TERMS AND CONDITIONS

PRIVATE BANKING

(Effective from 31st December 2026).

بنك أبوظبي التجاري ADCB | PRIVATE

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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 entire consumer banking relationship and interaction with ADCB and will continue to apply throughout your consumer banking relationship with ADCB.
- Certain parts of these Terms and Conditions contain terms governing the use of a particular ADCB 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.

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 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 consumer banking relationship and interaction with ADCB 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 from time to time, which amount to an acceptance (including completion of any Form, use of any ADCB 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 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 consumer banking relationship and interaction with ADCB.

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 Offering, you should refer to the Website, and in particular the relevant FAQ section on the Website. You can also contact ADCB on the contact details specified on the Website.

1.5 How do you sign up for any ADCB Offering?

- You can sign up for any ADCB Offering by completing a Form. If applicable, you may also be required to take additional actions

prescribed by ADCB from time to time. For example, if you wish to open a particular type of Account, you may also be required to make a minimum initial deposit.

- For each ADCB Offering (including, without limitation, Joint Accounts and Accounts opened for a minor), you must follow the ADCB Policies for that particular ADCB Offering.

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

- Not all ADCB Offerings are available to Consumer Corporate Customers. ADCB may, in its sole discretion, make certain ADCB Offerings available to certain types of Consumer Corporate Customers. Please consult your ADCB relationship manager to determine whether an ADCB 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 before applying for an ADCB Offering or engaging in any other transactions with ADCB. For your protection, you may be required to take additional steps when you transact with ADCB.

  For example, if you are illiterate, in addition to any other special conditions and/or restrictions imposed by ADCB 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 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's satisfaction, a power of attorney granted to such party in a form acceptable to ADCB.

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 Offering may also be subject to supplemental terms and conditions relating to that ADCB Offering (such as any Specific Features). Such supplemental terms and conditions may be issued by ADCB 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 from time to time. By applying for and/or using an ADCB Offering, you will be deemed to have read, understood, accepted and agreed to be bound by any supplemental terms and conditions (including any Specific Features) applicable to that ADCB Offering. References to "Terms and Conditions" contained herein will, where applicable, be deemed to include any Specific Features and any supplemental terms and conditions.

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

- Whilst ADCB and its Affiliates will use reasonable efforts to ensure the availability of and access to ADCB Offerings including Electronic Banking, ADCB Branches and any other service or offering provided by or through ADCB (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 to carry out any planned or unplanned and regular or one-off upgrades, maintenance or repairs of the ADCB'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 in providing or processing the Products and Services (a "**Service Disruption**"). To the fullest extent permitted under Applicable Laws, ADCB and its Affiliates shall not be responsible for, and you shall indemnify and hold harmless ADCB and its Affiliates from and against, any Liability arising directly or indirectly out of any Service Disruption.

2. Customer Communications

2.1 How will you communicate with ADCB?

- ADCB 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 Offering to which the Customer Communication relates, or for any other reason that ADCB considers appropriate.
- Except as otherwise specified by ADCB from time to time and depending on the nature and content of such communication, Customer Communications may be sent to ADCB:

  (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.
- In respect of any Customer Communications that are required to be made by you in writing, ADCB 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 will treat as genuine and process any Customer Communication that ADCB believes in good faith to have been issued by you (or your Nominee) and ADCB 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 electronically or by telephone?

- ADCB 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 may also require you

to provide originals of all applications and other documents that are, in the sole opinion of ADCB, 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 immediately after the execution of such transactions in such form as ADCB 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 to cancel, void or not acknowledge receipt of or act on the communication and not initiate the transaction.

- ADCB 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 attempts to contact you but is unable to confirm and/or verify the authenticity of your Customer Communication, ADCB may, in its sole discretion, elect not to process it.

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

- ADCB may delay or refuse to process any Customer Communications:

(A) if ADCB believes that they are not accurate or authentic;

(B) if ADCB could or would be in breach or contravention of any Applicable Laws, 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 from time to time (such as any applicable maximum or minimum daily limits);

(D) if ADCB 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 and its Affiliates from any Liability arising from:

(A) ADCB 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 communicate with you?

- Unless you have expressly requested to receive Bank Communications to your Address by mail, and provided that ADCB has expressly consented to such request, ADCB may send Bank Communications

with respect to any ADCB 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.
- Unless ADCB 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 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.
- ADCB may, from time to time, send you Bank Communications relating to the promotion of an ADCB Offering (whether existing or new). You hereby consent to ADCB sending such communications to you.

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

- Neither ADCB nor its Affiliates will be responsible for any Liability arising from circumstances outside ADCB'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 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.
- You will indemnify and hold harmless ADCB and its Affiliates from any Liability incurred prior to your notification of any loss, theft, or misuse of Bank Communications.
- ADCB may, in its sole discretion, re-issue any lost or non-received Bank Communications to you provided that you pay ADCB 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 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 will take all reasonably practicable steps to ensure that your transactions are secure and all communications between you and ADCB 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's Liability cannot be limited or excluded under the Applicable Laws, it is entirely at your own risk. Accordingly, except to the extent ADCB's Liability cannot be limited or excluded under the Applicable Laws, neither ADCB 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 or Approved Third Party Digital Channels;

  (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 have a right to vary these Terms and Conditions?

- To the extent permitted by Applicable Laws, ADCB may change, replace, supplement or delete any of these Terms and Conditions (including but not limited to changes to its interest rates (including any Prevailing Rate), Charges, and any features of the ADCB Offerings), any Specific Features and any product-specific terms and conditions in its sole discretion and at any time. If there are any changes to these Terms and Conditions or to any Specific Features, ADCB will give you notice 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.
- Retention or use of any ADCB 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 or any Specific Features, ADCB will have the right to terminate its relationship with you.
- For the avoidance of doubt, the rebranding or renaming by ADCB of any ADCB Offering will not be construed as a change to these Terms and Conditions or any Special Features. ADCB will have the unrestricted right to change the branding or name of any ADCB

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 Offerings?

- Except as otherwise set out in these Terms and Conditions, all Confidential Information is confidential between you and ADCB. 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 that ADCB 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;

  (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 from time to time.
- There may also be additional security obligations in respect of specific ADCB Offerings. Please refer to the terms specific to such ADCB 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 Offerings, you must immediately contact ADCB and follow any instructions given to you by ADCB. 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 may require.

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

- Unless and until you notify ADCB 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 Offerings and you will indemnify and hold harmless ADCB and its Affiliates from any Liability arising out of such unauthorised access.

7. Records

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

- ADCB may, throughout your consumer banking relationship with ADCB and as ADCB deems fit, retain and maintain the Records electronically or by such other method of storage as may be convenient to ADCB. 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 may record communications by telephone or any other means between:

  (A) you (including your representatives); and

  (B) ADCB's employees and representatives.
- The Records will be conclusive and binding evidence of any communications and transactions between you and ADCB (including where any service is provided by ADCB 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 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.
- ADCB will take reasonable care to maintain the Records. However, you acknowledge and agree that the Records are maintained solely for the benefit of ADCB and its Affiliates and that you have no rights, proprietary or otherwise in relation to the Records. Neither ADCB 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 declines an application by you for an ADCB 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 for whatever reason including but not limited to maturity of any ADCB Offering or early termination of ADCB Offering, by ADCB 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, will not be returned to you. ADCB reserves the right to dispose off any such Security securely by way of shredding or in any other manner, which ADCB 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 with all information and documents, including tax information or self-certifications, which ADCB may require for any purpose including in connection with the relationship between you and ADCB or in connection with any Tax Obligations. Please refer to ADCB's Privacy Notice 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 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's express consent. You must inform ADCB if your Account is being opened and held on behalf of (including on trust for) third party beneficiaries, and you must provide ADCB with any information and documents requested by ADCB to enable ADCB 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 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 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 with information and documentation that ADCB requests, or you provide inaccurate, incomplete or misleading information and/or documentation, ADCB may: (A) withhold a proportion of the Available Balance (including interest), 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) terminate any Loans that you have taken out in accordance with Clause 13.1(Q) of Section A of part 6; and/or (E) transfer your Account and/or banking facilities to an Affiliate of ADCB.

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

- You warrant, represent and undertake to ADCB that any information, specimen signature, biometric data and/or documentation that you provide to ADCB will be complete, true and accurate. You authorise and agree to ADCB's verification of any such information from whatever sources it considers appropriate.
- You must notify ADCB 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 from time to time.

- If you are a Consumer Corporate Customer, you must advise ADCB immediately of any changes in the Establishment Documents and any other relevant information, and furnish ADCB with any updated information. Upon update or renewal of any Establishment Documents, you must promptly provide ADCB 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 and its Affiliates from any Liability arising out of any failure by you to provide ADCB 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.

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

- **Confidentiality**

The Bank shall keep all Confidential Information confidential, but you consent to the Bank disclosing all such Confidential Information and/or your use of any ADCB Offerings (including where applicable, information in relation to your beneficial owners), on a confidential basis:

(a) to any ADCB Affiliates;

(b) to any Delegate to the extent necessary to enable the Bank to provide Services to the Customer, directly or indirectly;

(c) to any professional adviser of the Bank;

(d) to any exchange, depository, clearing house or settlement system, swap data repository or trade repository (whether local or global), where the Bank or a Delegate is required to disclose such Confidential Information;

(e) to any actual or potential permitted transferee or assignee (or, in each case, any of their agents or professional advisers) whether local or global of the Bank's rights and obligations under these Terms and Conditions or in connection with any business transfer, disposal, merger or acquisition undertaken by the Bank;

(f) to any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection to the Bank in connection with the Services provided by the Bank;

(g) to the Etihad Credit Bureau, any other authorised credit reference agency or credit bureau or the Emirates Integrated Registries Company, and you fully acknowledges the consequences of such disclosure on your ability to access future financial products or services, whether from the Bank or any other party;

(h) as required by any applicable law;

(i) as required by any court, tribunal, regulatory, supervisory, tax, sanctions, governmental or quasi-governmental authority having jurisdiction over the Bank or that the Bank reasonably believes has jurisdiction over you. For the avoidance of doubt, any voluntary decision of ADCB to comply with the requirements of a court, tribunal, or regulatory, supervisory or governmental or quasi-governmental authority with jurisdiction outside the UAE shall (a) be made at ADCB's sole discretion, and (b) be subject to ADCB's compliance with Applicable Laws;

(j) to any listed company or other type of entity (or its agent or nominee) in which you have an interest in securities which are held by the Bank as your nominee in circumstances where the Bank is obliged to disclose such Confidential Information as the holder, legal owner of record or custodian of those securities;

(k) as may be required in order to preserve or enforce any of the Bank's rights or remedies against you;

(l) as otherwise specified in these Terms and Conditions or in any ADCB Offering, any Specific Offering or supplemental terms and conditions applicable to that ADCB Offering;

(m) any party that ADCB 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 for you);

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

(o) any party that ADCB 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; or

(p) any party pursuant to ADCB's internal operational requirements (including credit and risk management, system or product development and planning, insurance, 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 in any other jurisdiction.

Except in circumstances where ADCB Liability cannot be limited or excluded under Applicable Laws, neither ADCB nor its Affiliates will be responsible for any Liability in relation to any disclosures made under the circumstances detailed herein, or any similar circumstances.

You authorise the Bank to obtain information, on an ongoing basis, from the Etihad Credit Bureau, the Emirates Integrated Registries Company, the Central Bank of the UAE, banks and other financial institutions, your employer, references or any other body as the Bank deems appropriate or necessary, about your financial and non-financial affairs which includes but is not limited to the details of your banking facilities, financial position, income, contact information and any other information relating to you (including Personal Data) which the Bank deems appropriate without any reference to you.

To comply with certain of its legal or regulatory obligations, the Bank may centralise the processing of your information in one or more locations inside or outside the UAE.

You agree to the processing and disclosure of your Confidential Information in accordance with this Clause 8 and to the transfer by

the Bank, or its Delegates on the Bank's behalf, of your Confidential Information to another country or countries for processing on behalf of the Bank. In this context, you acknowledge that your Confidential Information may be accessed under legal proceedings outside the UAE in such circumstances.

Where the Bank discloses Confidential Information in accordance with this Clause it shall, where reasonably practicable, take steps to ensure that the recipient of such Confidential Information will keep such information confidential.

Personal Data Protection

- The Bank is committed to providing a high level of protection regarding the processing of your Personal Data in compliance with applicable data protection laws and regulations.
- You provide your express consent to the collection, use, storage, disclosure or otherwise processing of your Personal Data (inside or outside of the UAE) for the following purposes:

  (a) processing applications for Services, including assessing your suitability and performing necessary checks and risk assessments;

  (b) providing Services (including Electronic Banking services), such as effecting payments or transactions and completing instructions or requests;

  (c) monitoring and improving the Bank's website and its content;

  (d) establishing and managing banking relationships and accounts;

  (e) preventing, detecting, investigating and prosecuting crimes (including but not limited to money laundering, terrorism, fraud and other financial crimes) in any jurisdiction through identity verification, government sanctions screening and due diligence checks;

  (f) complying with applicable laws, regulations, policies, voluntary codes, judgements or court orders, as well as any request by any authority, regulator or enforcement agency or body in respect of any ADCB Affiliates;

  (g) establishing, exercising or defending legal rights in connection with legal proceedings (including any prospective legal proceedings) and seeking professional or legal advice in relation to such legal proceedings;

  (h) surveillance of premises (including automated teller machines);

  (i) recovery of any loan facility where you have become indebted to the Bank including the disclosure of your Personal Data with trusted third parties for the recovery process;

  (j) engagement with trusted third parties such as tracing agents, debt collection agencies to locate your whereabouts and assets. This includes the disclosure of Personal Data such as identification details, financial information and other relevant information as necessary for the identification and resolution any financial indebtedness or realization of the Bank's rights; and

  (k) sale of your facilities or any of its rights in such, where information relating to the contact information, facility, security related information and payment history or other relevant information as may be required may be shared within or outside the UAE with prospective bidders and their advisors for the recovery or realization of any of the Bank's rights.
- The Personal Data requested by the Bank is necessary to provide you with your ADCB Offering(s). If it is not provided to the Bank, the Bank

may be unable to comply with its legal or regulatory obligations or provide you with the services you have requested.

- The Bank may from time to time engage with Affiliates and third parties outside of the UAE. You consent to the Bank to sharing your Confidential Information with such parties outside of the UAE. Where we are permitted to transfer your Personal Data outside the UAE, the Bank will ensure appropriate safeguards are in place to protect your Personal Data.
- The manner in which the Bank collects, uses, stores, shares and protects your Personal Data, as well as your rights 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/tools-resources/adcb-privacy-policy/) Abu Dhabi Commercial Bank - UAE (www.ADCB.com). Unless expressly stated otherwise in the relevant terms and conditions, the terms of the Privacy Statement apply to all ADCB Offerings and may be updated by the Bank in accordance with these Terms and Conditions in order to comply with applicable data protection laws and regulations.
- For any requests relating to the processing of your Personal Data, you should contact:

  Data Protection Officer

  Abu Dhabi Commercial Bank PJSC

  Abu Dhabi, United Arab Emirates

  Email: dataprivacy@adcb.com

8.4 How will ADCB use credit references about you?

- When you apply for any ADCB Offering and at any point during which you are a Customer, ADCB may request any information relating to you that ADCB considers appropriate from your employer, any financial institution, credit reference agency (including Al Etihad Credit Bureau) or any other source that ADCB considers necessary, to assess your ability to meet your commitments.
- You authorise ADCB (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 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 that:

  (A) the monies used to fund your relationship with ADCB 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 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 Offering;
2. any funds deposited with ADCB;
3. any funds lent, contributed or otherwise made available to you by ADCB; or
4. any other funds resulting from your relationship with ADCB,

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 but not limited to tax evasion or deemed tax evasion; and

(F) you will not lend, contribute or make available any amount or ADCB 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 Offering be affected by ADCB's compliance with sanctions, tax and other regulatory requirements?

- ADCB 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 Offering; and/or

  (d) taking such other steps and/or actions as ADCB 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.
- If you ask ADCB to make a payment to an account held with a financial institution which does not participate or comply (or which ADCB cannot verify that it participates or complies) with relevant tax legislation, ADCB may be required, and you authorise ADCB, to withhold certain amounts from that payment and ADCB will notify you if this is the case.
- As part of their compliance with any Tax Obligations, ADCB 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 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 or its Affiliates, to compensate for such withholdings made under applicable Tax Obligations.
- Neither ADCB nor its Affiliates will be responsible for, and you will indemnify and hold harmless ADCB 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 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 or its Affiliates, howsoever made will be final and binding upon you.

10. Charges and Other Amounts Payable to ADCB and Application of VAT

10.1 What are ADCB's Charges?

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

10.2 How are payments made to ADCB?

- All payments made by you to ADCB 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, or where ADCB 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'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 by its Payment Due Date or upon ADCB'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 believes that you intend to leave the UAE without paying amounts owed to ADCB,

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

- If required, you authorise ADCB 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 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 will have the right to charge you default interest on the outstanding sums (including for the avoidance of doubt any Charges) and default Charges, from the date that payment has become due until the date when the outstanding sums are paid in full. ADCB's right to charge you default interest or default Charges is without prejudice to any other rights that it may have in relation to late payment.
- In addition to any Security that ADCB may have over your Account(s) or any of your assets in ADCB's custody now or hereafter, ADCB 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.
- To the extent that ADCB exercises its Right of Set-Off against any Fixed Term Deposit that you may hold, you authorise ADCB to, in its sole discretion, withdraw such amounts before the end of the agreed term of such Fixed Term Deposit. You may also incur any early withdrawal penalties or Charges arising under Clause 3.4 of part 2.
- ADCB may retain any monies received, recovered or realised under these Terms and Conditions or under any other Security or guarantee as ADCB sees fit without any intermediate obligation on the part of ADCB to apply the same or any part thereof in or towards the discharge of the sums due and owing to ADCB.
- So long as any amount owed to ADCB remains unpaid by you, ADCB will be entitled to suspend, terminate or cancel any of the ADCB Offerings provided to you.
- ADCB will be entitled to notify a credit reference agency of your default. This may negatively affect your credit-worthiness with ADCB and other banks in the future.
- ADCB may also take other enforcement actions against you and you may be contacted by ADCB or third party debt collection agencies engaged by ADCB to act on its behalf for debt collection purposes.
- If you do not have sufficient funds in your Account to pay any Charges, ADCB shall have the right to debit your Account with such Charges and you shall be liable to repay any overdrawn amount to ADCB.

10.4 Are you liable for VAT?

- Unless expressly specified or agreed otherwise by ADCB, all amounts (including any Charges) stated as being due from you to ADCB under these Terms and Conditions are exclusive of VAT properly chargeable.
- Unless expressly specified or agreed otherwise by ADCB, where ADCB 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 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 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 and will account for all VAT due in the relevant jurisdiction, and no VAT will be due to ADCB in addition to the consideration.
- Where you have agreed to pay, repay or reimburse the costs, fees, Charges or expenses of ADCB in connection with goods or services provided by ADCB to you under these Terms and Conditions, other than where it gives rise to a taxable supply by ADCB, you shall also reimburse ADCB for any part of such cost, fee, charge or expense (or proportion of it) which represents VAT, save to the extent that ADCB notifies you that it is satisfied that it will be entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- Where pursuant to these Terms and Conditions you are rendering taxable supplies to ADCB 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, 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 Offering, you and ADCB will make all appropriate adjustments to the VAT including the repayment of VAT, the further payment of VAT and the issue of any credit note or further VAT invoice valid for VAT purposes.
- If ADCB 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 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 with all information it requires or requests to comply with its VAT obligations arising from these Terms and Conditions.
- You shall not have any recourse to ADCB in any way whatsoever for any error or failure by ADCB in relation to VAT, including without limit:

  (A) where ADCB is subject to a VAT ruling(s), determination, announcement or generally accepted practice in connection with any taxable supplies made under these Terms and Conditions.

  (B) where ADCB has assumed that it can recover input VAT and (for whatever reason) and this assumption is subsequently held to be incorrect or invalid; and/or

  (C) where ADCB's treatment of VAT in respect of any claim for

payment made in respect of any taxable supplies made under these Terms and Conditions is subsequently held to be incorrect or invalid.

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 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 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's cut-off time for conversion into the currency into which the transfer is being made, then ADCB 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, 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 interest will accrue on the expected payment during such delay.
- If you wish to request an alternative or fixed exchange rate from ADCB, you must give ADCB sufficient notice in advance of the transaction, and such rate shall be offered at ADCB'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 a foreign currency margin, and you will reimburse ADCB for all costs or expenses it incurs as a result of such transactions. This foreign currency margin is charged in addition to any standard processing fee charged by the Card Scheme Provider.
- You are solely responsible for, and neither ADCB nor its Affiliates will be responsible for, any Liability arising from circumstances outside of ADCB'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 for all costs or expenses it incurs as a result of such transactions.

