

DC PERSONAL CARD TERMS & CONDITIONS OF USE

1. These “Terms and Conditions” are set by Diners Club International. The Card Company. E.C., Bahraini Commercial Registration No. 36680-01 and primary address at P. O. Box 15409, Manama, Bahrain hereafter referred to as “We/Us” for the Primary/additional Cardmember, who applied to us to open the Diners Club Card Account and any additional card hereafter referred as “You”. It governs the use of your Diners Club Personal Card hereafter referred to as “Card” and the Card Account. You agree to be bound by these Terms and Conditions when you sign and/or use the Card.
2. You may not use your Card before the valid date of after the expiration date printed on your Card. You may not resell or obtain cash refund for any goods or services you purchase on the Card Account. You agree to return your Card to us or destroy it if we ask. We may deny authorization for any charge you request.
3. We will send a billing statement to the Primary Cardmember describing the amount you owe us or any other activity on the Card Account in local currency. The billing statement is your bill. It is due and payable in full when it is delivered to the billing address. Further, non-receipt of a mailed statement of account is not a reason for non-payment. We will mail your statement to you in its regular time of every month. You are responsible for asking for a duplicate if you don’t receive your mailed copy in the expected date. This is necessary to avoid service fees if you don’t pay on time. Your statement is payable by check or money order in the currency billed at the address shown on the billing statement. Check drawn on banks located outside banks designated domestic may have collection costs and you agree to reimburse us for these costs.
4. You agree to repay all amounts you owe us according to these Terms and Conditions. You are jointly and severally responsible for all amounts charged to your Card for purchases of goods or services (including tickets) from establishments that accept the Card (Whether or not you signed a charge form), annual fees, cash advances, late service fees and other fees and charges described in this Terms and Conditions hereafter referred to as “Charges”.
5. Your statement of account will be issued once every Georgian month. Your statement is due for payment during receipt of it and latest up to 12.00pm of the last business day prior to the “Due Date” that appears in your statement, otherwise your account will be considered delinquent. Delinquent account will be assessed a service fee calculated based on our policy at the time. After this, until we receive payment of the pervious balance, we will assess late service fee every month as written above. Delinquency may result in suspension or cancellation of your Cardmember privileges.
6. The Card Account has no preset credit limit. Your limit is determined by your spending and payment patterns and your personal resources. We will have the option of setting a “Limit” based upon payment record. You shall not use your card beyond such limit, and if you do so, approval of any expenditure may be declined. If you reach your credit limit, the full amount due shall become immediately payable regardless whether you have received a statement or not, and you may not use the card before such settlement is made.
7. Cash advances will be subject to a cash advance fee on the amount of the advance and a handling charge (As determined by us) shall be debited to the Card Account as of the date of the advance. We may, by notice to the Cardmember, modify the fee and/or handling charges from time to time.

8. You agree to pay the annual membership fee, as we set it to be. As long as you are in good standing, we will continue to issue renewal Cards and bill renewal fees until you tell us in writing to stop.
9. If any check, or similar payment instrument, you send to us as payment is not honored, we will assess you the equivalent of US\$20 returned check fee.
10. If you incur a charge in a foreign currency, we will cover the Charge into billing currency at the conversion rate in effect on the day we process the Charge plus a conversion fee based on our policy at the time. Amounts converted by airlines will be billed at the rates the airlines use for conversion.
11. We may, without notice, combine or consolidate the outstanding on the Card Account with any other account(s) which the Cardmember maintains with us and setoff or transfer any money standing on the credit of such other account(s) in or towards satisfaction of the Cardmember's liability to us under these Terms and Conditions.
12. We will not lose any of our rights based on these Terms and Conditions if we accept late payments, partial payments, or checks and money order with restrictive endorsements. Even if we do not enforce our rights under these Terms and Conditions, we will not lose them.
13. You will be in default if you do not pay the amount you owe us as agreed or if any proceeding under any bankruptcy or insolvency laws is started by or against you and we can demand immediate payment of all amounts you owe us. If we refer collection of any amount you owe us to an agent who is not our salaried employee, you agree to pay the agent's reasonable fee and any court costs. Your using of the card and receipt of monthly statement confirm your absolute agreement to the correctness of the charges appearing in the statement, further, you confirm that we do not need to include the charge slips in order to collect the charges appearing in the statement, as collecting such charge slips is your sole responsibility. You agree that the statement we present to you for payment each month is sufficient evidence of money's due to be paid by you to us, we will not be required to provide any further documents of any sort as proof for money's due on you. You agree that once the monthly statement is issued, it shall be binding on you and shall have the same force legally as a promissory note in any jurisdiction we may choose to pursue recovery of payments due and not paid by you.
14. If the merchant issues a refund or credit voucher in respect of a Card Transaction, we, upon receipt of such refund or credit voucher, will credit the Card Account with the amount shown to be due.
15. The Cardmember failure to sign any sales or cash advance vouchers will not relieve the Cardmember from liability to us in respect thereof.
16. If you are a Primary Cardmember, you may cancel your Card Account at any time by writing to us at the address shown on your billing statement. The Primary Cardmember may cancel any Additional Card. The Additional Cardmember may only cancel his/her own access to the Card Account. We may suspend or cancel any or all of your Cardmember privileges at any time for any reason. You may not use your Card during suspension of your Cardmember privileges or after your Cardmember privileges are canceled or expired. You will be responsible for repaying any amount you owe us according to this Terms and Conditions if you cancel or if we suspend or cancel your Card Account.

17. If your card is lost or stolen or if you think someone may use it without your permission, you agree to notify us immediately, call us at (2) 6520020 and re-affirm your notification in writing by fax to No. (2) 6520040. Your failure to notify us of a lost or stolen Card will hold you liable for all charges incurred on Card, even though it is not done by you. Oral notification over the phone will not release you from your liability. You will not be liable for unauthorized Charges that occur after you notify us of your Card's loss, theft or possible unauthorized use. If your Card is returned to you after you have notified us, do not use the Card, you will be liable if an unauthorized person uses your Card. If your Card is misused fraudulently with your knowledge or consent, we shall have the right to report such fraud to the proper authorities for prosecution, we shall also suspend your card. All amounts due shall become payable in full regardless of due date. You agree to pay the Card Replacement fee as we charge it based on our policies at the time.
18. The Cardmember will notify Diners Club promptly in writing of any changes in his/her employment or in his/her office or home address.
19. We may report verity, or exchange information about your performance according to these Terms and Conditions to others who, in our judgment, may properly receive such information. We may ask others of your credit history.
20. We may change any of these Terms and Conditions at any time. If we do so we will notify you in the manner required by law. A notice shall be considered reviewed by you after 7 days of our mail date. If you do not agree to a change, you must notify us in writing within 25 days after the effective date of the change, and pay the amount you owe us according to the terms in effect immediately prior to the change, if you fail to notify us in writing within this time period you will have accepted the change. Also, if you use your Card after the effective date of a change in the Terms and Conditions, you will have accepted that change. The new Terms and Conditions may be applied to the entire balance owed. We may assign the Card Account, and the Terms and Conditions at any time without any notice.
21. These Terms and Conditions shall be governed by and construed in accordance with the laws of Bahrain. Any service of legal proceedings against any you to enforce payments of your obligations hereunder shall be effective if served upon it at your above address in Saudi Arabia or elsewhere as advised to Diners Club.
22. You will receive with the Card a booklet titled Membership Guide, outlining Card benefits. This guide shall be considered a part of the Terms and Conditions. However in case of any discrepancy these Terms and Conditions shall have precedence.