ABU DHABI COMMERCIAL BANK PJSC - Islamic Banking Division

ISLAMIC BANKING CONSUMER TERMS AND CONDITIONS

Effective from 1st June 2026.

adcbislamic.com

بنك أبوظبي التجاري
ADCB
ISLAMIC الإسلامي

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PART 1
GENERAL TERMS

1. General

1.1 What is covered by these Terms and Conditions?

- These Terms and Conditions govern your Islamic consumer banking relationship and interaction with ADCB Islamic Banking and will continue to apply throughout your Islamic consumer banking relationship with ADCB Islamic Banking.
- Certain parts of these Terms and Conditions contain terms governing the use of a particular ADCB Islamic Banking Offering which will apply to you as and when you use it.
- It is important that you read and understand these Terms and Conditions in their entirety before accepting them in accordance with Clause 1.3 below. Upon your acceptance, these Terms and Conditions will create a legally binding agreement between you and ADCB Islamic Banking.

1.2 When are you bound by these Terms and Conditions?

- These Terms and Conditions apply from the date printed on page 1. Even if you applied for any ADCB Islamic Banking Offering before that date, these Terms and Conditions will apply to you from that date. These Terms and Conditions will replace and supersede any past terms and conditions in respect of your Islamic consumer banking relationship and interaction with ADCB Islamic Banking to which you may have agreed.

1.3 How do you become bound by these Terms and Conditions?

- By taking any steps prescribed by ADCB Islamic Banking from time to time, which amount to an acceptance (including completion of any Form, use of any ADCB Islamic Banking Offering and/or effecting any Account transactions), you confirm that you have read, understood, accept and agree to be bound by these Terms and Conditions as well as any Specific Features.
- You agree that any electronic or other method of acceptance of these Terms and Conditions prescribed by ADCB Islamic Banking from time to time will constitute your acceptance of and agreement to be bound by these Terms and Conditions and any Specific Features as if you had accepted and agreed to be bound by them in writing.
- These Terms and Conditions will be binding on your heirs, successors and assigns in relation to any aspect of your Islamic consumer banking relationship and interaction with ADCB Islamic Banking.

1.4 What should you do if you do not understand something in these Terms and Conditions?

- If something in these Terms and Conditions is not clear, you should look at the "Glossary" at the end of these Terms and Conditions. For example, if you see words starting with capital letters, then you should check the meaning of such words in the "Glossary".
- If you have any questions on these Terms and Conditions or on any ADCB Islamic Banking Offering, you should refer to the Website, and in particular the relevant FAQ section on the Website. You can also contact ADCB Islamic Banking on the contact details specified on the Website.

1.5 How do you sign up for any ADCB Islamic Banking Offering?

- You can sign up for any ADCB Islamic Banking Offering by completing a form. If applicable, you may also be required to take additional actions prescribed by ADCB Islamic Banking from time to time. For example, if you wish to open a particular type of Account, you may be required to deposit and hold a Minimum Balance.
- For each ADCB Islamic Banking Offering (including, without limitation, Joint Accounts and Accounts opened for a minor), you must follow the ADCB Islamic Banking Policies for that particular ADCB Islamic Banking Offering.

1.6 Can a Consumer Corporate Customer sign up for any ADCB Islamic Banking Offering?

- Not all ADCB Islamic Banking Offerings are available to Consumer Corporate Customers. ADCB Islamic Banking may, in its sole discretion, make certain ADCB Islamic Banking Offerings available to certain types of Consumer Corporate Customers. Please consult your ADCB Islamic Banking relationship manager to determine whether an ADCB Islamic Banking Offering may be available to Consumer Corporate Customers.

1.7 What if you have difficulty in reading or writing?

- If you have difficulty in reading, writing or understanding our documentation, you must notify ADCB Islamic Banking before applying for an ADCB Islamic Banking Offering or engaging in any other transactions with ADCB Islamic Banking. For your protection, you may be required to take additional steps when you transact with ADCB Islamic Banking.

  For example, if you are illiterate, in addition to any other special conditions and/or restrictions imposed by ADCB Islamic Banking from time to time, the following will apply:

  (A) you must provide copies of a recent photograph of yourself to be attached to the form in which your thumb-print and/or your specimen signature appears in order to facilitate identification;

  (B) cheques or a Debit Card will not be issued to you;

  (C) withdrawals will only be allowed on your personal application and identification at a Branch;

  (D) all of your transactions with ADCB Islamic Banking will need to be carried out in the presence of at least two ADCB employees and countersigned by an officer of ADCB ; and

  (E) withdrawals by a third party will not be honoured even if the Available Balance covers the amount of the withdrawal, unless the third party presents to ADCB Islamic Banking's satisfaction, a power of attorney granted to such party in a form acceptable to ADCB Islamic Banking.

1.8 Are these Terms and Conditions the only terms and conditions which apply to you?

- In addition to these Terms and Conditions, an ADCB Islamic Banking Offering may also be subject to a supplemental terms and conditions relating to that ADCB Islamic Banking Offering (such as a Finance Document or Product Specific Terms, any Specific Features). Such supplemental terms and conditions may be issued by ADCB Islamic Banking or may be issued by a third party (for example, co-branded Credit Cards may be subject to terms and conditions issued by

the organisation with whom that Credit Card is co-branded). Such supplemental terms and conditions will be disclosed and/or available on, or through, the Website or on such other forum as prescribed by ADCB Islamic Banking from time to time. By applying for and/or using an ADCB Islamic Banking Offering, you will be deemed to have read, understood, accepted and agreed to be bound by any supplemental terms and conditions (including any Finance Document, a Product Specific Terms or Specific Features) applicable to that ADCB Islamic Banking Offering. References to "Terms and Conditions" contained herein will, where applicable, be deemed to include any Finance Document, Product Specific Terms, Specific Features and any other supplemental terms and conditions.

1.9 Can ADCB Islamic Banking restrict availability of and access to ADCB Islamic Banking Offerings?

- Whilst ADCB Islamic Banking and its Affiliates will use reasonable efforts to ensure the availability of and access to ADCB Islamic Banking Offerings including Electronic Banking, ADCB Islamic Banking Branches and any other service or offering provided by or through ADCB Islamic Banking (the "Products and Services"), in accordance with these Terms and Conditions, availability and access to one or more of the Products and Services may be delayed, restricted or limited from time to time, without the need for further consent or approval from you or notification to you, in order for ADCB Islamic Banking to carry out any planned or unplanned and regular or one-off upgrades, maintenance or repairs of the ADCB Islamic Banking's premises, banking systems or Website or which may occur as a result of a delay or disruption to any service or system used by ADCB Islamic Banking in providing or processing the Products and Services (a "Service Disruption"). To the fullest extent permitted under Applicable Laws and Shari'ah, ADCB Islamic Banking and its Affiliates shall not be responsible for any Service Disruption.

1.10 How are Accounts Shari'ah compliant and does opening such Accounts allow you to utilise Shari'ah compliant facilities?

- ADCB Islamic Banking Offerings and their operation shall be undertaken in compliance with the principles of Shari'ah as applied by, and subject to the supervision of the Internal Shari'ah Supervision Committee.
- By agreeing to provide you with an ADCB Islamic Banking Offering, ADCB Islamic Banking does not agree to extend any other ADCB Islamic Banking Offering to you. An ADCB Islamic Banking Offering may be refused by ADCB Islamic Banking in its sole discretion and may be subject to additional product-specific documentation and terms and conditions.

2. Customer Communications

2.1 How will you communicate with ADCB Islamic Banking?

- ADCB Islamic Banking may, from time to time and in its sole discretion, require you to send Customer Communications in a specific form or by a specific method, depending on your profile as a Customer or the ADCB Islamic Banking Offering to which the Customer Communication relates, or for any other reason that ADCB Islamic Banking considers appropriate.
- Except as otherwise specified by ADCB Islamic Banking from time to time and depending on the nature and content of such

communication, Customer Communications may be sent to ADCB Islamic Banking:

(A) in writing, by email, fax or by secure messaging to the contact details set out on the Website; or

(B) by Electronic Instruction.

- In the case of a Customer Communication which is a formal communication (such as a demand or notice required to be given under these Terms and Conditions), this must be delivered by hand at a Branch or sent by registered post to the manager of your home branch.
- All Customer Communications will only be deemed to be validly given or served by you when received by ADCB Islamic Banking.
- In respect of any Customer Communications that are required to be made by you in writing, ADCB Islamic Banking will only act upon such Customer Communications where they are duly signed by you or your Nominee as per the specimen signature in the Records.
- ADCB Islamic Banking will treat as genuine and process any Customer Communication that ADCB Islamic Banking believes in good faith to have been issued by you (or your Nominee) and ADCB Islamic Banking will not be obliged to confirm or verify the authenticity of the Customer Communication.

2.2 Do any special conditions apply when sending Customer Communications to ADCB Islamic Banking electronically or by telephone?

- ADCB Islamic Banking may, in its sole discretion, refuse to act upon Customer Communications received from you by email, fax, secure messaging or Electronic Instruction, until it has received the original written Customer Communication duly signed by you (or your Nominee) as per the specimen signature in the Records. ADCB Islamic Banking may also require you to provide originals of all applications and other documents that are, in the sole opinion of ADCB Islamic Banking, required or necessary for the transactions that are to be initiated by such Customer Communications. If this is required:

  (A) such documents must be delivered to ADCB Islamic Banking immediately after the execution of such transactions in such form as ADCB Islamic Banking may require; and

  (B) failure to deliver such original Customer Communication will not affect your responsibility in connection with such communications or transactions, but may entitle ADCB Islamic Banking to cancel, void or not acknowledge receipt of or act on the communication and not initiate the transaction.
- ADCB Islamic Banking may in its sole discretion contact you at your Address (including by way of phone or recorded channel) at any time to verify the authenticity of any Customer Communication purported to be provided by you. You acknowledge and agree that if ADCB Islamic Banking attempts to contact you but is unable to confirm and/or verify the authenticity of your Customer Communication, ADCB Islamic Banking may, in its sole discretion, elect not to process it.

2.3 Are there any other reasons for which ADCB Islamic Banking can delay or refuse to process Customer Communications?

- ADCB Islamic Banking may delay or refuse to process any Customer Communications:
  - (A) if ADCB Islamic Banking believes that they are not accurate or authentic;
  - (B) if ADCB Islamic Banking could or would be in breach or contravention of any Applicable Laws, Shari'ah, its own policies or other duty by processing them;
  - (C) if a transaction executed based on your Customer Communications would breach any restrictions introduced or imposed by ADCB Islamic Banking from time to time (such as any applicable maximum or minimum daily limits);
  - (D) if ADCB Islamic Banking suspects a breach of security or fraudulent activity; and/or
  - (E) for any other valid reason.

2.4 What is your liability in relation to Customer Communications?

- In addition to your liability under other provisions of these Terms and Conditions, you will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from any Liability arising from:
  - (A) ADCB Islamic Banking acting upon or refraining from acting upon any Customer Communication, or any delay in executing, any Customer Communication;
  - (B) any use or misuse of any Customer Communication;
  - (C) the accuracy of your instructions set out in any Customer Communication;
  - (D) any failure, delay or other shortcoming of any third party in relation to acting on any Customer Communication; and
  - (E) your (or your Nominee's) negligence, wilful misconduct or fraudulent activity.

3. Bank Communications

3.1 How will ADCB Islamic Banking communicate with you?

- Unless you have expressly requested to receive Bank Communications to your Address by mail, and provided that ADCB Islamic Banking has expressly consented to such request, ADCB Islamic Banking may send Bank Communications with respect to any ADCB Islamic Banking Offerings and/or these Terms and Conditions through any method of electronic communication including fax, email, SMS, telephone, secure messaging, via the MobileApp or Internet Banking (including by way of posting notices on the Website).
- All Bank Communications sent to the Primary Cardholder or any Supplementary Cardholder will be deemed to have been sent to both. All Bank Communications in respect of an ADCB Islamic Banking Offering to a Minor will be sent to the nominated Guardian.
- Unless ADCB Islamic Banking expressly agrees otherwise, any Bank Communication is deemed to be validly given:
  - (A) where it has been sent by post to your Address, on the second Business Day after the day of posting;

(B) where it has been sent by courier to your Address, on the day upon which the courier company confirms delivery;

(C) where posted on the Website, on the day upon which such posting comes online; and/or

(D) where it is sent by SMS, telephone, secure messaging, MobileApp, fax or email to your Address, on the day of sending.

- In the event that a Bank Communication is delivered by, or on behalf of, ADCB Islamic Banking to you that requires you to sign for or otherwise confirm/accept delivery thereof (for example, a Card or cheque book), you undertake to follow the acceptance instructions provided by the deliverer of the Bank Communication (for example, signing an acceptance form and providing proof of identification).
- You acknowledge and agree that any electronic or digital signature (or other form of confirmation/acceptance) ("Digital Confirmation") provided by you will (i) be as valid as if it had been provided in writing, and (ii) constitute an acceptance for the purposes of these Terms and Conditions. In addition, you hereby consent to the deliverer of the Bank Communication passing any such Digital Confirmation to ADCB Islamic Banking.
- ADCB Islamic Banking may, from time to time, send you Bank Communications relating to the promotion of an ADCB Islamic Banking Offering (whether existing or new). You hereby consent to ADCB Islamic Banking sending such communications to you.

3.2 What happens if Bank Communications are lost or not received by you?

- Neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability arising from circumstances outside ADCB Islamic Banking's control in connection with the delivery or non-receipt of Bank Communications, including where any non-receipt of Bank Communications is due to your failure to update ADCB Islamic Banking with your Address in accordance with Clause 8.2 of this part.
- If you suspect that any Bank Communications have been lost, stolen or you suspect that someone other than you has tried to use them, you must immediately contact ADCB Islamic Banking.
- You will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from any Liability incurred prior to your notification of any loss, theft, or misuse of Bank Communications.
- ADCB Islamic Banking may, in its sole discretion, re-issue any lost or non-received Bank Communications to you provided that you pay ADCB Islamic Banking upon its request for the cost of such re-issuance.
- If subsequently found, you must return any Bank Communications previously believed to be lost to ADCB Islamic Banking for cancellation.

4. Communications by Telephone, Mobile, Fax and Internet

4.1 What risks do you need to be aware of when sending or receiving communications by telephone, mobile, fax or internet?

- While ADCB Islamic Banking will take all reasonably practicable steps to ensure that your transactions are secure and all communications between you and ADCB Islamic Banking are private and confidential, you acknowledge and agree that giving Customer Communications and Bank Communications by telephone, mobile, fax or internet (whether via Internet Banking, Mobile Banking, secure messaging,

email or otherwise) is not a completely reliable, secure and confidential means of communication.

- If you choose to communicate and/or receive communications through such means, except in circumstances where ADCB Islamic Banking's Liability cannot be limited or excluded under Applicable Laws and Shari'ah, it is entirely at your own risk. Accordingly, except in circumstances where ADCB Islamic Banking's Liability cannot be limited or excluded under Applicable Laws and Shari'ah, neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability arising from:

  (A) generating, delivering, managing and/or receiving any Customer Communication or Bank Communication conveyed by telephone, mobile, fax or internet;

  (B) errors or delays in the transmission of any Customer Communication or Bank Communication or any unauthorised alteration, usage or manipulation of the information contained in them or otherwise caused as a result of their delivery;

  (C) Viruses arising from any electronic or other communications; and/or

  (D) any unauthorised access by, or disclosure of Confidential Information to, third parties as a result of the receipt or delivery of data via the means described in this Clause 4.1.

5. Changes to these Terms and Conditions

5.1 Does ADCB Islamic Banking have a right to vary these Terms and Conditions?

- To the extent permitted by Applicable Laws and Shari'ah and not restricted under any Finance Document or Product Specific Terms, ADCB Islamic Banking may change, replace, supplement or delete any of these Terms and Conditions, Charges, and any features of the ADCB Islamic Banking Offerings), any Specific Features and any Product-Specific Terms and Conditions or other supplemental terms and conditions in its sole discretion and at any time. If there are any changes to these Terms and Conditions, any Specific Features or to any other supplemental terms and conditions, Product Specific Terms or Finance Documents, ADCB Islamic Banking will give you notice in advance of such changes through:

  (A) the Website and/or via e-mail;

  (B) SMS, the MobileApp, secure messaging or Internet Banking; and/or

  (C) any other means of communication as deemed appropriate by ADCB Islamic Banking.

- Retention or use of any ADCB Islamic Banking Offering after the effective date of such changes shall be deemed to constitute your acceptance of such changes without reservation.

- If you object to the changes to these Terms and Conditions, any Specific Features or any other supplemental terms and conditions, ADCB Islamic Banking will have the right to terminate its relationship with you.

- For the avoidance of doubt, the rebranding or renaming by ADCB Islamic Banking of any ADCB Islamic Banking Offering will not be construed as a change to these Terms and Conditions, any Special Features or any other supplemental terms and conditions. ADCB

Islamic Banking will have the unrestricted right to change the branding or name of any ADCB Islamic Banking Offering at any time, in its sole discretion and without any obligation to notify you.

6. Security Measures

6.1 Should you take any security measures in relation to your use of any ADCB Islamic Banking Offerings?

- Except as otherwise set out in these Terms and Conditions, all Confidential Information is confidential between you and ADCB Islamic Banking. If you disclose any Confidential Information to any third party, you do so at your sole risk and responsibility.
- You must ensure that no unauthorised party will have access to your Cards, cheque books, Confidential Information, Secure Key and/or any other items or information relating to your relationship with ADCB Islamic Banking that ADCB Islamic Banking requires you to keep confidential and secure. You must take all necessary care to prevent any unauthorised access to such information or items. This includes, but is not limited to, the following measures:
  - (A) not responding to any request asking for your Security Information, even if such request appears to have been made by ADCB Islamic Banking;
  - (B) not selecting a Password that is easy to guess. In particular, you should not choose a Password that contains or represents your date of birth, part of your name or any of your personal details (such as your telephone number) that are accessible to third parties;
  - (C) regularly changing your Password;
  - (D) regularly scanning your computer and/or Mobile Device for Viruses;
  - (E) keeping your computer and Mobile Device software up-to-date;
  - (F) keeping your computer and/or Mobile Device safe and secure;
  - (G) not leaving your computer, Mobile Device or Cards unattended;
  - (H) not recording your Security Information in a legible way or storing it all together or on any software that saves it automatically;
  - (I) only using secure websites to effect online Card Transactions; and/or
  - (J) complying with any security requirements introduced by ADCB Islamic Banking from time to time.
- There may also be additional security obligations in respect of specific ADCB Islamic Banking Offerings. Please refer to the terms specific to such ADCB Islamic Banking Offerings for further details.

6.2 What if your Security Information has been lost, stolen or disclosed to a third party?

- If you become aware or suspect that any part of your Security Information has been lost, stolen or disclosed to a third party (for example, if your computer, Secure Key and/or Mobile Device is lost or stolen), or you become aware of any unauthorised access to your ADCB Islamic Banking Offerings, you must immediately contact ADCB Islamic Banking and follow any instructions given to you by ADCB Islamic Banking. Such instructions may include requiring you to:
  - (A) change your Security Information;

(B) replace your Secure Key;

(C) close your Account and open a new one; and/or

(D) take any other actions that ADCB Islamic Banking may require.

6.3 Who will be responsible for any unauthorised use of your ADCB Islamic Banking Offerings?

- Unless and until you notify ADCB Islamic Banking of the loss, theft or disclosure of your Security Information or any unauthorised access in accordance with Clause 6.2 of this part, you will be responsible for any unauthorised access to your ADCB Islamic Banking Offerings and you will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from any Liability arising out of such unauthorised access.

7. Records

7.1 What records does ADCB Islamic Banking keep and how are they used?

- ADCB Islamic Banking may, throughout your Islamic consumer banking relationship with ADCB Islamic Banking and as ADCB Islamic Banking deems fit, retain and maintain the Records electronically or by such other method of storage as may be convenient to ADCB Islamic Banking. You agree that printouts or copies of all such Records are legal instruments and will constitute conclusive evidence of the genuineness of the contents thereof.
- You agree that ADCB Islamic Banking may record communications by telephone or any other means between:

  (A) you (including your representatives); and

  (B) ADCB Islamic Banking's employees and representatives.
- The Records will be conclusive and binding evidence of any communications and transactions between you and ADCB Islamic Banking (including where any service is provided by ADCB Islamic Banking in conjunction with a third party) and including but not limited to those effected by instructions given verbally, in writing or electronically. As such, any Records held by ADCB Islamic Banking will be final and conclusive evidence of the genuineness of the contents thereof, subject to any right granted to you under these Terms and Conditions to dispute the accuracy of any such Records.
- You waive any right which may entitle you to apply for the auditing or production of the Records, other than to comply with an order of a court or other relevant authority with jurisdiction over ADCB Islamic Banking.
- ADCB Islamic Banking will take reasonable care to maintain the Records. However, you acknowledge and agree that the Records are maintained solely for the benefit of ADCB Islamic Banking and its Affiliates and that you have no rights, proprietary or otherwise in relation to the Records. Neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability arising out of any loss, damage, corruption or destruction of the Records.
- In the event that ADCB Islamic Banking declines an application by you for an ADCB Islamic Banking Offering, you acknowledge and agree that the application and its supporting documents will become part of the Records and will not be returned to you.
- In an event of closure of your banking relationship with ADCB Islamic Banking for whatever reason including but not limited to maturity

of any ADCB Islamic Banking Offering or early termination of ADCB Islamic Banking Offering, by ADCB Islamic Banking or by you, you agree that the Security provided or executed by you, including but not limited to the Salary Assignment Letter, security cheque excluding the post dated cheque or any other document for creation or perfection of the Security, will become part of the Records and unless provided under the Applicable Laws and Shari'ah, will not be returned to you. ADCB Islamic Banking reserves the right to dispose of any such Security securely by way of shredding or in any other manner, which ADCB Islamic Banking deems appropriate or store it securely in accordance with ADCB Policies.

8. Your Information

8.1 What are your obligations to provide information?

- When requested, you must promptly provide ADCB Islamic Banking with all information and documents, including tax information or self-certifications, which ADCB Islamic Banking may require for any purpose including in connection with the relationship between you and ADCB Islamic Banking or in connection with any Tax Obligations. Please refer to ADCB's Privacy Policy available on https://www.adcb.com/en/tools-resources/adcb-privacy-policy for further details on the personal data we may ask for.
- If you are a Consumer Corporate Customer, you must provide ADCB Islamic Banking with the information and/or documentation that it requires to establish the identities of your ultimate beneficial owner(s), their respective tax ID numbers, date/place of birth, residence and/or citizenship and the relevant clarification and/or status and the source of funds and wealth for each of your beneficial owners and/or subsidiaries (as applicable, including Establishment Documents).
- You are not permitted to open a trust or similar Account without ADCB Islamic Banking's express consent. You must inform ADCB Islamic Banking if your Account is being opened and held on behalf of (including on trust for) third party beneficiaries, and you must provide ADCB Islamic Banking with any information and documents requested by ADCB Islamic Banking to enable ADCB Islamic Banking to establish the identities of the ultimate beneficiaries of that Account. You acknowledge that any such trust or similar arrangement is between you and the third party beneficiaries; as such, you will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from any Liability arising as a result of you holding an Account on behalf of (including on trust for) third party beneficiaries and, for the purposes of account operation, ADCB Islamic Banking shall be under no obligation to ensure, or any responsibility or liability for ensuring, that the Account is operated in accordance with the terms of any trust or similar arrangement.
- You confirm and agree that (notwithstanding any other provision in these Terms and Conditions) if you do not provide ADCB Islamic Banking with information and documentation that ADCB Islamic Banking requests, or you provide inaccurate, incomplete or misleading information and/or documentation, ADCB Islamic Banking may:

  (A) withhold a proportion of the Available Balance (including profit), as required by any tax authority or under any applicable Tax Obligations;

  (B) suspend, freeze or block your Account in accordance with Clause 16.1 of this part;

(C) close your Account in accordance with Clause 16.5 of this part;

(D) transfer your Account and/or banking facilities to an Affiliate of ADCB Islamic Banking.

8.2 What are your obligations in respect of any information and documentation that you provide to ADCB Islamic Banking?

- You warrant, represent and undertake to ADCB Islamic Banking that any information, specimen signature, biometric data and/or documentation that you provide to ADCB Islamic Banking will be complete, true and accurate. You authorise and agree to ADCB Islamic Banking's verification of any such information from whatever sources it considers appropriate.
- You must notify ADCB Islamic Banking promptly and keep it updated of any change in your employment, business, Address, nationality, residence status (including tax residence) or any other information (including phone number and email address), specimen signature and/or documentation that you have provided to ADCB Islamic Banking from time to time.
- If you are a Consumer Corporate Customer, you must advise ADCB Islamic Banking immediately of any changes in the Establishment Documents and any other relevant information, and furnish ADCB Islamic Banking with any updated information. Upon update or renewal of any Establishment Documents, you must promptly provide ADCB Islamic Banking with up-to-date copies thereof, as well as any information and/or documentation affected by such update (such as, but not limited to, any authority granted to a Nominee).
- You will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from any Liability arising out of any failure by you to provide ADCB Islamic Banking with any information or documents that it requests, as well as for any error, omission, inadequacy or inaccuracy in any information and/or documents that you provide to ADCB Islamic Banking.

8.3 How will information relating to you be processed by ADCB Islamic Banking and to whom will we disclose it?

- We need to use information about you for different reasons. By using our products or services, you consent to us managing your Account, providing our products and services to you and others, and meeting our regulatory obligations. You also consent to us sharing your information with our trusted third parties for these purposes. You can find out all about the information we keep and how we use it in our Privacy Policy.

8.4 To whom will ADCB Islamic Banking disclose information relating to you?

- Pursuant to ADCB Islamic Banking's rights under Clause 8.3 above, ADCB Islamic Banking may disclose your information to any of the following:

  (A) its Affiliates (including their employees, directors and shareholders) who are under a duty of confidentiality to ADCB Islamic Banking;

  (B) any actual or potential participant or sub-participant in relation to any of ADCB Islamic Banking's rights and/or obligations to you under any agreement with ADCB Islamic Banking or its assignee, or transferee (or any agent of adviser of any of the foregoing);

(C) the Central Bank or any court or tribunal or regulatory supervisory, tax or other governmental or quasi-governmental authority (whether national, international or local) where ADCB Islamic Banking is, or may be required to, or seeks to comply (whether on a voluntary or mandatory basis):

(1) with Applicable Laws including, without limitation, the Applicable Laws of jurisdictions in which ADCB Islamic Banking or its customers operate and jurisdictions through which ADCB Islamic Banking or its correspondents effect payments;

(2) with its own policies; and/or

(3) with any disclosure obligations under any Tax Obligations;

(D) any credit reference agencies (including without limitation, Al Etihad Credit Bureau) as ADCB Islamic Banking chooses to use from time to time for the purposes of obtaining or providing credit references and other information;

(E) any party that provides services to you through ADCB Islamic Banking as an intermediary, including investment management or takaful services and including in relation to the Additional Products and Services;

(F) any party that ADCB Islamic Banking reasonably believes to be acting on your behalf, payment recipients, beneficiaries of your Account, Nominees, intermediaries, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges or companies in which you have an interest in securities (where such securities are held by ADCB Islamic Banking for you);

(G) any party to a transaction acquiring an interest in, or assuming risk in, or in connection with, your Islamic consumer banking relationship with ADCB Islamic Banking;

(H) any party, including but not limited to ADCB Islamic Banking's professional advisors, for the purpose of enforcing or preserving ADCB Islamic Banking's rights against you, such as where there are any proceedings brought by ADCB Islamic Banking against you or vice versa, or by any third party against you or ADCB Islamic Banking in respect of an ADCB Islamic Banking Offering or a Third Party Offering, or transactions with ADCB Islamic Banking or to any external debt collection agency for the purposes of collecting any overdue debts that you may owe to ADCB Islamic Banking;

(I) any party that ADCB Islamic Banking engages for the purpose of processing your transactions or for the purpose of processing or storing your information, whether in the UAE or abroad, including third party service providers that facilitate your use of biometric facial verification for authentication of transactions through Internet Banking or Mobile Banking;

(J) any party if ADCB Islamic Banking determines, in its sole discretion, that such disclosure will prevent or recover losses to ADCB Islamic Banking; and/or

(K) any party pursuant to ADCB Islamic Banking's internal operational requirements (including credit and risk management, system or product development and planning, takaful, audit and administrative purposes), and in each case you may not be made aware of any such disclosure.

- For the purposes of each or any of the disclosures referred to above, you expressly permit such disclosures and waive, so far as permitted, any right to secrecy that you have under any Applicable Laws and Shari'ah in any other jurisdictions.
- Except in circumstances where ADCB Islamic Banking's Liability cannot be limited or excluded under Applicable Laws and Shari'ah, neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability in relation to any disclosures made under the circumstances set out in Clauses 8.3 and 8.4 of this part, or any similar circumstances.

8.5 How will ADCB Islamic Banking use credit references about you?

- When you apply for any ADCB Islamic Banking Offering and at any point during which you are a Customer, ADCB Islamic Banking may request any information relating to you that ADCB Islamic Banking considers appropriate from your employer, any financial institution, credit reference agency (including Al Etihad Credit Bureau) or any other source that ADCB Islamic Banking considers necessary, to assess your ability to meet your commitments.
- You authorise ADCB Islamic Banking (and its Affiliates on its behalf) to make enquiries and to obtain any credit references or other relevant information about you from your employer, any financial institution, any credit reference agency/bureau (including Al Etihad Credit Bureau) and/or any other source that ADCB Islamic Banking considers necessary, to assess your ability to meet your commitments.

9. Sanctions and Regulatory Requirements

9.1 What obligations do you have in relation to sanctions and regulatory requirements?

- You warrant and undertake to ADCB Islamic Banking that:

  (A) the monies used to fund your relationship with ADCB Islamic Banking have not been derived and will not at any time derive, directly or indirectly, from or be related to any illegal activities, including but not limited to money laundering activities, and the proceeds from your relationship with ADCB Islamic Banking will not be used to finance any illegal activities in any jurisdiction whatsoever;

  (B) you are not (or if you are a Consumer Corporate Customer, each of your affiliates is not) subject to any restrictions under any Regulations;

  (C) you are not, and will not become:

  (1) located or domiciled in any country that is a Prohibited Country; or

  (2) an entity or person with whom dealings are or may be restricted pursuant to Applicable Laws;

  (D) you are not and will not in any way be:

  (1) connected to a person or entity; or

  (2) engaged, either directly or indirectly, in commercial activity of any kind with any person or entity,

  that is located or domiciled in a Prohibited Country or involved in money laundering or hawala activity, terrorist financing or manufacturing or trading of armaments or supply of parts/ chemicals for defense equipment;

(E) you will not use:

(1) any ADCB Islamic Banking Offering;

(2) any funds deposited with ADCB Islamic Banking;

(3) any funds lent, contributed or otherwise made available to you by ADCB Islamic Banking; or

(4) any other funds resulting from your relationship with ADCB Islamic Banking,

for any transaction, either directly or indirectly, with any person or entity located or domiciled in a Prohibited Country or for any unlawful purposes including (without limitation) tax evasion or deemed tax evasion; and

(F) you will not lend, contribute or make available any amount or ADCB Islamic Banking Offering described in Clause 9.1 (E) of this part to any party for the purpose of financing the activities of, or for the benefit of, any country, state, or other party subject to any restrictions under the Applicable Laws.

9.2 How can your use of an ADCB Islamic Banking Offering be affected by ADCB Islamic Banking's compliance with sanctions, tax and other regulatory requirements?

- ADCB Islamic Banking may voluntarily comply with any Applicable Laws and may interpret the Applicable Laws in its sole discretion to take any measure whatsoever to comply therewith including, but not limited to:

  (A) suspending or freezing your Account, blocking your transactions and/or putting your Account and/or transactions on hold in accordance with Clause 16.1 of this part;

  (B) closing your Account and/or terminating your banking facilities in accordance with Clause 16.5 of this part;

  (C) suspending or terminating your use of any ADCB Islamic Banking Offering; and/or

  (D) taking such other steps and/or actions as ADCB Islamic Banking reasonably deems necessary to comply with the Applicable Laws.

- Any funds transferred or any transaction to or from your Account may be reversed, delayed, suspended or, pursuant to a court order, attached, by ADCB Islamic Banking.

- If you ask ADCB Islamic Banking to make a payment to an account held with a financial institution which does not participate or comply (or which ADCB Islamic Banking cannot verify that it participates or complies) with relevant tax legislation, ADCB Islamic Banking may be required, and you authorise ADCB Islamic Banking, to withhold certain amounts from that payment and ADCB Islamic Banking will notify you if this is the case.

- As part of their compliance with any Tax Obligations, ADCB Islamic Banking and/or its Affiliates may be required to withhold tax on any payments of US source income, as well as gross proceeds from the sale of securities that generate US source income.

- Any payments made to you, or funds held for you, may be subject to withholdings required to be made by, or imposed on, ADCB Islamic Banking or its Affiliates from time to time in connection with your non-compliance with applicable Tax Obligations or breach of the relevant obligations in this Clause 9.2.

- No additional amount will be payable to, or held for, you by ADCB Islamic Banking or its Affiliates, to compensate for such withholdings made under applicable Tax Obligations.
- Neither ADCB Islamic Banking nor its Affiliates will be responsible for, and you will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from, any Liability:
  - (A) arising out of their compliance with any Applicable Laws, any Tax Obligations, agreements with tax authorities, or their own policies;
  - (B) arising out of any failure or shortfall by ADCB Islamic Banking or its Affiliates to comply with their obligations under (A) above, caused by your breach or non-compliance with these Terms and Conditions and/or Applicable Laws;
  - (C) for any delays, suspensions, attachments, holds and/or any resulting unavailability of funds for not following your instruction to pay due to their obligations relating to the Applicable Laws; and/or
  - (D) in connection with any determination that any funds, accounts, or investments constitute 'US source income' or other determinations related to compliance or actions taken to comply with applicable Tax Obligations and that any determination or action taken by ADCB Islamic Banking or its Affiliates, howsoever made will be final and binding upon you.

10. Charges and Other Amounts Payable to ADCB Islamic Banking and VAT

10.1 What are ADCB Islamic Banking's Charges?

- You may have to pay Charges for the various ADCB Islamic Banking Offerings provided to you.

10.2 How are payments made to ADCB Islamic Banking?

- All payments made by you to ADCB Islamic Banking must be made net of any taxes, withholdings, fees, levies, bank charges or other deductions and in AED, or in such other currency required by ADCB Islamic Banking, or where ADCB Islamic Banking so specifies, in the currency of the Account.
- If any payment falls due on a non-Business Day, the payment shall be made on the following Business Day.

10.3 What are ADCB Islamic Banking's rights in relation to money that you owe?

- In addition to any other events or circumstances described in other parts of these Terms and Conditions, if:
  - (A) you fail to pay any money owed to ADCB Islamic Banking by its Payment Due Date or upon ADCB Islamic Banking's request;
  - (B) you become unable to pay your debts as and when they fall due or have a bankruptcy petition (or any similar proceedings) presented against you or you are declared bankrupt;
  - (C) (if you are a Consumer Corporate Customer) you, your subsidiaries, holding companies or any of your shareholders holding a substantial shareholding in you, become unable to pay your or (as applicable) their debts as and when they fall due, or have a bankruptcy or winding-up petition (or any similar proceedings) presented against you (or them) or are declared bankrupt; and/or

(D) ADCB Islamic Banking believes that you intend to leave the UAE without paying amounts owed to ADCB Islamic Banking,

you hereby irrevocably agree and authorise ADCB Islamic Banking to immediately, and without prior notice, exercise its Right of Set-Off. Your authorisation is irrevocable and cannot be cancelled without ADCB Islamic Banking's prior written consent.

- If required, you authorise ADCB Islamic Banking to convert sums in your Account at the then applicable Exchange Rate for the purposes of, or in connection with, the exercise of its Right of Set-Off.
- You authorise ADCB Islamic Banking to debit your Account with all expenses and disbursements incurred in recovering amounts owed by you, including but not limited to legal costs and costs of obtaining and realising any Security.
- ADCB Islamic Banking will have the right to apply any Donation Amount for Late Payment on the outstanding sums (including for the avoidance of doubt any Charges), from the date that payment has become due until the date when the outstanding sums are paid in full. ADCB Islamic Banking's right to apply Donation Amount for Late Payment is without prejudice to any other rights that it may have.
- In addition to any Security that ADCB Islamic Banking may have over your Account(s) or any of your assets in ADCB Islamic Banking's custody now or hereafter, ADCB Islamic Banking has the right, at any time, in the exercise of its Right of Set-Off to combine or consolidate all or any of your Accounts with any amounts owed by you to ADCB Islamic Banking.
- To the extent that ADCB Islamic Banking exercises its Right of Set-Off against any Term Investment Deposit or any Wakala Deposit that you may hold, you authorise ADCB Islamic Banking to, in its sole discretion, withdraw such amounts before the end of the agreed term of such Term Investment Deposit or Wakala Deposit. You may also receive a reduced rate of return for early withdrawal and or incur Charges arising under Clause 5 and 6 of part 3.
- ADCB Islamic Banking may retain any monies received, recovered or realised under these Terms and Conditions or under any other Security or guarantee as ADCB Islamic Banking sees fit without any intermediate obligation on the part of ADCB Islamic Banking to apply the same or any part thereof in or towards the discharge of the sums due and owing to ADCB Islamic Banking.
- So long as any amount owed to ADCB Islamic Banking remains unpaid by you, ADCB Islamic Banking will be entitled to suspend, terminate or cancel any of the ADCB Islamic Banking Offerings provided to you.
- ADCB Islamic Banking will be entitled to notify a credit reference agency of your default. This may negatively affect your credit-worthiness with ADCB Islamic Banking and other banks in the future.
- ADCB Islamic Banking may also take other enforcement actions against you and you may be contacted by ADCB Islamic Banking or third party debt collection agencies engaged by ADCB Islamic Banking to act on its behalf for debt collection purposes.

10.4 Are you liable for VAT?

- Unless expressly specified or agreed otherwise by ADCB Islamic Banking, all amounts (including any Charges) stated as being due from you to ADCB Islamic Banking under these Terms and Conditions are exclusive of VAT properly chargeable.

