

TERMS AND CONDITIONS

► OFFSHORE BANKING

adcb.com

بنك أبوظبي التجاري

ADCB



Abu Dhabi Commercial Bank PJSC - Jersey Branch

General Terms and Conditions for Personal Accounts

Dated - March 2014

Section A: Account Opening and Operation

1. GLOSSARY

These General Terms and Conditions set out the basis upon which the Bank provides accounts for its clients.

"General Terms and Conditions" or "Terms" means these terms and conditions as amended from time to time and updated from time to time on the Bank's Website; which the Bank reserves the right to amend, vary or add to at the Bank's discretion. The Bank will seek to provide the Account Holder with a copy of any material change to the General Terms and Conditions within reasonable time from the implementation date of such amendment(s);

The following expressions in the Terms shall have the following meanings:

"Abu Dhabi Commercial Bank Group" means Abu Dhabi Commercial Bank PJSC and any of its Holding Bodies, Subsidiaries and bank branches;

"Account" means any account or accounts and/or ancillary service provided by the Bank as further detailed, where in existence, under the specific terms and conditions of that account and/or ancillary service;

"Account Holder" means a person (including any individual or entity) who has an Account in their name held either singly or jointly with another;

"AED" means Arab Emirate Dirham;

"Bank" means Abu Dhabi Commercial Bank PJSC operating through its Jersey branch, whose principal place of business, is 2nd Floor, 27 Hill Street, St Helier, Jersey, JE2 4UA;

"Bank's Website" means the Bank's website accessible at <http://www.ADCB.com>, as amended from time to time;

"Companies Law" means the Companies (Jersey) Law 1991, as amended from time to time;

"Holding Body" has the meaning given to that term by Article 2(3) of the Companies Law;

"Indemnified Parties" means the Bank, its directors, officers, employees, or service providers including Abu Dhabi Commercial Bank Group and any connected companies;

"Joint Account Holder" means a person (including any individual or entity) who has an Account held jointly with another;

"Schedule of Fees" means the schedule of fees and charges applicable to the Account as issued by the Bank from time to time;

"Subsidiary" has the meaning given to that term by Article 2(1) of the Companies Law;

"UAE" means United Arab Emirates;

"Working Day" means a day (other than a Friday, Saturday or Sunday) on which banks and financial markets are open for business in the Island of Jersey and in the United Arab Emirates (except a day which is a public or bank holiday in either the United Arab Emirates or the Island of Jersey);

"you" and "your" and "yourself" refer to the Account Holder.

2. ACCOUNT OPENING

The Bank reserves the right to refuse to establish an account relationship without giving a reason for its decision.

In applying to the Bank to establish an account relationship the applicant is agreeing to complete the Bank's application form fully and truthfully.

The applicant is also agreeing to provide the Bank with any supplementary documentation and information the Bank may require in order to undertake its due diligence obligations as required under the anti-money laundering legislation in force in the Island of Jersey, as amended from time to time. The Bank may undertake searches with appropriate credit reference agencies prior to opening an Account. The applicant further agrees, that it will provide the Bank with any information which would affect its rights and obligations (including tax, immigration, anti-money laundering) under any applicable legislation such as (but not limited to) any change of address or residency (including country of residence) or employment status. Monies introduced by you, or any other person or entity, will be applied to the account. In the event that satisfactory due diligence requirements have not been completed, any monies received from you or on your behalf may be returned to the remitter at the Bank's absolute discretion at any time.

The Indemnified Parties shall not be liable for, and you indemnify the Indemnified Parties in respect of, lost interest or any costs otherwise incurred through funds being returned to the remitter for whatever reason.

The Bank reserves the right to transfer you from your existing Account(s) to other Account(s) we believe are appropriate for you if your existing Account(s) are no longer going to be promoted or operated by us, or if we change the eligibility criteria for such Account(s). If the Bank intends doing so we will advise you in writing no less than 30 days beforehand.

3. ACCOUNT OPERATION

Deposits

The Bank shall credit the Account with sums received by cheque or other commercial papers or instruments which may be deposited for such purposes by the Account Holder. Deposits will not be accepted in cash. The Bank may, at its discretion, credit the Account with any amount deposited by a third party.

Withdrawals

Withdrawals may be made only against cleared funds and may be in cash, against written orders to pay or transfer, against cheques written on forms issued by the Bank or on personal application using Savings/Call Withdrawal Forms issued by the Bank as the case may be.

Withdrawals may be made in United Arab Emirates Dirhams or the currency of the Account. However, if your Account is in any currency other than United Arab Emirates Dirhams, the following shall apply:

- a) Withdrawals in the currency of such Accounts are subject to the relevant currency being available at the branch of the Abu Dhabi Commercial Bank Group from which the withdrawal is demanded;
- b) Deposits in and withdrawals from the Account made in a currency other than United Arab Emirates Dirhams will attract a charge; and
- c) Conversion from a currency to another shall be at the rate of exchange as determined by the Bank applicable on the date of transaction.

You agree that there are risks associated with Accounts denominated in foreign currencies and accordingly you agree that you are solely responsible for all such risks and any costs and expenses whatsoever arising (including, without limitation, those arising from any international, domestic, legal or regulatory restrictions and possible exchange rate fluctuations) in respect of any such Accounts.

In the event the Bank, either at the Account Holder's specific request or on its own accord, approves the payment of any cheque(s) issued by the Account Holder on the Account, despite the available credit balance in the Account being insufficient to cover the value of the said cheque(s), the said act of the Bank shall not be construed as the grant of a credit facility to the Account Holder and the Account Holder shall forthwith credit the Account with the deficit amounts. Such act by the Bank shall be at its discretion and not be deemed available on similar occasions at later dates.

Charges

Charges for the operation of Accounts are as specified in the Schedule of Fees. These charges are applicable to all Account Holders unless the Bank has agreed an alternative arrangement in writing. The Bank shall have the right to levy charges for non maintenance of stipulated minimum balances, annual processing fees on each Account and also for various other facilities provided to you.

The Bank may, at its discretion, amend or add to the charges, at its normal published rates, for all services which it may provide to you,

whether ancillary to these Terms or otherwise, in addition to any charges which may be payable by you pursuant to these Terms. You agree that any and all such amendments or additions will be binding on you even if not notified in advance. If we introduce a charge or increase an existing charge, the Schedule of Fees will be updated on the Bank's website.

Statements

Statements of account will be issued in respect of an Account, with the exception of Accounts held for a fixed term, at least once a year or more frequently if any specific terms applicable to any of your Accounts so provide. Deposit confirmations will be provided in accordance with the specific terms applicable to Accounts held for a fixed term.

You must check all statements and deposit confirmations as applicable and let the Bank know immediately of any errors. If you become aware of any transaction on your Account that has not been authorised by you, you must notify the Bank immediately by telephone. You agree that you have 14 Business Days from the date of such statements, whether in electronic or paper form, in which to object to any matters set out in such statements and that thereafter you will be deemed conclusively to have accepted all matters set out therein as true and accurate in all respects.

Cheque Clearance

The Bank will only accept and honour cheques and drafts:

- a) which are payable to you for payment into your Account; and
- b) which are written in English. The Bank is not obliged to honour cheques written in any other language.

You understand and agree that cheques will be cleared within variable periods after receipt by the Bank depending on the relevant currency of the cheque. Interest will start to accrue 3 to 5 Working Days after receipt by the Bank of the relevant cleared funds. No interest will be paid on a cheque if it is subsequently returned unpaid. The Bank may levy a charge on all stop payment orders.

You must ensure the availability of adequate funds in the Account to meet the cheques issued on the Account. In the absence of adequate funds and if no prior arrangements have been made with the Bank, such cheques would not be honoured. The Bank may levy a cheque returned charge for each cheque returned for lack of funds in the Account.

If any cheque you have paid in is returned to us unpaid or any electronic or other payment you have received is recalled the Bank reserves the right to debit your relevant Account, whether or not it is overdrawn and even if we allow you to make a payment from the Account against these funds.

You must ensure the safe keeping of any cheque leaves issued to you by the Bank. You undertake to immediately notify the Bank in writing of any loss or theft, to carry out any measures required by applicable laws and regulations and to instruct the Bank on the relative standard forms in writing to stop payment of any such cheques. Failure on the part of the Account Holder to give

such notice will absolve the Bank of any responsibility for any loss resulting from the misuse of such lost or stolen cheque leaves.

The Account Holder shall hold the Bank harmless against any damages, claims, losses incurred or sustained by the Account Holder, consequent to any such stop payment order and absolve the Bank of any responsibility towards it.

Overdrafts

A fee may be charged on each occasion a cheque or other debit is passed over an Account, which Account then becomes overdrawn without prior agreement.

Similarly, a fee may be charged on each occasion a cheque or other debit is passed over an Account, which takes the balance of that Account over any agreed overdraft limit.

Whilst an Account is in an unauthorised position the Bank retains the right to charge interest at its prevailing standard debit rate.

You understand that the Bank, in agreeing to open the Account in your name(s) does not in any way commit itself to grant you credit facilities of whatsoever nature and any discretion to do so rests solely with the Bank. If the Bank agrees to grant you an overdraft facility in accordance with these Terms, it will be to the extent and for the period for which the Bank may decide in its sole discretion, subject to any conditions which the Bank may stipulate.

You undertake to pay interest on such overdraft at the rate specified by the Bank from time to time. Such interest shall be calculated on the outstanding debit balance on a daily basis and debited to the Account on the last working day of each calendar month. For the purpose of arriving at such debit balance, the value of cheques/ other payable orders drawn on other banks deposited to the Account, and yet to be realised, will not be taken into account.

The Bank, at its discretion, will levy a monthly minimum charge as overdraft interest. The Bank is empowered to change the rate of interest at any time and without giving prior notice. In all circumstances, the applicable rate is deemed and agreed to have the binding force of a contractual agreement between the Bank and the Account Holder.

Standing orders

The Bank will execute any standing order on behalf of the Account Holder only if there are sufficient cleared funds available in the Account on the specified dates. The Bank will not be responsible for any delays, loss in transit, errors of transmission or errors of the correspondent banks or any circumstances beyond the control of the Bank.

There will be a charge levied for recording, amending and executing standing orders. You hereby indemnify the Bank against any losses, claims, damages and expenses arising in consequence of the execution or non-execution of any standing order given by the Account Holder and to absolve the Bank of any responsibility towards the same.

Minimum requirements for maintaining an Account

You agree that your Account(s) with the Bank are subject to special terms and conditions including minimum balance and other requirements in accordance with the Schedule of Fees.

You agree that if you fail to comply with the Schedule of Fees at any time, the Bank may levy a charge as specified in the Schedule of Fees.

Special dispositions

You understand that the services provided to you by the Bank in relation to the Account will only be available at select branches of Abu Dhabi Commercial Bank Group as determined by the Bank.

Due to applicable rules and regulations and the Bank's internal procedures, certain significant transactions, as decided by the Bank from time to time based on its internal compliance and legal requirements, will be subject to additional scrutiny by the Bank and, as such, you agree that this may affect the normal processing time of such transactions.

Dormant accounts

The Bank, at its discretion, will make inactive any Account on which customer initiated transactions are not made for a period as determined by the Bank and take appropriate action as deemed necessary to safeguard the funds lying in such Accounts. Once an Account has been made inactive, the Account Holder is required to personally present himself/herself at any branch of ADCB in the UAE or where the Account is held to re-activate the Account.

Termination/Closure of accounts

The Bank shall agree to close an Account at the Account Holder's request, subject to the Account Holder:

- a) Making the request in writing preferably on the standard form available at the Bank;
- b) Confirming that no cheque(s) issued by the account holder will be presented after that date; if not, a list of cheques yet to be presented on the Bank should be provided in writing;
- c) Returning to the Bank all unused cheque leaves, passbooks, credit cards (if any), debit cards, etc. issued by the Bank, for cancellation; and
- d) Not having any direct/indirect liabilities to the Bank.

With respect to Joint Account Holders, the Bank will only recognize instructions, including any instructions relating to the closure of Accounts, which are given in accordance with a mandate given by the Joint Account Holders as amended or supplemented from time to time.

The Bank may terminate an Account by sending the Account Holder written notice, which will specify the date on which termination shall take place. The Bank reserves the right to close Account(s) without giving a reason for such a decision. The Bank shall be entitled to close an Account, without any prior intimation to the Account Holder, in the following instances:

- a) If four or more cheques issued by the Account Holder during a calendar year are returned unpaid by the Bank due to insufficient funds; or

- b) If the Account carries a 'zero' balance continuously with no activity in the Account for a period determined by the Bank; or
- c) If the Account is inactive as per (b) above and carries a balance of less than AED 100 or equivalent in any other currency during a year; or
- d) For any other reason which the Bank may deem fit.

Account closing charges as decided by the Bank would be levied when the Account is closed.

Termination or closure of any Account(s) shall not affect any remaining Account(s).

When an Account is closed for the above reasons, the balance, if any, after deducting applicable fees and charges, will be paid to the Account Holder either in cash or will be forwarded by Cashier's Order/Draft to the last known address of the Account Holder.

Rights of the Bank

Death, legal disability or, in the case of an entity, dissolution, of the Account Holder will not terminate the relationship with the Bank until such time as the Bank receives notice of such death, legal disability or dissolution. Until such time, these Terms will continue to be binding on the Account Holder's legal personal representatives. The Bank will disallow further operations on the Account immediately upon receipt of written information of the Account Holder's death, legal disability or dissolution at which time these Terms will be terminated forthwith.

The Bank may at any time in its absolute discretion temporarily disallow further operations of an Account in debit, by notifying the Account Holder in writing. The Account Holder shall thereupon agree to pay the amount of any debit balance with interest and other charges.

The Bank is authorised to debit the Account with all expenses and disbursements incurred in recovering amounts owing to it including legal costs and costs of obtaining and realising security.

The Account Holder acknowledges the Bank's right of set-off over any amounts deposited in the Account as well as the credit balances in any Account related to the Account Holder as an individual or as the sole proprietor or as a Joint Account Holder without prior notice to the Account Holder, in satisfaction of any sums of money now or hereafter due from time to time or owing to the Bank by the Account Holder, whether in the capacity of principal or guarantor. The Account Holder also understands that this right of set-off is in addition to and not in substitution of and without prejudice to any securities lodged with the Bank presently or in the future.

Amounts deposited by the Account Holder or held in the name of the Account Holder shall not be assigned or charged by the Account Holder to any third party including another bank by way of security. For the avoidance of doubt, Abu Dhabi Commercial Bank Group shall not be considered to be a third party.

It is agreed that in the event of default in meeting any liabilities to the Bank or if a case is instituted in courts of law against the Account Holder companies in which he is a shareholder, partner

or beneficial owner by any member of the Abu Dhabi Commercial Bank Group, all credit balances in the name of the Account Holder (borrower) or the Account Holder's companies will immediately be applied in satisfaction of any sums of money due or owing to the Bank by the Account Holder. No other party shall have any right against such balances until such time as the Account Holder's liabilities to the Bank (whether such liabilities be actual or contingent primary or collateral, several or joint) are fully discharged. The Bank may exercise this right, without prior notice, both before and after demand and it is agreed that this is a set-off provision for the purposes of the Bankruptcy (Netting, Contractual Subordination and Non-Petition Provisions) (Jersey) Law 2005. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

The Bank's records and entries alone shall be conclusive proof of any transactions between the Account Holder and the Bank.

