Reward can be found on the Gulf International Bank – Saudi Arabia website and may change without prior notice.

5.3 At the time of requesting the reward, Member's current Reward Points balance must be at least equal to the total Reward Points value that the Reward Member is requesting. Reward offers cannot be used in conjunction with any other Reward offers unless otherwise stated.

5.4 Once a Reward has been delivered or picked up, it cannot be returned or exchanged for Reward points or other Rewards.

5.5 If the Reward is faulty, the Supplier's warranty will apply and the Member must revert to the supplier for support and assistance.

5.6 If a product is out of stock, we will suggest a replacement and it is the Member's decision to accept or refuse the replacement. Where a replacement is not taken then the Reward Points will be credited back into Member's account within 10 working days after notifying us.

5.7 Some Rewards may differ slightly from the image shown on the Website.

5.8 Rewards redeemed through the website will be delivered directly to the address provided within three and/or up to ten working days.

5.9 Rewards which are not claimed within six months after the date of redemption, will expire if the Member is not reachable on the address provided through the website.

## **6 OTHER REDEMPTION TERMS**

6.1 Gulf International Bank – Saudi Arabia cannot be held liable for any loss, theft, damage or unauthorized use of Member's PIN Code, or Reward, whether in the course of delivery or otherwise.

6.2 All conditions and warranties, whether expressed or implied and whether arising under legislation or otherwise, as to the condition, suitability, quality, fitness or safety of any Reward supplied are expressly excluded to the full extent permitted by law. Any liability that cannot be fully excluded is limited, where permitted, to replacing, repairing or crediting the value of the Reward at our discretion.

6.3 A Member must enter his/her personal PIN Code when conducting a redemption transaction in the Gulf International Bank – Saudi Arabia Loyalty Program. Additional security questions might be asked by the Gulf International Bank – Saudi Arabia staff.

6.4 It is the Member's responsibility to ensure the PIN Code is not compromised, shared with anyone, or mishandled. Any loss resulting from the unauthorized use of the Member's PIN code is the Member's responsibility alone.

## **7 OTHER GENERAL TERMS**

7.1 Reward Points have a three-year expiry date. They will be lost if expired. Additionally, they will be lost if the relevant Member's Account is closed or the Gulf International Bank – Saudi Arabia Loyalty Program ends.

7.2 Redeemed Reward Points cannot be used again. If a transaction on which Reward Points are issued or redeemed is cancelled, reversed or not completed, Gulf International Bank – Saudi Arabia will reverse the associated Reward Points movement. If insufficient Reward Points are available, or we suspect fraud or misconduct, Rewards may be refused or cancelled.

7.3 Member is responsible for the security of his/her Member Account. If a PIN code is lost or the holder thinks an unauthorized person has become aware of any security code, password or account number, they should contact Gulf International Bank – Saudi Arabia Call Center at +966 920026336 immediately and/or change the PIN through the Website. Gulf International Bank – Saudi Arabia cannot be responsible for any unauthorized use of Reward Points.

7.4 Gulf International Bank – Saudi Arabia reverses the right to close any member loyalty account on the basis of breach of credit card T&Cs and/or if the customer becomes delinquent. Gulf International Bank – Saudi Arabia may also, on notifying the Member, immediately suspend or terminate the rights of any Member and/or close any relevant Member Account, if they breach these T&C, if we reasonably believe that they have dealt with Reward Points in a manner not permitted by these T&C, if there is any theft from or misconduct in connection with the Gulf International Bank – Saudi Arabia Loyalty Program, if

they supply false or misleading information to us or if they are abusive or offensive to any member of our staff. A Member can close his/her Loyalty Account at any time by notifying us. If a Member Loyalty Account is closed, Member's rights to redeem Reward Points from that Account are lost.

7.5 Gulf International Bank – Saudi Arabia may make changes to these T&C without prior notice. Earning or redeeming Reward Points on a Member Loyalty Account will constitute acceptance of the revised T&C. We may suspend or terminate the Gulf International Bank – Saudi Arabia Loyalty Program but will give as much notice as we reasonably can before we do so. If this happens, all Member Accounts will be suspended or terminated.

