TERMS AND CONDITIONS

CORPORATE & INVESTMENT BANKING GROUP

- General Terms
- Terms and Conditions for Types of Deposit Account
- Electronic Banking Services
- Card Terms
- Glossary

Effective from 31st December 2026.

adcb.com

بنك أبوظبي التجاري
ADCB

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Disclaimer: Please note that as from 20th March, 2023, ADCB Wholesale Banking Group has been renamed to ADCB Corporate & Investment Banking Group. Any Terms & Conditions remain unchanged.

PART 1
GENERAL TERMS

1. Introduction

1.1 These Terms and Conditions govern your corporate banking relationship and interaction with the Bank and shall continue to apply throughout your relationship with the Bank.

1.2 Unless stated otherwise, this Part 1 and the applicable definitions set out in the Glossary apply to each ADCB Offering.

1.3 The remaining Parts of these Terms and Conditions are only relevant to the ADCB Offering to which such Part relates and are only relevant to you where we have agreed to provide such ADCB Offering.

1.4 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 the Bank or may be issued by a third party. Such supplemental terms and conditions shall be disclosed and/or available on, or through, the Website or on such other forum as prescribed by the Bank from time to time. References to "Terms and Conditions" contained herein shall, where applicable, be deemed to include any Specific Features and any supplemental terms and conditions.

1.5 In the event of any conflict or inconsistency between this Part 1 and the terms of a specific ADCB Offering (such as any provisions in the remaining Parts relating to that ADCB Offering or any Specific Features or supplemental terms and conditions applicable to that ADCB Offering), the latter shall prevail.

1.6 The Bank may decide to issue a version of these Terms and Conditions in Arabic. In the event of any conflict or inconsistency between the Arabic and the English text, the Arabic text shall prevail. However, if a dispute between you and the Bank is heard in a court or any other dispute resolution forum where the language of the proceedings is not Arabic, then the English version of these Terms and Conditions shall prevail.

1.7 By taking any step prescribed by the Bank from time to time which amounts to an acceptance (including completion of any Form, use of any ADCB Offering and/or effecting of any Account activities), you confirm that you have read, understood, accepted and agreed to be bound by these Terms and Conditions.

1.8 You agree that any electronic or other method of acceptance of these Terms and Conditions prescribed by the Bank from time to time shall constitute your acceptance of and agreement to be bound by these Terms and Conditions and any applicable Specific Features as if you had accepted and agreed to be bound by them in writing.

1.9 These Terms and Conditions, and any further contractual documentation the Bank may issue to you from time to time, constitute the entire agreement between you and the Bank and supersede and extinguish all previous agreements, promises, assurances, representations, warranties, and understandings between you and the Bank, whether written or oral, relating to their subject matter.

1.10 You agree that you shall not have any remedy in respect of any statement, assurance, representation or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions, or in any further contractual documentation the Bank may issue to you from time to time. You agree that you shall not have a claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions or any other documentation supplied by the Bank.

2. Customer On-Boarding and Information Requirements

2.1 To open an Account and transact with the Bank, you must prove your identity, address and financial standing by providing such information as the Bank may prescribe and in a form and substance that is acceptable to the Bank. Such information may include:

2.1.1 your Address;

2.1.2 copies of your Establishment Documents, business licences and permits (including such corporate authorisations and other information and documents as may be requested by the Bank);

2.1.3 the names, signatures and titles of persons who shall have authority to operate the Account and transact on your behalf (as well as any identification or other documentation for such persons as may be required by the Bank);

2.1.4 a description of the purpose for which the Account shall be used;

2.1.5 information and/or documentation to establish the identities of your ultimate beneficial owners, including their respective tax identification numbers, date/place of birth, residence and/or citizenship and the source of funds and wealth;

2.1.6 any tax information and certifications or other information and documents in connection with any Tax Obligation requested by the Bank; and

2.1.7 all such information as may be required by the Bank in order to conduct its "know your customer", anti-money laundering, counter-terrorism financing and Sanctions procedures.