The Bank shall not be responsible for any loss or damage of any cheque or any other documents, etc. while they are in transit from the Bank to the Account Holder and vice versa.

The Bank will only act upon instructions in writing duly signed by the Account Holder as per the specimen signature last recorded with the Bank. The Bank shall not be obliged to act upon instructions received from the Account Holder via telephone or facsimile until such time as it has verified the identity of the Account Holder and is satisfied of the authenticity of the instructions.

The Bank shall have the right to freeze credit balances in any of the Accounts in the name of the Account Holder or any associated Account on receipt of a court order to this effect.

The Account Holder agrees that the Bank at any time has the right to freeze any funds in their Account or take any action necessary if the Bank has reason to believe that the funds have been obtained through unlawful means. The Bank may also report any suspected money laundering transactions in their Account to the appropriate authorities.

Conversion of currencies

In the absence of any contrary instruction, the Bank reserves the right to convert incoming funds into a currency for which an Account already exists. Conversions will be carried out at the prevailing rate of exchange on the date cleared funds are available. The Account Holder will meet currency conversion charges.

Electronic Communication

The Bank cannot guarantee the confidentiality or security of public or unencrypted electronic communications and as such, for the Account Holder's own protection, the Bank will not accept any instruction received by these methods.

The Bank may decide, at its sole discretion, to act or decline to act on general enquiries, received via a public or unencrypted electronic communications system.

The Bank will be entitled to communicate with you electronically.

Instructions

If the Bank receives conflicting or ambiguous instructions in connection with an Account or if the Bank is unable to authenticate to its own satisfaction the source of the instruction, the Bank may at its absolute discretion and without liability, act or decline to act as it sees fit. To comply with requirements governing international payments, it will be necessary, when making a payment, to supply some of your personal details in the instruction that we send to the receiving bank, such as your name, the name of the Joint Account Holder if a joint account, your address and the account number from which the amount of the outgoing is being debited. The account number quoted will determine the source or the destination of funds paid to or from the Account. The Bank may in its absolute discretion refuse to act upon your instructions if it considers that by doing so it could be acting unlawfully.

Interest and Taxation

Subject to taxation regulations prevailing on each interest payment date, deposit interest will be paid gross and the Account Holder will be responsible for determining their liability for tax, if any, on such interest arising from a deposit.

If you become a resident of the European Union, you undertake to promptly inform the Bank in writing of such event and to provide the Bank with any documents or information requested by it to allow the Bank to comply with relevant Jersey regulations.

You understand that (EU) member states are subject to legislation pursuant to the European Union Savings Tax Directive with effect from 1 July 2005. This means that under the Jersey law and regulations, a retention tax will be applied to interest payments made on or after 1 July 2005 in respect of the Accounts of EU resident personal Account Holders, unless the Account Holder authorises us to exchange information with the tax authorities or provides proof to the Bank that he/she is exempt from tax retention, in which case deposit interest will be paid gross in accordance with these Terms.

If you authorise us to exchange information with the tax authorities, your personal and account details, including the amount of interest received, will be disclosed annually to the Jersey Comptroller of Income Tax, who will pass those details to the tax authorities of the EU member state in which you are a resident.

You hereby indemnify the Indemnified Parties against any loss, liability or expense whatsoever which may be suffered or incurred by you and/or any of the Indemnified Parties directly or indirectly in connection with any taxation related issue whether or not mentioned herein.

You understand and agree that the Bank is not a tax adviser and we recommend that if you are in any doubt as to your personal tax position, you should seek independent advice from an accountant or other suitably qualified adviser.

Interest rates

Credit balances on Current Accounts are generally non-interest bearing. Where applicable, the credit balances in the Account will be credited with interest on the basis of the amount of the available credit balance. The Bank reserves the right to vary the interest rates applied to account(s), unless a specific interest rate has been agreed under a separate advice.

Interest rates applied to account(s) are available from the Bank on request.

Record keeping

The Bank reserves the right to store any documents or instruments relating to the Account Holder(s)/Account(s) in an electronic format. Any request for original documents or instruments may be satisfied by the Bank providing an electronic copy.

Transfer of Account(s)

The Bank ("Transferor Bank") may, at its sole discretion, transfer your Account (whether it is in credit or debit) to another bank within the Abu Dhabi Commercial Bank Group ("Transferee Bank") and thereafter your Account shall be held by you with the Transferee Bank.

Upon the transfer of your Account in the manner described above:

- a) Your existing mandate, all existing authorisations and instructions and the existing terms of business relating to your Account shall be transferred to and binding upon the Transferee Bank (as if all references to the Transferor Bank referred to the Transferee Bank);
- b) All existing rights and obligations of the Transferor Bank owed by or to you shall be transferred to the Transferee Bank; and
- c) Any claims, liabilities, demands, disputes or complaints arising against the Transferor Bank in connection with your Account at any time shall be made against the Transferee Bank. Neither the Transferor Bank nor the Transferee Bank shall be liable to any person in any respect for any losses, costs, expenses, taxes, duties, claims or demands incurred by any customer as a direct or indirect consequence of any such transfer.

Complaints

Complaints can be made at any branch of Abu Dhabi Commercial Bank PJSC. Complaints will be examined by persons trained in dealing with such matters and the Bank will acknowledge receipt of complaints promptly and keep the Account Holder informed of progress made towards resolution of the same. Following examination of a complaint, the Bank will inform the Account Holder of:

- a) the outcome of the complaint;
- b) how to pursue his complaint with the Bank in case of dissatisfaction with the Bank's response; and
- c) the Account Holder's ability to refer his complaint to the Jersey Financial Services Commission.

Commission sharing

The Bank may share remuneration with another person(s) who has introduced business to the Bank and in so doing has brought about an applicant relationship to the Bank, which would not have taken place without that person(s) involvement. Information pertaining

to the amount of any such remuneration may be notified to the Account Holder by the Bank.

Information relating to the opening of the Account may be shared with the person(s) who has introduced the business to the Bank for the purposes of paying this remuneration. By opening an Account with the Bank you consent to such information sharing and waive any and all claims or rights against the Bank and/or the other person(s) as applicable including, but not restricted to, for breach of confidentiality.

Exclusion of liability and indemnity

No Indemnified Party shall be liable for any loss suffered by the Account Holder in connection with their Account(s) unless such loss arises from any of the Indemnified Parties' gross negligence, wilful default or fraud. The Indemnified Parties shall not be liable for any loss suffered by the Account Holder arising directly or indirectly from any act or default of any other company or person.

The Account Holder will indemnify the Indemnified Parties against any loss, liability or expense whatsoever which may be suffered or incurred by the Indemnified Parties directly in connection with an Account provided except to the extent that such loss, liability or expense is due to the Indemnified Parties' gross negligence, wilful default or fraud.

You will notify us by telephone immediately through our contact centre or in writing if you suspect that someone else knows your password and/or personal details or is trying to access your Accounts without your permission.

Force majeure

In the event of any failure, interruption or delay in performance of the Bank's obligations resulting from acts, events or circumstances not reasonably within the Bank's control, including but not limited to industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications or computer services, the Bank shall not be liable or have any responsibility of any kind for any loss or damage incurred or suffered by the Account Holder as a result.

Governing law

All matters pertaining to an Account and these Terms and Conditions shall be governed by and construed in accordance with the laws of the Island of Jersey and the Account Holder irrevocably submits to the exclusive jurisdiction of the Island of Jersey.

Any dispute or difference between the Bank and/or the Abu Dhabi Commercial Bank Group and the Account Holder arising in connection with an Account, any funds therein or these Terms and Conditions will be submitted to the exclusive jurisdiction of the Island of Jersey.

Obligations

The Bank must be kept informed of any change(s) or dispute(s) that may affect the signing arrangements of an Account. No amendment will affect any outstanding order(s) or transaction(s) or any legal right(s) or obligation(s), which may already have arisen prior to the Bank receiving notice of such event.

Offshore Debit Card and cheque book

Any debit card and cheque book provided to an Account Holder belongs to the Bank and the Bank or any authorised officer, servant, employee, associate or agent of the Bank may retain the debit card and/or cheque book, require the Account Holder and/or debit card holder to return any debit card and/or cheque book or suspend the use of any debit card and/ or cheque book at any time at the Bank's absolute discretion and the Bank shall not be liable for any loss suffered by the Account Holder and/or debit card holder as a result thereof.

Third parties

Nothing in these Terms shall confer any right on any third party to enforce or enjoy the benefit of any aspect of these Terms.

General Provisions

If one or part of these Terms and Conditions becomes invalid or unenforceable under any law, this will not affect the validity of the remaining terms.

The Bank believes these Terms and Conditions are fair. If anyone, or part of them, becomes invalid because it is unfair or for any reason, we can treat it as changed in a way that makes it fair and valid.

The changed terms and conditions will then apply to you and to us on that basis, and the other terms and conditions will remain fully valid.

Headings are for convenience only and shall not affect the interpretation of any of these above Terms and Conditions. Unless the context otherwise requires, the singular includes the plural and vice versa and references to one gender include the other.

4. ADDITIONAL CONDITIONS FOR CERTAIN ACCOUNTS

Accounts for minors

The minimum age for an Account Holder or a party to a Joint Account is 18.

The guardian of a minor, who has authority to operate the Account, will cease operations on the Account when the minor attains majority and/or assumes sole signatory power over the Account.

The guardian indemnifies the Indemnified Parties against any loss that the Bank may incur by reason of any claim, by or on behalf of the minor, and will be personally liable to pay such claim immediately upon demand.

Joint Accounts

Two or more individuals holding a single Account or several accounts jointly in their name are deemed to be Joint Account Holders. Account(s) will be styled in the order provided on the application form, unless otherwise specified. The Bank will treat all joint Account Holders as being entitled to receive all funds held on the Account(s). The Bank will not recognise or be concerned

with any division of ownership of funds held on an Account, unless specifically required to do so by law.

Each of the Account Holders (if more than one) hereby authorises and empowers the other(s) to endorse for deposit and to deposit with the Bank any and all cheques, notes or other commercial papers for the payment of money to or purporting to belong to anyone or all of the Joint Account Holders.

If any such instruments are received by the Bank without having been so endorsed, then the Bank shall return to the Account Holder such instruments for necessary endorsement.

If the Bank receives conflicting instructions from different signatories or Account Holders, the Bank shall have the right to temporarily suspend the operations of the Account, and to request a fresh mandate from all the signatories or Account Holders before giving effect to any such instructions.

Any funds received from or on behalf of any or all of you shall be placed to the credit of the Account(s) and you acknowledge and agree that you shall be jointly and severally liable for any overdraft or loan, which the Bank may permit on the Account(s) from time to time. Upon notice of the death of any one of you, the balance of any Account(s) at that date together with any security or property deposited for such Account(s) shall be held to the order of, the survivors, or survivor of you or to the executors or administrators of such survivor as applicable, but remains subject to any claim, right, lien, charge, pledge or set off howsoever arising the Bank may have.

If any of the terms and conditions is in any way unenforceable or otherwise ineffective against any one or more of you, the rest of you will not be released from your obligations under them.

Sole accounts

In the event of death of a sole Account Holder and where the balance of the Account exceeds £10,000 or its equivalent in another currency (being the amount of that other currency required to purchase the relevant amount at the rate equal to the spot exchange rate of any foreign exchange agent selected in good faith by the Bank) the Bank will require sight of Grant of Probate or Letters of Administration before it is able to release the balance of the Account.

Where the balance of an Account is below £10,000 or its equivalent in another currency (being the amount of that other currency required to purchase the relevant amount at the rate equal to the spot exchange rate of any foreign exchange agent selected in good faith by the Bank) the Bank may release the balance at its discretion without sight of the Grant of Probate or Letters of Administration subject to an indemnity being signed by the executors/administrators and references being taken thereon.

Illiterate customer accounts

An illiterate Account Holder shall be required to provide copies of a recent photograph to be attached to the mandate specimen signature card to facilitate identification.

Cheque leaves or a debit card will not be issued to an illiterate Account Holder.

Withdrawals will be allowed only on personal application and identification of the Account Holder at selected branches of Abu

Dhabi Commercial Bank Group and subject to the branch being fully satisfied as to the identity of the Account Holder.

Third party withdrawals will not be honoured even if the available balance covers the amount of the withdrawal.

Accounts in the name of commercial establishments/institutions

Customers in the category of commercial establishments/institutions undertake to advise the Bank immediately of any changes in their legal status, and any other relevant information. They undertake to periodically provide the Bank with copies of all relevant constitutional documents and signing authorities whenever renewed.

Savings Account

Interest at the stipulated rate prevailing at the time will be calculated on the minimum monthly available balance and credited to the Account half yearly on the last working day in June and December. If the actual applicable interest for a half year is less than the amount specified by the Bank in the Schedule of Fees the Account Holder shall be ineligible for any interest.

A charge as determined by the Bank will be levied for each withdrawal in excess of the applicable maximum allowance in any calendar Month as specified in the Schedule of Fees.

Call deposit accounts

Cheque books will not be issued for call deposit Accounts.

Only four withdrawals will be allowed during a calendar month with an interval of seven (7) days between each withdrawal.

Interest on the daily available balance will be calculated at the prevailing rates for the currency of deposit and credited to the Account on the last working day of each calendar month.

If the actual interest computed for the calendar month is less than the amount specified by the Bank in the Schedule of Fees the Account Holder shall be ineligible for any interest.

Fixed deposits

Considering that a Fixed Deposit is a deposit for a fixed amount for a fixed period at a fixed rate of interest, the following shall apply:

Deposit amount cannot be increased/ decreased during the tenure of deposit.

Fluctuations in the market rates of interest for deposits shall not affect the rates determined and applied on the deposit until the maturity.

In the event of premature breaking of a deposit, a penalty may be charged and/or the Account Holder may not receive any interest on the deposit as specified by the Bank in the Schedule of Fees.

Unless specified otherwise in the terms and conditions applicable to the relevant fixed deposit, in the event of non-receipt of renewal instructions at least ten Working Days prior to the maturity date of the deposit, with or without interest, will be renewed without notice for a similar period at the interest rate prevailing at the time.

Section B: Debit Cards

These Terms and Conditions (the "Terms and Conditions") comprise the agreement between Abu Dhabi Commercial Bank PJSC operating through its Jersey Branch and the Debit Cardholder.

These Terms and Conditions must be read in conjunction with the Bank's General Terms and Conditions for Personal Accounts as well as other terms and conditions governing any accounts the Debit Cardholder may have with the Bank. Such other terms and conditions will continue to be applicable save where they are in conflict with these Terms and Conditions, in which event these Terms and Conditions will prevail to the extent that any such conflict arises.

By signing, activating or using the Debit Card the Debit Cardholder acknowledges and accepts these Terms and Conditions as amended, supplemented or replaced from time to time.

1. DEFINITIONS

Capitalised terms used herein and not otherwise defined shall have the meaning given to them in the Bank's General Terms and Conditions for Personal Accounts.

