

1. The “Cardholder” would be earning ‘sMiles’ (reward point currency on the Card) against retail spend done on the Card. Retail spend is referred to international and local retail transactions. sMiles would not be earned against cash transactions or balance transfer or any other such Finance Charges on the Card, or on Charities, Utilities and Government Related Purchases. On Supermarket, Education and Fuel related transactions, 0.75 sMiles will be earned per AED spent.
2. The Cardholder will earn sMiles at a percentage of Qualifying Transactions as specified by the Bank from time to time. Qualifying Transaction will not include the following transactions:
  - Balance transfers
  - Local Cash Advances
  - Credit card cheques
  - Finance Charges
  - All fees charged on the Card by Mashreq
  - Transactions reversed by Merchants
  - Payments made through the Bank's payment channels like call center, ATM, mobile banking, branches or any other Bank's payment channel.
  - Any other transactions determined by Mashreq from time to time.
3. A Cardholder cannot accrue sMiles for any retail purchase(s) incurred prior to his/her Enrolment Date.
4. The sMiles are not transferable by operation of law or otherwise to any other person or entity.
5. Purchase made with the Card will not earn Salaam Points or any other loyalty points except sMiles.
6. Redemption of points would be through offers available on the Redemption Platform [www.mashreqsmilescard.com](http://www.mashreqsmilescard.com).
7. The “Cardholder” agrees to ACTIVATE his/her Card Account on [www.mashreqsmilescard.com](http://www.mashreqsmilescard.com) through a simple 3 step process within 15 days from card issuance. The “Cardholder” may view the process on the [www.mashreqsmilescard.com](http://www.mashreqsmilescard.com) website.
8. Without procedure to any rights or remedies Mashreq might have, Mashreq reserves the right to change the features / benefits of the Program without any prior consent or information of the “Cardholder”, and the “Cardholder” hereby represent that it is his sole responsibility to review all updates with any changes on the features / benefits of the Program published on Mashreq’s website [www.mashreqsmilescard.com](http://www.mashreqsmilescard.com).
9. By applying for the Card, the “Cardholder” is deemed to agree to the terms of partnership between Mashreq and Innovative Concepts, who is the service provider for redemption platform available on [mashreqsmilescard.com](http://mashreqsmilescard.com).
10. The “Cardholder” is also deemed to have agreed to Mashreq sharing relevant profile details with its partners and service providers for the purpose of calculating and servicing the Program on the Card.
11. By agreeing to become a member of the Card, the “Cardholder” also agrees to be enrolled into the Program and to be bound by the terms and conditions of the Program.
12. The “Cardholder” agrees that in case he/she intends to withdraw his/her subscription from the Program, he/she will redeem any sMiles earned before undertaking such closure. Mashreq will not provide any compensation/alternative points in case a “Cardholder” closes his/her Card relationship without redeeming the sMiles.
13. The “Cardholder” will receive a summary of sMiles earned via the Card for the month. These sMiles will only reflect the sMiles earned on the Card during the month based on the card type eligibility of the sMiles per AED 1 spent.

14. Mashreq is free to change the sMiles earning feature of the Card without any prior consent or information to the “Cardholder”.
15. sMiles shall be applicable to the spending up to the Credit Limit assigned to the respective Card. Any excess utilization or spending over and above the Credit Limit between 2 repayment periods shall not be considered for sMiles earning.
16. Mashreq shall have the right to stop, suspend, terminate, and/ or cancel the earning of sMiles for any reason whatsoever without any responsibility or liability to the “Cardholder”.
17. sMiles can only be credited into a valid Account and the “Cardholder” acknowledges that it is his sole responsibility to ensure that a valid Account is maintained. The Bank reserves the right not to credit any sMiles earned by the “Cardholder” or wipe off any sMiles accumulated by the “Cardholder” in the past if there is any misuse or delinquency on the Card Account, or if the Card Account is not activated within (60) days of issuance of the Card without any responsibility or liability to the Bank.
18. The Program is open to such “Cardholders” as determined by the Bank from time to time whose Cards are not blocked, and are in good standing as determined by the Bank. The sMiles earned by a Supplementary Cardholder will accrue to the Account of the Principal “Cardholder”.
19. Fraud and/or abuse relating to earning and redemption of sMiles may result in forfeiture of the sMiles as well as termination and cancellation of the Card.
20. The Bank would be deemed to have acted in good faith in response to any oral or electronic instruction or inquiry by the “Cardholder” in respect of any matter in relation to this Program and the fulfillment of any redemption request. The “Cardholder” shall not be entitled to claim or allege any loss, damage, liability, expense attributable, directly or indirectly, to any such good faith action of the Bank and the “Cardholder” shall indemnify and hold the Bank harmless in respect thereof.
21. In the event the Account is voluntarily closed by the Primary Cardholder for any reasons whatsoever, the sMiles accumulated on his/her Card must be redeemed prior to closure of such Account, subject to the same being requested in writing, otherwise the same shall automatically lapse and shall stand forfeited. In the event of cancellation of the Card for any other reason, all the sMiles accumulated shall stand forfeited. If the Card is blocked or suspended for any reason whatsoever, then the sMiles accumulated shall stand forfeited but may be reinstated, at the sole discretion of the Bank.
22. It is the responsibility of the Cardholder to activate the Card through any of the Bank activation channels including Mashreq Online only after the Cardholder receives the actual Card in his possession. If the Cardholder activates his Card prior to receiving the Card in his possession, it will be the Cardholder’s full and complete responsibility to ensure the safety of the Card and the Cardholder will be and shall remain responsible for any payment or any unauthorized transactions made through his Card. The Cardholder hereby understands that the Bank shall not be liable in any manner whatsoever for any loss or damage which may be incurred in relation to any unauthorized transaction made through his Card, or which might arise directly or indirectly as a result of the loss/theft of the Card or its misuse.