2.2 You must inform the Bank if your Account is being opened and held on behalf of any third party beneficiaries, whether in a fiduciary or any other capacity. You must also provide the Bank with any information and documents requested by the Bank to enable the Bank to establish the identities of the ultimate beneficiaries of that Account. You acknowledge that any such third party beneficiary arrangements are between you and the third party beneficiaries; as such, you shall indemnify and hold harmless the Bank and its Affiliates from and against any Liability arising as a result of you holding an Account on behalf of any such third party beneficiaries and, for the purposes of account operation, the Bank shall be under no obligation to ensure, or have any responsibility or Liability for ensuring, that the Account is operated in accordance with the terms of any such arrangement between you and any such third party.

2.3 You agree that (notwithstanding any other provision in these Terms and Conditions) if you do not provide the Bank with information and documentation that the Bank requests, or you provide inaccurate, incomplete or misleading information and/or documentation, the Bank may:

2.3.1 withhold a proportion of the Available Balance (including interest), as required by any governmental authority or under any applicable Tax Obligations;

2.3.2 suspend, freeze, block, or put a hold on your Account in accordance with Clause 16;

2.3.3 close your Account in accordance with Clause 18; and/or

2.3.4 transfer your Account and/or banking facilities to an Affiliate of the Bank.

2.4 You must advise the Bank immediately of any changes (including expiration) in your Address, domicile (including tax residence), Establishment Documents and any other information and/or documentation that you have provided to the Bank, and furnish the Bank with any such updated information. Such Communications shall be received by the Bank in accordance with Clause 3.

3. Notices

Your Communications with the Bank

3.1 The Bank may, from time to time, require you to send Communications in a specific form or by a specific method (including in writing, fax, email, SWIFT, secure messaging, Electronic Instruction and/or through the ADCB Electronic Signature Platform), for any reason the Bank considers appropriate. Communications shall only be deemed to be validly given or served by you when received by the Bank.

3.2 You understand that the Bank shall be entitled to rely upon, and may process, any Communication that the Bank believes in good faith to have been issued by you or on your behalf and that the Bank shall not be obliged to seek confirmation of the authenticity of the Communication.

3.3 The Bank shall only act upon any Communication that is required to be made by you in writing where it is duly signed by you or your Authorised Signatory as per the specimen signature in the Records.

Electronic Communications

3.4 The Bank may refuse to act upon a Communication received from you by fax, email, SWIFT, secure messaging, Electronic Instruction or through the ADCB Electronic Signature Platform, until it has received the original written Communication duly signed by you (or your Authorised Signatory) as per the specimen signature in the Records. The Bank may also require you to provide originals of all applications and other documents that are, in the sole opinion of the Bank, required or necessary for the transactions that are to be initiated by such Communication. If this is required:

3.4.1 such documents must be delivered to the Bank immediately after the execution of such transactions in such form as the Bank may require; and

3.4.2 failure to deliver such original documents shall not affect your responsibility in connection with such Communications or transactions, but may entitle the Bank to cancel, void or not initiate the transaction or not acknowledge receipt of or act on the Communication.

3.5 If the Bank attempts to contact you at your Address for verification purposes, but is unable to confirm and/or verify the authenticity of your Communication, the Bank may elect not to process it.

Delay or refusal to process Communications

3.6 The Bank may delay or refuse to process any Communication:

3.6.1 if the Bank believes that it is not accurate or authentic;

3.6.2 if the Bank could or would be in breach of any Applicable Laws, its internal policies or any other duty by processing it;

3.6.3 if a transaction executed based on your Communication would breach any restrictions imposed by or on the Bank from time to time (such as any applicable maximum or minimum daily limits);

3.6.4 if the Bank suspects a breach of security or fraudulent activity; and/or

3.6.5 for any other valid reason.

Communications from the Bank to you

3.7 The Bank may send Communications with respect to these Terms and Conditions and/or any ADCB Offering to your Address, through any method of communication it deems appropriate, including hand delivery, fax, email, SMS, telephone, SWIFT, secure messaging, via the MobileApp, Internet Banking or

posting notices on the Website. You shall bear all risk of any Liability in connection with the delivery of Communications.