- Unless expressly specified or agreed otherwise by ADCB Islamic Banking, where ADCB Islamic Banking makes a taxable supply or deemed supply of goods or services to you, the payment or other consideration for that supply shall be exclusive of all VAT properly chargeable and you shall pay the VAT in addition to and at the same time as the payment or other consideration, or if earlier when the supply is made, and ADCB Islamic Banking shall provide a valid VAT invoice or other documentary evidence in the form prescribed by the Applicable Laws and regulations applicable to VAT.
- Where the Applicable Laws requires you to account for the VAT under the reverse charge mechanism or otherwise to the relevant tax authority, and ADCB Islamic Banking is not liable to account for VAT on the supply to you, for example on a supply of goods or services which involves more than one jurisdiction, you will provide your relevant non-UAE VAT identification number to ADCB Islamic Banking and will account for all VAT due in the relevant jurisdiction, and no VAT will be due to ADCB Islamic Banking in addition to the consideration.
- Where you have agreed to pay, pay or reimburse the costs, fees, Charges or expenses of ADCB Islamic Banking in connection with goods or services provided by ADCB Islamic Banking to you under this agreement, other than where it gives rise to a taxable supply by ADCB Islamic Banking, you shall also reimburse ADCB Islamic Banking for any part of such cost, fee, charge or expense (or proportion of it) which represents VAT, save to the extent that ADCB Islamic Banking notifies you that it is satisfied that it will be entitled to credit or payment in respect of such VAT from the relevant tax authority.
- Where pursuant to these Terms and Conditions you are rendering taxable supplies to ADCB Islamic Banking on which you are obliged to account for VAT, the consideration for such supplies shall be deemed inclusive of any VAT chargeable.
- Where these Terms and Conditions allows for suspension or termination where you fail to pay or delay in paying what is due to ADCB Islamic Banking, this shall include failure to pay or delay in paying the VAT in addition to the consideration when due in accordance with these Terms and Conditions.
- Where the consideration for any taxable supply of goods or services is subsequently adjusted including (without limitation) on a termination of these Terms and Conditions or any ADCB Islamic Banking Offering, you and ADCB Islamic Banking will make all appropriate adjustments to the VAT including the payment of VAT, the further payment of VAT and the issue of any credit note or further VAT invoice valid for VAT purposes.
- If ADCB Islamic Banking is uncertain about the VAT implications of any supplies of goods or services pursuant to these Terms and Conditions or the relevant tax authority determines that the parties' treatment of VAT on such supplies is incorrect in any respect, you and ADCB Islamic Banking shall use all reasonable endeavours to cooperate and reach agreement with each other and with the tax authority, keeping each other fully informed, and make all appropriate adjustments.
- You will promptly provide ADCB Islamic Banking with all information it requires or requests to comply with its VAT obligations arising from these Terms and Conditions.

11. Foreign Currency Transactions and Foreign Transactions (Non-AED or AED)

11.1 Can you make or receive payments to your Account in a different currency other than the currency of the Account?

- If ADCB Islamic Banking receives a payment to your Account in a currency different to the currency of the Account, such amount will be converted into the currency of the Account.
- If you make a payment in a currency different to the currency of the Account, you can request ADCB Islamic Banking to convert the amount before it is sent from your Account.
- Conversion from one currency to another will be at the Exchange Rate applicable on the date of the transaction and subject to the relevant currency being available to effect the conversion.
- If a funds transfer is between two different currencies and the funds transfer request is received after ADCB Islamic Banking's cut-off time for conversion into the currency into which the transfer is being made, then ADCB Islamic Banking may, in its sole discretion, debit the funds transfer amount on the next Business Day at the Exchange Rate applied on that next Business Day.
- When receiving funds into your Account:
  - (A) there may be a difference between the Exchange Rate which applies when a currency is sent and that which applies when the currency is received by ADCB Islamic Banking, even within the same day; and
  - (B) payments in relation to currencies whose currency centres are closed will be processed on the next business day of the relevant currency centre and no profit will accrue on the expected payment during such delay.
- If you wish to request an alternative or fixed exchange rate from ADCB Islamic Banking, you must give ADCB Islamic Banking sufficient notice in advance of the transaction, and such rate shall be offered at ADCB Islamic Banking's sole discretion.

11.2 What happens if a Card Transaction is in a currency other than in the currency of your Account?

- A Card Transaction in a currency other than the currency of your Account will be converted into your Account currency at the wholesale foreign exchange market rate that is selected and applied by the Card Scheme Provider on the date of conversion. All foreign currency transactions will be subject to foreign currency transaction margin, as published in the Schedule of Fees and any other costs and expenses incurred by ADCB Islamic Banking as a result of such Card Transaction. The foreign currency transaction margin will be calculated as a percentage of the total value of the Card Transaction. For avoidance of doubt, the foreign currency transaction margin is charged in addition to the wholesale foreign exchange market rate that may be charged by the Card Scheme Provider.
- You are solely responsible for, and neither ADCB Islamic Banking nor its Affiliates will be responsible for, any Liability arising from circumstances outside of ADCB Islamic Banking's control (including, without limitation, those arising from any international, domestic, legal or regulatory restrictions and possible exchange rate fluctuations) associated with transactions involving any currencies other than AED.

11.3 What happens if a Card Transaction is in the same currency of your Account, but merchant is located outside UAE?

- All foreign transactions (AED currency) will be subject to a processing fee stated in the Schedule of Fees, and you will reimburse ADCB Islamic Banking for all actual costs or expenses it incurs as a result of such transactions (but excluding opportunity costs, cost of fund and any payments in the nature of interest).

12. Delegation of Authority to Operate an Account

12.1 Can you delegate operation of your Account to someone else?

- You may delegate operation of your Account to one or more nominee(s) (each a "Nominee") by:
  - (A) providing ADCB Islamic Banking with a power of attorney granted to such Nominee(s) in a form acceptable to ADCB Islamic Banking; and
  - (B) completing any Form prescribed by ADCB Islamic Banking for that purpose from time to time.
- Your Nominee must provide ADCB Islamic Banking with any information that it requests for identification and verification purposes including a specimen signature.
- Your ability to delegate operation of your Account will be subject to the acceptance by your Nominee to be bound by these Terms and Conditions through completion of the prescribed delegation Form or any other means prescribed by ADCB Islamic Banking from time to time.
- If you decide to revoke or change the delegation of authority, you must promptly notify ADCB Islamic Banking. You (and any Nominee) will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from any Liability arising out of or in connection with your delegation of authority, including for any unauthorised transactions on your Account if you fail to give adequate notice that a delegation of authority has been revoked, changed or used inappropriately. Revoking or changing the delegation of authority may also affect other ADCB Islamic Banking Offerings that ADCB Islamic Banking provides to you and in such event, ADCB Islamic Banking may contact you to notify you of any such changes.
- If you change your specimen signature (or that of any Nominee), you shall be responsible for replacing, removing, or destroying all instructions, mandates, cheques, and any other relevant documents bearing your signature (or that of the relevant Nominee). ADCB Islamic Banking shall not be responsible for, and you (and the relevant Nominee) will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from and against, any Liability arising out of or in connection with ADCB Islamic Banking accepting, effecting, or clearing any such instructions, mandates, cheques and/or other relevant documents, which ADCB Islamic Banking receives after the change of signature.

13. Joint Accounts

13.1 What happens if you open an Account with someone else?

- When completing a Form to open an Account, you can choose whether that particular Account is single or joint. You will be able to

select whether ADCB Islamic Banking should accept instructions from the Joint Account Holders on:

(A) an "or" basis, meaning that ADCB Islamic Banking will accept instructions on the Joint Account issued by any individual Joint Account Holder acting on their own;

(B) an "and" basis, meaning that ADCB Islamic Banking will accept instructions on the Joint Account only where such instructions are given by all of the Joint Account Holders; or

(C) an "and/or" basis, meaning that, in the case of a Joint Account with more than three Joint Account Holders, ADCB Islamic Banking will accept instructions on the Joint Account given by any two of them acting jointly on behalf of the others.

In the relevant Form, you must also designate one of the Joint Account Holders as the Primary Account Holder.

- If you choose that instructions are given by the Joint Account Holders on an "and" or an "and/or" basis, ADCB Islamic Banking will not issue any Joint Account Holder with a Debit Card. Certain other ADCB Islamic Banking Offerings, as prescribed by ADCB Islamic Banking from time to time, may also be unavailable.
- If you choose that instructions are given on an "or" basis, each Joint Account Holder hereby authorises the other Joint Account Holder(s) to make deposits, payment instructions, stop payment instructions and all other instructions for one or all of the Joint Account Holders in relation to your Joint Account.
- In the event of the death or legal disability of a Joint Account Holder, the other Joint Account Holder(s) must notify ADCB Islamic Banking promptly (but in any event not later than 10 days after such death or disability). The operation of the relevant Joint Account will then be temporarily suspended.
- Statements of Account in relation to the Joint Account will only be sent to the Primary Account Holder. For further details on Statements of Account, please see Clause 15 of this part.

13.2 What is your liability as a Joint Account Holder?

- As a Joint Account Holder, you will have Joint and Several Liability for any Liability suffered by ADCB Islamic Banking arising from activity on your Account, use of any ADCB Islamic Banking Offering or any breach of these Terms and Conditions by you or any other Joint Account Holder.
- Unless otherwise agreed by the Joint Account Holders, all amounts deposited into the Joint Account will be treated as jointly owned by the Joint Account Holders on an equal basis.

13.3 What happens in the case of disagreement between Joint Account Holders over the use of the Joint Account?

- Where there is any dispute between the Joint Account Holders, and if the Joint Account is subject to an "or" instruction, ADCB Islamic Banking may in its discretion continue to act upon instructions given by any Joint Account Holder acting individually as and when they are received by ADCB Islamic Banking, unless instructed otherwise by all of the Joint Account Holder(s) or by a court order.
- If ADCB Islamic Banking becomes aware of a dispute between Joint Account Holders or receives conflicting instructions from you and

the other Joint Account Holder(s), ADCB Islamic Banking may, in its sole discretion, temporarily suspend or block the operation of your Account in accordance with Clause 16.1 of this part and request a fresh mandate from all the Joint Account Holders before giving effect to any such instructions.

- You will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from any Liability for any transaction or the use of any ADCB Islamic Banking Offering in relation to your Joint Account carried out by any Joint Account Holder, even if disputed by any of the other Joint Account Holders.

13.4 Are there any special requirements for closing a Joint Account?

- If you wish to close your Joint Account, you must provide ADCB Islamic Banking with confirmation, in a form satisfactory to ADCB Islamic Banking, from all of the Joint Account Holders of their wish to close the Joint Account. For further details please see Clauses 16.3 to 16.6 of this part.

14. Accounts for minors

14.1 What Accounts can be opened for minors?

- ADCB Islamic Banking may from time to time and in its sole discretion permit certain Accounts to be opened for minors by a Guardian. Any Accounts that ADCB Islamic Banking has not designated to be available to minors may not be opened on their behalf.

14.2 What are the special terms which apply to an Account opened for the benefit of a minor?

- A Guardian may operate an Account for the benefit of a minor as set out below and the Guardian will accept these Terms and Conditions in the Guardian's own name and on behalf of, and in the name of, the minor. In this regard:

  (A) the Guardian will provide ADCB Islamic Banking with details of their Address and any other requested information and promptly update ADCB Islamic Banking whenever there is any change in such details or information;

  (B) the Guardian will promptly advise ADCB Islamic Banking if there is any change in the guardianship;

  (C) the Guardian will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from any Liability incurred in connection with the operation of the Account on behalf of the minor;

  (D) once the minor attains Majority, the Guardian must cease to operate the Account and must inform and instruct the minor to utilize the ADCB Personal Banking digital channels as communicated by ADCB or go to a Branch to complete the relevant Form in order to update the Account Information with the minor's details;

  (E) ADCB Islamic Banking will have the right to suspend operation of the minor's Account in accordance with Clause 16.1(L) of this part if the minor and the Guardian do not comply with (D) above within one month of the minor attaining Majority; and

(F) the Guardian may be required to enter into specific undertakings when opening a minor›s Account and when requested by ADCB Islamic Banking from time to time.

- ADCB Islamic Banking will follow the guidance set out in Applicable Laws and any court order when operating an Account held for a for a person below the age of Majority.

15. Statement of Account

15.1 Will ADCB Islamic Banking issue any statements for your Account?

- Subject to Clause 4.1 of this part, an E-Statement will be sent to your Address at least once a month or more frequently, as prescribed by ADCB Islamic Banking in its sole discretion. You may also view your E-Statement by accessing Internet Banking or through the use of such other ADCB Islamic Banking Offerings as ADCB Islamic Banking may introduce from time to time.
- Unless you inform ADCB Islamic Banking that you wish to receive a Paper Statement you will only receive E-Statements.
- ADCB Islamic Banking may, in its sole discretion, restrict or terminate your use of the E-Statement service. If this happens, ADCB Islamic Banking will notify you and provide you with Paper Statements.

15.2 What do you need to do if you have received an E-Statement but cannot access it?

- If you are unable to access the E-Statement sent to your Address you should attempt to access it through Internet Banking. If you are also unable to access the E-Statement through Internet Banking, you must notify ADCB Islamic Banking within seven days of the receipt of the E-Statement, otherwise you will be deemed to have received and accessed the E-Statement.

15.3 What happens if you do not receive your Statement of Account?

- ADCB Islamic Banking will be deemed to have delivered your Statement of Account to you upon your receipt of it. If you do not receive your Statement of Account, it is your responsibility to request one from ADCB Islamic Banking within 30 days from the date on which it would normally have been sent to you.
- If you do not receive your Statement of Account for reasons outside of ADCB Islamic Banking's control, ADCB Islamic Banking will not be held responsible for any consequences whatsoever arising therefrom.
- You will continue to be liable to ADCB Islamic Banking with regard to your contractual obligations irrespective of the receipt or non-receipt of your Statement of Account.

15.4 What do you need to do if you have received a Statement of Account but you do not think the information on the statement is correct?

- If you disagree with any entry appearing in the Statement of Account, details should be communicated to ADCB Islamic Banking within 30 days from the date of the Statement of Account, failing which you will be deemed to have agreed to the correctness of all the entries in the Statement of Account and you will not have the right to dispute any entry.

- If ADCB Islamic Banking agrees that there has been an error, ADCB Islamic Banking will take steps to correct it. ADCB Islamic Banking may require you to provide further information or documents in order to conduct an investigation.

16. Suspension, freezing, blocking, putting on hold and closure of an Account, termination rights and other remedies

Suspension, Freezing, Blocking or Putting on hold

16.1 Under what circumstances can ADCB Islamic Banking suspend, freeze, block or put a hold on your Account?

- While ADCB Islamic Banking will reasonably endeavour to give you prior notice before doing so (unless prohibited from giving such notice under Applicable Laws), ADCB Islamic Banking may at any time and in its sole discretion suspend or freeze your Account, block your transactions and/or put a hold on your Account and/or transactions under the following circumstances:

  (A) if your Account is in debit or you have exceeded the Spending Limit and in such case you will be obliged to immediately pay ADCB Islamic Banking the amount of any debit balance with other applicable Charges;

  (B) if ADCB Islamic Banking receives written confirmation or other evidence to its satisfaction of:

    (1) your or any Joint Account Holder's death or legal disability Consumer Corporate Customer, confirmation of dissolution) until the relevant court appoints the legal successor;

    (2) if so appointed, your Nominee's death or legal disability; or

    (3) in the case of a minor, the Guardian's death or legal disability or dispute between the Guardians with respect to guardianship of the minor.

  (C) if ADCB Islamic Banking receives an order from a court or other regulatory authority to suspend, freeze, block or put a hold on your Account;

  (D) if ADCB Islamic Banking believes that funds in your Account have been obtained through unlawful means or that your Account is being used to effect suspicious transactions. In such a case, ADCB Islamic Banking may require you to provide any necessary documentation to verify the legality of the transactions in question;

  (E) if ADCB Islamic Banking believes that you are no longer a resident of the UAE or that you are likely to permanently leave the UAE;

  (F) if your salary transfers (if applicable) to ADCB Islamic Banking cease or ADCB Islamic Banking believes that you are likely to lose your primary source of income, and you have existing obligations to make monthly payments to ADCB Islamic Banking;

  (G) if you have obligations to make monthly payments to ADCB Islamic Banking out of your salary and you receive any advance salary payments into your Account, in which case ADCB

Islamic Banking will have the right to put a hold on the advance payments corresponding to the monthly payments that they are intended to cover;

(H) if you do not, upon request, provide ADCB Islamic Banking with any information or documentation relating to you and/or your Account that ADCB Islamic Banking is required to maintain in accordance with Applicable Laws and/or ADCB Islamic Banking's own policies or is otherwise requested by ADCB Islamic Banking;

(I) if your Account is in the process of being closed;

(J) in the case of a Joint Account, if the Joint Account Holders are in dispute and ADCB Islamic Banking exercises its right under Clause 13.3 of this part;

(K) if you (or your Nominee) default on any of your obligations under the terms of any ADCB Islamic Banking Offering;

(L) if, in the case of an Account held by a Guardian on behalf of a minor, the Guardian and minor fail to comply with their obligations under Clause 14.2(D) of this part; and/or

(M) if there are any other valid reasons why ADCB Islamic Banking believes it is necessary to do so.

- Neither ADCB Islamic Banking nor its Affiliates shall be responsible for any Liability arising out of any of your Accounts or transactions (as applicable) being suspended, frozen, blocked or put on hold.
- You will indemnify and hold harmless ADCB Islamic Banking and its Affiliates against any Liability arising out of any of your Accounts or transactions (as applicable) being suspended, frozen, blocked or put on hold.

16.2 Can ADCB Islamic Banking suspend any services that it provides to you?

- If your Account is suspended, frozen, blocked or put on hold in accordance with Clause 16.1 of this part, ADCB Islamic Banking may also, in its sole discretion, suspend your access to any ADCB Islamic Banking Offering. While ADCB Islamic Banking will reasonably endeavour to notify you before suspending your access to an ADCB Islamic Banking Offering, it will have the right to do so without notifying you in advance.

Closure

16.3 How can you close your Account?

- You may close your Account if you make a request using the relevant Form.
- There may be additional steps that you have to take in order to close your Account, as may be prescribed by ADCB Islamic Banking from time to time, including:

(A) confirming that no cheque(s) issued by you will be presented on ADCB Islamic Banking after the date of closure or providing ADCB Islamic Banking with a list of cheques yet to be presented on ADCB Islamic Banking;

(B) surrendering the Safe Deposit Locker (if applicable);

(C) returning to ADCB Islamic Banking all unused cheques and unexpired Cards for cancellation; and/or

(D) paying anything owed to ADCB Islamic Banking on your Account before your Account is closed.

16.4 Do you need to pay any Charges when your Account is closed?

- If your Account is closed within a year of its opening, there may be an applicable Charge.

16.5 Can ADCB Islamic Banking close your Account?

- ADCB Islamic Banking may close your Account in certain circumstances, including:
  - (A) if four or more cheques issued by you during a year are returned unpaid by ADCB Islamic Banking due to insufficient funds;
  - (B) if your Account carries a 'zero' balance with no activity for 90 consecutive days or more;
  - (C) if your Account carries a balance of less than the Minimum Balance with no activity for such period as may be prescribed by ADCB Islamic Banking from time to time;
  - (D) if your Account is deactivated pursuant to Clause 16.7 of this part and remains deactivated for such period as may be prescribed by ADCB Islamic Banking from time to time;
  - (E) if ADCB Islamic Banking receives an order from a court or regulatory authority requiring it to do so;
  - (F) if you are no longer a resident of the UAE;
  - (G) if ADCB Islamic Banking believes, acting reasonably, that you have acted fraudulently or dishonestly;
  - (H) if you are convicted of a crime;
  - (I) if you are in breach of these Terms and Conditions or any other agreement with ADCB Islamic Banking;
  - (J) if you do not, upon request, provide ADCB Islamic Banking with any information or documentation relating to you and/or your Account that it is required to maintain in accordance with Applicable Laws and/or ADCB Islamic Banking's own policies or is otherwise requested by ADCB Islamic Banking;
  - (K) if you provide ADCB Islamic Banking with incorrect information;
  - (L) where ADCB Islamic Banking considers it necessary to do so, for the prevention of money laundering;
  - (M) for prevention of fraud;
  - (N) where ADCB Islamic Banking has suspended, frozen, blocked or put a hold on your Account pursuant to Clause 16.1 of this part; and/or
  - (O) if there are any other valid reasons why ADCB Islamic Banking believes it is necessary to do so.
- ADCB Islamic Banking will provide you with written notice as per Applicable Laws and Shari'ah before closing your Account, including reasons for the closure, unless where ADCB Islamic Banking is required to close your Account due to any suspected violation of Applicable Laws or for prevention of fraud or financial crimes on your Account.
- Neither ADCB Islamic Banking nor its Affiliates shall be responsible for any Liability arising out of the closure of your Account.
- You will indemnify and hold harmless ADCB Islamic Banking and its Affiliates against any Liability arising out of the closure of your Account.

16.6 What must you do before your Account is closed?

- Before your Account is closed:
  - (A) you must replace any cheques that you have provided to third party payees with valid alternative forms of payment;
  - (B) if ADCB Islamic Banking makes any payments pursuant to cheque payments, Card Transactions or any other payments authorised by you, you must immediately upon demand, reimburse such amounts to ADCB Islamic Banking, including any Charges relating to such payments;
  - (C) you must cancel any payments into and out of your Account. If someone tries to make a payment into your Account after it has been closed, ADCB Islamic Banking will take reasonable steps to return the payment to them; and
  - (D) you must comply with any instructions notified to you by ADCB Islamic Banking for closure of other Accounts and ADCB Islamic Banking Offerings.
- Once all of your obligations towards ADCB Islamic Banking have been satisfied in full, ADCB Islamic Banking will pay any remaining balance in your Account to you, after deducting any applicable Charges. You must inform ADCB Islamic Banking of how you wish the remaining balance to be paid to you. This can be paid to you:
  - (A) in cash;
  - (B) by way of a cashier's order/draft sent to your Address;
  - (C) by transfer to another active Account that you hold with ADCB Islamic Banking; or
  - (D) by transfer to another active account in your sole name at another bank, provided such transfer would not be in breach of Applicable Laws and Shari'ah or ADCB Islamic Banking Policies.

  If ADCB Islamic Banking is unable to contact you and/or you do not otherwise inform ADCB Islamic Banking of the payment method by which you wish to receive the remaining balance of your Account, ADCB Islamic Banking will have the right to select one in its sole discretion. You acknowledge and agree that until the remaining balance of your Account is paid to you, ADCB Islamic Banking will have the right to deal with such amount in any way permitted under Applicable Laws and Shari'ah and these Terms and Conditions.

Inactive

16.7 Can your Account be treated as inactive?

- ADCB Islamic Banking may de-activate your Account and take such appropriate action as deemed necessary to safeguard the funds held in it if:
  - (A) you have not initiated any transactions through your Account for such period as may be prescribed by ADCB Islamic Banking from time to time; or
  - (B) ADCB Islamic Banking is not aware of your most up-to-date Address.
- If you wish to re-activate your Account, you must contact ADCB Islamic Banking and follow any procedures required by ADCB Islamic Banking to re-activate the Account.

- While your Account is inactive, ADCB Islamic Banking will have the right to deal with any amounts contained in your Account in any way permitted under Applicable Laws, Shari'ah and these Terms and Conditions.
- The Central Bank shall not have any responsibility for requisite action taken, with respect to the funds in the inactive Account, in accordance with the Applicable Laws.

Termination rights and other remedies

16.8 When can ADCB Islamic Banking terminate its relationship with you?

- In addition to any other termination rights that ADCB Islamic Banking may have under these Terms and Conditions, ADCB Islamic Banking will have the right to terminate its relationship with you if you breach any of your obligations in respect of any ADCB Islamic Banking Offering, these Terms and Conditions and/or any ADCB Islamic Banking Policies. Neither ADCB Islamic Banking nor its Affiliates shall be responsible for any Liability arising out of the termination of its relationship with you, and you will indemnify and hold harmless ADCB Islamic Banking from any Liability arising out of such termination.

16.9 What rights does ADCB Islamic Banking have when terminating an ADCB Islamic Banking Offering or if you breach any of these Terms and Conditions?

- In the event of termination of any ADCB Islamic Banking Offering or breach by you of these Terms and Conditions, ADCB Islamic Banking will, subject to Applicable Laws and Shari'ah, have the right to exercise any of its termination and/or enforcement rights and to seek all remedies available to it under these Terms and Conditions.

17. General Card Terms

This Clause applies to any Cards that you hold and must be read together with the other applicable parts of these Terms and Conditions that apply to the specific type of Card.

17.1 Whose property is the Card?

- Your Card is, and will at all times remain, the property of ADCB Islamic Banking and must be surrendered to ADCB Islamic Banking immediately upon request by ADCB Islamic Banking or its duly authorised agent.

17.2 Can you have more than one Card for your Card Account?

- You may request a Supplementary Card to be issued to a party nominated by you and approved by ADCB Islamic Banking. ADCB Islamic Banking may from time to time place limits on the number of Supplementary Cards that you can request. There may also be a Charge for any Supplementary Cards issued, as set out in the Schedule of Fees. These Terms and Conditions will also apply to a Supplementary Cardholder.
- As a condition to issuing a Supplementary Card, ADCB Islamic Banking may also require the Supplementary Cardholder to complete a Form or to provide any further information requested by ADCB Islamic Banking. Where the completion of a Form by the Supplementary Cardholder is not required by ADCB Islamic Banking, you, as Primary

Cardholder, confirm that the Supplementary Cardholder has been notified of and consented to the disclosure of his/her information to ADCB Islamic Banking.

- The Supplementary Cardholder's use of the Supplementary Card will constitute binding and conclusive evidence of his/her confirmation to be bound by these Terms and Conditions.
- You will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from any Liability arising out of the use of your Card by any Supplementary Cardholder, including for any breach of these Terms and Conditions. It is your responsibility to ensure that each Supplementary Cardholder complies with these Terms and Conditions.
- ADCB Islamic Banking will not send a Statement of Account to any Supplementary Cardholder. Card Transactions effected by a Supplementary Cardholder will be reflected in the Statement of Account that is sent to the Primary Cardholder.
- All Bank Communications sent to the Primary Cardholder or any Supplementary Cardholder will be deemed to be sent to both. You agree that ADCB Islamic Banking may provide information about the relevant Card Account to the Supplementary Cardholder. Neither ADCB Islamic Banking nor its Affiliates shall be responsible for any Liability arising out of a Bank Communication intended for the Primary Cardholder being sent to the Supplementary Cardholder.
- Unless you instruct ADCB Islamic Banking otherwise, upon expiry of a Supplementary Card, ADCB Islamic Banking will provide a renewed Supplementary Card which will be sent to your Address (as the Primary Cardholder), or which, upon your request, can be collected by you (as the Primary Cardholder) from an agreed Branch.
- ADCB Islamic Banking may, at any time, cancel or restrict the use (including amending the Card Limit) of any Supplementary Card and demand its return. While ADCB Islamic Banking will reasonably endeavour to notify you before exercising this right, it will have the right to do so without notifying you in advance.
- In the event of the Primary Cardholder's death, bankruptcy, insolvency or loss of mental capacity, all Supplementary Cardholders must immediately cease to use their Supplementary Cards and return them to ADCB Islamic Banking.
- If there is ever any dispute between you and any Supplementary Cardholder, your obligations to ADCB Islamic Banking will not in any way be affected by such dispute. ADCB Islamic Banking will continue to share information about the Card, the Card Account and the Supplementary Card with you and any Supplementary Cardholder until ADCB Islamic Banking receives notice from the Primary Cardholder requesting the cancellation of their Supplementary Card.

17.3 How do you use your Card?

- Upon receipt of your Card, you must immediately follow any instructions provided by ADCB Islamic Banking with regard to the activation and use of your Card. For example these may involve setting up a PIN for use at any Self Service Terminal that will accept your Card. You will not be able to use your Card until you complete the required procedures.
- Any Supplementary Card must be activated by the Primary Cardholder.

- A Card has a Chip feature in addition to a magnetic strip. The Chip may be accepted by certain Terminals and where a Terminal does not accept the Chip, you may be able to effect Card Transactions by using the magnetic strip or Contactless Technology feature instead.
- In order to effect a Card Transaction and depending on the particulars of the transaction, you may be required to do any one or more of the following:
  - (A) enter a PIN or an OTP or SecurePass Pin when prompted;
  - (B) physically sign for a Card Transaction;
  - (C) use a Contactless Technology feature; and/or
  - (D) any other actions required by ADCB Islamic Banking from time to time.
- With regard to transactions that require an OTP, ADCB Islamic Banking will send the OTP to your registered mobile number and email address (as shown in the Records). If a Supplementary Card is used for a transaction that requires an OTP, ADCB Islamic Banking will send the OTP to the registered mobile number and email address of the Supplementary Cardholder (as shown in the Records). As Primary Cardholder, you must ensure that your contact details (and those of any Supplementary Cardholder) are always up to date with ADCB Islamic Banking. However, once the SecurePass is enabled the Card Transaction performed by the Supplementary Cardholder has to be approved by Primary Cardholder through SecurePass Pin.
- Any Card Transaction made after the Cut-off Time is treated as a next Business Day value transaction. ADCB Islamic Banking may, from time to time, set or change the Cut-off Time, in its sole discretion and with prior notice or responsibility for any Liability on its part.
- As part of its authorisation and fraud prevention procedures, ADCB Islamic Banking may also refer an authorisation request back to the Merchant and request further details or identification from you or the Cardholder. ADCB Islamic Banking may in its sole discretion contact you (including on a recorded line) to verify a Card Transaction.
- Repeated failure to input the correct PIN or OTP or SecurePass Pin may result in your Card becoming blocked or in the imposition of other restrictions on its use, as prescribed by ADCB Islamic Banking from time to time.
- ADCB Islamic Banking reserves the right in its sole discretion to replace or cancel your Card or to add, replace, reset or cancel your PIN or OTP or any other security or authentication features with respect to your Card.

17.4 What terms and conditions apply to the use of Card?

- You must not use your Card for any unlawful purpose, including the purchase of goods or services prohibited by Shari'ah or any Applicable Laws wherever the Card is used. Please note that the card transactions will be declined/rejected in case of Alcoholic drinking places, nightclubs, casinos, betting, racing, musical instruments, tobacco, pork products, weapons, dancing and dating and so on. You must not use your Card to commit any act which is against the principles of Shari'ah.

17.5 Can you use your Card at Self Service Terminals?

- You may use your Card on ADCB Islamic Banking's Self Service Terminals as well as on any other Self Service Terminals permitted by ADCB Islamic Banking from time to time.
- Certain services are only available when you use your Card at ADCB Islamic Banking's Self Service Terminals.

17.6 How can you use your Card's Contactless Technology feature?

- Your Card may have a Contactless Technology feature. Subject to certain restrictions and limits, this allows you to enter into Card Transactions, with selected Merchants, without the requirement to enter your PIN, OTP or to sign, except where required for security reasons.
- Card Transactions effected via a Contactless Technology feature will be subject to any applicable maximum value per transaction (currently AED 100), any maximum number of transactions per day and any maximum cumulative value of transactions per day. These limits are subject to change by ADCB Islamic Banking (in its sole discretion) and may also vary from Merchant to Merchant and from country to country, and may also vary depending on the type/category of Card.
- Such limits may not be within ADCB Islamic Banking's control, and neither ADCB Islamic Banking nor its Affiliates shall be responsible for any Liability arising out of such limits (or changes thereto) or the inability to effect a Card Transaction via the Contactless Technology feature due to such limits (or changes thereto).
- Please refer to the Website, or otherwise contact ADCB Islamic Banking, for further information on these limits and restrictions.
- If a Card Transaction would lead you to exceed any of the limits referred to above, you may be required to enter your PIN, or sign, in order to effect the Card Transaction.

17.7 What can ADCB Islamic Banking use as evidence of your Card Transactions?

- ADCB Islamic Banking may treat the following as evidence of a properly effected Card Transaction:

  (A) any transaction record, credit voucher, cash disbursement slip or other charge record;

  (B) the Records of your Card Transactions including, but not limited to, any Records in any medium related to transactions effected via the internet, Electronic Banking or a Self Service Terminal; and/or

  (C) any other evidence which ADCB Islamic Banking, in its sole discretion, is willing to accept from time to time including, but not limited to, records of a Merchant.

17.8 Are there any spending or withdrawal limits?

- Your Card may be used for Card Transactions:

  (A) up to the Card Limit; and

  (B) within the validity period of the Card.

  You must ensure that you do not exceed the Card Limit of your Card Account. You must also not allow any Card Charges to cause you to exceed the Card Limit. See Clause 12.5 of part 3 and 4.2 of part 6 (as applicable) for the implications of exceeding the Card Limit of your Card Account.

- If any Card Transaction would lead you to exceed the Card Limit of your Card Account, ADCB Islamic Banking reserves the right, in its sole discretion, to decline that Card Transaction.
- If you wish to make withdrawals from your Card Account by way of a Cash Withdrawal, such withdrawals (whether in AED or a foreign currency) will be subject to any applicable limits on the size of the withdrawals (whether on an individual withdrawal basis or on a daily basis) as well as the number of withdrawals per day, as permitted by ADCB Islamic Banking from time to time in its sole discretion. If you use your Card to make withdrawals at any ATM (whether in the UAE or abroad), each withdrawal will be subject to the applicable individual and/or daily withdrawal limit of such ATM and any individual and/or daily withdrawal limits that ADCB Islamic Banking may have specified for your Card Account.
- The limits on withdrawals are subject to change by ADCB Islamic Banking (in its sole discretion) and may also vary between ADCB ATMs and non-ADCB ATMs and from country to country, and may also vary depending on the type/category of Card. Such limits may not be within ADCB Islamic Banking's control, and neither ADCB Islamic Banking nor its Affiliates shall be responsible for any Liability arising out of such limits (or changes thereto) or the inability to effect a withdrawal from your Card Account due to such limits (or changes thereto).
- Please refer to the Website, or otherwise contact ADCB Islamic Banking, for further information on these limits.

17.9 Can ADCB Islamic Banking decline your Card Transaction?

- Even if your Card Limit has not been reached, ADCB Islamic Banking will be entitled, at any time, without giving notice or reason and without responsibility for any Liability on its part, to withdraw and/or restrict your right to use your Card or to decline any Card Transaction. Without restricting ADCB Islamic Banking's general right to vary these Terms and Conditions under Clause 5 of this part, this may occur in any of the following circumstances:

  (A) the Card Transaction would cause a breach of these Terms and Conditions;

  (B) any information that you have given to ADCB Islamic Banking is suspected or turns out to be untrue or incorrect;

  (C) you do not provide ADCB Islamic Banking with any information that it requests from time to time under these Terms and Conditions;

  (D) any of your Accounts or transactions (as applicable) are suspended, frozen, blocked or put on hold in accordance with Clause 16.1 of this part;

  (E) your UAE residence visa expires or is cancelled;

  (F) ADCB Islamic Banking believes that there is a risk that you may not be able to meet your obligations to it (such as but not limited to bankruptcy or similar proceedings being commenced against you);

  (G) ADCB Islamic Banking has reasonable grounds to suspect that you or any third party has committed or is about to commit a crime or other violation of any Applicable Laws and/or Shari'ah in connection with the use of your Card and/or Card Account;

  (H) ADCB Islamic Banking suspects fraud or misuse of your Card (you may be asked for further information, including verification of your identity, when we are asked to authorise a transaction);

(I) ADCB Islamic Banking receives adverse information about your credit-worthiness from a credit reference agency;

(J) you do not use your PIN when you use your Card at a Terminal which requires you to use a PIN;

(K) the Card Transaction would cause you to exceed your Card Limit;

(L) you have not provided ADCB Islamic Banking with any requested documents or information; and/or

(M) for any other valid reason.

17.10 Are there any charges for using your Card?

- Card Charges will apply to your use of a Card from time to time. ADCB Islamic Banking is authorised to debit Card Charges from your Debit Card Account and charge Card Charges to your Credit Card Account.

17.11 What are the matters for which ADCB Islamic Banking is not responsible?

- In addition to any other exclusion of its Liability under these Terms and Conditions, to the fullest extent permitted under Applicable Laws and Shari'ah, neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability arising out of:

(A) any Unforeseen Circumstances, including any malfunction or failure of your Card or any Terminal (including the facilities provided by it);

(B) any Card Transactions whether or not they are:

(1) effected via the internet;

(2) effected with your PIN, OTP, FacePass, SecurePass, knowledge or express or implied authority; or

(3) the result of a fraudulent act (unless the fraudulent act was by ADCB Islamic Banking);

(C) ADCB Islamic Banking, a Merchant, any other bank, financial institution, Card Scheme Provider or any Terminal or other party refusing to:

(1) allow a Card Transaction;

(2) accept your Card, its number, OTP, FacePass , SecurePass, or PIN; or

(3) provide Cash Withdrawals up to the Card Limit, Cash Withdrawals Limit or otherwise;

(D) any failure by ADCB Islamic Banking to perform any of its obligations under these Terms and Conditions, if such proper performance would result in ADCB Islamic Banking being in breach of any Applicable Laws, Shari'ah or ADCB Islamic Banking Policies;

(E) with respect to goods or services acquired with a Card, any:

(1) defect or deficiency in such goods or services;

(2) breach, shortcoming or non-performance by a third party; or

(3) loss or injury including by reason of any mechanical or other malfunction of any such goods or services;

(F) the malfunction of any Terminal or disruption of communication systems, bank or other domestic/international payment networks;

(G) any misstatement, misrepresentation, error or omission in any details disclosed by ADCB Islamic Banking arising out of circumstances outside of ADCB Islamic Banking's control; or

(H) any damage to your credit rating and reputation relating to the decline of any Card Transaction or the repossession of your Card, including any request for its return or the refusal of any third party to honour or accept your Card.

- You will indemnify and hold harmless ADCB Islamic Banking and its Affiliates against any Liability arising out of:

  (A) any breach by you of these Terms and Conditions or the enforcement of ADCB Islamic Banking's rights (including attorneys' fees and other expenses) hereunder;

  (B) ADCB Islamic Banking acting in good faith upon your instructions;

  (C) any dispute between you and any third party in connection with a Card Transaction;

  (D) your failure to observe the security measures under these Terms and Conditions, or as otherwise instructed to you by ADCB Islamic Banking from time to time;

  (E) the exercise by ADCB Islamic Banking of its right to demand and procure surrender of your Card prior to the expiry date printed on its face, whether such demand or surrender is made and/or procured by ADCB Islamic Banking or any other party; and/or

  (F) your negligence, wilful misconduct or fraud.

  All such costs and expenses may be debited from or charged to (as the case may be) your Card Account and will be payable by you. For the avoidance of doubt, your obligations to indemnify ADCB Islamic Banking and its Affiliates will continue even after you cease to hold a Card.

- Your obligations to ADCB Islamic Banking will not be affected by any dispute, counterclaim or right of set-off between you and any Merchant, bank, financial institution or any other party.

17.12 Can you let anyone else use your Card?

- You must not allow your Card, PIN, FacePass, SecurePass, SecurePass Pin and OTP to be used by any other party and you must at all times ensure that your PIN and OTP are not disclosed to any other party and that your Card is kept in a safe and secure place.