## **Liability and Indemnity**

1. Mashreq, including its employees, personnel, directors or owners shall not be liable for any loss, damage or liability of whatsoever nature, including any direct or indirect loss arising from the use and or/cancellation and/or suspending and/or termination of the Program or from accessing any information that may be displayed therein.
2. The “Cardholder” should consider all risks carefully prior to choosing a Mashreq banking solution and should consult appropriate Mashreq product representatives before making any decisions. The “Cardholder” may also consult (as necessary) an independent financial adviser and legal, accounting, tax and other advisers in this respect.
3. Mashreq shall not be held liable for expenses, claims, losses, damages or any other liability whatsoever, whether direct, indirect, consequential, incidental, special or punitive, sustained by a “Cardholder” as a result of the Redemption, possession and/or use of sMiles, or in any other way arising from participation in or in connection with the Program, nor shall Mashreq be responsible or held liable for any action resulting in the Redemption or participation in the Program.
4. Mashreq’s decisions regarding sMiles computation, lapse, cancellation, forfeiture, credit, debit and re-installment of sMiles shall be final and binding on the “Cardholder”.
5. Any disputes related to the earnings of points shall not be considered as payment and/or billing disputes.
6. In no event shall Mashreq, its affiliates, subsidiaries, its officers, directors, employees or agents be liable for any loss, damage or expenses arising out of or otherwise related to the Program.
7. Mashreq shall not offer or provide any warranties or repairs, or accept any responsibility or liability of any kind in respect of the Programme and hereby disclaim any and all express or implied warranties in respect to the same.
8. Mashreq shall not be in breach of its obligations or otherwise be liable to continue the Program, or be liable to the “Cardholder” as a result of any Force Majeure Event. A Force Majeure Event, in this Agreement, shall mean circumstances beyond our reasonable control, including amongst other things, strikes and other industrial disputes, acts and regulations of any governmental bodies or authorities in any jurisdiction, acts of God, any severe weather conditions, war, riot, or other natural disaster. In such circumstances, Mashreq’s obligation to the “Cardholder” shall automatically stand discharged without the necessity to provide notice.
9. Mashreq makes no representation and provides no warranty whatsoever, expressed or implied, and undertakes and assumes no liability whatsoever, in respect of the quality or merchantability of any goods and services purchased through any Merchant partner.

### **Contact Details:**

**Mashreqbank psc**  
Post Box 1250, Dubai, UAE  
mashreq.com

## **Booking Terms and Conditions relating to travel**

1. Names must be entered in full and should be spelt as they appear on the passenger's passport. Given name(s) in the first field, surname in the last field.
2. Changes to passenger names are not allowed by the airline.
3. At least ONE passenger must be 18 or over.
4. During a journey there may be intermediate transit/layover points. For complete details of the flight passage, kindly check with the concerned airline.
5. Destination and or transit Visas maybe required for some journeys. It is the responsibility of the "Cardholder" to check with respective embassies and consulates for if required.
6. The fare rules are based on each airline restrictions, for the purpose of the "Cardholder's" booking, the most restrictive set of rules apply to every flight that is part of the "Cardholder's" trip.
7. Please note that tickets are non-refundable, and for any changes to the ticket, fares are indicative and subject to change.

## **Website User and Member Agreement**

"Site" means the mashreqsmilescard.com website and its related partner websites.

By accessing or using this Site, the "Cardholder" agrees to be bound by and accept without limitation or qualification the following terms and conditions ("Terms and Conditions").

