

Just For Your Visa GiftCard Terms and Conditions

JUST FOR YOU VISA GIFTCARD TERMS AND CONDITIONS OF USE

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 "Just for You" Pre-paid Visa GiftCard ("the GiftCard") and/or the person nominated by the purchaser to use it ("the user").

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

2 GiftCard Information

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

2.2 The GiftCard 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 GiftCard. The GiftCard cannot be topped up or reloaded.

2.3 At points of sale the GiftCard 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 GiftCard 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 GiftCard 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 GiftCard 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 GiftCard 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 GiftCard (either at a point of sale or online). Additionally, we cannot guarantee that the retailers who have agreed to accept the GiftCard will continue to accept the GiftCard.

2.7 The GiftCard will be valid for 12 months from its date of purchase (the "Expiry Date") or until all the value stored on your GiftCard has been deducted, whichever occurs earlier. After the Expiration Date, the GiftCard 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 GiftCard is for MAF Finance's stock control purposes only.

3. Using the GiftCard

3.1 The purchaser should provide the security code personally, securely and confidentially to the user. The security code is printed inside the GiftCard package.

3.2 Only the user whose signature is on the back of the card may use the GiftCard for transactions. The user must sign the GiftCard upon receipt. The GiftCard may be active for use immediately on purchase or within 36 hours after purchase (depending on retail location card purchased) and can be used by the user upon signature.

3.4 The user is responsible for keeping track of the available balance on the GiftCard. To check your balance at any time or review your previous transactions, you can visit our website at www.mafprepaid.com and follow the links to Cardholder Login. Sign in using your 16 digit card number and security code. You can also check your balance by calling us on 00 971 4 205 4000 (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 GiftCard, there must be enough value stored on the GiftCard to pay for the transaction. Transactions that exceed the remaining GiftCard balance are prohibited and will be declined at the point of sale. However, if accepted by a merchant, the amount that exceeds the remaining GiftCard balance may be paid using a different payment method provided that the GiftCard is charged only by an amount equivalent to the amount loaded onto or remaining on

the GiftCard. The Issuer cannot guarantee the acceptance of a different payment method by a merchant in the circumstances described in this clause 3.5.

3.6 You agree that we can reduce the remaining value stored on your GiftCard 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 GiftCard 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 GiftCard 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 GiftCard by an amount equivalent to the purchase price of the goods or services obtained.

4. Loss, Theft, Damage, Misuse

If your GiftCard is lost, stolen, damaged or misused, contact us immediately on 00 971 4 205 4000 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 GiftCard, and if the GiftCard holds funds of up to at least AED 15, we will replace it with a new GiftCard. Any balance then remaining will be transferred to the new GiftCard. We will reissue a GiftCard 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 GiftCard Replacement Fee of AED15 will be deducted from the balance.

5. Redeeming Unspent Funds

5.1 You should use all of the value of the GiftCard before the expiry date, which is set to occur 12 months from the purchase date (as shown on the website). You may redeem the balance of any unspent funds on the GiftCard in accordance with the terms stated in the summary box included in herein, by so requesting it to us by email at cardsupport@maf.ae, or by calling us on 00 971 4 205 4000.

5.2 Any balance left on the GiftCard after the right to redeem has ceased to apply will be forfeited for the benefit of the Issuer.

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 GiftCards. These may include (but are not restricted to):

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

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/Destruction of the GiftCard

7.1 We retain ownership of the GiftCard at all times. A GiftCard should be returned to us or be immediately destroyed as soon as it has no spending or redemption value, or if cancelled, or if required by us pursuant to clause 6 above.

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

7.3 We may decide to cancel this GiftCard at any time without informing you in advance. If we do, we will refund you any remaining balance stored on your GiftCard in any manner as we may specify. Your GiftCard will also be cancelled when you have used up all the value stored on your GiftCard 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 GiftCard governed by these Terms and Conditions.

8.2 Unless you expressly instruct us to the contrary by emailing us at cardsupport@maf.ae or calling us on 00 971 4 205 4000 with your name and GiftCard number, we shall be at liberty to share the necessary information relating to you with selected GiftCard 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 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 GiftCard transactions. We are not liable for any prohibited use or misuse of the GiftCard whatsoever. Furthermore, you acknowledge that the GiftCard 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 if such retailer is not licensed to sell such products), 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 GiftCard 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 GiftCard, 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 GiftCard account, contact us immediately on 00 971 4 205 4000.

11.4 If you have any complaints or queries relating to the use of your GiftCard, please contact us either in writing at cardsupport@maf.ae or by telephone on 00 971 4 205 4000.

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 unappealable 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 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 summarises key product features and does not replace the full 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 Fee	AED15.00.
Balance Enquiry	You can obtain the up to date balance of your card by calling 00 971 4 205 4000 or visiting www.mafprepaid.com and follow the links to GiftCards. Balance inquiry by phone: AED1.00
Currency Conversion Fee	3%
Redeeming Unspent Funds after GiftCard Expiry Date	<p>The entire value of the Gift Card should be used before the Expiry Date (which shall occur 12 months counted as from the date of purchase). Upon the Expiry Date, the GiftCard will become invalid for use. You will be, however, granted a one-time grace period of 3 months counted as from day immediately following the Expiry Date (the "Grace Period") to redeem any unspent funds stored in your GiftCard by reactivating your GiftCard according to the procedures set out below. After the expiry of the Grace Period the GiftCard will be invalid, not able to be reactivated and all amounts remaining on the GiftCard will be deducted therefrom.</p> <ol style="list-style-type: none">1. If you contact us before the expiry of the Grace Period to reactivate your card, and provided your GiftCard holds funds of at least AED 20, you will be provided with a new GiftCard and your funds will be transferred to the new GiftCard with a deduction of AED 15 which shall be charged as a Replacement and Reactivation Fee. Such fee shall only be charged once, at the time your new replacement GiftCard is supplied.2. Please note that a monthly Account Maintenance Fee of AED 20 will be deducted from your GiftCard at the end of each month during the Grace Period, until you contact us to replace and reactivate your card as indicated in (1) above.