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 with a power of attorney granted to such Nominee(s) in a form acceptable to ADCB; and

  (B) completing any Form prescribed by ADCB for that purpose from time to time.
- Your Nominee must provide ADCB 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 from time to time.
- If you decide to revoke or change the delegation of authority, you must promptly notify ADCB. You (and any Nominee) will indemnify and hold harmless ADCB 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 Offerings that ADCB provides to you and in such event, ADCB 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 shall not be responsible for, and you (and the relevant Nominee) will indemnify and hold harmless ADCB and its Affiliates from and against, any Liability arising out of or in connection with ADCB accepting, effecting, or clearing any such instructions, mandates, cheques and/or other relevant documents, which ADCB 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 should accept instructions from the Joint Account Holders on:

  (A) an "or" basis, meaning that ADCB 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 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 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 will not issue any Joint Account Holder with a Debit Card. Certain other ADCB Offerings, as prescribed by ADCB 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.
- If you wish to apply for an Overdraft for your Joint Account, all Joint Account Holders must do so collectively, regardless of whether your Joint Account is subject to an "or" or an "and/or" instruction.
- In the event of the death or legal disability of a Joint Account Holder, the other Joint Account Holder(s) must notify ADCB 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 arising from activity on your Account, use of any ADCB 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 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, unless instructed otherwise by all of the Joint Account Holder(s) or by a court order.
- If ADCB becomes aware of a dispute between Joint Account Holders or receives conflicting instructions from you and the other Joint Account Holder(s), ADCB 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 and its Affiliates from any Liability for any transaction or the use of any ADCB 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 with confirmation, in a form satisfactory to ADCB, 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 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 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 with details of their Address and any other requested information and promptly update ADCB whenever there is any change in such details or information;

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

  (C) the Guardian will indemnify and hold harmless ADCB 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 go to a Branch to complete the relevant Form in order to update the Account Information with the minor's details; and

  (E) ADCB 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.
- ADCB will follow the guidance set out in Applicable Laws and any court order when operating an Account held for a minor.
- Notwithstanding Clauses 14.1 and 14.2 of this part, a minor who is 18 years of age and who is employed or self-employed (holding a trade license in his own name) may open a Current Account without a Guardian.

15. Statement of Account

15.1 Will ADCB 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 in its sole discretion. You may also view your E-Statement by accessing Internet Banking or through the use of such other ADCB Offerings as ADCB may introduce from time to time.
- Unless you inform ADCB that you wish to receive a Paper Statement you will only receive E-Statements.
- ADCB may, in its sole discretion, restrict or terminate your use of the E-Statement service. If this happens, ADCB 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 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 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 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's control, ADCB will not be held responsible for any consequences whatsoever arising therefrom.
- You will continue to be liable to ADCB 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 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 agrees that there has been an error, ADCB will take steps to correct it. ADCB 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 suspend, freeze, block or put a hold on your Account?

- While ADCB will reasonably endeavour to give you prior notice before doing so (unless prohibited from giving such notice under Applicable Laws), ADCB 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 pay ADCB the amount of any debit balance with interest and other applicable Charges;

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

  1. your or any Joint Account Holder's death or legal disability (or, if you are a 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 receives an order from a court or other regulatory authority, having jurisdiction in the UAE, to suspend, freeze, block or put a hold on your Account;

(D) if ADCB 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 may require you to provide any necessary documentation to verify the legality of the transactions in question;

(E) if ADCB 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 cease or ADCB believes that you are likely to lose your primary source of income, and you have existing obligations to make monthly payments to ADCB;

(G) if you have obligations to make monthly payments to ADCB out of your salary and you receive any advance salary payments into your Account, in which case ADCB 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 with any information or documentation relating to you and/or your Account that ADCB is required to maintain in accordance with Applicable Laws and/or ADCB's own policies or is otherwise requested by ADCB;

(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 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 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 believes it is necessary to do so.

- Neither ADCB 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 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 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 may also, in its sole discretion, suspend your access to any ADCB Offering. While ADCB will reasonably endeavour to notify you before suspending your access to an ADCB 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 from time to time, including:

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

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

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

  (D) repaying anything owed to ADCB 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 close your Account?

- ADCB 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 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 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 from time to time;

  (E) if ADCB receives an order from a court or regulatory authority, having jurisdiction in the UAE, requiring it to do so;

  (F) if you are no longer a resident of the UAE;

  (G) if ADCB 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;

  (J) if you do not, upon request, provide ADCB 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's own policies or is otherwise requested by ADCB;

  (K) if you provide ADCB with incorrect information;

  (L) where ADCB considers it necessary to do so, for the prevention of money laundering;

  (M) for prevention of fraud;

  (N) where ADCB 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 believes it is necessary to do so.

- ADCB will provide you with written notice as per Applicable Laws before closing your Account, including reasons for the closure, unless where ADCB 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 nor its Affiliates shall be

responsible for any Liability arising out of the closure of your Account.

- You will indemnify and hold harmless ADCB 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 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, 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 will take reasonable steps to return the payment to them; and

  (D) you must comply with any instructions notified to you by ADCB for closure of other Accounts and ADCB Offerings.

- Once all of your obligations towards ADCB have been satisfied in full, ADCB will pay any remaining balance in your Account to you, after deducting any applicable Charges. You must inform ADCB 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; 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 or ADCB Policies.

  If ADCB is unable to contact you and/or you do not otherwise inform ADCB of the payment method by which you wish to receive the remaining balance of your Account, ADCB 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 will have the right to deal with such amount in any way permitted under Applicable Laws and these Terms and Conditions.

Inactive

16.7 Can your Account be treated as inactive?

- ADCB 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 from time to time; or

  (B) ADCB is not aware of your most up-to-date Address.

- If you wish to re-activate your Account, you must contact ADCB and follow any procedures required by ADCB to re-activate the Account.

- While your Account is inactive, ADCB will have the right to deal with any amounts contained in your Account in any way permitted under Applicable Laws 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 terminate its relationship with you?

- In addition to any other termination rights that ADCB may have under these Terms and Conditions, ADCB will have the right to terminate its relationship with you if you breach any of your obligations in respect of any ADCB Offering, these Terms and Conditions and/or any ADCB Policies. Neither ADCB 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 from any Liability arising out of such termination.

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

- In the event of termination of any ADCB Offering or breach by you of these Terms and Conditions, ADCB will, subject to Applicable Laws, 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 and must be surrendered to ADCB immediately upon request by ADCB 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. ADCB 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 may also require the Supplementary Cardholder to complete a Form or to provide any further information requested by ADCB. Where the completion of a Form by the Supplementary Cardholder is not required by ADCB, you, as Primary Cardholder, confirm that the Supplementary Cardholder has been notified of and consented to the disclosure of his/her information to ADCB.
- 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 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 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 may provide information about the relevant Card Account to the Supplementary Cardholder. Neither ADCB 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 otherwise, upon expiry of a Supplementary Card, ADCB 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 may, at any time, cancel or restrict the use (including amending the Card Limit) of any Supplementary Card and demand its return. While ADCB 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.
- If there is ever any dispute between you and any Supplementary Cardholder, your obligations to ADCB will not in any way be affected by such dispute. ADCB will continue to share information about the Card, the Card Account and the Supplementary Card with you and any Supplementary Cardholder until ADCB 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 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 when prompted;
  (B) physically sign for a Card Transaction;
  (C) use a Contactless Technology feature; and/or
  (D) any other actions required by ADCB from time to time.
- With regard to transactions that require an OTP, ADCB 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 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.
- Any Card Transaction made after the Cut-off Time is treated as a next

Business Day value transaction. ADCB may, from time to time, set or change the Cut-off Time, in its sole discretion and without notice or responsibility for any Liability on its part.

- As part of its authorisation and fraud prevention procedures, ADCB may also refer an authorisation request back to the Merchant and request further details or identification from you or the Cardholder. ADCB 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 may result in your Card becoming blocked or in the imposition of other restrictions on its use, as prescribed by ADCB from time to time.
- ADCB 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 Can you use your Card at Self Service Terminals?

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

17.5 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 (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's control, and neither ADCB 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, 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.

17.6 What can ADCB use as evidence of your Card Transactions?

- ADCB 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, in its sole discretion, is willing to accept from time to time including, but not limited to, records of a Merchant.

17.7 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 Clauses 10.5 of part 2 and 4.3 of part 5 (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 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 or Cash Advance (as the case may be), 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 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 may have specified for your Card Account.

- The limits on withdrawals are subject to change by ADCB (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's control, and neither ADCB 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, for further information on these limits.

17.8 Can ADCB decline your Card Transaction?

- Even if your Card Limit has not been reached, ADCB 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'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 is suspected or turns out to be untrue or incorrect;

  (C) you do not provide ADCB 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 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 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 in connection with the use of your Card and/or Card Account;

(H) ADCB 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 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 with any requested documents or information; and/or

(M) for any other valid reason.

17.9 Are there any charges for using your Card?

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

17.10 What are the matters for which ADCB 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, neither ADCB 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, knowledge or express or implied authority; or
  3. the result of a fraudulent act (unless the fraudulent act was by ADCB);

  (C) ADCB, 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 or PIN; or
  3. provide Cash Withdrawals or Cash Advances (as the case may be) up to the Card Limit, Cash Advance Limit or otherwise;

  (D) any failure by ADCB to perform any of its obligations under these Terms and Conditions, if such proper performance would result in ADCB being in breach of any Applicable Laws or ADCB 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 arising out of circumstances outside of ADCB'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 and its Affiliates against any Liability arising out of:

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

  (B) ADCB 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 from time to time;

  (E) the exercise by ADCB 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 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 and its Affiliates will continue even after you cease to hold a Card.

- Your obligations to ADCB 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.

17.11 Can you let anyone else use your Card?

- You must not allow your Card, PIN, FacePass 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.

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

- If your Card is lost, stolen or damaged, or if the PIN or OTP are disclosed to or discovered by any other party, you must immediately notify ADCB of the incident by contacting ADCB. 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 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.

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

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

- If ADCB decides in its sole discretion to investigate any alleged unauthorised Card Transactions, you must cooperate with ADCB and the police to investigate the incident and, if applicable, to recover any lost or stolen Cards.
- ADCB 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 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 determines in its sole discretion that there has been an unauthorised Card Transaction, ADCB will reverse the unauthorised Card Transaction.
- If ADCB later becomes aware of evidence that shows that ADCB was not responsible for the Card Transaction or that the Card Transaction was not unauthorised, ADCB 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 in investigating the Card Transaction (including, if applicable, any interest that would accrue if the Card Transaction resulted in your Account becoming overdrawn).
- If you notify ADCB of a Card Transaction as "unauthorised" and it is later determined to be valid, you may be liable to pay an administrative Charge.

17.14 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 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.

17.15 Can you revoke or cancel a Card Transaction?

- You cannot revoke a Cash Withdrawal or a Cash Advance (as the case may be) 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, 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, you must notify ADCB.

17.16 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 within 30 days from the date of your Statement of Account in accordance with Clause 15.4 of this part.

17.17 Can ADCB suspend your Card?

- ADCB 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 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).

17.18 Can your Card be cancelled?

- While ADCB will reasonably endeavour to give you prior notice before cancelling your Card, where permitted by Applicable Laws, ADCB may cancel your Card without prior notice (by recall, termination or non-renewal):

  (A) at any time in ADCB's sole discretion;

  (B) if ADCB suspects Card fraud or theft;

  (C) upon your death, loss of mental capacity, bankruptcy or insolvency;

  (D) if ADCB reasonably believes that you have left the UAE to take up residence elsewhere;

  (E) if ADCB 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's prior approval;

  (I) any information provided by you to ADCB is incorrect;

  (J) any undertaking provided by you under these Terms and Conditions is invalid or breached;

  (K) ADCB determines that there are grounds which could lead to your inability (or those of your guarantor, if applicable) to fulfil your obligations to ADCB;

  (L) upon closure of your Card Account; or

  (M) if you fail to pay any sums to ADCB 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.
- Any annual fee which was paid by you before cancellation of your Card will not be refunded.
- Cancellation of your Card will not affect your obligations towards ADCB. You will remain liable for any Card Transactions that ADCB 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 repaying in full any outstanding liabilities on your Card Account and will keep ADCB indemnified for all costs (including legal fees and Card Charges) incurred in recovering such outstanding balances.

17.19 Can you cancel your Card?

- You may cancel your Card at any time by notifying or calling ADCB.
- You may (as Primary Cardholder), at any time, request ADCB to cancel a Supplementary Card. The cancellation of a Supplementary Card, for whatever reason, will not cancel your Card.

17.20 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 has a presence or (ii) cause or give rise to any Liability to any other Affiliate of ADCB 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.

17.21 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 for cancellation in accordance with Clause 17.18 of this part at least 14 days prior to your departure from the UAE.

18. Additional Products and Services

18.1 Can ADCB introduce Additional Products and Services?

- ADCB 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's "Investment Services Terms and Conditions").
- In relation to any Bancassurance, unless expressly agreed and specified by ADCB:

  (A) ADCB does not offer insurance advice, nor does it manage, underwrite or issue insurance policies; and

  (B) where ADCB offers insurance policies, these are underwritten by the respective insurance providers.
- In relation to any Investment Products, ADCB does not warrant the safety of investing in any Investment Products and does not guarantee their performance. Your investment in any Investment Products (including premiums received under any insurance plans) are not deposits with ADCB 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 provide Third Party Offerings?

- ADCB may refer to you, market or otherwise provide information on Third Party Offerings.
- You agree to ADCB marketing Third Party Offerings to you and acknowledge that ADCB may receive a fee from the third party providers in return for ADCB'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 makes no representation and provides no warranty whatsoever, expressed or implied, and neither ADCB 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 is limited to marketing or making a referral and neither ADCB 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.
- If there is any dispute between you and the third party provider of any Third Party Offering, your obligations to ADCB 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 will not, at any time, be deemed to be the supplier or issuer of any Third Party Offerings. Unless otherwise expressly stated by ADCB, ADCB 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 transfer its rights?

- ADCB may transfer, assign and/or novate any of its rights (in whole or in part) under any ADCB Offering to any party to a transaction acquiring an interest in, assuming risk in, or in connection with your consumer banking relationship with ADCB. Pursuant to such right, ADCB may include any receivables in respect of your financial obligations to ADCB in any securitised asset portfolios. In such an event, ADCB 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 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 Offering to any party without the prior consent of ADCB.

21. Unforeseen Circumstances

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

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

22. Further Assurances

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

- You undertake upon demand by ADCB 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 may consider necessary or expedient to facilitate or improve on any rights, authorities and discretions intended to be vested in ADCB by or pursuant to these Terms and Conditions (including without limitation the registration of any Security, Property or Vehicle in ADCB'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 Offering is cancelled, expires or is terminated?

- Unless otherwise expressly agreed by ADCB, the cancellation, expiry or termination of any ADCB Offering will not affect any rights (including any limitations or exclusion of ADCB'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 Offerings, Electronic Banking, the MobileApp and the Website are owned by or licensed to ADCB. All rights are reserved by ADCB 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 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 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.

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 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'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's Affiliates including their successors and assignees; and/or

  (B) ADCB'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 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.

29. Governing Law and Jurisdiction

29.1 Which laws govern the relationship between you and ADCB?

- 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.

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

- If there is a dispute between you and ADCB, you irrevocably agree that the courts of the Applicable Emirate will have (save for the exceptions granted in ADCB'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 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 decides to commence a claim against you in the:

  (A) SCT, you and ADCB 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 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 only. ADCB 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 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 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 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 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 itself

and/or by any such party on ADCB'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, you will, at your expense, appoint a process agent nominated by ADCB to accept service of process upon you.
- ADCB 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's employees, as evidence in any court, arbitral or other legal proceedings.

PART 2
PRODUCT SPECIFIC TERMS AND CONDITIONS

- This part 2 applies to you to the extent that you apply for any of the following:
  - (A) Current Account;
  - (B) Savings Account;
  - (C) Fixed Term Deposit Account;
  - (D) Call Deposit Account;
  - (E) Debit Card;
  - (F) Safe Deposit Locker; and
  - (G) Banker's Cheque.

- This part 2 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 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 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 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 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 9.1 of this part.

- You may apply for a Debit Card in accordance with Clause 10 of this part.

- Any other features relating to a Current Account (including any Specific Features) will be available on the Website.

1.2 Are Current Accounts interest-bearing?

- The Available Balance in a Current Account is generally non-interest bearing as per Central Bank regulations, unless otherwise offered by ADCB from time to time.

2. Savings Accounts

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

- You may apply for a Debit Card in accordance with Clause 10 of this part.
- A Savings Account does not entitle you to receive a cheque book.
- ADCB may, in its sole discretion, limit the number of Savings Accounts that can be opened by you.
- Details of the Minimum Balance required to open a particular Savings Account, and any other features relating to it (including any Specific Features), will be available on the Website and at each Branch.

2.2 Are Savings Accounts interest-bearing?

- Savings Accounts can be interest-bearing or non-interest bearing depending on the particular Savings Account.
- Details of the Minimum Balance required for a particular interest-bearing Savings Account to earn interest will be available on the Website and at each Branch. No interest will accrue if such Minimum Balance is not met.
- Interest will only be credited to an interest-bearing Savings Account if the Minimum Interest has accrued and such interest-bearing Savings Account has not been closed, any time prior to the interest pay out cycle decided by ADCB from time to time. Details of the Minimum Interest for a particular Savings Account will be available in the Schedule of Fees.
- Details of the calculation of interest in relation to a particular Savings Account will be available on the Website.

2.3 Can you make withdrawals from a Savings Account?

- You can make withdrawals from a Savings Account by using the relevant Form.

3. Fixed Term Deposit Accounts

3.1 What are the features or restrictions of your Fixed Term Deposit Account?

- A "Fixed Term Deposit" is a deposit of a fixed amount for a fixed period at a fixed rate of interest.
- Details of the Minimum Balance required to open a particular Fixed Term Deposit Account and any other features relating to it (including any Specific Features) will be available on the Website and at each Branch.
- Upon opening a Fixed Term Deposit Account, ADCB will issue you with a confirmation stating the principal amount of the Fixed Term Deposit, the agreed term and the agreed rate of interest payable for the term.
- You cannot make payments from your Fixed Term Deposit Account.

- The deposit amount in a Fixed Term Deposit Account cannot be increased or decreased during the agreed term, although you may open multiple Fixed Term Deposit Accounts.
- You must hold another Account of the type specified by ADCB from time to time for the duration of the agreed term of the Fixed Term Deposit.

3.2 How is interest calculated on a Fixed Term Deposit?

- Interest on a Fixed Term Deposit will accrue daily and will be calculated at the Prevailing Rate which is fixed for the agreed term of the Fixed Term Deposit and credited to you as prescribed on the Website or in the Form for that particular Fixed Term Deposit Account.
- Fluctuations in the market rates of interest for deposits will not affect the rates determined and applied on the Fixed Term Deposit throughout the term of the deposit.

3.3 Can you make partial withdrawals from a Fixed Term Deposit Account?

- You cannot make partial withdrawals from a Fixed Term Deposit Account.

3.4 What happens if you withdraw a Fixed Term Deposit before the end of the agreed term?

- Where you make a Fixed Term Deposit with ADCB, ADCB's obligation to repay the deposit shall arise at maturity. ADCB may, in its sole discretion, consent to the early withdrawal of a Fixed Term Deposit which will render it subject to a lower interest rate and a premature withdrawal Charge as prescribed by ADCB from time to time (which ADCB may deduct from the principal amount of your Fixed Term Deposit before making payment to you).
- Where ADCB has agreed to pay the interest on your Fixed Term Deposit prior to the maturity of the Fixed Term Deposit, early withdrawal of such Fixed Term Deposit will render it subject to no-interest or lower interest rate as per ADCB Policies and a premature withdrawal Charges as prescribed by ADCB from time to time. In an event of early withdrawal of such Fixed Term Deposit, ADCB shall deduct the interest already paid and premature withdrawal Charges from the principal amount of your Fixed Term Deposit or any of your other Account with ADCB, as per ADCB's sole discretion.

3.5 What happens on the expiry of the agreed term of a Fixed Term Deposit?

- Unless you instruct ADCB otherwise, at the end of the agreed term of a Fixed Term Deposit, ADCB will pay the principal amount of your Fixed Term Deposit together with any accrued interest, if not already paid to you, into the Account from which the Fixed Term Deposit amount was originally transferred.
- You can renew a Fixed Term Deposit (together with any interest accrued) for the same term and at the Prevailing Rate applicable on the date of renewal by:

  (A) notifying ADCB at least two Business Days before the expiry of the agreed term of the Fixed Term Deposit; or

  (B) applying for automatic renewal of your Fixed Term Deposit,

  in each case, using the relevant Form.

4. Call Deposit Accounts

4.1 What are the features or restrictions of a Call Deposit Account?

- A Call Deposit Account does not entitle you to receive a cheque book or a Debit Card.
- Details of the Minimum Balance required to open a particular Call Deposit Account and any other features relating to it (including any Specific Features) will be available on the Website and at each Branch.

4.2 Are Call Deposit Accounts interest-bearing?

- Call Deposit Accounts can be interest-bearing or non-interest bearing depending on the particular Call Deposit Account.
- Details of the Minimum Balance required for a particular interest-bearing Call Deposit Account to earn interest will be available on the Website and at each Branch. No interest will accrue if such Minimum Balance is not met.
- Interest will only be credited to an interest-bearing Call Deposit Account if the Minimum Interest has accrued and such interest-bearing Call Deposit Account has not been closed, any time prior to the interest pay out cycle decided by ADCB from time to time. Details of the Minimum Interest for a particular Call Deposit Account will be available in the Schedule of Fees.
- Details of the calculation of interest in relation to a particular Call Deposit Account will be available on the Website.

4.3 Can you make withdrawals from a Call Deposit Account?

- You can make withdrawals from your Call Deposit Account by using the relevant Form.

Using Your Account

5. Making deposits into an Account

5.1 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 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 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 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 will have the right (and you authorise ADCB) to debit your Account (and in the case of insufficient balance

in your Account, to overdraw your Account). Neither ADCB nor its Affiliates will be responsible for any Liability arising from such event.

5.2 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.

6. Making withdrawals from an Account

6.1 How do you make a withdrawal from your Account?

- Withdrawals may only be made out of cleared funds (unless you have the benefit of an Overdraft) 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 to pay or transfer;

  (C) for Current Accounts, against cheques written in the form prescribed by ADCB; and/or

  (D) for Savings Accounts or Call Deposit Accounts, on application using any Form prescribed by ADCB for that purpose.

6.2 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 offers this service on a discretionary basis and Charges may apply as prescribed in the Schedule of Fees.

7. Transferring funds from an Account

7.1 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 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 for that purpose.