7.6 We will only be liable to a Member who suffers loss as a result of our breach of these T&C and, if so, our sole liability will be to credit to the relevant Member Account any Reward Points which have been wrongly deducted or should have been credited but were not. These T&C prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.

7.7 Member can contact us by calling the Gulf International Bank – Saudi Arabia Call center or sending us an email to <sa@meem.com >. We may record calls to check the quality of our services or for training, audit or security purposes.

## **8 WEBSITE TERMS OF USE**

8.1 The Website Terms of Use shall set out the legal conditions related to the Member's use of and access to the Website. By checking any acceptance boxes, clicking any acceptance buttons, submitting any text or content or simply by making any use of the Website, Member (a) accepts these terms and agrees to be bound by each of them, and (b) represents and warrants to Gulf International Bank – Saudi Arabia that (i) Member is at least XX years of age and have the authority to accept these terms (either on Member's own behalf or by having a parent or legal guardian agree to the terms set forth herein on Member's behalf), (ii) these terms are binding and enforceable against Member, (iii) to the extent an individual is accepting these terms on behalf of an entity, such individual has the right and authority to agree to all of the terms set forth herein on behalf of such entity, and (iv) Member has read and understood Gulf International Bank – Saudi Arabia Privacy Policy.

8.2 The purpose of the Website Terms of Use is to set forth the terms and conditions under which, among other things, (i) Gulf International Bank – Saudi Arabia will license to the Member the use of certain of Gulf International Bank – Saudi Arabia 's technology, software and/or services such that Member can utilize the website through Member's mobile device, and (ii) Member can access and/or use the Website. As stipulated elsewhere herein, Gulf International Bank – Saudi Arabia do not exert any control over any Program Partner and Supplier, and as such is not liable or responsible for any actions taken or omitted to be taken by any such third party.

8.3 Gulf International Bank – Saudi Arabia hereby grants Member a non-transferable, non-exclusive, revocable, limited license to access and use Gulf International Bank – Saudi Arabia 's Website solely for the purpose outlined before. Gulf International Bank – Saudi Arabia may, from time to time, update or modify the Website, release new versions of the Website or create new modules related thereto, each of which may, at Gulf International Bank – Saudi Arabia 's discretion, be included within the license described above. Member shall not be permitted to sublicense or transfer any of Member's rights hereunder including, without limitation, access to the Website.

8.4 Member shall not directly or indirectly copy or reproduce all or any part of the Website whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization. Member shall use the Website solely for its intended purposes and shall not use the Website for the benefit of any third party except as specifically contemplated under these T&C. Member shall not use the Website to post, transmit, convey, submit, distribute, store or destroy any content, photographs, descriptions, drawings, content, audio materials, text, messages or other information (collectively, "Posted Information"): (a) in violation of any applicable law, statute, ordinance or regulation. (b) in a manner that will infringe the intellectual property rights of others. (c) that is defamatory, obscene or trade libelous. (d) that contains any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. (e) that is false, misleading or inaccurate in any way. or (f) in violation of the any acceptable use policy or other policy posted at the Website from time to time. Member shall not violate or attempt to violate the security of the Website. Member shall not reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the Website, including, without limitation, any of the software comprising or in any way making up a part of the Website. In addition, Member will not export, re-export or permit any third party to export or re-export, directly or indirectly, the Website where such export or re-export is prohibited by applicable law without appropriate licenses and clearances.

Member shall defend and indemnify Gulf International Bank – Saudi Arabia, at Member’s sole cost and expense, from and against any claims, damages, liabilities and/or expenses arising out of Member’s breach of any of Member’s obligations or representations set forth in this section.

8.5 Member shall be solely responsible for: (i) all Posted Information Member input into the Website. (ii) ensuring that all Posted Information is appropriate in tone and is accurate. (iii) complying with all applicable laws, rules and regulations at all times. (iv) maintaining all passwords and access codes to the Website, and refraining from sharing or otherwise permitting third parties to use any such passwords and/or access codes to access the Website.

8.6 Gulf International Bank – Saudi Arabia shall be entitled, at its sole discretion, to suspend, restrict and/or terminate, without notice of any kind, Member’s access to the Website or Member’s Loyalty Account for any reason. Notwithstanding the foregoing, Gulf International Bank – Saudi Arabia shall not be required to review or monitor any Posted Information entered into the Website or otherwise submitted by Member, and Member shall be solely responsible for the veracity and accuracy of all such data, content and information.