3.8 Unless the Bank expressly agrees otherwise in writing, any Communication is deemed to be validly given to you:

3.8.1 where it has been sent by post to your Address, on the fourth Business Day after the day of sending;

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

3.8.3 where it has been sent by way of hand delivery to your Address, on the day it has been left at your Address (if a Business Day) or the next Business Day (if it has been left at your Address on a day which is not a Business Day);

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

3.8.5 where it has been sent by fax, email, SMS, telephone, SWIFT, secure messaging, MobileApp, or Internet Banking to your Address, on the day of sending.

3.9 In the event that a Communication is delivered by, or on behalf of, the Bank 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 Communication (for example, signing an acceptance form and providing proof of identification). You agree that any Digital Confirmation provided by you shall:

3.9.1 be as valid as if it had been provided in writing; and

3.9.2 constitute an acceptance for the purposes of these Terms and Conditions. In addition, you hereby consent to the deliverer of the Communication passing any such Digital Confirmation to the Bank.

Communications lost or not received

3.10 If you suspect that any Communications have been lost or stolen or you suspect that someone unauthorised has tried to access or use them, you must immediately notify the Bank.

3.11 You shall indemnify and hold harmless the Bank and its Affiliates from and against any Liability incurred prior to your notification of any loss, theft, or unauthorised use of Communications from the Bank.

3.12 The Bank may re-issue any lost or non-received Communications to you provided that you pay the Bank upon its request for the cost of such re-issuance.

3.13 If subsequently found, you must return any Communications previously believed to be lost to the Bank for cancellation.

3.14 The Bank may, from time to time, send you Communications relating to the promotion of an ADCB Offering (whether existing or new). You hereby consent to the Bank sending such Communications to you.

Communications by Telephone, Mobile, Fax and Internet

3.15 While the Bank shall take all reasonably practicable steps to ensure that your transactions are secure and all Communications between you and the Bank are private and confidential, you agree that giving Communications by telephone, mobile, fax or internet (whether via Internet Banking, Mobile Banking, Telephone Banking, secure messaging, email or otherwise) is not a completely reliable, secure and confidential means of communication.

3.16 If you choose to communicate and/or receive Communications through such means, it is entirely at your own risk.

4. Changes to These Terms and Conditions

4.1 To the extent permitted by Applicable Laws, the Bank may change, replace, supplement or delete any of these Terms and Conditions (including changing any interest rates (such as any Prevailing Rate), Charges, and any features of the ADCB Offerings) at any time. If there are any changes to these Terms and Conditions, the Bank shall give you notice of such changes through any means of Communication deemed appropriate by the Bank and in accordance with Applicable Laws.

4.2 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.

4.3 If you object to any changes to these Terms and Conditions, the Bank shall have the right to terminate its relationship with you.

4.4 For the avoidance of doubt, the rebranding or renaming by the Bank of any ADCB Offering shall not be construed as a change to these Terms and Conditions. The Bank shall have the right to change the branding or name of any ADCB Offering at any time without any obligation to notify you.

5. Security Measures

5.1 Except as otherwise set out in these Terms and Conditions, all Confidential Information is confidential between you and the Bank. If you disclose any Confidential Information to any third party, you do so at your sole risk and responsibility.

5.2 You must ensure that no unauthorised party shall have access to your Banking Items or Confidential Information. You must take all necessary care to prevent any unauthorised use of, or access to, such information or items and comply with any security requirements prescribed by the Bank from time to time (including any additional security requirements in respect of specific ADCB Offerings).

5.3 If you become aware or suspect that any of your Banking Items or Confidential Information have been lost, stolen or disclosed to a third party, or you become aware of any unauthorised use of or access to your ADCB Offerings, you must immediately notify the Bank and follow any instructions given to you by the Bank.