- Notwithstanding the above, ADCB 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 Offering to which a Funds Transfer relates, or for any other reason that ADCB considers appropriate.

7.2 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 may require you to provide details of the payee account that are specific to accounts in

that country.

7.3 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 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.
- While ADCB shall use reasonable endeavours to carry out any stop payment instructions, ADCB shall not be liable in the event that it is unable to do so and monies are released (and you acknowledge that ADCB 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 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 from time to time;

  (C) ADCB, in its sole discretion, has reason to believe that the Funds Transfer will or could be in breach of Applicable Laws or ADCB Policies;

  (D) ADCB is not permitted to do so by Applicable Laws or ADCB Policies;

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

  (H) you instruct ADCB 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's control.
- ADCB shall not be responsible for, and you will indemnify and hold harmless ADCB and its Affiliates from and against, any Liability arising from ADCB'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. If, for any reason, your Account exceeds its Spending Limit as a result of any Funds Transfer, you will be liable to immediately repay any Exceptional Overdraft Amount including any applicable Charges.
- You warrant, represent and undertake that any Funds Transfers requested by you (or your Nominee) will not breach any Applicable Laws, these Terms and Conditions or any ADCB Policies.
- ADCB 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 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. ADCB 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, or where an Overdraft has been granted to you, the Spending Limit may be exceeded.
- Funds Transfers are 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.
- ADCB will not be a party to queries or disputes of any nature whatsoever that may arise between you and the payee.
- ADCB 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 and must be submitted sufficiently in advance of the execution date.
- If ADCB is unable to effect three consecutive payments due to insufficient funds the standing order shall be treated as cancelled without notification.

7.4 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.

7.5 Can ADCB attempt to execute Funds Transfer after the transfer date or expiry date of your standing order?

- If you have insufficient funds in your Account on the transfer date, notwithstanding anything stated in these Terms and Conditions, ADCB may, without any Liability whatsoever, attempt to execute the Funds Transfer after the transfer date or expiry date of your standing order. Notwithstanding the above, the Funds Transfer will only be successful if you have sufficient funds in your Account.

8. Overdrafts

8.1 How can you obtain an Overdraft?

- By agreeing to open an Account, ADCB does not in any way commit to granting you an Overdraft. Any decision to grant you an Overdraft, and the amount and terms thereof, is made in ADCB's sole discretion.
- You can only have an Overdraft if you hold a Current Account. In order to be granted an Overdraft, you should make an Overdraft request by completing the relevant Form.
- ADCB may in exceptional cases and in its sole discretion also grant an Exceptional Overdraft Amount without an Overdraft request where there are insufficient funds in your Account to cover a particular payment from your Account. If ADCB refuses to grant this Exceptional Overdraft Amount, it can refuse to effect the payment that you have authorised.
- If you are granted an Overdraft by ADCB, the General Loan Terms will apply to you. Please refer to part 6 for further details.

8.2 What will you be charged for an Overdraft?

- Unless otherwise agreed by ADCB, you must pay interest on any Overdraft regardless of whether you have made an Overdraft request. Such interest will be payable at the Loan Interest Rate and will be calculated on the outstanding debit balance (which will exclude the value of cheques or other pay orders drawn on other banks that have yet to be realised) on a daily basis and debited from your Account on the last Business Day of each month.
- Interest shall be payable (by way of deduction from your Account) in arrears on the last Business Day of each month, or as otherwise agreed with ADCB.
- If ADCB agrees to grant you an Exceptional Overdraft Amount, without prejudice to any of ADCB's other rights, if you fail to repay the Exceptional Overdraft Amount within one Business Day (or such other period determined by ADCB from time to time and in its sole discretion) of the Exceptional Overdraft Amount being granted, Default Interest will be charged from this time onwards until repayment in full of the Exceptional Overdraft Amount. ADCB also reserves the right to exercise its rights under Clause 10.3 of part 1.
- ADCB, in its sole discretion, may levy Charges (such as a monthly minimum Charge and/or renewal fees) for an Overdraft in addition to the interest referred to above.
- Each of the following shall be considered a Termination Event in relation to an Overdraft:

  (A) if you exceed the authorised limit of your Overdraft;

  (B) if you do not pay the accrued interest on the relevant Interest Payment Date.

8.3 When must you repay your Overdraft?

- You must repay any overdrawn amount (including any related Charges and applicable interest) before the end of the term of the Overdraft.
- ADCB may also at any time and in its sole discretion:

  (A) cancel your Overdraft and demand that you immediately repay the entire overdrawn balance (including any related Charges and applicable interest); and/or

  (B) reduce the limit of the Overdraft and demand that you immediately

repay part of the overdrawn balance (including any related Charges and applicable interest).

- If ADCB determines that you have taken up permanent residence outside the UAE, your entire overdrawn balance (including any related Charges and applicable interest) will become immediately due and payable to ADCB.

9. Cheques

9.1 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.

9.2 When is a cheque deposited with ADCB credited to your Account?

- ADCB 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 does not have a Branch, may, in ADCB'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 in cleared funds.
- Unless otherwise agreed by ADCB, 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 suspects fraudulent activity or when ADCB 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 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, administrative charges, and if applicable, Exceptional Overdraft Interest) and interest at the Prevailing Rate for the period from the date of credit up to the date of the reversal of the credit by debit. If ADCB is unable to recover these amounts for whatever reason, you undertake to pay the same to ADCB immediately upon ADCB's request.

9.3 In what circumstances can ADCB refuse to honour a cheque written by you and what is your Liability for ADCB 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 or an Overdraft, and if you have made no prior arrangements with ADCB, such cheques will not be honoured by ADCB.

- Cheques drawn on your Current Account must be written in either Arabic or English. ADCB 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 is unable to verify your signature, or any part of the cheque is illegible or unclear, ADCB may refuse to honour the cheque for technical reasons (as opposed to insufficient funds). Where ADCB 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 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 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 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 (such approval being in ADCB's sole discretion from time to time) will not be construed as the grant of a credit facility to you. You must immediately, upon ADCB's request, credit that Current Account with the required balance.
- 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.

9.4 In what circumstances can ADCB refuse to accept a cheque to be credited to your Account?

- ADCB 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 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.

9.5 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 may be required to notify the authorities and you may incur

civil and/or criminal liability due to that cheque not being honoured. ADCB may also choose to terminate its relationship with you, without prejudice to any other rights that ADCB may have.

9.6 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 are kept safe. You must immediately notify ADCB of any loss or theft of any cheques, followed by a police report as per Applicable Laws, and provide instructions to ADCB to stop payment in respect of such cheques. Until such notice is received by ADCB, you will indemnify and hold harmless ADCB 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, the police, the courts and/or any other relevant authorities with any information required to assist in investigating any matter relating to your cheques.

9.7 Can ADCB 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 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

10. 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.

10.1 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).

10.2 How can you obtain a Debit Card?

- A Debit Card may be issued by ADCB 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.

10.3 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 from time to time. In such cases, ADCB may, in its sole discretion, issue you with an ATM Card instead.

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

- ADCB 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'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.

10.5 What happens if you exceed the Spending Limit?

- If you exceed the Spending Limit of your Debit Card Account for whatever reason:

  (A) you will be deemed to have made a formal request for ADCB's approval to grant you an Exceptional Overdraft Amount in accordance with Clause 8.1 of this part and ADCB will have the sole discretion to approve or reject this request;

  (B) you will be obliged to pay ADCB for any Charges and interest in relation to the Exceptional Overdraft Amount; and

  (C) the Exceptional Overdraft Amount will become immediately due and payable.

10.6 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 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, and the amount of the deposit verified and cleared by ADCB 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 9.2 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 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.

10.7 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 from time to time.

10.8 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 (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's control, and neither ADCB 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, for further information on these limits and restrictions.

11. Safe Deposit Lockers

11.1 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 and complete the relevant Form. You may also be requested to provide ADCB 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.

11.2 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. Upon expiry of the initial rental period, it will renew automatically for a similar period unless terminated by you or ADCB in accordance with Clause 11.9 of this part.

11.3 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 the applicable Charges. You must also provide ADCB with a deposit amount that will be advised to you at the time that you complete the relevant Form.

11.4 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; 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 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 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 and must be returned when the rental of the Safe Deposit Locker is terminated.

11.5 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. You must provide ADCB with any personal information and evidence that ADCB 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.

11.6 Can ADCB move the Safe Deposit Locker?

- ADCB 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 deems fit. ADCB will provide you with at least five days prior notice of such transfer.

11.7 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 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;

  (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 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 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, its Affiliates and any customers or visitors to ADCB's premises from any Liability arising from your use of the Safe Deposit Locker.

11.8 What is the extent of ADCB'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 from time to time.
- Neither ADCB 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 from time to time;

(B) to the extent that any loss or damage would be covered by any insurance cover 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.

11.9 How can the Safe Deposit Locker rental be terminated?

- Subject to other provisions of these Terms and Conditions, you or ADCB may terminate the rental of the Safe Deposit Locker at any time by giving at least 15 days prior notice to the other.
- ADCB may terminate the rental of the Safe Deposit Locker immediately by notice to you:

  (A) if you breach, or ADCB reasonably believes that you have breached or will breach Clause 11.7 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's notice to you of the breach; or

  (C) pursuant to ADCB'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 to access the Safe Deposit Locker; and

  (C) you must have no outstanding obligations to ADCB.

11.10 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 will refund the deposit amount to you, less any deductions that ADCB is entitled to charge or receive in accordance with these Terms and Conditions.

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

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

11.12 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 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 and will be conclusive evidence as to such contents.
- Subject to the court's ruling, or as advised by the Central Bank, ADCB 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 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 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, ADCB will send any remaining sums to your Address. If the sums raised by any such disposal do not cover your liabilities to ADCB, ADCB will be entitled to recover such sums from you upon demand.
- ADCB 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 interest accrued in respect of your obligations to ADCB 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.
- Any contents that are not disposed of will be held by ADCB in a manner that it deems appropriate or by such other custodian appointed by the court.

11.13 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 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's satisfaction, that they are your legal representatives in accordance with Applicable Laws.
- If you die, ADCB 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.

12. Banker's Cheque

12.1 How can you request a Banker's Cheque?

- A Banker's Cheque may be requested by completing the relevant Form and submitting that Form to ADCB.
- Upon issuance of a Banker's Cheque by ADCB, ADCB 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 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.

12.2 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.
- 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.

12.3 Can a Banker's Cheque be cancelled?

- A Banker's Cheque may be cancelled at ADCB's absolute discretion. If you request the cancellation of Banker's Cheque you must return to ADCB 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 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 processes the refund less all Charges.

12.4 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.

12.5 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 of the incident by contacting ADCB. 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, ADCB shall not be responsible for, and you shall indemnify and hold harmless ADCB 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 agrees to issue a replacement Banker's Cheque or refund the amount of the Banker's Cheque to you.

PART 3
ELECTRONIC BANKING

- This part 3 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 in its sole discretion, ADCB 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[1];

  (B) paying your Credit Card and selected utility bills;

  (C) effecting Funds Transfers;

  (D) requesting cheque books;

  (E) locating the nearest ADCB Self-Service Terminal or Branch;

  (F) obtaining information about and applying for certain ADCB 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 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);

  (L) opening of the Account, applying for the Credit Card or the Loan or any ADCB Offering that ADCB may decide from time to time;

  (M) requesting your full IBAN number; and/or

  (N) blocking a Debit Card or Credit Card.
- All Electronic Banking services and functions are made available by ADCB on a completely discretionary basis and may be withdrawn, changed, substituted or supplemented by ADCB 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

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 from time to time, your access to the relevant Electronic Banking service may be blocked and you will need to contact ADCB in order to regain access.

1.5 When can your Security Information be changed?

- ADCB may reset your Security Information at any time. If this happens, ADCB will notify you.
- ADCB 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 may also, in its discretion, introduce Secure Key features from time to time, to enable you to use Electronic Banking more securely. If ADCB does this, you will be provided with a Secure Key and you must follow any instructions provided by ADCB in connection with its use, in order to access any ADCB Offering that ADCB 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 reserves the right to charge you for certain features of Electronic Banking. ADCB will notify you of such Charges as and when 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 (if applicable and/or available).

1.7 How are Electronic Instructions processed by ADCB?

- Electronic Instructions are irrevocably and unconditionally binding and are made at your risk and responsibility.
- ADCB will make reasonable efforts to modify, delay or prevent the processing of any Electronic Instruction where you request this, but neither ADCB 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 and you. The timeliness, accuracy and legibility of information sent by ADCB 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 and you.

- If you become aware of any faults, errors or inconsistencies while using Electronic Banking, you must contact ADCB immediately on the contact details specified on the Website.

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

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

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

  (B) any fraudulent activity carried out through Electronic Banking (unless the fraudulent act was carried out by ADCB);

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

  (D) your access or use of Electronic Banking in a manner, or for a purpose, not authorised by ADCB;

  (E) any loss of any information or Electronic Instructions in transmission due to Unforeseen Circumstances;

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

  (G) the delivery, mistaken delivery, deletion or failure to store any Electronic Instructions or personalisation settings;

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

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

  (J) any damage caused to your hardware or software resulting from your use of Electronic Banking; and/or

  (K) Your access or use of any Approved Third Party Digital Channel.

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

- You can stop using Electronic Banking at any time.
- ADCB may, in its sole discretion, suspend (including for maintenance purposes) or terminate your access to Electronic Banking at any time. While ADCB 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 requiring the breach to be rectified (or such other time specified by ADCB from time to time);

  (B) ADCB suspects or becomes aware of any breach of security;

  (C) ADCB suspects or becomes aware of any fraudulent use of Electronic Banking;

(D) ADCB reasonably believes that you will be unable to repay 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 will not effect 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 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 through any other means prescribed by ADCB from time to time and following any instructions provided by ADCB;

  (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 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 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 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.
- 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 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, Funds Transfer, updating personal information, and other transactions as determined by ADCB 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, may 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 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, at its sole discretion, from time to time, shall operate as your express authorisation of the transaction and ADCB shall retain Records relating to your use of such authorisation under Clause 7 of Part 1 (General Terms) of these Terms and Conditions. ADCB 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.
- 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 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 to perform any of its obligations under these Terms and Conditions, if such proper performance would result in ADCB being in breach of any Applicable Laws or ADCB 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 arising out of circumstances outside of ADCB's control;

(F) any refusal or restriction by ADCB 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 and its Affiliates against any Liability arising out of:

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

  (B) ADCB 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 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 and its Affiliates will continue even after you cease to hold an Account.

- Your obligations to ADCB 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 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 cannot confirm the accuracy, adequacy or completeness of the MobileApp or the MobileApp Information and neither ADCB 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 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 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 Offering. You must notify ADCB if you do not wish to receive these Alerts.

2.7 When will ADCB send you a Mobile Response?

- Unless ADCB is prevented from doing so due to Unforeseen Circumstances, ADCB will endeavour to send you a Mobile Response as soon as reasonably possible, after receiving your Mobile Request.
- ADCB 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 use information about your physical location?

- ADCB will use information about your physical location sent through your Mobile Device when you use certain ADCB Offerings through Mobile Banking (for example, the service to locate the nearest ADCB Self-Service Terminal or Branch).
- ADCB will use information about your physical location sent through your Mobile Device for making delivery of the ADCB Offering or verifying any information provided by you.
- By using such ADCB Offerings, you consent to ADCB 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 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 Offerings, Additional Products and Services and/or Third Party Offerings. You irrevocably agree to the transfer, access and storage by ADCB 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 not liable for in relation to Mobile Banking?

- With respect to Mobile Banking, in addition to any other limitation or exclusion of ADCB's Liability under Clause 1.9 of this part and the rest of these Terms and Conditions, neither ADCB 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 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 no longer supports the MobileApp on your Mobile Device.

  Upon termination of Mobile Banking, the licence granted to you by ADCB 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 7.3 of part 2, Funds Transfers that you effect via Mobile Banking will be immediately debited from your Account.

3. Telephone Banking

3.1 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 through the Contact Centre may vary from those available through the IVR.

3.2 How do you apply for Telephone Banking?

- You can apply for Telephone Banking by contacting ADCB. You will be asked to confirm certain security information that ADCB may require.
- If your registration is accepted, ADCB 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.

3.3 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 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, from time to time, to enable ADCB to provide Telephone Banking.

4. Internet Banking

4.1 How can you use Internet Banking?

- You must visit the Website to access Internet Banking. ADCB 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 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.

4.2 How do you apply for Internet Banking?

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

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

- ADCB 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 cannot confirm the accuracy, adequacy or completeness of the Website or the Website Information and neither ADCB 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 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.

4.4 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.

4.5 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, Funds Transfer, updating personal information and other transactions as determined by ADCB 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, may 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 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 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 shall retain Records relating to your use of such authorisation under Clause 7 of Part 1 (General Terms) of these Terms and Conditions. ADCB 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.
- 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 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 to perform any of its obligations under these Terms and Conditions, if such proper performance would result in ADCB being in breach of any Applicable Laws or ADCB 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 arising out of circumstances outside of ADCB's control;

  (F) any refusal or restriction by ADCB 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 and its Affiliates against any Liability arising out of:

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

  (B) ADCB 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 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.

  (G) 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 and its Affiliates will continue even after you cease to hold an Account.

- Your obligations to ADCB 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.

4.6 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.

4.7 When are Funds Transfers effected via Internet Banking processed?

- Subject to Clause 2.3 of part 1 and 7.3 of part 2, Funds Transfers that you effect via Internet Banking will be immediately debited from your Account.

5. Approved Third Party Digital Channel

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

- From time to time ADCB 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.

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

- If you wish to access one ADCB's approved Third Party Digital Channels you are required to follow ADCB's instructions for registration and

verification set out on the Website and/or via other channels. This will include providing ADCB with your current mobile number registered with ADCB. All such instructions provided from ADCB shall be binding on you.

5.3 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. 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 via an Approved Third Party Digital Channel will be treated by ADCB as a communication authorised by you.
- ADCB will not be responsible for verifying the identity of the party registering for an Approved Third Party Digital Channel.
- Any communication from ADCB via an Approved Third Party Digital Channel either:

  (A) initiated by ADCB;

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

  will be treated by ADCB as a formal communication to, and validly received by, you.
- If you elect to use an Approved Third Party Digital Channel you authorize ADCB 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.
- 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 "as is" and "as available" basis. ADCB makes no representation or warranty, either express or implied about the availability, quality, accuracy, suitability or otherwise of the services provided. ADCB expressly disclaims all warranties, either express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, freedom from Virus and noninfringement. ADCB 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 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.

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

- ADCB 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.

PART 4
REWARD PROGRAM TERMS

- This part 4 applies to rewards programs introduced by ADCB from time to time and must be read together with other applicable parts of these Terms and Conditions.
- ADCB may, in its discretion and from time to time, introduce ADCB Rewards Programs or Third Party Rewards Programs.

1. ADCB Rewards Program

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

- In addition to these Terms and Conditions, your participation in an ADCB 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 from time to time). By participating in an ADCB Rewards Program, you will be deemed to have accepted and agreed to be bound by the terms and conditions applying to that ADCB Rewards Program. If there is a conflict between the terms and conditions of an ADCB Rewards Program and any part of these Terms and Conditions, to the extent that such conflict directly relates to the ADCB Rewards Program, the terms and conditions of that ADCB Rewards Program will prevail.

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

- Each ADCB 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 Rewards Program for?

- Provided that your membership in the relevant ADCB Rewards Program is in good standing, and subject to ADCB's approval, reward points earned under an ADCB Rewards Program may be redeemed in return for ADCB Rewards. Details of the ADCB Rewards available under an ADCB Rewards Program will be set out on the ADCB Rewards Online Catalogue.
- Whilst reasonable efforts will be made to ensure that the information contained in the ADCB Rewards Online Catalogue is correct, neither ADCB nor its Affiliates will be responsible for any Liability for any errors, inaccuracies or omissions appearing therein.
- The redemption of points for an ADCB Reward may be done either by contacting ADCB, through Internet Banking or through any other means as prescribed from time to time by ADCB.
- Upon your enrolment into an ADCB Rewards Program, a Rewards Account will be established for you. When you redeem reward points under an ADCB Rewards Program for an ADCB Reward, the reward points corresponding to the value of the ADCB Reward will be deducted from your Rewards Account. If you have insufficient points in your Rewards Account for an ADCB Reward that has been redeemed, ADCB may, in its sole discretion, suspend delivery of the ADCB Reward or charge you for the cash value of the ADCB Reward.

- The redemption of ADCB Rewards is subject to:

  (A) ADCB's approval;

  (B) the availability of the relevant ADCB 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 Reward.

1.4 What if your ADCB 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 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 will use reasonable efforts to facilitate your complaint to the supplier and arrange, whenever possible, for an appropriate replacement of the relevant ADCB Reward, but ADCB will not be responsible for any Liability for any such damage or defect.

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

- ADCB is not, and will not be considered, at any time, as the supplier of any ADCB Reward provided by a third party, or an agent or representative thereof.
- All ADCB Rewards provided by a third party will be accepted by you "as is" at your own risk. ADCB 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 Reward provided by a third party, or the suitability or fitness thereof for any use or purpose.
- Neither ADCB 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 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 Reward including any defect in, or damage to, any ADCB Reward; and/or

  (C) your possession and use of an ADCB Reward.

1.6 Are there any Charges under an ADCB Rewards Program?

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

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

- Without prejudice to ADCB's general right under Clause 5.1 of part 1, ADCB may from time to time, in its sole discretion, amend and/or vary the features of an ADCB 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 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 Reward; and/or

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

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 will reasonably endeavour to notify you before amending and/or varying the terms and conditions or features of an ADCB Rewards Program, it will have the right to do so without notifying you in advance. ADCB 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 Rewards Program be terminated or suspended?

