

Gulf Rewards Program Terms and Conditions



Gulf Points Effective from (*) 2015

1. Definitions

"Account" means your approved bank Account with us.

"Eligible Transaction" means any transaction conducted on your Account that we identify as eligible to accrue or be awarded Points.

"Gulf Bank Card" means any Gulf Bank credit card (including without limitation Visa and MasterCard) except for Visa Internet, Prepaid, Titanium Cashback and Platinum Cashback Cards.

"Gulf Points Account" means the Account with Gulf Bank reflecting the number of Points awarded and/or earned and/or redeemed by using your Gulf Bank Card(s) accumulated and [used on your Gulf Points Account allowing you to participate in the Gulf Points Program including without limitation earned Gulf Points, awarded Gulf Points, adjusted Gulf Points, special Gulf Points, redeemed and expired Gulf Points.

"Instructions" means any instructions received by us from you to redeem the Points accumulated on your Gulf Points Account.

"Membership Number" is the number provided by us to you relating to your Gulf Points Account.

"Partner(s)" means any company, entity, or merchant as a totally independent party participating in the Gulf Points Program to offer services and products or Gulf Points to you through us. Gulf Bank is not considered an travel agent nor an agent to the Partner(s) and shal not guarantee any of the services offered. The terms and conditions of each Partner mentioned in Schedule A attached hereto shall apply on any Eligible Transaction whereby such terms and conditions represents integral part of Gulf Points Program Terms and Conditions, and shall be subject to modification from time to time.

"Gulf Points Redemptions" means air tickets, hotel stays and exclusive packages or off-set of specified Gulf Bank fees and/or charges, as determined by us from time to time, or vouchers for specific merchandise as determined by us from time to time and any other type of Gulf Points Redemption specified by us from time to time.

"Gulf Points Program" means the Points Program offered by us to you by virtue of which you can be awarded and/or earn and /or redeem Points on your Gulf Points Account in exchange of certain Gulf Points offered by our Partners when using your Gulf Bank Card

"Gulf Points" means the points awarded to you and/or earned by you and credited and/or debited to your Account with us as a result your usage of Gulf Bank Card that are eligible for the Point Program.

"Security Details" means the unique user identification name, password, PIN, and other relevant security details as we might require from time to time and which are used by you to access your Account on the Website.

"Statement" is the statement of the Points available to you on our Website or by the Partner(s) Website that showing the information relating to your Account and to the number of Points awarded, accrued and redeemed as well as the expiration date of the Gulf Points. In the event of any differences between the information regards the abovementioned Points given in Gulf Bank Website and the information in Partner(s) Website, the Partner(s) Website shall prevail without any liability on Gulf Bank.

"Phone" means the device, possessed and/or owned and/or controlled by you which has the assigned Phone Number, and through which you communicate with us either by receiving SMS alerts or by giving us Instructions or otherwise accessing the Service.

"Phone Number(s)" means the telephone number assigned to your Phone and registered with us and that you undertake that it remains under your possession and/or ownership and/or control at any time.

"Program Rules" means the rules, regulations, policies and procedures particular to each service or product offered under the Gulf Points Program.

"User Guide" means the guidance and information issued by us in connection with Gulf Points Program, as amended from time to time, the current version of which can be found on our website at GulfRewards.e-gulfbank.com, or such other, as we may determine in our sole discretion from time to time.

"Website" means the internet and secure online banking site owned and operated by us at GulfRewards.e-gulfbank.com or such other, as we may determine in our sole discretion from time to time, through which you access the Gulf Points Program.

"We", "us" and "our" means Gulf Bank KSC, of PO Box 25611, SAFAT, 13117, Kuwait.

"You", "your" and "yours" or "Members" means customers of Gulf Bank enrolling in the Gulf Points Program.

We offer you a choice of Gulf Points Programs described on Gulf Bank Website from time to time. These Gulf Points Program Terms and Conditions ("Terms and Conditions") govern the Gulf Points Program and our relationship with you in relation to the Gulf Points Program. Membership in the Gulf Points Program is subject to these Terms and Conditions set forth below, and these Terms and Conditions apply to Gulf Points Program unless specifically indicated otherwise, and supersede all previous terms and conditions. By your use of Gulf Bank Card you may be awarded, earn and redeem Gulf Points, You agree that:

- a) by registering and singing up to this Gulf Points Program on the Website you have read, understood and accepted these Terms and Conditions; and
- b) You consent to our processing of your personal data, and disclosure of such data to third parties.