17.13 What happens if your Card is lost, stolen or damaged or if somebody else finds out your PIN or OTP or SecurePass Pin?

- If your Card is lost, stolen or damaged, or if the PIN or OTP or SecurePass Pin are disclosed to or discovered by any other party, you must immediately notify ADCB Islamic Banking of the incident by contacting ADCB Islamic Banking. If necessary under the laws of the country in which such incident occurred, you will also need to report the incident to the police in that country.
- If you recover the lost or stolen Card, you must immediately destroy it.
- Neither you nor any Supplementary Cardholder may use the PIN or OTP after their disclosure to or discovery by any other party.
- ADCB Islamic Banking may in its sole discretion, and subject to your payment of any relevant Charges, issue a replacement for any lost, stolen or damaged Card or for a new PIN or OTP. The replacement Card may have a new expiry date and/or card number.

17.14 What if there is unauthorised use of your Card by a third party?

- You must immediately notify ADCB Islamic Banking if you become aware of any unauthorised use of your Card by a third party.

- If ADCB Islamic Banking decides in its sole discretion to investigate any alleged unauthorised Card Transactions, you must cooperate with ADCB Islamic Banking and the police to investigate the incident and, if applicable, to recover any lost or stolen Cards.
- ADCB Islamic Banking will only be responsible for a Card Transaction due to the unauthorised use of your Card after you have reported the loss or theft of your Card or the unauthorised Card Transaction to ADCB Islamic Banking in accordance with Clause 6.2 of this part and provided that you have taken the required security measures under Clause 6.1 of this part.
- Where, following an investigation, ADCB Islamic Banking determines in its sole discretion that there has been an unauthorised Card Transaction, ADCB Islamic Banking will reverse the unauthorised Card Transaction.
- If ADCB Islamic Banking later becomes aware of evidence that shows that ADCB Islamic Banking was not responsible for the Card Transaction or that the Card Transaction was not unauthorised, ADCB Islamic Banking retains the right to charge-back, as from the date when the Card Transaction was effected, the Card Transaction amount along with any Charges, foreign currency conversion costs, losses and any additional fees and expenses incurred by ADCB Islamic Banking in investigating the Card Transaction.
- If you notify ADCB Islamic Banking of a Card Transaction as "unauthorised" and it is later determined to be valid, you may be liable to pay an administrative Charge.

17.15 What happens if you have a dispute with a third party in relation to a Card Transaction?

- If there is any dispute between you and any third party in relation to a Card Transaction, your obligations to ADCB Islamic Banking will not in any way be affected by such dispute or by any opposing claim or right of set off that you may have against such party.

17.16 Can you revoke or cancel a Card Transaction?

- You cannot revoke a Cash Withdrawal after you have confirmed the withdrawal on the relevant Self Service Terminal.
- If you wish to cancel a Card Transaction after entering your PIN, OTP, FacePass, SecurePass Pin, signing or otherwise confirming it, you will need to contact the relevant Merchant.
- If you wish to cancel a recurring Card Transaction (such as a monthly payment) set up with a third party payee, you must notify the third party payee directly. If you wish to cancel a recurring Card Transaction (such as a monthly payment) set up with ADCB Islamic Banking, you must notify ADCB Islamic Banking.

17.17 Will you receive a Statement of Account?

- You, as Primary Cardholder, will receive a Statement of Account in accordance with Clause 15 of this part.
- If you have any reason to dispute a Card Transaction, you must notify ADCB Islamic Banking within 30 days from the date of your Statement of Account in accordance with Clause 15.4 of this part.

17.18 Can ADCB Islamic Banking suspend your Card?

- ADCB Islamic Banking may at any time, in its sole discretion, withdraw, restrict or suspend your right to use your Card (including

any Supplementary Card) or impose limits on all or some categories of Card Transactions, notwithstanding, amongst other things, that you have not exceeded the Card Limit of your Card Account. While ADCB Islamic Banking will reasonably endeavour to notify you before exercising this right, where permitted by Applicable Laws, it will have the right to do so without notifying you in advance.

- Your use of your Card may also be suspended immediately upon the suspension of your Account(s) (as set out in Clause 16.1 of this part).

17.19 Can your Card be cancelled?

- While ADCB Islamic Banking will reasonably endeavour to give you prior notice before cancelling your Card, where permitted by Applicable Laws, ADCB Islamic Banking may cancel your Card without prior notice (by recall, termination or non-renewal):
  - (A) at any time in ADCB Islamic Banking's sole discretion;
  - (B) if ADCB Islamic Banking suspects Card fraud or theft;
  - (C) upon your death, loss of mental capacity, bankruptcy or insolvency;
  - (D) if ADCB Islamic Banking reasonably believes that you have left the UAE to take up residence elsewhere;
  - (E) if ADCB Islamic Banking is unable to reach you at your Address, despite having made reasonable attempts to do so;
  - (F) your employment is terminated for any reason;
  - (G) you breach any of your obligations under these Terms and Conditions;
  - (H) you fail to pay the Minimum Payment Due without ADCB Islamic Banking's prior approval;
  - (I) any information provided by you to ADCB Islamic Banking is incorrect;
  - (J) any undertaking provided by you under these Terms and Conditions is invalid or breached;
  - (K) ADCB Islamic Banking determines that there are grounds which could lead to your inability (or those of your guarantor, if applicable) to fulfil your obligations to ADCB Islamic Banking;
  - (L) upon closure of your Card Account; or
  - (M) if you fail to pay any sums to ADCB Islamic Banking when due.
- Upon cancellation of your Card you must destroy it and immediately cease to use it. All Supplementary Cards issued in relation to your Card will also be cancelled and must be destroyed. Any applicable Charges will be immediately due and payable to ADCB Islamic Banking.
- Cancellation of your Card will not affect your obligations towards ADCB Islamic Banking. You will remain liable for any Card Transactions that ADCB Islamic Banking considers to have been initiated by you, a Joint Account Holder, your Guardian, your Nominee or a Supplementary Card Holder and you will remain bound by these Terms and Conditions after cancellation of your Card.
- You or (if applicable) your Guardian, estate, administrator or executor will be responsible for paying in full any outstanding liabilities on your Card Account and will keep ADCB Islamic Banking indemnified for all costs (including legal fees and Card Charges) incurred in recovering such outstanding balances.

17.20 Can you cancel your Card?

- You may cancel your Card at any time by notifying or calling ADCB Islamic Banking.
- You may (as Primary Cardholder), at any time, request ADCB Islamic Banking to cancel a Supplementary Card. The cancellation of a Supplementary Card, for whatever reason, will not cancel your Card.
- Upon cancellation of a primary credit card, you are entitled to the pro-rata refund of any annual fees paid on that card.
- Any Murabaha Profit due under the agreement for the transaction executed during the credit card application process will be payable to ADCB Islamic Banking by you in full. The Bank also reserves the right to offset any amounts owed by the Bank (including but not limited to any refundable annual fee) any outstanding amounts (including but not limited to the Murabaha profit) payable by you.

17.21 Can you use your Card abroad?

- You can use your Card abroad at designated Merchants and Terminals, however there may be local restrictions in some countries which may affect your use of your Card.
- All Card Transactions effected abroad or in a foreign currency constitute a payment at a branch and a remittance to the country where the withdrawal or transaction is carried out (at the then applicable exchange rate as determined by the Card Scheme Provider).
- Use of your Card abroad will not in any way (i) cause your Card Account to be treated as or deemed to be an account domiciled in any other country in which ADCB Islamic Banking has a presence or (ii) cause or give rise to any Liability to any other Affiliate of ADCB Islamic Banking located in such other country.
- Your right to use your Card is subject to Applicable Laws (including, without limitation, any exchange controls) and in particular those of the UAE and the country in which the Card is used and of the Merchant, bank or financial institution that owns the relevant Terminal.
- Please refer to Clause 11 of this part for further terms relating to foreign currency transactions.

17.22 What do you need to do if you want to leave the UAE to live abroad?

- If you leave the UAE to take up residence elsewhere, your Card (including all Supplementary Cards) must be returned to ADCB Islamic Banking for cancellation in accordance with Clause 17.19 of this part at least 14 days prior to your departure from the UAE.

18. Additional Products and Services

18.1 Can ADCB Islamic Banking introduce Additional Products and Services?

- ADCB Islamic Banking is able to provide a number of Additional Products and Services and may introduce to you such products and services from time to time in its discretion. Such Additional Products and Services may be governed by specific terms and conditions separate from these Terms and Conditions (for example, ADCB Islamic Banking's "Investment Services Terms and Conditions").

- In relation to any Investment Products, ADCB Islamic Banking does not warrant the safety of investing in any Investment Products and does not guarantee their performance. Your investment in any Investment Products (including contributions received under any takaful plans) are not deposits with ADCB Islamic Banking and are not guaranteed by it. You are solely responsible for obtaining independent legal and investment advice and for reading and understanding these Terms and Conditions and the terms and conditions and risks relating to your investment in any Investment Products. Furthermore, you acknowledge that:
  - (A) investing in financial products carries many risks which could lead to loss of the invested amount;
  - (B) the value of financial products can fall or rise and there is no certainty in recovering the amount of money originally invested;
  - (C) there may be no income generated by the financial products or such income may fluctuate in value; and
  - (D) past performance of financial products is no guarantee of future results.

19. Third Party Offerings

19.1 Can ADCB Islamic Banking provide Third Party Offerings?

- ADCB Islamic Banking may refer to you, market or otherwise provide information on Third Party Offerings.
- You agree to ADCB Islamic Banking marketing Third Party Offerings to you and acknowledge that ADCB Islamic Banking may receive a fee from the third party providers in return for ADCB Islamic Banking's marketing or sale of the Third Party Offerings on their behalf.
- Third Party Offerings may be provided subject to the specific terms and conditions of the third party providers. All Third Party Offerings will be accepted by you "as is" at your own risk. ADCB Islamic Banking makes no representation and provides no warranty whatsoever, expressed or implied, and neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability whatsoever, in respect of:
  - (A) the quality, merchantability, suitability or fitness for any use or purpose of any Third Party Offerings ; or
  - (B) any offers, representations or commitments made to you by any third party providers.
- You agree that the role of ADCB Islamic Banking is limited to marketing or making a referral and neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability arising out of your relationship with the third party providers of the Third Party Offerings, including for any negligence, breach of any statutory or other duty, or failure to comply with the terms and conditions of such Third Party Offerings, by the third party provider and/or any other party associated in any way, directly or indirectly, with such Third Party Offerings. You expressly acknowledge that you will only have recourse against the third party providers and you will have no right of set-off or any other recourse against ADCB Islamic Banking.
- If there is any dispute between you and the third party provider of any Third Party Offering, your obligations to ADCB Islamic Banking will not in any way be affected by such dispute or any opposing claim or right

of set-off that you may have against such third party provider. You must raise any claims, complaints and/or disputes in relation to any Third Party Offerings directly with the relevant third party providers.

- ADCB Islamic Banking will not, at any time, be deemed to be the supplier or issuer of any Third Party Offerings. Unless otherwise expressly stated by ADCB Islamic Banking, ADCB Islamic Banking will not be deemed to be the agent or representative of any third party providing the Third Party Offerings.

20. Assignment

20.1 Can ADCB Islamic Banking transfer its rights?

- ADCB Islamic Banking may transfer, assign and/or novate any of its rights (in whole or in part) under any ADCB Islamic Banking Offering to any party to a transaction acquiring an interest in, assuming risk in, or in connection with your Islamic consumer banking relationship with ADCB Islamic Banking. Pursuant to such right, ADCB Islamic Banking may include any receivables in respect of your financial obligations to ADCB Islamic Banking in any securitised asset portfolios. Any such assignment or transfer shall be in line with the rules and principles of Shari'ah. In such an event, ADCB Islamic Banking will provide you with prior written notice, as per the Applicable Laws.
- You agree to sign or enter into any agreement or acknowledgment required by ADCB Islamic Banking to give effect to any such transfer, assignment or novation.

20.2 Can you transfer your rights or obligations?

- You cannot transfer any of your rights and/or obligations under an ADCB Islamic Banking Offering to any party without the prior consent of ADCB Islamic Banking.

21. Unforeseen Circumstances

21.1 Will ADCB Islamic Banking be responsible for any Liability arising out of circumstances outside of its control?

- Neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability arising out of any Unforeseen Circumstances or any other circumstances reasonably outside of ADCB Islamic Banking's control.

22. Further Assurances

22.1 What further assurances might you be required to provide to ADCB Islamic Banking?

- You undertake upon demand by ADCB Islamic Banking from time to time, at the your sole cost and expense, to execute and deliver all such documents, deeds and instruments and pay all such costs and perform (or procure the payment and performance of) such things as ADCB Islamic Banking may consider necessary or expedient to facilitate or improve on any rights, authorities and discretions intended to be vested in ADCB Islamic Banking by or pursuant to these Terms and Conditions (including without limitation the registration of any Security in ADCB Islamic Banking's name or in the name of any other third party designated by it).

23. Survival of Terms and Conditions

23.1 What happens when your use of an ADCB Islamic Banking Offering is cancelled, expires or is terminated?

- Unless otherwise expressly agreed by ADCB Islamic Banking, the cancellation, expiry or termination of any ADCB Islamic Banking Offering will not affect any rights (including any limitations or exclusion of ADCB Islamic Banking's Liability) or obligations which have accrued prior to such cancellation or termination, or any of these Terms and Conditions which are intended (whether expressly or implicitly) to survive cancellation, expiry or termination.

24. Intellectual Property

- Intellectual Property Rights in all information, publications, marketing material, software applications and/or other materials contained in or relating to ADCB Islamic Banking Offerings, Electronic Banking, the MobileApp and the Website are owned by or licensed to ADCB Islamic Banking. All rights are reserved by ADCB Islamic Banking or its licensors and no proprietary rights or ownership rights vest in you by reason of any permission or access granted to you to use such ADCB Islamic Banking Offerings.
- You must not reproduce, adapt, reverse engineer, decompile, modify, distribute, display, transmit or otherwise exploit any information, publications, marketing materials, software applications or other materials contained in or relating to ADCB Islamic Banking Offerings, Electronic Banking, the MobileApp or the Website in whole or in part or permit any other party to do so, or allow access to any other party without the prior permission of ADCB Islamic Banking.

25. Language

25.1 What happens if there is inconsistency between the Arabic and English texts of these Terms and Conditions?

- These Terms and Conditions have been made in bilingual Arabic and English texts. In case of any discrepancy, contradiction or differing interpretation between the English and Arabic versions of these Terms and Conditions, the Arabic version will prevail. However, if a dispute between you and ADCB Islamic Banking is heard in a court or any other dispute resolution forum where the language of the proceedings is in any language other than the Arabic language, then the English version of these Terms and Conditions as contained herein will prevail.

26. Third Party Rights

26.1 Who can enforce these Terms and Conditions?

- Subject to the paragraph below, these Terms and Conditions are made for your and ADCB Islamic Banking's benefit only and are not intended to benefit or be enforceable by any third party.
- The following parties will have the right to enforce any right and/or benefit conferred upon them in these Terms and Conditions:
  - (A) each of ADCB Islamic Banking's Affiliates including their successors and assignees; and/or
  - (B) ADCB Islamic Banking's successors and assignees.

27. Severability

27.1 What if part of these Terms and Conditions is unenforceable?

- If any provision of these Terms and Conditions is found to be unenforceable, the remaining provisions of these Terms and Conditions will not be affected.

28. No Waiver

28.1 What if ADCB Islamic Banking doesn't exercise a right or remedy against you, or delays doing so?

- No course of dealing nor any delay or omission in exercising any right or remedy will be construed as a waiver of any right or remedy available to ADCB Islamic Banking.

29. Governing Law and Jurisdiction

29.1 Which laws govern the relationship between you and ADCB Islamic Banking?

- These Terms and Conditions and any non-contractual obligations arising out of or in connection with them are governed by the federal laws of the UAE and by the laws of the Applicable Emirate and to the extent that these laws are in accordance with the principles of Shari'ah as set out in the Shari'ah standards published by the accounting and auditing organization for Islamic financial institutions and as interpreted by the Internal Shari'ah Supervision Committee of the Bank in which case the latter shall prevail.

29.2 What happens if there is a dispute between you and ADCB Islamic Banking?

- If there is a dispute between you and ADCB Islamic Banking, you irrevocably agree that the courts of the Applicable Emirate will have (save for the exceptions granted in ADCB Islamic Banking's favour below) exclusive jurisdiction over all matters arising out of or in connection with these Terms and Conditions or their subject matter or formation including any question regarding their existence, validity or termination. For the avoidance of doubt and solely for the benefit of ADCB Islamic Banking in its sole discretion, you also irrevocably agree to submit to the jurisdiction of the DIFC Courts (including without limitation the SCT) and the ADGM Courts (and any ADGM SCT operating from time to time).
- If ADCB Islamic Banking decides to commence a claim against you in the:
  - (A) SCT, you and ADCB Islamic Banking both expressly agree that such claim may be made for any amount up to and including AED 1,000,000, or for such greater amount as may be within the jurisdiction of the SCT from time to time; or
  - (B) ADGM SCT, you and ADCB Islamic Banking both expressly agree that such claim may be made for any amount as may be within the jurisdiction of the ADGM SCT from time to time.
- The two paragraphs above are for the benefit of ADCB Islamic Banking only. ADCB Islamic Banking will not be prevented from bringing proceedings relating to a dispute with you in any jurisdiction outside the UAE (and for the avoidance of doubt, this will include

any jurisdiction in which you may be (or have been) registered, incorporated, resident, domiciled or hold assets). To the extent permitted by Applicable Laws, ADCB Islamic Banking may bring, issue, commence or pursue concurrent proceedings in any number of jurisdictions without limitation.

- For the purpose of this Clause 29.2, you irrevocably agree to submit to the courts of any jurisdiction where ADCB Islamic Banking chooses to bring proceedings against you and you waive any objection that you may have on the grounds that they are an inconvenient or inappropriate forum.
- Irrespective of your place of residence or domicile:

  (A) you irrevocably agree to accept service of process by any methods selected by ADCB Islamic Banking in its sole discretion (to the extent permissible under Applicable Laws) for proceedings in any applicable court or jurisdiction, which methods will include but not be limited to service of process by way of:

    (1) e-mail, fax or registered mail to your Address;

    (2) publication in one or more daily newspapers in the UAE or in your jurisdiction of domicile or residence (as the case may be) or such other jurisdiction as ADCB Islamic Banking deems appropriate; and/or

    (3) any other forms of communication, notification or publication permitted from time to time under Applicable Laws, for service of process,

  (B) you hereby consent to process being served by any party permitted under Applicable Laws (including, without limitation, by ADCB Islamic Banking itself and/or by any such party on ADCB Islamic Banking's behalf where the applicable court has given approval for service of process via such method); and

  (C) you agree that to the extent permissible under Applicable Laws, such service of process will satisfy all requirements to establish personal jurisdiction over you and the applicable court.
- You agree that, if requested by ADCB Islamic Banking, you will, at your expense, appoint a process agent nominated by ADCB Islamic Banking to accept service of process upon you.
- ADCB Islamic Banking may use copies, printouts or electronic versions of fax, e-mail, SMS and other electronic transmissions and data, as well as any of its Records, including recordings of telephone conversations between you and ADCB Islamic Banking's employees, as evidence in any court, arbitral or other legal proceedings.

PART 2
PROFIT DISTRIBUTION MECHANISM

1. Mudaraba Policy

- The Bank, acting as Mudarib, will invest the funds provided by the Depositor (Rabb Al Maal) in Shariah-compliant business activities and financial instruments approved by the Bank's Internal Shari'ah Supervision Committee. The Bank shall exercise due care and diligence in managing these investments in accordance with Shari'ah principles and applicable regulatory requirements.

2. Key Principles of Mudaraba

- **Structure:** Rab al Maal (depositors) provide the capital. Mudarib (bank) manages and invests funds in Shari'ah-compliant activities.
- **Loss Bearing:** Losses are borne solely by Rab al Maal, except in cases of negligence or breach by the Mudarib.
- **Profit Sharing:** Profits are distributed according to a pre-agreed ratio (e.g., ADCB uses 85% to bank, 15% to depositors for certain accounts).

3. Rights and Liabilities of the Bank (Mudarib) and Depositors (Rab al Maal)

Role	Rights	Liabilities
Bank (Mudarib)	- Manage fund without interference - Receive agreed profit share - Use reserves for stability	- Liable for losses only if negligent or in breach - Must comply with Shari'ah and disclose risks
Depositor (Rab al Maal)	- Share in profits - Right to exit (conditions apply) - Compensation if Bank breaches duty	- Bear financial losses (except due to Bank's negligence/ misconduct/ breach) - Cannot interfere in fund management

4. Disclosure on Profit Allocation to Reserves

- The Bank may allocate a portion of the distributable profit to reserves such as Profit Equalization Reserve (PER) and Investment Risk Reserve (IRR). These reserves are maintained to stabilize profit payouts and mitigate investment risks in accordance with Shari'ah principles. This allocation is made before profit distribution and does not alter the agreed profit-sharing ratio between the Bank (Mudarib) and the Depositor (Rab al Maal).
- The Bank, acting as Mudarib, will invest the funds provided by the Depositor (Rab al Maal) in Shari'ah-compliant business activities

and financial instruments approved by the Bank's Internal Shari'ah Supervision Committee. The Bank shall exercise due care and diligence in managing these investments in accordance with Shari'ah principles and applicable regulatory requirements.

5. Exit and Liquidation Provisions

- The exiting party waives any rights to undistributed or non-apparent profits, remaining reserves for investment risks and returns, and allocations for debts. Likewise, account holders waive any claims against the exiting party for losses not yet realized. Upon liquidation, any remaining reserves and allocations will be directed to charitable purposes

6. Right to Compensation

- In the event the Bank, acting as Mudarib, breaches its fiduciary duties, including negligence, misconduct, or failure to comply with Shari'ah principles and regulatory requirements, the customer shall have the right to seek compensation for any proven financial loss resulting from such breach to the extent of actual costs and expenses, excluding the cost of fund, opportunity loss or any other payment in the nature of interest.

7. Associated Risks

- Investment accounts under the Mudaraba structure are subject to various risks, including but not limited to:

  Capital Loss Risk: The Depositor (Rab al Maal) bears the risk of loss on the invested capital, except where the Bank (Mudarib) is proven negligent or in breach of fiduciary duties.

  Profit Variability Risk: Returns are not guaranteed and may fluctuate based on actual performance of Shari'ah-compliant investments.

  Market Risk: Changes in economic conditions, market volatility, and asset price movements may impact investment returns.

  Liquidity Risk: Early withdrawal or exit may result in no profit or reduced profit compared to full-term investment.

  Operational Risk: Risks arising from system failures, human error, or process lapses in managing investments.

  Shari'ah Compliance Risk: Investments must comply with Shari'ah principles; any breach may lead to corrective actions impacting returns.

- The Bank shall exercise due care and diligence in managing these risks; however, the Depositor acknowledges that these risks are inherent to the nature of Mudaraba contracts.

8. Exit from Mudaraba

- Depositors may exit from the Mudaraba arrangement with all or part of their funds, subject to applicable terms and conditions. The amount withdrawn upon exit may earn no profit or a reduced profit compared to the amount that would have been earned had the funds remained invested until maturity.

9. Profit Distribution Ratio

- Profit distribution ratio between the Bank (as Mudarib) and depositors/ account holders (as Rab Al Maal) shall be as follow:

  85% :Mudarib

  15% :Rabb Al Maal

  To know more, please visit adcbislamic.com/Weightages.

PART 3
PRODUCT SPECIFIC TERMS AND CONDITIONS

- This part 3 applies to you to the extent that you apply for any of the following:
  1. Current Account;
  2. The Elite Account;
  3. Savings Account;
  4. Special Savings Accounts and Call Investment Account
  5. Term Investment Deposit Account;
  6. Wakala Deposit Account;
  7. Emirati Millionaire Savings Account and Millionaire Destiny Savings Account;
  8. Debit Card;
  9. Safe Deposit Locker; and
  10. Banker's Cheque.
- This part 3 must be read together with other applicable parts of these Terms and Conditions.

Accounts

1. Current Accounts

1.1 What are the features or restrictions of your Current Account?

- In order to hold a Current Account you must:
  (A) be a UAE national;
  (b) be a GCC National employed in the UAE or holding a trade license; or
  (c) hold a valid UAE residence visa.
- If, after making reasonable efforts to contact you at your Address, ADCB Islamic Banking believes that:
  (A) you are a GCC National who is no longer employed in the UAE or has ceased to hold a trade license; or
  (B) you are neither a GCC National nor a UAE national and you are no longer a permanent resident in the UAE or you do not hold a valid UAE residence visa,

  ADCB Islamic Banking may, without prejudice to its rights in Clauses 16.1 and 16.5 of part 1, convert your Current Account into a Savings Account. You hereby consent to the conversion of your Current Account into a Savings Account in the aforementioned circumstances and you authorise ADCB Islamic Banking to perform any actions necessary to carry out the conversion. This includes but is not limited to, the opening and closing of any Account and effecting any transactions from your Current Account. You also agree to indemnify and hold harmless ADCB Islamic Banking and its Affiliates against any Liability arising out of the conversion of your Current Account under these circumstances.
- You may request a cheque book in accordance with Clause 11 of this part.

- You may apply for a Debit Card in accordance with Clause 12 of this part.
- Details of the Minimum Balance required to open a Current Account, and any other features relating to it (including any Specific Features), will be available on the Website and at each Branch.
- Any other features relating to a Current Account (including any Specific Features) will be available on the Website.
- A Current Account can be denominated in AED, USD, Euro and GBP.
- A Current Account can be opened for minors by a Guardian.

1.2 What is the nature of deposits in a Current Account and may such deposits be used by ADCB Islamic Banking?

- A current account is a Qard where you (as lender) deposit money with ADCB Islamic Banking (as borrower) under a Qard Al Hassan. ADCB Islamic Banking may utilise amounts standing to the credit of a Current Account without restriction provided it is invested in accordance with Shari'ah principles.
- ADCB Islamic Banking's operation and your use of your general Account will be subject to compliance with all Applicable Laws and Shari'ah principles.

1.3 Are Current Accounts profit-bearing?

- ADCB Islamic Banking shall not pay any profit on any Current Account and a Current Account does not share in any investment risk.

1.4 Can you make withdrawals from a Current Account?

- You can make withdrawals from a Current Account in accordance with Clause 9.1 of this part by using the relevant Form.

2. The Elite Account

2.1 What are the features or restrictions of the Elite Account?

- The Elite Account is a Savings Account based on the Shari'ah structure of Mudaraba (profit and loss sharing) similar to all Islamic savings account products we currently offer.
- It is 2 in 1 account which will combine the benefits & features of Current and Savings Accounts in terms of issuance of the cheque book and rewarding the customers with quarterly expected profits
- In order to hold The Elite Account, you must:
  - (A) be a UAE national; or
  - (B) be a GCC National employed in the UAE or holding a trade license; or
  - (C) hold a valid UAE residence visa.
- If, after making reasonable efforts to contact you at your Address, ADCB Islamic Banking believes that:
  - (A) you are a GCC National who is no longer employed in the UAE or has ceased to hold a trade license; or
  - (B) you are neither a GCC National nor a UAE national and you are no longer a permanent resident in the UAE or you do not hold a valid UAE residence visa, ADCB Islamic Banking may, without prejudice to its rights in Clauses 16.1 and 16.5 of part 1, convert your Elite Account into any other Savings Account available with ADCB Islamic Banking. You hereby consent to the conversion

of your Elite Account into any other Savings Account in the aforementioned circumstances and you authorize ADCB Islamic Banking to perform any actions necessary to carry out the conversion. This includes but is not limited to, the opening and closing of any Account and effecting any transactions from your Elite Account. You also agree to indemnify and hold harmless ADCB Islamic Banking and its Affiliates against any Liability arising out of the conversion of your Elite Account under these circumstances.

- You may request a cheque book in accordance with Clause 11 of this part.
- You may apply for a Debit Card in accordance with Clause 12 of this part.
- Details of the Minimum Balance required to open The Elite Account, and any other features relating to it (including any Specific Features), will be available on the Website and at each Branch.
- Any other features relating to The Elite Account (including any Specific Features) will be available on the Website.
- The Elite Account can be denominated in AED, USD, Euro and GBP.
- The Elite Account can be opened for minors by a Guardian.

2.2 Are deposits in The Elite Account invested by ADCB Islamic Banking and how is profit calculated and distributed on those deposits?

- Subject to this Clause 2.2, The Elite Account is an Unrestricted Mudaraba where ADCB Islamic Banking (as Mudarib) will:
  - (A) invest amounts you (as Rab Al Maal) deposit into The Elite Account in a Common Pool;
  - (B) at the end of each Profit Period, declare the net profit or loss attributable to the Common Pool (the "Mudaraba Profit"); and
  - (C) after its declaration of Mudaraba Profit, calculate and distribute to the Bank the Mudarib Profit Share (if any) to the Bank in accordance with its Profit Distribution Policy after deducting any Profit Equalization Reserve.
- After distribution of the Mudarib Profit Share, calculate and distribute (by crediting to or deducting from The Elite Account) the profit or
- Loss attributable to The Elite Account in accordance with its Profit Distribution Policy after deducting any Investment Risk Reserve.
- Profit and loss attributable to and payable on a The Elite Account is to be calculated by ADCB Islamic Banking on the basis of the Weighted Average Balance of that The Elite Account and the integrated weightage points which have been attributed to that The Elite Account by ADCB Islamic Banking in accordance with its Profit Distribution Policy.
- ADCB Islamic Banking's declaration of Mudaraba Profit and calculation and distribution of profit or loss attributable to The Elite Account is final and binding, and you cannot dispute the outcome or basis of this declaration or calculation.
- ADCB Islamic Banking's obligation to distribute profit and loss and its operation of you're the Elite Account will be subject to compliance with all Applicable Laws and the rules and principles of Shari'ah.
- The distributed profit-rate applicable to The Elite Account for a Profit Period will be published on www.adcbislamic.com, or will be at the rate notified to you by ADCB Islamic Banking from time to time.

2.3 Is a profit rate guaranteed?

- Before opening The Elite Account, you should be aware and acknowledge the potential benefits and risks associated with holding The Elite Account, and that no profit nor any specific profit rate is guaranteed and that losses attributable to the Common Pool may be deducted from the amounts deposited in The Elite Account.
- In order to try to maintain the profit rate for each Profit Period, and offset future losses, ADCB Islamic Banking may deduct a Profit Equalization Reserve and an Investment Risk Reserve from any profit.

2.4 Can you make withdrawals from The Elite Account?

- You can make a withdrawal from The Elite Account in accordance with Clause 9 of this part by using the relevant Form or through the ATM and Cheque book.

3. Savings Accounts

3.1 What are the features or restrictions of a Savings Account?

- ADCB Islamic Banking currently offers several types of Savings Accounts: a Special Savings Account, a Emirati Millionaire Savings Account and a Millionaire Destiny Savings Account and many other types of different Savings Accounts. Unless expressly stated otherwise, terms and conditions applicable to Accounts and Savings Accounts apply to each type of Savings Account.
- Each type of Savings Account is subject to its own eligibility requirements and Minimum Balance that is required to open that type of Savings Account, and any other features and restrictions relating to it (including any Specific Features), which are available in these Terms and Conditions or on the Website and at each Branch.
- ADCB Islamic Banking may, in its sole discretion, limit the number of Savings Accounts that can be opened by you.
- Other than for a Special Savings Account and Active Saver Account, you may apply for a Debit Card in connection with a Savings Account in accordance with Clause 12 of this part.
- A Savings Account does not entitle you to receive a cheque book.

3.2 Are deposits in a Savings Account invested by ADCB Islamic Banking and how is profit calculated and distributed on those deposits?

- Subject to this Clause 3.2, a Savings Account is an Unrestricted Mudaraba where ADCB Islamic Banking (as Mudarib) will:

  (A) invest amounts you (as Rab Al Maal) deposit into a Savings Account in a Common Pool;

  (B) at the end of each Profit Period, declare the net profit or loss attributable to the Common Pool (the "Mudaraba Profit"); and

  (C) after its declaration of Mudaraba Profit, calculate and distribute to the Bank the Mudarib Profit Share (if any) to the Bank in accordance with its Profit Distribution Policy after deducting any Profit Equalisation Reserve; and

- after distribution of the Mudarib Profit Share, calculate and distribute (by crediting to or deducting from a Savings Account) the profit or loss attributable to a Savings Account in accordance with its Profit Distribution Policy after deducting any Investment Risk Reserve.Profit and loss attributable to and payable on a Savings Account is to be calculated by ADCB Islamic Banking on the basis of the Weighted

Average Balance of that Savings Account and the integrated weightage points which have been attributed to that Savings Account by ADCB Islamic Banking in accordance with its Profit Distribution Policy.

- ADCB Islamic Banking's declaration of Mudaraba Profit and calculation and distribution of profit or loss attributable to a Savings Account is final and binding, and you cannot dispute the outcome or basis of this declaration or calculation.
- ADCB Islamic Banking's obligation to distribute profit and loss and its operation of your Savings Account will be subject to compliance with all Applicable Laws and the rules and principles of Shari'ah.
- The distributed profit-rate applicable to a Savings Account for a Profit Period will be published on www.adcbislamic.com, or will be at the rate notified to you by ADCB Islamic Banking from time to time.

3.3 Is a profit rate guaranteed?

- Before opening a Savings Account, you should be aware and acknowledge the potential benefits and risks associated with holding a Savings Account, and that no profit nor any specific profit rate is guaranteed and that losses attributable to the Common Pool may be deducted from the amounts deposited in a Savings Account.
- In order to try to maintain the profit rate for each Profit Period, and offset future losses, ADCB Islamic Banking may deduct a Profit Equalisation Reserve and an Investment Risk Reserve from any profit.

3.4 Can you make withdrawals from a Savings Account?

- You can make a withdrawal from a Savings Account in accordance with Clause 9 of this part by using the relevant Form or through the ATM.

4. Special Savings Accounts

4.1 What are the features and restrictions of a Special Savings Account?

- A Special Savings Account is a Savings Account. Except to the extent expressly stated in this Clause 4.1, the terms and conditions applicable to an Account and a Savings Account apply to a Special Savings Account.
- A Special Savings Account is subject to a Minimum Balance, and any other features and restrictions relating to it (including any Specific Features), which are available in these Terms and Conditions or one the Website and at each Branch.
- A Special Savings Account can be denominated in AED, USD, Euro and GBP.
- A Special Savings Account can be opened for minors by a Guardian.
- You may not apply for a Debit Card in accordance with Clause 12.

4.2 Can you make withdrawals from a Special Savings Account?

- Subject to Clause 9, you can make withdrawals from a Special Savings Account/Call Investment Account by using the relevant Form.

5. Term Investment Deposit

5.1 What are the features or restrictions of a Term Investment Deposit?

- Unless expressly stated otherwise, terms and conditions applicable to Accounts apply to a Term Investment Deposit.

- Each type of Term Investment Deposit is subject to a Minimum Balance and an Investment Term, and any other features and restrictions relating to it (including any Specific Features), which are available in these Terms and Conditions or on the Website and at each Branch.
- In order to hold a Term Investment Deposit, you must:
  (A) hold a Savings Account or Current Account with ADCB Islamic Banking that you nominate as being linked to your Term Investment Deposit a Linked Account, and you must continue to hold a Linked Account throughout the Investment Term of a Term Investment Deposit however you can change your Linked Account from time to time by using the relevant Form.
- A Term Investment Deposit does not entitle you to a Debit Card.
- A Term Investment Deposit does not entitle you to receive a cheque book.
- A Term Investment Deposit can be denominated in AED and any other currency nominated by ADCB Islamic Banking from time to time.
- A Term Investment Deposit can be opened for minors by a Guardian.

5.2 How do I open a Term Investment Deposit?

- You can apply to open a Term Investment Deposit by completing a Form.
- A Term Investment Deposit must be funded from the Linked Account nominated by you in the relevant Form.
- The Investment Term will commence on the Business Day after the Term Investment Deposit is funded in full.
- A Term Investment Deposit cannot be increased, but you can have multiple Term Investment Deposits.

5.3 Are Term Investment Deposit invested by ADCB Islamic Banking and how is profit calculated and distributed on Term Investment Deposits?

- Subject to this Clause 5.3, a Term Investment Deposit is an Unrestricted Mudaraba where ADCB Islamic Banking (as Mudarib) will:
  (A) invest the Term Investment Deposit for you (as Rab Al Maal) in a Common Pool;
  (B) at the end of each calendar quarter during the Investment Term, and at the end of the following calendar quarter if the Investment Term ends in the following calender quarter), declare the net profit or loss attributable to the Common Pool (the "**Mudaraba Profit**");
  (C) after its declaration of Mudaraba Profit, calculate and distribute to the Bank the Mudarib Profit Share (if any) to the Bank in accordance with its Profit Distribution policy after deducting any Profit Equalisation Reserve; and
  (D) after distribution of the Mudarib Profit Share, calculate and distribute (by crediting to or deducting from a Linked Account) the profit or loss attributable to a Term Investment Deposit in accordance with its Profit Distribution Policy after deducting any Investment Risk Reserve.
- Profit and loss attributable to and payable on a Term Investment Deposit is to be calculated by ADCB Islamic Banking on the basis of the amount of the Term Investment Deposit and the integrated weightage points which have been attributed to that Term Investment Deposit by ADCB Islamic Banking in accordance with its Profit Distribution Policy.

- ADCB Islamic Banking's declaration of the Mudaraba Profit and calculation and allocation of the profit or loss attributable to a Term Investment Deposit is final and binding, and you (and anyone else claiming through you) cannot dispute the outcome or basis of this declaration or calculation.
- Profit will be calculated from the Business Day after the Term Investment Deposit made until the end of the Investment Term.
- ADCB Islamic Banking's obligation to distribute profit and the operation of your Term Investment Deposit will be subject to compliance with all Applicable Laws and the rules and principles of Shari'ah.
- The profit-rate applicable to a Term Investment Deposit for a Investment Term will be published on the Website, or will be at the rate notified to you by ADCB Islamic Banking from time to time.

5.4 Is the profit rate guaranteed?

- Before opening a Term Investment Deposit, you should be aware and acknowledge the potential benefits and risks associated with holding a Term Investment Deposit, and that profit and any specific profit rate is not guaranteed, and that losses attributable to the Common Pool may be deducted from the amounts deposited in the Linked Account.
- In order to try to maintain the profit rate for the Investment Term, and offset future losses, ADCB Islamic Banking may deduct from the Mudaraba Profit an amount for the Profit Equalisation Reserve and the Investment Risk Reserve.