1.1 In these Terms and Conditions the following expressions shall have the meanings herein designated unless the context otherwise requires:

a) **"Abu Dhabi Commercial Bank Group"** means Abu Dhabi Commercial Bank PJSC and its Holding Bodies, Subsidiaries and branches.

b) **"Account"** means the current, savings or deposit account of the Debit Cardholder with the Bank (whether solely or jointly with another person) used for the purposes of settlement of all Debit Card Transactions undertaken by the Debit Cardholder under and pursuant to these Terms and Conditions.

c) **"ATM"** means an automated teller machine or any Debit Card operated machine or device whether belonging to the Abu Dhabi Commercial Bank Group or other participating banks or financial institutions nominated from time to time by the Bank, which accepts the Debit Card.

d) **"Bank"** means Abu Dhabi Commercial Bank PJSC operating through its Jersey branch, whose principal place of business is at 2nd Floor, 27 Hill Street, St Helier, Jersey, JE2 4UA, its successors and assignees.

e) **"Cash Withdrawal"** means any amount obtained by use of the Debit Card or the PIN or in any manner authorised by the Debit Cardholder from an ATM, the Bank or any other bank or financial institution for debit to the Account

f) **"Cash Withdrawal Fee"** means the fee that may be charged by the Bank to the Account each time a Debit Cardholder makes a cash withdrawal.

g) **“Charges”** means amounts payable by the Debit Cardholder arising from the use of the Debit Card or the Debit Card Information or the PIN under these Terms and Conditions and includes, without limitation, all Debit Card Transactions fees, finance charges, expenses, third party merchant charges, damages, legal costs and disbursements, all of which will be debited to the Account.

h) **“Chip”** means a secure, microprocessor embedded in the Debit Card which provides a comprehensive payment service as a feature of the Debit Card(s) allowing an advanced verification mechanism and convenient usage options. Failure to input the correct PIN may restrict the usage of the Debit Card based on the set criteria of the Bank.

i) **“Companies Law”** means the Companies (Jersey) Law 1991, as amended from time to time.

j) **“Debit Card”** means a debit card issued by the Bank to the Debit Cardholder (and includes primary, supplementary, new, renewed and replacement Debit Cards), which is used to enable Debit Card Transactions in accordance with these Terms and Conditions.

k) **“Debit Cardholder”** means a person authorised to operate the Account and to whom a Debit Card has been issued by the Bank or the person named in the Debit Card application and authorised to use a Debit Card in accordance with the Debit Card application and includes the Primary Debit Cardholder and Supplementary Debit Cardholder(s).

l) **“Debit Card Number”** means the number printed on the face of the Debit Card and all other information requested by a Terminal or a Merchant in order to process Debit Card Transactions.

m) **“Debit Card Transaction”** means any cash withdrawal or payment (including without limitations any reservation made by the Debit Cardholder for air, ship, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation, rental or hire, whether or not utilised by the Debit Cardholder) made using the Debit Card and/or the PIN, regardless of whether a Debit Cardholder signs a sales slip or cash withdrawal slip or other voucher or form, or any refund arising in connection with the use of the Debit Card in any authorised manner for debit or credit to the Account.

n) **“Holding Body”** has the meaning given to that term by Article 2(3) of the Companies Law.

o) **“MasterCard PayPass Debit Card”** means a Debit Card issued by the Bank and programmed with contactless technology allowing its holder to tap the Debit Card on the PayPass readers at selected merchant outlet until the transaction is completed; such Debit Card’s applicable features and terms and conditions may be amended, modified and/or cancelled at the Bank’s sole discretion without prior notice.

p) **"Merchant"** means any corporate entity, person or other establishment supplying goods and/or services who accepts the Debit Card or the Debit Card Information as a mode of payment or reservation by the Debit Cardholder for purchase of goods and/or services from the Merchant.

q) **"Month"** means a calendar month.

r) **"Personal Identification Number"** or "PIN" means, in relation to a Debit Cardholder, the personal identification number - which is selected by the Debit Cardholder to enable the Debit Card to be used at a Self Service Terminal and/or ATM and/or Point Of Sale and/or retail outlets; furthermore a Cardholder may be required to sign for the transaction instead of being asked to enter the PIN; and the Bank reserves the right at its sole discretion to add, replace, or cancel any manner it deems appropriate.

s) **"Primary Debit Cardholder"** means a person other than a Supplementary Debit Cardholder who is issued a Debit Card and who is the first account holder of the Account.

t) **"Schedule of Fees"** means the schedule of fees and charges applicable to the Debit Card as issued by the Bank from time to time.

u) **"Self Service Terminal"** means a terminal or device that is self operated that reads captures and transmits Debit Card information in an unattended environment and provides the user of the Debit Card with the product and/or service requested.

v) **"Spending Limit"** means the amount of available funds in an Account and/or the authorised overdraft limit assigned to an Account.

w) **"Statement of Account"** means the monthly or other periodic statement issued by the Bank to the Debit Cardholder showing particulars of the Debit Card Transactions conducted during the period covered by the statement.

x) **"Subsidiary"** has the meaning given to that term by Article 2(1) of the Companies Law.

y) **"Supplementary Debit Card"** means a Debit Card issued to the Supplementary Debit Cardholder at the request of the Primary Debit Cardholder.

z) **"Supplementary Debit Cardholder"** means the person who has been issued a Supplementary Debit Card.

aa) **"Terminal"** means an ATM, Self Service Terminal or other terminals approved by the Bank and through which Debit Card Transactions can be performed.

1.2 In these terms and Conditions:

a) Words used in these Terms and Conditions denoting the masculine gender shall include the feminine gender and words denoting the singular number shall include the plural number and vice versa.

b) Words implying person shall include a sole proprietor, individual partnership firm, company, corporation or other natural or legal person whatsoever.

c) Headings are for convenience only and shall not affect the interpretation of any provision in these Terms and Conditions

2. THE CARD

- 2.1 At the Debit Cardholder's request, the Bank may, at its discretion, issue a Debit Card to enable the Debit Cardholder to carry out Debit Card Transactions at any Terminal.
- 2.2 The Debit Card may be collected by the Debit Cardholder from the Bank or, if requested by, and at the risk of, the Debit Cardholder, be sent by post or courier to the address notified by the Debit Cardholder to the Bank. In the event that the Debit Cardholder requests that the Debit Card be sent, the Bank may levy a charge which will be debited to the Account.
- 2.3 Upon receipt of the Debit Card, the Debit Cardholder shall sign the Debit Card immediately. The Bank may, additionally, at its discretion, require the Debit Cardholder to complete mandatory procedures in order to activate the Debit Card. Until such procedures (if any) have been completed, no Debit Card Transactions may be undertaken using the Debit Card.
- 2.4 In the event the Debit Cardholder does not wish to have a Debit Card and/or does not wish to be bound by these Terms and Conditions, the Debit Cardholder must cut the Debit Card in half and return both halves to the Bank.
- 2.5 The use of the Debit Card by a Debit Cardholder will constitute binding and conclusive evidence of the Debit Cardholder's acceptance of these Terms and Conditions.
- 2.6 The Debit Card is and will, at all times remain the property of the Bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorised agent. The Bank reserves the right to withdraw the Debit Card at its absolute discretion and/or terminate and/or deactivate the Debit Card with or without (in its absolute discretion) prior notice and in whatever circumstances it deems fit.
- 2.7 The Debit Card has a built in Chip feature in addition to the magnetic strip. The Chip is a secure payment mechanism which is only accepted in certain countries. The Chip may be used at Terminals by using the Debit Card with the Debit Cardholder's signature and/or PIN.
- 2.8 The Debit Card is issued entirely at the risk of the Debit Cardholder and the Bank shall bear no liability whatsoever for any loss or damage arising from the issue, use or the inability to use of the Debit Card, howsoever caused.
- 2.9 The Debit Card is issued on the basis that all Debit Card Transactions initiated with the Debit Card will be debited or credited to the Account. The Debit Cardholder understands that all withdrawals (whether in UAE Dirhams or a foreign currency) will be subject to single, daily and other limits determined from time to time by the Bank.
- 2.10 The Bank is authorised to debit the Account with all expenses relating to processing of transactions, fees and charges

relating to the issue/reissue of the Debit Card(s) and any other charges relating to the use of the Debit Card.

- 2.11 The Debit Card is not transferable and the Debit Cardholder may not pledge the Debit Card as security for any purpose whatsoever.
- 2.12 The Debit Cardholder may not allow any other person to use the Debit Card and/or PIN and shall at all times ensure that the PIN is not disclosed to any person and that the Debit Card is kept in a safe place.
- 2.13 The Bank may from time to time, at its discretion and without prior notice amend, vary or add to these Terms and Conditions or change the available benefits and the scope of the services provided by the Bank in relation to the Debit Card. If the Bank does make any such change, it will be updated on the Bank's website. If the change is material, the Bank will seek to provide the Debit Cardholder with notification of such change within a reasonable time of it being implemented.
- 2.14 If, when the Debit Cardholder expenses relating to processing of transactions, fees and charges relating to the issue/reissue of the Debit Card(s) and any other charges relating to the use of the Debit Card. .
- 2.15 The Bank shall not be liable to the Debit Cardholder or to a third party if:
- a) it disallows temporarily or permanently Debit Card Transactions due to the Debit Cardholder's default under these Terms and Conditions or any other agreement with the Bank and/or the Abu Dhabi Commercial Bank Group; or
 - b) the Debit Card is not honoured or accepted for any reason; or
 - c) the Debit Cardholder or any third party incurs a loss or injury including by reason of a mechanical or other malfunction in connection with any computer, telecommunications, technical or non-technical failure.
 - d) the Debit Card, PIN or the details of the Debit Card are used by a third party, unless and until the Debit Cardholder give us notice that such third party is not authorised; or
 - e) the Debit Cardholder acts dishonestly.
- 2.16 It is agreed that in the event of default in meeting any liabilities to the Bank or if a case is instituted in any court of law against the Debit Cardholder and/or company in which he is a shareholder, partner or beneficial owner by any member of the Abu Dhabi Commercial Bank Group, all balances held in the Account, or any other account with the Bank in the name of the Debit Cardholder (whether jointly or otherwise) will immediately be applied in satisfaction of any sums of money due or owing to the Bank by the Debit Cardholder. No other party shall have any right against such balances until such time as the Debit Cardholder's liabilities to the Bank and/or the Abu Dhabi Commercial Bank Group (whether such liabilities be actual or contingent primary or collateral, several or joint) are fully discharged. The Bank may exercise this right, without prior notice, both before and after demand and it is agreed that this is a set-off provision for the purposes of the Bankruptcy (Netting, Contractual Subordination and Non-

Petition Provisions) (Jersey) Law 2005. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

3. USE OF THE CARD

- 3.1 The Debit Card may be used for Debit Card Transactions:
 - a) up to the Spending Limit, and
 - b) within the validity period on the Debit Card.
- 3.2 It is the Debit Cardholder's responsibility to ensure that sufficient funds are maintained in the Account or an authorised overdraft is available prior to entering into any Debit Card Transaction. If, however, for whatever reason, the use of the Debit Card exceeds any such available balance or facility, the Debit Cardholder shall forthwith pay to the Bank, upon demand by the Bank, the full sum by which such available balance or facility is exceeded. In the event of failure to comply with this condition, the Bank reserves the right to cancel the Debit Card and/or make a transfer from any other Account of the Debit Cardholder with the Bank in accordance with condition 2.16 above.
- 3.3 In the event the Account is debited by an amount in excess of the available funds or the authorised overdraft limit and funds are not transferred to clear such excess drawings within one (1) business day, interest will be charged to the Account at the Bank's applicable rate for unauthorised overdrafts at that time, subject to minimum charges as determined by the Bank from time to time.
- 3.4 If the Account does not have sufficient funds or an authorized overdraft limit to cover the amount of an authorisation request, the Bank reserves the right, at its sole discretion, to decline the Debit Card Transaction.
- 3.5 The Bank shall have the discretion from time to time to set or change the daily cut-off time without notice or responsibility to the Debit Cardholder. Any transaction by use of the Debit Card after such cut-off time shall be treated as a next working day value transaction.
- 3.6 If a Debit Cardholder loses or damages his Debit Card or requires renewal, replacement or additional Debit Cards, the Bank may at its discretion issue such Debit Card or supplementary cards, as the Debit Cardholder may require. The cost of such renewal, replacement or supplemental cards shall be set and charged by the Bank according to the Schedule of Fees.
- 3.7 The Debit Cardholder undertakes to act in good faith at all times in relation to all dealings with the Debit Card and the Bank.
- 3.8 The Bank shall be entitled to, at any time and without notice and without giving any reason and without liability towards the Debit Cardholder, withdraw and restrict the Debit Cardholder's right to use the Debit Card or to refuse to authorise any Debit Card Transaction.

- 3.9 The Debit Card may be used for Debit Card Transactions at any geographic location at designated Merchants and Terminals. The Debit Card may also be used for balance enquiries, deposit of cheques, transfer of funds and other services that the Bank makes available from time to time.
- 3.10 When the Debit Cardholder uses his Debit Card at a Merchant or a Terminal, other than one which is designated as an Abu Dhabi Commercial Bank Group Terminal, the Merchant or owner of the Terminal may levy a charge for their service, or a tax charge, in addition to those outlined in the Schedule of Fees. The Bank has no control over these charges and will not be liable for informing the Debit Cardholder of any such charge or reimbursing the Debit Cardholder for any charges levied.
- 3.11 All Debit Card Transactions made outside the Island of Jersey or in a currency other than the Account currency constitute a withdrawal from the Bank's branch in the Island of Jersey and a remittance to the country where the withdrawal or transaction is effected (at the Bank's prevailing rates of exchange).
- 3.12 The number, amount and currency of withdrawals shall be limited and subject to any restrictions of the Terminal as required under applicable laws and regulations or by these Terms and Conditions.
- 3.13 The Debit Cardholder agrees that their right to use of the Debit Card is subject to the laws, rules and regulations (including without limitation, any exchange controls, regulations or limitations) of the Island of Jersey, the country in which the Debit Card is used (including when the details of the Debit Card are used over the internet and processed by a Merchant in an unknown location) and the bank or financial institution that owns the Terminal.
- 3.14 Use of the Debit Card at any ATM of the Bank or of any other bank or financial institution with whom the Bank has an agreement for the use of the ATM of the said bank or institution will be subject to the withdrawal limits of such ATMs.
- 3.15 The Debit Cardholder will select a PIN to be used in conjunction with the Debit Card when effecting a Cash Withdrawal, or a purchase at retail outlets or any other Debit Card Transaction, if applicable. Debit Cardholder may be required to sign for the transaction instead of being asked to enter the PIN.
- 3.16 The Debit Cardholder should, under no circumstance whatsoever, disclose the PIN to any other person. MasterCard PayPass Debit Cardholder shall tap his card on the MasterCard PayPass reader for small value purchases and may not be required to enter his PIN or sign for the transaction except for security reason.

The Bank is authorized to deduct the amount of any transaction carried out by use of MasterCard PayPass Debit Card with or without use of the PIN or by use of PayPass Debit Cardholder details from his account, whether such instructions have been given or not.

PayPass Debit Cardholder understands that all withdrawals (whether in local or foreign currency) will be subject to single, daily and other limits determined from time to time by the Bank. The maximum value of a single transaction MasterCard PayPass may vary from country to country. These limits may be varied by the Bank at any time by giving MasterCard PayPass Debit Cardholder notice by post, email or at Bank branches, or by posting on the Bank's website.

