

Samba E-Statement Terms and Conditions

1. "E-Statement" means the electronic Statement of Account sent in an email as a password protected attachment to the Card Member's email address registered with Samba.
2. A Samba Financial Group ("Samba") customer who is issued any type of credit card including conventional or Islamic credit cards (each card is hereinafter individually referred to as the "Credit Card" and a Samba customer who is issued such Credit Card, hereinafter referred to as the ("Card Member")) agrees that on deployment of electronic E-statements feature on Samba Credit Cards, Samba may at its sole discretion send an E-statement to its Card Members. The E-statement will be sent to the e-mail address provided by the Card Member to Samba.
3. The Card Member agrees that the email address provided in the application or communicated over Phone Banking or communicated via any other approved Bank service channels belongs to the Card Member personally and that the Card Member has secure, full and complete access to this email address. The Card Member agrees that Samba shall not be responsible for any liability whatsoever including any losses, costs, expense, damages, actions, proceedings connected to the E-statement.
4. The Card Member also agrees that on commencement of the E-statements, paper statements will be discontinued. The Card Member may at anytime request for a copy of the paper statement(s) for any month/s upon payment of fee specified in the Schedule of Fees and Charges.
5. Samba shall be deemed to have delivered the E-Statement to the Card Member upon the date of transmission by Samba of the E-Statement to the Card Member's email address registered with Samba.
6. The Card Member shall notify Samba if they do not receive or are unable to access their E-statement and/or report any error or discrepancy in relation to their E-statement to Samba within fifteen (15) days from the date on which such E-statement would normally have been sent to the Card Member. Otherwise, the E-statement shall be deemed duly received, correct and conclusive and the Card Member will not thereafter raise any objections to the E-statement.
7. Samba, at its sole discretion, can stop the E-statement service at any time without any prior notice to the Card Member.
8. The Card Member agrees that it is his/her responsibility to notify Samba of any change in E-mail address.
9. The Card Member acknowledges that Samba accepts no liability for any delay or non delivery of the E-statement notification due to blocking or filtering or an invalid address or any and all technical reasons beyond Samba's control. Any outstanding balance on the Card Member's Credit Card including bank charges shall be repaid in full by the Card Member irrespective of whether the E-statement was delivered accurately or timely.
10. The Card Member releases and discharges Samba, its employees, officers representatives from and waives any right that accrues to the Card Member at law against Samba, its employees, officers, representatives with regard to any damages suffered by the Card Member, directly or indirectly, as a result of errors, delays in transmission of the E-

statement or unauthorised alteration, usage, or manipulation of the data contained in the E-statement or otherwise caused as a result of delivery of E-statement.

11. The Card Member shall defend, indemnify and hold harmless Samba and its officers, directors, shareholders, employees, independent contractors, agents, representatives and affiliates from and against all claims and expenses, including, but not limited to, attorneys' fees, arising out of, or attributable to: (i) any breach or violation of this Agreement by the Card Member; (ii) Card Member's failure to provide accurate, complete and current personally identifiable information requested or required by Samba; (iii) access or use of E-statement under any password that may be issued to the Card Member; and/or (v) the Card Member's transmissions, submissions or postings of E-statement.
12. In the event of any discrepancy between the E-statement and the Bank system records, the latter shall prevail. The Card Member acknowledges that Samba's books, records and accounts shall be conclusive and binding and that any E-statement issued by Samba and any statement taken from the records of Samba including computer and electronic printouts and telephone recordings shall be final and conclusive evidence against the Card Member of the correctness thereof in any legal proceedings or otherwise.
13. These Terms and Conditions are in addition to and supplemental to Samba Credit Card Terms and Conditions and any other terms and conditions issued by Samba from time to time in connection with the Credit Card.
14. These Terms and Conditions are governed by UAE law and the courts of Dubai, UAE shall have exclusive jurisdiction to settle any dispute between the parties hereof.