5.5 Can you make withdrawals from a Term Investment Deposit?

- You can only withdraw amounts from your Term Investment Deposit to your Linked Account at the end of the Investment Term.
- Unless otherwise agreed by ADCB Islamic Banking in its sole discretion, you cannot make a withdrawal from or terminate a Term Investment Deposit during the Investment Term.
- Any withdrawal or termination of a Term Investment Deposit prior to the end of an Investment Term will be subject to the consent of ADCB Islamic Banking (which can be withheld at its sole discretion) and Charges.
- Any profits paid or payable on a Term Investment Deposit that is withdrawn or terminated before the end of an Investment Term will be adjusted in accordance with the Profit Distribution Policy, and you authorise ADCB Islamic Banking to deduct from your Linked Account or the Term Investment Deposit any profit paid or payable on a Term Investment Deposit to account for this adjustment.

5.6 What happens to the Term Investment Deposit at the end of the Investment Term?

- You can elect to have your Term Investment Deposit transferred to your Linked Account at the end of the Investment Term in the relevant Form.
- If you do not elect to have your Term Investment Deposit transferred to your Linked Account at the end of the Investment Term it will be automatically renewed:
  - (A) for the Investment Term you have selected for renewals in the relevant Form; or
  - (B) if no Investment Term has been selected, for the Investment Term selected by ADCB Islamic Banking in its sole discretion.

- The profit rate applicable to any renewal of a Term Investment Deposit may be different to the profit rate applicable to the original Term Investment Deposit.

6. Wakala Deposit Account

6.1 What are the features and restrictions of a Wakala Deposit Account?

- Unless expressly stated otherwise, terms and conditions applicable to Accounts apply to a Wakala Deposit.
- Each type of Wakala Deposit is subject to its own eligibility requirements, a Minimum Balance and an Investment Term, and any other features and restrictions relating to it (including any Specific Features), which are available in these Terms and Conditions or on the Website and at each Branch.
- In order to hold a Wakala Deposit, you must:
  - (A) either:
    - (1) hold a Savings Account or Current Account with ADCB Islamic Banking or
    - (2) open a new Savings Account or Current Account with ADCB Islamic Banking,

      that you nominate as being linked to your Wakala Deposit (a "Linked Account"); and
  - (B) you must continue to hold a Linked Account throughout the Investment Term of a Wakala Deposit however you can change your Linked Account from time to time by using the relevant Form.
- A Wakala Deposit does not entitle you to a Debit Card.
- A Wakala Deposit does not entitle you to receive a cheque book.
- A Wakala Deposit can be denominated in AED and any other currency nominated by ADCB Islamic Banking from time to time.
- A Term Investment Deposit can be opened for minors by a Guardian.

6.2 How do I open a Wakala Deposit?

- ADCB Islamic Banking may invite you to apply to open a Term Investment Deposit by completing a Application Form.
- A Wakala Deposit must be funded from the Linked Account nominated by you in the relevant Form.
- The Investment Term will commence on the Business Day after the Wakala Deposit is funded in full.
- A Wakala Deposit cannot be increased, but you can have multiple Wakala Deposits.

6.3 Are Wakala Deposit invested by ADCB Islamic Banking and how is profit calculated and distributed on Wakala Deposits?

- Subject to this Clause 6.3, a Wakala Deposit is an Unrestricted Wakala where ADCB Islamic Banking (as Wakeel/Investment Agent) will:
  - (A) invest the Wakala Deposit for you (as Muwakkil) in a Common Pool;
  - (B) at the end of each calendar quarter during the Investment Term, and at the end of the following calendar quarter (if the Investment Term ends in the following calender quarter), declare

the net profit or loss attributable to the Common Pool (the **Wakala Profit**);

(C) before paying the Muwakkil the Wakala Profit, the Muwakkil will pay ADCB Islamic Banking the Wakeel Fee and any excess if the Wakala Profit is in excess of the expected profit threshold.

- ADCB Islamic Banking's declaration of the Wakala Profit and calculation and allocation of the profit or loss attributable to a Wakala Deposit is final and binding, and you (and anyone else claiming through you) cannot dispute the outcome or basis of this declaration or calculation.
- Profit will be calculated from the Business Day after the Wakala Deposit is funded in full until the end of the Investment Term.
- ADCB Islamic Banking's obligation to distribute profit and the operation of your Wakala Deposit will be subject to compliance with all Applicable Laws and the rules and principles of Shari'ah.
- The profit-rate applicable to a Wakala Deposit for an Investment Term will be published on the Website, or will be at the rate notified to you by ADCB Islamic Banking from time to time.

6.4 Is the profit rate guaranteed?

- Before opening a Wakala Deposit, you should be aware and acknowledge the potential benefits and risks associated with investing in a Wakala Deposit, and that profit and any specific profit rate is not guaranteed, and that losses attributable to the Common Pool may be deducted from the amounts deposited in the Linked Account.

6.5 Can you make withdrawals from a Wakala Deposit?

- You can only withdraw amounts from your Wakala Deposit to your Linked Account at the end of the Investment Term.
- Unless otherwise agreed by ADCB Islamic Banking in its sole discretion, you cannot make a withdrawal from or terminate a Wakala Deposit during the Investment Term.
- Any withdrawal or termination of a Wakala Deposit prior to the end of an Investment Term will be subject to the consent of ADCB Islamic Banking (which can be withheld at its sole discretion) and Charges.
- Any profits paid or payable on a Wakala Deposit that is withdrawn or terminated before the end of an Investment Term will be adjusted in accordance with the Profit Distribution Policy, and you authorise ADCB Islamic Banking to deduct from your Linked Account or the Wakala Deposit any profit paid or payable on a Wakala Deposit to account for this adjustment.

6.6 What happens to the Wakala Deposit at the end of the Investment Term?

- You can elect to have your Wakala Deposit transferred to your Linked Account at the end of the Investment Term in the relevant Form.
- If you do not elect to have your Wakala Deposit transferred to your Linked Account at the end of the Investment Term it will be automatically renewed:

  (A) for the Investment Term you have selected for renewals in the relevant Form; or

  (B) if no Investment Term has been selected, for the Investment Term selected by ADCB Islamic Banking in its sole discretion.

- The profit rate applicable to any renewal of a Wakala Deposit may be different to the profit rate applicable to the original Wakala Deposit.

7. Emirati Millionaire Savings Account and Millionaire Destiny Savings Account

7.1 What are the features and restrictions of a Emirati Millionaire Savings Account?

- In order to hold an Emirati Millionaire Savings Account you must be a UAE National but you cannot be an employee of Abu Dhabi Commercial Bank PJSC or its Affiliates nor a Consumer Corporate Customer or an immediate relative of Abu Dhabi Commercial Bank PJSC staff member or any of its subsidiaries or its Affiliates.
- If, after making reasonable efforts to contact you at your Address, ADCB Islamic Banking believes that you are not a UAE National, or that you are an employee of ADCB Islamic Banking or its Affiliates, ADCB Islamic Banking may, without prejudice to its rights in Clauses 16.1 and 16.8 of part 1, convert your Emirati Millionaire Savings Account into another type of Savings Account. You hereby consent to the conversion of your Emirati Millionaire Savings Account into another type of Savings Account in the aforementioned circumstances and you authorise ADCB Islamic Banking to perform any actions necessary to carry out that conversion. This may include, but is not limited to, the opening and closing of any Savings Account and effecting any transactions on your Emirati Millionaire Savings Account into that Savings Account. You agree to indemnify and hold harmless ADCB Islamic Banking and its Affiliates against any Liability arising out of the conversion of your Emirati Millionaire Savings Account under the aforementioned circumstances.
- An Emirati Millionaire Savings Account is a Savings Account. Except to the extent set out in this Clause 7.1, the terms and conditions applicable to an Account and a Savings Account apply to an Emirati Millionaire Savings Account.
- An Emirati Millionaire Savings Account can be denominated in AED only.
- An Emirati Millionaire Savings Account can be opened for minors by a Guardian.
- If your Emirati Millionaire Savings Account falls below the applicable Minimum Balance at any time you may be required to pay additional Charges.
- If you are a holder of an Emirati Millionaire Savings Account you may from time to time be eligible to enter one or more Prize-draws in order to win one or more Prizes. Terms and conditions relating to Prize-draws are set out in Clauses 7.3 and 7.4 of this part.

7.2 What are the features and restrictions of a Millionaire Destiny Savings Account?

- In order to hold a Millionaire Destiny Savings Account you cannot be an employee of Abu Dhabi Commercial Bank PJSC or its Affiliates nor a Consumer Corporate Customer or an immediate relative of Abu Dhabi Commercial Bank PJSC staff member or any of its subsidiaries or its Affiliates.
- If, after making reasonable efforts to contact you at your Address, ADCB Islamic Banking believes that you are an employee of Abu

Dhabi Commercial Bank PJSCor its Affiliates, ADCB Islamic Banking may, without prejudice to its rights in Clauses 16.1 and 16.8 of part 1, convert your Millionaire Destiny Savings Account into another Savings Account. You hereby consent to the conversion of your Millionaire Destiny Savings Account into another Savings Account in the aforementioned circumstances and you authorise ADCB Islamic Banking to perform any actions necessary to carry out the conversion. This includes but is not limited to, the opening and closing of any Savings Account and effecting any transactions from your Millionaire Destiny Savings Account into that Savings Account. You agree to indemnify and hold harmless ADCB Islamic Banking and its Affiliates against any Liability arising out of the conversion of your Millionaire Destiny Savings Account under these circumstances.

- A Millionaire Destiny Savings Account is a Savings Account. Except to the extent set out in this Clause 7.2, the terms and conditions applicable to an Account and a Savings Account apply to a Millionaire Destiny Savings Account.
- A Millionaire Destiny Savings Account can be denominated in AED or USD or any other currency nominated by ADCB Islamic Banking from time to time.
- A Millionaire Destiny Savings Account can be opened for minors by a Guardian.
- If your Millionaire Destiny Savings Account falls below the applicable Minimum Balance at any time you may be required to pay additional Charges.
- If you are a holder of a Millionaire Destiny Savings Account you may from time to time be eligible to enter one or more Prize-draws in order to win one or more Prizes. Terms and conditions relating to Prize-draws are set out in Clauses 7.3 and 7.4 of this part.

7.3 Who is eligible for a Prize-draw?

- A holder of a Millionaire Savings Account may be eligible for entry into a Prize-draw if the Average Monthly Balance of that Millionaire Savings Account is equal to the Entry Balance. The prize is from ADCB Islamic Banking's fund and not from the Mudaraba Pool.
- If the Average Monthly Balance of a Millionaire Savings Account exceeds the Entry Balance, the holder of that Millionaire Savings Account may be eligible for a further entry into the Prize-draw for each Entry Increment that the Average Monthly Balance of that Millionaire Savings Account exceeds the Entry Balance.
- The Average Monthly Balance of multiple Millionaire Savings Accounts cannot be aggregated together to determine eligibility for entry into a Prize-draw.
- ADCB Islamic Banking may, from time to time and in its sole discretion, offer additional entries into a Prize-draw from time to time.

7.4 What terms and conditions apply to a Prize-draw?

- The period for entry into a Prize-draw (the "Entry Period") will be the calendar month prior to the date that the Prize-draw is drawn.
- Each Prize-draw will be drawn within three weeks after the end of the Entry Period.
- Prize-draws will be conducted by ADCB Islamic Banking in accordance with these terms and conditions and all Applicable Laws and the principles of Shari'ah.

- Winners of Prize-draws will be selected at random by an automated system in the presence of a representative of the Department of Economic Development (DED) or as otherwise required by Applicable Laws.
- Winners of Prize-draws will be announced by SMS and names posted on the Website, or any other means of communication selected by ADCB Islamic Banking from time to time.
- Winners of a Prize-draw will be contacted by ADCB Islamic Banking at their Address. ADCB Islamic Banking will have no Lability if it is unable to contact a winner of a Prize at its Address.
- The Prize relating to a Prize-draw will be given to the winner of that Prize-draw within 30 days of aPrize-draw being drawn, however ADCB Islamic Banking shall not have any Liability for any delay in giving a Prize to the winner.
- The selection and number of Prizes in any Prize-draw will be determined by ADCB Islamic Banking in its sole discretion, ADCB Islamic Banking may change the type and number of Prizes available in a Prize-draw from time to time and in its sole discretion.
- Prizes are not transferrable and cannot be paid or provided to anyone other than the named winner of the Prize.
- Prizes cannot be exchanged for cash or any other Prize or thing.
- If the Prize is cash, the Prize will be denominated in the currency of your Millionaire Savings Account and will be either credited to your Millionaire Savings Account or an account payee cheque will be forwarded to your Address by post.
- If the Prize is a thing other than cash or Touchpoints, the Prize will be forwarded to your Address by post or as otherwise notified by ADCB Islamic Banking.
- If the Prize is Touchpoints, the Prize will be credited to the Touchpoint balance linked to your Accounts.
- The winner of any Prize shall be liable for all Tax, fees and other costs and expenses which may be payable in respect of a Prize.
- If a Prize is won by a person not of Majority, that Prize will be awarded to the Guardian unless ADCB Islamic Banking determines that the minor has the legal capacity to receive the Prize.
- ADCB Islamic Banking's decision in relation to any Prize and a Prize-draw (including any winner of any Prize-draw) is final and binding, and you (any anyone else claiming through you) cannot dispute ADCB Islamic Banking's decision.
- All prizes shall be funded by ADCB Islamic Banking, and not from your Millionaire Savings Account.
- Prizes are not an integral part of a Millionaire Savings Account, and ADCB Islamic Banking is under no obligation to continue to provide Prize-draws.

Using your Account

8. Making deposits into an Account

8.1 How do you make deposits into your Account?

- Deposits may be made into your Account in a number of ways, including by depositing cash or cheques at a Branch or through a Self-

Service Terminal depending on the type of Account. ADCB Islamic Banking will credit your Account with sums in cash or cheques which may be deposited by you, subject to other provisions of these Terms and Conditions.

- ADCB Islamic Banking may, in its discretion, credit your Account with any amount deposited by a third party.
- You may be unable to withdraw or otherwise access the full value of the deposit made due to:
  - (A) ADCB Islamic Banking exercising its Right of Set-Off against you;
  - (B) the Fees and charges of the paying bank;
  - (C) exchange restrictions;
  - (D) the time required for the amount deposited to be fully cleared; and/or
  - (E) any other restrictions that apply to the party making the deposit.
- In the event that any funds are mistakenly credited to your Account due to computer, technical, human or clearing system error or malfunction, or for any other reason, ADCB Islamic Banking will have the right (and you authorise ADCB Islamic Banking) to debit your Account (and in the case of insufficient balance in your Account, to overdraw your Account). Neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability arising from such event.

8.2 Can you assign or charge by way of Security the amounts deposited in your Account?

- You must not assign or charge to any third party by way of Security amounts deposited by you or held in your Account. Any such activity will not be recognised by ADCB Islamic Banking.

9. Making withdrawals from an Account

9.1 How do you make a withdrawal from your Account?

- Withdrawals may only be made out of cleared funds credited to your Account and may be:
  - (A) in cash, in AED. However, if your Account is in any currency other than AED, the terms of Clause 11 of part 1 apply;
  - (B) made based on your instructions to ADCB Islamic Banking to pay or transfer;
  - (C) for Current Accounts, against cheques written in the form prescribed by ADCB Islamic Banking; and/or
  - (D) for Savings Accounts, on application using any Form prescribed by ADCB Islamic Banking for that purpose.

9.2 Can you make withdrawals from your Account in foreign currencies?

- You can withdraw money from your Account and exchange it for a foreign currency at a Branch (at the applicable Exchange Rate), subject to the availability of the relevant currency at that Branch. ADCB Islamic Banking offers this service on a discretionary basis and Charges may apply as prescribed in the Schedule of Fees.

10. Transferring funds from an Account

10.1 How do you make a Funds Transfer?

- You can make a Funds Transfer by way of:
  - (A) an Internet Banking Instruction;
  - (B) a standing order by you to ADCB Islamic Banking to execute Funds Transfers at pre-determined intervals;
  - (C) a Telephone Request, for Funds Transfers between your Accounts only;
  - (D) a Mobile Request;
  - (E) a Debit Card Transaction; and/or
  - (F) completing any Form or other method of communication accepted by ADCB Islamic Banking for that purpose.
- Notwithstanding the above, ADCB Islamic Banking may, from time to time and in its sole discretion, limit your ability to effect Funds Transfers in a specific form or method depending on your profile as a Customer or the ADCB Islamic Banking Offering to which a Funds Transfer relates, or for any other reason that ADCB Islamic Banking considers appropriate.

10.2 What if the payee account is in another country?

- If the payee account is outside the UAE, in order to avoid delays, returns of funds and/or levy of related fees, ADCB Islamic Banking may require you to provide details of the payee account that are specific to accounts in that country.

10.3 What restrictions should you be aware of when making a Funds Transfer?

- Funds Transfers generally may not be reversed once effected. It is your responsibility to ensure that you provide accurate information in your instructions in order to avoid any unintended Funds Transfers. ADCB Islamic Banking shall rely upon all information provided by you in relation to Funds Transfers (including any beneficiary account details) and you shall be responsible for any errors in any information provided by you to ADCB Islamic Banking.
- While ADCB Islamic Banking shall use reasonable endeavours to carry out any stop payment instructions, ADCB Islamic Banking shall not be liable in the event that it is unable to do so and monies are released (and you acknowledge that ADCB Islamic Banking may only be able to reclaim the monies with the consent of the beneficiary).
- A Funds Transfer request will be processed on the transfer date that you select. ADCB Islamic Banking may delay or refuse to effect a Funds Transfer (and shall not be responsible for any Liability arising out of such delay or refusal) where:
  - (A) there are insufficient funds in your Account;
  - (B) the Funds Transfer would exceed any limit set by ADCB Islamic Banking from time to time;
  - (C) ADCB Islamic Banking, in its sole discretion, has reason to believe that the Funds Transfer will or could be in breach of Applicable Laws, Shari'ah or ADCB Islamic Banking Policies;
  - (D) ADCB Islamic Banking is not permitted to do so by Applicable Laws, Shari'ah or ADCB Islamic Banking Policies;

(E) ADCB Islamic Banking has reason to believe that your Account may be the subject of misuse, money-laundering or fraudulent activity (or otherwise suspects such is the case);

(F) all information necessary to complete the Funds Transfer has not been provided (including information required by the payee bank or any intermediaries);

(G) ADCB Islamic Banking is required to comply with a court order or any Applicable Laws or ADCB Islamic Banking's own policies;

(H) you instruct ADCB Islamic Banking to stop that Funds Transfer;

(I) the designated account of the payee is not maintained by the payee bank;

(J) the payee's account details recorded with the payee bank or branch are not part of the clearing system;

(K) you have not complied with these Terms and Conditions;

(L) there are any reasons causing or contributing to the delay or refusal for which the payee bank or any intermediary or correspondent bank is responsible; and/or

(M) there are any Unforeseen Circumstances or any other circumstances reasonably outside of ADCB Islamic Banking's control.

- ADCB Islamic Banking shall not be responsible for, and you will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from and against, any Liability arising from ADCB Islamic Banking's compliance with your instructions, including instructions to execute or stop any Funds Transfer (including any delay or rejection of a Funds Transfer arising out of the circumstances set out in the paragraph above, or for any Tax Obligations arising out of the Funds Transfer). For the avoidance of doubt the preceding indemnity will also include Liability for any currency conversion costs, correspondent and other routing charges, administrative charges and other costs and losses in relation to your Funds Transfer.
- You must ensure that your Account has sufficient funds before effecting any Funds Transfers.
- You warrant, represent and undertake that any Funds Transfers requested by you (or your Nominee) will not breach any Applicable Laws, Shari'ah, these Terms and Conditions or any ADCB Islamic Banking Policies.
- ADCB Islamic Banking may contact you to confirm and verify the identity of the beneficiary of a Funds Transfer (and any modifications to the details of a beneficiary of a Funds Transfer) before processing it.
- On the date of payment, ADCB Islamic Banking reserves the right to determine, in its sole discretion, the priority of Funds Transfer requests against any other payment requests presented or any other existing payment arrangement with ADCB Islamic Banking. ADCB Islamic Banking will have the right not to effect a Funds Transfer if, having determined the priority of payments, it believes that your Account may become overdrawn.
- Funds Transfers are generally not instant. It may take a number of Business Days (excluding any public holidays in the UAE and the country where the payee's account is located) for the funds to be received by the payee. Transactions using the AEP will be executed in accordance with and subject to, the Aani Scheme Rules.
- ADCB Islamic Banking will not be a party to queries or disputes of any nature whatsoever that may arise between you and the payee.

- ADCB Islamic Banking will not be responsible for any Liability arising out of any delays, failures, errors or other shortcomings in executing, processing or completing any Funds Transfer, remittance, withdrawal, payment or other transaction as a result of the actions of any third party (including any intermediary bank).
- Any set-up, deferment, amendment or cancellation of a standing order must be communicated in writing to ADCB Islamic Banking and must be submitted sufficiently in advance of the execution date.
- If ADCB Islamic Banking is unable to effect three consecutive payments due to insufficient funds the standing order shall be treated as cancelled without notification.

10.4 What if your Funds Transfer is rejected by the payee bank?

- If your Funds Transfer is rejected by the payee bank for whatever reason, the reversal of the funds will be carried out at the Exchange Rate on the date of the reversal. Additionally, you will be solely responsible for any currency conversion costs, losses, correspondent and other routing charges, administrative charges and any other costs, charges or losses in relation to the rejected Funds Transfer.

11. Cheques

11.1 How can you obtain a cheque book?

- You must have a Current Account in order to obtain a cheque book. If your Current Account is changed into a Savings Account pursuant to Clause 1.1 of this part (or otherwise), your cheque book will be cancelled.

11.2 When is a cheque deposited with ADCB Islamic Banking credited to your Account?

- ADCB Islamic Banking provides the services of collection of cheques on your behalf and under your instructions. Charges may apply to these services.
- The value of cheques deposited by you, other than cheques that are post-dated or drawn in locations where ADCB Islamic Banking does not have a Branch, may, in ADCB Islamic Banking's sole discretion, be provisionally credited to your Account, subject to the realisation of the cheque proceeds.
- The proceeds of the credited cheques are available for withdrawal by you only upon their realisation and receipt by ADCB Islamic Banking in cleared funds.
- Unless otherwise agreed by ADCB Islamic Banking, and subject to the paragraph below, the amount of a cheque deposited into your Account is normally credited to your Account within two Business Days. There may be cases where a longer period is required, such as but not limited to where ADCB Islamic Banking suspects fraudulent activity or when ADCB Islamic Banking is required to verify the source of the funds.
- Where a cheque denominated in AED and drawn on a UAE bank is deposited before any applicable Cut-off time, and the Bank does not identify any security issues with the cheque, and the cheque is accepted by the UAE bank upon which it is drawn, it shall be credited to your Account on the day of deposit.

- If any cheques are dishonoured for any reason whatsoever after being credited to your Account, ADCB Islamic Banking has the right to reverse the credit by debiting the Account with the corresponding value including any related Charges (such as but not limited to fees for any returned unpaid cheques deposited by you, foreign currency conversion costs, losses and any additional fees and administrative charges). If ADCB Islamic Banking is unable to recover these amounts for whatever reason, you undertake to pay the same to ADCB Islamic Banking immediately upon ADCB Islamic Banking's request.

11.3 In what circumstances can ADCB Islamic Banking refuse to honour a cheque written by you and what is your Liability for ADCB Islamic Banking honouring a cheque?

- You must ensure that there are sufficient funds in your Current Account to meet the cheques written by you on that Current Account. In the absence of adequate funds and if you have made no prior arrangements with ADCB Islamic Banking, such cheques will not be honoured by ADCB Islamic Banking.
- Cheques drawn on your Current Account must be written in either Arabic or English. ADCB Islamic Banking is not obliged to honour cheques written in any other language.
- If there is a mistake on a cheque written by you, or if ADCB Islamic Banking is unable to verify your signature, or any part of the cheque is illegible or unclear, ADCB Islamic Banking may refuse to honour the cheque for technical reasons (as opposed to insufficient funds). Where ADCB Islamic Banking or its Affiliates (acting in good faith) honour a cheque that is illegible, unclear or which includes a mistake or error, you will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from any Liability resulting from any payment made in relation to such cheque.
- When a cheque is presented for payment at a Branch other than the Home Branch, ADCB Islamic Banking will have the sole discretion to pay or dishonour it at the Branch where it is presented.
- Payment of a cheque written by you may also be stopped by an order of a court with jurisdiction in the UAE.
- ADCB Islamic Banking reserves the right not to honour any cheque which is more than six months old.
- If the balance in your Current Account is insufficient to cover the value of any cheque(s) written by you on that Current Account, the approval of payment by ADCB Islamic Banking (such approval being in ADCB Islamic Banking's sole discretion from time to time) will not be construed as the grant of a financing facility to you. You must immediately, upon ADCB Islamic Banking's request, pay any amount which has been overdrawn by crediting that Current Account with the required balance to cover the value of any such cheques together with any related Charges (such as but not limited to fees for foreign currency conversion costs, losses and any additional fees and administrative charges).
- You are solely responsible for ensuring that all cheques written by you on your Current Account are correctly filled-in. Where any cheques written by you are not honoured due to technical reasons you are solely responsible for ensuring that your payment obligations are discharged.

11.4 In what circumstances can ADCB Islamic Banking refuse to accept a cheque to be credited to your Account?

- ADCB Islamic Banking may refuse to accept cheques:
  - (A) drawn in favour of third parties (unless properly assigned to you as the new payee);
  - (B) if the payee's name is not identical to your name in the Records; or
  - (C) for any other reason, including the prevention of fraud or money laundering.
- ADCB Islamic Banking will not accept the assignment of any cheque in favour of a third party if it has been Crossed.
- Any cancellation of a 'Crossing' or notation will render the cheque invalid.

11.5 What happens if a cheque that you have written bounces?

- If:
  - (A) you write a cheque without having sufficient funds in your Current Account;
  - (B) you have insufficient funds in your Current Account when a cheque you have written is presented for payment; or
  - (C) your Current Account is closed, blocked, frozen, suspended, or put on hold when a cheque you have written is presented for payment,

  ADCB Islamic Banking may be required to notify the authorities and you may incur civil and/or criminal liability due to that cheque not being honoured. ADCB Islamic Banking may also choose to terminate its relationship with you, without prejudice to any other rights that ADCB Islamic Banking may have.

11.6 What if your cheques become lost or the subject of fraudulent activity?

- You must ensure that the cheque books and the cheques therein issued to you by ADCB Islamic Banking are kept safe. You must immediately notify ADCB Islamic Banking of any loss or theft of any cheques, followed by a police report as per Applicable Laws, and provide instructions to ADCB Islamic Banking to stop payment in respect of such cheques. Until such notice is received by ADCB Islamic Banking, you will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from any Liability resulting from its processing of any payments relating to such lost or stolen cheques or any misuse thereof.
- You will be responsible for providing ADCB Islamic Banking, the police, the courts and/or any other relevant authorities with any information required to assist in investigating any matter relating to your cheques.

11.7 Can ADCB Islamic Banking make partial payment of cheques?

- In addition to the provisions stated above, in case a cheque issued by you is returned because of insufficient funds, in accordance with the Applicable Laws, upon the request of the beneficiary to proceed with partial payment of such cheque, ADCB Islamic Banking will debit your Current Account up to the available balance and shall charge you a fee stated in the Schedule of Fees.

- In case you are the beneficiary of a cheque which is returned because of insufficient funds, you have the right to accept partial payment of such cheque, by approaching directly the drawee bank to proceed with the partial payment.

Services

12. Debit Cards

This Clause must be read along with the General Card Terms in Clause 17 of part 1 which will also apply to your Debit Card.

12.1 When and how do the Debit Card Terms apply to you?

- The Debit Card Terms will apply to you when you are issued a Debit Card and you activate and use that Debit Card.
- Your activation and/or use of a Debit Card will constitute binding and conclusive evidence of your confirmation to be bound by these Terms and Conditions (including the Debit Card Terms).

12.2 How can you obtain a Debit Card?

- A Debit Card may be issued by ADCB Islamic Banking in its sole discretion, upon your request, to enable you to effect Debit Card Transactions at any Terminal located in the UAE or abroad.
- If you hold a Joint Account, a Debit Card may be issued to each Joint Account Holder only if you have chosen that instructions in relation to your Joint Account can be given on an "or" basis (see Clause 13 of part 1).
- You may collect your Debit Card from the Home Branch or any other Branch requested by you, or request that your Debit Card be sent by post or courier to your Address.

12.3 What if your Account is not eligible for a Debit Card?

- Debit Cards are not issued for certain types of Accounts and Customers, as prescribed by ADCB Islamic Banking from time to time. In such cases, ADCB Islamic Banking may, in its sole discretion, issue you with an ATM Card instead.

12.4 Can you link more than one Account to your Debit Card?

- ADCB Islamic Banking may in its sole discretion allow you to link more than one Account to your Debit Card. This will allow you to access and also effect debits from and credits to any other Accounts linked to that Debit Card by using your Debit Card at ADCB Islamic Banking's ATMs. Please note that this function may not be available on non-ADCB ATMs.
- Where your Debit Card is linked to more than one Account, you must nominate one of those Accounts as the "primary" Account. Such primary Account will be the Account that is linked to the Debit Card Transactions effected at point of sale terminals and non-ADCB ATMs.

12.5 What happens if you exceed the Spending Limit?

- It is your responsibility to ensure that sufficient funds are maintained and available in the Account prior to entering into any Debit Card Transaction. If, however, for whatever reason, the use of the Debit Card exceeds the Available Balance, you shall immediately pay to ADCB Islamic Banking the full sum by which such Available Balance is exceeded together with any related Charges (such as but not

limited to fees for any returned unpaid cheques deposited by you, foreign currency conversion costs, losses and any additional fees and administrative charges). In the event of failure to comply with this condition, ADCB Islamic Banking reserves the right to cancel the Debit Card and/or make a transfer from any other Account you hold with ADCB Islamic Banking.

- If the Account does not have sufficient funds to cover the amount of an authorization request, ADCB Islamic Banking reserve the right, at its sole discretion, to decline the Debit Card Transaction.

12.6 How can you use your Debit Card at a Self Service Terminal?

- Cash, cheques and/or other instruments may only be deposited into an Account linked to your Debit Card at certain ADCB Islamic Banking Self Service Terminals located within the UAE using a Debit Card. The record issued by the Self Service Terminal only represents what you claim to have deposited. Your deposits will only be credited to the applicable Account after verification of the cash, cheques and/or other instruments and their clearing (in the case of cheques) by ADCB Islamic Banking, and the amount of the deposit verified and cleared by ADCB Islamic Banking will be deemed to be the correct amount of your deposit.
- Cheques that are deposited will be sent for clearing and the funds will be available only after the cheques are cleared in accordance with Clause 11.2 of this part.
- If you choose to make a Funds Transfer or to pay a bill using the Self Service Terminals, you must advise ADCB Islamic Banking of:
  - (A) the correct details of the accounts to which the transfer is to be made; and
  - (B) the correct consumer or reference numbers relating to the payments to be made, in the prescribed Form.

12.7 How can you effect Debit Card Transactions?

- In addition to the uses set out in Clause 17 of part 1, you can use your Debit Card to purchase goods and services via the internet, but not to purchase goods and services by telephone, mail order, or by any other means prohibited by ADCB Islamic Banking from time to time.

12.8 Are there any restrictions when using your Debit Card for online transactions?

- Debit Card Transactions conducted online will be subject to any applicable maximum value per transaction, any maximum number of transactions per day and any maximum cumulative value of transactions per day. These limits are subject to change by ADCB Islamic Banking (in its sole discretion) and may also vary from website to website and from country to country, and may also vary depending on the type/category of Debit Card.
- Such limits may not be within ADCB Islamic Banking's control, and neither ADCB Islamic Banking nor its Affiliates shall be responsible for any Liability arising out of these limits (or changes thereto) or the inability to effect a Debit Card Transaction online due to such limits (or changes thereto).
- Please refer to the Website, or otherwise contact ADCB Islamic Banking, for further information on these limits and restrictions.

13. Safe Deposit Lockers

13.1 How can you rent a Safe Deposit Locker?

- If you wish to rent a Safe Deposit Locker, you will need to have an Account with ADCB Islamic Banking and complete the relevant Form. You may also be requested to provide ADCB Islamic Banking with any personal information and evidence that may be required to establish and verify your identity.
- You may not rent a Safe Deposit Locker in the name of, or on behalf of, any third party.
- You acknowledge that your rights with regard to the Safe Deposit Locker are those of a licensee and nothing in these Terms and Conditions grants you any right of ownership of the Safe Deposit Locker or any rights over the premises in which it is located.

13.2 How long can you rent the Safe Deposit Locker for?

- You can rent the Safe Deposit Locker for an initial period of up to 12 months or as otherwise specified in the relevant Form and agreed by ADCB Islamic Banking. Upon expiry of the initial rental period, it will renew automatically for a similar period unless terminated by you or ADCB Islamic Banking in accordance with Clause 13.9 of this part.

13.3 What do you need to pay to rent the Safe Deposit Locker?

- Before commencement and upon any renewal of the Safe Deposit Locker rental period, you must pay to ADCB Islamic Banking the applicable Charges. You must also provide ADCB Islamic Banking with a deposit amount that will be advised to you at the time that you complete the relevant Form.

13.4 How can you access the Safe Deposit Locker?

- You can access the Safe Deposit Locker through:

  (A) the Unassisted Service, which will be available to you at all times except during maintenance or service periods or as otherwise directed by ADCB Islamic Banking; or

  (B) the Assisted Service, which will be available to you only during the business hours at the Branch where the Safe Deposit Locker is held.

  You may choose between the Assisted Service or the Unassisted Service in the relevant Form.
- ADCB Islamic Banking has the right to suspend access to the Safe Deposit Locker for maintenance or service or due to any regulatory notice and/or enforcement and without responsibility for any Liability on its part. While ADCB Islamic Banking will reasonably endeavour to notify you before suspending your access, it will have the right to do so without notifying you in advance.
- All items provided to you to access the Safe Deposit Locker are the property of ADCB Islamic Banking and must be returned when the rental of the Safe Deposit Locker is terminated.

13.5 Can you grant access to the Safe Deposit Locker to other people?

- You may nominate one or more additional parties to be granted access to your Safe Deposit Locker as your authorized agent(s) when you apply for the Safe Deposit Locker or at any time as agreed by ADCB Islamic Banking. You must provide ADCB Islamic Banking with

any personal information and evidence that ADCB Islamic Banking will require to establish and verify the identity of such additional parties who will be given access to the Safe Deposit Locker.

- Any additional parties given access to the Safe Deposit Locker must agree to be bound by and comply with these Terms and Conditions. Such additional parties will have equal rights of access to you but will not have control over the Safe Deposit Locker.
- You may at any time revoke the access of any additional parties to the Safe Deposit Locker by notifying ADCB Islamic Banking.

13.6 Can ADCB Islamic Banking move the Safe Deposit Locker?

- ADCB Islamic Banking may, at any time and in its sole discretion, transfer the Safe Deposit Locker and all or part of its contents to any other location in the UAE, with such security and safeguards as ADCB Islamic Banking deems fit. ADCB Islamic Banking will provide you with at least five days prior notice of such transfer.

13.7 Are there any restrictions regarding the contents of the Safe Deposit Locker?

- The Safe Deposit Locker is designed to store documents, valuables and other items of a similar nature for lawful and Shari'ah compliant purposes only. You must not use the Safe Deposit Locker to store or allow any other person to store:
  - (A) anything that is illegal, offensive or immoral under Applicable Laws and Shari'ah;
  - (B) any substances or materials which will or may cause any harm whatsoever to any party, premises or place, including the Safe Deposit Locker; or
  - (C) any animals, plants or other living organisms or plant materials.
- You acknowledge that ADCB Islamic Banking is not aware of the contents of the Safe Deposit Locker and has no knowledge as to the purpose of your use of the Safe Deposit Locker at any time. Notwithstanding this, ADCB Islamic Banking reserves the right to inspect, in your presence, any articles that you wish to place in the Safe Deposit Locker.
- You will indemnify and hold harmless ADCB Islamic Banking, its Affiliates and any customers or visitors to ADCB Islamic Banking's premises from any Liability arising from your use of the Safe Deposit Locker.

13.8 What is the extent of ADCB Islamic Banking's responsibility for the contents of the Safe Deposit Locker?

- You must use the Safe Deposit Locker with due care and attention, in accordance with these Terms and Conditions and any additional instructions issued by ADCB Islamic Banking from time to time.
- Neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability:
  - (A) to the extent that any loss or damage occurs as a result of your own negligent acts, omissions or as a result of your non-compliance with these Terms and Conditions or any instructions issued by ADCB Islamic Banking from time to time;
  - (B) to the extent that any loss or damage would be covered by any takaful cover (or similar) which you or the injured party may have; or

(C) for any deterioration in the quality, quantity or value of the items placed inside the Safe Deposit Locker due to ordinary wear and tear or natural deterioration or atmospheric or climatic conditions.

13.9 How can the Safe Deposit Locker rental be terminated?

- Subject to other provisions of these Terms and Conditions, you or ADCB Islamic Banking may terminate the rental of the Safe Deposit Locker at any time by giving at least 15 days prior notice to the other.
- ADCB Islamic Banking may terminate the rental of the Safe Deposit Locker immediately by notice to you:
  - (A) if you breach, or ADCB Islamic Banking reasonably believes that you have breached or will breach Clause 13.7 of this part;
  - (B) if you breach any other clauses of these Terms and Conditions and do not remedy such breach within 30 days of receipt of ADCB Islamic Banking's notice to you of the breach; or
  - (C) pursuant to ADCB Islamic Banking's exercise of its rights under Clause 10.3 of part 1 and in any of the circumstances described in that clause.
- Your right to terminate the rental of the Safe Deposit Locker will be subject to the following:
  - (A) you must take possession of the contents of the Safe Deposit Locker;
  - (B) you must return all items provided to you by ADCB Islamic Banking to access the Safe Deposit Locker; and
  - (C) you must have no outstanding obligations to ADCB Islamic Banking.

13.10 What happens upon termination of the Safe Deposit Locker rental?

- Upon termination of the rental of the Safe Deposit Locker:
  - (A) your rights in relation to the Safe Deposit Locker will immediately cease; and
  - (B) ADCB Islamic Banking will refund the deposit amount to you, less any deductions that ADCB Islamic Banking is entitled to charge or receive in accordance with these Terms and Conditions.

13.11 What happens if you fail to return all items provided to you by ADCB Islamic Banking to access the Safe Deposit Locker on termination of the rental?