- 3.17 The use of the Debit Card by the Debit Cardholder to make a Debit Card Transaction shall be deemed to constitute an agreement by the Debit Cardholder to pay all Charges on each such Debit Card Transaction (where applicable).
- 3.18 The Debit Card may not be used to purchase goods and services via the internet, by telephone or mail order, or by any other means where the Debit Card is not physically present with the Debit Cardholder at the time of the transaction.
- 3.19 Each Debit Card Transaction attempted or made with the Debit Card will be subject to prior authorisation by the Bank. The Bank reserves the right to authorise or decline a Debit Card Transaction and will take into account all previous payments that have been authorised, made or agreed to be made from the Account, whether or not such payments have actually been deducted from the Account.
- 3.20 The Bank may also refuse to authorise a Debit Card Transaction if it considers that the Debit Card or Account is being misused or if the Bank suspects fraudulent use of the Debit Card. As part of its authorization and fraud prevention procedures, the Bank may refer an authorization request back to the Merchant, requesting further details about the Debit Cardholder or a further form of Debit Cardholder identification.
- 3.21 The Bank may at any time, at its discretion, without prior notice, without giving any reason and without any liability to the Debit Cardholder, refuse to authorise any Debit Card Transaction or restrict or suspend the Debit Cardholder's right to use the Debit Card or impose limits on all or some categories of transactions carried out with the Debit Card notwithstanding, inter alia, that the Debit Cardholder has adequate funds available in the Account(s) or credit facilities available in the Account.
- 3.22 The Debit Cardholder will be responsible for all transactions recorded in their Account regardless of whether (a) the transactions were processed with the Debit Cardholder's knowledge or express or implied authority or (b) the transactions may be the result of a fraudulent act. The Debit Cardholder hereby authorises the Bank to debit the Account(s) with the amount of any withdrawal, transfer or transaction in accordance with the Bank's record of transactions.
- 3.23 The Debit Cardholder authorises the Bank to debit any of the Account(s) with the amount of any Debit Card Transaction or other transaction effected by use of the Debit Card.

- 3.24 All transactions and obligations arising from the use of the Debit Card in relation to a joint Account shall be binding on, and be the joint and several obligations of, all the joint Account holders. For the avoidance of doubt, these Terms and Conditions and all transactions hereunder will be binding on all Account holders and authorised users (including any Supplementary Debit Cardholders). The joint Account holders shall indemnify the Bank (on a joint and several basis) against any loss, damage, liability, costs and expenses, incurred or suffered by the Bank by reason of any breach of these Terms and Conditions by any authorised user (including any Supplementary Debit Cardholders). Other than the authorized users (including any Supplementary Debit Cardholders) for the relevant Account(s), the Debit Cardholder will not allow any other person to use a Debit Card.
- 3.25 With respect to goods or services acquired with a Debit Card, the Bank shall not be responsible or in any way liable to the Debit Cardholder or any third party (a) for any defect or deficiency in such goods or services, (b) for any breach or non-performance by a third party or (c) for any loss or injury including by reason of any mechanical or other malfunction of any such goods.
- 3.26 The Bank shall be entitled to treat the following as evidence of a transaction properly concluded by the Debit Cardholder through the use of a Debit Card:
- a) any transaction record, credit voucher, cash disbursement slip or other charge record bearing the imprint or other reproduction of embossed information printed on a Debit Card and duly completed; or
 - b) the Bank's record of any transactions effected by the use of a Debit Card including but not limited to any record in any medium related to transactions effected via mail order, the telephone or the internet.
- 3.27 If a transaction disputed by the Debit Cardholder is subsequently proven to have been originated by the Debit Cardholder, the Bank retains the right to charge-back, as from the date when the transaction took place, the transaction amount along with the Bank's prevailing fees, interest or charges and any additional fees and expenses incurred by the Bank in the investigation thereof.
- 3.28 The Bank will credit the Account with the amount of any refund only upon receipt of a properly issued credit voucher from the third party merchant or other establishment, and the Bank shall be entitled to debit associated Charges from the Account.
- 3.29 In the event of any dispute between the Debit Cardholder and any merchant or third party bank or financial institution or any other person, the Debit Cardholder's liability to the Bank shall not in any way be affected by such dispute or any counterclaim or right of set-off that the Debit Cardholder may have against such merchant, bank or financial institution or person.

4. DEPOSIT OF CHEQUES AND OTHER INSTRUMENTS

- 4.1 Cheques and/or other instruments may only be deposited at certain designated ATMs and Self Service Terminals using the Debit Card. All credits of cheques and/or other instruments to an Account will be done only after verification by the Bank. The amount of the deposit verified by the Bank shall be deemed the correct amount of the deposit. The record issued by any terminal only represents what the Debit Cardholder claims to have deposited. Cheques that are deposited will be sent for collection and the funds will be available only after the cheques have cleared in accordance with the terms hereunder and the Bank's other policies and procedures
- 4.2 Where a Debit Cardholder chooses to utilise the funds transfer or bill paying facilities through ATMs or other Self Service Terminals, the Debit Cardholder will be solely responsible for advising the correct Account to which transfers are to be made and the correct consumer/reference numbers relative thereto, in the prescribed form provided and also for advising the Bank of any changes in the consumer/reference numbers thereafter.
- 4.3 When a Debit Cardholder uses an ATM or other Self Service Terminal to transfer funds from one Account to another predetermined Account within the Bank or the Abu Dhabi Commercial Bank Group, it is the Debit Cardholder's sole responsibility to select the correct key to indicate the Account to which he wishes to transfer the funds. The Bank shall not be liable for the Debit Cardholder's keying errors.
- 4.4 The Bank shall not be a party to queries or disputes regarding excess, insufficient, late or incorrect payment to Accounts, or disputes, of any nature whatsoever that may arise between the Debit Cardholder and the designated recipient of a payment. The Bank shall not be liable for any loss or damage arising directly or indirectly from the utilisation of the funds transfer facility.

5. FEES AND CHARGES

- 5.1 Use of the Debit Card is subject to the Bank's Schedule of Fees. Details of these fees and charges are available on the website www.adcb.com and are available upon request.
- 5.2 The Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the fees, handling charges, additional charges or the charges or fees for services.
- 5.3 All charges levied on the Debit Cardholder shall be in the billing currency of the Account.
- 5.4 The Bank may levy Charges for the provision of copies of sales vouchers/cash withdrawal slips and any further services that the Bank may provide from time to time in connection with the Debit Card. In such case, the Bank shall charge the Debit Cardholder handling charges which shall be payable by the Debit Cardholder to the Bank immediately upon provision of the services by the Bank.

- 5.5 Unless the Debit Card Transaction currency and the account currency are both denominated in AED, one or more currency conversions will be necessary to process the Debit Card transaction to be converted into the Account currency and these will be conducted at the Bank's prevailing rates of exchange. The Bank may at its discretion charge a processing fee and other charges at the Bank's prevailing rates. The Debit Cardholder will reimburse the Bank for all costs and expenses the Bank incurs as a result of such transactions.
- 5.6 A service charge will be levied on all Debit Card Transactions made with the Debit Card at ATMs not belonging to the Abu Dhabi Commercial Bank Group in accordance with the Bank's tariff for such transactions.

6. SUPPLEMENTARY DEBIT CARD

- 6.1 The Bank may in its absolute discretion issue a Supplementary Debit Card to a person nominated by a Debit Cardholder and approved by the Bank.
- 6.2 These Terms and Conditions shall also apply to each Supplementary Debit Cardholder. Every Supplementary Debit Cardholder shall be jointly and severally liable with the Primary Debit Cardholder for all Charges, Debit Card Transactions or other transactions carried out using the Debit Card including the Supplementary Debit Card.
- 6.3 The Primary Debit Cardholder and each Supplementary Debit Cardholder shall not permit the total of Charges, Debit Card Transactions and other transactions incurred through their respective cards to exceed the overall Spending Limit on the Account.
- 6.4 The expiration or termination of the Debit Card held by the Primary Debit Cardholder shall not terminate the Supplementary Debit Card issued to the Supplementary Debit Cardholder. The Primary Debit Cardholder may, at any time, request the Bank in writing to cancel the Supplementary Debit Card. The termination of the Supplementary Debit Card, for whatever reason, shall not terminate the Debit Card issued to the Primary Debit Cardholder. Notwithstanding the foregoing, the Primary Debit Cardholder shall at all times remain liable for any undertakings, liabilities and obligations of the Supplementary Debit Cardholder.
- 6.5 Undertakings, liabilities and the obligations of a Primary Debit Cardholder and each Supplementary Debit Cardholder to the Bank and the Bank's rights herein shall not be affected in any way by any dispute between the Primary Debit Cardholder and a Supplementary Debit Cardholder.
- 6.6 The Primary Debit Cardholder shall indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise incurred by the Bank by reason of any legal disability or incapacity of a Supplementary Debit Cardholder or any breach of these Terms and Conditions by a Supplementary Debit Cardholder.

7. LOSS OF CARD and/or PIN

- 7.1 In the event that the Debit Card is lost or stolen or if the PIN is disclosed to any other party, the Debit Cardholder shall immediately notify the Bank of the said loss, theft or disclosure, together with the particulars thereof and, if necessary, shall promptly inform the police in the country where such loss or theft or disclosure occurred. Until the loss, theft or disclosure is reported to the Bank, the Debit Cardholder will be responsible for all transactions purportedly processed by using the Debit Card.
- 7.2 The Bank may at its absolute discretion issue a replacement for any lost or stolen Debit Card or a new PIN which shall be subject to these Terms and Conditions or such other terms and conditions the Bank may require from time to time.
- 7.3 In the event that the Debit Cardholder recovers the lost or stolen Debit Card, he shall immediately return the same cut in half, to the Bank, without using it. A Debit Cardholder shall not use the PIN after its disclosure to any party.

8. TERMINATION

- 8.1 The Bank may, at its sole discretion, terminate the Debit Card by giving the Debit Cardholder prior written notice. Upon such termination, the Debit Cardholder must immediately cease all use of the relevant Debit Card(s) and return the Debit Card(s) to the Bank cut in half and all applicable Charges and other amounts showing in the closing Statement of Account shall be immediately due and payable to the Bank. All covenants, duties and obligations of the Debit Cardholder contained herein shall continue in full force and effect notwithstanding the termination of a Debit Card.
- 8.2 The use of the Debit Card shall be suspended or terminated immediately upon the suspension or termination of the Account or the credit facilities available to the Debit Cardholder on the Debit Card.
- 8.3 The Debit Cardholder may at any time notify the Bank of his intention to close the Account and terminate the use of all Debit Cards by giving a notice in writing and returning all Debit Cards cut in half to the Bank. The Account shall be closed only after the receipt by the Bank of all Debit Cards cut in half and full payment of all Charges and liabilities under the Account.

9. EXCLUSION OF LIABILITY

- 9.1 The Debit Cardholder undertakes and agrees to indemnify the Abu Dhabi Commercial Bank Group and hold it harmless against any loss, damage, liability, costs and expenses, whether legal costs or otherwise, which the Bank may incur under these Terms and Conditions including, without limitation (a) any breach thereof by the Debit Cardholder or (b) the enforcement of the Bank's rights as herein provided. All costs and expenses including attorneys' fees incurred by the Bank in enforcing and seeking to enforce these Terms and

Conditions or otherwise, may be debited to any Account(s) of the Debit Cardholder with the Bank and shall be paid by the Debit Cardholder.

- 9.2 The Abu Dhabi Commercial Bank Group shall not be responsible for any liability, loss or damage whatsoever, caused to or suffered by the Debit Cardholder as a result of (a) the Abu Dhabi Commercial Bank Group, the Bank or a Merchant or other bank or financial institution or any ATM or other party refusing to allow a Debit Card Transaction or refusing to accept the Debit Card or the Debit Card Information or the PIN or refusing to extend or provide cash withdrawals; (b) for any defect or deficiency in the goods or services supplied to the Debit Cardholder by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Debit Card Transaction; (c) the malfunction of any Terminal or disruption of communication systems, bank or other domestic/international payment networks; (d) the enforcement of the Abu Dhabi Commercial Bank Group's rights as herein provided; (e) any injury to the credit character and reputation of the Debit Cardholder in and about the repossession of the Debit Card; (f) any misstatement, misrepresentation, error or omission in any details disclosed by the Bank; (g) any transactions that may be the result of a fraudulent act (unless if such fraud has been caused by an employee of the Bank) and/or (h) any dispute between the Debit Cardholder and any Merchant or bank or financial institution or any other person.

10. NOTICES

In addition to any notice requirements contained elsewhere in this document:

- 10.1 If the Debit Cardholder changes his place of residence from the one indicated at the time of issuance of the Debit Card ("Initial Place of Residence"), the Debit Card including all Supplementary Card(s) must be returned to the Bank fourteen (14) days prior to the Debit Cardholder's departure from the Initial Place of Residence and the use of the Debit Card including all Supplementary Card(s) shall be deemed to have been terminated. The annual fee paid shall not be refundable upon termination.
- 10.2 All communications under these Terms and Conditions sent to the Primary Debit Cardholder or a Supplementary Debit Cardholder shall be deemed to be communications sent to all of them.

11. DOCUMENTARY REQUIREMENTS

The Debit Cardholder undertakes to promptly furnish the Bank upon request all documents including incorporation documents, business licences and permits which the Bank may require in connection with the issue of a Debit Card.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 All matters relating to the Debit Card and these Terms and Conditions shall be governed by and construed in accordance

with the laws of the Island of Jersey and the Debit Cardholder irrevocably submits to the exclusive jurisdiction of the Island of Jersey

- 12.2 Any dispute or difference between the Bank and/or the Abu Dhabi Commercial Bank Group and the Debit Cardholder arising in connection with the Debit Card, the Account, any funds therein or these Terms and Conditions will be submitted to the exclusive jurisdiction of the Island of Jersey.

13. GENERAL PROVISIONS

If one or part of these Terms and Conditions becomes invalid or unenforceable under any law, this will not affect the validity of the remaining terms. The Bank believes these Terms and Conditions are fair. If any one, or part of them, becomes invalid because it is unfair or for any reason, we can treat it as changed in a way that makes it fair and valid. Changed terms and conditions will then apply to the Debit Cardholder and the Bank on that basis, and the other terms and conditions will remain fully valid.

Section C: ADCBBMobile -Mobile Phone Banking Services

ADCBBMobile, the Bank's Mobile Banking Services is governed by the following terms and conditions in Section C ("Terms and Conditions").

Other terms and conditions governing the Account(s) with the Bank will continue to be applicable save where such other terms and conditions are in conflict with these Terms and Conditions, in which event these Terms and Conditions will govern the Mobile Banking Services. By registering for and using the Mobile Banking Services the Account Holder acknowledges and accepts these Terms and Conditions any supplementary terms and conditions that may, from time to time be in force and ADCBB's General Terms and Conditions for Account Operation.

1. DEFINITIONS

Capitalised terms used herein and not defined in this Section C shall have the meaning given to such terms in the General Terms and Conditions for Account Operation. In these Terms and Conditions the following expressions shall have the meanings herein designated unless the context otherwise requires:

"Alerts" mean customized messages relating to predetermined and linked accounts of the Account Holder in response to the Triggers sent by SMS.

"Branch" means the branch of the Bank with which the Mobile Banking Account is maintained.

"CSP" means the Cellular Service Provider with whom the Bank has an arrangement for providing the Mobile Banking Services.

