

**TERMS AND CONDITIONS FOR USING SHARAF EXCHANGE LOYALTY CARD  
“USRATI”  
AGREEMENT WITH CONSUMER**

These Terms and Conditions referred hereto shall define your rights and responsibilities and form a legally binding Agreement between you and Sharaf Exchange LLC (“the “Company”) and or the Company”) regarding the use of “Usrati”. The Agreement shall come into force immediately upon:

- (i) Signing the Card application form
- (ii) Signing the UsratiPay card application as a premium cardholder.
- (iii) Accepting these Terms and Conditions electronically.

Through execution of this Agreement, you confirm that you have read and accept the present Terms and Conditions.

**1. Definition of Terms for the Purposes of Using Usrati**

- 1.1 **Agreement** means present Terms and Conditions;
- 1.2 **Website** – Electronic channel of Usrati, internet site [www.sharafexchange.com/usrati](http://www.sharafexchange.com/usrati)
- 1.3 **Mobile Application** means Usrati / Sharaf Exchange’s electronic channel for mobile phones (smart phones).;
- 1.4 **Company** shall mean Owner of “Usrati” - Sharaf Exchange LLC, place of business: 2<sup>nd</sup> Floor Sharaf Building, Al Mankhool Road, Dubai, UAE. Website: [www.sharafexchange.com](http://www.sharafexchange.com); Information/ Telephone Center No: 04 355 4560
- 1.5 **Partner Company** means the group companies of of the Company, sole proprietor and/or legal entity, affiliates, associates of the Company;;
- 1.6 **Cardholder/Consumer** means natural person who is entitled to use Usrati pursuant to the present Agreement;
- 1.7 **Registration** means for the purpose of a complete utilization of Usrati services providing of information to the Company by the means of any channel of the Company;
- 1.8 **Card, “Usrati”** - Plastic or virtual card or the UsratiPay premium salary card issued by the Company for the purposes of collecting and using Usrati Points to exchange the Usrati Points collected on the Card for a desired item and / or service after the registration in the database of the Company;
- 1.9 **Account Statement** – Information regarding the Card Operations carried out during the certain period of time on Usrati Card Account of the Cardholder(s);
- 1.10 **Card Operation** means process of using the card to classify transactions by the cardholder.
- 1.11 **Card Blocking** - Suspension of effectiveness/activity of the Card;
- 1.12 **Account** - an account associated with the card opened for a cardholder by the Company, where the transactions performed by the cardholder will be duly recorded.

- 1.13 **Single Authentication Code** - Single password (effective for 10 minutes) used for safety purposes and for the identification of the Cardholder via electronic or remote channels; such password is sent by the Company in by of SMS to the Cardholder's telephone number registered in the Company's database;
- 1.14 **Catalogue** – Particular list of Services distributed through electronic channels and/or in a printed form;
- 1.15 **Order Unique Code** - Special code generated over the course of ordering Service and/or the services listed in the catalogue of Company and used for delivering Service to the Cardholder;
- 1.16 **Suspicious Operation** - Card Operation that, as a result of evaluating specific cases and circumstances, may be considered by the issuer and/or the Partner Company as an unauthorized, fraudulent operation.
- 1.17 **Service**-mean services provided by the Company or items, goods, services traded, sold by the Partner Company.

## 2. General Rules

- 2.1 Usrati is the property of the Company and its effective period is unlimited;
- 2.2 The Card does not have a status of financial general prepaid, debit or credit card.
- 2.3 The Cardholder must be an individual above the age of 18 (eighteen)
- 2.4 During data registration process the Cardholder shall submit to the Company contact information, personal data, information on sphere of interest and other type of information, which shall be used for special offers, terms and/or commercial privileges offered by the Company; such information shall also be used for identification purposes, as well as to secure the Card Operations while providing services by the Company and its Partners;
- 2.5 Cardholder's data may be registered at the Company's Service centers as well as through Company's website and/or mobile application.
- 2.6 By declaring his/her consent to the present Agreement, the Cardholder confirms that information/data provided by her/him during the registration is accurate and true;
- 2.7 Any change in personal data/information of Cardholder (telephone (cellphone, landline), address, name, surname, e-mail address, etc.) shall immediately be notified to the Company. The Company shall not be responsible for any undesirable result, including unauthorized/fraudulent use of collected Usrati Points by third parties, if such result is caused by the provision of improper data/information and/or by non-provision of modified data;
- 2.8 If the Company becomes aware of the change of data provided independently from the Cardholder, the Company shall be entitled to suspend the recording of collection/use of Usrati Points and/or shall refrain from performing Cardholder's order until further check of relevant information with the Cardholder;
- 2.9 The Cardholder shall be entitled to terminate the present Agreement and/or cancel the Supplementary Card(s) at any time by serving a prior written notice to the Company. Termination of the present Agreement means the termination of card and the annulment of the Usrati Points collected on the card account at that moment of time.
- 2.10 Alienation (sale, transfer, pledge) Cards is not allowed;
- 2.11 In order to avoid misuse of the card, the Cardholder shall notify the Company regarding the loss, theft or damage of the Card through Information/ Telephone Center 's number 800-8111 or via Sharaf Exchange Branches