2. Conditions of Enrollment

Only individuals are eligible for Gulf Points Program membership, and each individual may maintain only one Gulf Points Account. Corporations, groups and/or associated entities cannot enroll in the Gulf Points Program including any person holding Cards on behalf of a corporation, group and/or associated entity.

Employees of Gulf Bank are eligible to participate in the Gulf Points Program.

By holding and using a Gulf Bank Card you are automatically enrolled in the Gulf Points Program as described herein and by using your Gulf Bank Card(s) you are automatically entitled to be awarded, earn and redeem Points on each Eligible Transaction you make. By signing up and registering on the Gulf Points Program Website a Membership Number will be assigned to you and you will have a Statement showing the number of Points awarded, earned and redeemed.

3. Transfer of Awarded and Accrued Points

Awarded and/or accrued Points do not constitute your property. Points awarded and/or accrued by a Gulf Points Program Member are for your personal benefit only and may not be transferred, assigned, pledged to anyone or combined with another member for any other reason, including divorce or inheritance. Any Gulf Points which we deem in our sole discretion to have been transferred, assigned, pledged or combined in violation of these Terms and Conditions may be confiscated by us.

In the case of a single, joint or multiple holders of a Gulf Bank Card, all authorized signatories thereto will be automatically enrolled in the Gulf Points Program; however, the use and redemption of Gulf Points shall only be available to any authorized signatory as per our records. However, you will be awarded and/or you will earn and accrue Points with respect to each related Account and the Points will be credited to such Account. The Accounts subject to the Gulf Points Program are identified by your Identification (CIF) number of the primary signatory as established in our records.

In case an Account authorized signatory (ies) or a supplementary cardholder(s) is/are removed from the Account, then such signatory (ies) or supplementary cardholder(s) is/are no longer eligible to participate on Gulf Points Program, however the Points accrued by the removed authorized signatory (ies) or the supplementary cardholder(s) will remain in the Account and only the remaining person holding the Account will be able to redeem those accrued Points.

As described in more detail on the Website, you may be awarded and/or earn Points and redeemed such Points in exchange for airline tickets, hotel reservations and other services and products as described by us from time to time. Each Gulf Points Point is subject to the Program Rules, regulations, policies and procedures that we may, in our discretion, adopt from time to time. We may amend the Program Rules, regulations and policies at any time without notice. We have the sole discretion to interpret and apply these Program Rules.

4. Eligible Transaction

We shall determine, from time to time, at our sole discretion, which Card(s) and/or which Gulf Bank Card(s) transactions are eligible for inclusion/exclusion on Gulf Points Program and will be awarded and/or earn Points on each Eligible Transaction or will be awarded Points at our sole discretion, the associated limits on earnings as well as the number of Points required for redemption of Gulf Points. In case of a reversal of any Eligible Transaction, the Points credited to the Gulf Points Account as a result of such Eligible Transaction will be deducted from the accrued Gulf Points balance. Debits to the Gulf Points Account unrelated to the reversed Eligible Transaction will reduce the accrued Gulf Points balance as per the calculation criteria set for a particular Gulf Points Point. You hereby authorize us to access your Account to off-set, deduct or combine Points.

The Points earned per type of the Gulf Points and for an Eligible Transaction are subject to Gulf Points earning criteria. Our Website provides a list of further exceptions to earnings of Gulf Points per type of Gulf Points on Eligible Transactions. Gulf Points may be calculated by initially rounding down first the transaction value and then rounding down the points to the nearest integer and as per the criteria set for each product included in the Gulf Points Program.

In case of a change to the status of the Gulf Points (such as an upgrade or downgrade thereof), the Gulf Points calculations shall be adjusted accordingly.