"Mobile Banking Account" means any Account for which the Mobile Banking Services are utilized.

"Mobile Banking Services" mean the Alerts and Requests and any other additional services that may be provided by the Bank to the Account Holder from time to time using SMS.

"Requests" means any request of the Account Holder for information relating to or for execution of transactions on the Mobile Banking Account and response thereto by the Bank.

"SMS" means short messaging service sent over a mobile phone, email, fax or other modes of communication.

"Triggers" mean the customized triggers to be set or placed by the Account Holder with the Bank with respect to specific events or transactions relating to the Mobile Banking Account in order to enable the Bank to send the corresponding Alerts to the Account Holder and generalized alert messages (example: birthday greetings, launch of service notices) sent by the Bank from time to time.

2. GENERAL

- 2.1 The Account Holder understands that the Mobile Banking Services comprises of Alert services and Request services.
- 2.2 Under the Alert services the Bank will send the Account Holder Alerts with respect to events/ transactions relating to the Account Holder's Mobile Banking Account(s) with the Bank. The Account Holder understands that the Bank may, from time to time, send Alerts that are relevant to the Account Holder's Account(s) or the Bank's products. The Account Holder consents to receipt of such Alerts. The Account Holder may request the Bank not to send the Account Holder Alerts unrelated to the Account Holder's Account(s).
- 2.3 Under the Request services, the Account Holder can send a request by way of an SMS to a telephone number provided by the Bank requesting information relating to the Account Holder's Mobile Banking Account(s) or executing transactions relating to payment of utility bills, internal and external transfer of funds to or from any Account and payment of credit card bills, card activation, cheque book request, top up and/or renewal of Al Wasel and other similar programs and such other transactions that the Bank may introduce from time to time. Upon execution of the transaction the Bank shall send a SMS to the Account Holder confirming such execution.
- 2.4 In order to avail the Mobile Banking Services, the Account Holder must register for Mobile Banking Services at a Branch of the Bank or through ADCB Personal Internet Banking , ADCB's Phone Banking Service or SMS to a telephone number provided by the Bank. The Account Holder understands that such registration for the Mobile Banking Services will be deemed to be the Account Holder's agreement to these Terms and Conditions.

The Bank reserves the right to accept or refuse the Account Holder's registration application without providing any reason.

- 2.5 The Bank will not be liable for the failure of the Account Holder to receive an Alert or for the failure to execute a Request if the Account Holder fails to provide updated information to the Bank. The Account Holder agrees to provide any additional information required by the Bank, from time to time, for the purpose of making the Mobile Banking Services available to the Account Holder.

3. AVAILABILITY

- 3.1 The Mobile Banking Services are available to the Account Holder at the Account Holder's request.
- 3.2 The Alerts may not be received by the Account Holder, and Requests may not be received by the Bank, if the Account Holder is outside the coverage area of the CSPs or the areas forming part of the roaming network of such CSPs at the time of transmission of such Alerts or Requests and, in such cases,

the Bank will not be liable for such failure of transmission.

- 3.3 The Bank may, if feasible, extend the Mobile Banking Services to other cellular service providers as will be notified by the Bank from time to time.

4. PROCESS

- 4.1 To receive Alerts, the Account Holder will need to provide to the Bank set Triggers either (i) over the Bank's website through ADCB Personal Internet Banking ; (ii) through ADCB's Phone Banking Service or (iii) through written instructions.
- 4.2 The Account Holder is responsible for informing himself/herself of the process for using Mobile Banking Services and the Bank is not responsible for any error by the Account Holder in setting the Triggers.
- 4.3 To set Triggers through the Bank's website, the Account Holder may be required to use the ADCB Personal Internet Banking and the terms and conditions relating thereto will apply. To set Triggers through ADCB's Phone Banking Service the Account Holder will be required to use his TPIN (as defined in the Section E) and the terms and conditions of ADCB Phone Banking Service will apply to such usage. The terms and conditions relating to the ADCB Personal Internet Banking and ADCB Phone Banking Service must be read in conjunction with and in addition to these Terms and Conditions. To set the Triggers by written instructions, the Account Holder must fill in the prescribed application form and sign the same and deliver it by fax/courier to the Bank in order for the Bank to set the Alerts for the Account Holder after verification of such application.
- 4.4 The Account Holder acknowledges that the Bank may at a later stage send Alerts and receive Requests via additional mediums of communication. Initially, Alerts and Requests shall be sent and received via email and/or through SMS messages to and from the mobile phone of the Account Holder. The Bank may from time to time, change the features of any Trigger or Alert or Request. The Account Holder will be responsible for keeping himself/herself updated as to the available Triggers or Alerts or Requests, which will be notified by the Bank over its website. The Account Holder may, from time to time, change or add to the Triggers he has selected without the necessity of a new registration.
- 4.5 The Account Holder accepts that all information/instructions/Triggers/Requests will be transmitted to and/or stored at various locations and will be accessed by personnel of the Bank (and its affiliates) within or outside the United Arab Emirates.

5. JOINT ACCOUNTS

- 5.1 For joint accounts the Mobile Banking Services will be available only to the primary or first named signatory.

6. SETTING TRIGGERS AND RECEIVING ALERTS AND SENDING REQUESTS AND RECEIVING INFORMATION

- 6.1 The Bank will not acknowledge receipt of any Triggers set by the Account Holder nor will the Bank be responsible to verify any Triggers and/or Requests or the Account Holder's mobile phone number. The Bank will endeavour to give effect to Triggers and/or Requests on a best effort basis and as soon as practically possible.
- 6.2 The Bank may, in its discretion, not give effect to any Triggers and/or Requests if the Bank has reason to believe in its sole discretion that the Triggers and/or Requests are not genuine or otherwise improper or unclear or raise a doubt or cannot be put into effect. The Bank will in such event be under no duty to notify the Account Holder of its decision.
- 6.3 The Account Holder is responsible for notifying the Bank of any change in his phone number or email address or Mobile Banking Account details, and the Bank will not be liable for the Account Holder's receipt of (or failure to receive) Alerts over the Account Holder's mobile phone number or email address recorded with the Bank.
- 6.4 The Account Holder acknowledges that to receive Alerts, his mobile phone must be in an "on" mode. If the Account Holder's mobile phone is kept "off" for a continuous period of forty eight (48) hours from the time of delivery of an Alert , that particular Alert may not be received by the Account Holder.
- 6.5 Triggers and Requests will be processed by the Bank upon receipt by the Bank. The Account Holder acknowledges that there will be a certain time lag between the Bank processing the Triggers and Requests and sending the Alerts containing the information requested in, and/or confirmation of execution of, a Request.
- 6.6 The Account Holder acknowledges that the Mobile Banking Services are dependent on the infrastructure, connectivity and Services provided by the CSPs and other service providers engaged by the Bank and the Account Holder. The Account Holder accepts that timeliness, accuracy and readability of Alerts, information and confirmation of execution of Requests sent by the Bank will depend on factors affecting the CSPs and other service providers. The Bank shall not be liable for non-delivery or delayed delivery of Alerts, information and/or confirmation of execution of Requests or errors, losses or distortion in transmission of Alerts, information and/or confirmation of execution of the Requests to the Account Holder. The Bank shall not be liable for the Account Holder's lack of receipt of Alerts, information and/or any failure of the Bank to execute Requests due to technical defects in the Account Holder's phone or any damage or loss incurred by the Account Holder as a result of use of the Mobile Banking Services (including relying on the Alerts, information and/ or confirmation of execution of the Requests) for causes which

are not directly attributable to the Bank. The Bank shall not be liable in any manner to the Account Holder in connection with the use of the Mobile Banking Services.

- 6.7 The Account Holder accepts that each Alert, information and/or confirmation of execution of the Requests may contain account information relating to the Account Holder. The Account Holder authorizes the Bank to send such account-related information by way of the Mobile Banking Services. The Account Holder acknowledges that the Alerts, information and/or confirmation of execution of the Requests sent to the Account Holder contain confidential information and should such confidential information be sent to, or received by, another individual through no fault of the Bank, the Bank will not be liable for such disclosure.

7. WITHDRAWAL OR TERMINATION

The Bank may, in its discretion and without prior notice, temporarily suspend the Mobile Banking Services or terminate them completely.

8. FEES

The Mobile Banking Services are currently made available by the Bank on a complimentary basis. The Bank reserves the right to and in the future intends to charge the Account Holder for use of the Mobile Banking Services by the Account Holder. The Bank shall notify the Account Holder of such charges, as and when they become applicable.

The Account Holder shall be liable for payment of such airtime or other charges that may be levied by the CSP in connection with sending of the Requests and/or receipt of the Alerts, information or confirmation of execution of Requests as per the terms and conditions of the CSP.

9. DISCLAIMER

- 9.1 The Account Holder is solely responsible for protecting their TPIN, mobile phone number and/or email address.
- 9.2 The Bank will not be liable for (a) any unauthorized use of the Account Holder's TPIN or mobile phone or email address for any fraudulent, duplicate or erroneous instructions/Triggers/Requests; (b) acting in good faith on any instructions/Triggers/Requests received by the Bank; (c) any error, default, delay or inability of the Bank to act on all or any of the instructions/Triggers/Requests; (d) any loss of any information/ instructions/Alerts/Requests in transmission; or (e) any unauthorized access by any other person to any information/instructions/Triggers/ Alerts/Requests or any breach of confidentiality.
- 9.3 The Bank will not be concerned with any dispute between the Account Holder and the CSP or any other third party, and the Bank makes no representation or warranty with respect to the quality of the service provided by the CSP or any third party and makes no guarantee for timely delivery or accuracy of the contents of each Alert or other information.

10. LIABILITY AND INDEMNITY

The Account Holder shall not interfere with or misuse in any manner whatsoever the Mobile Banking Services and in the event of any damage due to improper or fraudulent use by the Account Holder, the Account Holder shall be liable for any damages to the Bank. If the Account Holder notifies the Bank that it wishes to unsubscribe from the Mobile Banking Services, the Account Holder shall remain liable for all the Triggers, Alerts, Requests and transactions that occur prior to the Bank deactivating the Account Holder's Mobile Banking Services.

Section D: ADCB Personal Internet Banking

ADCB Personal Internet Banking, the Bank's Personal Internet Banking Services is governed by the following terms and conditions in Section D ("Terms and Conditions").

Other terms and conditions governing the Account(s) with the Bank will continue to be applicable save where such other terms and conditions are in conflict with these Terms and Conditions, in which event these Terms and Conditions will govern ADCB Personal Internet Banking. By registering for and using ADCB Personal Internet Banking the Account Holder acknowledges and accepts these Terms and Conditions and any supplementary terms and conditions that may, from time to time be in force and the Bank's General Terms and Conditions for Account Operation.

1. DEFINITIONS

Capitalised terms used herein and not defined in this Section D shall have the meaning given to such terms in the General Terms and Conditions for Account Operation. In these Terms and Conditions the following expressions shall have the meanings herein designated unless the context otherwise requires:

"AED" means the Arab Emirate Dirham.

"ADCB Personal Internet Banking" means the internet banking service, including Personal Internet Banking that the Bank makes available in its website, accessible through the internet network, to enable the electronic receipt and transmission of information and Instructions (including in relation to an Account).

"Instruction(s)" means any request or instruction to the Bank which is effected through ADCB Personal Internet Banking .

"Password" is a unique 8 character alpha-numeric expression used to access ADCB Personal Internet Banking .

"UAE" means United Arab Emirates

"User ID" means the 6-20 digit identity number assigned to the Account Holder by the Bank for accessing ADCB Personal Internet Banking .

2. ACCEPTANCE OF ADCB PERSONAL INTERNET BANKING

- 2.1 By using the ADCB Personal Internet Banking , the Account Holder acknowledges and accepts these Terms and Conditions as binding. If the Account Holder has previously used the internet banking service of the Bank, their first use of ADCB Personal Internet Banking is confirmation of the Account Holder's acceptance of these Terms and Conditions.

3. USE OF ADCB PERSONAL INTERNET BANKING

- 3.1 In order to use ADCB Personal Internet Banking the Account

Holder must maintain an Account with the Bank and must be registered by the Bank for use of ADCB Personal Internet Banking . The Bank reserves the right to refuse any application for use of ADCB Personal Internet Banking . Registration is done by submission by the Account Holder of an online registration form and acceptance of the same by the Bank signified by confirmation on the Account Holder's computer screen that the Account Holder has been successfully registered.

- 3.2 ADCB Personal Internet Banking can be used to view the balance of any Account, transfer funds to or from any Account, view Statement of Account, give standing order payment instructions in relation to any Account, payment of utility bills, payment of credit card bills, cheque book request, update the personal details of the Account Holder and any other transaction that the Bank may introduce from time to time.

4. AUTHORITY TO ACT ON INSTRUCTIONS

- 4.1 The Account Holder agrees to irrevocably and unconditionally accept as binding any Instruction made or given in connection with ADCB Personal Internet Banking at their sole risk and responsibility.
- 4.2 The Account Holder agrees that any Instruction received by the Bank shall be deemed to have been authorised and to have originated from the Account Holder, even if it may conflict with any other Instruction given at any time concerning the Account(s) or affairs and the Account Holder authorises the Bank to debit the Account(s) with any amounts the Bank has paid or costs incurred in accordance with any Instructions.
- 4.3 The Account Holder agrees that the Bank can act on any Instructions issued by the Account Holder or purportedly issued by the Account Holder without obtaining any further written or other confirmation from the Account Holder, even if any such Instructions is not issued or authorised by the Account Holder.
- 4.4 The Account Holder agrees that any person who uses their User ID and Password will be allowed access to ADCB Personal Internet Banking and to the Account(s). The Bank is not obliged and will not further check the identity of any such person or the authenticity of an Instruction given by any such person.
- 4.5 If the Bank has Instructions for more than one payment from an Account on the same day, it will determine the order or priority in which the payments are made.
- 4.6 In the event that you request the modification, cancellation or delay of an existing Instruction, the Bank will make reasonable efforts to modify, not process or delay processing such an Instruction in accordance with the Account Holder's request, but the Bank shall not be liable for any failure to comply with any such request.
- 4.7 The Bank shall not be liable for any failure by any third party with which the Account Holder has accounts or for any delay or other shortcoming of any such third party.

- 4.8 The Account Holder is responsible for the accuracy of all Instructions and the Bank shall not be liable for any consequences by reason of any erroneous Instruction issued or purportedly issued by the Account Holder.
- 4.9 The Bank may reset the Account Holder's User ID or Password at any time, by notifying the Account Holder in writing. The Account Holder may also change their Password at any time by contacting the ADCB Personal Internet Banking support team of the Bank.

5. DELAY OR REFUSAL TO ACT ON INSTRUCTIONS AND NON-AVAILABILITY OF ADCB PERSONAL INTERNET BANKING

- 5.1 The Bank may refuse to act on an Instruction, including without limitation:
- a) if the Bank suspects or reasonably considers the Account Holder's Instruction not to be accurate or authentic;
 - b) if the Bank may be in breach or contravention of any laws, regulations or other such duty by acting on such Instruction;
 - c) if a transaction exceeds a particular value or other limit;
 - d) if the Bank knows or suspects a breach of security; or
 - e) by reasons of conditions beyond the Bank's control (including any systems or equipment failure or other force majeure causes).
- 5.2 The Account Holder agrees that the Bank may, at its sole discretion, delay acting upon an Instruction or ask for more information before acting on an Instruction.
- 5.3 The Bank may, at any time, suspend access to ADCB Personal Internet Banking provided to the Account Holder where the Bank considers it necessary or advisable to do so.
- 5.4 The Account Holder agrees that routine maintenance requirements, excess demands on the systems and circumstances beyond the Bank's control may result in ADCB Personal Internet Banking not being available during its normal operating hours.