- ADCB may in its sole discretion immediately suspend or terminate your membership in an ADCB Rewards Program at any time. While ADCB 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 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;

  (C) ADCB 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 touchpointsinfo@adcb.com.
- 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 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 not liable for in relation to a Third Party Rewards Program?

- ADCB 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 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 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 reserves the right to introduce Charges in relation to certain features of Third Party Rewards Programs from time to time. ADCB will notify you of such Charges as and when 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. While ADCB 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 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 may in its sole discretion immediately suspend or terminate your membership in a Third Party Rewards Program at any time. While ADCB 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;

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

  (D) for any other valid reason.

PART 5
CREDIT CARD TERMS

- This part 5 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.

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.
- From time to time, ADCB 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. For example, ADCB currently offers the Etihad Guest Above Credit Card which is subject to these Terms and Conditions, its own supplemental terms as well as the terms and conditions of the Etihad Guest Program.

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. ADCB 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).
- If you are a Consumer Corporate Customer and you wish to apply for a Credit Card, you must do so by applying under ADCB's "Wholesale Banking Terms and Conditions" unless you are eligible to apply for a Business Credit Card. Please contact your relationship manager for further details.
- ADCB 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 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 from time to time.

- Your eligibility for a Credit Card is subject to ADCB's internal evaluation and ADCB 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 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 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 (unless it is a Business Credit Card).

3. Credit Card Transactions and Withdrawals

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

- ADCB will open a Credit Card Account to record:

  (A) all amounts incurred by the use of your Credit Card and all interest and Charges or other costs and liabilities referred to in the Credit Card Terms;

  (B) any costs incurred by ADCB 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 may charge the amount of any Credit Card Transaction shown in the Records or evidenced in accordance with Clause 17.6 of part 1, to your Credit Card Account.

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

- Subject to your Cash Advance Limit, ADCB may allow you, from time to time and in its sole discretion, to obtain a Cash Advance 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 17.7 of part 1, using your Credit Card at any ATM of ADCB or any other bank or institution which accepts your Credit Card.

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

- Cash Advances will be subject to a Cash Advance Charge, at the rate specified in the Schedule of Fees.

- The Cash Advance Limit may be lower than your Credit Limit.

3.3 Can you make a Balance Transfer?

- ADCB 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 from time to time.

4. Credit Limits

4.1 How will ADCB determine your Credit Limit?

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

4.2 Can ADCB change your Credit Limit?

- ADCB 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 will notify you as soon as reasonably possible of this change.

4.3 Can you exceed your Credit Limit?

- Unless ADCB has given its approval (in any form acceptable to ADCB), you and any Supplementary Cardholder must not exceed your Credit Limit or cause the aggregate outstanding balance of your obligations under all Credit Card Transactions (including any associated Credit Card Charges) to exceed such Credit Limit. You will be liable to ADCB at all times for the entire balance of your Credit Card and any Supplementary Cards.
- If you or any Supplementary Cardholder attempt to effect a Credit Card Transaction which, if completed, would cause your Credit Limit to be exceeded, such attempt will be deemed by ADCB to be a request by you to exceed your Credit Limit. ADCB will have the sole discretion to approve or reject this request.
- If the Credit Limit is exceeded for whatever reason:

  (A) you will be deemed to have made a formal request for ADCB's approval to extend to you the Over Limit Amount and ADCB will have the sole discretion to approve or reject this request;

  (B) you will be obliged to pay ADCB an Over Limit Fee which will be charged to your Credit Card Account and become payable as part of the Minimum Payment Due; and

  (C) the Over Limit Amount will become immediately due and payable.

4.4 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. Interest

5.1 What is the Finance Charge?

- Subject to Clause 5.3 below, you will be charged an interest rate known as a "Finance Charge" (or as ADCB may advise from time to time) if you:

  (A) pay ADCB an amount less than the Total Amount Due by the Payment Due Date;

  (B) have taken a Cash Advance;

  (C) have made a Balance Transfer that is subject to interest;

  (D) have accepted an interest-bearing instalment plan on your Credit Card; and/or

  (E) effect any other Credit Card Transaction that ADCB may determine from time to time to be subject to a Finance Charge.

  The Finance Charge may vary based on the type of Credit Card and Credit Card Transaction (e.g. Cash Advances, Balance Transfers etc.).

  The applicable Finance Charge will be applied on unpaid Credit Card Transactions from the date of the relevant Credit Card Transaction, at the Prevailing Rate as displayed in the Schedule of Fees (or otherwise communicated to you), until full settlement.

5.2 What other interest may be charged to you?

- ADCB will also have the right to charge you interest on unpaid Charges and insurance premiums or fees.

5.3 Is there an interest-free period?

- ADCB will allow you an interest-free period (as set out in the Schedule of Fees from time to time) from the date of any purchase of goods or services if you pay your Total Amount Due in full by the Payment Due Date. There is no interest-free period for Cash Advances or any other Credit Card Transactions that ADCB chooses from time to time to exclude from the interest-free period.

6. Repayment

6.1 What are your repayment obligations?

- Each Statement of Account in respect of your Credit Card will set out, amongst other details relating to your Credit Card Account, the Total Outstanding, the Total Amount Due, the Minimum Payment Due and the Payment Due Date. You must pay ADCB at least the Minimum Payment Due on or before the Payment Due Date shown on the Statement of Account.
- ADCB may, in its sole discretion, also send you details of your repayment obligations by way of SMS alerts or any other means that ADCB deems fit from time to time.
- You must make the Minimum Payment Due payment even if you do not receive the Statement of Account or other notification of the details of your repayment obligations referred to above.
- If the Total Amount Due is less than AED 100 (or such other amount prescribed by ADCB from time to time), then there will be no Minimum Payment Due and the Total Outstanding will be fully due and payable.
- If you pay ADCB any sum based on any Statement of Account (such as the Minimum Payment Due), you will be deemed to have accepted the entries shown on them.

- If you pay the Total Amount Due including the Charges specified on the Statement of Account in full by the Payment Due Date, you will not incur a Finance Charge (except in relation to any Cash Advances and such other transactions as ADCB chooses, from time to time, to exclude from the interest-free period pursuant to Clause 5.3 of this part).
- If you do not pay the Total Amount Due in full by the Payment Due Date, a Finance Charge will be applied to all unpaid transactions from the respective transaction dates until the date on which the unpaid transactions are settled in full and you may also be charged a Late Payment Fee.
- If you do not pay the full Minimum Payment Due by the Payment Due Date, then without prejudice to ADCB's rights under this Clause 6.1, Clause 5 of this part and Clause 10.3 of part 1:

  (A) your Credit Card may immediately be suspended;

  (B) you will be considered to be in breach of these Terms and Conditions;

  (C) you will be liable to pay the applicable Late Payment Fee from the day after the Payment Due Date;

  (D) you may be charged default interest (at the rate prescribed by ADCB from time to time) on your Total Outstanding from the day after the Payment Due Date;

  (E) ADCB may notify a credit reference agency and your credit-worthiness with ADCB and with other banks and financial institutions could be impacted negatively which may cause you to be denied credit in the future; and

  (F) you may be contacted by ADCB, or by third party debt collectors acting on ADCB's behalf and ADCB may take enforcement action against you.
- ADCB will not be obliged to reverse any Credit Card Charges for payments received after the close of business hours at your Home Branch on the Payment Due Date.

6.2 Can ADCB require you to repay your Credit Card debt at any time?

- Notwithstanding Clause 6.1 of this part, ADCB may at any time demand that the Total Outstanding (or any part thereof) be repaid immediately.

6.3 How can you make payments to your Credit Card Account?

- You can make payments to your Credit Card Account by:

  (A) payment from your Current Account or Savings Account using Electronic Banking;

  (B) payment from accounts held with other banks;

  (C) cash payment at partner payment locations (e.g. exchange houses);

  (D) depositing cash or cheques in any Self Service Terminal designated by ADCB for that purpose; and/or

  (E) any other means specified in a Statement of Account or otherwise permitted by ADCB from time to time.
- If you provide ADCB with a standing instruction to make payments to your Credit Card Account, it may be processed more than once and on different days. 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 6.1 of this part.

- You will not be allowed to transfer funds from one Credit Card Account to another in settlement of amounts payable to ADCB.

6.4 When will payment be credited into your Credit Card Account?

- Any payment made by you in the Billing Currency will be credited only on the date that cleared funds are received into your Credit Card Account.
- Cash deposits at a Self Service Terminal will only be credited to your Credit Card Account after verification and clearing of the cash deposit.
- Where payment is made into your Credit Card Account in a currency other than the Billing Currency, such payment will be credited after the date on which it is converted into the Billing Currency and received in cleared funds by ADCB in your Credit Card Account.
- You will be responsible for paying ADCB for all exchange, commission and other charges or losses incurred by ADCB in converting such payment into the Billing Currency.

6.5 What if you have made a payment which is more than the Total Outstanding?

- If you pay ADCB any amount in excess of the Total Outstanding, ADCB may in its sole discretion, and after verification of the reasons for such excess payment, return the excess payment to you.
- ADCB may refund any credit balance in your Credit Card Account within 45 days from the date on which it was closed, provided that ADCB may:

  (A) retain such credit balance for up to three years from the date of closure; and/or

  (B) exercise any Right of Set-Off to which it is entitled under these Terms and Conditions, against such credit balance.

6.6 In what order will ADCB apply your payments?

- All payments will be made when received by ADCB in cleared funds and will be applied in the following order of payment or such other order of priority as ADCB deems fit, in its sole discretion:

  (A) VAT;

  (B) instalment (including Finance Charge, insurance premium and Principle Amount);

  (C) Finance Charges, Credit Card Charges and insurance premium (applied first on billed balance transfer, retail purchase and billed Cash Advance);

  (D) billed Principle Amount (applied first on billed Balance Transfer, retail purchase and billed Cash Advance); and

  (E) current unbilled Credit Card Transaction (in the same sequence as billed transactions).
- Within each of the above categories, all payments may, unless otherwise decided by ADCB, be applied by ADCB with priority over the outstanding amounts that have been billed to your Credit Card Account for the longest period of time and in the order from highest interest to lowest interest.

6.7 Will you be required to provide any collateral against your Credit Card Account?

- ADCB may at any time demand that you deposit an undated cheque and/or pledge cash collateral in favour of ADCB for the amount that

ADCB may require, without regard to the amount of time that you have held your Credit Card.

- If you provide ADCB with an undated cheque, you authorise ADCB to insert the date on such cheque and present it for payment on the inserted date against any outstanding amount due from you to ADCB.

6.8 Can you defer your Credit Card repayments?

- You can request a Payment Deferral by notifying ADCB 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 Loan or ADCB Offering. ADCB 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, 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 may also, from time to time, levy Charges or introduce further terms and conditions in relation to accepting your request for a Payment Deferral.
- ADCB 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 Late Payment Fee for non-payment of the Minimum Payment Due during the Payment Deferral period. However, the Finance Charge shall continue to accrue during the Payment Deferral period as per the Schedule of Fees.
- Any Balance Transfer, Credit Card Loan, FlexiPay or the Personal Payment Plan 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 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 6.1 of this part.
- Credit Shield fee will continue to be levied during Payment Deferral and the insurance 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 repayment post Payment Deferral will incur Charges as per Schedule of Fees.

- A Credit Card repayment will not be treated as fully repaid until all payments relating to Payment Deferral and other repayments have been repaid in full in addition to all accrued interest and Charges (including those arising from any Payment Deferral).
- From time to time, ADCB 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 interest is deferred for any reason, such interest will be added to the Total Outstanding.
- You acknowledge and agree that, by requesting or taking a Payment Deferral, all other Terms and Conditions remain unaffected.

7. ADCB's Rights

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

- In addition to any other rights available to ADCB under Clauses 10.3 of part 1 and 6.1 of this part, ADCB may exercise its Right of Set-Off:

  (A) if you owe ADCB any amounts for another Account that you hold (whether jointly or individually); or

  (B) for any other reason or cause that ADCB may deem fit in its sole discretion.

8. Cancellation

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

- If you notify ADCB 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 has cancelled your Credit Card or closed the Accounts linked to your Credit Card.
- In the event that any Security is held by ADCB under Clause 6.7 of this part, ADCB reserves the right to retain such Security for a period of at least 45 days from the cancellation of your Credit Card.

9. Benefits

9.1 Important information about your Credit Card benefits

- ADCB reserves the right to refuse to grant you a benefit without giving any reason.
- Where applicable, ADCB 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 (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's sole discretion, should result in the denial or cancellation of the benefit to you.

- At any time, without any prior notice and without responsibility for any Liability on its part in any manner whatsoever, ADCB 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, Credit Card Loans, FlexiPay and the Personal Payment Plan are some of the benefits which may be made available to you. The terms and conditions of these benefits are set out in Clauses 9.3 to 9.25 of this part.

9.2 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 and its Affiliates from any Liability arising out of your mis-use of the benefits and you will be liable to refund the benefit or the cost of the benefit to ADCB.

Balance Transfer

9.3 How can you get a Balance Transfer?

- A Balance Transfer may be offered to you and permitted in ADCB'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 from time to time.
- ADCB 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, will be made by way of charging the Balance Transfer Amount to your Credit Card Account and disbursement by ADCB 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.

9.4 How will the Reduced Interest Rate apply to you?

- The Reduced Interest Rate will be determined by ADCB in its sole discretion and will be charged to the Balance Transfer Amount from the date the Balance Transfer Amount is charged to your Credit Card Account until the expiry of the Balance Transfer Period.
- On expiry of the Balance Transfer Period, interest at the Prevailing Rate will be charged on all outstanding balances in your Credit Card Account including all outstanding Charges.
- If you pay less than the Minimum Payment Due by the Payment Due Date specified in the relevant Statement of Account, ADCB may, in its sole discretion, cease to charge you the Reduced Interest Rate and instead charge a higher interest rate on the outstanding amount in

your Credit Card Account, including the Balance Transfer Amount.

9.5 What is ADCB not liable for in relation to a Balance Transfer?

- Neither ADCB 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 repayment obligations you must continue to honour them until you receive confirmation from ADCB that the Balance Transfer has been completed.

Credit Card Loan

9.6 How do you obtain a Credit Card Loan?

- You may be offered a Credit Card Loan if:

  (A) you meet the applicable Eligibility Criteria; and

  (B) you apply to ADCB requesting a Credit Card Loan using the relevant Form.

9.7 How much can you apply for a Credit Card Loan?

- You can apply for one or more Credit Card Loans for any amount provided that you are within your unutilised Credit Limit.
- The decision by ADCB to grant a Credit Card Loan and the amount granted is made in ADCB's sole discretion. ADCB reserves the absolute and unqualified right to refuse your Credit Card Loan application without assigning or stating any reasons for such refusal.

9.8 How do you agree to a Credit Card Loan which you have been offered?

- Your application for, and use of, a Credit Card Loan confirms your agreement to these Terms and Conditions.

9.9 How will you receive your Credit Card Loan?

- If your Credit Card Loan application is approved by ADCB, the Credit Card Loan will be made available to you by way of a bank transfer to your nominated Account.

9.10 How do you repay the Credit Card Loan and what interest is payable?

- You must repay the principal amount of the Credit Card Loan and all interest at the Prevailing Rate and Charges applicable to the Credit Card Loan.
- Each Credit Card Loan monthly instalment will be included as part of the Minimum Payment Due and will include amounts for the repayment of the principal amount and interest at the Prevailing Rate.
- The Credit Card Loan monthly instalments will be billed to you in the relevant Statement of Account. Billing will commence from the first Statement of Account sent to you following the disbursal of the Credit Card Loan.
- You will be obliged to pay the Credit Card Loan monthly instalment billed to you in the relevant Statement of Account regardless of whether or not you have used your Credit Card.
- Details of interest rates, the term of the Credit Card Loan and all other Charges applicable to the Credit Card Loan will be communicated and agreed with you at the time of your application.

9.11 What if you don't pay the Credit Card Loan monthly instalment on time?

- Without prejudice to any of ADCB's other rights under these Terms and Conditions, if you fail to pay the full Credit Card Loan monthly instalment by the Payment Due Date specified in the Statement of Account, ADCB will have the right, in its sole discretion, to charge you a higher interest rate on the outstanding amount under the Credit Card Loan.

9.12 Can you prepay the Credit Card Loan?

- You can prepay the outstanding amount under the Credit Card Loan to ADCB in a single payment. A prepayment Charge will apply in this case.

9.13 Can ADCB cancel the Credit Card Loan?

- Without prejudice to any of ADCB's other rights under these Terms and Conditions, ADCB will have the right to cancel the Credit Card Loan and to declare all outstanding amounts under the Credit Card Loan (including all Charges and interest accrued) to be immediately due and payable if any of the following events occur:

  (A) your employment is terminated for any reason;

  (B) you breach any of your obligations under these Terms and Conditions;

  (C) you fail to pay the Minimum Payment Due without ADCB's prior approval;

  (D) any information provided by you to ADCB is incorrect;

  (E) any undertaking provided by you under these Terms and Conditions is invalid or breached;

  (F) ADCB determines that there are grounds which could lead to your inability (or those of your guarantor, if applicable) to fulfil your obligations to ADCB;

  (G) if ADCB reasonably believes that you have left the UAE to take up residence elsewhere;

  (H) your death, loss of mental capacity, bankruptcy or insolvency; and/or

  (I) any other valid reason.

Personal Payment Plan

9.14 What is the Personal Payment Plan?

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

9.15 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 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 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 may, in its sole discretion, approve or reject your request for the application of the Personal Payment Plan to a Credit Card Transaction. ADCB 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.

9.16 What are your repayment 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 Clauses 5 and 6 of this part together 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 may have under these Terms and Conditions, ADCB may cancel the Personal Payment Plan and demand the entire outstanding amount under it to be immediately due and payable, together with interest at the Prevailing Rate and any applicable Charges.

9.17 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 for closure of your Personal Payment Plan after making such prepayment. A prepayment Charge will apply in this case.
- If you fail to request ADCB about closure of your Personal Payment Plan after the 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 adjusted in accordance with Clause 6.5 and 6.6 of Part 5 (Credit Card Terms).

9.18 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 if you wish to terminate the Personal Payment Plan in respect of a refunded Credit Card Transaction.

9.19 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 repayment instalments under the Personal Payment Plan and the number of outstanding monthly instalments.

9.20 What is FlexiPay?

- The "FlexiPay" is a payment plan offered by ADCB to a Credit Cardholder to enable the payment of full or partial Retail Principal Outstanding Balance in equal monthly instalments.

9.21 How can you use the FlexiPay?

- The FlexiPay can be used for Retail Principal Outstanding Balance with a value of AED 500 or more, or such other value threshold prescribed by ADCB 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 from time to time, to apply the FlexiPay to the Retail Principal 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 may, in its sole discretion, approve or reject your request for the application of the FlexiPay to the Retail Principal Outstanding Balance. ADCB may also, by notice to you, cancel its commitment to apply the FlexiPay to the Retail Principal Outstanding Balance or reduce the amount of the Retail Principal 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 Principal Outstanding Balance, for which the FlexiPay request has been made, only the amount for which the ADCB has not received the payment, on the day of the FlexiPay conversion as per the Records, shall be converted to the FlexiPay.

9.22 What are your repayment obligations in relation to the FlexiPay?

- You must repay the value of the Retail Principal Outstanding Balance, to which the FlexiPay has been applied in accordance with Clauses 5 and 6 of this part 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 may have under these Terms and Conditions, ADCB may cancel the FlexiPay and demand the entire outstanding amount under it to be immediately due and payable, together with interest at the Prevailing Rate and any applicable Charges.

9.23 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 for closure of your FlexiPay after making such prepayment. A prepayment Charge will apply in this case.
- If you fail to request ADCB 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 adjusted in accordance with Clause 6.5 and 6.6 of Part 5 (Credit Card Terms).

9.24 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 if you wish to terminate the FlexiPay in respect of a refunded Credit Card Transaction or any amount under the Retail Principal Outstanding Balance.

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

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

Additional Benefits and Specific Features

9.26 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 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 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.

9.27 Does your Credit Card come with any insurance coverage?

- You may be provided with insurance 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 insurance coverage will be subject to its own terms and conditions. The features and the applicable terms and conditions of these insurance policies will be available on the Website.
- To the extent that the insurance coverage will be made available through a third party insurer, you agree that any claim you may have under such insurance policy will be against that insurer not ADCB, and that ADCB will not be a party to any such claim.

PART 6
LOAN TERMS

- This part 6 applies to any Loan that you apply for and must be read together with the other applicable parts of these Terms and Conditions. A reference to a "Section" means a section in this part 6.

Section A: General Loan Terms

- Section A contains the common terms applicable to any Loan that you apply for and must be read together with the other applicable parts of these Terms and Conditions.

1. Application

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

- By submitting a Loan Application (whether physically, electronically or otherwise) you agree to be bound by these Terms and Conditions, including in particular the General Loan Terms and the relevant Specific Loan Terms to which the Loan Application relates.
- Your receipt and the disbursal of a Loan 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 Loan Terms and any Loan Advice issued in that regard notwithstanding that the terms of the Loan Application are not identical to those confirmed by ADCB in the Loan Advice.
- To the extent that any of the Specific Loan Terms conflict with the General Loan Terms, the Specific Loan Terms will prevail.
- To the extent that the terms of the Loan Application conflict with or differ from the Loan Advice, any Approval Letter, the General Loan Terms or the Specific Loan Terms, the terms of the Loan Advice, Approval Letter, General Loan Terms or Specific Loan Terms (as applicable) shall prevail.

1.2 How do you apply for a Loan?

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

1.3 What if you are an ADCB employee?

- ADCB 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 ADCB at the time of obtaining a Loan,

you acknowledge and agree that ADCB 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 ADCB.