5. Redemption of Points

The Points may be redeemed (i) in exchange for air tickets, hotel stays and exclusive loyalty packages or (ii) to off-set specified by our fees and/or charges, as determined by us from time to time or (iii) vouchers for specific merchandise as determined by us, any other type of Gulf Points specified by us from time to time

Only Points that are registered in the Gulf Points Account, at the time of redemption, are eligible for redemption. Our records shall be conclusive evidence in respect of the number of Points registered and credited to a Gulf Points Account and available for redemption.

The redemption of Gulf Points may be done through your Account on

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GulfRewards.e-gulfbank.com. Any Instructions conveyed by you will be governed by the terms and conditions of the respective mode of redemption. We will act on, and shall treat as genuine and authentic, and you shall be fully responsible for, that Instruction;

- You agree that we will rely on the information provided by you to act on any Instruction and we are under no obligation to authenticate such Instruction and we will act on each Instruction without seeking further confirmation: and
- b) You shall not contest or raise any claim in relation to such Instruction.

Notwithstanding the provisions of this Section, we reserve our right to make further fraud prevention checks with regard to any Instruction and may refuse to act on an Instruction in our sole discretion.

We shall only process Instructions subject to the availability of sufficient number of Points in your Gulf Points Account. In the event, your Account does not have available Points, or for any other reason in our sole discretion, we reserve the right to refuse to act on any Instruction.

If we refuse to act on an Instruction, we will make reasonable efforts to inform you, with the reasons for the refusal (if possible) and any factual errors that led to the refusal.

In case where the Points are sub tracked from the Gulf Points Account due to reversal transactions or complain submitted by customer, it may reduce or eliminate the accumulated Points resulting in a negative or zero Gulf Points Account balance. If such Points are subtracted from the Gulf Points Account after a Gulf Points redemption has been done that reduced the Gulf Points Account balance below the amount required for such Points-subtraction, we may, at our sole discretion, suspend delivery of the Gulf Points Redemption from any of your Gulf Points Account or Account(s). Any newly accrued Points will be used to offset the negative Gulf Points Account balance until such balance has returned to zero or positive.

The Members can pay for the services, in full by redeeming Gulf Points or in part as indicated and the remaining cost can be paid by using only Gulf Bank Credit Card, provided that the value of the redeemed points shall not be less than 4,000 Points every time.

Any Gulf Points Point(s) redemptions is subject to our approval, and the terms and conditions for the relevant Gulf Points, availability of a point at the time the redemption is requested, as well as restrictions imposed by Partner issuer of the Gulf Points. Whenever deemed necessary, we may, without notice to you, cancel the Gulf Points Point redemption order or substitute the Gulf Points Point redemption order with another of comparable nature and value, as determined by us.

Any redemption of air tickets, hotel stays, or vouchers are directly subject to the terms and conditions of our authorized partners. Once issued, redemption of air tickets, hotel stays,, vouchers are not exchangeable, returnable, refundable, or redeemable for cash or credit, nor will they be replaced in the event of loss, damage or destruction. Once submitted, an order for redemption, air tickets, hotel stays and vouchers cannot be cancelled, revoked, transferred or changed by you in any manner.

Redemption details of air tickets, hotel stays or vouchers are sent to your email address. If you wish to have them sent to a different e-mail address, the e-mail address contained in your Account profile must be updated prior to redeeming any Gulf Points Point Redemption. We will not be responsible for any redemption air tickets, hotel stays, vouchers sent to the wrong e-mail address or returned as a result of your failure to update your Account profile information.

Should redemption item of the Gulf Points (if any) be received in a damaged or defective condition, you must notify the Partner offering this Gulf Points Point Redemption of such damage or defect within the stipulated number of days as mentioned on the date of the receipt. We shall use reasonable efforts to convey your complaint to the Partner and arrange, whenever possible, for an appropriate replacement thereof. Notwithstanding the foregoing, we shall not be held responsible in any manner whatsoever for damaged or defective Gulf Points Point Redemption.