1. **USER REPRESENTATIONS:** The "Cardholder" represents and warrants that it is at least 18 years of age and that it possesses the legal right and ability to enter into this Agreement and to use the Site and partner websites in accordance with these Terms and Conditions.
2. **RESTRICTIONS ON USE:** The "Cardholder" agrees to use the Site solely for its own personal and non-commercial use. Further, the "Cardholder" agrees not to (a) interrupt or attempt to interrupt the operation of the Site in any way, or use the Site in a manner that adversely affects the availability of its resources to other users. (b) Use the Site for any illegal purpose or in any manner that is inconsistent with these Terms and Conditions or (c) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from or offer for sale any information contained on, or obtained from, the Site.
3. **USER'S AGREEMENT:** The "Cardholder" agrees: (a) to maintain all equipment required for its access to and use of the Site (b) to maintain the security of its user identification, password and other confidential information relating to its Card Account (c) to be responsible for all

consequences resulting from use of its Card Account, use of its Card Account by others (including minors) or unauthorized use (d) to notify Mashreq immediately if users become aware of any unauthorized use of its Card Account and (e) that each username and password must be used by a single user and are not transferable.

4. MODIFICATIONS: Mashreq reserves the right to modify this Agreement from time to time. Such modifications will be effective immediately upon notification on this Site. The “Cardholder’s” continued use of the Site, or any of the materials contained on the Site, following such notification will be deemed its conclusive acceptance of the modified Terms and Conditions.

5. EMAIL POLICY: It is assumed upon signing up that the “Cardholder” is willing to receive emails from Mashreq via, [www.mashreqsmilescard.com](http://www.mashreqsmilescard.com), for the confirmation and the registration of Mashreq’s products and for receiving information on products via Mashreq’s newsletter. Emails are essential for confirmation and reservation and will not be sent unless the “Cardholder” consents to receiving such email.

6. FEES AND CHARGES: It is a condition of use that businesses will not charge the “Cardholder” any additional fees or charges when the “Cardholder” registers for a product and it is released other than those fees and charges that would normally be charged in the provision of their services.

7. LICENCE: You have no rights or licenses in or to use the Site and materials contained on the Site other than the limited right to use the Site in accordance with these Terms and Conditions. The “Cardholder” shall not copy, display, modify, create derivative works of, publish, or sell Mashreq’s content or any information, software, or services provided by Mashreq. Mashreq may modify the Site content from time to time in its sole discretion. Except as expressly set forth herein, no license is granted to user for any other purpose, and any other use of the service or the Site content by the “Cardholder” shall constitute a material breach of these Terms and Conditions. In the event that the “Cardholder” chooses to download content from the Site, the “Cardholder” must do so in accordance with these Terms and Conditions. Such download is licensed to the “Cardholder” by Mashreq only for its own personal, non-commercial use in accordance with the Terms and Conditions and does not transfer any other rights to the “Cardholder”. Nothing in these Terms and Conditions shall affect any rights of Mashreq or its licensors in the service or the Site content, and any associated patents, trademarks, copyrights, designs, trade secrets or other intellectual property rights. No license, right or interest in any trademarks of Mashreq or any third party is granted under these Terms and Conditions.

8. COPYRIGHT: All material on this Site (collectively "Copyright Material") is protected by copyright unless otherwise noted and may not be used except as permitted in these Terms and Conditions or in the text on the Site, and is protected under the law.

9. TRADE MARKS: The trademarks and logos displayed on the Site (collectively the "Trade Marks") are trademarks of Mashreq and/or its affiliates, unless otherwise specified. The businesses promoted on the site provide their own logos and graphics from time to time and they warrant owning the copyright to display these images on our site. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use the Trade Marks displayed on the Site without the express written permission of Mashreq or such other third party owner. The "Cardholder" must retain, on all copies of material downloaded from this Site, all copyright and other proprietary notices contained in the material. The use of Copyright Material and/or Trade Marks by you, or anyone authorized by the "Cardholder", is prohibited unless expressly permitted by these Terms and Conditions, or express permission is provided elsewhere on the Site or express permission is provided by Mashreq. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy, and civil and criminal statutes.

10. HYPERLINKS: This Site may contain links to other websites Mashreq is not responsible for and does not control the content of any website linked to or from the Site. Any links to other websites are for the "Cardholder's" convenience only and Mashreq makes no warranty or representation regarding and, unless expressly stated by Mashreq on the Site, does not endorse the owner/sponsor and the content of any linked websites. Mashreq disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such websites. Mashreq neither warrants nor represents that a user's use of any materials on linked websites will not infringe rights of third parties not owned by or affiliated with Mashreq.