6. SECURITY PROCEDURES

- 6.1 To enable the Account Holder to use ADCB Personal Internet Banking the Bank will give the Account Holder a User ID and an initial Password. The User ID and Password will be used to identify the Account Holder whenever the Account Holder accesses ADCB Personal Internet Banking .
- 6.2 The Bank may from time to time provide guidelines for ensuring the security of User ID and Password
- 6.3 The Bank may deactivate a User ID or Password at any time without notice if it believes they are being misused.

7. ACCOUNT HOLDER'S RESPONSIBILITIES

- 7.1 The Account Holder has sole responsibility for:

a) ensuring availability of sufficient funds in the Account to which ADCB Personal Internet Banking relates before effecting any transfers. If for any reason an Account is overdrawn by the use of ADCB Personal Internet Banking, the Account Holder shall be responsible for immediately making up the deficit including towards any associated charges by a direct payment or transfer of funds from another Account or any other account maintained with another bank.

b) acquiring and maintaining any equipment required for the Account Holder's continued access to and use of ADCB Personal Internet Banking (such as telephone or computer), and anti-virus and other security measures for the Account Holder's computers including measures for adequate protection and back up of data and/or equipment and to undertake reasonable precautions to scan and protect the Account Holder's computer systems and applications free from any computer viruses or other destructive properties;

c) complying with the Bank's general terms and conditions of operating account(s) including the Accounts;

d) the accuracy of all information transmitted to the Bank's systems by the Account Holder;

e) using ADCB Personal Internet Banking as directed by the Bank; and

f) checking the Account records and statements carefully and promptly notifying the Bank of any discrepancies.

7.2 The Account Holder agrees:

a) not to interfere with or damage (or attempt to interfere with or damage) any User ID, Password, data or software associated with ADCB Personal Internet Banking ;

b) to keep their User ID and Password secure and secret at all times and take steps to prevent unauthorised use of it.

In particular, the Account Holder agrees, in relation to the use of ADCB Personal Internet Banking to:

- never write or otherwise record the User ID or Password in a way that can be understood by someone else;
- never record/store the User ID and Password together;
- never disclose the User ID or Password to any persons including the Bank's staff;
- never select a Password which is easy to guess or which represents the Account Holder's birth date, a recognizable part of the Account Holder's name or any personal details which are easily accessible to third parties such as the Account Holder's telephone number;
- never record the User ID or Password on any software which saves it automatically;
- never access ADCB Personal Internet Banking from any computer connected to a local area network (LAN) or any public internet access device or access point without first

making sure that no one else will be able to observe or copy the Account Holder's access or get access to ADCB Personal Internet Banking pretending to be the Account Holder;

c) to change the Password on a regular basis;

d) to notify the Bank immediately if a record of the User ID and/or Password is lost or stolen or the Account Holder becomes aware or suspects another person knows their User ID or Password or has made unauthorised use of ADCB Personal Internet Banking . The Bank will then, use its best efforts to cancel the Password and arrange for the Account Holder to select/collect a new Password;

e) not to respond to emails asking for secure information, even if they appear to have been received from the Bank. In particular not to disclose the Password in any mail to any person including the Bank;

f) to exit ADCB Personal Internet Banking when leaving the computer unattended; and

g) to comply with any requirements designed to protect the security of the use of ADCB Personal Internet Banking which are notified by the Bank to the Account Holder.

7.3 The Account Holder also undertakes:

a) to promptly notify the Bank immediately of any faults, errors or inconsistencies in the use or operation of ADCB Personal Internet Banking ;

b) not to use ADCB Personal Internet Banking for any illegal or unauthorised purpose; and

c) to execute any additional documents that may be required by the Bank prior to provision of any modified/ additional facilities under ADCB Personal Internet Banking .

8. LIABILITY FOR UNAUTHORISED TRANSACTIONS

8.1 If any loss of funds arises from any unauthorised transaction on the Account, the Account Holder will be liable if the loss occurs before the Account Holder notifies the Bank of such unauthorised transaction.

8.2 The Account Holder will be liable for any loss of funds arising from a transaction if:

a) the activity was fraudulent;

b) the Account Holder failed to observe any of the security responsibilities referred to in these Terms and Conditions; or

c) the Account Holder has delayed notifying the Bank of the unauthorised transaction.

8.3 The Account Holder will not be liable for:

a) a transaction that has been performed through ADCB Personal Internet Banking after the Account Holder has notified the Bank of any misuse, loss, disclosure or theft of the User ID or Password or

b) the fraudulent or grossly negligent action of the Bank's employees or agents.

- 8.4 The Account Holder agrees that the Bank may disclose information about the Account Holder or the Account to third parties if it thinks it will help prevent or recover losses.

9. DISCLAIMER AND LIABILITY

- 9.1 The Account Holder agrees that the Internet is not a completely reliable means of communication and should the Account Holder choose to communicate through such means, the Account Holder shall do so entirely at their own risk and accordingly the Account Holder shall indemnify and hold harmless the Bank, its employees, nominees or agents promptly from and against all actions, omissions, negligence, proceedings, claims, demands, damages, losses, costs and expenses including legal costs which the Bank may suffer or incur, howsoever caused, as a result of the Account Holder use or purported use of ADCB Personal Internet Banking .
- 9.2 The Bank does not represent or warrant that ADCB Personal Internet Banking and the website through which ADCB Personal Internet Banking is offered will be available to meet the Account Holder's requirements or that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Account Holder's computer system.
- 9.3 Due to the open nature of the internet, over which the Bank has no control, the Bank cannot guarantee and nor does it warrant the complete security of the Account Holder's transactions from hacking, unauthorised access, virus attacks and other deliberate attempts by third parties in breaching the latest security features which have been implemented. Nevertheless, the Bank will take all reasonably practicable steps to ensure that the Account Holder's transactions are secure. This includes the installation of security features which are designed to keep all communication private and confidential.
- 9.4 It is the Account Holder's responsibility to ensure that their ability to use ADCB Personal Internet Banking is permitted by the law applicable to the Account Holder.
- 9.5 The Bank makes no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with ADCB Personal Internet Banking or its website through which ADCB Personal Internet Banking is offered.
- 9.6 The Bank has taken reasonable steps to ensure the accuracy, adequacy or completeness of the information and materials (including text, graphics, links or other items) contained in ADCB Personal Internet Banking and on the website through which ADCB Personal Internet Banking is accessed. However, the use of ADCB Personal Internet Banking and the website through which ADCB Personal Internet Banking is accessed is at the sole risk of the Account Holder. Such information and materials are provided on an "as is" and "as available"

basis and the Bank does not warrant accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, fitness for a particular purpose and freedom from computer virus is given in conjunction with the information and materials.

- 9.7 Unless otherwise stated or agreed with the Account Holder, the information contained in ADCB Personal Internet Banking and on the website through which ADCB Personal Internet Banking is accessed has been prepared in accordance with the regulations and laws of the United Arab Emirates and for the supply of products or services within the United Arab Emirates. The information is not directed at the Account Holder if it does not comply with the laws of the jurisdiction in which the Account Holder resides or from which the Account Holder is accessing ADCB Personal Internet Banking .
- 9.8 The Bank's records maintained through computer systems or otherwise, unless proven to be wrong, shall be accepted as conclusive and binding of the Account Holder's dealings with the Bank in connection with ADCB Personal Internet Banking.
- 9.9 The Bank will not be liable to the Account Holder or any other person for any negligence, breach of contract, misrepresentation, claim, delay, expense, damage or any other liability including legal costs, for any loss however caused (including any loss whether direct, indirect, consequential or incidental) and irrespective of whether any claim is based on the loss of profit, business revenue, investment, goodwill, interruption of business or anticipated savings or loss of data, arising from:
- a) the Bank acting or failing to act upon any Instructions received from the Account Holder or genuinely believed by the Bank to have been received from the Account Holder;
 - b) any error contained in the information input and transmitted to the Bank's ADCB Personal Internet Banking systems;
 - c) the accessing or use of ADCB Personal Internet Banking using a valid User ID and Password but, in a manner, or for a purpose not authorised by the Bank and/or the Account Holder;
 - d) the failure of the Bank's or the Account Holder's telecommunications systems and communications networks or any mechanical failures, power failures, malfunction, breakdown or inadequacy of equipment;
 - e) an event or cause reasonably outside the Bank's control including but not limited to acts of God, power failure or variation in the supply of power, machinery or systems or processing systems failure, strikes, riots, acts of war, lockouts or industrial disturbances, governmental action, or communication line failures;
 - f) any fraudulent activity or negligence by the Account Holder;
 - g) any delays in the transmission of data between the Account Holder and any recipient of the information, whether caused

by breakdown, viruses or a fault in the Account Holder's equipment or software programs resident on the Account Holder's equipment or the Bank's systems;

h) any consequences of any virus or other destructive features which may adversely affect the Account Holder's hardware, software or equipment;

i) the failure of a transaction; or

j) any other cause, except where it is because of gross negligence or wilful default on the part of the Bank provided the Bank's liability shall be restricted to supply of the services again, or to the repayment of the fees for providing the services.

9.10 The Bank makes no representation and gives no warranties, express or implied, on the accuracy and completeness of the content of any website/web-pages that is linked to the Bank's website or any links that may be available to the Account Holder in any marketing or promotional email that may be sent by the Bank to the Account Holder. The Bank shall not be liable for any loss, damage or expenses or other liability incurred by the Account Holder as a result of reliance or use of the contents of any such website/web-page.

10. TERMINATION OF ADCB Personal Internet Banking AND THE TERMS

10.1 The Account Holder may request termination of their access to ADCB Personal Internet Banking at any time by giving written notice of 21 days and the Account Holder shall be responsible for all transactions until the time of cancellation of the Account Holder's access to ADCB Personal Internet Banking .

10.2 Funds transfers for which Instructions have been given and which are scheduled to be made after termination of the Account Holder's access to ADCB Personal Internet Banking will not be effected by the Bank unless fresh instructions are issued by other means.

10.3 These Terms and Conditions and access to ADCB Personal Internet Banking may be terminated by the Bank at any time with prior notice to the Account Holder.

10.4 Furthermore, the Bank may by notice in writing to the Account Holder immediately terminate the Account Holder's access to ADCB Personal Internet Banking if:

a) the Account Holder interferes with the Bank's systems or ADCB Personal Internet Banking and causes security concerns;

b) the Account Holder breaches any provision of these Terms and Conditions and fails to rectify the breach within three working days after receiving notice from the Bank requiring the breach to be remedied; or

c) the Account Holder discloses their User ID and/or Password or allows any unauthorised person access to ADCB Personal Internet Banking ; or

d) in the event of the Account Holder's death, insolvency or lack of capacity.

11. INTELLECTUAL PROPERTY

- 11.1 Intellectual property rights in all information and other materials contained in ADCB Personal Internet Banking , including without limitation to the expression "ADCB Personal Internet Banking " and on the website through which ADCB Personal Internet Banking is provided is owned by or licensed to the Bank. All rights are reserved and no proprietary rights or ownership rights vest in the Account Holder by reason of the software provided for use of ADCB Personal Internet Banking. The Account Holder agrees to treat the access rights, documentation, or any other information related to ADCB Personal Internet Banking , strictly private and confidential at all times and shall not reproduce, adapt, distribute, display, transmit or otherwise exploit ADCB Personal Internet Banking, the website through which ADCB Personal Internet Banking is accessed or any part of the same or allow access to any other party without the written permission of the Bank. Furthermore, the Account Holder must not link any other website to the Bank's website through which ADCB Personal Internet Banking is accessed.
- 11.2 Any trademarks including logos, trading names, service names, colour schemes, slogans and taglines displayed in respect of ADCB Personal Internet Banking and the Bank's website through which ADCB Personal Internet Banking is accessed are owned by or licensed to the Bank. Nothing contained on such website should be construed as granting any licence or right to use any such trademarks without the prior written consent of the Bank.

Section E: Telephone Banking Services

The Bank's Telephone Banking Services is governed by the following terms and conditions in Section E ("Terms and Conditions"). Other terms and conditions governing your Account(s) with the Bank will continue to be applicable save where such other terms and conditions are in conflict with these Terms and Conditions, in which event these Terms and Conditions will govern the Telephone Banking Services. By registering for and using the Telephone Banking Services the Account Holder acknowledges and accepts these Terms and Conditions any supplementary terms and conditions that may, from time to time be in force and the Bank's General Terms and Conditions for Account Operation.

1. DEFINITIONS

Capitalised terms used herein and not defined in this Section E shall have the meaning given to such terms in the General Terms and Conditions for Account Operation. In these Terms and Conditions where the context so admits the following expressions shall have the meanings herein designated unless the context otherwise requires: "Branch" means the branch of the Bank with which the Account is maintained.

"Requests" means any request of the Account Holder for information relating to or for execution of transactions on the Account and response thereto by the Bank.

"Telephone Banking Services" means the Requests and information service provided through the interactive voice response (IVR) or the Bank's contact centre agents.

"TPIN" means the six digit Telephone Personal Identification number for accessing the Telephone Banking Service.

"TSP" means the telecommunications service provider used by the Account Holder.

2. GENERAL

2.1 Under the Request services, the Account Holder can through the IVR or the Bank's contact centers agents available at the Bank's contact centre twenty-four (24) hours and seven days a week request information relating to the Account(s) or executing transactions relating to payment of utility bills, internal and external transfer of funds to or from any Account and payment of credit card bills, card activation, cheque book request, top up and/or renewal of Al Wasel and other similar programs and such other transactions that the Bank may introduce from time to time.

2.2 In order to avail the Telephone Banking Services, the Account Holder must register for Telephone Banking Services by calling the Bank's Contact Center, and going through the verification process decided by the Bank. The Account Holder understands that such registration for the Telephone

Banking Services will be deemed to be the Account Holder's agreement to these Terms and Conditions. The Bank reserves the right to accept or refuse the Account Holder's registration application without providing any reason.

- 2.3 The Bank will not be liable for the failure of the Account Holder to execute a Request if the Account Holder fails to provide updated information to the Bank. The Account Holder agrees to provide any additional information required by the Bank, from time to time, for the purpose of making the Telephone Banking Services available to the Account Holder.