2. Cancellation of Commitment

- ADCB may, at any time prior to disbursal of a Loan, cancel its commitment to make available a Loan, reduce the amount of a Loan stated in the Loan Application or delay disbursal in any of the following circumstances:

  (A) there is a material or adverse change in your circumstances since you completed the Loan Application, or any of the information or financial details given in support of the Loan Application is or becomes inaccurate;

  (B) ADCB has not completed enquiries about you to its satisfaction or its enquiries reveal information about you that is not to its satisfaction;

  (C) ADCB discovers any adverse information that is relevant to ADCB's decision to grant you a Loan;

  (D) ADCB 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) for a Car Loan:

  1. ADCB is not presented with a clear certificate of title for the Vehicle;
  2. ADCB has reasonable doubts about the value of the Vehicle for any reason; or
  3. there is a delay in ADCB receiving documents from the seller of the Vehicle;

  (F) for a Mortgage Overdraft Facility or Mortgage Loan:

  1. ADCB is not presented with a clear certificate of title or SPA for the Property;
  2. ADCB has reasonable doubts about the value of the Property for any reason; or
  3. there is a delay in ADCB receiving documents from the Seller;

  (G) ADCB determines in its sole discretion that there are restrictions under Applicable Laws to granting you a Loan;

  (H) any of these Terms and Conditions, the Loan Advice and/or any other conditions for approval are not in ADCB's sole discretion fulfilled or not capable of being fulfilled; and/or

  (I) any other reason.

- You may, at any time prior to disbursal, request that ADCB cancel a Loan, subject to you being liable for any applicable Charges and any accrued commitment fees.

3. Provision and use of a Loan

3.1 How and when will you receive a Loan?

- Subject to Clause 2 of Section A, ADCB may disburse the amount of the Loan by way of bank transfer into the relevant Disbursement Account, or (depending on the type of Loan and on what has been agreed with ADCB) by way of a banker's cheque, upon:

  (A) receipt by ADCB of all confirmations, documentation, information

and requirements requested by ADCB in the form and substance satisfactory to ADCB (as may be prescribed in these Terms and Conditions, the Loan Application and/or as otherwise advised by ADCB 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 to ADCB until full repayment of the Loan ("Salary Assignment Letter");
2. an irrevocable standing payment order to effect payment of the amounts of the monthly repayment instalments on their due date;
3. in the event the Loan is granted against a personal or corporate guarantee, a personal or corporate guarantee in a form acceptable to ADCB and signed by the guarantor(s); and/or
4. if the Loan is secured by a Security, evidence that the required Security in favour of ADCB has been duly created and perfected (including registration, if required);

(B) receipt by ADCB of any security cheques as requested by ADCB in accordance with Clause 9.2 of Section A;

(C) payment to ADCB of all Charges (including any commitment fees) applicable on or before disbursal of the Loan;

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

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

- Unless the requirements described in the preceding paragraph are received by ADCB within 30 days of the date of the Loan Application, your request for the Loan will be deemed to have expired unless otherwise agreed by ADCB.
- In addition, ADCB will only be obliged to disburse the Loan if, on the date of disbursal:
  1. the representations, warranties and undertakings in Clause 11 of Section A are true and accurate; and
  2. in ADCB'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 a Loan?

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

4. Repayment and other payments

4.1 How will you have to repay a Loan and make related payments?

- You must repay a Loan together with interest and all other Charges in accordance with the Loan Terms.
- All such repayments and related payments will be made in the manner prescribed in the Loan Application (as modified by the Loan Advice if applicable) and will be made without set-off or counterclaim and without any deduction or withholding by you whatsoever.
- If you are obliged by Applicable Laws to make any deduction or withholding from any repayment or payment (as the case may be), the amount due in respect of such repayment or payment will be increased to the extent necessary to ensure that, after the making of such deduction or withholding, ADCB receives a net amount equal to the amount ADCB would have received if there had been no such

deduction or withholding.

- Where a repayment or payment (as the case may be) falls due on a day that is not a Business Day, such payment will be made on the following Business Day.
- Any amounts received by ADCB in respect of a Loan will be applied in the following order:

  (A) firstly, towards payment of all costs and expenses;

  (B) secondly, towards payment of Charges;

  (C) thirdly, towards payment of interest;

  (D) fourthly, towards repayment of the Principal Amount; and

  (E) fifthly, towards repayment of any other amounts due from you to ADCB.

4.2 Can you defer your repayments?

- You can request a Payment Deferral by notifying ADCB at least five Business Days in advance of either:

  (A) the day on which your salary (or other regular income) is due to be credited to your Repayment Account; or

  (B) the date of your usual monthly repayment instalments.
- In order to be eligible to request a Payment Deferral, you must have previously paid at least six consecutive monthly repayment instalments of a Loan in full. ADCB may also, from time to time, levy Charges or introduce further terms and conditions in relation to accepting your request for a Payment Deferral.
- ADCB may approve or reject your request for a Payment Deferral in its sole discretion.
- If your request for a Payment Deferral is approved by ADCB, the term of a Loan will be extended by the number of months corresponding to the number of monthly repayment instalments deferred or such longer period as notified by ADCB, and the deferred payment will become due and payable over the remaining term of the Loan (as extended in accordance with this clause).
- You acknowledge and agree that by taking a Payment Deferral you will have to pay more interest over the term of a Loan, since the Payment Deferral will increase the term and result in interest accruing on the deferred amount (together with any other outstanding amount) over the remaining term of the Loan. In addition, the final instalment of a Loan may increase due to the interest accruing over the extended term. You therefore undertake to pay any amount over and above your usual monthly repayment instalment arising out of any Payment Deferral.
- A Loan will not be treated as fully repaid until all payments relating to Payment Deferral and other repayments have been repaid in full in addition to all accrued interest and Charges (including those arising from any Payment Deferral).
- From time to time, ADCB may, in its sole discretion, offer promotional deferrals to Customers, depending on the profile of the Customer and the type of Loan. 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 interest is deferred for any reason, such interest will be added to the Principal Amount.
- You acknowledge and agree that, by requesting or taking a Payment Deferral, all other Terms and Conditions remain unaffected.

5. Late Payments

5.1 What can ADCB do if you fail to repay a Loan, a repayment instalment, interest or Charges when due?

- If any amount is not received by ADCB on its due date, ADCB may, in addition to any rights it may have under Clauses 10.3 of part 1 and 13.2 of Section A, use any Security or the proceeds raised from such Security held by ADCB in respect of any Loans that you have taken out to fund the payment of your obligations under the Loan Terms.
- Default Interest accruing at the Default Interest Rate on any amounts due but unpaid under the Loan Terms will be calculated by ADCB on a daily basis for the period in which the relevant amount remains unpaid and will be added to the Principal Amount and shall be payable by you on demand. Any such late payments may also be subject to a Late Payment Fee.
- Any action taken against you by ADCB will be without prejudice to any rights that ADCB may have against any of your guarantors and its rights to contact your employer for the recovery of any debt.

6. Prepayment

6.1 Can you prepay a Loan early?

- If you wish to prepay all or part of a Loan together with any accrued interest and Charges prior to the applicable Loan Due Date, you must notify ADCB of your intention to prepay (and the amount that you wish to prepay) by notifying ADCB through any acceptable method of Customer Communication at least 15 days before the next Loan Due Date. Any prepayment made will be non-refundable and you will not be entitled to redraw any such payment.
- Any prepayment will be subject to prepayment Charges.
- Following receipt of a prepayment notice as set out in the first paragraph above, ADCB will notify you of the total amount due to ADCB calculated to the next Loan Due Date including all accrued interest and Charges.
- Unless you instruct ADCB otherwise, ADCB will apply the prepayment in the order set out in Clause 4.1 of Section A. Alternatively, you may request in your prepayment notice that such prepayment is applied by ADCB to satisfy future monthly instalments.
- If you make an overpayment, and unless you notify ADCB otherwise, ADCB will not apply any such overpayment towards a prepayment of a Loan or any related payments, but such overpayment will be utilised against the next monthly instalment when due.
- If you make a prepayment, the final payment due from you to pay off a Loan in full will be adjusted accordingly and may result in the term of the Loan being reduced.

7. Interest

7.1 Is interest payable and how is interest calculated?

- Interest will be payable by you over the term of a Loan on the Principal Amount at the Loan Interest Rate.
- ADCB calculates interest on the daily outstanding balance of a Loan. The interest rate is based on a reducing balance method.
- You will be required to pay the accrued interest in arrears on each Interest Payment Date. Interest accrues daily and is calculated on the basis of a 360 day year and the actual days elapsed.
- If interest has accrued and is not paid by you on the relevant Interest Payment Date (whether by reason of deferral or otherwise), then such accrued interest will be added to the Principal Amount and, for the avoidance of doubt, interest will be payable on that increased Principal Amount.

7.2 Can ADCB vary the Loan Interest Rate?

- You acknowledge and agree that ADCB may, in its sole discretion, at any time and with prior written notice, as per the Applicable Laws, vary the Loan Interest Rate for any particular Loan, if ADCB determines that:

  (A) its costs of financing a Loan have increased;

  (B) it incurs or is reasonably likely to incur any other costs, fees or expenses in connection with a Loan;

  (C) your risk profile (including that of any co-borrower) has changed;

  (D) the variation of the relevant Loan Interest Rate is appropriate by reference to the prevailing market conditions or otherwise; and/or

  (E) if applicable, your employer ceases to pay your monthly salary into your Repayment Account or you do not provide ADCB with the Salary Assignment Letter.
- If you have a Loan where interest is based on EIBOR (or such other benchmark rate), the Loan Interest Rate may vary from time to time as a result of fluctuations in such benchmark rate.
- Any variation or change by ADCB of the Loan Interest Rate and any amount of interest payable by you and any co-borrower (or, if applicable, any other guarantor or obligor) under a Loan will be conclusive and binding on you and any co-borrower (and, if applicable, any guarantor or obligor).

7.3 Will there be any Default Interest payable by you?

- ADCB may charge you Default Interest upon any Termination Event, including but not limited to late payments under Clause 5 of Section A.
- Default Interest accruing at the Default Interest Rate on the Principal Amount will be calculated by ADCB on a daily basis for the period throughout which the Termination Event is continuing and will be added to the Principal Amount (and, for the avoidance of doubt, interest will be payable on that increased Principal Amount) and shall be payable by you on demand.

8. Other Charges and Costs

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

- In addition to any other rights ADCB may have, you will be liable to pay on demand all of ADCB's costs, fees and expenses (including legal expenses and any applicable Charges imposed by ADCB)

in connection with a Loan, including but not limited to ADCB's enforcement expenses in connection with a Loan and/or Security.

- You will indemnify and hold harmless ADCB and its Affiliates from and against all Liability incurred by ADCB in connection with a Loan and/or the Security.

9. Security and Salary Assignment

9.1 When might you be required to provide ADCB with Security?

- As a condition to granting you a Loan, you may be required by ADCB, in its sole discretion, to provide certain Security or others to provide Security as security for the performance of your obligation to repay a Loan. If so required, you must:

  (A) provide ADCB with such Security as ADCB may request in a form and substance satisfactory to ADCB; and

  (B) maintain or cause to be maintained in full force and effect all Security given to ADCB to secure the repayment of a Loan and all other amounts payable in relation thereto until full repayment thereof to ADCB.

- You must comply with all of your obligations under any Security provided by you to ADCB and, where necessary, procure that any third parties fully comply with such obligations.

9.2 When might ADCB require you to provide cheques as Security?

- As a condition to granting you a Loan, you may be required by ADCB, in its sole discretion, to provide dated or undated security cheques for the value of the Principal Amount plus a proportion of interest (not exceeding 120 per cent of the value of the Loan or such other limit permitted under Applicable Laws) for the purposes of repayment of any amount outstanding under a Loan.

- You authorise ADCB to date and present these cheques for payment and utilise the proceeds towards repayment of any amount outstanding under the Loan in the order set out in Clause 4.1 of Section A.

9.3 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 reserves the right to bring any action against you as permitted by Applicable Laws if such a cheque is not honoured.

9.4 When might ADCB require you to provide a salary assignment?

- As a condition to granting you a Loan, you may be required by ADCB, in its sole discretion, to assign to ADCB 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 all of your right, title and interest in the Assigned Salary. You agree that such assignment will continue to be in effect until ADCB issues a written confirmation to your employer that the assignment has been released by ADCB. Pursuant to such assignment you undertake to:

  (A) deposit your monthly salary and other regular income into a Repayment Account which must be a Current Account which you maintain with ADCB;

  (B) take steps to ensure that your employer transfers your Assigned Salary to your Repayment Account, including but not limited to,

providing to ADCB the Salary Assignment Letter; and

(C) not create any Security over your Assigned Salary or Repayment Account.

- If you receive your Assigned Salary and/or salary advances in your Repayment Account, ADCB may in its sole discretion apply it/them to prepayments to any amounts outstanding under the Loan, or debit future monthly instalments from your Repayment 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 will be entitled to debit the next three monthly instalments.
- If you change your employer, you agree and undertake to notify ADCB in advance of the change. If your employment status changes, ADCB will have the right to declare the Loan immediately due and payable in full. Notwithstanding this right, ADCB may, in its sole discretion, elect not to exercise this right if you provide a letter (in a form and substance acceptable to ADCB in its sole discretion) agreeing to transfer your Assigned Salary from your new employer to ADCB or on such other conditions as ADCB may specify.

10. Repayment Account

10.1 What are your obligations regarding the Repayment Account?

- You must:

(A) open and maintain during the term of a Loan a Repayment Account; and

(B) maintain during the term of a Loan a credit balance in your Repayment Account which is at least sufficient to pay the next monthly repayment instalment and interest under the Loan.

11. Your Representations, Warranties and Undertakings

- You represent and warrant to ADCB on the date on which the Loan Terms apply, on the date of disbursal of a Loan and on each day during the term of a Loan, that:

(A) the execution and performance of each Loan Term is fully within your power;

(B) each Loan 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 Vehicle or Property) or are pending or have been threatened;

(D) all information supplied by you to ADCB 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 the 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 a Loan and accept such risks;

(G) you have read, are aware of and agree to the Schedule of Fees and the Charges; and

(H) your contribution with regard to the down payment for the Mortgage Loan stated in the Loan Application or any other Mortgage Loan document is from your own funds and is not from any type of borrowing including but not limited to any personal loan or credit card loan.

- For the duration of a Loan, you irrevocably and unconditionally undertake and agree to:

  (A) promptly provide ADCB with such financial and other information concerning your affairs and financial condition as ADCB may request from time to time;

  (B) comply with all obligations set out in the Loan Terms;

  (C) promptly notify ADCB 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 Loan Application, or is not of satisfactory quality, unless ADCB consents in writing for you to take delivery of the Vehicle or the Goods (as applicable);

  (D) promptly notify ADCB of the occurrence of any Termination Event;

  (E) procure that your employer complies with any Salary Assignment Letter provided to ADCB on your behalf; and

  (F) use the Loan only for lawful purposes.

12. Rights of ADCB

12.1 What rights does ADCB have in relation to your repayments?

- ADCB's rights under the Loan 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 may at any time hold in respect of any of your obligations under the Loan Terms.
- ADCB may, during the term of a Loan:

  (A) debit all amounts due and payable to ADCB from your Repayment Account or any Account you hold with ADCB on each Loan Due Date without notice to you;

  (B) act on your behalf in dealings with any insurance provider, settle any insurance claims which ADCB may in its sole discretion deem necessary and utilise any insurance proceeds to pay any amounts that you owe to ADCB; and

  (C) request that you provide such additional Security as ADCB may deem necessary and, upon such request, you will be obliged to provide such additional Security in form and substance acceptable to ADCB.

12.2 Can ADCB vary the Charges relating to a Loan?

- ADCB may vary the Charges relating to a Loan by giving you two months' prior notice, on the Website or by such other means of communication, as prescribed by ADCB from time to time. Please refer to the Schedule of Fees for the current Charges.

13. Termination

13.1 Can ADCB terminate a Loan?

- Without prejudice to any other rights that it has under these Terms and Conditions, ADCB may terminate a Loan if any one or more of the following circumstances occurs:

  (A) you fail to pay three consecutive repayment instalments or six non-consecutive repayment instalments by their respective Loan Due Date;

  (B) any repayment instalment is overdue for more than two months;

  (C) you fail to comply with any of your obligations and/or breach any of your undertakings in these Terms and Conditions, any ADCB Policies or any related documents;

  (D) any representation or warranty made or given by you to ADCB is, or proves to have been, at any time incorrect, incomplete or misleading;

  (E) 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 repayment of any credit facility granted to you is accelerated by any lender including ADCB;

  (F) 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;

  (G) 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;

  (H) 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;

  (I) any of the provisions of these Terms and Conditions is declared or become illegal, void, voidable or unenforceable for any reason whatsoever;

  (J) you inform ADCB or ADCB determines or believes that you have left the UAE to take up residence elsewhere;

  (K) ADCB is unable to reach you at your Address, due to any cause not attributable to ADCB;

  (L) if your business ceases to trade (if you are self-employed);

  (M) if you (or if applicable, any of your co-borrowers) die or lose your legal capacity to contract;

  (N) your employment is terminated, your monthly salary stopped, your salary ceases to be paid in accordance with a Salary Assignment Letter (if applicable) or your UAE work permit or residence visa is cancelled;

  (O) if ADCB considers in its sole discretion that there are any regulatory or other restrictions which would, if existing prior to disbursal of the Loan, have affected its decision to allow the disbursal to occur;

  (P) if ADCB becomes aware of any legal or regulatory restriction on its ability to lend to you and/or to service your Loan;

  (Q) if you do not provide ADCB with information and documentation that ADCB requests in accordance with Clause 8.1 of part 1;

  (R) you breach any of the terms of any other agreement or financial contract entered into by you with ADCB or any other bank;

  (S) any other event occurs which, in ADCB'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 Loan Terms; and/or

(T) if, ADCB decides, in its absolute discretion, to terminate the Loan due to market liquidity reasons, and gives you reasonable prior notice of such termination.

- Any termination of a Loan will be without prejudice to and will not affect any of ADCB's or your accrued rights or obligations as at that date.

13.2 What happens if ADCB terminates a Loan?

- In addition to and without prejudice to Clause 10.3 of part 1 or any other rights of ADCB under these Terms and Conditions, ADCB may, on termination of a Loan:

  (A) terminate its commitment to make a Loan available;

  (B) declare all amounts due under a Loan to be immediately due and payable;

  (C) enforce any Security provided to ADCB, including the realisation of the value of any of the cheques you have provided to ADCB; 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 under Applicable Laws.

14. Joint Liability

14.1 What if you are not the only borrower?

- If you have taken out a Loan jointly with others, you and the other borrowers will have Joint and Several Liability in respect of your obligations to ADCB.
- Unless you provide ADCB with a different Address, any Bank Communications will only be sent to the Address of the first applicant on the Loan Application and addressed to the borrowers jointly. Bank Communications received at the Address of the first applicant will be deemed to have been received by all of the borrowers.

15. Insurance

15.1 Can ADCB maintain an insurance policy covering my repayment obligations under a Loan?

- In addition to any insurance policy which ADCB may require you to maintain in respect of any specific Loan, ADCB may (without any obligation to do so, and at its absolute discretion) from time to time maintain an insurance policy to protect ADCB if you are unable to repay a Loan as a result of your death, permanent disability, involuntary loss of employment or any other event which ADCB may consider appropriate.
- By obtaining any such insurance policy, ADCB is not providing you with insurance advice, nor managing, underwriting nor issuing any insurance to the Customer.

15.2 Are there any fees applicable to any such insurance policy?

- If ADCB maintains any such insurance policy, ADCB may charge you a fee to cover the cost to ADCB of any such insurance policy as either a one-off or an annual or monthly fee.

- The Customer shall pay the fee for any such insurance policy directly to ADCB, and the fee is for the account of ADCB.

15.3 What are your rights and obligations in relation to any such insurance?

- Any such insurance policy benefits ADCB only, and shall only cover amounts owing to ADCB.
- Any sums payable in respect of any claims made under any such insurance policy shall be paid by the insurer directly to ADCB and applied against amounts owing to ADCB. The Customer has no rights nor recourse under any such insurance policy, nor to the proceeds recovered by ADCB under any such insurance policy.
- The terms and conditions of any such insurance policy will be agreed directly between ADCB and the insurer, and may be amended from time to time without the consent of the Customer. Payment of claims under any such insurance policy will be subject to the terms and conditions of that insurance policy.
- Subject to any restrictions applied by the insurer, ADCB will provide the Customer with a copy of the terms and conditions applicable to any such insurance policy upon its request. By accepting the applicable Loan, you agree to abide by the terms and conditions applying under any such insurance policy.
- ADCB is not responsible to the Customer for any application or claim that is rejected by the insurer under any such insurance policy.

Section B : Car Loans

- Section B applies to any Car Loan that you apply for and must be read together with Section A and the other applicable parts of these Terms and Conditions.

1. Car Loans

1.1 What is a Car Loan and what can you use a Car Loan for?

- A Car Loan is a loan granted by ADCB to you to finance your purchase of a Vehicle.

1.2 When will a Letter of Purchase Order (LPO) be issued?

- In the event that you request that the Vehicle be released prior to payment to the seller, and if the seller consents to releasing the Vehicle, then ADCB in its sole discretion may provide the seller with an LPO, detailing the conditions on which ADCB will make payment to the seller.
- A LPO will only be issued by ADCB to the seller if the Car Loan has been approved and the conditions prescribed by ADCB have been satisfied.

1.3 What do you need to provide to ADCB to complete the Car Loan process?

- In addition to the requirements set out in Clause 3.1 of Section A, you must also provide ADCB with:

  (A) a LPO duly acknowledged by the seller of the Vehicle (if requested and agreed);

  (B) a copy of the valid registration card of the Vehicle with the relevant

traffic authority in the UAE showing you as the owner of the Vehicle and the registration of the Security in ADCB's name at the relevant authority;

(C) an original of the insurance policy (in accordance with the requirements of Clause 1.5 of Section B) in respect of the Vehicle showing ADCB as the first beneficiary of all proceeds of the policy;

(D) an assessment (in a form and substance satisfactory to ADCB) of the condition of the Vehicle by a dealer of similar vehicles; and

(E) any other document(s) or information requested by ADCB.