5.4 Unless and until you notify the Bank of the loss, theft or disclosure of your Banking Items or Confidential Information or any unauthorised use or access in accordance with Clause 5.3, the Bank shall not be responsible for any unauthorised use of, or access to, your ADCB Offerings and you shall indemnify and hold harmless the Bank and its Affiliates from and against any Liability arising out of such unauthorised use or access.

6. Records and Evidence

6.1 You consent to the recording of Communications (including emails, faxes and telephone conversations) between you (including any of your Affiliates) and the Bank (including any of its Affiliates and any other entity). You also consent to the Bank retaining all Communications sent to the Bank by you or on your behalf in any medium. If relevant, you agree to obtain any necessary consents from (and give any necessary notice of these recordings and retention to) your Affiliates. You also agree that, to the extent permitted by Applicable Laws, these recordings, all other Communications (including copies, printouts or electronic versions of fax, email, SMS and other electronic transmissions and data) and any of the Records may be submitted as evidence in any dispute, including in a court of law or any other arbitral or other legal proceedings, between you and the Bank or its Affiliates.

6.2 The Bank may, throughout the term of your use of any ADCB Offering and any time thereafter, retain the Records electronically or by such other methods of storage as may be convenient to the Bank. You agree that printouts or copies of all such documents shall constitute properly executed legal instruments and shall constitute conclusive evidence of the genuineness of the contents thereof.

6.3 The Records shall be conclusive and binding evidence of any transactions, liabilities, Communications and instructions between you and the Bank (including where any service is provided by the Bank in coordination with a third party), irrespective of whether the instructions were given verbally, in writing or electronically and, as such, any certificate or any other statement issued by the Bank shall be final and conclusive evidence of the same, subject to any right granted to you under these terms and conditions or our Privacy Policy to dispute the accuracy of any such information.

6.4 You hereby waive any right which may entitle you to apply for the auditing or production of the Records, other than as provided for in our Privacy Policy or in order to comply with an order of a court or other relevant authority with jurisdiction over the Bank.

6.5 The Bank shall take reasonable care to maintain the Records. However, you agree that the Records are maintained solely for the benefit of the Bank and its Affiliates and that (other than as set out in our Privacy Policy) you have no rights, proprietary or otherwise, in relation to the Records.

7. Confidentiality and Personal Data Protection

Confidentiality

7.1 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 member of the ADCB Group or its 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 acknowledge 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 Laws;

(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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 You agree to the processing and disclosure of your Confidential Information in accordance with this Clause 7 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.

7.7 Where the Bank discloses Confidential Information in accordance with this Clause 7 it shall, where reasonably practicable, take steps to ensure that the recipient of such Confidential Information will keep such information confidential.

Personal Data Protection

7.8 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.

7.9 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 member of the ADCB Group;

(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.

7.10 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.

7.11 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.

7.12 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.

7.13 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. Tax Compliance

8.1 As part of its compliance with any Tax Obligations, the Bank and/or its Affiliates may be required to deduct or withhold tax on payments for or to account for a Tax Obligation, including US source income, as well as gross proceeds from the sale of securities that generate US source income.

8.2 You agree that you shall promptly notify the Bank of any change in rate, basis or classification relating to a Tax Obligation, including if you subsequently become subject to any changes in your FATCA status or classification.

8.3 You agree to provide to the Bank any documentation, forms and other information relating to your status under FATCA or any other information required under any Applicable Laws that the Bank may request from time to time.

8.4 For the avoidance of doubt, the Bank is entitled to make payments to you subject to any withholding or deduction required pursuant to a Tax Obligation.

8.5 No additional amount shall be payable to you or held for you, by the Bank or its Affiliates, to compensate for such withholdings or deductions made in compliance with any applicable Tax Obligation.

8.6 For the avoidance of doubt, you agree that neither the Bank nor any of its Affiliates has given you any tax or other legal advice, and you are solely responsible for taking tax and legal advice in connection with any ADCB Offering and understanding the tax consequences of using an ADCB Offering.