3. AUTHORITY TO ACT ON INSTRUCTIONS/REQUESTS

- 3.1 The Account Holder agrees to irrevocably and unconditionally accept as binding any instruction/Request made or given using the Telephone Banking Services at the Account Holder's risk and responsibility.
- 3.2 The Account Holder agrees that any instruction/Request received by the Bank shall be deemed to have been authorised and to have originated from the Account Holder, even if they may conflict with any other mandate given at any time concerning the Account(s) or affairs and the Account Holder authorises the Bank to debit the Account(s) with any amounts the Bank has paid or costs incurred in accordance with any such instructions/Requests.
- 3.3 The Account Holder agrees that the Bank can act on any instructions/Requests issued by the Account Holder or purportedly issued by the Account Holder without obtaining any further written or other confirmation from the Account Holder, even if the instructions/Requests are not issued or authorised by the Account Holder.
- 3.4 The Account Holder agrees that any person who uses their TPIN will be able to use the Telephone Banking Services and get access to the Account(s). The Bank is not obliged and will not further check the identity of such person or the authenticity of an instruction/Request given by any such person.
- 3.5 If the Bank has instructions/Requests for more than one payment from an Account on the same day, it will determine the order or priority in which the payments are made.
- 3.6 The Bank will make reasonable efforts to modify, not process or delay processing any instruction/Request where the Account Holder requests the Bank to do so but the Bank shall not be liable for any failure to comply with such request.
- 3.7 The Bank shall not be liable for any failure by any third party with which the Account Holder has accounts or for any delay or other shortcoming of any such third party.
- 3.8 The Account Holder is responsible for the accuracy of all instruction/Requests and the Bank shall not be liable for any consequences by reason of any erroneous instruction/Request issued or purportedly issued by the Account Holder.
- 3.9 The Bank may reset the Account Holder's TPIN at any time, by notifying the Account Holder in writing. The Account Holder may also change their TPIN at any time by contacting the Bank.

4. DELAY OR REFUSAL TO ACT ON INSTRUCTIONS/ REQUESTS AND NON-AVAILABILITY OF TELEPHONE BANKING SERVICES

- 4.1 The Bank may refuse to act on an instruction/Request, including without limitation:
- a) if the Bank suspects or reasonably considers the Account Holder's instruction/Request not to be accurate or authentic;
 - b) if the Bank may be in breach or contravention of any laws, regulations or other such duty by acting on such instruction/Request;
 - c) if a transaction exceeds a particular value or other limit;
 - d) if the Bank knows or suspects a breach of security; or
 - e) by reasons of conditions beyond the Bank's control.
- 4.2 The Account Holder agrees that the Bank may delay acting upon on an instruction/Request or ask for more information before acting on an instruction/Request.
- 4.3 The Bank may, at any time, suspend or discontinue the Telephone Banking Services provided to the Account Holder where the Bank considers it necessary or advisable to do so.

5. SECURITY PROCEDURES

- 5.1 To enable the Account Holder to use the Telephone Banking Services the Bank will give the Account Holder a TPIN. The TPIN will be used to identify the Account Holder through the Telephone Banking Services.
- 5.2 The Bank may from time to time provide guidelines for ensuring the security of the TPIN.

6. ACCOUNT HOLDER'S RESPONSIBILITIES

- 6.1 The Account Holder has sole responsibility for:
- a) complying with the Bank's general terms and conditions of operating account(s) including the Accounts;
 - b) the accuracy of all information provided to the Bank by the Account Holder;
 - c) using the Telephone Banking Service as directed by the Bank; and
 - d) checking the Account records and statements carefully and promptly notifying the Bank of any discrepancies.
- 6.2 The Account Holder agrees:
- a) to keep their TPIN secure and secret at all times and take steps to prevent unauthorised use of it.
 - b) not to write or otherwise record the TPIN in a way that can be understood by someone else;
 - c) not to disclose the TPIN to any third party; and

d) to notify the Bank immediately if TPIN is lost or stolen or the Account Holder becomes aware or suspects another person knows their TPIN or has made unauthorised use of the Telephone Banking Services.

7. LIABILITY FOR UNAUTHORISED TRANSACTIONS

- 7.1 If any loss of funds arises from any unauthorised transaction on the Account, the Account Holder will be liable if the loss occurs before the Account Holder notifies the Bank of such unauthorised transaction.
- 7.2 The Account Holder will be liable for any loss of funds arising from a transaction if:
- a) the activity was fraudulent;
 - b) the Account Holder failed to observe any of the security responsibilities referred to in these Terms and Conditions; or
 - c) the Account Holder has delayed notifying the Bank of the unauthorised transaction.

8. DISCLAIMER AND LIABILITY

- 8.1 The Account Holder agrees that the telephone is not a completely reliable and confidential means of communication and should the Account Holder choose to communicate through such means, the Account Holder shall do so entirely at their own risk and accordingly the Account Holder shall indemnify and hold harmless the Bank, its employees, nominees or agents promptly from and against all actions, omissions, negligence, proceedings, claims, demands, damages, losses, costs and expenses including legal costs which the Bank may suffer or incur, howsoever caused, as a result of the Account Holder use or purported use of the Telephone Banking Services.
- 8.2 The Bank will not be liable to the Account Holder or any other person for any negligence, breach of contract, misrepresentation, claim, delay, expense, damage or any other liability including legal costs, for any loss however caused (including any loss whether direct, indirect, consequential or incidental) and irrespective of whether any claim is based on the loss of profit, business revenue, investment, goodwill, interruption of business or anticipated savings or loss of data, arising from:
- a) the Bank acting or failing to act upon any instructions/Request received from the Account Holder or genuinely believed by the Bank to have been received from the Account Holder;
 - b) any unauthorized use of the Account Holder's TPIN for any fraudulent, duplicate or erroneous instructions/Requests;
 - c) the Bank acting in good faith on any instructions/Requests received by the Bank;
 - d) any error, default, delay or inability of the Bank to act on all or any of the instructions/Requests;
 - e) any loss of any information/instructions/Requests in transmission;

- f) any unauthorized access by any other person to any information/instructions/Triggers/Alerts/Requests or any breach of confidentiality.
- g) the failure of the Bank's or the Account Holder's telecommunications systems and communications networks or any mechanical failures, power failures, malfunction, breakdown or inadequacy of equipment;
- h) an event or cause reasonably outside the Bank's control;
- i) any negligence by the Account Holder; or
- j) the failure of a transaction, except where it is because of gross negligence or wilful default on the part of the Bank provided the Bank's liability shall be restricted to supply of the services again, or to the repayment of the fees for providing the services.

9. TERMINATION OF TELEPHONE BANKING SERVICES AND THE TERMS

- 9.1 The Account Holder may request termination of their access to Telephone Banking Services at any time by giving written notice of 21 days to the Bank and the Account Holder shall be responsible for all transactions until the time of cancellation of the Account Holder's access to Telephone Banking Services.
- 9.2 Instructions/Requests which have been given and which are scheduled to be made after termination of the Account Holder's access to Telephone Banking Services will not be effected by the Bank unless fresh instructions are issued by other means.
- 9.3 These Terms and Conditions and access to Telephone Banking Services may be terminated by the Bank at any time with prior notice to the Account Holder.
- 9.4 Furthermore, the Bank may by notice in writing to the Account Holder immediately terminate the Account Holder's access to Telephone Banking Services if:
 - a) the Account Holder causes security concerns;
 - b) the Account Holder breaches any provision of these Terms and Conditions and fails to rectify the breach within three working days after receiving notice from the Bank requiring the breach to be remedied;
 - c) the Account Holder discloses their TPIN or allows any unauthorized person access to Telephone Banking Service; or
 - d) in the event of the Account Holder's death, insolvency or lack of capacity.

10. WITHDRAWAL OR TERMINATION

The Bank may, in its discretion and without prior notice, temporarily suspend the Telephone Banking Services or terminate it completely.

11. FEES

The Telephone Banking Services shall be made available to the Account Holder subject to such fees and charges as may be prescribed by the Bank from time to time. The Account Holder shall be liable for payment of charges that may be levied by the TSP in connection with the use of the telephone as per the terms and conditions of the TSP.

Section F: E-Statement Terms and Conditions

The terms and conditions stated herein below shall be applicable to Accounts in addition to the General Terms and Conditions for Account Operation and to Cards in addition to the terms and conditions contained in the Credit Card Terms and Conditions.

1. DEFINITIONS

For purposes of this section on E-Statements the following definitions shall be applicable:

“Account” means the Customer Account and Account as defined in the Bank’s General Terms and Conditions for Account Operation and a Card Account as defined in the Bank’s Credit Card Terms and Conditions.

“Account Holder” means an Account holder as defined in the Bank’s General Terms and Conditions for Account Operation and a Cardholder as defined in the Bank’s Credit Card Terms and Conditions.

“E-Statement” means Statement of Account sent by the Bank to the primary or first named Account Holder’s email address provided by the primary or first named Account Holder to the Bank.

“Statement of Account” means the Statement of Account as defined in the Bank’s General Terms and Conditions for Account Operation and a Statement of Account as defined in the Bank’s Credit Card Terms and Conditions.

Capitalised terms used herein and not defined shall have the same meanings as given to them in the Bank’s General Terms and Conditions for Account Operation and as defined in the Bank’s Credit Card Terms and Conditions.

2. TERMS AND CONDITIONS

- 2.1 The Bank may, in its sole discretion, send E-Statements to its primary or first named Account Holders provided such Account Holders have requested for this service and provided their email address to the Bank. Upon subscription to E-Statements, the Account Holder shall receive all Statements of Accounts relating to the Account through email.
- 2.2 If a primary or first named Account Holder opts for receiving E-Statements, such primary or first named Account Holder shall be deemed to have accepted and agreed to be bound by these Terms and Conditions, as amended by the Bank from time to time.
- 2.3 If the primary or first named Account Holders subscribe to E-Statements then such primary or first named Account Holders will be deemed to have agreed to the discontinuation of receiving the Statement of Account in physical form. If the primary or first named Account Holders choose not to receive E-Statements, such primary or first named Account

Holders should inform the Bank and the Bank shall thereafter cease to send E-Statements to such primary or first named Account Holders. It shall be the responsibility of the primary or first named Account Holder to notify the Bank of any changes in such primary or first named Account Holder's email address. The Bank shall not be liable for non-receipt of the E-Statements due to an incorrect email address provided by the primary or first named Account Holder.

- 2.4 The Bank shall be deemed to have delivered the E-Statement to the primary or first named Account Holder upon receipt by the primary or first named Account Holder of the email from the Bank containing such E-Statement.
- 2.5 The primary or first named Account Holder agrees to notify the Bank within twenty-four (24) hours of the receipt of the E-Statement if the primary or first named Account Holder is unable to access the E-Statement. Upon expiry of such period, the primary or first named Account Holder shall be deemed to having received and accessed the E-Statement.
- 2.6 The primary or first named Account Holder agrees to notify the Bank with regard to any discrepancy, omission, inaccuracy or wrong entry in the E-Statement within fourteen (14) days from either:
 - a) the delivery of the E-Statement by the Bank to the primary or first named Account Holder; or,
 - b) if the primary or first named Account Holder is unable to access the E-Statement and notifies the Bank, upon the primary or first named Account Holder receiving and getting access to the E-Statement.
- 2.7 Subject to clause f) above, the primary or first named Account Holder shall be deemed to have received and accepted as true and correct all the entries in the E-Statement upon expiry of the time period prescribed in clause f).
- 2.8 The primary or first named Account Holder understands and agrees that it shall continue to be liable to the Bank with regard to its contractual obligations irrespective of the receipt or non-receipt of the E-Statement.
- 2.9 The primary or first named Account Holder releases and discharges the Bank, its shareholders, directors, employees, officers, representatives from and waives any right that accrues to the primary or first named Account Holder at law against the Bank, its shareholders, directors, employees, officers, representatives with regard to damages suffered by the Account Holder, directly or indirectly, as a result of generating, delivering managing and /or receiving the E-Statement.
- 2.10 The primary or first named Account Holder releases and discharges the Bank, its shareholders, directors, employees, officers, representatives from and waives any right that accrues to the primary or first named Account Holder at law against the Bank, its shareholders, directors, employees, officers, representatives with regard to damages suffered by the Account Holder, directly or indirectly, as a result of errors, delays in transmission of the E-Statement or unauthorized alteration, usage, or manipulation of the data contained in the E-Statement or otherwise caused as a result of delivery of E-Statement.

- 2.11 In addition to the above, the primary or first named Account holder acknowledges the risk that data received/delivered through the internet/email including any confidential information may be accessed/seen by third parties. The primary or first named Account Holder releases and discharges the Bank, its shareholders, directors, employees, officers, representatives from and waives any right that accrues to the primary or first named Account Holder at law against the Bank, its shareholders, directors, employees, officers, representatives with regard to damages suffered by the Account Holder, directly or indirectly, due to such unauthorized access by or disclosure of confidential information to third parties.
- 2.12 The primary or first named Account Holder unconditionally and irrevocably undertakes to indemnify and hold harmless the Bank, its shareholders, directors, employees, officers, representatives against all losses, costs, damages or expenses arising pursuant to Clauses 2.9, 2.10 and 2.11 above.
- 2.13 The primary or first named Account Holder understands and agrees that the storage of information including without limitation, the password, the bank account information, transaction activity, the bank account balances and any other information stored on the primary or first named Account Holder's personal computer shall be stored at the primary or first named Account Holder's risk and liability and the Bank shall not be responsible for any unauthorized access by or disclosure of such information to third parties.
- 2.14 The Bank reserves the right to charge the primary or first named Account Holder a fee for providing the E-Statements.
- 2.15 The primary or first named Account Holder agrees that the Bank may in its sole discretion restrict or terminate the primary or first named Account Holder's use of this service.

Section G: General Terms

These Terms and Conditions shall apply to all products and services of the Bank including those detailed in the foregoing Sections.

1. STATEMENT OF ACCOUNT

- 1.1 A Statement of Account showing transactions in the Account(s) since the last statement and specifying the balance in the Account(s) will be sent by the Bank to the Account Holder, at periodic intervals as agreed, upon request or at any time at the Bank's discretion, to the last known address/email address of the Account Holder as per the Bank's records.
- 1.2 The Account Holder agrees that the internet is not a completely reliable means of communications and should the Account holder choose to receive the Statement of Account through email, the Account Holder shall do so at their own risk.
- 1.3 If the Account Holder disagrees with any debit or credit entry appearing in the Statement of Account, details should be communicated to the Bank in writing within fourteen (14) days from the date of the Statement of Account, failing which the Account Holder will be deemed to have agreed to the correctness of the entries in the Statement of Account and he/she will not have the right to query the transaction entry.
- 1.4 In case of non-receipt of a Statement of Account, the Bank shall not be held responsible for any consequences whatsoever arising therefrom.
- 1.5 The Account Holder agrees that if the Statement of Account is not received, it is solely and entirely the responsibility of the Account Holder to demand a notification of the balances in the Account from the Bank.

2. DATA PROTECTION

The Bank is registered under the Data Protection (Jersey) Law 2005 (the "Law") and complies with the Law in respect of the personal data which it holds.

The Bank is the data controller in relation to any personal data you supply or which we obtain as a result of operating your account(s) and/or assisting in the management of your financial affairs in accordance with your instructions.

Classes of Information held

The Bank will hold the following information:

- Contact details – including name, address, telephone number, email address, next of kin;
- Account details – including account numbers, sort codes, details of transactions and withdrawals;
- Information relating to any other services provided;
- Other general financial information – including details of

assets held, accounts held with other financial institutions, investments, loans and mortgage information and details of your credit rating;

- Information about your family, lifestyle and social circumstances; and
- Any other information which you provide to the Bank or which we obtain from third parties in the proper course of providing banking and related services to you.