8.7 Gulf International Bank – Saudi Arabia does not currently charge its Members to access and use the Website, however Gulf International Bank – Saudi Arabia may, at any point and in its discretion, elect to begin charging fees for use of various portions of the Website and/or for different levels of subscription or account.

8.8 Access to the Website will end if (i) Member and/or Gulf International Bank – Saudi Arabia provide written or electronic notice of termination (at which point Member shall no longer be entitled to access or use the Website), or (ii) Gulf International Bank – Saudi Arabia elects to terminate Member’s access to the Website, with or without notice. For purposes of clarity, Member is entitled to terminate Member’s Loyalty account at any time. Upon termination of the Loyalty Account for any reason, Member shall no longer be entitled to access or use the Website or any other non-public portions of the Website. In addition to the foregoing, in the event that Gulf International Bank – Saudi Arabia determines, in its sole and absolute discretion, that Member have breached the T&C, threatened to breach the T&C, committed any fraud or deception, breached any Gulf International Bank – Saudi Arabia policy in effect from time to time or otherwise failed to perform to the standards required of Gulf International Bank – Saudi Arabia, Gulf International Bank – Saudi Arabia shall be entitled, at its discretion and in addition to any other remedies it may have hereunder and/or at law, to terminate, cancel or suspend Member’s access to the Website, in each of the foregoing cases at any time and for any period of time. Gulf International Bank – Saudi Arabia shall not be responsible for the return of any Posted Information of any kind to Member upon any termination or suspension of Member’s access to the Website, including without limitation any information input into the Website by Member.

8.9 All trademarks, patents, copyrights and other intellectual property rights owned by Gulf International Bank – Saudi Arabia and/or the Member on the date hereof shall continue to be owned solely by each of them, and except as set forth herein, nothing in these T&C shall be deemed to confer any rights to any such intellectual property on the other. Member acknowledges and agrees that the applicable supplier(s) of any third party software included within the Website shall own all worldwide rights, title and interest in and to such third party software (and any intellectual property rights therein), subject to such suppliers’ license, if any, of such third party software to Gulf International Bank – Saudi Arabia.

8.10 In exchange for Member’s use of the Website, Member hereby grants to Gulf International Bank – Saudi Arabia an unlimited, perpetual, irrevocable, fully-paid, transferable, assignable, sub-licensable, worldwide license to use, reproduce, modify, publish, edit, translate, distribute, commercially exploit, repurpose, perform and display any and all Posted Information Member posts to the Website, or submits to Gulf International Bank – Saudi Arabia, alone or as part of other works in any form, media or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sub-licensees, in connection with Gulf International Bank – Saudi Arabia performing the services described herein.

8.11 Finally, Member irrevocably waives, and cause to be waived, against Gulf International Bank – Saudi Arabia and its Members any claims and assertions of moral rights or attribution with respect to Member’s Posted Information. Gulf International Bank – Saudi Arabia shall be entitled to display advertising and/or any other content at locations of its choosing within the Website, including without limitation adjacent to Member’s Posted Information.

## **9 CONFIDENTIALITY TERMS**

9.1 Member agrees to treat as confidential all confidential information of Gulf International Bank – Saudi Arabia, not to use such confidential information for any purpose other than to the limited extent necessary to use the Website and not to disclose such confidential information to any third party except as may be reasonably required pursuant to these T&C and subject to

confidentiality obligations at least as protective as those set forth herein. Without limiting the generality of the foregoing, Member shall use at least the same degree of care which Member uses to prevent the disclosure of Member's own confidential information of like importance to prevent the disclosure of confidential information disclosed by Gulf International Bank – Saudi Arabia, provided, however, that in no event shall such degree of care be less than reasonable in light of general industry practice.