9. Sanctions Compliance

9.1 You represent, warrant and undertake that:

9.1.1 the monies and assets placed into any of your Accounts with the Bank have not been and shall not at any time be derived, directly or indirectly, from or be related to:

9.1.1.1 any unlawful activities (including money laundering or terrorist financing); or

9.1.1.2 any business or transactions with a Restricted Person;

9.1.2 none of your or any of your Affiliates' assets is blocked or designated under or is otherwise the subject of any Sanctions;

9.1.3 neither you nor any of your Affiliates:

9.1.3.1 is located or domiciled or will be located or domiciled in a Prohibited Country;

9.1.3.2 is a Restricted Person or is engaging in or has engaged in or will engage in any transaction or conduct that could result in you or any of your Affiliates becoming a Restricted Person;

9.1.3.3 is or ever has been subject to any claim, proceeding, formal notice or investigation with respect to Sanctions; or

9.1.3.4 is engaging or has engaged or will engage in any transaction or conduct that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach or causes the Bank to breach, directly or indirectly, any Sanctions.

9.2 You shall not use:

9.2.1 any of the ADCB Offerings;

9.2.2 any funds or assets resulting or derived from or related to your relationship with the Bank or its Affiliates (including funds held on your behalf and funds lent, made available or otherwise transferred to you by the Bank or its Affiliates); or

9.2.3 any of your other funds or assets,

for any transaction, either directly or indirectly, with any person or entity located or domiciled in a Prohibited Country or with any Restricted Person.

9.3 The Bank shall be under no obligation to undertake any action and/or provide any services to you, or on your behalf, if such action and/or services are contrary to any Sanctions and/or any internal policies of the Bank (and, for these purposes, no account shall be taken as to whether such Sanctions are applicable to the Bank).

9.4 You shall notify the Bank promptly upon becoming aware (and provide full details), if you or any of your Affiliates:

9.4.1 becomes, or is reasonably likely to become, a Restricted Person;

9.4.2 has any dealings with any Restricted Person; or

9.4.3 is subject to, involved in or threatened with any complaint, claim, proceeding, formal notice, investigation or other action by any regulatory or enforcement authority or third party concerning any Sanctions.

9.5 The Bank may voluntarily comply with any Applicable Laws and may interpret Applicable Laws to take any measure whatsoever to comply therewith.

9.6 If you request the Bank to make a payment to an account held with a financial institution which does not participate or comply (or which the Bank cannot verify that it participates or complies) with Applicable Laws, the Bank may be required, and you authorise the Bank, to withhold all of part of that payment.

10. Charges

10.1 The Bank shall have the right to levy such Charges in relation to any ADCB Offering (including in respect of any particular services, actions, events, processes or circumstances forming part of an ADCB Offering and including interest, transaction fees, and processing fees) as prescribed by the Bank from time to time. Without prejudice to Clause 11 below, the Bank may deduct any Charges due from you, without first giving notice to you, from any funds or assets standing to the credit of any of your Accounts and may, in relation to any Funds Transfer, deduct any Charges and correspondent and other routing charges from your Accounts and/or from any amount transferred.

10.2 If you do not have sufficient funds in your Account to pay any Charges, the Bank retains the right to debit your Account with such Charges and you shall be liable to repay any overdrawn amount to the Bank.

10.3 The Bank may, without providing you with any prior notice, vary or add to its Charges and you agree that all such variations and additions shall be binding on you.

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

10.5 Unless expressly specified or agreed otherwise by the Bank, where the Bank 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 the Bank shall provide a valid VAT invoice or other documentary evidence in the form prescribed by the laws and regulations applicable to VAT.

10.6 Where the law requires you to account for the VAT under the reverse charge mechanism or otherwise to the relevant tax authority, and the Bank is not liable to account for VAT on the supply to you, for example on a supply of goods and services which involves more than one jurisdiction, you will provide your relevant non-UAE VAT identification number to the Bank and will account for all VAT due in the relevant jurisdiction, and no VAT will be due to the Bank in addition to the consideration.