- You will be liable for and must pay to ADCB Islamic Banking on demand any and all actual costs and charges which ADCB Islamic Banking may incur due to such failure, including, but not limited to, additional Charges at the then applicable rate.

13.12 What happens if you fail to remove the contents of the Safe Deposit Locker on termination of the rental?

- If within 60 days of the date of termination of the rental of the Safe Deposit Locker you have not removed all the contents of the Safe Deposit Locker, ADCB Islamic Banking will, after giving you notice of the same, be entitled to apply to the relevant court in the Emirate where the Safe Deposit Locker is located for permission to open the Safe Deposit Locker.

- The opening of the Safe Deposit Locker will be in the presence of a party designated by the court, who will prepare a report on the opening and inventory of the contents of the Safe Deposit Locker. The report and inventory will be signed by a representative of the court and a representative of ADCB Islamic Banking and will be conclusive evidence as to such contents.
- Subject to the court's ruling, or as advised by the Central Bank , ADCB Islamic Banking shall be entitled to retain custody of the contents or grant custody over them to a third party designated by the court until the contents are either returned to you or the court orders the disposal of the contents.
- If the court orders the disposal of the contents, ADCB Islamic Banking will have a priority right over the proceeds of such disposal in relation to all Charges and other accruing costs and expenses relating to the Safe Deposit Locker and its contents.
- ADCB Islamic Banking will also be entitled to recover directly from you (including by way of deduction from the deposit) all Charges and other costs and expenses (including any legal costs) which it may reasonably incur in relation to opening the Safe Deposit Locker and disposing of its contents.
- If, following any such disposal, any proceeds remain after settlement of all sums due to ADCB Islamic Banking, ADCB Islamic Banking will send any remaining sums to your Address. If the sums raised by any such disposal do not cover your liabilities to ADCB Islamic Banking, ADCB Islamic Banking will be entitled to recover such sums from you upon demand.
- ADCB Islamic Banking will be entitled to apply the proceeds generated from the disposal of the contents of the Safe Deposit Locker in the following order:
  - (A) towards the settlement of profit in respect of your obligations to ADCB Islamic Banking up to the date of payment;
  - (B) towards any expenses incurred or Charges due for additional services rendered in relation to the late payment or non-payment;
  - (C) towards the Charges relating to the rental of the Safe Deposit Locker;
  - (D) towards any principal amount outstanding; and
  - (E) towards settlement of any other amounts owed by you to ADCB Islamic Banking.
- Any contents that are not disposed of will be held by ADCB Islamic Banking in a manner that it deems appropriate or by such other custodian appointed by the court.

13.13 What happens if you die or lose your mental capacity during the term of the rental of the Safe Deposit Locker?

- If you lose your mental capacity during the term of the rental of the Safe Deposit Locker, ADCB Islamic Banking will allow your legal representatives to open the Safe Deposit Locker, or will open the Safe Deposit Locker for them, provided that such persons produce on demand evidence, to ADCB Islamic Banking's satisfaction, that they are your legal representatives in accordance with Applicable Laws.
- If you die, ADCB Islamic Banking will, after becoming aware of your death, not allow the Safe Deposit Locker to be opened except

pursuant to an order of a court in the Emirate where the Safe Deposit Locker is located.

14. Banker's Cheque

14.1 How can you request for a Banker's Cheque?

- A Banker's Cheque may be requested by completing the relevant Form and submitting that Form to ADCB Islamic Banking.
- Upon issuance of a Banker's Cheque by ADCB Islamic Banking, ADCB Islamic Banking shall debit your nominated Account for the amount of the Banker's Cheque together with any Charges
- If the balance of your nominated Account is less than the amount of the requested Banker's Cheque, ADCB Islamic Banking may refuse to issue a Banker's Cheque.
- Payment of a Banker's Cheque is subject to the rules of any payment system used in processing such payment and you agree to the application of these rules when you request a Banker's Cheque.

14.2 Can a Banker's Cheque be issued in a foreign currency?

- If you request a Banker's Cheque in a currency that is different from the currency of your nominated Account, the amount debited from your nominated Account will be calculated by reference to the Exchange Rate on the date the Banker's Cheque is issued by ADCB Islamic Banking.
- A beneficiary of a Banker's Cheque may not obtain the full face value of the Banker's Cheque due to the fees, Charges and Exchange Rate that may apply upon the presentation of the Banker's Cheque.

14.3 Can a Banker's Cheque be cancelled?

- A Banker's Cheque may be cancelled at ADCB Islamic Banking's absolute discretion. If you request the cancellation of Banker's Cheque you must return to ADCB Islamic Banking the original Banker's Cheque or, in the case of Banker's Cheques that have been lost, stolen or destroyed, you must provide a valid police report together with any other document, indemnity or Form required by ADCB Islamic Banking from time to time.
- Charges may apply to any cancellation of a Banker's Cheque.
- If a Banker's Cheque was issued in a currency other than the currency of your nominated Account, any refund will be credited to you in the currency of your nominated Account. The Exchange Rate used to calculate any refund will be the Exchange Rate applicable at the time ADCB Islamic Banking processes the refund less all Charges.

14.4 What is the validity period of a Banker's Cheque?

- A Banker's Cheque is valid for a period of six months from the date it is issued by ADCB Islamic Banking.

14.5 What if the Banker's Cheque is lost or stolen or damaged?

- If your Banker's Cheque is lost, stolen or damaged, you must immediately notify ADCB Islamic Banking of the incident by contacting ADCB Islamic Banking. If necessary under the laws of the country in which such incident occurred, you will also need to report the incident to the police in that country.
- If you recover the lost or stolen Banker's Cheque, you must immediately destroy it.

- To the fullest extent permitted under Applicable Laws and Shari'ah, ADCB Islamic Banking shall not be responsible for, and you shall indemnify and hold harmless ADCB Islamic Banking and its Affiliates from and against, any Liability arising directly or indirectly out of any stolen, lost or damaged Banker's Cheque, regardless of whether ADCB Islamic Banking agrees to issue a replacement Banker's Cheque or refund the amount of the Banker's Cheque to you.

PART 4
ELECTRONIC BANKING

- This part 4 applies to Electronic Banking and must be read together with other applicable parts of these Terms and Conditions.

1. Electronic Banking

1.1 How do the Electronic Banking Terms apply to you?

- The general electronic banking terms will apply to you when you apply for Electronic Banking.
- If you apply for:
  - (A) Mobile Banking, the Mobile Terms will also apply to you;
  - (B) Telephone Banking, the Telephone Terms will also apply to you;
  - (C) Internet Banking, the Internet Banking Terms will also apply to you; and
  - (D) Approved Third Party Digital Channels, the approved third party digital channels terms will also apply to you.

1.2 What services are available via Electronic Banking?

- From time to time, and as permitted by ADCB Islamic Banking in its sole discretion, ADCB Islamic Banking may make various services and functions available to you through the use of some or all of the forms of Electronic Banking. By way of example, the following is an indicative and non-binding list of possible services and functions:
  - (A) viewing the balance of your Account;
  - (B) paying your Credit Card and selected utility bills;
  - (C) effecting Funds Transfers;
  - (D) requesting cheque books;
  - (E) locating the nearest ADCB Islamic Banking Self-Service Terminal or Branch;
  - (F) obtaining information about and applying for certain ADCB Islamic Banking Offerings;
  - (G) providing and updating your Address and other personal details;
  - (H) viewing your E-Statements;
  - (I) activating a Debit Card or Credit Card;
  - (J) checking the balance of your reward points under an applicable ADCB Islamic Banking Rewards Program or Third Party Rewards Program;
  - (K) topping-up and/or renewing any pre-paid credit programs (including but not limited to mobile phone pre-paid credit programs); and/or
  - (L) opening of the Account, applying for the Credit Card or any ADCB Islamic Banking Offering that ADCB Islamic Banking may decide from time to time.
- All Electronic Banking services and functions are made available by ADCB Islamic Banking on a completely discretionary basis and may be withdrawn, changed, substituted or supplemented by ADCB Islamic Banking at any time and without any obligation to give you prior notice.

1.3 Can you use Electronic Banking for Joint Accounts?

- Electronic Banking is only available to Joint Accounts that allow ADCB Islamic Banking to accept instructions from the Joint Account Holders on an "or" basis as per Clause 13.1 of part 1.
- If any Joint Account Holders wish to use a particular Electronic Banking service, they must individually register for it.

1.4 What if you enter incorrect Security Information?

- If you enter your Security Information incorrectly more than the number of times allowed by ADCB Islamic Banking from time to time, your access to the relevant Electronic Banking service may be blocked and you will need to contact ADCB Islamic Banking in order to regain access.

1.5 When can your Security Information be changed?

- ADCB Islamic Banking may reset your Security Information at any time. If this happens, ADCB Islamic Banking will notify you.
- ADCB Islamic Banking may deactivate your Security Information, at any time and without notice, if it suspects that your Security Information is being misused.
- You may change your Security Information at any time.
- ADCB Islamic Banking may also, in its discretion, introduce Secure Key features from time to time, to enable you to use Electronic Banking more securely. If ADCB Islamic Banking does this, you will be provided with a Secure Key and you must follow any instructions provided by ADCB Islamic Banking in connection with its use, in order to access any ADCB Islamic Banking Offering that ADCB Islamic Banking determines is subject to such secured access protocols.

1.6 Are there any Charges in connection with Electronic Banking?

- Electronic Banking is currently made available to you at no charge. ADCB Islamic Banking reserves the right to charge you for certain features of Electronic Banking. ADCB Islamic Banking will notify you of such Charges before they become applicable.
- You are responsible for all charges levied by your CSP, TSP and/or ISP (as applicable) in relation to your use of Electronic Banking. Additional charges may be levied by your CSP, TSP or ISP if you use Electronic Banking abroad.

1.7 How are Electronic Instructions processed by ADCB Islamic Banking?

- Electronic Instructions are irrevocably and unconditionally binding and are made at your risk and responsibility.
- ADCB Islamic Banking will make reasonable efforts to modify, delay or prevent the processing of any Electronic Instruction where you request this, but neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability for any failure to comply with such request.

1.8 Who is responsible for the equipment and software required to use Electronic Banking?

- You are solely responsible for:

  (A) acquiring and maintaining any equipment required for your continued use of and access to Electronic Banking and, if

applicable, anti-virus and other security measures for such equipment, including measures for adequate protection and back-up of data; and

(B) ensuring that the equipment which you use to access and use Electronic Banking is suitable for such use and is functional.

- Electronic Banking is dependent on the infrastructure, connectivity and services provided by the TSPs, CSPs, ISPs and/or other service providers engaged by ADCB Islamic Banking and you. The timeliness, accuracy and legibility of information sent by ADCB Islamic Banking to you (including, if applicable, Alerts and Mobile Responses) may be affected by the services provided by the TSPs, CSPs, ISPs and other service providers engaged by ADCB Islamic Banking and you.
- If you become aware of any faults, errors or inconsistencies while using Electronic Banking, you must contact ADCB Islamic Banking immediately on the contact details specified on the Website.

1.9 What is ADCB Islamic Banking not liable for in relation to Electronic Banking?

- In addition to any other limitation or exclusion of ADCB Islamic Banking's Liability under these Terms and Conditions, neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability arising from:

(A) any unauthorised transaction effected through the Electronic Banking before you have notified ADCB Islamic Banking of the unauthorised transaction or any misuse, loss, disclosure or theft of your Security Information;

(B) any fraudulent activity (whether conducted against you or any third party through your use of the Electronic Banking) carried out through the Electronic Banking (unless the fraudulent act was carried out by ADCB Islamic Banking);

(C) your failure to observe any of your security obligations under these Terms and Conditions;

(D) your access or use of the Electronic Banking in a manner, or for any purpose, whether or not authorised by ADCB Islamic Banking, including any use by you that is negligent, is done in breach of the Aani Scheme Rules, or any Applicable Laws;

(E) any loss of any information or the Electronic Instructions in transmission due to the Unforeseen Circumstances or the failure or suspension of any Approved Third Party Digital Channel;

(F) any unauthorised access by any third party to any Electronic Banking system, Electronic Instructions and any Account Information;

(G) any loss of access or inability to use any Electronic Banking system due to any issue with a third party, including any transaction counterparty or merchant;

(H) the delivery, mistaken delivery, deletion or failure to store any Electronic Instructions or personalisation settings which is neither attributed to nor caused by ADCB Islamic Banking; .

(I) any loss arising from the hacking, breach or tampering with any Electronic Banking system (including any Approved Third Party Digital Channel) that results in loss of your personal information, fraudulent transactions or misdirection of funds which cannot be attributed to ADCB;

(J) transactions that occur pursuant to your Electronic Instructions prior to termination of your access to the relevant Electronic Banking service;

(K) your use of the Electronic Banking including, if applicable, any material, data and/or software downloaded or otherwise obtained through the use of the Electronic Banking;

(L) any loss arising from any act or omission by any third party (including the Aani Operator) suffered by you when accessing the Electronic Banking;

(M) any failures, system down-time, updates, or other causes of non-availability or loss of service in respect of any service available through the Electronic Banking (including any associated applications) over which ADCB Islamic Banking has no control that leads to disruption of service or breach of security relating to your personal information;

(N) any acts or omissions, negligence or breach of the Aani Scheme Rules or any violation of Applicable Laws by the operator of any Approved Third Party Digital Channel (including the Aani Operator);

(O) your failure to register for any Electronic Banking service (including any Approved Third Party Digital Channel) due to any issue attributed to any third party provider of such Electronic Banking service, including for the avoidance of doubt the availability of any associated application or the operation or any associated application;

(P) your failure to keep your details and consents current with any Electronic Banking service (including any Approved Third Party Digital Channel) that results in the suspension or loss of access;

(Q) any failures for reasons not attributable to ADCB Islamic Banking relating your mobile operator or email provider or those of any Electronic Banking beneficiary's phone number or email identification. For the avoidance of doubt, ADCB Islamic Banking shall not be responsible for any errors in linking phone numbers and email identification through any Approved Third Party Digital Channel (including the AEP) to an incorrect account or the transfer of funds to a wrong account;

(R) any suspension or cancelation of your access to any Approved Third Party Digital Channel, including the AEP;

(S) any failure of a transaction using an Approved Third Party Digital Channel as a result of any issue with the account, access or connectivity with any counterparty to such transaction, including such counterparty's bank;

(T) any damage caused to your hardware or software resulting from your use of the Electronic Banking;

(U) any transaction that is not processed on any Approved Third Party Digital Channel for reasons not attributable to ADCB Islamic Banking or if due to any interaction issue between ADCB Islamic Banking systems and the systems of such Approved Third Party Digital Channel; and

(V) your access or use of any Approved Third Party Digital Channel via the Electronic Banking.

1.10 Can your access to Electronic Banking be suspended or terminated?

- You can stop using Electronic Banking at any time.
- ADCB Islamic Banking may, in its sole discretion, suspend (including for maintenance purposes) or terminate your access to Electronic Banking at any time. While ADCB Islamic Banking will reasonably endeavour to notify you before suspending or terminating your access, it will have the right to do so without notifying you in advance, including in circumstances where:
  - (A) you breach any provision of these Terms and Conditions and fail to rectify the breach within three Business Days after receiving notice from ADCB Islamic Banking requiring the breach to be rectified (or such other time specified by ADCB Islamic Banking from time to time);
  - (B) ADCB Islamic Banking suspects or becomes aware of any breach of security;
  - (C) ADCB Islamic Banking suspects or becomes aware of any fraudulent use of Electronic Banking;
  - (D) ADCB Islamic Banking reasonably believes that you will be unable to pay any amounts that you owe to it; and/or
  - (E) you die, are declared insolvent or bankrupt, or no longer have requisite mental capacity.
- Unless otherwise agreed, ADCB Islamic Banking will not affect any Electronic Instructions which you have made before termination of your access to the relevant Electronic Banking service and which are scheduled to be effected after such termination.

2. Mobile Banking

2.1 How can you use Mobile Banking?

- You can use Mobile Banking via SMS or the MobileApp. The services and functions made available by ADCB Islamic Banking through SMS may vary from those available through the MobileApp.

2.2 How do you apply for Mobile Banking?

- You can apply for Mobile Banking:
  - (A) by telephoning the Contact Centre, the IVR or contacting ADCB Islamic Banking through any other means prescribed by ADCB Islamic Banking from time to time and following any instructions provided by ADCB Islamic Banking;
  - (B) by downloading the MobileApp to your Mobile Device; and/or
  - (C) by completing the relevant Form.
- If you wish to use Mobile Banking via SMS, you must provide ADCB Islamic Banking with your current mobile number in order to apply for Mobile Banking.

2.3 What are the conditions of usage of the MobileApp?

- To log on to the MobileApp, you must enter your Security Information and/or any other information requested by ADCB Islamic Banking and you must accurately fill in the details in the relevant field and upload valid, true and accurate documents, including but not limited to your specimen signature, as per the instructions provided in the MobileApp.

ADCB Islamic Banking will not be responsible for verifying the identity of the party entering the Security Information.

- You must download any updates to the MobileApp as and when they become available.
- You may be automatically logged off the MobileApp if you remain inactive for a particular period of time as prescribed by ADCB Islamic Banking.
- You must not use the MobileApp for any purpose other than to access your Mobile Banking Account and to use Mobile Banking on your Mobile Device.
- Subject to Clause 24 of part 1, ADCB Islamic Banking grants to you a limited, non-exclusive and non-transferable licence to use the MobileApp on your Mobile Device from the moment that you download it to your Mobile Device until terminated in accordance with Clauses 1.10 and 2.11 of this part.

2.4 Can I use FacePass as a valid form of authentication?

- You may opt to use FacePass as a form of authentication for the completion of various financial and non-financial transactions on Mobile Banking such as adding beneficiaries, paying beneficiaries, updating personal information and other transactions as determined by ADCB Islamic Banking in its sole discretion, from time to time.
- The use of FacePass is optional. You may consent and opt-in to use FacePass by turning the feature on or off in the MobileApp. Activation of FacePass will result in FacePass being the sole permitted means of authentication, for the respective transaction, to which the FacePass applies. Other means of authentication, such as OTP shall automatically be deactivated once FacePass has been activated.
- You are eligible to use FacePass if you are, or have been, registered in the UAE National Population Register Program's database, which includes information relating to all nationals, and current and past residents of the UAE.
- You must take all reasonable precautions to keep safe and prevent fraudulent use of your FacePass and your designated Mobile Device from which you access MobileApp or Mobile Banking. You will notify us as soon as possible if you know or suspect that your designated mobile device has been lost or stolen or that any unauthorised transactions have occurred.
- ADCB Islamic Banking will be entitled, at any time, without notice to you or reason, and without responsibility for any Liability on its part, to refuse and restrict your right to use FacePass.
- Your use of FacePass for the authentication of any transaction, as listed above or as otherwise determined by ADCB Islamic Banking, at its sole discretion, from time to time, shall operate as your express authorisation of the transaction and ADCB Islamic Banking shall retain Records relating to your use of such authorisation under Clause 7 of Part 1 (General Terms) of these Terms and Conditions. ADCB Islamic Banking shall not be responsible for any transactions authorised using FacePass, whether or not such transactions were effectuated without your knowledge and authority, or were the result of a fraudulent act, unless such fraudulent act was by ADCB Islamic Banking.
- In addition to other exclusions of Liabilities under these Terms and Conditions, to the fullest extent permitted under Applicable Laws and Shari'ah, you acknowledge that neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability arising out of:

(A) any inability to activate the use of FacePass, including due to a failure of the facial verification functionality to recognise your facial biometrics;

(B) any Unforeseen Circumstances relating to your use of FacePass as a form of authentication;

(C) any error, malfunctions or performance issues functionality relating to your use of FacePass on the Website, including the unavailability of the authentication system, disruption or failure of service or delay in delivery of the authentication service;

(D) any failure by ADCB Islamic Banking to perform any of its obligations under these Terms and Conditions, if such proper performance would result in ADCB Islamic Banking being in breach of any Applicable Laws or ADCB Islamic Banking Policies;

(E) any goods or services acquired using payment authenticated using FacePass, where:

(1) such goods or services are defect or deficiency;

(2) breach, shortcoming or non-performance by a third party results; or

(3) there arises loss or injury including by reason of any mechanical or other malfunction of any such goods or services, any misstatement, misrepresentation, error or omission in any details disclosed by ADCB Islamic Banking arising out of circumstances outside of ADCB Islamic Banking's control;

(F) any refusal or restriction by ADCB Islamic Banking on the authentication of any transaction using FacePass, even where such refusal or restriction causes damage to your credit rating and reputation;

(G) any breach or loss of Confidential Information resulting from your use of FacePass as a mode of authentication; and

(H) any failure or breach by a third-party service provider or termination of the agreement with the third-party service provider that results in an inability to avail of the use of FacePass for authentication.

- You will indemnify and hold harmless ADCB Islamic Banking and its Affiliates against any Liability arising out of:

(A) any breach by you of these Terms and Conditions or the enforcement of ADCB Islamic Banking 's rights (including attorneys' fees and other expenses) hereunder;

(B) ADCB Islamic Banking acting in good faith upon your instructions;

(C) any dispute between you and any third party in connection with your use of FacePass;

(D) your failure to observe the security measures under these Terms and Conditions, or as otherwise instructed to you by ADCB Islamic Banking from time to time;

(E) your failure to verify the beneficiary and amount of the transaction prior to authentication of the transaction using FacePass; and

(F) your negligence, wilful misconduct or fraud.

All such costs and expenses may be debited from or charged to (as the case may be) your Account and will be payable by you. For the avoidance of doubt, your obligations to indemnify ADCB Islamic

Banking and its Affiliates will continue even after you cease to hold an Account.

- Your obligations to ADCB Islamic Banking will not be affected by any dispute, counterclaim or right of set-off between you and any Merchant, bank, financial institution or any other party.

2.5 Can you rely on the accuracy, consistency and security of the MobileApp?

- ADCB Islamic Banking will try to ensure the accuracy, adequacy and completeness of the MobileApp and the MobileApp Information, however:
  - (A) the use of the MobileApp is at your sole risk;
  - (B) the MobileApp and the MobileApp Information are provided on an "as is" and "as available" basis;
  - (C) ADCB Islamic Banking cannot confirm the accuracy, adequacy or completeness of the MobileApp or the MobileApp Information and neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability arising out of any errors or omissions in the MobileApp or the MobileApp Information; and
  - (D) no confirmation, warranty, representation or undertaking of any kind, implied, express or statutory, including in relation to non-infringement of third party rights, title, fitness for a particular purpose and freedom from Virus is given in relation to the MobileApp or the MobileApp Information.

2.6 How do you use Mobile Banking via SMS?

- You can use Mobile Banking via SMS by sending certain keywords to a particular number designated by ADCB Islamic Banking from time to time. For example, to view your Account balance, it might be to send the word "BAL" followed by the last six digits of your Account Number to 2626.
- ADCB Islamic Banking may, from time to time, send you Alerts (which may or may not be related to your Mobile Banking Account), such as notification of a transaction effected on your Mobile Banking Account or the launch of a new ADCB Islamic Banking Offering. You must notify ADCB Islamic Banking if you do not wish to receive these Alerts.

2.7 When will ADCB Islamic Banking send you a Mobile Response?

- Unless ADCB Islamic Banking is prevented from doing so due to Unforeseen Circumstances, ADCB Islamic Banking will endeavour to send you a Mobile Response as soon as reasonably possible, after receiving your Mobile Request.
- ADCB Islamic Banking may, in its sole discretion and without notice to you, decline to send a Mobile Response if it believes that the Mobile Request is unclear or cannot be processed.
- If you are not within the coverage area of the CSP or the areas forming part of the roaming network of such CSP, you may be unable to make Mobile Requests and receive Mobile Responses.

2.8 Will ADCB Islamic Banking use information about your physical location?

- ADCB Islamic Banking will use information about your physical location sent through your Mobile Device when you use certain ADCB Islamic Banking Offerings through Mobile Banking (for example, the service to locate the nearest ADCB Islamic Banking Self-Service Terminal or Branch).

- ADCB Islamic Banking will use information about your physical location sent through your Mobile Device for making delivery of the ADCB Islamic Banking Offering or verifying any information provided by you.
- By using such ADCB Islamic Banking Offerings, you consent to ADCB Islamic Banking and its Affiliates accessing and monitoring your location and disclosing your location to third parties.

2.9 Can your personal information be accessed by ADCB Islamic Banking and its Affiliates if you use Mobile Banking?

- Without prejudice to Clauses 8.3 and 8.4 of part 1, you acknowledge that each Mobile Request and Mobile Response may contain Confidential Information, information on your location and other details of your use of ADCB Islamic Banking Offerings, Additional Products and Services and/or Third Party Offerings. You irrevocably agree to the transfer, access and storage by ADCB Islamic Banking and its Affiliates (and their respective personnel) within the UAE and abroad of such information in relation to your use of Mobile Banking.

2.10 What security measures should you take in relation to Mobile Banking?

- In addition to your obligations under Clause 6 of part 1, you must log out of the MobileApp as soon as you have finished using it and before leaving your Mobile Device unattended.

2.11 What is ADCB Islamic Banking not liable for in relation to Mobile Banking?

- With respect to Mobile Banking, in addition to any other limitation or exclusion of ADCB Islamic Banking's Liability under Clause 1.9 of this part and the rest of these Terms and Conditions, neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability arising from:
  - (A) any loss of any Alerts or Mobile Responses in transmission due to Unforeseen Circumstances; or
  - (B) any unauthorised access by any third party to any Alerts or Mobile Responses.

2.12 Can your access to Mobile Banking be suspended or terminated?

- In addition to its rights under Clause 1.10 of this part, ADCB Islamic Banking may, in its sole discretion and without notice to you, immediately suspend or terminate your access to Mobile Banking if:
  - (A) you cease to hold a Mobile Banking Account; or
  - (B) ADCB Islamic Banking no longer supports the MobileApp on your Mobile Device.

  Upon termination of Mobile Banking, the licence granted to you by ADCB Islamic Banking to use the MobileApp will end and you must delete the MobileApp from your Mobile Device.

2.13 When are Funds Transfers effected via Mobile Banking processed?

- Subject to Clause 2.3 of part 1 and 10.3 of part 2, Funds Transfers that you effect via Mobile Banking will be immediately debited from your Account.

2,14 Can You use SecurePass for authentication of online and Mobile Banking transactions?

- Once enabled by you on your registered Mobile Device you may use SecurePass and SecurePass Pin to authenticate various financial and non-financial transactions on Mobile Banking, such as adding beneficiaries, Funds Transfer, updating personal information, and other transactions as determined by ADCB Islamic Banking in its sole discretion, from time to time. You must take all reasonable precautions to keep safe and prevent fraudulent use of your SecurePass or SecurePass Pin and your designated Mobile Device from which you access MobileApp or Mobile Banking. You will notify us as soon as possible if you know or suspect that your designated Mobile Device has been lost or stolen or compromised or that any unauthorised transactions have occurred.
- ADCB Islamic Banking will be entitled, at any time, without notice to you or reason, and without responsibility for any Liability on its part, to refuse and restrict your right to use SecurePass or switch to FacePass or any other authentication process.
- Your use of SecurePass for the authentication of any transaction, as listed above or as otherwise determined by ADCB Islamic Banking, at its sole discretion, from time to time, shall operate as your express authorisation of the transaction and ADCB Islamic Banking shall retain Records relating to your use of such authorisation under Clause 7 of Part 1 (General Terms) of these Terms and Conditions. ADCB Islamic Banking shall not be responsible for any transactions authorised using SecurePass, whether or not such transactions were effectuated without your knowledge and authority, or were the result of a fraudulent act, unless such fraudulent act was by ADCB Islamic Banking.
- In addition to other exclusions of Liabilities under these Terms and Conditions, to the fullest extent permitted under Applicable Laws, you acknowledge that neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability arising out of:

  (A) any inability to activate the use of SecurePass, including due to a failure of the facial verification functionality to recognise your facial biometrics;

  (B) any Unforeseen Circumstances relating to your use of SecurePass as a form of authentication;

  (C) any error, malfunctions or performance issues functionality relating to your use of SecurePass on the Website,MobileApp, including the unavailability of the authentication system, disruption or failure of service or delay in delivery of the authentication service;

  (D) any failure by ADCB Islamic Banking to perform any of its obligations under these Terms and Conditions, if such proper performance would result in ADCB Islamic Banking being in breach of any Applicable Laws or ADCB Policies;

  (E) any goods or services acquired using payment authenticated using SecurePass, where:

    1. such goods or services are defect or deficiency;
    2. breach, shortcoming or non-performance by a third party results; or
    3. there arises loss or injury including by reason of any mechanical or other malfunction of any such goods or

services, any misstatement, misrepresentation, error or omission in any details disclosed by ADCB Islamic Banking arising out of circumstances outside of ADCB Islamic Banking's control;

(F) any refusal or restriction by ADCB Islamic Banking on the authentication of any transaction using SecurePass, even where such refusal or restriction causes damage to your credit rating and reputation;

(G) any breach or loss of Confidential Information resulting from your use of SecurePass as a mode of authentication;

(H) any failure or breach by a third-party service provider or termination of the agreement with the third-party service provider that results in an inability to avail of the use of SecurePass;

(I) any risk that can be attributable to a third party mobile application or software or any Liability arising due to any third party mobile application or software installed on the Mobile Device.

Your represent warrant and undertake that you (a) shall use SecurePass only for the purpose defined by ADCB Islamic Banking in these ADCB Islamic Banking Consumer Terms and Conditions or any Bank Communication and (b) shall not use SecurePass for any illegal or unauthorized purpose or manner that in any way may impair ADCB Islamic Banking's system or software or cause any kind of obstruction to any other Customer or to ADCB Islamic Banking (c) shall not reverse engineer SecurePass or sublicense or sell it or use it for benefit of third party (d) shall not install any kind of mobile application or use any kind of Mobile Device that may harm or hack the SecurePass or cause any kind of security risk to SecurePass.

3. Al Etihad Payments (AED)

3.1 How can you access and use the AEP?

- You may access the AEP service via the MobileApp, Mobile Banking, Internet Banking, Telephone Banking, Branch, ATM or via an Approved Third Party Payment Channel. Your use of AEP is subject to these Terms and Conditions and AEP Scheme Rules. If you wish to make use of AEP service you may be required to provide the AEP Account Information, to the extent that we do not already hold this information.
- The first Account that you register with the Aani Operator will be the default Account for the AEP service even if you have more than one Account with us. You may change the default Account any time.
- If you have accounts with other UAE banks, linked to the AEP service with the same mobile number, Emirate ID, passport or email address, the first account you register for AEP access will be the default account for the AEP service.
- It is your responsibility to ensure you keep your AEP designated Account in good standing and have the necessary funds in the designated AEP Account.
- Your use of the AEP and your ability to transfer funds is also subject to the status of any beneficiary account. Where the beneficiary account is invalid, blocked or frozen, the relevant AEP transaction will fail.
- Any disputes relating to the use of the AEP will be resolved using the AEP Disputes Management System and in accordance with the Aani

Scheme Rules. When raising a dispute with us, you must include the necessary details related to the dispute, reasons for the claim and attach all supporting documentation so that we can properly respond to the dispute.

- ADCB Islamic Banking is entitled to rely on the instructions received from any Approved Third Party Digital Channel provider (including for avoidance of doubt, the Aani Operator) confirming that you have complied with any transaction authorization procedures established by such Approved Third Party Digital Channel provider. ADCB Islamic Banking is not required to make any investigation or enquiry to verify the validity of any transaction request received via an Approved Third Party Digital Channel provide, including, for the avoidance of doubt, any authorization procedures established by the Aani Operator to use the AEP.
- Your use of the AEP will be governed by these Terms and Conditions and the Aani Scheme Rules.
- Your AEP access will become inactive and your access cancelled if:
  - (A) you do not use the AEP function to transfer to funds during any six (6) month period;
  - (B) you do not keep your registered phone number and email address updated with ADCB Islamic Banking and the Aani Operator; and
  - (C) if you breach the Aani Scheme Rules or these Terms and Conditions;

4. Telephone Banking

4.1 How can you use Telephone Banking?

- You can use Telephone Banking by telephoning the Contact Centre or through the IVR. The services and functions made available by ADCB Islamic Banking through the Contact Centre may vary from those available through the IVR.

4.2 How do you apply for Telephone Banking?

- You can apply for Telephone Banking by contacting ADCB Islamic Banking. You will be asked to confirm certain security information that ADCB Islamic Banking may require.
- If your registration is accepted, ADCB Islamic Banking will then ask you to set up a TPIN or Voice Pass. Depending on the device from which you are calling (e.g. from your registered mobile phone or from another telephone device), either the TPIN and/or Voice Pass will be used to identify you whenever you use Telephone Banking.

4.3 How can you make a Telephone Request?

- You can make a Telephone Request by telephoning the Contact Centre and speaking to a customer service representative, using the IVR service or by any other means allowed by ADCB Islamic Banking from time to time. The means of making a Telephone Request may vary depending on the type of service that you request as well as the availability of that service at any given time.
- You must provide any additional information required by ADCB Islamic Banking, from time to time, to enable ADCB Islamic Banking to provide Telephone Banking.

5. Internet Banking

5.1 How can you use Internet Banking?

- You must visit the Website to access Internet Banking. ADCB Islamic Banking may change the website through which you access Internet Banking without prior notice to you.
- To log on to Internet Banking, you must enter your Security Information and, if applicable, your Secure Key code. ADCB Islamic Banking will not be responsible for verifying the identity of the party entering the Security Information.
- You may be automatically logged off Internet Banking if you remain inactive for a particular period of time as prescribed by ADCB Islamic Banking.

5.2 How do you apply for Internet Banking?

- You can apply for Internet Banking by completing the relevant Form or by contacting ADCB Islamic Banking.

5.3 Can you rely on the accuracy, consistency and security of the Website?

- ADCB Islamic Banking will try to ensure the accuracy, adequacy or completeness of the Website and the Website Information, however:
  - (A) the use of the Website is at your sole risk;
  - (B) the Website and the Website Information are provided on an "as is" and "as available" basis;
  - (C) ADCB Islamic Banking cannot confirm the accuracy, adequacy or completeness of the Website or the Website Information and neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability arising out of any errors or omissions on the Website or in the Website Information;
  - (D) no confirmation, warranty, representation or undertaking of any kind, implied, express or statutory, including in relation to non-infringement of third party rights, title, fitness for a particular purpose and freedom from Virus is given in relation to the Website or the Website Information; and
  - (E) no confirmation, warranty, representation or undertaking of any kind, implied, express or statutory, is given that:
    - (1) the Website will be available and meet your requirements or that access will be uninterrupted;
    - (2) there will be no delays, failures, errors or omissions or loss of transmitted information; or
    - (3) no damage will occur to your computer systems.
- The Website Information has been prepared in accordance with the regulations and laws of the UAE and for the supply of ADCB Islamic Banking Offerings within the UAE.
- The Website and the Website Information is not directed at you if it does not comply with the laws of the jurisdiction from which you are accessing the Website. It is your responsibility to ensure that you are permitted to use Internet Banking by the laws applicable to you.

5.4 What security measures should you take in relation to Internet Banking?

- In addition to your obligations under Clause 6 of part 1, you must:
  - (A) log out of Internet Banking once you have finished using it or before leaving your computer unattended; and
  - (B) not access Internet Banking from any computer connected to a local area network (LAN) or any public internet access device or access point without ensuring that third parties cannot access Internet Banking in your name.

5.5 Can I use FacePass as a valid form of authentication?

- You may opt to use FacePass as a form of authentication for the completion of various financial and non-financial transactions related to your Internet Banking such as adding beneficiaries, paying beneficiaries, updating personal information and other transactions as determined by ADCB Islamic Banking in its sole discretion, from time to time.
- The use of FacePass is optional. You may consent and opt-in to use FacePass by turning the feature on or off in Internet Banking. Activation of FacePass will result in FacePass being the sole permitted means of authentication, for the respective transaction, to which the FacePass applies. Other means of authentication, such as OTP, shall automatically be deactivated once FacePass has been activated.
- You are eligible to use FacePass if you are, or have been, registered in the UAE National Population Register Program's database, which includes information relating to all nationals, and current and past residents of the UAE.
- You must take all reasonable precautions to keep safe and prevent fraudulent use of your Security Information and your electronic device from which you access Internet Banking. You will notify us as soon as possible if you know or suspect that such electronic device has been lost or stolen or that any unauthorised transactions have occurred.
- ADCB Islamic Banking will be entitled, at any time, without notice to you or reason, and without responsibility for any Liability on its part, to refuse and restrict your right to use FacePass.
- Your use of FacePass for the authentication of any transaction, as listed above, shall operate as your express authorisation of the transaction and ADCB Islamic Banking shall retain Records relating to your use of such authorisation under Clause 7 of Part 1 (General Terms) of these Terms and Conditions. ADCB Islamic Banking shall not be responsible for any transactions authorised using FacePass, whether or not such transactions were effectuated without your knowledge and authority, or were the result of a fraudulent act, unless such fraudulent act was by ADCB Islamic Banking.
- In addition to other exclusions of Liabilities under these Terms and Conditions, to the fullest extent permitted under Applicable Laws and Shari'ah, you acknowledge that neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability arising out of:
  - (A) any inability to activate the use of FacePass, including due to a failure of the facial verification functionality to recognise your facial biometrics;
  - (B) any Unforeseen Circumstances relating to your use of FacePass as a form of authentication;

(C) any error, malfunctions or performance issues functionality relating to your use of FacePass on the Website, including the unavailability of the authentication system, disruption or failure of service or delay in delivery of the authentication service;

(D) any failure by ADCB Islamic Banking to perform any of its obligations under these Terms and Conditions, if such proper performance would result in ADCB Islamic Banking being in breach of any Applicable Laws and Shari'ah or ADCB Islamic Banking Policies;

(E) any goods or services acquired using payment authenticated using FacePass, where:

(1) such goods or services are defect or deficiency;

(2) breach, shortcoming or non-performance by a third party results; or

(3) there arises loss or injury including by reason of any mechanical or other malfunction of any such goods or services, any misstatement, misrepresentation, error or omission in any details disclosed by ADCB Islamic Banking arising out of circumstances outside of ADCB Islamic Banking's control;

(F) any refusal or restriction by ADCB Islamic Banking on the authentication of any transaction using FacePass, even where such refusal or restriction causes damage to your credit rating and reputation;

(G) any breach or loss of Confidential Information resulting from your use of FacePass as a mode of authentication; and

(H) any failure or breach by a third-party service provider or termination of the agreement with the third-party service provider that results in an inability to avail of the use of FacePass for authentication.