1.4 How and when will you receive the Car Loan amount?

- Subject to ADCB's satisfaction in its sole discretion that all the requirements and conditions in Clauses 3 of Section A and 1.3 of Section B have been fulfilled or waived by ADCB, the Car Loan amount may be disbursed by way of a bank transfer to the Disbursement Account or, if otherwise agreed with ADCB, by way of a banker's cheque in the name of the seller of the Vehicle.
- The Disbursement Account must be an account held by the seller of the Vehicle and may be held with ADCB or any third party bank or financial institution acceptable to ADCB.

1.5 What are your responsibilities in relation to the Car Loan?

- At the time that the Car Loan is provided by ADCB, you warrant, represent and undertake that you have inspected the Vehicle and satisfied yourself with all aspects of the Vehicle and have taken delivery of it in a good and roadworthy condition.
- For the duration of the Car Loan you undertake and agree to:

(A) comprehensively insure the Vehicle at your expense and continue to maintain such insurance at all times against all customary insurable risks for its full replacement value with such insurance company and upon such terms as ADCB may, from time to time, approve and/or specify, and nominate ADCB under the insurance policy as the primary (or "first loss") payee and entitled to the benefit of any proceeds under such insurance policy;

(B) notify ADCB in writing within 24 hours of the occurrence of any circumstances giving rise to a claim under such insurance policy and provide ADCB with all details that it requires in relation to any such claim;

(C) pay to ADCB all monies received or recovered from any insurer and until such payment, to hold the same on behalf of ADCB;

(D) pay to ADCB the benefit of any rebate or repayment of premiums where ADCB has provided any finance in respect of any insurance policy;

(E) register a first mortgage on the Vehicle in favour of ADCB with the relevant traffic authority in the UAE and to maintain such mortgage for as long as you have any outstanding obligations to ADCB under the Car Loan;

(F) register the Vehicle with the relevant traffic authority in the UAE solely in your name and deliver the registration certificate to ADCB. You also undertake to annually renew and maintain such registration;

(G) maintain the Vehicle in a good repair and condition, and you are liable to ADCB for all loss and damage to the Vehicle, howsoever arising, except for fair wear and tear;

(H) at ADCB's request and your expense, allow ADCB's nominated representative to enter, at any time, onto any premises where the Vehicle is situated in order to inspect, repair and/or remove the Vehicle;

(I) only use the Vehicle for its normal intended use and in accordance with the manufacturer's specifications; and

(J) promptly pay and discharge all fines, penalties, SALIK, toll gate, parking fees, relevant authority and administrative charges or any other charges relating to the Vehicle that may be payable by you including in respect of its registration and/or the maintenance of such registration. In the event that ADCB pays any such charges (which it will be under no obligation to do so), ADCB will add such charges to the Principal Amount.

1.6 Are there any restrictions in relation to your Vehicle?

- For the duration of the Car Loan, you undertake and agree to neither:

  (A) do or permit anything to be done, which may make the Vehicle's insurance coverage void or voidable, or create any encumbrance over the Vehicle's insurance;

  (B) dispose of, part possession with, sell, assign, transfer, lease, mortgage or create any encumbrance or lien or any other interest over the Vehicle, except for a mortgage in accordance with Clause 1.5(E) of Section B (or agree to do so or otherwise permit any of the same to be done) except with the prior written consent of ADCB;

  (C) take the Vehicle out of the UAE without the prior written consent of ADCB; nor

  (D) use the Vehicle for any illegal or immoral purposes.

- ADCB will not be under any obligation to monitor your compliance with the above undertakings. All costs and expenses incurred by ADCB as a result of your breach of your undertakings under this Clause 1.6 of Section B will be added to the Principal Amount.

1.7 When can ADCB terminate the Car Loan and what will happen?

- In addition to the other Termination Events, ADCB may also in its sole discretion terminate the Car Loan if:

  (A) any foreclosure procedure, or other seizure of the Vehicle by any relevant authority occurs or is threatened;

  (B) the Vehicle is destroyed completely or rendered unusable; or

  (C) the mortgage on the Vehicle registered in favour of ADCB ceases to be valid or ADCB has notice or reason to believe that it may become invalid.

- If any of the above or any of the Termination Events under Clause 13 of Section A occurs:

  (A) unless destroyed, you will deliver the Vehicle in a good condition and working order (fair wear and tear excepted) to ADCB at the address specified by ADCB;

  (B) you will repay to ADCB in full all sums outstanding under the Car Loan without the need for any further demand from ADCB;

  (C) unless destroyed, you will pay to ADCB any sum which ADCB estimates will be required to put the Vehicle in a saleable condition. You agree that ADCB may (but is not obligated to) pay any amount to put the Vehicle in a saleable condition on your behalf and all such costs and expenses incurred by ADCB will be added to the Principal Amount;

(D) unless destroyed, you will facilitate the sale of the Vehicle;

(E) in the event the Vehicle is destroyed, you will ensure a fully comprehensive police report is submitted to ADCB and the relevant insurance company and claim on the Vehicle's insurance policy. If the insurance proceeds are insufficient to settle the Car Loan in full, you will remain liable for the remaining balance of the Car Loan in addition to all interest, costs, expenses, fees and charges related to the destroyed Vehicle and all such costs and expenses will be added to the Principal Amount;

(F) in the event of repossession and sale of the Vehicle, if the sale proceeds are insufficient to settle the Car Loan in full, you will remain liable for the remaining balance of the Car Loan in addition to all interest, costs, expenses, fees and charges resulting from the sale, repossession and repair of the Vehicle and all such costs and expenses will be added to the Principal Amount; and

(G) if you are entitled to make an insurance claim, you will, and without prejudice to any of the foregoing obligations, actively and diligently make such an insurance claim and pay the proceeds of such insurance claim towards satisfaction of any amount owing under the Car Loan.

1.8 Can ADCB take your Vehicle away from you?

- Without prejudice to ADCB's rights under Clauses 13 of Section A and 1.7 of Section B, to effect payment of outstanding amounts due but unpaid, you hereby expressly authorise ADCB to:

  (A) seize, transfer and sell the Vehicle and to set-off the sale proceeds against all sums due from you under the Car Loan;

  (B) demand any balance due hereunder after application of the sale proceeds of the Vehicle;

  (C) liaise with any relevant authority (whether governmental or otherwise) in order to assist with the transfer of the Vehicle including changing the owner's name to ADCB's name and executing all documents necessary for such transfer; and

  (D) pursue any insurance claim on your behalf to the extent permissible and apply any proceeds towards satisfaction of any amounts owing under the Car Loan; and

  (E) to purchase the Vehicle for its own account and make a corresponding reduction to the Principal Amount reflecting the current market value of the Vehicle. If the current market value of the Vehicle is insufficient to settle the Car Loan in full, you will remain liable for the remaining balance of the Car Loan in addition to all interest, costs, expenses, fees and charges resulting from the purchase of the Vehicle and all such costs and expenses will be added to the Principal Amount.

- You will be responsible for all expenses, charges and costs in connection with the repossession, return and sale of the Vehicle, including transportation and storage costs and any other expenses (including insurance and legal expenses) incurred by ADCB in the recovery of all payments due to ADCB under these Terms and Conditions.

- ADCB reserves the right to declare the Vehicle as destroyed if, in ADCB's sole opinion, it would not be cost effective to repair and sell the Vehicle (taking into consideration the likely sale proceeds ADCB considers will be achieved from a sale of the Vehicle). You agree that any valuation obtained by ADCB will be final and binding.

- You agree and understand that when exercising the right to repossess the Vehicle, ADCB may have to remove your personal belongings from the Vehicle. ADCB will try to contact you at your Address in relation to collection of such personal belongings, but in the event that you have not collected the belongings within 30 days of notification, ADCB may arrange for the belongings to be donated to a charity of ADCB's choosing, handed to a local police authority or destroyed. ADCB will have no obligation to account to you for such belongings. You will indemnify and hold harmless ADCB and its Affiliates from any Liability arising as a result of action taken pursuant to this Clause 1.8 of Section B.
- If the Vehicle is repossessed by any police authority or any other governmental organisations and you subsequently settle all outstanding liabilities owed to ADCB, ADCB will arrange to release the repossession order filed with the courts.
- Upon full and final settlement of the Car Loan, ADCB will also provide a Security release letter to you. You are responsible for submitting the Security release letter to the relevant authority and taking possession of the Vehicle. ADCB will have no responsibility for, and shall accept no Liability in relation to, the return of the Vehicle to you or for the condition of the Vehicle after the release of the repossession order and the Security release letter.
- All sale proceeds received by ADCB from the sale of the Vehicle will be applied in the order of priority prescribed in Clause 4.1 of Section A.

1.9 What is ADCB not liable for?

- ADCB makes no representation or warranties of any kind regarding the Vehicle and shall not be responsible for any Liability to you or any other party if the Vehicle is not fit for purpose.
- You will indemnify and hold harmless ADCB and its Affiliates from any Liability whatsoever and howsoever arising in respect of the Vehicle, including but not limited to:

  (A) any loss to the Vehicle or its value on the basis that the Vehicle is not of merchantable quality or for any guarantee or warranties that may arise, for any reason, in connection with the Vehicle, or to its condition or its fitness for any purpose whatsoever;

  (B) if the Vehicle is not the same as that which you initially inspected or which was described by or to you before you accepted the Car Loan Terms or took delivery of the Vehicle; and/or

  (C) the possession and the use of the Vehicle (including but not limited to any damage sustained to the Vehicle, person or property or any Liability to any third parties as a result of the use of the Vehicle or any event associated therewith).

Section C : Personal Loans

- Section C applies to any Personal Loan that you apply for and must be read together with Section A and the other applicable parts of these Terms and Conditions.

1. Personal Loans

1.1 What is a Personal Loan and what can you use a Personal Loan for?

- A Personal Loan is a loan provided by ADCB to you that can be used for a variety of purposes, including, but not limited to, household, education, emergency, medical or overdraft expenses or the start-up or running of a business.

1.2 Do any special conditions apply to a Personal Loan?

- You must assign your Assigned Salary to ADCB in accordance with Clause 9.4 of Section A.
- Your Repayment Account must be an Account held with ADCB.
- A Personal Loan cannot be taken out jointly.

1.3 How and when will you receive the Personal Loan amount?

- Subject to ADCB's satisfaction in its sole discretion that all the requirements and conditions in Clauses 3 and 9.4 of Section A have been fulfilled or waived by ADCB, the Personal Loan amount may be disbursed by way of a bank transfer to the Disbursement Account. Depending on the purpose of the Personal Loan, and in ADCB's sole discretion, the Disbursement Account may be:

  (A) in the case of a refinancing of debt taken out with a third party bank or financial institution acceptable to ADCB, an account held with that third party;

  (B) in the case of a new or top-up loan, your account held with ADCB; or

  (C) if permitted by ADCB in its sole discretion, split between the two accounts referred to above.

Section D : Salary Overdrafts

- Section D applies to any Salary Overdraft that you apply for and must be read together with Section A and the other applicable parts of these Terms and Conditions.

1. Salary Overdrafts

1.1 What is a Salary Overdraft and what can you use a Salary Overdraft for?

- A Salary Overdraft is a credit facility provided by ADCB to you that may be used for any purpose other than speculative purposes.

1.2 Do any special conditions apply to a Salary Overdraft?

- You must assign your Assigned Salary to ADCB in accordance with Clause 9.4 of Section A.
- In addition, the provisions of Clause 8 of part 2 shall apply to a Salary Overdraft in the same manner as for an Overdraft.

Section E : Smart Loans

- Section E applies to any Smart Loan that you apply for and must be read together with Section A and the other applicable parts of these Terms and Conditions.

1. Smart Loans

1.1 What is a Smart Loan and what can you use a Smart Loan for?

- A Smart Loan is a loan provided by ADCB to you that can be used to purchase specific Goods from reputable retailers or for any other purpose acceptable to ADCB.

1.2 How and when will you receive the Smart Loan amount?

- Subject to ADCB's satisfaction in its sole discretion that all the requirements and conditions in Clause 3 of Section A have been fulfilled or waived by ADCB, the Smart Loan amount may be disbursed by way of a bank transfer to the Disbursement Account or, if otherwise agreed with ADCB, by way of a banker's cheque.
- The Disbursement Account can either be an account held by you or by the seller of the Goods, and can be with ADCB or any third party bank or financial institution acceptable to ADCB.

Section F : Mortgage Loans

- Section F applies to any Mortgage Loan (with or without the Home Saver Option) that you apply for and must be read together with Section A and the other applicable parts of these Terms and Conditions.

1. Mortgage Loans

1.1 What is a Mortgage Loan?

- A Mortgage Loan is a loan provided by ADCB to you secured by Security over a Property.

1.2 What do you need to provide to ADCB to receive the Mortgage Loan amount?

- In addition to the requirements set out in Clause 3.1 of Section A, you must also provide ADCB with:

  (A) your acceptance in a form acceptable to ADCB of the Mortgage Loan;

  (B) an undated security cheque equal to the Mortgage Loan amount duly signed by you and drawn in favour of ADCB;

  (C) if applicable, an undertaking by the Developer to register a Mortgage over the Property in favour of ADCB;

  (D) if applicable, an assignment in favour of ADCB of the insurance policies relating to the Property referred to in Clause 1.7 of Section F;

  (E) if applicable, an assignment in favour of ADCB of any and all future rentals arising from the Property;

  (F) if applicable, an original of the SPA;

  (G) if permissible, an original of any document evidencing the creation, registration and perfection of a Mortgage over the Property in favour of ADCB;

  (H) if applicable, an agreement in a form acceptable to ADCB, assigning the SPA to ADCB;

  (I) if applicable, originals of all invoice receipts for payments made to the Developer and/or Seller;

  (J) in connection with any off-plan purchase, evidence of registration of the sale contract with the applicable land department in the UAE;

  (K) if applicable, an original notarized power of attorney in favour of ADCB and in a form acceptable to the courts in the UAE and to ADCB;

  (L) one undated cheque in favour of ADCB to cover creation, registration and perfection charges in relation to the Mortgage in favour of ADCB; and

(M) evidence, to ADCB's satisfaction, that you have, or will obtain, clean and good marketable title to the Property.

- As part of the Mortgage Loan application process, ADCB may send you (by any means deemed appropriate by ADCB) a form of Approval Letter. Any such Approval Letter will be an "in principle" approval only and without any commitment to lend and may be subject to its own conditions.

1.3 How and when will you receive the Mortgage Loan amount?

- Subject to ADCB's satisfaction in its sole discretion that all the requirements and conditions in Clauses 3 of Section A and 1.2 of Section F have been fulfilled or waived by ADCB, the Mortgage Loan amount may be disbursed by way of a bank transfer to the Disbursement Account or, if otherwise agreed with ADCB, by way of a banker's cheque.
- Depending on the purpose of the Mortgage Loan, and in ADCB's sole discretion, the Disbursement Account may be:

  (A) an account held by the Developer or the Seller (as applicable);

  (B) in the case of a refinancing of debt taken out with a third party bank or financial institution acceptable to ADCB, an account held with that third party;

  (C) in the case of a top-up loan, your account held with ADCB or a third party bank or financial institution acceptable to ADCB; or

  (D) if permitted by ADCB in its sole discretion, split between the two accounts referred to in (B) and (C) above.

1.4 Can ADCB withdraw its commitment to make the Mortgage Loan available to you?

- In addition to the circumstances listed in Clause 2 of Section A, ADCB may at any time prior to disbursal of a Mortgage Loan, cancel its commitment to make available a Mortgage Loan, reduce the amount of a Mortgage Loan stated in the Loan Application or any Approval Letter or delay disbursal of a Mortgage Loan if ADCB does not receive a report from its advisors, to its satisfaction, relating to legal and insurance matters of concern to it (such as title to the Property).
- If ADCB exercises its rights under Clauses 1.4 of Section F or 2 of Section A, ADCB will not be responsible for any Liability on its part to you and you will indemnify and hold harmless ADCB and its Affiliates from any Liability in relation to any losses incurred by you in connection with your intended purchase of the Property. ADCB will also not be obliged to refund you any fees that you have paid ADCB in connection with your application for the Mortgage Loan.

1.5 What are your obligations in relation to any Security in relation to the Property?

- If title to the Property is not fully registered with the relevant land registry (for example if it is registered on an interim register such as Oqood at the Dubai Land Department, or any similar register in any other Emirate) or if the Property has a pre-title deed, as opposed to a full title deed, you undertake to convert the pre-title deed to a full title deed and to ensure that the Property is registered on the completed property register as soon as the Property becomes eligible for such registration.
- ADCB may, at any time where it considers that the value, adequacy or validity of any Security that you have provided to be adversely

affected or is insufficient or is not legally binding and enforceable to the maximum extent permitted by Applicable Law, require that you provide additional Security (or perfect any existing Security) in relation to the Mortgage Loan in order to protect its interest. If this occurs, you undertake to:

(A) sign and deliver to all documentation and obtain all the necessary consents and authority as may be determined by ADCB in its sole discretion to be necessary or advisable;

(B) engage with any governmental authority or other relevant land registry specified by ADCB; and

(C) pay all registration or other fees, expenses, liabilities and legal or other costs, in relation to the perfection of any Security or taking of any such further or additional Security over the Property.

- If ADCB notifies you that the Property and/or any Security must be registered and you fail to register the Property or the Security within 30 days of such notification, and until all amounts owed by you under the Mortgage Loan have been repaid in full, you irrevocably and unconditionally appoint ADCB (and any of its authorised agents, employees or attorneys), as your attorney to do the following on your behalf:

  (A) to sign, deliver and receive any document or do any act that ADCB may deem appropriate in relation to the registration of the Property and/or any Security;

  (B) to make any payments in connection with the registration of the Property and/or any Security and to add any such payments to the Principal Amount of the Mortgage Loan;

  (C) to take any steps for the registration of the Property and/or any Security with the Developer or at any governmental or other relevant land registry; and/or

  (D) to take any steps for the perfection of any Security.

- Without prejudice to any other right ADCB may have under Clause 1.4 of Section F, you will indemnify and hold harmless ADCB and its Affiliates from any Liability in relation to your failure or inability to register the Property or any Security that you are required to provide in relation to the Mortgage Loan.

1.6 What are your responsibilities in relation to the Mortgage Loan?

- You represent and warrant to ADCB on the date on which the Mortgage Loan Terms apply, on the date of disbursal of a Mortgage Loan and on each day during the term of a Mortgage Loan, that:

  (A) no representation of any kind has been made by ADCB regarding the Property;

  (B) if you are the owner of the Property, you have clear and good marketable and registered title to the Property including (as the case may be) through freehold, leasehold, usufruct or musataha or such other ownership right recognised under Applicable Law;

  (C) if you are not the owner of the Property, upon performance of your obligations under the SPA, you will have (or will have the right to receive) clear and good marketable and registered title to the Property including (as the case may be) through freehold, leasehold, usufruct or musataha or such ownership right recognised under Applicable Law;

(D) no Security (except for any Security that you are required to grant to ADCB) exists over your title to the Property, the SPA, any related insurance policy or rental income (as the case may be);

(E) no default has occurred under the SPA;

(F) if the Property is yet to be fully constructed, no default has occurred under any contract for the construction of the Property; and

(G) no restrictive covenant, easement or right of way exists over the Property.

- For the duration of the Mortgage Loan, you irrevocably and unconditionally undertake and agree to:

(A) comply with the Loan Terms and observe and perform your obligations under the SPA and if applicable, under any contract for the construction of the Property;

(B) if you are not the registered owner of the Property, instruct the Developer and/or the Seller (as the case may be) to deliver to ADCB all original documents evidencing your right, title and interest in and to the Property and in the event such documents are delivered to you, to promptly deliver such documents to ADCB;

(C) promptly notify ADCB of the occurrence of any event of default under the SPA, a construction contract or Termination Event or any adverse claim or interest in the Property including any delays or proposed alterations or modifications under the SPA or a construction contract;

(D) enforce your rights under the SPA and/or a construction contract;

(E) keep the Property and any fixtures and fittings and external areas in good repair and condition and not neglect the Property or do anything to reduce its value;

(F) comply with your insurance obligations under Clause 1.7 of Section F;

(G) comply with all Applicable Laws relating to the Property, including without limitation, any and all rules issued by the Developer or any owners' association that are binding on the Property and all contracts, deeds and other documents binding on the Property;

(H) pay any and all charges, fees, levies, assessments and taxes due in relation to the Property in a timely manner;

(I) permit and procure that ADCB or its authorised representatives are permitted to inspect the Property;

(J) promptly notify ADCB of any order, claim, notice or other matter served on you by any third party that will or is likely to affect the Property or your title or occupancy thereof;

(K) register the Mortgage over the Property in favour of ADCB at your cost and expense as soon as practically possible; and/or

(L) not, without ADCB's prior written consent:

1. transfer, sell, assign, or grant or register any interest in the Property or any part of it to any third party including the creation of any sale and lease-back arrangement;
2. grant any Security (except for any Security that you are required to grant to ADCB) on the Property or any part of it;
3. grant any easement, right of way or restrictive covenant affecting the Property or any part of it;
4. lease all or part of the Property;

5. make material alterations to the Property or any part of it;
6. change the use or status of the Property or any part of it;
7. carry on any trade or business at the Property;
8. grant any rights in the Property which may affect the value of the Property or ADCB's rights under the Mortgage Loan Terms;
9. revoke, rescind or contest the validity of the power of attorney referred to in Clause 1.2(K) of Section F;
10. make any amendment or alteration to or terminate the SPA;
11. if the Property is yet to be constructed, to make any amendment or alteration to any contract relating to its construction; and/or
12. enter into any negotiations with any governmental authority for or consent to the compulsory acquisition of all or part of the Property.