10.7 Where you have agreed to pay, repay or reimburse the costs, fees, charges or expenses of the Bank in connection with services provided by the Bank to you under these Terms and Conditions, other than where it gives rise to a taxable supply by the Bank, you shall also reimburse the Bank for any part of such cost, fee, charge or expense (or proportion of it) which represents VAT, save to the extent that the Bank 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.

10.8 Where, pursuant to these Terms and Conditions, you are rendering taxable supplies to the Bank on which you are obliged to account for VAT, the consideration for such supplies shall be deemed inclusive of any VAT chargeable.

10.9 Where these Terms and Conditions allow for suspension or termination where you fail to pay or delay in paying what is due to the Bank, 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.

10.10 Where the consideration for any taxable supply of goods or services is subsequently adjusted including (without limitation) on a termination of any product or service provided under these Terms and Conditions, the parties 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.

10.11 If the Bank 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, the parties 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.

10.12 You will promptly provide the Bank with all information it requires or requests to comply with its VAT obligations arising from these Terms and Conditions.

10.13 You shall not have any recourse to the Bank in any way whatsoever for any error or failure by the Bank in relation to VAT, including without limit:

10.13.1 where the Bank 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.

10.13.2 where the Bank 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

10.13.3 where the Bank'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. Rights of the Bank

Creation of Pledge

11.1 You hereby unconditionally grant a first priority pledge in favour of the Bank over your Accounts, the proceeds of those Accounts and all assets and investments held or maintained therein as security for the irrevocable and unconditional payment, performance and discharge of any Liability that you may have in favour of the Bank. You agree that the value, type, and quantity of assets and/or investments held or maintained in your Accounts may fluctuate from time to time and that this shall not affect the validity or enforceability of this pledge over all such Accounts, assets and/or investments.

11.2 You agree that:

11.2.1 the pledge created by this Clause 11 shall apply to all assets and investments held or maintained in your Accounts at any given point in time; and

11.2.2 the description of the assets and investments held or maintained in your Accounts is of sufficient certainty to cover such assets and investments whether now existing or in the future.

11.3 You hereby unconditionally agree that you shall, upon the Bank's written request, provide and execute any and all documents and do all things necessary to register, record, perfect, and/or enforce the pledge granted pursuant to Clause 11.1 over your Accounts and all assets and/or investments held or maintained therein. This shall include the execution of any power of attorney requested by the Bank, and the execution, completion, registration, apostillation and notarisation of any documents or forms required for the registration, recording, perfection or enforcement of this pledge in any jurisdiction.

11.4 You hereby irrevocably appoint the Bank to be your attorney to complete, execute and deliver all documents and to take any actions to perfect all security granted by you in favour of the Bank pursuant to this Clause 11. You hereby ratify and confirm all actions taken by the Bank pursuant to this Clause 11.4.

Right of Set-off

11.5 You agree that, at any time, the Bank shall have the right to set off any amount owed to you by the Bank or its Affiliates and/or held in any of your Accounts with the Bank against any Liability (whether or not matured) or other amount owed by you or your Affiliates to the Bank or its Affiliates. This may be done without notice to or demand on you and whether or not an event of default has occurred.

11.6 In addition to any general right of set-off of the Bank, you agree that the Bank may at any time and without notice, combine or consolidate all or any Accounts with the Bank of whatsoever description, whether held singly or jointly with others (to the extent of your proportionate share in such an Account), and wherever located and whether denominated in AED or in any other currency, and may

set off or transfer any sum standing to the credit of one or more of the Accounts or any other asset in the Bank's custody or control in or towards discharge of any sums due to the Bank or its Affiliates from you or your Affiliates, whether such liabilities be actual or contingent, several or joint, and you hereby authorise the Bank to convert any sum at the Exchange Rate for the purposes of this Clause 11.6. The combinations, consolidation, set-off and transfers referred to may be made on one or more occasions. Any exercise of its rights under these provisions shall not prejudice any Security held by the Bank or its Affiliates.

11.7 You agree that you shall not pledge, assign or otherwise encumber by way of Security your Accounts or any amounts deposited therein to any third party including any other bank.