- You will indemnify and hold harmless ADCB Islamic banking and its Affiliates against any Liability arising out of:

(A) any breach by you of these Terms and Conditions or the enforcement of ADCB Islamic banking's rights (including attorneys' fees and other expenses) hereunder;

(B) ADCB Islamic Banking acting in good faith upon your instructions;

(C) any dispute between you and any third party in connection with your use of FacePass;

(D) your failure to observe the security measures under these Terms and Conditions, or as otherwise instructed to you by ADCB Islamic Banking from time to time;

(E) your failure to verify the beneficiary and amount of the transaction prior to authentication of the transaction using FacePass; and

(F) your negligence, wilful misconduct or fraud.

All such costs and expenses may be debited from or charged to (as the case may be) your Account and will be payable by you. For the avoidance of doubt, your obligations to indemnify ADCB Islamic Banking and its Affiliates will continue even after you cease to hold an Account.

- Your obligations to ADCB Islamic Banking will not be affected by any dispute, counterclaim or right of set-off between you and any Merchant, bank, financial institution or any other party.

5.6 What other restrictions apply in relation to your use of Internet Banking?

- You must not interfere with or damage (or attempt to interfere with or damage) any data or software associated with Internet Banking, including any Secure Key (if applicable).
- You must treat the access rights, documentation, or any other information related to Internet Banking, as strictly private and confidential at all times.
- You must not link any other website to the Website.
- Subject to Clause 2.3 of part 1 and 10.3 of part 3, Funds Transfers that you effect via Internet Banking will be immediately debited from your Account.

6. Approved Third Party Digital Channel

6.1 How can you use an Approved Third Party Digital Channel?

- From time to time ADCB Islamic Banking may make available to you access to certain Approved Third Party Digital Channels. Services and functions in respect of these are only available through the relevant third party mobile applications and to the subscribers of such applications.

6.2 How do you apply for an Approved Third Party Digital Channel?

- If you wish to access one ADCB Islamic Banking's approved Third Party Digital Channels you are required to follow ADCB Islamic Banking's instructions for registration and verification set out on the Website and/or via other channels. This will include providing ADCB Islamic Banking with your current mobile number registered with ADCB Islamic Banking. All such instructions provided from ADCB Islamic Banking shall be binding on you.

6.3 What are the conditions of using the Approved Third Party Digital Channels?

- You acknowledge that any Approved Third Party Digital Channel is owned by a third party not affiliated with ADCB Islamic Banking. You shall at all times comply with the relevant privacy policies, security policies and/or other policies and/or terms and conditions linked to or associated with the relevant Approved Third Party Digital Channel.
- Any communication by you to ADCB Islamic Banking via an Approved Third Party Digital Channel will be treated by ADCB Islamic Banking as a communication authorised by you.
- ADCB Islamic Banking will not be responsible for verifying the identity of the party registering for an Approved Third Party Digital Channel.
- Any communication from ADCB Islamic Banking via an Approved Third Party Digital Channel either:

  (A) initiated by ADCB Islamic Banking;

  (B) in response to a request received from you,

  will be treated by ADCB Islamic Banking as a formal communication to, and validly received by, you.
- If you elect to use an Approved Third Party Digital Channel you authorize ADCB Islamic Banking to provide information to you and

(if relevant) to your Mobile Device(s) based on the Mobile Device's security settings. You acknowledge that the settings on a Mobile Device may allow the Mobile Device to retrieve information about your Account(s) by an unauthorized third party. By electing to use the Approved Third Party Digital Channel, you are responsible for how the Mobile Device is used, including any communication to or from ADCB Islamic Banking.

- If you elect to use an Approved Third Party Digital Channel you authorize ADCB Islamic Banking to provide information about you and your Account(s) to the provider of the Approved Third Party Channel. You acknowledge that the settings on a Mobile Device may allow the Mobile Device to retrieve information about your Account(s) by an unauthorized third party. By electing to use the Approved Third Party Digital Channel, you are responsible for how the Mobile Device is used, including any communication to or from ADCB Islamic Banking.
- You acknowledge and agree that all use of the services via an Approved Third Party Digital Channel is at your sole risk. You assume all risk for the use of an Approved Third Party Digital Channel and that the services provided via such Approved Third Party Digital Channel are provided by ADCB Islamic Banking "as is" and "as available" basis. ADCB Islamic Banking makes no representation or warranty, either express or implied about the availability, quality, accuracy, suitability or otherwise of the services provided. ADCB Islamic Banking expressly disclaims all warranties, either express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, freedom from Virus and non infringement. ADCB Islamic Banking shall not be responsible or liable to you or any third party for the consequences arising out of or in connection with the using of an Approved Third Party Digital Channel.
- ADCB Islamic Banking accepts no liability for any unauthorized communication made to it by a third party using your Mobile Device and/or by gaining access to the Approved Third Party Digital Channel by any other means.

6.4 Can your access to an Approved Third Party Digital Channel be suspended or terminated?

- ADCB Islamic Banking may, in its sole discretion and without notice to you, immediately suspend or terminate your access to an Approved Third Party Digital Channel at any time.

7. Open Finance

A. Open Finance allows you to share your financial information with regulated entities of your choosing so that they can provide services you may find helpful, for example, a consolidated view of all your accounts in one place.

B. If you choose at any point to receive Open Finance Services from ADCB Islamic Banking, the following additional terms shall apply.

7.1 Definitions

- Data Sharing Services: a service request by you for: (i) ADCB Islamic Banking to share Account Information, with TPPs; or (ii) ADCB Islamic Banking to receive your data from a TPP so that ADCB Islamic Banking can provide you with PIS;
- Third-Party Provider ("TPP"): an entity, including another bank, regulated and/or authorized by the Central Bank and/or its subsidiary

Nebras Open Finance LLC that you have chosen to facilitate Open Finance Services;

- Open Finance: the sharing via the Open Finance Platform of your Account Information, and/or the receipt of similar data by ADCB Islamic Banking from TPPs for the purpose of providing you with Open Finance Services;
- Open Finance Platform: a secure intermediary platform operated by Nebras Open Finance LLC, a subsidiary of the Central Bank to facilitate the provision by ADCB Islamic Banking and TPPs of Open Finance to you;
- Open Finance Services: Data Sharing Services and PIS, and any other services related to Open Finance introduced from time to time and selected by you; and
- Payment Initiation Services (PIS): a service request by you for ADCB Islamic Banking to(i) allow TPPs to initiate payments from your account; or (ii) initiate payments from an external account.

7.2 ADCB Islamic Banking shall provide you with Open Finance Services requested by you in accordance with these Terms and Conditions.

7.3 By opting to participate in Open Finance via the ADCB digital banking channels including but not limited to the ADCB Mobile App and Internet Banking, you consent to your Account Information being shared with the TPP(s) of your choosing. All data sharing is subject to your consent.

7.4 Depending on the services you request from TPP(s), Account Information shared by ADCB Islamic Banking with TPP(s) may include account balances, transaction history, credit and income information, identification information (name, Emirates ID, passport information, nationality) and profile information.

7.5 You can manage your participation in Open Finance at any time through the consent management dashboard on the ADCB Mobile App and Internet Banking. If you choose at any time not to receive Open Finance Services, ADCB Islamic Banking will cease sharing your data with all TPP(s), which may affect their ability to provide services to you.

7.6 The manner in which the Bank collects, uses, stores, shares and protects your Personal Data, as well as your rights and obligations with respect to such Personal Data, are explained in detail in the Privacy Statement which can be found in the ADCB Privacy Notice (https://www.adcb.com/en/islamic/tools-resources/adcb-privacy-policy/) Abu Dhabi Commercial Bank - UAE (www.ADCB.com). The terms of the Privacy Notice apply to all Services and may be updated by the ADCB Islamic Banking in accordance with these Terms and Conditions to comply with applicable data protection laws and regulations.

7.7 ADCB Islamic Banking is not responsible for: (i) the Open Finance services provided by TPP(s); (ii) the use of your Account Information by a TPP and/or the Open Finance Platform; (iii)the availability and operation of the Open Finance Platform; or (iv) and aspect of the Open Finance Services not within ADCB's control.

7.8 Any issues arising from your agreement with a TPP and/or the services provided by a TPP should be addressed directly with that provider.

7.9 If there is any dispute between you and a TPP, your obligations to ADCB Islamic Banking will not in any way be affected by such dispute or any opposing claim or right of set-off that you may have against such TPP.

7.10 You must raise any claims, complaints and/or disputes in relation to any Open Finance Services provided by a TPP directly with the relevant TPP.

PART 5
REWARD PROGRAM TERMS

- This part 5 applies to rewards programs introduced by ADCB Islamic Banking from time to time and must be read together with other applicable parts of these Terms and Conditions.
- ADCB Islamic Banking may, in its discretion and from time to time, introduce ADCB Islamic Banking Rewards Programs or Third Party Rewards Programs.

1. ADCB Islamic Banking Rewards Program

1.1 What terms and conditions will govern an ADCB Islamic Banking Rewards Program?

- In addition to these Terms and Conditions, your participation in an ADCB Islamic Banking Rewards Program may be subject to that program's own terms and conditions (which will be made available to you on, or through, the Website or on such other forum specified by ADCB Islamic Banking from time to time). By participating in an ADCB Islamic Banking Rewards Program, you will be deemed to have accepted and agreed to be bound by the terms and conditions applying to that ADCB Islamic Banking Rewards Program. If there is a conflict between the terms and conditions of an ADCB Islamic Banking Rewards Program and any part of these Terms and Conditions, to the extent that such conflict directly relates to the ADCB Islamic Banking Rewards Program, the terms and conditions of that ADCB Islamic Banking Rewards Program will prevail.

1.2 What will be covered in the terms and conditions of an ADCB Islamic Banking Rewards Program?

- Each ADCB Islamic Banking Rewards Program may have its own terms and conditions, which may vary from program to program, but will cover issues such as, but not limited to, eligibility criteria (for membership as well as the transactions to which the program relates), operation of the program and redemption of rewards.

1.3 What can you use an ADCB Islamic Banking Rewards Program for?

- Provided that your membership in the relevant ADCB Islamic Banking Rewards Program is in good standing, and subject to ADCB Islamic Banking's approval, reward points earned under an ADCB Islamic Banking Rewards Program may be redeemed in return for ADCB Islamic Banking Rewards. Details of the ADCB Islamic Banking Rewards available under an ADCB Islamic Banking Rewards Program will be set out on the ADCB Islamic Banking Rewards Online Catalogue.
- Whilst reasonable efforts will be made to ensure that the information contained in the ADCB Islamic Banking Rewards Online Catalogue is correct, neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability for any errors, inaccuracies or omissions appearing therein.
- The redemption of points for an ADCB Islamic Banking Reward may be done either by contacting ADCB Islamic Banking, through Internet Banking or through any other means as prescribed from time to time by ADCB Islamic Banking.

- Upon your enrolment into an ADCB Islamic Banking Rewards Program, a Rewards Account will be established for you. When you redeem reward points under an ADCB Islamic Banking Rewards Program for an ADCB Islamic Banking Reward, the reward points corresponding to the value of the ADCB Islamic Banking Reward will be deducted from your Rewards Account. If you have insufficient points in your Rewards Account for an ADCB Islamic Banking Reward that has been redeemed, ADCB Islamic Banking may, in its sole discretion, suspend delivery of the ADCB Islamic Banking Reward.
- The redemption of ADCB Islamic Banking Rewards is subject to:
  - (A) ADCB Islamic Banking's approval;
  - (B) the availability of the relevant ADCB Islamic Banking Reward at the time the redemption of the reward points is requested; and
  - (C) any terms and conditions imposed by any third party supplier or issuer of the relevant ADCB Islamic Banking Reward.

1.4 What if your ADCB Islamic Banking Reward is received in a damaged or defective condition when you receive it or if you do not receive it at all?

- If your ADCB Islamic Banking Reward is received in a damaged or defective condition, you must notify the supplier of such damage or defect within the number of days stipulated in the supplier's receipt. ADCB Islamic Banking will use reasonable efforts to facilitate your complaint to the supplier and arrange, whenever possible, for an appropriate replacement of the relevant ADCB Islamic Banking Reward, but ADCB Islamic Banking will not be responsible for any Liability for any such damage or defect.

1.5 What is ADCB Islamic Banking not liable for in relation to an ADCB Islamic Banking Rewards Program?

- ADCB Islamic Banking is not, and will not be considered, at any time, as the supplier of any ADCB Islamic Banking Reward provided by a third party, or an agent or representative thereof.
- All ADCB Islamic Banking Rewards provided by a third party will be accepted by you "as is" at your own risk. ADCB Islamic Banking makes no representation and provides no warranty whatsoever, expressed or implied, and undertakes and assumes no responsibility for any Liability whatsoever, in respect of the quality or merchantability of any ADCB Islamic Banking Reward provided by a third party, or the suitability or fitness thereof for any use or purpose.
- Neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability for or otherwise arising out of or in relation to:
  - (A) any amounts payable by you to any third party arising out of the purchase, supply, quality, merchantability, installation, repair, use or otherwise, of an ADCB Islamic Banking Reward;
  - (B) any failure, shortcoming, negligence, breach of statutory or other duty on the part of any supplier, issuer and/or other third party associated in any way, directly or indirectly, with the supply of an ADCB Islamic Banking Reward including any defect in, or damage to, any ADCB Islamic Banking Reward; and/or
  - (C) your possession and use of an ADCB Islamic Banking Reward.

1.6 Are there any Charges under an ADCB Islamic Banking Rewards Program?

- ADCB Islamic Banking reserves the right to introduce Charges in relation to certain features of ADCB Islamic Banking Rewards Programs from time to time. ADCB Islamic Banking will notify you of such Charges before they become applicable.

1.7 Can an ADCB Islamic Banking Rewards Program (or any part thereof) be amended or varied?

- Without prejudice to ADCB Islamic Banking's general right under Clause 5.1 of part 1, ADCB Islamic Banking may from time to time, in its sole discretion, amend and/or vary the features of an ADCB Islamic Banking Rewards Program, as well as the terms and conditions governing that program. Such amendment/variation may involve the following:

  (A) limiting or changing the value or validity of points under an ADCB Islamic Banking Rewards Program and/or the manner of their redemption;

  (B) changing:

    (1) the eligibility criteria for transactions in respect of which reward points may accrue; and/or

    (2) the number of reward points required for the redemption of an ADCB Islamic Banking Reward; and/or

  (C) cancelling any ADCB Islamic Banking Reward and substituting it with another reward of comparable nature and value, as prescribed by ADCB Islamic Banking.

  The rights set out above may diminish the redemption value of the points already earned but you will not have any claim for compensation for any such losses.

- While ADCB Islamic Banking will reasonably endeavour to notify you before amending and/or varying the terms and conditions or features of an ADCB Islamic Banking Rewards Program, it will have the right to do so without notifying you in advance. ADCB Islamic Banking will not be responsible for any Liability arising out of or in relation to any such amendment and/or variation.

1.8 Can your membership in an ADCB Islamic Banking Rewards Program be terminated or suspended?

- ADCB Islamic Banking may in its sole discretion immediately suspend or terminate your membership in an ADCB Islamic Banking Rewards Program at any time. While ADCB Islamic Banking will reasonably endeavour to notify you before suspending or terminating your membership, it will have the right to do so without notifying you in advance if:

  (A) you breach these Terms and Conditions, the terms and conditions of the relevant ADCB Islamic Banking Rewards Program or any applicable provisions in any policy incorporated by reference herein or therein;

  (B) you fail to pay for any outstanding amounts due within the prescribed time set by ADCB Islamic Banking;

  (C) ADCB Islamic Banking suspects or becomes aware of any fraudulent activity; and/or

  (D) for any other valid reason.

2. Third Party Rewards Programs

2.1 What terms and conditions will govern a Third Party Rewards Program?

- An ADCB Affiliate operates a Third Party Rewards Program called the "TouchPoints Program". All Customers are automatically enrolled in the TouchPoints Program. The terms and conditions of the TouchPoints Program, along with the TouchPoints Privacy Policy, are currently available at touchpoints.ae and the TouchPoints Program mobile application is available for download here. If you have any questions about the TouchPoints Program, please reach out to info@touchpoints.ae.
- In addition to these Terms and Conditions, your participation in Third Party Rewards Programs will be subject to that program's own terms and conditions (which will be made available to you on, or through, the Website or on such other forum specified by ADCB Islamic Banking from time to time).
- By participating in a Third Party Rewards Program, you will be deemed to have accepted and agreed to be bound by the terms and conditions applying to that Third Party Rewards Program and you acknowledge and agree that the operator(s) of that Third Party Rewards Program will have the right to vary the terms and conditions of that Third Party Rewards Program at its/their discretion.
- If there is a conflict between the terms and conditions of a Third Party Rewards Program and any part of these Terms and Conditions, to the extent that such conflict directly relates to the Third Party Rewards Program, the terms and conditions of that Third Party Rewards Program will prevail.
- The terms and conditions for Third Party Rewards Programs will be available on, or through, the Website.

2.2 What is ADCB Islamic Banking not liable for in relation to a Third Party Rewards Program?

- ADCB Islamic Banking is not and will not be considered, at any time, as the supplier of any Third Party Reward, or an agent or representative thereof.
- All Third Party Rewards will be accepted by you "as is" at your own risk. ADCB Islamic Banking makes no representation and provides no warranty whatsoever, expressed or implied, and undertakes and assumes no responsibility for any Liability whatsoever, in respect of the quality or merchantability of any Third Party Reward or the suitability or fitness thereof for any use or purpose.
- Neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability for or otherwise arising out of or in relation to:

  (A) any amounts payable by you to any third party arising out of the purchase, supply, quality, merchantability, installation, repair, use or otherwise, of a Third Party Reward;

  (B) any failure, shortcoming, negligence, breach of statutory or other duty on the part of any supplier, issuer and/or other third party associated in any way, directly or indirectly, with the supply of a Third Party Reward including any defect in, or damage to, any Third Party Reward; and/or

  (C) your possession and use of a Third Party Reward.

2.3 Are there any charges under a Third Party Rewards Program?

- ADCB Islamic Banking reserves the right to introduce Charges in relation to certain features of Third Party Rewards Programs from time to time. ADCB Islamic Banking will notify you of such Charges before they become applicable.

2.4 Can a Third Party Rewards Program (or any part thereof) be amended or varied?

- You acknowledge and agree that the operator(s) of a Third Party Rewards Program may from time to time, in its/their sole discretion, amend and/or vary any part or feature of a Third Party Rewards Program, including the terms and conditions applying to the Third Party Rewards Program.
- Any such amendment and/or variation may be beyond the control of ADCB Islamic Banking. While ADCB Islamic Banking will reasonably endeavour to notify you before any such amendment and/or variation, you agree and acknowledge that the operator(s) of the program will have the right to effect such amendment and/or variation without notifying you in advance. ADCB Islamic Banking will not be responsible for any Liability arising out of or in relation to any such amendment and/or variation.

2.5 Can your membership in a Third Party Rewards Program be terminated or suspended?

- ADCB Islamic Banking may in its sole discretion immediately suspend or terminate your membership in a Third Party Rewards Program at any time. While ADCB Islamic Banking will reasonably endeavour to notify you before suspending or terminating your membership, it will have the right to do so without notifying you in advance if:
  - (A) you breach these Terms and Conditions, the terms and conditions of the relevant Third Party Rewards Program or any applicable provisions in any policy incorporated by reference herein or therein;
  - (B) you fail to pay for any outstanding amounts due within the prescribed time set by ADCB Islamic Banking;
  - (C) ADCB Islamic Banking suspects or becomes aware of any fraudulent activity; and/or
  - (D) for any other valid reason.

PART 6
CREDIT CARD TERMS

- This part 6 applies to your Credit Card and must be read together with the General Card Terms in Clause 17 of part 1 and the other applicable parts of these Terms and Conditions and the Credit Card Terms and Conditions.

1. Application of Credit Card Terms

1.1 What terms and conditions apply to the use of a Credit Card?

- The Credit Card Terms (together with other applicable parts of these Terms and Conditions) will govern the use of your Credit Card.
- You must not use your Credit Card for any unlawful purpose, including the purchase of goods or services prohibited by Shari'ah or any Applicable Laws wherever the Credit Card is used. Please note that the card transactions will be declined/rejected in case of Alcoholic drinking places, nightclubs, casinos, betting, racing, musical instruments, tobacco, pork products, weapons, dancing and dating and so on.
- You must not use your Credit Card to commit any act which is against the principles of Shari'ah.
- From time to time, ADCB Islamic Banking may offer Credit Cards (for example, co-branded Credit Cards) which may, in addition to these Terms and Conditions, also be subject to their own supplemental terms including terms and conditions of third parties.

1.2 When and how do the Credit Card Terms apply to you?

- The Credit Card Terms will apply to you when you are issued a Credit Card and you activate and use that Credit Card.
- Your activation and/or use of a Credit Card will constitute binding and conclusive evidence of your confirmation to be bound by these Terms and Conditions (including the Credit Card Terms).

2. Obtaining a Credit Card

2.1 How can you get a Credit Card?

- You can apply for a Credit Card by completing the relevant Form or by contacting ADCB Islamic Banking. ADCB Islamic Banking may also require you to provide certain supporting documents along with your application, including but not limited to proof of your residency in the UAE (such as your residence permit or Emirates ID).
- ADCB Islamic Banking will have the right to approve or reject your application for a Credit Card in its sole discretion, without assuming any obligation or responsibility for any Liability on its part. If your application for a Credit Card is approved, you will be notified that you may collect your Credit Card from a particular Branch or receive it by post or courier at your Address.
- Your Credit Card may be issued to you as "Infinite", "Platinum", "Gold" or "Classic" or such other categories as ADCB Islamic Banking may define from time to time, which will determine the benefits and Specific Features available to you. Details of the benefits and Specific

Features can be found on the Website or on such other forum specified by ADCB Islamic Banking from time to time.

- Your eligibility for a Credit Card is subject to ADCB Islamic Banking's internal evaluation and ADCB Islamic Banking can change the Eligibility Criteria and conditions of use of a Credit Card at any time or decide to replace your Credit Card with a different Credit Card for any reason. If ADCB Islamic Banking decides to change your type of Credit Card and the change results in an increase in Credit Card Charges, you will be given 15 days' prior notice of the change. If the change does not result in an increase in Credit Card Charges, ADCB Islamic Banking will not be obliged to give you any prior notice.

2.2 Can your Credit Card be used for business purposes?

- Your Credit Card is for your personal use and may not be used for business purposes.

3. Credit Card Transactions and Withdrawals

3.1 How are Credit Card Transactions charged to your Credit Card Account?

- ADCB Islamic Banking will open a Credit Card Account to record:
  - (A) all amounts incurred by the use of your Credit Card and all profit and Charges or other costs and liabilities referred to in the Credit Card Terms;
  - (B) any costs incurred by ADCB Islamic Banking in the enforcement of its rights under these Terms and Conditions (including but not limited to legal costs and costs of debt collection); and/or
  - (C) any amounts of any tax or other duty imposed in connection with the use of your Credit Card.
- All your Credit Card Transactions will be charged to your Credit Card Account in the Billing Currency and will be shown in your Statement of Account.
- You will be responsible for all Credit Card Transactions, whether or not processed with your knowledge or with or without your express or implied authority. ADCB Islamic Banking may charge the amount of any Credit Card Transaction shown in the Records or evidenced in accordance with Clause 17.7 of part 1, to your Credit Card Account.

3.2 How do you obtain a Cash Withdrawal with your Credit Card?

- Subject to your Cash Withdrawal Limit, ADCB Islamic Banking may allow you, from time to time and in its sole discretion, to obtain a Cash Withdrawal by the following means:
  - (A) presenting your Credit Card at any Branch or at any member institution of the Card Scheme Provider or at other participating venues, together with evidence of your identity and your signature of the necessary transaction record; and/or
  - (B) subject to the applicable withdrawal limits referred to in Clause 17.8 of part 1, using your Credit Card at any ATM of ADCB Islamic Banking or any other bank or institution which accepts your Credit Card.

  Any cash withdrawals will be subject to verification by ADCB Islamic Banking. The amount so verified by ADCB Islamic Banking will be deemed to be the correct amount of the withdrawal.

- Cash Withdrawal will be subject to a Cash Withdrawal Charge, at the rate specified in the Schedule of Fees.
- The Cash Withdrawal Limit may be lower than your Credit Limit.

3.3 Can you make a Balance Transfer?

- ADCB Islamic Banking may in its sole discretion permit you to make a Balance Transfer if this benefit is available under your Credit Card.

3.4 How can you effect Credit Card Transactions?

- In addition to the uses set out in Clause 17 of part 1, you can use your Credit Card to purchase goods and services via the internet, by telephone, by mail order, or by any other means allowed by ADCB Islamic Banking from time to time.

4. Credit Limits

4.1 How will ADCB Islamic Banking determine your Credit Limit?

- ADCB Islamic Banking will provide you with a Credit Limit in respect of your Credit Card depending on ADCB Islamic Banking's internal evaluation of your application. ADCB Islamic Banking will be entitled to determine the Credit Limit in its sole discretion.

4.2 Can ADCB Islamic Banking change your Credit Limit?

- ADCB Islamic Banking will have the right to increase your Credit Limit after obtaining your consent and can decrease or cancel your Credit Limit at any time and with immediate effect. If this occurs, ADCB Islamic Banking will notify you as soon as reasonably possible of this change.

4.3 How do Supplementary Cardholder(s) affect your Credit Limit?

- If there are any Supplementary Cards issued on your Credit Card Account, you can choose to either share your full Card Limit with the Supplementary Cardholder(s) or to apply a separate spending limit to each Supplementary Cardholder. Your Card Limit, as Primary Cardholder, is inclusive of the spending limit that you apply to any Supplementary Cardholder.

5. ADCB Islamic Banking's Rights

5.1 How can ADCB Islamic Banking exercise its Right of Set-off under the Credit Card Terms?

- In addition to any other rights available to ADCB Islamic Banking under Clauses 10.3 of part 1 and this part, ADCB Islamic Banking may exercise its Right of Set-Off:
  - (A) if you owe ADCB Islamic Banking any amounts for another Account that you hold (whether jointly or individually); or
  - (B) for any other reason or cause that ADCB Islamic Banking may deem fit in its sole discretion.

6. Cancellation

6.1 What are your liabilities and obligations prior to, or upon, cancellation of your Credit Card?

- If you notify ADCB Islamic Banking that you wish to cancel your Credit Card, you must pay the Total Outstanding and any other outstanding

liabilities on your Credit Card Account as a pre-condition to such cancellation.

- The Total Outstanding, and any other outstanding liabilities on your Credit Card Account will become immediately due and payable once ADCB Islamic Banking has cancelled your Credit Card or closed the Accounts linked to your Credit Card.
- In the event that any Security is held by ADCB Islamic Banking as this part, ADCB Islamic Banking reserves the right to retain such Security for a period of at least 45 days from the cancellation of your Credit Card.

7. Benefits

7.1 Important information about your Credit Card benefits

- ADCB Islamic Banking reserves the right to refuse to grant you a benefit without giving any reason.
- Where applicable, ADCB Islamic Banking may require you to meet the applicable Eligibility Criteria before offering a benefit. The Records will be conclusive evidence in respect of whether or not you have met the Eligibility Criteria for a benefit.
- The benefits will not be offered if:
  - (A) your Credit Card Account is not in good standing in the opinion of ADCB Islamic Banking (e.g. there are overdue balances on your Credit Card Account);
  - (B) you are in breach of these Terms and Conditions; or
  - (C) there is any other reason, which, in ADCB Islamic Banking's sole discretion, should result in the denial or cancellation of the benefit to you.
- At any time, and with the required prior notice as per regulations, and without responsibility for any Liability on its part in any manner whatsoever, ADCB Islamic Banking will be entitled to:
  - (A) terminate, cancel and/or vary the benefits or their features;
  - (B) withdraw, modify or limit the value of the Credit Card Transactions that will be required to earn benefits, if applicable; and/or
  - (C) withdraw, modify or limit the Merchants, service providers or travel agents that are designated to provide the benefits.
- Balance Transfers, PayOrder, Personal Payment Plan and FlexiPay are some of the benefits which may be made available to you. The terms and conditions of these benefits are set out in Clauses 7.3 to 7.9 of this part.

7.2 Who can use the benefits?

- Benefits may only be used by you or by Supplementary Cardholders for personal use only. Any other use of the benefits including for business or commercial purposes is not permitted.
- You will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from any Liability arising out of your misuse of the benefits and you will be liable to refund the benefit or the cost of the benefit to ADCB Islamic Banking.

Balance Transfer

7.3 How can you get a Balance Transfer?

- A Balance Transfer may be offered to you and permitted in ADCB Islamic Banking's sole discretion, provided that you meet the applicable Eligibility Criteria. You can apply for a Balance Transfer by completing the relevant Form.
- The Balance Transfer Amount will be subject to a minimum amount as may be determined by ADCB Islamic Banking from time to time.
- ADCB Islamic Banking may at any time and by notice to you cancel its commitment to make available a Balance Transfer or to reduce the Balance Transfer Amount.
- A Balance Transfer, if granted by ADCB Islamic Banking, will be made by way of charging the Balance Transfer Amount to your Credit Card Account and disbursement by ADCB Islamic Banking of the Balance Transfer Amount by way of a bank transfer to your existing third party bank(s) and a Bank Communication will be sent to your Address.
- You can prepay the outstanding amount under the Balance Transfer, in a single payment but you need to request ADCB Islamic Banking through the Contact Centre for closure of your Balance Transfer after making such prepayment. If you fail to request ADCB Islamic Banking about closure of your Balance Transfer after making the prepayment, your Balance Transfer will continue as it is, and the amount paid by you in your Credit Card Account shall be considered a regular deposit, in your Credit Card Account, which shall be adjusted in accordance with the payment allocation mentioned in your Statement of Account.

7.4 What is ADCB Islamic Banking not liable for in relation to a Balance Transfer?

- Neither ADCB Islamic Banking nor its Affiliates will be responsible for any Liability resulting from the late payment of the Balance Transfer Amount to your existing third party bank(s). If you have existing payment obligations you must continue to honour them until you receive confirmation from ADCB Islamic Banking that the Balance Transfer has been completed.

Additional Benefits and Specific Features

7.5 Are there any other benefits and features that may come with your Credit Card?

- Subject to your fulfilment of the applicable Eligibility Criteria, your Credit Card may come with Specific Features, such as participation in an ADCB Islamic Banking Rewards Program or in a Third Party Rewards Program or such other benefits and/or features as may be available under your Credit Card from time to time. Such Specific Features may, in addition to these Terms and Conditions, also be subject to their own terms and conditions. Details about these Specific Features will be available on the Website. ADCB Islamic Banking may from time to time, in its sole discretion, amend and/or vary the Specific Features, and will have the right to do so without notifying you in advance.

7.6 Does your Credit Card come with any takaful coverage?

- You may be provided with takaful coverage such as the "Credit Shield" or the "Family Protector Plus" policies as an optional benefit with your Credit Card, depending on the features available with it. Such takaful coverage will be subject to its own terms and conditions. The features and the applicable terms and conditions of these takaful policies will be available on the Website.
- To the extent that the takaful coverage will be made available through a third party insurer, you agree that any claim you may have under such takaful policy will be against that insurer not ADCB Islamic Banking, and that ADCB Islamic Banking will not be a party to any such claim.

7.7 PayOrder

The following terms and conditions are applicable to this section:

- "Payorder facility" means the facility, if approved by the Bank, made available to the Cardholder through which he can make a pay order or a demand draft over the telephone and have it delivered to any beneficiary's address via courier service.
- "Payorder Amount" means the amount of the Payorder facility that is used by the Cardholder which shall in no case be more than the Card Limit of the Cardholder.
- "Payorder Date" means the date on which the Payorder facility is used.
- "Payorder Fee" means the fee as mentioned in the Price Guide that is payable by the Cardholder upon the use of this facility.
- The Payorder facility will be offered at the Bank's sole discretion, to Cardholders provided they meet the eligibility criteria determined by the Bank from time to time for this facility.
- The Bank shall grant the Payorder facility at its sole discretion and reserves the right to refuse to grant a Payorder facility without revealing the reasons for such refusal. The Bank may by notice to the Cardholder cancel its commitment to make available a Payorder facility or reduce the amount of the Payorder facility being made available to the Cardholder.
- The Payorder Amount shall be determined by the Bank in its sole discretion, subject to a minimum of UAE Dirhams one thousand (AED 1,000) or such other amount as may be determined by the Bank from time to time.
- The Payorder facility shall operate by way of debit to the Card Account of the Cardholder of the Payorder Amount and disbursal by the Bank of the Payorder Amount by way of a pay order or a demand draft drawn in the name of the beneficiary (the beneficiary may be the Cardholder himself) and sent to the beneficiary's address as provided for by the Cardholder via courier service.
- The Payorder facility can be availed of by the Cardholder by simply calling the Bank's call center. After initial verification of the Cardholder by the call center agent the Cardholder will provide the details of the beneficiary of the pay order/demand draft including his name and address along with the Payorder Amount to be availed of and will inform the call center agent whether a pay order or a demand draft is required.
- The Payorder facility shall only be made available for issuance of pay orders/demand drafts for Sharia compliant and lawful purposes and the Payorder facility shall not be made available in cases where

it is intended to be used for Sharia repugnant and unlawful activities including but not limited to payments in relation to unlawful goods and services such as of pork, alcohol or any payments in the nature of interest to any financial institution or any other entity or person.

- Details of profit rates, the term of the PayOrder facility and all other Charges applicable to the PayOrder Facility will be communicated and agreed with the Cardholder at the time of your application.
- The Cardholder may prepay the outstanding amount under the PayOrder facility, in a single payment but the Cardholder needs to request ADCB Islamic Banking through the Contact Centre for closure of the PayOrder facility after making such prepayment. Failure to request ADCB Islamic Banking about closure of the PayOrder facility after making the prepayment, the PayOrder facility will continue as it is, and the amount paid by the Cardholder in the Credit Card Account shall be considered a regular deposit, in the Credit Card Account, which shall be adjusted in accordance with the payment allocation mentioned in the Statement of Account.

7.8 Personal Payment Plan

- What is the Personal Payment Plan?

  The "Personal Payment Plan" is a payment plan offered by ADCB Islamic Banking to a Credit Cardholder to enable the payment of the value of particular Credit Card Transaction excluding the Cash Advance, in equal monthly instalments.

- How can you use the Personal Payment Plan?

  The Personal Payment Plan can be used for any one or more Credit Card Transactions with a value of AED 500 or more, or such other value threshold prescribed by ADCB Islamic Banking from time to time.

  You may use the Personal Payment Plan after effecting a Credit Card Transaction by making a request via Internet Banking, Telephone Banking or any other means permitted by ADCB Islamic Banking from time to time, to apply the Personal Payment Plan to that Credit Card Transaction. The terms of the Personal Payment Plan (such as the details of the monthly instalments) will be communicated and agreed with you at the time of your request.

  ADCB Islamic Banking may, in its sole discretion, approve or reject your request for the application of the Personal Payment Plan to a Credit Card Transaction. ADCB Islamic Banking may also, by notice to you, cancel its commitment to apply the Personal Payment Plan to a Credit Card Transaction or to reduce the amount of the Credit Card Transaction, to which the Personal Payment Plan would apply.

- What are your payment obligations in relation to the Personal Payment Plan?

  You must repay the value of any Credit Card Transaction to which the Personal Payment Plan has been applied in accordance with the Credit Card Terms & Conditions with any specific Charges applicable to the Personal Payment Plan.

  If you fail to pay two consecutive monthly instalments under the Personal Payment Plan, in addition to any other rights that ADCB Islamic Banking may have under these Terms and Conditions, ADCB Islamic Banking may cancel the Personal Payment Plan and demand the entire outstanding amount under it to be immediately due and payable, together with any applicable Charges.

- Can you make prepayments in relation to the Personal Payment Plan?

  You can prepay the outstanding amount under the Personal Payment Plan, in a single payment but you need to request ADCB Islamic Banking for closure of your Personal Payment Plan after making such prepayment.

  If you fail to request ADCB Islamic Banking about closure of your Personal Payment Plan after making the prepayment, your Personal Payment Plan will continue as it is, and the amount paid by you in your Credit Card Account shall be considered a regular deposit ,in your Credit Card Account, which shall be adjusted in accordance with the payment allocation mentioned in your Statement of Account.

- What if you receive any refunds for any goods purchased under the Personal Payment Plan?

  If you receive any refund in relation to a Credit Card Transaction to which the Personal Payment Plan has been applied (for example, if you return the goods purchased), such refund will be applied towards the Total Outstanding.

  Any refunds received by you will not terminate or reduce your obligations in relation to the Personal Payment Plan. You must make a separate request to ADCB Islamic Banking if you wish to terminate the Personal Payment Plan in respect of a refunded Credit Card Transaction.

- How will you be billed in relation to the Personal Payment Plan?

  Your Statement of Account will show any Credit Card Transactions to which the Personal Payment Plan has been applied. It will also show the total monthly payment instalments under the Personal Payment Plan and the number of outstanding monthly instalments.

7.9 FlexiPay

- What is FlexiPay?

  The "FlexiPay" is a payment plan offered by ADCB Islamic Banking to a Credit Cardholder to enable the payment of full or partial Retail Transactions Outstanding Balance in equal monthly instalments in a Shari'ah compliant manner.

- How can you use the FlexiPay?

  The FlexiPay can be used for Retail Transactions Outstanding Balance with a value of AED 500 or more, or such other value threshold prescribed by ADCB Islamic Banking from time to time.

  You may use the FlexiPay after effecting a Credit Card Transaction by making a request, via Internet Banking, Telephone Banking or any other means permitted by ADCB Islamic Banking from time to time, to apply the FlexiPay to the Retail Transactions Outstanding Balance as opted by you. The terms of the FlexiPay (such as the details of the monthly instalments) will be communicated and agreed with you at the time of your request.

  ADCB Islamic Banking may, in its sole discretion, approve or reject your request for the application of the FlexiPay to the Retail Transactions Outstanding Balance. ADCB Islamic Banking may also, by notice to you, cancel its commitment to apply the FlexiPay to the Retail Transactions Outstanding Balance or reduce the amount of the Retail Transactions Outstanding Balance to which the FlexiPay would apply.

  If the Credit Cardholder places a FlexiPay request and subsequently makes a part or full payment of the Retail Transactions Outstanding

Balance, for which the FlexiPay request has been made, only the amount for which the ADCB Islamic Banking has not received the payment, on the day of the FlexiPay conversion as per the Records, shall be converted to the FlexiPay.

- What are your payment obligations in relation to the FlexiPay?

  You must pay the value of the Retail Transactions Outstanding Balance, to which the FlexiPay has been applied in accordance with the Credit Card Terms and Conditions together with any specific Charges applicable to the FlexiPay.