1.7 What are your insurance obligations under the Mortgage Loan?

- For the duration of the Mortgage Loan, you undertake and agree to (at your own cost):

  (A) insure the Property (and maintain such insurance) against all usual risks with a reputable insurer approved by ADCB for a value that is at least equal to the value of the Property, with ADCB noted as loss payee on the face of the policy and in a form and substance satisfactory to ADCB; and

  (B) maintain a life insurance policy with a reputable insurer approved by ADCB for an amount that is at least equal to the amount outstanding under the Mortgage Loan, with ADCB noted as loss payee on the face of the policy and in a form and substance satisfactory to ADCB.

- The insurance policies referred to above will be for ADCB's benefit and any sums payable under them will be paid to ADCB as it deems necessary (other than in the case of third party claims). You acknowledge and agree that ADCB may use any amounts paid under these insurance policies to:

  (A) rectify any insured damage as ADCB considers necessary to ensure that the value of the Property and any Security is preserved; and/or

  (B) reduce or settle any amounts outstanding under the Mortgage Loan.

- You must ensure that the insurance policies referred to above cannot be cancelled, varied, amended or permitted to lapse without the insurers having given 30 days' prior written notice to ADCB.

- If you fail to maintain the insurance policies in accordance with this Clause 1.7 of Section F and/or the assignment of such insurance policies in accordance with Clause 1.2 of Section F, ADCB will have the right (but not the obligation) to take out such insurance policies in its favour as it deems necessary and/or to make any premium payments on your behalf. Any fees, expenses, legal costs, Charges, duties and taxes incurred by ADCB in connection with its exercise of such right will be added to the Principal Amount.

1.8 What are your responsibilities in relation to maintenance of the Property?

- You must maintain the Property in a good repair and condition, and you are liable to ADCB for all loss and damage to the Property, howsoever arising, except for fair wear and tear. You must also make all contractual payments due under any maintenance contract associated with the Property.

- If any sums due to be paid under any maintenance contract remain unpaid after 14 days (or any number of days prescribed by ADCB from time to time in its sole discretion) of your receipt of first notice to pay, ADCB will have the right (but not the obligation) to pay such amounts on your behalf to preserve its interest in the Property and any Security. Any such payments made on your behalf (including any fees, expenses, legal costs, Charges, duties and taxes incurred by ADCB) will be added to the Principal Amount.

1.9 What if the Property is under construction at the time that you take out the Mortgage Loan?

- If the Property is being constructed on land that you do not own, the Mortgage Loan amount will be disbursed in accordance with Clause 1.3 of Section F in accordance with the payment schedule provided by the Developer (as amended from time to time) and only if ADCB is satisfied that any such payment to the Developer is due based on the agreed construction schedule and subject to you having contributed any required down payments as stipulated by ADCB from your own funds.
- If any sums due to be paid in connection with the construction of the Property remain unpaid after seven days of your receipt of first notice to pay, ADCB will have the right (but not the obligation) to pay such amounts on your behalf. Any such payments made on your behalf (including any fees, expenses, legal costs, Charges, duties and taxes incurred by ADCB) will be added to the Principal Amount.
- ADCB will not be obliged to notify you when any payments are due to any third parties in relation to the Property. You will indemnify and hold harmless ADCB and its Affiliates from any Liability if you fail to make any such payments when they are due.
- You must provide ADCB with the details of the Developer, the Contractor and the Consultant.
- You must promptly inform ADCB of any action, proceedings, arbitration, claim or demand of any kind which you may make against any third party involved in the construction of the Property (including the Developer, the Contractor and/or the Consultant) or which any such party may make against you and provide any details and documentation as ADCB may require. You must immediately assign to ADCB (in such form as it may require) the benefit of any judgment, arbitral or other award in your favour up to the value of the Mortgage Loan amount. Should any payment be made to you (whether before or after the date of the assignment) in relation to any judgment, arbitral or other award, you must promptly pay the amount of such payment to ADCB.
- If the Property is being constructed on your behalf on land that you own:

  (A) you must provide documentary evidence to ADCB's satisfaction confirming:

  1. the duration of construction of the property (from start to final handover);
  2. the total cost of construction (as updated from time to time based on market fluctuations) including but not limited to the bill of quantities; and
  3. the estimated value of the Property at completion as well as that of the land on which it is to be constructed;

  (B) for the duration of the Mortgage Loan you must keep ADCB

updated of any significant developments or changes in the duration and cost of construction and the valuation of the land and the Property; and

(C) the Mortgage Loan will be disbursed in accordance with Clause 1.3 of Section F in multiple advances and each advance will be at least 10% of the Mortgage Loan amount. For each advance request, you must provide ADCB with an original certificate from the Consultant certifying that a particular milestone of the construction phase has been completed and instructions to pay the Contractor. Payment under each advance request will only be made to the Contractor nominated by you and confirmed by the Consultant.

- You consent to ADCB disclosing to the Developer, Contractor and Consultant (and any of their authorised third party agents) of any information which may be relevant to the Mortgage Loan and any Security that you have provided.

1.10 What if you are a UAE national who has been granted land?

- If you are a UAE national who has been granted or gifted land by the ruler of the Emirate where the land is located, you warrant and represent to ADCB that:

  (A) you have not received an interest free loan in connection with the grant or gift of land; and

  (B) the grant or gift of land does not include a constructed property.

1.11 What documents do you need to provide if ADCB takes a second ranking mortgage?

- Where ADCB has agreed to accept a second ranking mortgage as Security for the Mortgage Loan, you must provide ADCB with a no objection certificate from the first mortgagee, evidence of the registration of the second ranking mortgage, as well as any records evidencing the earlier loan which is secured by a first ranking mortgage over the Property and evidence of all and any relevant Security granted by you against such loan.

1.12 What if you take out a Mortgage Loan jointly with others?

- If you take out a Mortgage Loan jointly with others, unless you advise ADCB otherwise prior to disbursal, each borrower will be deemed to have an equal interest in the Property and have Joint and Several Liability for the Mortgage Loan and to have agreed to the creation of the Security over the Property.

1.13 How are you charged interest under the Mortgage Loan?

- You will be charged interest on the daily outstanding balance of your Mortgage Loan amount in accordance with Clause 7.1 of Section A.
- If you have taken out a variable interest rate Mortgage Loan based on EIBOR, interest consists of the aggregate of :

  (A) the relevant EIBOR; plus

  (B) the Margin.
- ADCB will review the relevant EIBOR periodically. If the relevant EIBOR has changed on the review date, your interest rate will be changed on and from that date to reflect this, subject to a minimum interest rate per annum as specified in the Approval Letter or the Loan Advice or in the Loan Application or any other Loan document or as advised by ADCB. This rate will remain fixed until the next review date.

- The relevant EIBOR and the Margin will be set out in the Approval Letter or the Loan Advice or in the Loan Application or any other Loan document or as advised by ADCB. The Margin will remain fixed for the duration of the Mortgage Loan.
- Notwithstanding the above, ADCB may review EIBOR at a shorter or longer frequency than as set out in the Approval Letter or Loan Advice or in the Loan Application or any other Loan document, the timing of which can be determined by ADCB in its sole discretion.

1.14 What happens if the Property is sold before you repay the Mortgage Loan?

- If the Property is sold before the Mortgage Loan amount is fully repaid to ADCB, all outstanding amounts owed by you under the Mortgage Loan will become immediately due and payable and you must immediately pay such amounts to ADCB.

1.15 Can ADCB terminate the Mortgage Loan?

- In addition to the other Termination Events, ADCB may also in its sole discretion terminate a Mortgage Loan if:

  (A) you fail to perform or observe any covenant or undertaking under the Mortgage Loan Terms or the General Loan Terms;

  (B) you fail to pay when due, whether at stated due date, maturity, acceleration or otherwise, any amount payable under the Mortgage Loan;

  (C) the Mortgage and/or any other Security granted under the Mortgage Loan Terms for any reason ceases to be in full force and effect;

  (D) the Mortgage Loan Terms, for any reason other than termination or expiration in accordance with their terms, cease to be in full force and effect;

  (E) there is a material adverse change in the value, condition or permitted use of the Property or any event occurs which ADCB determines, in its sole discretion, may adversely affect ADCB's interests under the Mortgage Loan Terms, the General Loan Terms or the Mortgage;

  (F) you default under the SPA, a construction contract, the Mortgage or any other agreement providing Security to ADCB against your obligations under the Mortgage Loan Terms or the General Loan Terms;

  (G) you fail to provide (and if applicable, register and perfect) any Security to ADCB's sole discretion and satisfaction, as requested by ADCB pursuant to Clause 1.5 of Section F;

  (H) there is a sale, lease, condemnation, expropriation, seizure or other disposition of all or any part of the Property without ADCB's prior consent;

  (I) there is any breach of any of your obligations in relation to any Security that you have provided;

  (J) you sell, lease or otherwise transfer the Property to a third party without ADCB's prior consent;

  (K) a judgment or order for sale or attachment of all or part of the Property is entered by a court or other relevant authority other than in favour of ADCB;

  (L) you fail to comply with your insurance obligations under Clause 1.7 of Section F and/or any other payment obligations;

(M) if the Property is yet to be constructed, ADCB considers that the construction of the Property will not be completed within the timeframe originally proposed or if ADCB considers that you have taken any action that may lead to termination of the SPA or any agreement relating to the construction of the Property; and/or

(N) the Developer or Seller defaults under the SPA or any related agreement or any agreement with ADCB with respect to the Property.

- If any of the events referred to in this Clause 1.15 of Section F should occur, ADCB will give you notice demanding that you cure any such default within three days, failing which, ADCB may, without further notice to, approval from, or action by you, terminate a Mortgage Loan.

1.16 What happens if ADCB terminates the Mortgage Loan?

- If ADCB terminates a Mortgage Loan, in addition to and without prejudice or limitation to ADCB's rights under Clause 13 of Section A, or any other rights under Applicable Laws or otherwise, ADCB will have the right on termination to:

  (A) enter and/or take possession of the Property and make any repairs or improvements to the Property;

  (B) remove, store, sell or otherwise dispose of any furniture, effects, chattels or other items at the Property;

  (C) enter into a lease or other agreement with regard to the Property and renew, cancel, negotiate, vary or amend the terms of any lease relating to the Property;

  (D) sell or otherwise dispose of the Property on such terms as ADCB deems fit; and/or

  (E) effect an assignment and transfer of the SPA and if applicable any contracts for the construction and/or maintenance of the Property to ADCB or any nominee designated by ADCB and cause the title to the Property to be transferred.

- Notwithstanding ADCB's exercise of its rights under this Clause 1.16 of Section F, your obligation to continue to pay interest on the Mortgage Loan until it is fully repaid will continue to apply before and after any judgment by any relevant court.

1.17 What is the Home Saver Option?

- The Home Saver Option is an option available under a Mortgage Loan.
- If you have selected the Home Saver Option in a Loan Application for a Mortgage Loan, your Mortgage Loan will, in addition to the other Loan Terms, be subject to the conditions of Clause 1.17 to Clause 1.23 in this Section F.

1.18 What is a Home Saver Linked Account?

- The Home Saver Option requires you to open or have an existing Current Account that is identified in your Loan Application as being linked to your Mortgage Loan, and herein is referred to as a Home Saver Linked Account.

1.19 What is the difference between a Current Account and a Home Saver Linked Account?

- All the terms and conditions applying to a Current Account also apply to a Home Saver Linked Account other than the accrual, crediting and application of interest on the Home Saver Linked Account that is set out below.
- Interest will accrue on your Home Saver Linked Account at the interest rate specified in the Approval Letter issued in respect of your Mortgage

Loan linked to your Home Saver Linked Account. ADCB may increase or decrease the interest rate applicable to your Home Saver Linked Account from time to time (in its absolute discretion).

- If you are in default of your obligations under the Loan Terms relating to a Mortgage Loan, interest will not accrue on your Home Saver Linked Account and, as a result, there will be no prepayment of your Mortgage Loan in the manner set out in Clause 1.20 in this Section F.
- Unless the closing daily balance of your Home Saver Linked Account exceeds the Home Saver Benefit Limit, interest will accrue daily on the closing daily balance of your Home Saver Linked Account. If the closing daily balance of your Home Saver Linked Account exceeds the Home Saver Benefit Limit, interest will only accrue on an amount equal to the Homesaver Benefit Limit.
- Accrued interest (if any) on your Home Saver Linked Account will, on each Loan Due Date, be applied automatically by ADCB against the Principal Amount of your Mortgage Loan instead of being credited to your Home Saver Linked Account.

1.20 How will the interest accrued on a Home Saver Linked Account be applied?

- Accrued interest on your Home Saver Linked Account (if any) will be applied as a prepayment on the next occurring Loan Due Date to reduce the Principal Amount.
- Any such prepayment will be in addition to any monthly repayment instalment due on that Loan Due Date.
- Any such prepayment will be used by ADCB to reduce the Principal Amount of your Mortgage Loan.
- ADCB will advise you of the impact of any such prepayment on your Principal Amount in your Statement of Account and through Internet Banking.

1.21 Can you make deposits and withdrawals from your Home Saver Linked Account?

- You can use your Home Saver Linked Account in the same manner as a Current Account including in relation to deposits and withdrawals.

1.22 Is there a Minimum Balance required on the Home Saver Linked Account?

- Minimum Balance (if any) applicable to your Home Saver Linked Account will be the same as those applying to a Current Account as set out in the Schedule of Fees.

1.23 Can you have more than one Home Saver Linked Account linked to a Mortgage Loan or can you have one Home Saver Linked Account linked to more than one Mortgage Loan?

- No, only one Home Saver Linked Account can be linked to one Mortgage Loan and only one Mortgage Loan can be linked to one Home Saver Linked Account.

Section G : Mortgage Overdraft Facilities

- Section G applies to any Mortgage Overdraft Facility that you apply for and must be read together with Section A and the other applicable parts of these Terms and Conditions.

1. Mortgage Overdraft Facilities

1.1 What is a Mortgage Overdraft Facility?

- A Mortgage Overdraft Facility is a credit facility provided by ADCB to you secured by Security over a Property that may be used for any purpose other than speculative purposes.

1.2 Can the Mortgage Overdraft Facility be reduced and what will you be required to pay?

- The amount of the Mortgage Overdraft Facility approved in the Loan Advice may decrease by an amount equal to the Drop Line Amount on each anniversary of the date on which the Mortgage Overdraft Facility was made available by ADCB to you.
- You must pay the applicable Drop Line Amount on or before each yearly anniversary of the Mortgage Overdraft Facility having been made available by ADCB to you.
- Any amounts outstanding under the Mortgage Overdraft Facility on the date it becomes due to terminate shall be paid in full by you on that date.

1.3 What do you need to provide to ADCB to receive the Mortgage Overdraft Facility amount?

- In addition to the requirements set out in Clause 3.1 of Section A, you must also provide ADCB with:

  (A) your acceptance in a form acceptable to ADCB of the Mortgage Overdraft Facility;

  (B) an undated security cheque equal to the Mortgage Overdraft Facility Amount duly signed by you and drawn in favour of ADCB;

  (C) if applicable, an assignment in favour of ADCB of a life insurance policy taken out in your name covering at least the Mortgage Overdraft Facility amount;

  (D) if applicable, an assignment in favour of ADCB of the insurance policies relating to the Property including the fire and casualty insurance of the Property covering at least the Mortgage Overdraft Facility amount;

  (E) if applicable, an assignment in favour of ADCB of any and all future rentals arising from the Property;

  (F) if applicable, original of the SPA;

  (G) if permissible, an original of any document evidencing the creation, registration and perfection of a Mortgage in favour of ADCB;

  (H) if applicable, an agreement in a form acceptable to ADCB assigning the SPA to ADCB;

  (I) if applicable, originals of all invoice receipts for payments made to the Developer and/or Seller;

  (J) if applicable, an original notarised power of attorney in favour of ADCB and in a form acceptable to the courts in the UAE and to ADCB;

  (K) one undated cheque in favour of ADCB to cover creation, registration and perfection charges in relation to the Mortgage in favour of ADCB; and/or

  (L) evidence to ADCB's satisfaction that you have clear and good marketable title to the Property.

1.4 What are your responsibilities in relation to the Mortgage Overdraft Facility?

- You represent and warrant to ADCB on the date on which the Mortgage Overdraft Facility Terms apply, on the date on which the Mortgage Overdraft Facility is provided to you and on each day during the term of a Mortgage Overdraft Facility, that:

  (A) no representation of any kind has been made by ADCB regarding the Property;

  (B) no Security (except for any Security that you are required to grant to ADCB) exists over your title to the Property, the SPA, or any related insurance policy or rental income (as the case may be);

  (C) no default has occurred under the SPA;

  (D) no restrictive covenant, easement or right of way exists over the Property; and

  (E) you have clear and good marketable and registered title to the Property including (as the case may be) through freehold, leasehold, usufruct or musataha or such other ownership right recognised under Applicable Law.

- For the duration of the Mortgage Overdraft Facility, you irrevocably and unconditionally undertake and agree to:

  (A) comply with the Loan Terms and observe and perform your obligations under the SPA;

  (B) use the Mortgage Overdraft Facility solely for the purpose stated in Clause 1.1 of Section G;

  (C) promptly notify ADCB of the occurrence of any event of default under the SPA or Termination Event or any adverse claim or interest in the Property including any proposed alterations or modifications under the SPA;

  (D) enforce your rights under the SPA;

  (E) keep the Property and any fixtures and fittings and external areas in good repair and condition and not neglect the Property or do anything to reduce its value;

  (F) insure and maintain the insurance on the Property at all times, at your cost and expense, against all risks as are customarily insured against by owners of similar properties (including without limitation against fire and casualty) and on terms and from insurance companies and through insurance brokers acceptable to ADCB, and to procure that ADCB will be noted as loss payee on such insurance policies;

  (G) ensure that the insurance policies referred to in (F) above will provide that they cannot be cancelled, varied, amended or permitted to lapse without the insurers having given 30 days' prior written notice to ADCB;

  (H) comply with all Applicable Laws relating to the Property, including without limitation, any and all rules issued by the Developer or any owners' association that are binding on the Property and all contracts, deeds and other documents binding on the Property;

  (I) pay any and all charges, fees, levies, assessments and taxes due in relation to the Property in a timely manner;

  (J) permit or procure that ADCB or its authorised representatives are permitted to inspect the Property;

  (K) promptly notify ADCB of any order, claim, notice or other matter served on you by any third party that will or is likely to affect the Property or your title or occupancy thereof;

(L) register the Mortgage over the Property in favour of ADCB at your cost and expense as soon as practically possible; and/or

(M) not, without ADCB's prior written consent:

1. transfer, sell, assign, or grant or register any interest in the Property or any part of it to any third party, including the creation of any sale and lease-back arrangement;
2. grant any Security (except for any Security that you are required to grant to ADCB) on the Property or any part of it;
3. grant any easement, right of way or restrictive covenant affecting the Property or any part of it;
4. lease all or part of the Property;
5. make material alterations to the Property or any part of it;
6. change the use or status of the Property or any part of it;
7. carry on any trade or business at the Property;
8. grant any rights in the Property which may affect the value of the Property or ADCB's rights under the Mortgage Overdraft Facility Terms;
9. revoke, rescind or contest the validity of the power of attorney referred to in Clause 1.3(J) of Section G;
10. make any amendment or alteration to or terminate the SPA;
11. enter into any negotiations with any governmental authority for or consent to the compulsory acquisition of all or part of the Property; and/or
12. exceed the limit of your Mortgage Overdraft Facility.

1.5 What happens if the Property is sold before you repay the Mortgage Overdraft Facility

- If the Property is sold before the Mortgage Overdraft Facility is fully repaid to ADCB, all outstanding amounts owed by you under the Mortgage Overdraft Facility will become immediately due and payable and you must immediately pay such amounts to ADCB.

1.6 Can ADCB terminate the Mortgage Overdraft Facility or alter its limit?

- In addition to the other Termination Events, ADCB may also in its sole discretion terminate or vary the limit of the Mortgage Overdraft Facility if:

  (A) you fail to perform or observe any covenant or undertaking under the Mortgage Overdraft Facility Terms or the General Loan Terms;

  (B) you fail to pay when due, whether at stated due date, maturity, acceleration or otherwise, the Drop Line Amount, any interest or any other amount payable under the Mortgage Overdraft Facility;

  (C) the Mortgage and/or any other Security granted under the Mortgage Overdraft Facility Terms for any reason ceases to be in full force and effect;

  (D) the Mortgage Overdraft Facility Terms, for any reason other than termination or expiration in accordance with their terms, cease to be in full force and effect;

  (E) there is a material adverse change in the value, condition or permitted use of the Property or any event occurs which ADCB determines, in its sole discretion, may adversely affect ADCB's interests under the Mortgage Overdraft Facility Terms, the General Loan Terms or the Mortgage;

  (F) you default under the SPA, the Mortgage or any other agreement providing Security to ADCB against your obligations under the Mortgage Overdraft Facility Terms or the General Loan Terms;

(G) there is a sale, lease, condemnation, expropriation, seizure or other disposition of all or any part of the Property without ADCB's prior consent;

(H) there is any breach of any of your obligations in relation to any Security that you have provided;

(I) you sell, lease or otherwise transfer the Property to a third party without ADCB's prior consent;

(J) a judgment or order for sale or attachment of all or any part of the Property is entered by a court or other relevant authority other than in favour of ADCB;

(K) you fail to comply with your insurance obligations under Clause 1.4 of Section G and/or any other payment obligations; and/or

(L) the Seller defaults under the SPA or any related agreement or any agreement with ADCB with respect to the Property.