## **10 WARRANTY, DISCLAIMERS AND LIMITATION OF LIABILITY**

10.1 Except as explicitly set forth herein, neither Gulf International Bank – Saudi Arabia its affiliates or any of any such party's equity holders, directors, officers, employees, agents, suppliers, licensors nor the like, makes any warranties of any kind, either expressed or implied, including, without limitation, (a) warranties of merchantability or fitness for a particular purpose, (b) that the Website will be error-free, (c) as to a minimum level of uptime for the Website, or (d) as to the results that may be obtained by Member by accepting these T&C and/or using the Website. Member agrees and acknowledges that the Website are licensed and/or provided hereunder on an "as is" basis. In addition, Member hereby agrees and acknowledges that: (i) Gulf International Bank – Saudi Arabia shall not be responsible for any actions taken by any other party using the Website or reviewing any of Member's Posted Information. (ii) Gulf International Bank – Saudi Arabia does not recommend or endorse any third parties hereunder, and makes no representations or warranties whatsoever regarding any such third party. (iii) Gulf International Bank – Saudi Arabia is not a party to any transaction between Member and any Program Partner, Supplier, or business with which Gulf International Bank – Saudi Arabia has a business relationship, and as such, any disputes regarding purchases, rewards and/or any other aspect of any transaction or other commercial dealings is solely between Member and such third party. (iv) Gulf International Bank – Saudi Arabia is not responsible for any other party's compliance with applicable laws, rules or regulations. (v) Gulf International Bank – Saudi Arabia shall not, under any set of circumstances, be responsible or liable for any content, text, photographs and/or other Posted Information, including any Posted Information which may violate applicable law and/or a third party's intellectual property rights. and (vii) the Website may not function properly or as intended at times.

10.2 Member is responsible, at Member's sole cost and expense, for providing all equipment necessary to access the Internet, and the Website. While it is Gulf International Bank – Saudi Arabia objective to make the Website accessible at all times, the Website may be unavailable from time to time for any reason including, without limitation, routine maintenance. In addition, various portions of the Website may operate slowly from time to time. Member understands and acknowledges that due to circumstances both within and outside the control of Gulf International Bank – Saudi Arabia access to the Website may be interrupted, suspended or terminated from time to time. In particular, and not in limitation of the foregoing, Gulf International Bank – Saudi Arabia shall not be liable in any way for any delay in responding to an inquiry or question forwarded by Member or the effects any delay or unavailability may have on Member.

10.3 MEMBER AGREES THAT Gulf International Bank – Saudi Arabia SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ANY SUCH INTERRUPTION, SUSPENSION OR TERMINATION OF THE WEBSITE AND THAT MEMBER SHALL PUT IN PLACE CONTINGENCY PLANS TO ACCOUNT FOR SUCH PERIODIC INTERRUPTIONS OR SUSPENSIONS OF THE WEBSITE.

10.4 Gulf International Bank – Saudi Arabia SHALL NOT, UNDER ANY SET OF CIRCUMSTANCES, BE LIABLE TO MEMBER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, ARISING OUT OF ACCEPTING THESE TERMS OR MEMBER'S USE OF THE WEBSITE, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.5 Gulf International Bank – Saudi Arabia shall not be liable to Member for failure or delay in performing any obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control.

## **11 NOTICE**

11.1 Except where explicitly provided otherwise herein, any notice required or permitted hereunder will be delivered to the Gulf International Bank – Saudi Arabia as follows (with notice deemed given as indicated): (i) by personal delivery when delivered personally; (ii) by established overnight courier upon written verification of receipt; (iii) by facsimile transmission when receipt is confirmed orally; (iv) by certified or registered mail, return receipt requested, upon verification of receipt; or (v) by electronic delivery when receipt is confirmed orally.

## **12 ASSIGNMENT**

12.1 Member may not, without the prior written consent of Gulf International Bank – Saudi Arabia, assign the Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so will be a material default of the Agreement and will be void; provided, however, that in the event of a sale of substantially all of your assets or equity to a third party or any merger of your entity with an into a third party, this Agreement shall be deemed, without any further action on the part of any party, to automatically be assigned to and assumed by the acquirer in such transaction and as such, shall be binding on such acquirer. The Agreement will be binding upon and will inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives, heirs and assigns.