Purposes for which information will be used

The Bank will use information it holds for the following purposes:

- To perform accounting and related banking services, including general administration;
- To compile internal management information and reports (which may extend to Abu Dhabi Commercial Bank Group level) and conducting its business more generally;
- For audit and accounting purposes;
- To comply with legal or regulatory obligations;
- For marketing purposes (where applicable and authorised by you);
- For staff training purposes; and
- Fraud and crime prevention purposes.

Disclosure of Information

The Bank may disclose information it holds in the following circumstances:

- If you give express or implied consent (including to your financial or legal advisers or other authorised representatives, provided this is in accordance with your instructions);
- Where it is under a legal or regulatory obligation to do so;
- Where it is under a public duty or it is in the best interests of the Bank;
- To other members of the Abu Dhabi Commercial Bank Group (including, for the avoidance of doubt, to its head office in Abu Dhabi, United Arab Emirates);
- Pursuant to outsourcing arrangements with service providers to the Bank and the Abu Dhabi Commercial Bank Group;
- To governmental or quasi-governmental organizations;
- To potential purchasers of the Bank or of its business; or
- To other third parties where such disclosure is necessary for the purposes listed above.

In agreeing to these terms and conditions you consent to personal data and sensitive personal data being transferred,

within the framework set out above, outside the European Economic Area and acknowledge that the country and territory in question may have different data protection standards to those under the Law which do not provide equivalent standards of protection for personal data.

3. CONFIDENTIALITY

It is the policy of the Bank to maintain and act in accordance with strict banker and client confidentiality. All information you provide to the Bank will be held on this basis unless such information is in or enters into the public domain (otherwise than as a result of a breach of these Terms and Conditions).

In agreeing to these Terms and Conditions, you agree that the information you provide to the Bank will only be disclosed to third parties in the following situations:

- if you give express or implied consent to the information being disclosed which shall include, for the avoidance of doubt but without limitation, as set out in these Terms and Conditions;
- if the Bank is legally compelled to disclose the information;
- if there is a duty to the public to disclose the information or it is in the interests of the Bank to disclose such information;
or
- if disclosure is requested by another member of the Abu Dhabi Commercial Bank Group (but only on the basis that it will be held on equivalent terms)

Where the information held constitutes 'personal data' or 'sensitive personal data' then the terms set out in the section headed 'Data Protection' shall supplement the above.

4. SET OFF AND CONSOLIDATION

In addition to any general right of set-off of the Bank, the Account Holder agrees that the Bank may in its discretion at any time and without notice, combine or consolidate all or any Account(s) with the Bank or other member of the Abu Dhabi Commercial Bank Group of whatsoever description, whether held singly or jointly with others, and wheresoever located and whether in United Arab Emirates Dirhams or in any other currency and set-off or transfer any sum standing to the credit of one or more of the Account(s) or any other asset in the Bank's custody or control in or towards discharge of any sums due to the Bank or other member of the Abu Dhabi Commercial Bank Group whether such liabilities be actual or contingent, several or joint and the Account Holder hereby authorizes the Bank to convert such sums in the Account at the Bank's prevailing exchange rates. The combinations, consolidation, set off and transfers referred to may be made on one or more occasions and at the discretion of the Bank. Any exercise of its rights under these provisions shall not prejudice any security held by the Bank or other member of the Abu Dhabi Commercial Bank Group.

5. SANCTIONS AND FATCA COMPLIANCE

The Account Holder:

- (a) represents, undertakes and warrants that it has, through due diligence, established the identities of all of its beneficial owners (if applicable) and the beneficial owner(s) of its subsidiaries (if any) and the source of its, and each of its beneficial owners' funds and will retain evidence of any such identities, any such source of funds and any such due diligence. The Account Holder represents, warrants and undertakes that the monies used to fund the Account Holder's relationship with the Bank, have not been and will not at any time be derived, either directly or indirectly, from or related to any illegal activities, including but not limited to money laundering activities, and undertakes that the proceeds from the Account Holder's relationship with the Bank will not be used to finance any illegal activities in any jurisdiction whatsoever;
- (b) acknowledges that as a bank which operates, and whose clients operate, internationally, the Bank is or may be required to comply with, or may at its discretion decide to voluntarily observe and comply with the laws and regulations issued and made in multiple jurisdictions, including without limitation, jurisdictions in which the Bank or its clients operate and jurisdictions through whose financial systems the Bank or its correspondents route payments. Such jurisdictions include, without limitation, the United Arab Emirates, the European Union, the United Kingdom, Jersey and the United States of America. In addition, the Bank may voluntarily comply with sanctions programmes or other regulations or recommendations issued by the United Nations or any other body or jurisdiction. Such laws, regulations or programmes (together the "Regulations") may include, without limitation, embargoes, sanctions, and export controls against countries, states, entities, vessels or individuals. The Account Holder acknowledges and agrees that in order for the Bank to comply with the Regulations, it may take any measure whatsoever including, but not limited to, prohibiting additional deposits or investments from the Account Holder, declining any withdrawal requests and/or segregating the assets in Account(s) in compliance with governmental regulations, and the Bank may also be required to report such action and to disclose the Account Holder's identity to any international, national or local government or regulatory body. The Account Holder further acknowledges and agrees that the Bank may suspend the payment of withdrawal proceeds to such an Account Holder or take such other steps and/or actions as the Bank reasonably deems necessary to do so to comply with the Regulations;
- (c) warrants and represents and undertakes that it (or its subsidiaries, where applicable) is not currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") and to any sanctions which apply in Jersey. The Account Holder further represents, warrants and undertakes that it is not, and shall not become, located or domiciled in any country that, pursuant to the Regulations, is designated as a country

with which dealings should be restricted, from time to time (each, a "Prohibited Country") and that it is not, and shall not become, an entity or individual with whom dealings are or may be restricted pursuant to the Regulations;

- (d) warrants, represents and undertakes that it is not in any way connected to an entity that is domiciled in a Prohibited Country and does not engage, either directly or indirectly, in commercial activity of any kind with any person or entity located or domiciled in a Prohibited Country or with any country, state, entity, vessel or individual with whom commercial activities are restricted pursuant to the Regulations. The Account Holder undertakes not to use its account(s) with the Bank, any funds deposited with the Bank, any funds lent, contributed or otherwise made available by the Bank, or any other amounts resulting from his relationship with the Bank, for any transaction, either directly or indirectly, with any person or entity located or domiciled in a Prohibited Country or with any country, state, entity, vessel or individual with whom commercial activities are restricted pursuant to the Regulations;
- (e) warrants, represents and undertakes that it will ensure that any amounts lent, contributed or otherwise made available by the Bank to the Account Holder, or any other amounts resulting from the Account Holder's relationship with the Bank will not be lent, contributed or made available to any entity or individual (whether or not related to the Account Holder) for the purpose of financing the activities of any entity or individual or for the benefit of any country, state, entity, vessel or individual subject to any sanctions program administered by OFAC or to any sanctions which apply in Jersey;
- (f) acknowledges and agrees that any funds transferred or any transaction to or from its account may be reversed, delayed, suspended or attached and that a hold may be placed on its account or funds while a transaction is reviewed for possible violations of any OFAC or Jersey sanctions programme and that the Bank will have no liability for any such delays, suspensions, attachments, holds and/or any resulting unavailability of funds;
- (g) shall notify the Bank immediately in writing if any representation, warranty, undertaking or confirmation contained herein, or any information provided hereunder, becomes, or is likely to become untrue or inaccurate in whole or in part at any time. The Account Holder agrees to provide, if and when requested, any additional information and to execute and deliver such documents regarding itself and its beneficial owners that may reasonably be required by the Bank to determine the eligibility of the Account Holder to conduct business with the Bank, to verify the accuracy of the Account Holder's representations, warranties and undertakings herein or to comply with any law, rule, regulation, order or sanction to which the Bank may be subject or may voluntarily choose to comply with;
- (h) hereby acknowledges and agrees that the Bank may be required to, or may volunteer to comply with the Foreign Account Tax Compliance Act 2010 of the United States of America ("FATCA") or any other laws and/ or regulations (local or otherwise) adopted to implement FATCA in the Island of Jersey (together, the "FATCA Regime"). In such case, the

Bank may be required to provide to the Comptroller of Taxes in Jersey (the "Comptroller") information concerning the Account Holder, any accounts held by the Account Holder or information relating to any funds and/or investment(s) held by the Bank on behalf of the Account Holder. The Account holder hereby irrevocably agrees to any such disclosure without further recourse or notice to the Account Holder;

- (i) hereby agrees that as part of its compliance with the FATCA Regime, the Bank may be required to, or may volunteer to submit annual reports and/or information with the Comptroller in relation to the Account Holder, its Account(s), and/or any funds or investment(s) held with the Bank. The Account Holder hereby irrevocably agrees to any such report(s) and/or information being submitted to the Comptroller without further recourse or notice to the Account Holder;
- (j) agrees that as part of its compliance with the FATCA Regime, the Bank may be required to withhold tax on any payments of U.S. source income, as well as gross proceeds from the sale of securities that generate U.S. source income. The Account Holder agrees that the Bank may transfer any such sums directly to the Comptroller. The Account Holder agrees that the Bank shall bear no liability for the determination that any funds, accounts, or investment(s) constitutes "U.S. source income" and that any determination by the Bank, its officers, employees, agents or assigns, howsoever made shall be final and binding upon the Account Holder;
- (k) agrees that it shall have no recourse to the Bank for any loss, damage and/or liability howsoever caused as a result of the FATCA Regime or as a result of the Bank's compliance with the laws, statutes, orders, sanctions and/or regulations of any other jurisdiction, government or quasi-government body and/or regulatory authority whether located in the Island of Jersey or outside the Island of Jersey; and
- (l) hereby agrees and undertakes to indemnify the Bank, to the fullest extent permitted under applicable law against all loss, damage and/or liability due to or arising out of the Bank's compliance with the FATCA Regime, or with the Regulations, irrespective of the reason for any such loss, damage and/or liability.

6. NOTICES

- 6.1 Unless notified otherwise by the Account Holder the address provided by the Account Holder to the Bank shall be the address for mailing any statement or other communication to the Account Holder. The Account Holder shall notify the Bank promptly and without delay of any change in their employment, business, address, nationality or residence status and such notice shall only be effective when actually received by the Bank and its records amended accordingly.
- 6.2 Subject to Clause 5.7, all notices, cards, personal identification numbers, passwords, Statements of Account, demands or any other communication under these Terms and Conditions (hereinafter collectively called "Communications") shall be deemed to be validly given by the Bank to the Account Holder

two business days after it has been mailed or one business day after it has been sent by courier to the Account Holder's address as indicated or advised or alternatively when sent by facsimile or email to a facsimile number or email address given by the Account Holder to the Bank for that purpose.

- 6.3 Any notice, instructions or other communication given by the Account Holder to the Bank shall be given in writing and deemed to be validly given or served when received by the Bank.
- 6.4 Instructions sent by the Account Holder to the Bank through facsimile communication shall be considered valid and binding on the Account Holder and the Bank may act upon instructions conveyed through this method. The Account Holder understands that the Bank may process any instruction that the Bank believes in good faith to have been issued by the Account Holder or the Account Holder's authorized representative(s) and that the Bank will not be obliged to seek confirmation of the authenticity of the instruction.
- 6.5 The Bank shall be entitled to rely on all instructions it believes in good faith to have been issued by or on behalf of the Account Holder.
- 6.6 If required by the Bank, the Account Holder must confirm in writing any communications relating to any transaction and to provide originals of all applications and other documents that are, in the sole opinion of the Bank, required or necessary to be provided for the transactions that are initiated by such communications. Such documents shall be delivered to the Bank immediately after the execution of such transactions, and all such documents will bear the wording "CONFIRMATION COPY- PLEASE AVOID DUPLICATION". Failure to deliver such original confirmation shall not affect the Account Holder's liability arising in connection with such communications.
- 6.7 The Bank may in its sole discretion send statements, advices, confirmations and other communications with respect to any of its products and/or services or these Terms and Conditions to the Account Holder's facsimile number and/or email address provided by the Account Holder to the Bank. The Account Holder will bear all risk of harm, loss or damage in connection with the delivery of statements, advices and confirmations in such manner. The Bank may use copies, printouts or electronic versions of facsimiles, email and other electronic transmissions and data in any court, arbitral or other legal proceedings.

7. CHANGE OF TERMS AND CONDITIONS

- 7.1 The Bank may at its discretion and at any time replace, amend, supplement or delete these Terms and Conditions by notice to that effect sent to the Account Holder. At the sole discretion of the Bank, any products and/or services offered by the Bank to the Account Holder may be discontinued in part or in full at any time, without notice.
- 7.2 Retention or use of the Account and all other products or services of the Bank after the effective date of any such change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Account Holder.

8. DOCUMENTARY REQUIREMENTS

The Account Holder undertakes to promptly furnish the Bank upon request all documents including incorporation documents, business licences and permits which the Bank may require in connection with the banking relationship between the Account Holder and the Bank.

9. SEVERABILITY

Any provision of these Terms and Conditions which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms and Conditions.

10. WAIVER

No course of dealing nor any delay or omission in exercising any right or remedy shall be construed as a waiver of any right or remedy by the Bank.

11. RECORDS AND EVIDENCE

- 11.1 The Account Holder acknowledges that the Bank's books, records and accounts shall be conclusive and binding and that any certificate or statement of account issued by the Bank shall be final and conclusive evidence as between the parties.
- 11.2 The Account Holder waives any right it may have which may entitle it to apply for the auditing of the Bank's books, accounts and records by any court or person, or for the production of the Bank's records, books and accounts to any court.
- 11.3 The Account Holder hereby acknowledges and agrees that the Bank may maintain its records electronically or by such other methods of storage as may be convenient to the Bank and that printouts or copies of all such documents stored shall be deemed as legal instruments in evidence and constitute conclusive evidence of the genuineness of the contents thereof.
- 11.4 You agree that the Bank or other member of the Abu Dhabi Commercial Bank Group may record telephone calls with you for legitimate business purposes, including:
- monitoring compliance with our legal and regulatory obligations;
 - fraud prevention; and
 - staff training purposes.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 The operation of the Account and all other products and services that may be provided by the Bank to the Account Holder and these Terms and Conditions shall be governed by and construed in accordance with the laws of the Island

of Jersey and the Account Holder irrevocably submits to the exclusive jurisdiction of the Island of Jersey.

- 12.2 Any dispute or difference between the Bank and the Account Holder in connection with the Account, any funds therein and all other products and services that may be provided by the Bank to the Account Holder or these Terms and Conditions will be submitted to the exclusive jurisdiction of the courts of the Island of Jersey.

ADCB Offshore Banking – Jersey Branch is a registered business name of Abu Dhabi Commercial Bank PJSC, Jersey Branch ("ADCB Jersey"), which is regulated by the Jersey Financial Services Commission. Its principal place of business in Jersey is 27 Hill Street, St Helier, JE2 4UA. The registered head office of Abu Dhabi Commercial Bank is at Abu Dhabi Commercial Bank Head Office Building, Sheikh Zayed Street, Plot C-33, Sector E-11, P.O. Box 939, Abu Dhabi, U.A.E. Abu Dhabi Commercial Bank's latest financial statements may be viewed at www.adcb.com.

ADCB Jersey is a participant in the Jersey Bank Depositors Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details of the Scheme and banking groups covered are available on the States of Jersey website: www.gov.je/dcs, or on request.



adcb.com/offshorebanking