  If you fail to pay two consecutive monthly instalments under the FlexiPay, in addition to any other rights that ADCB Islamic Banking may have under these Terms and Conditions, ADCB Islamic Banking may cancel the FlexiPay and demand the entire outstanding amount under it to be immediately due and payable.

- Can you make prepayments in relation to the FlexiPay?

  You can prepay the outstanding amount under the FlexiPay, in a single payment but you need to request ADCB Islamic Banking for closure of your FlexiPay after making such prepayment.

  If you fail to request ADCB Islamic Banking about closure of your FlexiPay after the making the prepayment, your FlexiPay will continue as it is, and the amount paid by you in your Credit Card Account shall be considered as a regular deposit, in your Credit Card Account, which shall be adjusted in accordance with the payment allocation mentioned in your Statement of Account.

- What if you receive any refunds for any goods purchased under the FlexiPay?

  If you receive any refund in relation to a Credit Card Transaction to which the FlexiPay has been applied (for example, if you return the goods purchased), such refund will be applied towards the Total Outstanding.

  Any refunds received by you will not terminate or reduce your obligations in relation to the FlexiPay. You must make a separate request to ADCB Islamic Banking if you wish to terminate the FlexiPay in respect of a refunded Credit Card Transaction or any amount under the Retail Transactions Outstanding Balance.

- How will you be billed in relation to the FlexiPay?

  Your Statement of Account will show any Retail Transactions Outstanding Balance to which the FlexiPay has been applied. It will also show the total monthly payment instalments under the FlexiPay and the number of outstanding monthly instalments.

8. Can you defer your Credit Card payments?

- You can request for a Payment Deferral by notifying ADCB Islamic Banking at least five Business Days in advance of the issue of your Statement of Account.
- In order to be eligible to request a Payment Deferral, your Credit Card (A) should be active and not blocked, (B) should not exceed the Credit Limit, (C) should have completed minimum of six (6) months from the date of issue, and (D) you should not have defaulted on any other Finance or ADCB Offering (as defined in ADCB Consumer Banking Terms and Conditions). ADCB Islamic Banking may, in its sole discretion change the eligibility criteria stated above by updating the Website and that will supersede the criteria mentioned here.

- If your request for a Payment Deferral is approved by ADCB Islamic Banking, the deferment period will not exceed more than one (1) month at a time and the Payment Deferral can be availed only once in six (6) months with maximum of two (2) Payment Deferral in 12 months.
- ADCB Islamic Banking may approve or reject your request for a Payment Deferral in its sole discretion.
- You will continue to receive the Statement of Account via email or through post during Payment Deferral period; however, the Minimum Payment Due payable on the Credit Card will be AED 0. This information will also be available on the Internet Banking and Mobile Banking.
- You will not be charged for non-payment of the Minimum Payment Due during the Payment Deferral period. However, Murabaha Profit and/or any Charges applicable to the Payment Deferral period will remain due and be payable following the Payment Deferral period.
- Any Balance Transfer, Pay Order Facility, FelxiPay or the PPP instalment amount falling on the same month of such period, will be deferred to the following month's Statement of Account and will become part of the Total Outstanding.
- You can avail the Payment Deferral even if you have provided standing Instruction to ADCB Islamic Banking to make payments to their Credit Card Account. The standing instruction will be temporarily deactivated during the Payment Deferral and shall reactivate automatically at the end of the Payment Deferral, without any fresh consent from you. You must ensure that the account from which the standing instruction payment will be debited will have sufficient funds at all times, otherwise you may become liable under Clause 3 of Part C (Murabaha Terms and Conditions) of the Credit Card Terms and Conditions.
- Credit Shield fee will continue to be levied during Payment Deferral and the takaful cover would continue, as per the terms and conditions of the Credit Shield program.
- Upon the completion of the Payment Deferral, you will be bound to make the payments on the Payment Due Date, to maintain your Credit Card in good standing. Any subsequent default in payment post Payment Deferral will create an obligation to pay the Donation Amount pursuant to the terms of Credit Card documentation.
- A Credit Card payment will not be treated as fully repaid until all payments relating to Payment Deferral and other payments have been repaid in full in addition to all payable profit and Charges.
- From time to time, ADCB Islamic Banking may, in its sole discretion offer promotional deferrals to Customers, depending on the profile of the Customer. Such promotional deferrals may be subject to their own terms and conditions, which will supplement these Terms and Conditions. Your acceptance of and/or participation in such promotional deferral offer will constitute your acceptance and agreement to be bound by any such supplemental terms and conditions.
- If Murabaha Profit is deferred for any reason, such Murabaha Profit will be included in the Total Outstanding. You acknowledge and agree that, by requesting or taking a Payment Deferral, all other Terms and Conditions remain unaffected.

PART 7
GENERAL FINANCE TERMS

- This part 7 contains the common terms applicable to any Finance that you apply for and must be read together with the other applicable parts of these Terms and Conditions and the Product Specific Terms of which the Applicatoin Form relates.

1. Application

1.1 How and when do the Finance Terms apply to you?

- By submitting an Application Form (whether physically, electronically or otherwise) you agree to be bound by these Terms and Conditions, including in particular the General Finance Terms and the relevant Product Specific Terms to which the Application Form relates.
- Your receipt and the disbursal under a Contract constitutes binding and conclusive evidence of, and shall be deemed to be further confirmation of, your acceptance of, and agreement to be bound by, these Terms and Conditions, including in particular, the Finance Terms and any Finance Advice issued in that regard notwithstanding that the terms of the Application Form are not identical to those confirmed by ADCB Islamic Banking in the Finance Advice.
- To the extent that any of the Product Specific Terms conflict with the General Finance Terms, the Product Specific Terms will prevail.
- To the extent that the terms of the Application Form conflict with or differ from the Finance Advice, any Approval Letter, the General Finance Terms or the Product Specific Terms, the terms of the Product Specific Terms, General Finance Terms, Finance Advice, Approval Letter (as applicable) shall prevail.

1.2 How do you apply for Finance?

- You can apply for Finance by using the relevant Application Form or by contacting ADCB Islamic Banking. ADCB Islamic Banking may also require you to provide certain supporting documents along with the Application Form, including but not limited to proof of your residence in the UAE (such as your residence permit and Emirates ID).
- ADCB Islamic Banking will have the right to approve or reject the Application Form in its sole discretion without assuming any obligation or responsibility for any Liability on its part. If your Application Form is approved and the disbursement made under a Contract, a Finance Advice will be sent to you by post or courier to your Address, or by any other method of electronic communication approved by ADCB Islamic Banking from time to time, including email, fax, SMS, telephone, secure messaging or via Electronic Banking.

1.3 What if you are an Abu Dhabi Commercial Bank PJSCemployee?

- Abu Dhabi Commercial Bank PJSC may, in its sole discretion, offer staff members and employees preferential rates and terms from time to time. If you are a staff member or an employee of Abu Dhabi Commercial Bank PJSC at the time of obtaining Finance, you acknowledge and agree that Abu Dhabi Commercial Bank PJSC will be entitled to vary such preferential rates and terms as it may in its sole discretion deem fit upon you ceasing to be a staff member or employee of Abu Dhabi Commercial Bank PJSC.

2. Cancellation of Commitment

- ADCB Islamic Banking subject to these General Finance Terms, Terms and Conditions, Product Specific Terms may, at any time prior to disbursal under a Contract, cancel its commitment to make available Finance, reduce the amount of Finance stated in the Application Form or delay disbursal in any of the following circumstances:
  - (A) there is a material or adverse change in your circumstances since you completed the Application Form, or any of the information or financial details given in support of the Application Form is or becomes inaccurate;
  - (B) ADCB Islamic Banking has not completed enquiries about you to its satisfaction or its enquiries reveal information about you that is not to its satisfaction;
  - (C) ADCB Islamic Banking discovers any adverse information that is relevant to ADCB Islamic Banking's decision to grant you Finance;
  - (D) ADCB Islamic Banking is of the view in its sole discretion that you will be unable to comply with any of its instructions or to register any required Security (if applicable);
  - (E) ADCB Islamic Banking determines in its sole discretion that there are restrictions under Applicable Laws and Shari'ah to granting you Finance;
  - (F) any of these Terms and Conditions, the Finance Advice and/or any other conditions for approval are not in ADCB Islamic Banking's sole discretion fulfilled or not capable of being fulfilled; and/or
  - (G) any other reason.
- You may, at any time prior to disbursal, request that ADCB Islamic Banking cancel Finance, subject to you being liable for any applicable Charges (if applicable).

3. Provision and use of Finance

3.1 How and when will you receive Finance?

- Subject to Clause 2 of this part, ADCB Islamic Banking may disburse the amount of the Finance by way of bank transfer into the relevant Disbursement Account, or (depending on the type of Finance and on what has been agreed with ADCB Islamic Banking) by way of a banker's cheque, upon:
  - (A) receipt by ADCB Islamic Banking of all confirmations, documentation, information and requirements requested by ADCB Islamic Banking in the form and substance satisfactory to ADCB Islamic Banking (as may be prescribed in these Terms and Conditions, the Application Form, the Product Specific Terms and/or as otherwise advised by ADCB Islamic Banking from time to time), which may include but are not limited to:
    - (1) a letter from your employer pursuant to which your employer undertakes to transfer your monthly salary and end of service gratuity and the Assigned Salary to ADCB Islamic Banking until full payment of the Finance ("Salary Assignment Letter" or "Income Assignment Letter");
    - (2) an irrevocable standing payment order to effect payment of the amounts of the monthly payment Instalments on their due date;

(3) in the event the Finance is granted against a personal or corporate guarantee, a personal or corporate guarantee in a form acceptable to ADCB Islamic Banking and signed by the guarantor(s); and/or

(4) if the Finance is secured by Security, evidence that the required Security in favour of ADCB Islamic Banking has been duly created and perfected (including registration, if required);

(B) receipt by ADCB Islamic Banking of any security cheques as requested by ADCB Islamic Banking in accordance with Clause 9.2 of this part;

(C) payment to ADCB Islamic Banking of all Charges applicable on or before disbursal of the Finance;

(D) evidence of the opening of a Current Account in your name; and/or

(E) any other document or Security required by ADCB Islamic Banking.

- Unless the requirements described in the preceding paragraph are received by ADCB Islamic Banking within 30 days of the date of the Application Form, your request for Finance will be deemed to have expired unless otherwise agreed by ADCB Islamic Banking.
- In addition, ADCB Islamic Banking will only be obliged to disburse under the Contract if, on the date of disbursal:

  (A) the representations, warranties and undertakings in Clause 9 of this part are true and accurate; and

  (B) in ADCB Islamic Banking's reasonable opinion there is no Termination Event or potential circumstances that may result in a Termination Event.

3.2 Are there are any restrictions on the use of Finance?

- You can only use Finance for the purposes set out in your Application Form, as may be varied as set out in a Finance Advice.

4. Donation Amount for Late Payments

4.1 What can ADCB Islamic Banking do if you fail to settle the Finance, a payment Instalment, Murabaha Profit or Charges when due?

- If any amount is not received by ADCB Islamic Banking on its due date, ADCB Islamic Banking may, in addition to any rights it may have under Clauses 10.3 of part 1 and 10.2 of this part, use any Security or the proceeds raised from such Security held by ADCB Islamic Banking in respect of any Finance that you have taken out to fund the payment of your obligations under the relevant Contract.
- You will be required to pay the Donation Amount for Late Payment in case of delay in any instalment or any other payment obligation under the Terms and Conditions of Credit Card. Donation Amount for Late Payment will be calculated by ADCB Islamic Banking on a daily basis in accordance with Schedule of Fees for the period in which the relevant amount remains unpaid and shall be payable by you on demand.
- Donation Amount for Late Payment will be collected by ADCB Islamic Banking and channelized to charity after deducting the actual cost incurred by the ADCB Islamic Banking under the supervision of Internal Shari'ah Supervision Committee.

- For application of the Donation Amount for Late Payment, you will be considered a procrastinator by ADCB Islamic Banking unless you prove the contrary.
- Any action taken against you by ADCB Islamic Banking will be without prejudice to any rights that ADCB Islamic Banking may have against any of your guarantors and its rights to contact your employer for the recovery of any debt.

5. Other Charges and Costs

5.1 What other charges and costs may you be subject to?

- In addition to any other rights ADCB Islamic Banking may have, you will be liable to pay on demand all of ADCB Islamic Banking's costs, fees and expenses (including legal expenses and any applicable Charges imposed by ADCB Islamic Banking) in connection with the Finance, including but not limited to ADCB Islamic Banking's enforcement expenses in connection with Finance and/or Security.
- You will indemnify and hold harmless ADCB Islamic Banking and its Affiliates from and against all Liability incurred by ADCB Islamic Banking in connection with Finance and/or the Security.

6. Security and Salary Assignment or Income Assignment

6.1 When might you be required to provide ADCB Islamic Banking with Security?

- As a condition to granting you Finance, you may be required by ADCB Islamic Banking, in its sole discretion, to provide certain Security or others to provide Security as security for the performance of your obligation to settle the Finance. If so required, you must:
  - (A) provide ADCB Islamic Banking with such Security as ADCB Islamic Banking may request in a form and substance satisfactory to ADCB Islamic Banking; and
  - (B) maintain or cause to be maintained in full force and effect all Security given to ADCB Islamic Banking to secure the settlement of the Finance and all other amounts payable in relation thereto until full payment thereof to ADCB Islamic Banking.
- You must comply with all of your obligations under any Security provided by you to ADCB Islamic Banking and, where necessary, procure that any third parties fully comply with such obligations.

6.2 When might ADCB Islamic Banking require you to provide cheques as Security?

- As a condition to granting you the Finance, you may be required by ADCB Islamic Banking, in its sole discretion, to provide dated or undated security cheques for the value of the Principal Amount plus a proportion of Murabaha Profit (not exceeding 120 per cent. of the value of the Finance or such other limit permitted under Applicable Laws) for the purposes of payment of any amount outstanding under a Contract.
- You authorise ADCB Islamic Banking to date and present these cheques for payment and utilise the proceeds towards payment of any amount outstanding under the Finance in the order set out in this part.

6.3 What are the consequences of providing a security cheque?

- You may incur civil or criminal liability if a security cheque is not honoured. If you do not understand the consequences, please seek independent legal advice before agreeing to these Terms and Conditions. ADCB Islamic Banking reserves the right to bring any action against you as permitted by Applicable Laws and Shari'ah if such a cheque is not honoured.

6.4 When might ADCB Islamic Banking require you to provide a salary assignment or income assignment?

- As a condition to granting you the Finance, you may be required by ADCB Islamic Banking, in its sole discretion, to assign to ADCB Islamic Banking all your rights, title and interest in your Assigned Salary.
- When required to do so at any time, you hereby agree and undertake to assign in favour of ADCB Islamic Banking all of your right, title and interest in the Assigned Salary. You agree that such assignment will continue to be in effect until ADCB Islamic Banking issues a written confirmation to your employer that the assignment has been released by ADCB Islamic Banking. Pursuant to such assignment you undertake to:
  - (A) deposit your monthly salary and other regular income into a Settlement Account which must be a Current Account which you maintain with ADCB Islamic Banking or an account with a bank or financial institution acceptable to ADCB Islamic Banking (only in case of the Retail Business Finance);
  - (B) take steps to ensure that your employer transfers your Assigned Salary to your Settlement Account, including but not limited to, providing to ADCB Islamic Banking the Salary Assignment Letter or the Income Assignment Letter (as applicable); and
  - (C) not create any Security over your Assigned Salary or Settlement Account.
- If you receive your Assigned Salary and/or salary advances in your Settlement Account, ADCB Islamic Banking may in its sole discretion apply it/them to prepayments to any amounts outstanding under the Finance, or debit future monthly Instalments from your Settlement Account, in which case the number of Instalments shall correspond to the number of months' salary received in advance. For example, if you receive an advance of three months' salary, ADCB Islamic Banking will be entitled to debit the next three monthly instalments.
- If you change your employer, you agree and undertake to notify ADCB Islamic Banking in advance of the change. If your employment status changes, ADCB Islamic Banking will have the right to declare the Finance immediately due and payable in full. Notwithstanding this right, ADCB Islamic Banking may, in its sole discretion, elect not to exercise this right if you provide a letter (in a form and substance acceptable to ADCB Islamic Banking in its sole discretion) agreeing to transfer your Assigned Salary from your new employer to ADCB Islamic Banking or on such other conditions as ADCB Islamic Banking may specify.

7. Settlement Account

7.1 What are your obligations regarding the Settlement Account?

- You must:
  - (A) open and maintain during the term of the Finance, a Settlement Account; and

(B) maintain during the term of Finance, a credit balance in your Settlement Account which is at least sufficient to pay the next monthly Instalment (including Murabaha Profit under the Finance.

8. Your Representations, Warranties and Undertakings

- You represent and warrant to ADCB Islamic Banking on the date on which the Finance Terms apply, on the date of disbursal of under the Contract and on each day during the term of the Finance, that:

  (A) the execution and performance of each Finance Term is fully within your power;

  (B) each Finance Term creates legally binding obligations on you that do not contravene any other contractual or legal obligations that you have;

  (C) no litigation, arbitration or administrative proceedings (including any relating to bankruptcy, insolvency, winding up or dissolution as applicable) before, by, or of any court or government authority has been commenced against you or any assets owned by you (including if applicable, any Car or Property) or are pending or have been threatened;

  (D) all information supplied by you to ADCB Islamic Banking is true, accurate and not misleading;

  (E) no Termination Event or potential circumstances that may result in a Termination Event exist or have occurred and none will occur as a result of the exercise of your rights or the performance of your obligations under these Terms and Conditions;

  (F) you are fully aware of the risks inherent and associated with the Finance and accept such risks; and

  (G) you have read, are aware of and agree to the Schedule of Fees and the Charges.

- For the duration of the Finance, you irrevocably and unconditionally undertake and agree to:

  (A) comply with all obligations set out in the Finance Terms;

  (B) promptly notify ADCB Islamic Banking and refuse to take delivery of the Vehicle or the Goods (as applicable), if the Vehicle or the Goods (as applicable) presented to you is not the Vehicle or the Goods (as applicable), as described in the relevant Application Form, or is not of satisfactory quality, unless ADCB Islamic Banking consents in writing for you to take delivery of the Vehicle or the Goods (as applicable);

  (C) promptly notify ADCB Islamic Banking of the occurrence of any Termination Event; and

  (D) procure that your employer/Entity complies with any Salary Assignment Letter/Income Assignment Letter provided to ADCB Islamic Banking on your behalf.

9. Rights of ADCB Islamic Banking

9.1 What rights does ADCB Islamic Banking have in relation to your payments?

- ADCB Islamic Banking's rights under the Finance Terms will be in addition to and without prejudice to any other rights under these

Terms and Conditions, and will be independent of every other Security which ADCB Islamic Banking may at any time hold in respect of any of your obligations under the Finance Terms.

- ADCB Islamic Banking may, during the term of the Finance:
  - (A) debit all amounts due and payable to ADCB Islamic Banking from your Settlement Account or any Account you hold with ADCB Islamic Banking on each Payment Due Date without notice to you;
  - (B) act on your behalf in dealings with any insurance provider, settle any insurance claims which ADCB Islamic Banking may in its sole discretion deem necessary and utilise any insurance proceeds to pay any amounts that you owe to ADCB Islamic Banking; and
  - (C) request that you provide such additional Security as ADCB Islamic Banking may deem necessary and, upon such request, you will be obliged to provide such additional Security in form and substance acceptable to ADCB Islamic Banking.

9.2 Can ADCB Islamic Banking vary the Charges relating to the Finance?

- ADCB Islamic Banking may vary the Charges relating to the Finance by giving you prior notice as per Applicable Laws and Shari'ah, on the Website or by such other means of communication, as prescribed by ADCB Islamic Banking from time to time. Please refer to the Schedule of Fees for the current Charges.

10. Termination

10.1 Can ADCB Islamic Banking terminate Finance?

- Without prejudice to any other rights that it has under these Terms and Conditions and without prejudice to the provisions of any related Contract, ADCB Islamic Banking may terminate the Finance if any one or more of the following circumstances occurs:
  - (A) any payment Instalment is overdue for more than two months;
  - (B) you fail to comply with any of your obligations and/or breach any of your undertakings in these Terms and Conditions, any ADCB Islamic Banking Policies or any related documents;
  - (C) any representation or warranty made or given by you to ADCB Islamic Banking is, or proves to have been, at any time incorrect, incomplete or misleading;
  - (D) you default on your obligations under any agreement for an extension of credit or under any Security provided by you in return for an extension of credit, or if payment of any facility granted to you is accelerated by any lender or financier including ADCB Islamic Banking;
  - (E) if any legal action or proceedings are commenced either by, or against you (and/or, if applicable, your guarantor(s)), including, if applicable, relating to your bankruptcy, insolvency, winding up or dissolution or anything analogous in any jurisdiction;
  - (F) if you (and/or, if applicable, your guarantor(s)) are unable to pay debts as they fall due, or are otherwise insolvent, convicted by a competent court of a criminal offence, declared incapable or die;
  - (G) any Security or guarantee given in respect of your obligations under these Terms and Conditions ceases to be valid or enforceable for any reason whatsoever;

(H) any of the provisions of these Terms and Conditions is declared or become illegal, void, voidable or unenforceable for any reason whatsoever;

(I) you inform ADCB Islamic Banking or ADCB Islamic Banking determines or believes that you have left the UAE to take up residence elsewhere;

(J) ADCB Islamic Banking is unable to reach you at your Address, due to any cause not attributable to ADCB Islamic Banking;

(K) if your business ceases to trade (if you are self-employed);

(L) if you (or if applicable, any of your co-financed) die or lose your legal capacity to contract;

(M) if ADCB Islamic Banking considers in its sole discretion that there are any regulatory or other restrictions which would, if existing prior to disbursal of the Finance, have affected its decision to allow the disbursal to occur;

(N) if you do not provide ADCB Islamic Banking with information and documentation that ADCB Islamic Banking requests in accordance with Clause 8.1 of part 1;

(O) you breach any of the terms of any other agreement or financial contract entered into by you with ADCB Islamic Banking or any other bank;

(P) any other event occurs which, in ADCB Islamic Banking's reasonable opinion, may result in you (and/or, if applicable, your guarantor(s)) being unable, for whatever reason, to comply fully with obligations expressed, or implied to be assumed by you under, or pursuant to, the Finance Terms; and/or

(Q) if, ADCB Islamic Banking decides, in its absolute discretion, to terminate the Finance due to market liquidity reasons, and gives you reasonable prior notice of such termination.

- Any termination of Finance will be without prejudice to and will not affect any of ADCB Islamic Banking's or your accrued rights or obligations as at that date.

10.2 What happens if ADCB Islamic Banking terminates Finance?

- In addition to and without prejudice to Clause 10.3 of part 1 or any other rights of ADCB Islamic Banking under these Terms and Conditions, ADCB Islamic Banking may, on termination of Finance:

(A) terminate its commitment to make Finance available;

(B) declare all amounts due under Finance to be immediately due and payable;

(C) enforce any Security provided to ADCB Islamic Banking, including the realisation ofthe value of any of the cheques you have provided to ADCB Islamic Banking; and/or

(D) take any and all action and exercise such rights and remedies as are provided for in these Terms and Conditions or as are otherwise available to ADCB Islamic Banking under Applicable Laws and Shari'ah.

11. Joint Liability

11.1 What if you are not the only financed party?

- If you have taken out Finance jointly with others, you and the other financed party will have Joint and Several Liability in respect of your obligations to ADCB Islamic Banking.
- Unless you provide ADCB Islamic Banking with a different Address, any Bank Communications will only be sent to the Address of the first applicant on the Application Form and addressed to the financed jointly. Bank Communications received at the Address of the first applicant will be deemed to have been received by all of the financed.

PART 8
RETAIL BUSINESS FINANCE

- Part 8 applies to any Retail Business Finance that you apply for and must be read together with part 7 and the other applicable parts of these Terms and Conditions.

1. Retail Business Finances

1.1 What is a Retail Business Finance and what can you use a Retail Business Finance for?

- A Retail Business Finance is a Finance provided by ADCB Islamic Banking to you that can be used for general purpose, personal use or for any other purpose acceptable to ADCB Islamic Banking.

1.2 How and when will you receive the Retail Business Finance amount?

- Subject to ADCB Islamic Banking's satisfaction in its sole discretion that all the requirements and conditions in part 6 have been fulfilled or waived by ADCB Islamic Banking, the Retail Business Finance amount may be disbursed by way of a bank transfer to the Disbursement Account or if otherwise agreed with ADCB Islamic Banking, by way of a banker's cheque. The Disbursement Account can either be an account held by you or your company's/establishment's/entity's /co-applicant's account, and can be with ADCB Islamic Banking or any third party bank or financial institution acceptable to ADCB Islamic Banking.

1.3 Do any special conditions apply to a Retail Business Finance?

- You must be self-employed/owner/shareholder/partner in a company, corporation, branch, family office, establishment, investment entity or any other type of body corporate, mentioned in the Finance application Form, acceptable to ADCB Islamic Banking, (the "Entity"), incorporated in the UAE.
- You must be the authorised signatory in the Entity and should have capacity and authority in the Entity to bind the Entity for obtaining the Finance or providing the Security, on behalf of the Entity, for the Finance provided to you and/or the Entity.
- If requested by ADCB Islamic Banking, you must assign your Assigned Salary to ADCB Islamic Banking in accordance with Clause 6 of Part 6.
- Your Payment Account must be yours or the Entity's /co-applicant's primary account with ADCB Islamic Banking or any bank or financial institution acceptable to ADCB Islamic Banking.
- If requested by ADCB Islamic Banking, you or the Entity must assign the Entity's /co-applicant's, point of sale receivables to ADCB Islamic Banking as the Security, in accordance with the documents and requirements provided by ADCB Islamic Banking.
- You declare that if you have additional income from sources other than income from your business/businesses/Entity, your net income after meeting monthly Finance installments, will be sufficient to meet your financial commitments including living expenses of your family without any difficulty.
- You further agree that where the purpose of the Finance is for the purchase of the goods, ADCB Islamic Banking may disburse the

Finance towards settlement of the seller's invoice in respect of such purchase by paying directly to the seller. All such disbursements shall be deemed as disbursements made to you in your name.

- In case the Finance balance is transferred to another bank or settled by you or on your behalf, before the maturity date, you hereby agree to pay a Fee representing a percentage of the outstanding balance of the Finance, as per the applicable fees provided in the relevant Islamic Banking schedule of fees.
- If applicable, you must assist ADCB Islamic Banking to register the Security at the applicable government authority in the UAE.
- You irrevocably undertake that you have the capacity and authority in your Entity, to set up/provide direct debit or standing instruction from the Entity's Payment Account, for Payment of the Finance along with the interest/profit and Charges.
- You irrevocably represent and warrant that you have the authority and capacity in the Entity, to obtain the Finance or execute any Security for or on behalf of such Entity.
- You irrevocably represent, warrant and undertake that, if applicable, you have taken applicable corporate action and obtained requisite approvals for the purpose of obtaining the Finance and providing the Security and all such corporate actions and approvals are valid and in good standing. As and when requested by ADCB Islamic Banking you shall provide corporate documents and approvals to ADCB Islamic Banking.
- In addition to the Termination Event listed in clause 10 of part 7, following event shall also constitute as the Termination Event:

  (A) if the Payment Account is the Entity's account and for any reason ADCB Islamic Banking is unable to receive the Finance instalment from such Payment Account;

  (B) if ADCB Islamic Banking is unable to receive the Finance instalment from the Payment Account from any reason whatsoever;

  (C) freeze, blockage or suspension or closure of the Payment Account;

  (D) if you lose your position or authority or capacity in the Entity;

  (E) if you are unable to perfect any of the applicable Security or if any Security or underlying document applicable to the Security lapses or is terminated;

  (F) if the Entity takes a legal action against you, with respect to the Finance or the Security;

  (G) if any direct debit or standing instruction from the Payment Account is revoked or suspended for any reason whatsoever;

  (H) if the Entity or any partner/shareholder/director/officer of the Entity takes any action against ADCB Islamic Banking, with respect to the Finance or the Security applicable to the Finance;

  (I) if the Entity or any partner/shareholder/director/officer of the Entity takes any action against the Security, which may have adverse impact on the Security or may impair ADCB Islamic Banking right to enforce the Security or recover any money under the Security;

  (J) if the Entity fails to renew its trade license or the trade license is not renewed or is suspended or blocked for any reason whatsoever or you or the Entity change your Address without

informing ADCB Islamic Banking or the Entity's lease is not renewed, or is suspended or terminated;

(K) if the Entity is closed or suspended or any corporate action, legal proceedings or other procedure or step is taken by you or the Entity or against you or the Entity, which is at par with, liquidation, winding-up, dissolution, insolvency, bankruptcy, administration or reorganization, composition, compromise (by way of voluntary arrangement, scheme of arrangement or otherwise);

(L) if you or the Entity defaults under any other guarantee, counter guarantee, loan/finance, indemnity or counter indemnity obtained or provided by or to any or person, bank or financial institution;

(M) any legal or criminal action against you or the Entity or any other partner/shareholder or director/officer of the Entity and/or

(N) if you or the Entity, enters into creditor settlement.

- In addition to any other provision in these Terms and Conditions, you shall indemnify and hold harmless ADCB Islamic Banking and its Affiliates from any Liability arising from:

  (A) ADCB Islamic Banking providing the Finance to you or the Entity, in good faith, as per the information and documents provided by you for the Finance or the Security; and/or

  (B) any action taken by the Entity or any partner/shareholder/director/officer of the Entity, against ADCB Islamic Banking, with respect to your Finance or applicable Security or payment of the Finance from the payment Account or you acting beyond your capacity or authority in the Entity, with respect to the Finance or the Security.

GLOSSARY

What do certain capitalised and other terms mean?

- The questions and headings used in these Terms and Conditions are for convenience only and will not affect the interpretation of any of these Terms and Conditions.
- Unless the context otherwise requires, the singular includes the plural and vice versa, and references to one gender include the other.
- Words implying a person or party will, as the case may be, include a sole proprietor, individual partnership, firm, company, corporation or other natural or legal person.
- Unless otherwise stated, references to dates, months and years will correspond to the Gregorian calendar.
- Unless otherwise stated, any reference for you to "contact" or "notify" (or any other analogous action) ADCB Islamic Banking, means contacting or notifying ADCB Islamic Banking by any form of Customer Communication (in accordance with Clause 2 of part 1) or by any other means acceptable to ADCB Islamic Banking from time to time for the purpose of receiving such contact or notification from you.
- Unless otherwise stated, any reference for ADCB Islamic Banking to "contact" or "notify" (or any other analogous action) you, means contacting or notifying you by any form of Bank Communication (in accordance with Clause 3 of part 1) or by any other means deemed appropriate by ADCB Islamic Banking from time to time for the purpose of conveying such contact or notification to you.
- Capitalised terms (e.g. 'Bank Communications') have the meanings given to them below:

Aani Operator	Al Etihad Payments or any other operator chosen by the Central Bank of the UAE or otherwise;
Aani Scheme Rules	the rules published by the Central Bank of the UAE amended from time to time;
Account	any bank account opened by you with ADCB Islamic Banking;
Account Information	(without limitation) any information concerning you (or a Supplementary Cardholder) and your Account(s), including but not limited to the Account Number, the amount of profit paid or credited to the Account, Account transactions, Account balance, Credit Card Number, Debit Card Number, your (and, if you are an entity or Consumer Corporate Customer, your beneficial owners') name, Address, date/place of birth, country of residence, social security number, tax identification number, information relating to any funds or investment(s) held by ADCB Islamic Banking on your behalf or other financial information;

Account Number	the unique serial number, as designated by ADCB Islamic Banking in its sole discretion from time to time, to each Account opened with ADCB Islamic Banking;
Active Saver Account	is an Islamic Savings Account offered by ADCB Islamic Banking.
ADCB Islamic Banking	Is the Islamic banking division of Abu Dhabi Commercial Bank PJSC and any of its branches, successors and assignees;
ADCB Islamic Banking Offering	any product, service, facility, benefit or reward program provided by ADCB Islamic Banking from time to time;
ADCB Islamic Banking Policies	ADCB Islamic Banking's own policies and procedures (as amended from time to time by ADCB Islamic Banking in its sole discretion);
ADCB Islamic Banking Reward	a reward and/or benefit that is made available from time to time, from or through ADCB Islamic Banking in exchange for points earned under an ADCB Islamic Banking Rewards Program and which may include: (A) set-off against certain Charges determined by ADCB Islamic Banking; and/or (B) credit or discount vouchers for specific products and services;
ADCB Islamic Banking Rewards Online Catalogue	the catalogue of ADCB Islamic Banking Rewards available on the Website or through Internet Banking or as otherwise made available by ADCB Islamic Banking;
ADCB Islamic Banking Rewards Program	a rewards program providing rewards and benefits, operated by ADCB Islamic Banking;
Additional Products and Services	any ADCB Islamic Banking Offering introduced from time to time, not specifically covered in these Terms and Conditions;
Address	any of the following contact details (as applicable): (A) physical correspondence address (including your residence, principal place of business or other physical address); (B) landline telephone number; (C) mobile telephone number; (D) fax number; (E) e-mail address; (F) makani number (or equivalent); and/or (G) any other point of contact or means of reaching you for the purpose of delivering Bank Communications in any form; as maintained in the Records from time to time;

ADGM the Abu Dhabi Global Market;

ADGM Courts the courts of the ADGM (once established);

ADGM SCT the small claims tribunal, or equivalent thereof, at the ADGM Courts (once established);

AED the lawful currency of the UAE;

AEP Account Information the following information is necessary access the AEP product via the MobileApp: (i) your name, (ii) account identification details, (iii) your UAE mobile number (must be an active number), (iv) valid Emirates ID or passport, and (v) active email address.

Affiliates ADCB Islamic Banking's subsidiaries, parents, shareholders, affiliates, associates, directors, employees, officers, representatives, branches, partners, professional advisors, service providers, assignees, agents, insurers, third party contractors, third party banks and financial institutions, the Card Scheme Providers, credit reference agencies or reporting agencies, debt collection agencies and their respective successors, but excluding the third party providers of any Third Party Offering;

Alerts messages or notifications (other than Mobile Responses) sent by ADCB Islamic Banking to the Customer by SMS, email, secure messaging service or any other available means of communication;

Applicable Emirate

(A) if you are a Consumer Corporate Customer:
- (1) incorporated in the UAE, the Emirate in which you are incorporated;
- (2) incorporated outside the UAE and have a registered office or place of business in the UAE, the Emirate in which your registered office or principal place of business is located; or
- (3) incorporated outside the UAE and have no registered office or place of business in the UAE, the Emirate of Abu Dhabi;

(B) if you are a natural person:
- (1) who is a national of the UAE, the Emirate of issue of your passport or national ID card;
- (2) who is not a national of the UAE and who is resident in the UAE, the Emirate of issue of your residency visa; or
- (3) who is not a national of the UAE and who is not resident in the UAE, the Emirate of Abu Dhabi.