6. Forfeiture of Points

All Points shall be forfeited and no additional or unprocessed redemption requests of Gulf Points shall accrue or be processed in a Gulf Points Account and the Points shall be cancelled immediately in the following circumstances: (a) the Gulf Points Account has been closed or is not in good standing (as determined by us); (b) all your Cards (under the same CIF) are cancelled or closed for any reason whatsoever including death; (c) if you breach any of these Terms and Conditions and/or any other policy incorporated by reference herein; or (d) any other event, which, at our sole discretion, will result in such forfeiture. or (E) in case all Cards (Under the same(CIF) are cancelled by us for any reason or due to internal or Central Bank of Kuwait rules and policies.

7. Information

The information provided to us when completing earning and redeeming Points

is processed in our computer systems. Communication of relevant information is important to administering the Gulf Points Program and providing you with the opportunity to maximize the benefits of your membership. We will only disclose your information to: person(s) companies and entities that provide the services and sell the products offered by the Gulf Points Program and to third parties emails providers for the following purposes:

- 1) In order to better service Gulf Points Account and preferences by keeping you informed of your Gulf Points Program Account status and activities through printed or electronic statements;
- 2) To assess entitlement to benefits:
- 3) To offer you additional products and services;
- 4) To send periodic satisfaction or market research surveys; 5) To offer you products or services from select reputable companies with whom we have a strategic relationship because we believe their offerings will be of interest to you. In participating in the Gulf Points Program, you consent to receive all of kinds of information described above.

In any case, once subscribed in the program, the Members gives Gulf Bank the right to provide the Partner(s) with any details required by the latter without any responsibility whatsoever on Gulf Bank.

8. Statements

A record of Gulf Points Program activity for each Member will be available online in the form of a Statement to you or your authorized signatory. Gulf Points Program shall be transferred on a periodic basis as per the activity of the accumulation of the Points into the Gulf Points Account for the purpose of accruing Points, and all the Gulf Points shall accrue and expire as described in these Terms and Conditions and the terms and conditions contained in the Statement. You may access a copy of your Statement online at GulfRewards.egulfbank.com.

You shall be responsible for advising us of any change of your security details and address and you shall be responsible for ensuring that your Point are properly credited. If proper credit does not appear on your Statement, you should inform us immediately and provide us with any documentation where necessary.

Any discrepancy or error on the Statement must be reported to us within fourteen (14) days from the date the Points are awarded, earned or redeemed and such reporting is subject to the Terms and Conditions contained herein and in the Statement.

9. Security Details

We will send you your Security Details on the Phone Number provided to us, you hereby confirm, declare and acknowledge that the Phone Number (s) provided to us, is owned by and/or controlled and/or possessed by you, and that any information or communication from and to the Phone, including the giving of Security Details, is and shall be within your control and responsibility.

You hereby undertake to inform us immediately as described below, upon any change in the Phone Number(s), loss of the Phone or Phone Number(s), or any other dealing with the Phone being outside your control and/or any change that may affect the provision of this Service to you.

If any of your Phone, Phone Number(s) or Security Details are lost or stolen, or you suspect that someone else has used or tried to use them or has changed for any reason whatsoever, you must tell us without delay by calling us on the following numbers:

- a) From Kuwait: 1805805 or
- b) From outside Kuwait: +965 22444383, or by notifying the branch where your Account is held.

You must take all necessary precautions to keep safe and prevent any fraudulent or unauthorized use of your Security Details while accessing your Account and/or your Statement on the Website

You agree that the precautions requested under this Section include, but are not limited to, all of the following:

- a) Never writing down or otherwise recording your Security Details in a way that can be understood by someone else;
- Not choosing Security Details that may be easy to guess by someone else;
- Taking care to ensure that no one hears or sees your Security Details when you use them;
- Keeping your Security Details safe, secret, and unique;
- Not allowing anyone else to have or use your Security Details and not disclosing them to anyone, except when registering for or resetting your Security Details or if required to be disclosed by any law;
- Keeping information about your Points containing personal details (such as statements) safe and disposing of them safely and securely;
- Changing your Security Details on a regular basis;
- Changing your Security Details immediately and informing us as soon as possible, if you know or suspect that someone else knows any of those

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- Security Details, or if we ask you to;
- Never accessing the Statement from a link in an e-mail, sms, or other electronic communication unless sent to you by us;
- Never accessing your Account from any publicly available device, without first making sure that no one else will be able to observe, copy, save, or otherwise obtain your Security Details, or access the Account by pretending to be you;
- Never recording any Security Details on any software which retains information automatically;
- Once you have logged on to or accessed the Account, not leaving the device from which you have accessed the Account or let anyone else use that device until you have logged off following the required procedures; and
- m) Following all security measures recommended by us and/or the manufacturer of the device you use to access the Account.