11.8 It is agreed that in the event of default in meeting any Liability to the Bank or its Affiliates or if any legal proceedings are initiated against you, all credit balances maintained in Accounts held in your name or your Affiliates' names may immediately be applied towards satisfying any Liability owed by you or your Affiliates to the Bank or its Affiliates. No other party shall have any right against any such balances until all Liabilities (whether actual or contingent, primary or collateral, several or joint) owed by you or your Affiliates to the Bank or its Affiliates have been fully satisfied.

Right to Restrict Availability and Access for Upgrades and Maintenance

11.9 Whilst the Bank 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 Bank'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, the Bank and its Affiliates shall not be responsible for, and you shall indemnify and hold harmless the Bank and its Affiliates from and against, any Liability arising directly or indirectly out of any Service Disruption.

12. Foreign Currency Accounts

12.1 You agree that there are risks associated with Accounts denominated in foreign currencies. Accordingly, it is agreed that you are solely responsible for all such risks and any costs and expenses whatsoever arising (including those arising from any restrictions under Applicable Laws (such as exchange controls) and exchange rate fluctuations) in respect of any such Accounts, and associated with transactions involving any currencies other than AED.

13. Foreign Currency Transactions

13.1 If the Bank receives a payment to your Account in a currency different to the currency of the Account, such amount shall be converted into the currency of the Account.

13.2 If you make a payment in a currency different to the currency of the Account, you can request that the Bank converts the amount before it is sent from your Account.

13.3 Conversion from one currency to another shall be at the Exchange Rate applicable on the date of the transaction and subject to the relevant currency being available to complete the conversion.

13.4 If a Funds Transfer is between two different currencies and a transfer request is received after the Bank's cut-off time for conversion into the currency in which the transfer is being made, then the Bank may

debit the Funds Transfer amount on the next Business Day at the Exchange Rate applied on that next Business Day.

13.5 When receiving funds into your Account:

13.5.1 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 the Bank, even within the same day; and

13.5.2 payments in relation to currencies whose currency centres are closed shall be processed on the next business day of the relevant currency centre and no interest shall accrue on the expected payment during such delay.

13.6 If you wish to request an alternative or fixed exchange rate from the Bank, you must give the Bank sufficient notice in advance of the transaction, and such rate shall be offered at the Bank's sole discretion.

13.7 Withdrawals in a currency other than the currency of the relevant Account are subject to the relevant currency being available when the withdrawal is requested.

13.8 Deposits to or withdrawals from an Account which are made in a currency other than the currency of the Account shall be subject to such Charges as are prescribed by the Bank from time to time.

14. Delegation of Authority to Operate An Account or Deal with The Bank on your Behalf

14.1 You may appoint one or more persons to deal with the Bank on your behalf by completing the Bank's signature form for each Authorised Signatory, setting out his name and specimen signature. You must also promptly notify the Bank of any changes made from time to time to the list of your Authorised Signatories.

14.2 The Bank is entitled to rely on the list of Authorised Signatories on record with the Bank and on any instruction given by a person included in that list.

14.3 For the avoidance of doubt, a notice or information given by or to any of your Authorised Signatories shall be considered to have been given by or to you, as appropriate.

14.4 If you change the specimen signature of an Authorised Signatory, you shall be responsible for replacing, removing or destroying all instructions, mandates, cheques, and any other relevant documents bearing that Authorised Signatory's signature. The Bank shall not be responsible for, and you shall indemnify and hold harmless the Bank and its Affiliates from and against, any Liability incurred by the Bank in accepting, completing or clearing any such instructions, mandates, cheques and other relevant documents, which the Bank receives after the change of signature.

14.5 The Bank shall be entitled to deal and transact with your Attorneys in relation to your ADCB Offerings and these Terms and Conditions, even if your Attorneys are not Authorised Signatories. The Bank shall have no obligation to verify whether any of your Attorneys has been validly appointed (such as by reviewing any power of attorney appointing such Attorney) or is acting within the scope of any authority delegated to him. You shall remain responsible for the acts and omissions of your Attorneys as if they were your own, irrespective of whether such acts and omissions were within the scope of the Attorney's authority.