Applicable Laws	any applicable law (including but not limited to any laws and regulations issued by the Central Bank or any other regulator of ADCB Islamic Banking), Regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanction regime, court order, agreement between ADCB Islamic Banking and any government and regulatory authority, or agreement or treaty between government and regulatory authorities (in each case, whether local, foreign or international);
Application Form	the Car Application Form, the Credit Card Application Form, the Personal/Smart Finance Application Form, the Finance Against Salary Application Form, Wakala Deposit Application Form and/or the application for any other ADCB Islamic Banking Offering submitted by the Customer to ADCB Islamic Banking, as the case may be;
Approved Third Party Digital Channel	a mobile application or other digital channel which is provided by a party other than ADCB Islamic Banking and designed to deliver application services to subscribers of such third party applications and has been approved by ADCB Islamic Banking as a means for you to communicate with ADCB Islamic Banking regarding your Account(s);
Approval Letter	an interim approval Letter from ADCB Islamic Banking to you setting out the principal details of the Finance, and any additional terms and conditions relating to that Finance (or the disbursal thereof);
Assigned Salary	your salary, end of service benefits and other income stated in your Application Form and/or the Finance Advice;
Assisted Service	the service enabling you to access your Safe Deposit Locker with the assistance and in the company of an ADCB employee holding a master key;
ATM	an automated teller machine or any Debit Card or Credit Card operated machine or device whether belonging to ADCB Islamic Banking or other participating banks or financial institutions, which accepts a Debit Card, Credit Card or ATM Card;
ATM Card	a card issued to you by ADCB Islamic Banking allowing you to use an ATM to check your Account balance and to make deposits into your Account, but not to make any withdrawals or carry out any other transactions;

Available Balance	the current balance of the Account less any deposited cheques or other payment orders drawn on other banks, in both cases which have not been cleared and less any un-cleared amounts or amounts which have been blocked or frozen by ADCB Islamic Banking in the exercise of its rights under these Terms and Conditions;
Average Monthly Balance	means the average monthly balance, which is computed as the aggregate of all end of day account balances from the beginning of each month to the end of that month (including the days when the account was not opened and/or when end of day balance was nil) divided by the actual number of days in that month.
Balance Transfer	a charge to your Credit Card Account of an amount that you owe to another bank or financial institution (or any other transaction designated by ADCB Islamic Banking in its sole discretion as a "Balance Transfer") which may be made in accordance with Clauses 7.3 to 7.4 of part 6;
Balance Transfer Amount	the amount of the Balance Transfer;
Balance Transfer Period	the period commencing from the date the Balance Transfer Amount is charged to your Credit Card Account and up to such date as ADCB Islamic Banking may determine in its sole discretion;
Bancassurance	an takaful product provided through ADCB Islamic Banking acting as an intermediary;
Bank Communications	all notices, notifications, cards, PINs, OTPs, Security Information, cheque books, cashier's orders, Statements of Account, demands, advice, Alerts, Mobile Responses, Telephone Responses, emails, receipts or any other communication sent by ADCB Islamic Banking to you;
Banker's Cheque	a cheque issued by ADCB Islamic Banking payable to the order of a specified beneficiary for a payment and presentation within the UAE;
Billing Currency	the currency in which your Credit Card Account operates and is billed;
Branch	any of ADCB Islamic Banking's branches in the UAE;
Business Day	any day on which banks in the UAE are open for business;
Card	a Debit Card or a Credit Card;

Card Account	with respect to a: (A) Debit Card, a Debit Card Account; and (B) Credit Card, a Credit Card Account;
Card Charges	with respect to a: (A) Debit Card, Debit Card Charges; and (B) Credit Card, Credit Card Charges;
Card Limit	with respect to a: (A) Debit Card, the Spending Limit; (B) Credit Card, the Credit Limit;
Cardholder	a Debit Cardholder or a Credit Cardholder;
Card Scheme Provider	Visa© or MasterCard© (as the case may be) or such other name as may be used to designate the aforementioned;
Card Transaction	with respect to a: (A) Debit Card, a Debit Card Transaction; and (B) Credit Card, a Credit Card Transaction;
Cash Withdrawals (Credit Cards)	(A) any amount obtained by the use of a Credit Card, Credit Card Number, PIN or in any other manner authorised by the Credit Cardholder from an ATM, ADCB Islamic Banking or any other bank or financial institution for charge to a Credit Card Account; (B) any purchase of currency other than AED; or (C) any other Credit Card Transaction classified by ADCB Islamic Banking or the Card Scheme Provider as a transaction which should be charged as if it were cash from ADCB Islamic Banking or any other bank or financial institution;
Cash Withdrawals Charge (Credit Cards)	a charge levied on the amount of each Cash Withdrawals and charged to your Credit Card Account at the time your Credit Card is used to obtain a Cash Withdrawals;
Cash Withdrawals Limit (Credit Cards)	the maximum amount available to you for a Cash Withdrawals, as prescribed by ADCB Islamic Banking in its sole discretion;
Cash Withdrawal (Debit Cards)	any amount obtained by use of a Debit Card or the PIN or in any manner authorised by the Debit Cardholder from an ATM, ADCB Islamic Banking or any other bank or financial institution for debit from a Debit Card Account;
Central Bank	the Central Bank of the UAE;

Charges	the charges, fees, costs, commissions, penalties, and other expenses (including any Card Charges) payable by you to ADCB Islamic Banking in relation to the ADCB Islamic Banking Offerings, or in connection with ADCB Islamic Banking's compliance with any regulatory obligations as may be set out in the Schedule of Fees or otherwise prescribed by ADCB Islamic Banking from time to time;
Chip	a secure microprocessor embedded in a Card allowing an advanced verification mechanism upon payment and convenient usage options;
Commodities	the relevant *Shari'ah* compliant commodities owned by ADCB Islamic Banking whose details are set out substantially in the form of the Schedule to the Credit Card Application Form, the Schedule to the Personal/Smart Finance Commodities Application Form or the Schedule to the Finance Against Salary Application Form;
Common Pool	means a common pool of assets in which certain ADCB Islamic Banking shareholder's and depositors funds are invested by ADCB Islamic Banking in Shari'ah compliant investments
Confidential Information	your Account Information, Security Information, any Bank Communications, Customer Communications and any other information of a confidential nature;
Consumer Corporate Customer	any entity subject to these Terms and Conditions that is a company, corporation, branch, family office, establishment, investment entity or any other type of body corporate, wherever and however incorporated or established;
Contact Centre	ADCB Islamic Banking's call centre which can be reached using the telephone numbers prescribed by ADCB Islamic Banking from time to time;
Contactless Technology	a contactless technology feature allowing a Card to be tapped on certain card readers at selected Merchant outlets to effect a Card Transaction;
Contract	each relevant Car Murabaha Sale Contract, Credit Card Murabaha Sale Contract, Personal/ Smart Finance Murabaha Sale Contract and Finance Against Salary Murabaha Sale Contract;
Cost Price	the relevant Cost Price under Credit Card, Personal/Smart Finance and/ or Finance Against Salary, as the case may be;

Credit Card	any Credit Card issued by ADCB Islamic Banking to a Customer (and includes primary, new, renewed and replacement cards and any Supplementary Card), which is used to enable Credit Card Transactions;
Credit Cardholder	a Customer to whom a Credit Card bearing that party's name is issued by ADCB Islamic Banking, and includes the Primary Cardholder and any Supplementary Cardholder;
Credit Card Account	the Account to which your Credit Card is linked;
Credit Card Charges	any one or more of the fees and/or charges associated with the use of the Credit Card set out in the Schedule of Fees or otherwise notified to you from time to time by ADCB Islamic Banking, which are subject to change from time to time in ADCB Islamic Banking's sole discretion;
Credit Card Deferred Price	has the same meaning as **Deferred Price** in Part C of the Credit Card Terms and Conditions;
Credit Card Documents	the relevant Credit Card Application Form, the Credit Card Murabaha Agreement, the Credit Card On-Sale Agency Agreement, Credit Card Investment Agency Agreement and [the Security Documents and **Credit Card Document** means any one of them;
Credit Card Investment Agency Agreement	the Investment Agency Agreement appended to the Credit Card Application Form incorporating the terms of Part E of the Credit Card Terms and Conditions;
Credit Card Monthly Murabaha Profit	has the same meaning as **Monthly Murabaha Profit** in Part C of the Credit Card Terms and Conditions;
Credit Card Murabaha Agreement	the Murabaha Agreement appended to the Credit Card Application Form incorporating the terms of Part C of the Credit Card Terms and Conditions;
Credit Card Murabaha Profit	has the same meaning as **Murabaha Profit** in Part C of the Credit Card Terms and Conditions;
Credit Card Murabaha Sale	has the same meaning as **Murabaha Sale** in Part C of the Credit Card Terms and Conditions;ADCB Islamic Banking
Credit Card Murabaha Sale Contract	has the same meaning as **Murabaha Contract** in Part C of the Credit Card Terms and Conditions;ADCB Islamic Banking

Credit Card Number	the number printed on the face of a Credit Card or such other number designated as such by ADCB Islamic Banking from time to time;
Credit Card On-Sale Agency Agreement	the On-Sale Agency Agreement appended to the Credit Card Application Form incorporating the terms of Part D of the Credit Card Terms and Conditions;
Credit Card Profit Payment Date	the date on which an Instalment is payable, as further described in the definition of **Profit Payment Date** in Part C of the Credit Card Terms and Conditions;
Credit Card Terms	the terms set out in part 6, any other clauses of these Terms and Conditions applicable to Credit Cards (including, but not limited to, Clause 17 of part 1), the Credit Card Terms and Conditions and any supplemental terms and conditions applicable to Credit Cards that may from time to time be in force (which, for example, may include terms included in your Statement of Account);
Credit Card Terms and Conditions	the product specific Credit Card Terms and Conditions and any supplementary terms and conditions that may from time to time be in force available at **Website**;
Credit Card Transaction	any purchase of goods and/or services, Cash Withdrawal or any other transaction effected by the use of a Credit Card (including any Supplementary Card), Credit Card Number, PIN, OTP FacePass, SecurePass or in any other manner authorised by the Credit Cardholder (or Supplementary Cardholder as the case may be);
Credit Limit	the maximum amount of credit available on your Credit Card as prescribed by ADCB Islamic Banking in its sole discretion;
Crossed	that the face of the cheque has two parallel lines drawn across it;
CSP	a cellular service provider;
Current Account	a transactional Account as further described in Clause 1 of Part 3;
Customer	anyone who uses, participates in, purchases or subscribes to any ADCB Islamic Banking Offering;
Customer Communications	all notices, instructions and other communications sent by you to ADCB Islamic Banking;

Cut-off Time	the latest time in a Business Day at which transactions carried out on that Business Day are processed, as prescribed by ADCB Islamic Banking from time to time and in its sole discretion and as such may vary for transactions effected via Internet Banking or at particular Branches;
Dealer	the seller of the Car (or its agent), as specified in the Car Application Form;
Debit Card	a debit card issued by ADCB Islamic Banking to a Customer (and includes primary, new, renewed and replacement cards and any Supplementary Card), which is used to enable Debit Card Transactions;
Debit Card Account	an Account to which your Debit Card is linked;
Debit Card Charges	any one or more of the fees and/or charges associated with the use of the Debit Card set out in the Schedule of Fees or otherwise notified to you from time to time by ADCB Islamic Banking, which are subject to change from time to time in ADCB Islamic Banking's sole discretion;
Debit Cardholder	a Customer to whom a Debit Card bearing that party's name is issued by ADCB Islamic Banking and includes the Primary Cardholder and any Supplementary Cardholder;
Department of Economic Development (DED)	sets and drives the economic agenda of the emirate. The DED and its agencies develop economic plans and policies, identify and support the growth of strategic sectors, and provide services to domestic and international investors and businesses.
Debit Card Number	the number printed on the face of a Debit Card, or such other number designated as such by ADCB Islamic Banking from time to time;
Debit Card Terms	the debit card terms and conditions set out in Clause 12 of part 3, any other clauses of these Terms and Conditions applicable to Debit Cards (including, but not limited to, Clause 17 of part 1) and any supplemental terms and conditions applicable to Debit Cards that may from time to time be in force (which, for example, may include terms included in your Statement of Account);
Debit Card Transaction	any purchase of goods and/or services, Cash Withdrawals or any other transactions effected by the use of a Debit Card (including any Supplementary Card), PIN, OTP, FacePass, SecurePass or in any other manner authorised by the Debit Cardholder (or Supplementary Cardholder as the case may be);

Deferred Payment Date	the date or dates for payment of the relevant Deferred Price;
Deferred Price	the relevant Car Deferred Price, Credit Card Deferred Price, Personal/Smart Finance Deferred Price, and/or Finance Against Salary Deferred Price, as the case may be;
Delivery Order	the delivery order for the relevant Car signed by the Dealer and the Customer pursuant to the relevant is Car Murabaha Sale Contract;
DIFC	the Dubai International Financial Centre;
DIFC Courts	the courts of the DIFC;
Digital Confirmation	has the meaning given to it in Clause 3.1 of part 1;
Disbursement Account	the account into which ADCB Islamic Banking agrees to disburse the amount of the relevant Finance that (depending on the type of Finance) may: (A) either be an account held by: (1) the Customer; or (2) a third party; or (B) be held with: (1) ADCB Islamic Banking; or (2) any third party bank or financial institution acceptable to ADCB Islamic Banking;
Donation Amount for Late Payment	An obligation to pay the donation amount for for late payment, which will be levied if you fail to pay any payment due to ADCB Islamic Banking by its Payment Due Date and which is set out in the Schedule of Fees;
EIBOR	Emirates Interbank Offered Rate as determined by ADCB Islamic Banking from time to time;
Electronic Banking	Mobile Banking, Telephone Banking and/or Internet Banking and/or an Approved Third Party Digital Channel;
Electronic Banking Terms	the General Electronic Banking Terms and the Specific Banking Terms;
Electronic Instruction	a Mobile Request, Telephone Request and/or an Internet Banking Instruction;
Eligibility Criteria	the eligibility criteria for participation in, or use of, a particular ADCB Islamic Banking Offering, as prescribed by ADCB Islamic Banking in its sole discretion from time to time;
Emirates	the emirates of the UAE;

Emirati Millionaire Savings Account (EMSA)	the Emirati Millionaire Savings Account a retail savings account offered by ADCB Islamic Banking. The account is offered to UAE nationals only and immediate families.
Encumbrance	any lien, pledge, mortgage, security interest, charge or other encumbrance or arrangement having a similar effect;
Entry Balance	means the account balance required for entry into a Prize-draw as prescribed by ADCB Islamic Banking from time to time;
Entry Increment	means AED1,000 or its equivalent in any foreign currency, as may be adjusted up or down by ADCB Islamic Banking from time to time;
Establishment Document	any of the following: (A) chamber of commerce & industry membership certificate; (B) municipal trade license; (C) commercial registration certificate; (D) memorandum and articles of association or any other constitutional documents; and/or any other document which ADCB Islamic Banking may specify from time to time;
E-Statement	the monthly or other periodic electronic statement issued by ADCB Islamic Banking to the Customer showing the balance and transactions on an Account during the period covered by the statement;
EURO	the lawful currency of the member states of the European Union that have adopted and retained a common single currency through monetary union in accordance with European Union treaty law.
Exchange Rate	with respect to the conversion of one currency to another, the prevailing rate of exchange at the date of the conversion, published on ADCB Islamic Banking website.
FacePass	the capture of one or more cropped facial images that facilitate the biometric facial verification functionality used for authentication of transactions on ADCB Islamic Banking;
FATCA	the Foreign Account Tax Compliance Act 2010 of the United States of America and related US Treasury Regulations (as amended from time to time) and any similar legislation or regulation in force in any other jurisdiction from time to time;

FATCA/CRS Obligations	obligations under FATCA, any intergovernmental agreement between the UAE and the US or any other country in relation to the implementation of FATCA, any similar, existing or future regime intended to secure the exchange of information for purposes connected to taxation, including (without limitation) the OECD Common Reporting Standards, any similar legislation or regulations in force in any other jurisdiction from time to time and/or any intergovernmental or other agreements made and laws and/or regulations (local or otherwise) adopted pursuant to the implementation of the foregoing;
Finance	any Car Finance, a Credit Card Personal/Smart Finance, Retail Business Finance or Finance Against Salary taken out by the Customer;
Finance Against Salary	the purchase of the Commodities, as specified in the Schedule of the Finance Against Salary Application Form, from ADCB Islamic Banking by the Customer on a deferred payment basis subject to the terms and conditions hereof;
Finance Against Salary Application Form	the application form for Finance Against Salary extended by way of Murabaha submitted by the Customer to ADCB Islamic Banking;
Finance Against Salary Cost Price	has the same meaning as **Cost Price** in Part C of the Finance Against Salary Terms and Conditions;
Finance Against Salary Deferred Price	has the same meaning as **Deferred Price** in Part C of the Finance Against Salary Terms and Conditions;
Finance Against Salary Documents	the relevant Finance Against Salary Application Form, the Murabaha Agreement, the On-Sale Agency Agreement and [the Security Documents and] **Salary Advance Document** means any one of them;
Finance Against Salary Murabaha Agreement	the Murabaha Agreement appended to the Finance Against Salary Application Form incorporating the terms of Part C of the Finance Against Salary Terms and Conditions;
Finance Against Salary Monthly Murabaha Profit	has the same meaning as Monthly Murabaha Profit in Part C of the Finance Against Salary Terms and Conditions;
Finance Against Salary Murabaha Profit	has the same meaning as Murabaha Profit in Part C of the Finance Against Salary Terms and Conditions;
Finance Against Salary Murabaha Sale	has the same meaning as Murabaha Sale in Part C of the Finance Against Salary Terms and Conditions;

Finance Against Salary Murabaha Sale Contract	has the same meaning as Murabaha Sale Contract in Part C of the Finance Against Salary Terms and Conditions;
Finance Against Salary On-Sale Agency Agreement	the On-Sale Agency Agreement appended to the Finance Against Salary Application Form incorporating the terms of Part D of the Finance Against Salary Terms and Conditions;
Finance Against Salary Profit Payment Date	the date on which an Instalment is payable, as further described in the definition of Profit Payment Date in Part C of the Finance Against Salary Terms and Conditions;
Finance Against Salary Terms and Conditions	the product specific Finance Against Salary Terms and Conditions and any supplementary terms and conditions that may from time to time be in force available at Website;
Finance Document	the Form that you use to apply for a Finance, Approval Letter, and related Finance Advice or Finance Offer, the general finance terms and the specific finance terms together with any finance contract or agreement;
Finance Terms	the General Finance Terms and the Specific Finance Terms together with any relevant Finance Application, Approval Letter, and related Finance Advice;
FlexiPay	a payment plan offered by ADCB Islamic Banking to a Covered Cardholder to enable the payment of full or partial Retail Transactions Outstanding Balance in equal monthly instalments in a Shari'ah compliant manner;
General Finance Terms	the common terms applicable to any Finance and any supplemental terms and conditions applicable thereto that may from time to time be in force;
Guardian	until the minor reaches Majority: (A) the minor's father; (B) the biological mother of the minor or the person without full legal capacity with or without authorisation by the minor's father or a UAE court; or (C) any other legally appointed guardian;
Income Assignment Letter	the letter from your employer/Entity to ADCB Islamic Banking, as further described in Clause 3.1(A) of Section A of Part 7;
Internal Shari'ah Supervision Committee	means the Internal Shari'ah Supervision Committee of ADCB Islamic Banking;
Internet Banking Instruction	any request, confirmation, consent, instruction or other similar communication sent by you to ADCB Islamic Banking via Internet Banking;

Internet Banking Terms	the terms set out in Clause 5 of part 4 and/or any other supplemental terms and conditions applicable thereto that may from time to time be in force;
Investment Product	an investment product provided by or through ADCB Islamic Banking acting as an intermediary;
Investment Risk Reserve	means (without any guarantee of a profit, nor the avoidance of loss) the reserve established and calculated by ADCB Islamic Banking (in the manner and amount approved by the Internal Shari'ah Supervision Committee) to minimise the risk of future losses on a Mudaraba Account or Wakala Deposit Account, as the case may be;
Investment Services Terms and Conditions	ADCB Islamic Banking's terms and conditions for wealth management, private banking and investments, as amended from time to time;
Investment Term	means the term of your Term Investment Deposit or Wakala Deposit as nominated by you in the relevant Form, or applied by ADCB Islamic Banking upon the automatic renewal of the Term Investment Deposit or Wakala Deposit.
ISP	the internet service provider used by the Customer;
IVR	ADCB Islamic Banking's interactive voice response system;
Joint Account	an Account opened in accordance with Clause 13 of part 1;
Joint Account Holder	each of the Customers who holds a Joint Account;
Joint and Several Liability	in respect of: (A) each Joint Account Holder relating to the operation of a Joint Account; and/or (B) each Cardholder relating to the use of a Card and any of its Supplementary Cards; and/or all Liability will be the individual responsibility of each individual Joint Account Holder or Cardholder (as the case may be), whether or not incurred by that person;

Liability	(whether arising in relation to you, to ADCB Islamic Banking or to any third party) any actual loss, claim, demand, delay, obligation, expense, damage, cost, proceedings, penalties or charges or any other liability including legal costs (but excluding opportunity costs, cost of fund and any payments in the nature of interest), for any loss however caused (including any loss whether direct, indirect, consequential or incidental, even if advised of the possibility of such loss or damages) and irrespective of whether any claim is based on the loss of business revenue, investment, goodwill, interruption of business or anticipated savings or loss of data;
Linked Account	has the meaning given to it in Clause 6.1 of part 3.
Majority	the time at which a person reaches the age of majority as determined by Applicable Laws;
Material Adverse Change	any change which may have a material and adverse effect on the business, condition (financial or otherwise) or operations of the Customer which would adversely affect the ability of the Customer to comply with its payment or other material obligations under any of the Finance Documents;
Millionaire Destiny Savings Account (MDSA)	means the Millionaire Destiny Savings Account, a personal savings account, offered by ADCB Islamic Banking.
Merchant	any party supplying goods and/or services who accepts ADCB Islamic Banking Rewards Program reward points, or a Card number as a mode of payment or reservation for purchase of goods and/or services from such party;
Millionaire Savings Accounts (MSA)	means an Emirati Millionaire Savings Account (EMSA) and a Millionaire Destiny Savings Account (MDSA);
Minimum Balance	means the minimum balance (which may be different for each type of Account) that needs to be maintained in an Account published on the Website, or the Minimum Balance notified to you by ADCB Islamic Banking from time to time;
Mudarib Profit Share	means a percentage of profit approved by the Internal Shari'ah Supervision Committee and notified to the Depositors prior to the start of the Mudaraba Period/Quarter.

Minimum Payment Due

either:
(A) the sum of the full amounts owing to ADCB Islamic Banking for:
(1) the Annual Membership Fee;
(2) any monthly instalment amounts;
(3) any Over Limit Amount;
(4) any other charges; and
(5) 5% of the principal balance; or
(B) AED 100;
whichever is higher;

MobileApp

any one or more downloadable mobile banking applications provided by ADCB Islamic Banking or any Approved Third Party Digital Channel (including the Aani Operator), as may be introduced, replaced, updated, upgraded or modified from time to time;

MobileApp Information

the information and materials (including text, graphics, links or other items) including but not limited to data, analysis, plans, reports based on the Customer's Account Information provided by the Customer, made available or accessed through the MobileApp;

Mobile Banking

the services which allow the Customer to make Mobile Requests via mobile phones or other Mobile Devices, to receive Alerts and Mobile Responses and any other additional services that may be provided by ADCB Islamic Banking to the Customer from time to time using SMS or the MobileApp;

Mobile Banking Account

any Account for which Mobile Banking is available and for which you applied for Mobile Banking;

Mobile Device

any personal electronic device used by the Customer to access and make use of Mobile Banking (for example, a smart phone or tablet);

Mobile Request

a request made by the Customer using Mobile Banking for the purposes referred to in Clause 2.7 of part 3;

Mobile Response

the information or confirmation of execution sent by ADCB Islamic Banking to a Customer in response to a Mobile Request, and/or any other measures giving effect to any Mobile Request;

Mobile Terms

the terms set out in Clause 2 of part 3, and/or any other supplementary terms and conditions applicable to Mobile Banking that may from time to time be in force;

Mortgage

the relevant Car Mortgage;

Murabaha Profit	the Car Murabaha Profit, the Credit Card Murabaha Profit, the Personal/Smart Finance Murabaha Profit and/or the Finance Against Salary Murabaha Profit, as the case may be;
Murabaha Profit Rate	profit rate, used to calculate the relevant Murabaha Profit, payable by you in relation to Finance as set out in the relevant Finance Advice or otherwise advised by ADCB Islamic BankingADCB Islamic Banking
Murabaha Sale	the Car Murabaha Sale, the Credit Card Murabaha Sale, the Personal/Smart Finance Murabaha Sale and/or the Finance Against Salary Murabaha Sale, as the case may be;
Muwakkil	means the Customer of ADCB-Islamic Banking, who places the funds under Islamic Term Deposit for investment.
Mudarib	means ADCB-Islamic Banking, which is responsible for the investment of Customer's funds under Mudaraba agreement.
Nominee	has the meaning given to it in Clause 12 of part 1;
OFAC	the Office of Foreign Assets Control of the US Department of the Treasury;
OTP	a one-time password sent to you by ADCB Islamic Banking in connection with a Card Transaction or for any other use of an ADCB Islamic Banking Offering requiring such a password;
Over Limit Amount	any amount by which you have exceeded your Credit Limit;
Paper Statement	the monthly or other periodic paper statement issued by ADCB Islamic Banking to a Customer showing the balance and transactions on an Account during the period covered by the statement;
Password	a unique alpha-numeric expression used by a Customer to access Internet Banking;
Payment Deferral	the ability to defer payment of any one of the usual monthly payment Instalments;
Payment Due Date	the date on which any payment from you to ADCB Islamic Banking is due;

Personal Finance	personal finance provided by ADCB Islamic Banking, in accordance with the Personal/ Smart Finance Documents, for a variety of purposes, including, but not limited to, household, education, emergency, medical or other expenses or the start-up or running of a business, where: (A) Assigned Salary is assigned ADCB Islamic Banking; (B) the Settlement Account is held with ADCB Islamic Banking; and (C) the finance is not taken out jointly;
Personal/Smart Finance	Personal Finance or Smart Finance, as the case may be;
Personal/ Smart Finance Application Form	the application form for Personal Finance or Smart Finance extended by way of Murabaha financing submitted by the Customer to ADCB Islamic Banking;
Personal/Smart Finance Cost Price	has the same meaning as **Cost Price** in Part C of the Personal/Smart Finance Terms and Conditions;
Personal/Smart Finance Deferred Payment Date	has the same meaning as **Deferred Payment Date** in Part C of the Personal/Smart Finance Terms and Conditions;
Personal/Smart Finance	has the same meaning as **Deferred Price** in Part C of the Personal/Smart Finance Terms and Conditions;
Personal/ Smart Finance Documents	the Personal/Smart Finance Application Form, the Murabaha Agreement, the On-Sale Agency Agreement and the Security Documents and **Personal/Smart Finance Document** means any one of them;
Personal/Smart Finance Murabaha Agreement	the Murabaha Agreement appended to the Personal/Smart Finance Application Form incorporating the terms of Part C of the Personal/Smart Finance Terms and Conditions;
Personal/Smart Finance Murabaha Profit	has the same meaning as **Murabaha Profit** in Part C of the Personal/Smart Finance Terms and Conditions;
Personal/Smart Finance Murabaha Sale	has the same meaning as **Murabaha Sale** in Part C of the Personal/Smart Finance Terms and Conditions;
Personal/Smart Finance Murabaha Sale Contract	has the same meaning as **Murabaha Sale Contract** in Part C of the Personal/Smart Finance Terms and Conditions;

Personal/Smart Finance On-Sale Agency Agreement	On-Sale Agency Agreement appended to the Personal/Smart Finance Application Form incorporating the terms of Part D of the Personal/Smart Finance Terms and Conditions;
Personal/Smart Finance Profit Payment Date	the date on which an Instalment is payable, as further described in the definition of **Profit Payment Date** in Part C of the Personal/Smart Finance Terms and Conditions;
Personal/Smart Finance Terms and Conditions	the product specific Personal/Smart Finance Terms and Conditions and any supplementary terms and conditions that may from time to time be in force available at Website;
PIN	the personal identification number selected by the Cardholder to enable the use of the Card at any Terminal;
Primary Account Holder	the primary or first named Customer in relation to the opening of an Account;
Primary Cardholder	a Customer (other than a Supplementary Cardholder) who is issued (as the case may be): (A) a Credit Card (and any Supplementary Card, at the request of such Customer) to operate the Credit Card Account; and/or (B) a Debit Card (and any Supplementary Card, at the request of such Customer) to operate the Debit Card Account;
Prize	means thing given to the winner of a Prize-draw which can take the form of cash, Touchpoints or any other thing selected by ADCB Islamic Banking in its sole discretion.
Prize-draw	means a prize-draw that is operated by ADCB Islamic Banking in accordance with Clauses 7 of part 3.
Products and Services	has the meaning given to it in Clause 1.9 of Part 1;
Product Specific Terms	as applicable, the Car Finance Terms, the Credit Card Terms and Conditions, the Personal/Smart Finance Terms and Conditions, the Finance Against Salary Terms and Conditions, Wakala Deposit Account Terms and Conditions and any supplementary terms and conditions that may from time to time be in force;
Profit Distribution Policy	means ADCB Islamic Banking's profit distribution policy from time to time approved by the Internal Shari'ah Supervision Committee.

Profit Equalisation Reserve	(without any guarantee of a profit, nor the avoidance of loss) the reserve established and calculated by ADCB Islamic Banking (in the manner and amount approved by the Internal Shari'ah Supervision Committee) to maintain the rate of return on investments at a certain level.
Profit Period	each calendar quarter.
Prohibited Country	any country designated from time to time by Applicable Laws as a country with which dealings should be restricted;
Qard	means loan of an amount or asset by one party (lender) to another (borrower) with the condition of an equivalent return.
Rab Al Maal	means the Customer of ADCB-Islamic Banking, who places the funds under Islamic Saving Account for investment
Records	any data, recording, book, documentation, record or account maintained by ADCB Islamic Banking in any form, whether originals or copies, including but not limited to the Customer's image for FacePass, SecurePass authenticated transactions, printout, digital, electronic, audio or video in respect of a Customer, the Customer's use of any ADCB Islamic Banking Offerings, Account Information and any dealings or correspondence with the Customer;
Regulations	any sanctions programs, Tax regulations or other regulations or recommendations including without limitation, embargoes, sanctions, and export controls against countries, states, entities, vessels or persons issued by the United Nations, OFAC or any other applicable body or jurisdiction (in each case, whether local, foreign or international);
Relevant Emirate	in relation to a Customer: (A) who is a national of the UAE, the Emirate of issue of the Customer's passport or national ID card; (B) who is not a national of the UAE and who is a resident in the UAE, the Emirate of issue of the Customer's residency visa; and (C) who is not a national of the UAE and who is not a resident in the UAE, is the Emirate of Abu Dhabi;
Retail Business Finance	has the meaning given to it in Part 8;
Retail Business Finance Terms	the terms set out in Part 8;

Retail Transactions Outstanding Balance is the sum of all unpaid retail Credit Card Transaction on your Credit Card Account on any given day, excluding the cash transactions, Cash Advance, Charges (if any), Takaful Credit Shield Charges (if any) or outstanding principal (if any) from any existing instalment based ADCB Islamic Banking Offering availed by the Covered Cardholder (such as Balance Transfer, PayOrder, Personal Payment Plan, FlexiPay);

Rewards Account the account opened for you under a ADCB Islamic Banking Rewards Program;

Right of Set-Off the right of ADCB Islamic Banking to apply any:

(A) sum standing to the credit of one or more of your Account(s) (of whatsoever description, whether held singly or jointly with others, and wherever located and whether in AED or in any other currency); and/or

(B) of your other assets in ADCB Islamic Banking's custody or control including but not limited to securities, bonds, collateral, shares, shipping documents, banknotes, coins, gold or other valuables and property of whatsoever nature,

in or towards the discharge of any of your obligations due to ADCB Islamic Banking (whether such obligations are actual or contingent, primary or collateral and joint or several);

Safe Deposit Locker a safe deposit locker made available for hire by ADCB Islamic Banking as further detailed in the relevant Form and Clause 13 of part 3;

Savings Account an Account designed to allow you to save money and potentially earn profit on cash held in the Account as further described in Clause 2 of part 3;

Settlement Account

(A) for a Personal Finance and a Finance Against Salary (or any other Finance for which an assignment of Assigned Salary is required by ADCB Islamic Banking), a current or savings account (as the case may be) which the Customer maintains with ADCB Islamic Banking; and

(B) for any other Finance, a current account which the Customer maintains with ADCB Islamic Banking or any other bank or financial institution acceptable to ADCB Islamic Banking,

in both cases for the purposes of settling the relevant Finance;

Schedule of Fees any schedule of ADCB Islamic Banking's Charges and profit rates applicable from time to time and made available at any Branch upon request or on the Website, as may be amended from time to time;

SCT	the "Small Claims Tribunal" at the DIFC Courts;
Secure Key	any authentication device or other security tool (in physical or electronic form) provided to you by ADCB Islamic Banking from time to time, allowing you to access Internet Banking or any other ADCB Islamic Banking Offering that ADCB Islamic Banking determines requires such secured access protocols;
Secure Pass	is a transaction authenticator, through which a Customer can authenticate a financial or non-financial transactions from time to time, as communicated by ADCB on the Mobile Banking MobileApp using a SecurePass Pin;
SecurePass Pin	is a pin registerd by the Customer on the SecurePass;
Security Party	any party (other than the Customer) granting security under the Security Documents;
Security Documents	the documents creating the Car Security, Personal/Smart Security and any other documents in favour of ADCB Islamic Banking as security for the obligations of the Customer hereunder each in the form and substance satisfactory to ADCB Islamic Banking;
Security	any collateral, pledge, lien, mortgage, charge, guarantee, assignment, undertaking or any other similar security;
Security Information	your User ID, Password, TPIN, vocal password, your secret answers to any security questions, SecurePass, SecurePass Pin and any other information that ADCB Islamic Banking may require you to provide in order to access Electronic Banking;
Self Service Terminal	a terminal or device (including an ATM) that is self-operated that reads, captures and transmits Card information in an unattended environment and provides the Cardholder with the product and/ or service requested (which may, depending on the terminal or device, include Cash Withdrawals, Cash Withdrawal, Funds Transfers, the ability to make deposits into your Account and such other functions as made available by ADCB Islamic Banking from time to time);
Service Disruption	has the meaning given to it in Clause 1.9 of Part 1;
Shari'ah	means the rules and principles of Islamic Shari'ah as interpreted by the Internal Shari'ah Supervision Committee;

Shari'ah Principles means the rules and principles of Islamic Shari'a as provided in the Shari'ah Standards published by Accounting and Auditing Organization for Islamic financial Institutions (AAOIFI) and as interpreted by the Internal Shari'ah Supervision Committee of ADCB;

Smart Finance finance provided by ADCB Islamic Banking to the Customer, in accordance with the Personal/ Smart Finance Documents, for the purchase of specific Shari'ah compliant goods or for any other purpose acceptable to ADCB Islamic Banking ,Retail Business Finance where:

(A) the assignment of Assigned Salary is not required; and

(B) the Disbursement Account can:

(1) either be an account held by:

(i) the Customer; or

(ii) the seller of the specific *Shari'ah* compliant goods; and

(2) be with:

(i) ADCB Islamic Banking; or

(ii) any third party bank or financial institution acceptable to ADCB Islamic Banking;

SMS short messaging service sent over a Mobile Device;

Specific Electronic Banking Terms each of the Mobile Terms, Telephone Terms and Internet Banking Terms;

Specific Features the specific features available and/or supplemental terms and conditions applicable to a particular ADCB Islamic Banking Offering, and which will be disclosed and/or available on, or through, the Website or on such other forum as prescribed by ADCB Islamic Banking from time to time;

Special Savings Account This account is a variant of local currency Islamic Savings Account with higher expected profit rates. It is targeted to our existing as well as new customers.

Spending Limit the amount of available funds in an Account or the authorized Qard Al Hassan limit assigned to an Account;

Statement of Account an E-Statement or a Paper Statement, as applicable;

Supplementary Card a supplementary Card issued to a Supplementary Cardholder at the request of a Primary Cardholder;

Supplementary Cardholder a party who has been issued a Supplementary Card;

Tax	any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or charge payable acceptable by the Shari'ah in connection with any failure to pay or any delay in paying any of the same as well as any related obligation to provide information and make notifications);
Tax Obligation	any obligation to deduct or withhold for or on account of any Tax, including, but not limited to, any applicable FATCA/CRS Obligations;
Telephone Banking	the services which allow Telephone Requests to be made over the phone and information to be provided through the IVR or ADCB Islamic Banking's Contact Centre agents;
Telephone Request	a request made using Telephone Banking for the purposes referred to in Clause 4.3 of part 3;
Telephone Response	the execution of a Telephone Request by ADCB Islamic Banking;
Telephone Terms	the terms of Clause 4 of part 4 and/or any other supplementary terms and conditions applicable to Telephone Banking that may from time to time be in force;
Termination Event	any event or circumstance described in the following Clauses and Sections of part 7 or otherwise described as such in these Terms and Conditions;
Term Investment Deposit	has the meaning given to it in Clause 5 of part 3;
Term Investment Deposit Account	an Account into which you make Term Investment Deposits as further described in Clause 5 of part 3**;**
Terminal	a Self Service Terminal or other point of sale terminal and through which Card Transactions can be effected;
Terms and Conditions	(A) these general terms and conditions for Islamic consumer banking; and/or (B) the terms of any application form in respect of any ADCB Islamic Banking Offering; (C) Schedule of Fees as amended or supplemented from time to time;
Third Party Offering	any product, service, facility, benefit or reward program provided by a third party provider and marketed by ADCB Islamic Banking;
Third Party Reward	a reward and/or benefit made available from time to time under a Third Party Rewards Program;

Third Party Rewards Program	a rewards program providing rewards and/or benefits, operated by a third party (on its own or in conjunction with ADCB Islamic Banking);
Total Amount Due	the total amount due in order to avoid incurring a Finance Charge, as set out in a Statement of Account;
Total Outstanding	the total amount (inclusive of any Credit Card Charges or Retail Transactions Outstanding Balance) outstanding on your Credit Card Account according to the Records at any particular time and as set out in a Statement of Account;
TouchPoints	Means the TouchPoints Program, the reward program established by ADCB Islamic Banking.
TPIN	the telephone personal identification number for accessing Telephone Banking;
TSP	the telecommunications service provider used by the Customer;
UAE	the United Arab Emirates;
Unassisted Service	the service enabling you to access your Safe Deposit Locker via plastic card systems, a personal identification number and/or bio-metric scanning or any other method prescribed by ADCB Islamic Banking which does not require personal assistance;
Unforeseen Circumstances	acts of God or other unforeseen circumstances outside of ADCB Islamic Banking or its Affiliate's control, which impacts the ADCB Islamic Banking or its Affiliate's ability to perform any of its obligations under these Terms and Conditions including, without limitation, failure or unavailability or impairment of telecommunications systems and communications networks, computer or data processing/storage facilities or any other facilities or services used by ADCB Islamic Banking or its Affiliates, mechanical failure, power failure or variation in the supply of power, malfunction, breakdown or inadequacy of equipment, machinery, systems or software failure, Viruses, strikes, riots, acts of war, lockouts or industrial disturbances and/or governmental action;
Unrestricted Mudaraba	the Mudaraba entered into between the Customer and the Bank whereby the Customer, by accepting these Terms and Conditions, appoints the Bank as Mudarib to invest the funds in Sharia compliant investments on an unrestricted basis;

Unrestricted Wakala/ Investment Agency	the Wakala/Investment Agency entered into between the Customer and ADCB Islamic Banking whereby the Customer, by accepting these Terms and Conditions, appoints the ADCB Islamic Banking as Wakeel/Investment Agent to invest the funds in Sharia compliant investments on an unrestricted basis;
US	the United States of America;
USD	the lawful currency of the United States of America;
User ID	the identity number assigned to the Customer by ADCB Islamic Banking for accessing Internet Banking;
Utilisation Date	the date on which the relevant Murabaha Sale occurs;
VAT	value added tax or any like tax imposed in any jurisdiction from time to time;
Vehicle	the vehicle described in the Application Form for the Car Finance and includes all accessories, attachments, replacements, renewals and registrations from time to time of the vehicle;
Voice Pass	the vocal password which you may be required to provide in connection with the use of Telephone Banking;
Virus	a computer virus and/or other mobile code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable or disrupt any software, hardware, data or other property;
Wadi'ah	means a contract of safekeeping between the Bank and the Customer.
Wakala Deposit Account	A Sharia-compliant account, under which the Customer (Muwakkil) appoints ADCB Islamic Banking to act as its investment agent.
Wakala	refers to an investment agency contract between the Customer (Muwakkil) and ADCB Islamic Banking.
Wakala Deposit	means the funds placed by the Customer with ADCB Islamic Banking under Wakala Contract for investment.
Wakeel	means ADCB Islamic Banking
Wakala Deposit Account Application Form	the application form for Wakala Deposit Account extended by way of Unrestricted Wakala/Investment Agency submitted by the Customer to ADCB Islamic Banking;

Wakala Deposit Investment Agency Agreement	the Investment Agency Agreement appended to the Wakala Deposit Account Application Form incorporating the terms of Part E of the Credit Card Terms and Conditions;
Wakala Deposit Account Terms and Conditions	the product specific Wakala Deposit Account Terms and Conditions appended to the Wakala Deposit Account Application Form and any supplementary terms and conditions that may from time to time be in force available at Website;
Wakeel Fee	an amount or percentage of fee approved by the Internal Shari'ah Supervision Committee and notified to the Depositors prior to the start of each Profit Period during the Investment Period for the Wakala Deposit;
Website	www.adcbislamic.com or any one or more other internet domains specified by ADCB Islamic Banking from time to time;
Website Information	the information and materials (including text, graphics, links or other items) made available or accessed through Internet Banking and/or on the Website;
Weighted Average Balance	the average balance of an Account over a Profit Period, with every deposit made into an Account being recognised for this purpose on the Business Day after it is has cleared into an Account and every withdrawal made from an Account being recognised for this purpose on the day of its withdrawal; and
You or "you"	the party applying for an ADCB Islamic Banking Offering or the Customer and anyone claiming through you, "You" and "Your" will be construed accordingly.