In case the Members Credit Card is lost or stolen, points earned on the Credit Card can be transferred to the replacement Card within at least 10 working days from the date of notifying Gulf bank.

If any Security Details are lost or stolen, or you suspect that someone else has used or tried to use them, you must tell us without delay by calling us on the following numbers:

- a) From Kuwait: 1805805 or
- b) From outside Kuwait: +965 22444383,or by notifying the branch where your Account is held.

10. Modifications and Changes

The accumulation of Points and each Gulf Points Program is subject to related Program Rules. You are responsible for reading the Program Rules, newsletters, and Gulf Points Account Statements in order to understand your rights, responsibilities, and status in the Gulf Points Program, as well as the structure for earning Gulf Points. We have the sole discretion to interpret and apply the rules, and all questions or disputes regarding these rules will be resolved by us in our sole discretion.

The Gulf Points structure and the Gulf Points Program is subject to modification, cancellation, variation, termination or limitation of any benefits or features thereof or to withdraw or change the membership criteria and/or change the value or validity of the Gulf Points Program at any time, at our sole discretion, without any prior notice to you or liability on our part. The number of Points required to redeem any Gulf Points Point Redemption may be substantially increased or decreased, any Gulf Points Point Redemption may be withdrawn, and restrictions on any Gulf Points Point Redemption may be imposed at any time.

We and our Partners offering the Gulf Points have the right to change, limit, modify or cancel the Gulf Points Program terms and conditions, Gulf Points and Gulf Points levels at any time, without any prior notice to you, even though such changes may affect the value of Points, or the ability to obtain certain Gulf Points Point Redemptions. We and our Partners offering the Gulf Points may, among other things:

- a) Increase or decrease the number of Points received for a stay or required for a redemption;
- b) Withdraw, limit, modify or cancel any redemption;
- Add blackout dates, limit rooms available for any Gulf Points Point Redemption at any participating hotel or otherwise restrict the continued availability of Gulf Points Point Redemption;
- d) change program benefits, travel Partners, locations served by us or our Partners, conditions of participation, rules for earning, redeeming, retaining or forfeiting Point, or rules governing the use of Gulf Points;
- e) Change or cancel a Gulf Points Redemption. In accumulating Points, you
 may not rely upon the continued availability of any Gulf Points Point
 Redemption or Gulf Points Redemption level or category.

11. Term and Termination

Gulf Points - Points are valid for a period of three (3) years from the date the Points are earned. Unless such Points are used prior to the expiration date, Gulf Points shall expire on such date. Upon expiration, unused Points will be removed from the Gulf Points Account as of the expiration date and cannot be re-credited. It is your responsibility to be aware of both the number of Points in your Account, and their expiration date.

Additionally, we have the right to terminate the Gulf Points Program without any written notice to you and without any reason whatsoever. The Gulf Points Program will be terminated (a) in the event of a breach by you of these Terms and Conditions or of any applicable provisions in any policy incorporated by reference herein, or (b) in the event of failure on your part to pay for any outstanding/dues within the prescribed time set by us or for any other reason whatsoever, we reserve the right, at its discretion, to:

- 1. Terminate your membership and close your Gulf Points Account;
- 2. Refuse to award Points;
- 3. Withdraw the Gulf Points Redemption: and/or
- 4. Refuse to redeem the Redemption (s).

result, at our sole discretion, in the forfeiture of all of your Points.

The membership in the Gulf Points Program will terminate automatically upon death, insolvency, unsatisfactory conduct on the Account (which is determined in our sole discretion). In that event, the right to earn Points and redeem Gulf Points is automatically forfeited.

12. Fraud and Abuse

In the case of fraud or abuse involving the Gulf Points Program, Point credit, miles credit, reward use, we reserve the right to take appropriate administrative and/or legal action, including but not limited to revocation/cancellation of any redemption and/or termination of Gulf Points Program Membership, and all Points earned through the Gulf Points Program may be forfeited and any relevant Membership Account(s) closed.