- 2.12 In case the Cards are exchanged/mixed between the Cardholders accidentally or intentionally, the Company shall not be liable for damages resulting from the unsanctioned use of the Card by third parties;
- 2.13 The Cardholder shall observe the safety rules for using a plastic card and shall not transfer Usrati, mobile application pin code, Consumer's username and password, OTP etc., to third parties. If the mobile application is left open or the pin code not in use, the Company shall not be liable for the results thereof;
- 2.14 In case the technical problems or force majeure circumstances occur, the Company shall be entitled to suspend the provision of services until such circumstances are eliminated;
- 2.15 The Company is entitled to make amendments (additions) at least 10 (ten) calendar days before amending (additions) the text of the terms by placing the relevant information on the website of Usrati. If before the amendments become effective, the cardholder does not inform the Company that he/she does not agree with the planned amendments, the amendment / supplement will be deemed to be agreed with the cardholder and the amendments will automatically enter into force on the 11<sup>th</sup> day after placing this information on the website of the Company. For the purpose of convenience/easy perception of a cardholder the Company is entitled to periodically update the text of the terms and conditions/the contract in accordance with the amendments. Herewith, if a cardholder does not agree with the amendments and supplements, he/she is authorized to terminate this Agreement in accordance with the rules defined by the Clause 2.12.

### **3. Important Information**

- 3.1 The Company shall not be responsible for suspending the Usrati without reason and written intimation to the Cardholder.
- 3.2 The terms offered by the Partner Company to Cardholder shall not necessarily reflect Company offers and the Company shall not be liable for such term;
- 3.3 Any notification sent to the Cardholder via Company's any channel (SMS, e-mail, service center, Information/ Telephone Center , website, mobile application and other) shall be considered as duly delivered in accordance with the required form; it shall have the same legal consequences for the addressee as any notification furnished on paper in compliance with the form required by the law;

### **4. Confidentiality, Direct Marketing and other Terms**

- 4.1 For improving/simplifying the quality of the Service for the Cardholders, for elaboration/ implementation, with the partner and non-partner companies during different common promotions, arranging events or/and for advertising-marketing purposes including any statistic data, interest fields of the Cardholders or/and segmentation data, upon which the Cardholder confirm that:

- 4.2 With the foregoing agreement the Cardholder gives right to the Company to get information about Cardholder/card holder any time and any quantity, from any source including personal data, some kind of segmental/filtered data, bank information and so on for new promotions, planning new events, arranging-organizing, improving service quality, implementing new projects, also comparison of asked information with other data, for processing data in frame of work, using, analyzing, saving or/and completing agreement commitments and for other purposes in the frame of Company work;
- 4.3 The Cardholder agrees and gives the right to the Company that in case of using the Service of the Company, to process delivered/registered, personal data, particularly: name, surname, ID number, date of birth, phone number, mobile phone number, e-mail address, actual address, also : fields of interests, personal income, family income, marital status and other registered data , also Cardholder's segmental/ filtered data: interest fields, age, gender, made purchases, living place, district, spent money in partner companies, quantity of card operations (transactions), and/or processing data of the Cardholder's other conducts and fixed data, that without any limits includes any completed behavior using any automatic, semi- automatic or non-automatic tool, particularly: saving, recording, making picture, change, restore, use or disclosure of the data, for spreading or making it available in other way, grouping or combining, blocking, deleting or destroying. In electronic channels (web page, mobile applications or/and other technical tools delivering data) of the Company processing data about the Cardholder also includes writing activities of the Cardholder (for example, while using electronic channel and identifying the location of the Cardholder, describing and analyzing data fixed in search, writing any statistic data or/and existing information on the web, also using and analyzing "cookies"), or/and using other Cardholder data (for example, contact info of the Cardholder and/or of the third persons')
- 4.4 For implementation of direct marketing which will be according to the Cardholders' needs and wishes (post, calls. e-mails or offering service, good through other tool of tele communication), the Cardholder agrees and gives the Company right to process segmentation/filtering of the data according to interest fields, age, gender, numbers of card operations (transactions) or/and other available information.
- 4.5 The Company is not responsible after refusal of the Cardholder of processing data for the purpose of direct marketing if relevant SMS text is wrong or/and the number is indicated wrong by the operator and the result will be unwanted. The Cardholder has right to double check the information about switching off the service automatically with information/call center operator on the following phone number: 800-811
- 4.6 The Company uses technical, organizational legal norms in order to provide the confidentiality of the registered personal data of the Cardholder, interest fields and also other data connected to Cardholder, also protecting it from sudden or unauthorized access, destroying, modifying, blocking, copying, spreading or other illegal activities.

## **5. Copyright**

- 5.1 The Consumer hereby acknowledges that the information indicated by him/her in the Company's web-page, mobile application and other electronic channel (printed, audio and/or visual) shall be considered as the Company's property and the Company shall receive the copyright over such information if it does not represent personal information of the Consumer;

- 5.2 Name/title “Usrati” represents the trade mark/service mark of the Company; all materials published on the Company’s webpage, including, software, pictures, graphics, photos, animations, video material, video advertisement/clips, music, audio material, texts, is under the Company’s or Partner Company’s ownership and right on their use is protected by the copyright. The Consumer shall not be entitled to use materials and trademarks without prior written consent of the Company or the Partner Company (in case when the Partner Company owns the copyright over the published material).

## **6. Unilateral termination by the Company**

If the Cardholder fails to comply with the present Terms and Conditions and violate any terms and conditions or do not qualify for the Usrati Loyalty Program and/or deliberately provides the Company with inaccurate information and/or wrongfully uses the Card or the rights related thereto;

## **7. Confidentiality Policy**

### **a) Personal Identification Information**

We may obtain Consumer’s personal identification information by other means, including when the Consumer visits our Website through registration, subscription and other services.

### **b) Non-personal Identification Information**

We may also obtain non-personal identification information on the visitors of our Website, which includes type of a browser, operation system, information received from internet providers, activities carried out on our Website, e.g. which pages you have visited, what you have added to your shopping bag and other technical details.

### **c) Opt-out**

Our Website may use “cookies” in order to improve the quality of interaction with the Consumer. Consumer’s browser will locate cookies to the hard drive. The Consumer may adjust the parameters of the browser in order to avoid locating the cookies or to receive a signal when the data is sent. However, if you adjust the parameters, you may not be able to use some functions of the Website.

### **d) How We Use Collected Information**

Usrati collects the personal information of the Consumers for the following purposes:

- (i) To improve the service- the information provided by you helps us to meet your demands and provide the support more efficiently;
- (ii) To consider the personal experience of the Consumers;
- (iii) To improve our Website;
- (iv) To conduct advertising activities in order to enable you to receive the information on interesting topics only if consent for this is explicitly gathered from the consumer.

### **e) Advertisement**

Advertisements regarding our Website may be provided to the Consumers through our advertising partners. Webpage of Sharaf Exchange obtains the browser information (cookies, tracking pixels, IP address, types of devices and other similar technologies), with which the support of the third parties may be used for the improvement of the quality of advertising information on other websites. The information provided to the third parties through our Webpage shall be protected to the extent as it is protected in the United Arab Emirates and shall be used solely within the scope of the services provided by us.

**f) Consent to Terms**

By purchasing Usrati membership you declare your consent to these terms. If you have any questions regarding the terms of the Website, please contact us on the following number:800-8111

**g) Governing Law**

This Term and conditions shall be construed and governed in accordance with the laws of Dubai, United Arab Emirates