- Without prejudice to ADCB's rights to terminate the Mortgage Overdraft Facility referred to above, ADCB may in its sole discretion alternatively choose to reduce the limit of your Mortgage Overdraft Facility by such amount as it considers appropriate.
- If any of the events referred to in this Clause 1.6 of Section G should occur, ADCB will give you notice demanding that you cure any such default within three days, failing which, ADCB may, without further notice to, approval from, or action by you, terminate the Mortgage Overdraft Facility or vary its limit.

1.7 What happens if ADCB terminates the Mortgage Overdraft Facility?

- If ADCB terminates a Mortgage Overdraft Facility, in addition to and without prejudice or limitation to ADCB's rights under Clause 13 of Section A, or any other rights under Applicable Laws or otherwise, ADCB will have the right on termination to:

  (A) enter and/or take possession of the Property and make any repairs or improvements to the Property;

  (B) remove, store, sell or otherwise dispose of any furniture, effects, chattels or other items at the Property;

  (C) enter into a lease or other agreement with regard to the Property and renew, cancel, negotiate, vary or amend the terms of any lease relating to the Property;

  (D) sell or otherwise dispose of the Property on such terms as ADCB deems fit; and/or

  (E) effect an assignment and transfer of the SPA to ADCB or any nominee designated by ADCB and cause the title to the Property to be transferred.
- Notwithstanding ADCB's exercise of its rights under this Clause 1.7 of Section G, your obligation to continue to pay interest on the Mortgage Overdraft Facility amount until it is fully repaid will continue to apply before and after any judgment by any relevant court.

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, means contacting or notifying ADCB by any form of Customer Communication (in accordance with Clause 2 of part 1) or by any other means acceptable to ADCB from time to time for the purpose of receiving such contact or notification from you.
- Unless otherwise stated, any reference for ADCB 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 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:

Account	any bank account, including but not limited to any digital wallet account, opened by you with ADCB;
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 interest 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 on your behalf or other financial information;
Account Number	the unique serial number, as designated by ADCB in its sole discretion from time to time, to each Account opened with ADCB;

ADCB	Abu Dhabi Commercial Bank PJSC and any of its branches, successors and assignees;
ADCB Offering	any product, service, facility, benefit or reward program provided by ADCB from time to time;
ADCB Policies	ADCB's own policies and procedures (as amended from time to time by ADCB in its sole discretion);
ADCB Reward	a reward and/or benefit that is made available from time to time, from or through ADCB in exchange for points earned under an ADCB Rewards Program and which may include: (A) set-off against certain Charges determined by ADCB; and/or (B) credit or discount vouchers for specific products and services;
ADCB Rewards Online Catalogue	the catalogue of ADCB Rewards available on the Website or through Internet Banking or as otherwise made available by ADCB;
ADCB Rewards Program	a rewards program providing rewards and benefits, operated by ADCB;
Additional Products and Services	any ADCB 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;
Affiliates	ADCB'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 to the Customer by SMS, email, secure messaging service or any other available means of communication;
Annual Membership Fee	an annual fee as prescribed by ADCB for your Credit Card and each Supplementary Card when issued or renewed;

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), Regulation, ordinance, rule, decree, voluntary code, directive, sanction regime, judgment or court order issued by a court having jurisdiction in the UAE, agreement between ADCB and any government and regulatory authority, or agreement or treaty between government and regulatory authorities (in each case, whether local, foreign or international);

Assigned Salary your salary, end of service benefits and other income stated in your Loan Application and/or the Loan Advice;

Approval Letter an interim or final approval Letter from ADCB to you setting out the principal details of a Loan, and any additional terms and conditions relating to that Loan (or the disbursal thereof);

Approved Third Party Digital Channel a mobile application or other digital channel which is provided by a party other than ADCB and designed to deliver application services to subscribers of such third party applications and has been approved by ADCB as a means for you to communicate with ADCB regarding your Account(s);

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 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 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 in the exercise of its rights under these Terms and Conditions;
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 in its sole discretion as a "Balance Transfer") which may be made in accordance with Clauses 9.3 to 9.5 of part 5;
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 may determine in its sole discretion;
Bancassurance	an insurance product provided through ADCB 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 to you;

Banker's Cheque	a cheque issued by ADCB payable to the order of a specified beneficiary for payment and presentation within the UAE;
Billing Currency	the currency in which your Credit Card Account operates and is billed;
Branch	any of ADCB's branches in the UAE;
Business Credit Card	a Credit Card designed for self-employed individuals, further details of which are available on the Website;
Business Day	any day on which banks in the UAE are open for business;
Call Deposit Account	an Account available in certain currencies prescribed by ADCB from time to time, which provides you with instant access to your funds as further described in Clause 4 of part 2;
Car Loan	the Loan referred to in Section B of part 6;
Car Loan Terms	the terms set out in Section B of part 6;
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 Advance	(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 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 or the Card Scheme Provider as a transaction which should be charged as if it were cash from ADCB or any other bank or financial institution;
Cash Advance Charge	a charge levied on the amount of each Cash Advance and charged to your Credit Card Account at the time your Credit Card is used to obtain a Cash Advance, which will be calculated on a daily basis and will accrue on each Cash Advance from the date of the Cash Advance until repayment in full, plus a fixed transaction fee (subject to a minimum amount);
Cash Advance Limit	the maximum amount available to you for a Cash Advance, as prescribed by ADCB in its sole discretion;
Cash Withdrawal	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 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 in relation to the ADCB Offerings, or in connection with ADCB's compliance with any regulatory obligations as may be set out in the Schedule of Fees or otherwise prescribed by ADCB from time to time;
Chip	a secure microprocessor embedded in a Card allowing an advanced verification mechanism upon payment and convenient usage options;
Confidential Information	your Account Information, Security Information, any Bank Communications, Customer Communications and any other information of a confidential nature;

Consultant	a duly licensed building consultant appointed in relation to the construction of a Property;
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's call centre which can be reached using the telephone numbers prescribed by ADCB 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;
Contractor	a duly licensed construction contractor responsible for the construction of a Property;
Credit Card	any credit card issued by ADCB 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, 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, which are subject to change from time to time in ADCB's sole discretion;
Credit Card Loan	an instalment-based loan carved out of your unutilised Credit Limit which you may apply for in accordance with Clauses 9.6 to 9.13 of part 5;
Credit Card Number	the number printed on the face of a Credit Card or such other number designated as such by ADCB from time to time;

Credit Card Terms	the credit card terms and conditions set out in part 5, any other clauses of these Terms and Conditions applicable to Credit Cards (including, but not limited to, Clause 17 of part 1) 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 Transaction	any purchase of goods and/or services, Cash Advances or any other transaction effected by the use of a Credit Card (including any Supplementary Card), Credit Card Number, PIN, OTP, FacePass 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 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 2;
Customer	anyone who uses, participates in, purchases or subscribes to any ADCB Offering;
Customer Communications	all notices, instructions and other communications sent by you to ADCB;
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 from time to time and in its sole discretion and as such may vary for transactions effected via Internet Banking or at particular Branches;
Debit Card	a debit card issued by ADCB 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, which are subject to change from time to time in ADCB's sole discretion;
Debit Cardholder	a Customer to whom a Debit Card bearing that party's name is issued by ADCB, and includes the Primary Cardholder and any Supplementary Cardholder;
Debit Card Number	the number printed on the face of a Debit Card, or such other number designated as such by ADCB from time to time;
Debit Card Terms	the debit card terms and conditions set out in Clause 10 of part 2, 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 or in any other manner authorised by the Debit Cardholder (or Supplementary Cardholder as the case may be);
Default Interest	interest payable by you for late payment, or a Termination Event, in relation to a Loan, as further described in Clause 7.3 of Section A of part 6;
Default Interest Rate	the rate at which Default Interest is charged in relation to a Loan, and which is set out in the Schedule of Fees and which is subject to change from time to time in ADCB's sole discretion;

Delegate	Any agent, adviser, banker, broker, correspondent, dealer, nominee, market professional, contractor, vendor (including its subcontractors), custodian or other third party that the Bank may appoint to provide all or part of an ADCB Offering or facilitate the provision by the Bank of an ADCB Offering, to the Customer directly or indirectly, or to remain competitive;
Developer	the developer of a Property;
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 agrees to disburse the amount of a Loan which (depending on the type of Loan) may be your Account or that of a third party (for example, the Developer) and which may be held with ADCB or with a third party bank or financial institution acceptable to ADCB;
Drop Line Amount	the amount by which the Mortgage Overdraft Facility amount will decrease at the end of each year from the date it was made available by ADCB;
EIBOR	Emirates Interbank Offered Rate as determined by ADCB from time to time;
Electronic Banking	Mobile Banking, Telephone Banking, 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 Offering, as prescribed by ADCB in its sole discretion from time to time;

Emirates	the emirates of the UAE;
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 (E) any other document which ADCB may specify from time to time;
E-Statement	the monthly or other periodic electronic statement issued by ADCB to the Customer showing the balance and transactions on an Account during the period covered by the statement;
Etihad Guest Program	the frequent flyer program (as amended from time to time) established and maintained by Etihad Airways P.J.S.C.;
Exceptional Overdraft Amount	the amount of withdrawal from an Account by which the Spending Limit is exceeded without you having previously applied to ADCB for an Overdraft in respect of that amount;
Exceptional Overdraft Interest	interest that will be charged to an Account for the Exceptional Overdraft Amount at the Prevailing Rate;
Exchange Rate	with respect to the conversion of one currency to another, the prevailing rate of exchange as prescribed by ADCB;
FacePass	the capture of one or more cropped facial images that facilitate the biometric facial verification functionality used for authentication of transactions;
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 Charge	has the meaning given to it in Clause 5.1 of part 5;
Fixed Term Deposit Account	an Account into which you make Fixed Term Deposits as further described in Clause 3 of part 2;
Fixed Term Deposit	has the meaning given to it in Clause 3.1 of part 2;
FlexiPay	has the meaning given to it in Clause 9.20 of part 5;
Form	any form prescribed by ADCB for a particular purpose (such as but not limited to an application for a particular ADCB Offering or an instruction to ADCB) which may be completed: (A) in writing, in physical or electronic form; (B) by verbal instruction, in person or over the telephone; (C) via Electronic Banking or by any other electronic or digital method of acceptance including but not limited to email or fax; and/or (D) any other means of instruction or confirmation prescribed by ADCB from time to time;
Funds Transfer	a transfer of funds out of an Account to another Account or an account of any other bank or financial institution, in AED or any other currency permitted by ADCB, as instructed by the Customer and in accordance with Clause 7 of part 2;

GCC National	a national of any of Saudi Arabia, Kuwait, Qatar, Bahrain or Oman;
General Electronic Banking Terms	the common terms applicable to Mobile Banking, Telephone Banking and Internet Banking set out in Clause 1 of part 3 and any supplemental terms and conditions applicable thereto that may from time to time be in force;
General Loan Terms	the common terms applicable to any Loan set out in Section A of part 6 and any supplemental terms and conditions applicable thereto that may from time to time be in force;
Goods	any goods which are to be purchased by you with a Smart Loan;
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;
Home Branch	the Branch at which an Account is held;
Home Saver Benefit Limit	the outstanding principal amount of a Mortgage Loan which applies the Home Saver Option;
Home Saver Linked Account	has the meaning given to it in Clause 1.18 of Section F;
Home Saver Option	has the meaning given to it in Clause 1.17 of Section F;
Intellectual Property Rights	patents, trademarks, service marks, rights (registered or unregistered) in any designs; applications for any of the foregoing; trade or business names; copyright (including rights in computer software) and topography rights; know-how; secret formulae and processes; confidential and proprietary knowledge and information; database rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world;
Interest Payment Date	the date on which an interest payment is due as advised or agreed by ADCB from time to time;

Internet Banking	the personal internet banking service that ADCB makes available on the Website, accessible through the internet network, to enable the electronic receipt and transmission of information and Internet Banking Instructions;
Internet Banking Instruction	any request, confirmation, consent, instruction or other similar communication sent by you to ADCB via Internet Banking;
Internet Banking Terms	the terms set out in Clause 4 of part 3 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 acting as an intermediary;
Investment Services Terms and Conditions	ADCB's terms and conditions for wealth management, private banking and investments, as amended from time to time;
ISP	the internet service provider used by the Customer;
IVR	ADCB'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; (B) each Cardholder relating to the use of a Card and any of its Supplementary Cards; and/or (C) each borrower relating to a Loan where such Loan has been jointly taken out by more than one borrower, all Liability will be the individual responsibility of each individual Joint Account Holder, Cardholder or borrower (as the case may be), whether or not incurred by that person;
Late Payment Fee	a charge for late payment, which will be levied if you fail to pay any payment due to ADCB by its Payment Due Date;

Liability	(whether arising in relation to you, to ADCB or to any third party) any loss, claim, demand, delay, obligation, expense, damage, cost, proceedings, penalties or charges or any other liability including legal costs, 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 profit, business revenue, investment, goodwill, interruption of business or anticipated savings or loss of data;
Loan	any Car Loan, Credit Card Loan, Personal Loan, Smart Loan, Overdraft, Salary Overdraft, Mortgage Overdraft Facility or Mortgage Loan taken out by you;
Loan Advice	the notification sent to you (via email or otherwise) by ADCB confirming the disbursal of a Loan and containing, among other things, details of the Principal Amount, interest rate, term, and terms of repayment;
Loan Application	the Form that you use to apply for a Loan;
Loan Due Date	the date on which each Loan instalment amount is due, according to the Loan Application and/or Loan Advice;
Loan Interest Rate	the interest rate payable by you in relation to a Loan as set out in the relevant Loan Advice or otherwise advised by ADCB, subject to variation by ADCB pursuant to Clause 7.2 of Section A of part 6;
Loan Terms	the General Loan Terms and the Specific Loan Terms together with any relevant Loan Application, Approval Letter, and related Loan Advice;
LPO	a letter of purchase order issued by ADCB to the seller listing the conditions to be met for payment of all or part of the purchase price of the Vehicle;
Majority	the time at which a person reaches the age of 21 years;
Margin	in respect of an EIBOR-based Mortgage Loan, the margin component of the interest rate set out in the Approval Letter or the Loan Advice or in the Loan Application or any other Loan document or as advised by ADCB;

Merchant	any party supplying goods and/or services who accepts ADCB 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;
Minimum Balance	the minimum balance which you must have in a particular Account (subject to change from time to time by ADCB in its sole discretion and without any obligation to give prior notice to you);
Minimum Interest	the amount of interest (subject to change from time to time by ADCB in its sole discretion and without any obligation to give prior notice to you) which must accrue to an Account before the Customer will be eligible for receiving any interest on that Account;
Minimum Payment Due	either: (A) the sum of the full amounts owing to ADCB for: (1) the Annual Membership Fee; (2) any monthly instalment amounts; (3) any Over Limit Amount; (4) any Over Limit Fee; and (5) 5% of the principal balance; OR (B) AED 100; whichever is higher;
MobileApp	any one or more of ADCB's downloadable mobile banking applications 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 or 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 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 1.2 of part 3;
Mobile Response	the information or confirmation of execution sent by ADCB 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	a first priority mortgage over a Property registered with the appropriate authority in the Emirate where the Property is situated;
Mortgage Loan	the Loan referred to in Section F of part 6;
Mortgage Loan Terms	the terms set out in Section F of part 6;
Mortgage Overdraft Facility	has the meaning given to it in Section G of part 6;
Mortgage Overdraft Facility Terms	the terms set out in Section G of part 6;
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 in connection with a Card Transaction or for any other use of an ADCB Offering requiring such a password;

Overdraft	a temporary extension of credit to you from ADCB where your Account balance has reached zero, and which for the avoidance of doubt includes an Exceptional Overdraft Amount;
Over Limit Amount	any amount by which you have exceeded your Credit Limit;
Over Limit Fee	the charge for exceeding your Credit Limit;
Paper Statement	the monthly or other periodic paper statement issued by ADCB 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 repayment instalments of a Loan or defer payment of the Total Amount Due on the Credit Card;
Payment Due Date	the date on which any payment from you to ADCB is due;
Personal Data	Any information relating to an identified or identifiable natural person. For the purposes of this definition, an "identifiable natural person" is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, or to one or more factors specific to the biological, physical, biometric, genetic, mental, economic, cultural or social identity of that natural person;
Personal Loan Terms	the terms set out in Section C of part 6;
Personal Payment Plan	has the meaning given to it in Clause 9.14 of part 5;
PIN	the personal identification number selected by the Cardholder to enable the use of the Card at any Terminal;

Prevailing Rate	the applicable prevailing rate of interest specified by ADCB from time to time and which applies to a Loan or an Account (including for the avoidance of doubt a Credit Card Account) displayed on a notice board at a Branch, the Website or other places specified in these Terms and Conditions;
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;
Principal Amount	in respect of a Loan or the outstanding balance in a Credit Card Account, the aggregate amount that remains outstanding, including any accrued and unpaid interest and/or Charges;
Products and Services	has the meaning given to it in Clause 1.9 of Part 1;
Prohibited Country	any country designated from time to time by Applicable Laws as a country with which dealings should be restricted;
Property	in the case of a Mortgage Overdraft Facility and a Mortgage Loan: (A) a completed residential property; (B) a residential property under construction; (C) any land granted to the borrower for the purpose of constructing a residential property; and/or (D) any other real property that ADCB is willing to lend against; as acceptable to ADCB and as more particularly described in the Loan Application;

Records	any data, recording, book, documentation, record or account maintained by ADCB in any form, whether originals or copies, including but not limited to the Customer's image for FacePass, printout, digital, electronic, audio or video in respect of a Customer, the Customer's use of any ADCB Offerings, Account Information and any dealings or correspondence with the Customer;
Reduced Interest Rate	the special interest rate that ADCB will charge the Credit Cardholder in relation to the Balance Transfer Amount during the Balance Transfer Period;
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);
Repayment Account	(A) for a Personal Loan and a Salary Overdraft (or any other Loan for which a Salary Assignment Letter is required by ADCB), a current account which you maintain with ADCB; and (B) for any other Loan, a current account which you maintain with ADCB or any other bank or financial institution acceptable to ADCB; in both cases for the purposes of repaying a Loan;
Rewards Account	the account opened for you under a ADCB Rewards Program;
Retail Principal 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), Credit Shield Charges (if any) or outstanding principal (if any) from any existing instalment based ADCB Offering availed by the Credit Cardholder (such as Balance Transfer, Credit Card Loan, Personal Payment Plan, FlexiPay);

Right of Set-Off	the right of ADCB 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'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 (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 as further detailed in the relevant Form and Clause 11 of part 2;
Salary Assignment Letter	the letter from your employer to ADCB, as further described in Clause 3.1(A) of Section A of part 6;
Salary Overdraft	has the meaning given to it in Section D of part 6;
Salary Overdraft Terms	the terms set out in Section D of part 6;
Savings Account	an Account designed to allow you to save money and earn interest on cash held in the Account as further described in Clause 2 of part 2;
Schedule of Fees	any schedule of ADCB's Charges and interest 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 from time to time, allowing you to access Internet Banking or any other ADCB Offering that ADCB determines requires such secured access protocols;

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 and any other information that ADCB 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 Advances, Funds Transfers, the ability to make deposits into your Account and such other functions as made available by ADCB from time to time);
Seller	the seller of a Property under an SPA;
Service Disruption	has the meaning given to it in Clause 1.9 of Part 1;
Smart Loan	has the meaning given to it in Section E of part 6;
Smart Loan Terms	the terms set out in Section E of part 6;
SMS	short messaging service sent over a Mobile Device;
SPA	the sale and purchase agreement in relation to a Property;
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 Offering, and which will be disclosed and/or available on, or through, the Website or on such other forum as prescribed by ADCB from time to time;

Specific Loan Terms	as applicable, the Car Loan Terms, the Smart Loan Terms, the Personal Loan Terms, the Salary Overdraft Terms, the Mortgage Overdraft Facility Terms, the Mortgage Loan Terms and any supplementary terms and conditions that may from time to time be in force;
Spending Limit	the amount of available funds in an Account including any authorised Overdraft limit assigned to that 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 Obligation	any obligation to deduct or withhold for or on account of any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable 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), 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's Contact Centre agents;
Telephone Request	a request made using Telephone Banking for the purposes referred to in Clause 1.2 of part 3;
Telephone Response	the execution of a Telephone Request by ADCB;
Telephone Terms	the terms of Clause 3 of part 3 and/or any other supplementary terms and conditions applicable to Telephone Banking that may from time to time be in force;
Terminal	a Self Service Terminal or other point of sale terminal and through which Card Transactions can be effected;

Termination Event	any event or circumstance described in the following Clauses and Sections of part 6: Clause 13.1 of Section A, Clause 1.7 of Section B, Clause 1.15 of Section F and Clause 1.6 of Section G, or otherwise described as such in these Terms and Conditions;
Terms and Conditions	(A) these general terms and conditions for consumer banking; (B) the terms of any application form in respect of any ADCB Offering; (C) the terms of any Loan Advice; and/or (D) 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;
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);
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 and/or Retail Principal 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;
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 which does not require personal assistance;
Unforeseen Circumstances	acts of God or other unforeseen circumstances outside of ADCB or its Affiliate's control, which impacts the ADCB 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 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;
US	the United States of America;
User ID	the identity number assigned to the Customer by ADCB for accessing Internet Banking;
VAT	value added tax or any like tax imposed in any jurisdiction from time to time;
Vehicle	the vehicle described in the Loan Application for the Car Loan 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;
Website	www.adcb.com or any one or more other internet domains specified by ADCB 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;
Wholesale Banking Terms and Conditions	ADCB's general account operation terms and conditions for its wholesale banking customers, as amended from time to time; and
You or "you"	the party applying for an ADCB Offering or the Customer, and "Your" will be construed accordingly.