13. Release

You hereby acknowledge and agree that the changes, amendments, modifications and changes to the Gulf Points and the Gulf Points Program my diminish the redemption value of the Gulf Points Program already earned by you and you acknowledge and you hereby irrevocably release and unconditionally discharge us and our officers, board, and employees, jointly and severally from any and all liability, actions, causes of actions, claims, demands for, upon or by reason of any damage, loss (including without limitation loss of profits) which hereafter may be sustained by participating in the Gulf Points Program. This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected damages or losses and liability and the consequences hereof as well as those now disclosed and known to exist. It is further understood and agreed that said participation in the Gulf Points Program is not to be construed as an administration of any liability and acceptance of assumption of responsibility by us, our officers, board, and employees jointly and severally for all damages and expenses for which we, our officers, board, and employees become liable as a result of any alleged act of your participation in the Gulf Points Program.

Governing law and language

- a) The Agreement is governed by the laws of Kuwait. You and we submit to the exclusive jurisdiction of the courts of Kuwait.
- b) The Terms are in English and all communications we send to you will be in English.

These Terms and Conditions shall be an integral part of the Account Opening Terms and Conditions and the Credit Card Terms and Conditions.

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Schedule A

Terms and Conditions of Partner(s)

(1) Al Ghanim Travel Terms and Conditions

The following travel and leisure products are booked through Al Ghanim Travels:

- Flight
- Hotel
- Flight + hotel

1. Scope of our Service

Through the website we (provide an online platform through which all types of flights and temporary accommodation (for example, hotels, motels, hostels and bed & breakfasts, collectively the «accommodation(s)»), by making a reservation through this website you enter into a direct (legally binding) contractual relationship with the accommodation provider at which you book. From the point at which you make your reservation, we act solely as an intermediary between you the airline, and the accommodation, transmitting the details of your reservation to the relevant flight or accommodation provider and sending you a confirmation email for and on behalf of the accommodation provider.

When rendering our services, the information that we disclose is based on the information provided to us by the airline and the accommodation providers. As such, the airlines and the accommodation providers are given access to an extranet through which they are fully responsible for updating all rates, availability and other information which is displayed on our website. Although we will use reasonable skill and care in performing our services we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our website or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each airline and accommodation provider remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates and availability) displayed on our website. Our website does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any accommodation made available.

Our services are made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on our website for any commercial or competitive activity or purpose.

2. Prices and Best Price Guarantee

The prices on our site are highly competitive. All prices provided by Al Ghanim Travel are flight or per room for your entire stay and are displayed including all taxes (subject to change of such taxes), unless stated differently on our website or the confirmation email.

Sometimes cheaper rates are available on our website for a specific stay at an accommodation premises, however, these rates made by accommodations may carry special restrictions and conditions, for example in respect to cancellation and refund. Please check the room and rate details thoroughly for any such conditions prior to making your reservation.

3. Cancellation

By making a reservation with an accommodation provider, or Airline you accept and agree to the relevant cancellation and no-show policy of that accommodation provider, or airline and to any additional (delivery) terms and conditions of the accommodation provider and Airlines that may apply to your reservation or during your stay, including for services rendered and/ or products offered by the accommodation provider or Airline (the delivery terms and conditions of an accommodation provider can be obtained with the relevant accommodation provider). The general cancellation and no-show policy of each accommodation provider or airline is made available on our website on the accommodation information pages, or penalty charges for the airline during the reservation procedure and in the confirmation email. Please note that certain rates or special offers are not eligible for cancellation or change. Please check the room details thoroughly for any such conditions prior to making your reservation.

If you wish to review, adjust or cancel your reservation, please revert to the confirmation email and follow the instructions therein. Please note that you may be charged for your cancellation in accordance with the accommodation providers cancellation, and no-show policy or not be entitled to any repayment of any amount. We recommend that you read the cancellation, (pre)payment and no-show policy of the accommodation provider carefully prior to making your reservation and remember to make further payments on time as may be required for the relevant reservation.