### **13 NO THIRD PARTY BENEFICIARIES**

13.1 The Agreement is solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person or entity.

### **14 AMENDMENT; WAIVER**

14.1 This Agreement may be changed by Gulf International Bank – Saudi Arabia upon posting an updated version of the Agreement at Gulf International Bank – Saudi Arabia’s website and/or within the applicable Gulf International Bank – Saudi Arabia Loyalty Program, any such change to become effective 10 business days after posting such updated version of the Agreement as described above. The failure of either party to exercise or enforce any of its rights under the Agreement will not act as a waiver of subsequent breaches and the waiver of any breach will not act as a waiver of subsequent breaches.

### **15 SEVERABILITY**

15.1 If any provision of the Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law and the other provisions of the Agreement will remain in full force and effect.

### **16 FORCE MAJEURE**

16.1 Neither party shall be liable to the other if such party is prevented from performing any of its obligations under the Agreement (excluding fee payment obligations) due to any cause beyond the party’s reasonable control including, without limitation, an act of God, fire, flood, explosion, terrorism, war, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, or acts of vandals, or hackers. The time for that party’s performance will be extended for the period of the delay or failure to perform due to such occurrence, except that you will not be excused from the payment of any sums of money owed by you to Gulf International Bank – Saudi Arabia provided prior to the force majeure event.

### **17 INDEPENDENT CONTRACTOR**

17.1 The Agreement will not be construed as creating or constituting a partnership, joint venture, or agency relationship between the parties. Neither party will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent.

### **18 COMPLIANCE WITH LAWS**

18.1 Each party will comply with all applicable laws, regulations, and ordinances relating to their performance hereunder.

18.2 This Agreement shall be governed and construed in accordance with the laws of the Kingdom of Saudi Arabia and in accordance with the principles of Shariah. If the matter cannot be amicably resolved, proceedings may be brought before the SAMA Committee for the Settlement of Banking Disputes.

### **19 ENTIRE AGREEMENT**

19.1 The Agreement constitutes the entire agreement between Gulf International Bank – Saudi Arabia and the Member with respect to the subject matter hereof and all prior oral or written agreements, representations or statements with respect to such subject matter are superseded hereby.

### **20 TERMINATION**

Gulf International Bank – Saudi Arabia may terminate the Gulf International Bank – Saudi Arabia Loyalty Program at any time and for any reason without a prior notice. T&Cs shall remain in full force and effect unless and until it is terminated by Gulf International Bank – Saudi Arabia. Without limiting the foregoing, this Agreement may be terminated if Member breaches any term of this Agreement, if Member uses the Gulf International Bank – Saudi Arabia Loyalty Program for any unauthorized or illegal purposes or Member uses Gulf International Bank – Saudi Arabia Loyalty Program in a manner inconsistent with the T&Cs.

## **21 PRIVACY**

Member information held by Gulf International Bank – Saudi Arabia includes the information which a Member or a ajeeb Points Network Partner provides to Gulf International Bank – Saudi Arabia, such as: a. Names; b. Addresses; c. Contact numbers d. Date of birth; and e. Transaction details including ajeeb Points accrual and reward transactions relating to Gulf International Bank – Saudi Arabia. This may be used by by Gulf International Bank – Saudi Arabia in the following circumstances:

- i. May be disclosed if required only by related laws, regulations, and SAMA's directives;
- ii. May be used by Gulf International Bank – Saudi Arabia to send you communications about promotions, services, products and facilities offered by Gulf International Bank – Saudi Arabia;
- iii. May be used to develop new services without disclosing the information to any third party;
- iv. May be used for accounting and audit purposes (including fraud auditing);
- v. May be used for credit checking and credit scoring;
- vi. May be used for marketing and market research purposes; and
- vii. May otherwise be used in a manner which a Member may authorize from time to time.

The consent given by a Member will continue in effect unless and until the Member withdraws the consent by notice in writing to the Gulf International Bank – Saudi Arabia Contact Centre. Withdrawal of consent may mean that certain services may no longer be provided to the Member.

A Member may obtain a copy of his or her Member information upon making a written request and upon paying Gulf International Bank – Saudi Arabia's reasonable actual costs (if any) of providing that Member information. The Member may request Gulf International Bank – Saudi Arabia to correct or delete any item of the Member information which is not accurate, complete or up-to-date at no charge to the Member.