11. NO WARRANTIES: Mashreq assumes no responsibility, and will not be liable for any damages to or viruses that may infect your computer equipment or other property due to the "Cardholder" accessing and/or use of the Site or any linked websites, or your downloading any materials, data, text, images, video or audio from the Site or any linked websites. Mashreq assumes no responsibility for computer systems, hardware, software or program malfunctions or for other errors, failures, or delays in computer transmissions or network connections or for lost, late, mutilated, illegible, incomplete or misdirected information.

Mashreq reserves the right, in its sole discretion, to cancel or suspend this program should any virus, bugs, or other causes beyond Mashreq's control which corrupt the administration, security or proper function of this Site. The material on this Site may contain inaccuracies and typographical errors. Mashreq does not warrant the accuracy or completeness of the material or the reliability of any advice, opinion, statement or other information displayed or distributed through the Site. The Cardholder acknowledges that any reliance on any such opinion, advice, statement, memorandum or information will be at its own risk.

12. REVIEW OF POSTINGS & UPLOADS: The “Cardholder” may send and receive electronic mail ("email"), and otherwise use this Site as permitted by this Agreement, the operating policies of Mashreq and applicable law. The “Cardholder’s” participation in on-line communications and communities occurs in real time and is not edited, censored, or otherwise controlled by Mashreq. Mashreq does not and cannot review all communications and materials posted or uploaded to the Site and are not responsible or liable for the content of these communications and materials, nor for an error, defamation, libel, obscenity, profanity or inaccuracy contained in any such communication or materials. Mashreq reserves the right to block or remove communications or materials that it determines, in its sole discretion, to be (a) abusive, libelous, defamatory or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright or trademark, or other intellectual property right of another (d) is to encourage conduct that would be considered a criminal offence or give rise to civil liability or otherwise violate any law (e) offensive or otherwise unacceptable; or (f) determines to be harmful, offensive or otherwise in violation of this Agreement or the operating policies of Mashreq for its users. Mashreq will fully cooperate with any law enforcement authorities or court order requesting or directing Mashreq to disclose the identity of anyone posting such communications or materials. Statements made in websites, newsgroups, message boards, email, forums, conferences and chats reflect only the views of their authors, and do not necessarily reflect those of Mashreq

13. REGISTRATION/ ACTIVATION: In order for users to be able to access the services offered by Mashreq at the Site, users must register by completing their registration details in the manner described at the Site. Mashreq reserves the right to terminate the “Cardholder’s” memberships at any time if the “Cardholder” breaches these Terms and Conditions. The “Cardholder” agrees to ensure that its registration details are true and accurate at all times. Specifically, users must notify Mashreq of any change to its registration details. Upon registration, users will need to provide a login id and password.

14. TERM AND TERMINATION: Either the “Cardholder” or Mashreq may terminate the “Cardholder’s” right to use the Site at any time, with or without cause, upon notice. The clauses will survive any termination of this Agreement.

15. LIABILITY: Mashreq and its associated agencies are not liable for any loss, damage, personal injury or death whatsoever (including, but not limited to, direct, indirect or consequential losses) suffered or sustained in connection with: (i) any inaccurate or incorrect information provided by the “Cardholder”; (ii) any use of the Site or Mashreq content; or (iii) any use of the services offered or products provided by Mashreq or its associated agencies; or (iv) any act or omission (whether negligent or not) of Mashreq and its associated agencies or any person associated with any of them; or (v) any failure or delay (including, but not limited to, the use of inability to use any component of the service or the Site for reservations); or (vi) the performance or non-performance of any merchant in connection with Mashreq’s service, except for any liability which cannot be excluded by law.



16. LIABILITY RELEASE AND INDEMNIFICATION: The “Cardholder” hereby releases and discharges and agrees to indemnify: a) Mashreq and any related body corporate, b) Mashreq's organizers, directors, officers, employees and agents; and c) the other participants and/or users ("Released Parties"), for any personal injury, illness or death, claims, liabilities or expenses of any kind, including reasonable attorney's fees (and whether accruing to the Cardholder, its heirs or personal representatives) that are caused or alleged to be caused in whole or in part by reason of an act or omission of any Released Party that arises out of or in connection with its use of the Site, or resulting from any violation of this agreement or any activity related to your account (including infringement of third parties' worldwide intellectual property rights or negligent or wrongful conduct) by it or any other person accessing the Site using its service account. In no event will Mashreq's total liability to the “Cardholder” for all damages, losses, causes of action (whether in contract or tort, including but not limited to negligence) exceed the amount paid by the “Cardholder”, if any, for accessing this Site.

17. THIRD-PARTY RIGHTS: The foregoing provisions regarding Indemnification and Waiver, Release and Limitation of Liability are for the benefit of Mashreq and its officers, directors, employees, agents, licensors, suppliers and information providers. Each of these individuals or entities has the right to assert and enforce those provisions directly against the “Cardholder” on its own behalf.