14.6 You shall ensure that in using any ADCB Offering or otherwise dealing with the Bank or its Affiliates, you shall comply (and shall procure that all of your Affiliates comply) with these Terms and Conditions. The Bank shall not be responsible for, and you shall indemnify and hold harmless the Bank and its Affiliates from and against, any Liability arising out of any act or omission by you and/or by any of your Affiliates when using or accessing (or attempting to use or access) an ADCB Offering.

14.7 The Bank may permit any person appearing to the Bank to be your representative to collect documents on your behalf. The Bank shall not be responsible for any Liability arising out of or in connection with allowing your representative (or person appearing to be your representative) to collect documents from the Bank.

15. Statement of Account

15.1 The Bank shall provide you with Paper Statements unless:

15.1.1 you have requested and the Bank has agreed to send you only E-Statements; or

15.1.2 you are an SME (although you may request to opt out of E-Statements, in which case you shall only be provided Paper Statements).

15.2 The Bank shall be deemed to have delivered a 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 the Bank within thirty days from the date on which it would normally have been sent to you.

15.3 You shall continue to be liable to the Bank with regard to your obligations irrespective of the receipt or non-receipt of your Statement of Account.

15.4 If you disagree with any entry appearing in the Statement of Account, you must notify the Bank within fourteen days from the date of the Statement of Account, failing which you shall be deemed to have agreed to the correctness of all the entries in the Statement of Account and you shall not have the right to dispute any entry.

15.5 If the Bank agrees that there has been an error, the Bank shall take steps to correct it. The Bank may require you to provide further information or documents in order to conduct an investigation into any alleged error. You agree to comply with any such requirements.

E-Statements

15.6 Where applicable, an E-Statement shall be sent to your Address at the frequency prescribed by the Bank. You may also view your E-Statement by accessing Internet Banking or through the use of such other ADCB Offerings as the Bank may introduce from time to time.

15.7 The Bank may restrict or terminate your use of the E-Statement service. If this happens, the Bank shall notify you and provide you with Paper Statements.

15.8 If you are unable to access the E-Statement through Internet Banking, you must notify the Bank within seven days of the receipt of the E-Statement; if you fail to notify the Bank within this period you shall be deemed to have received and accessed the E-Statement.

16. Suspension, Freezing, Blocking, and Putting On Hold of an Account

16.1 Where the Bank deems it necessary for the protection of its interests or to comply with Applicable Laws or its internal policies (including if you or any of your Affiliates becomes subject to Sanctions or in the event of any action or proceeding referred to in Clause 20.11 being taken against you or any of your Affiliates), the Bank may at any time suspend or freeze your Account (including freezing or blocking any Card), block your transactions and/or put a hold on your Account.

16.2 If your Account is suspended, frozen, blocked or put on hold in accordance with Clause 16.1 above, the Bank may also suspend your access to any ADCB Offering.

16.3 While the Bank shall use reasonable endeavours to notify you before taking any action under Clause 16.1 or 16.2, it shall have the right to do so without notifying you in advance.

17. Inactive Accounts

17.1 The Bank may de-activate your Account and take any action that it deems necessary to safeguard the funds held in it if:

17.1.1 you have not initiated any activities through your Account for such period as may be prescribed by the Bank from time to time; or

17.1.2 the Bank is not aware of your most up-to-date Address details.

17.2 While your Account is inactive, the Bank shall have the right to deal with any amounts standing to the credit of your Account in any way permitted under Applicable Laws or these Terms and Conditions.

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

17.4 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.

18. Account Closure and Termination

18.1 The Bank may close your Account and/or terminate your use of or access to all or any of the ADCB Offerings (including any specific part or parts of any particular ADCB Offering) without assigning any reasons for such closure or termination. Such action may be taken in situations including:

18.1.1 where you are subject to any event set out in Clause 20.11; or

18.1.2 where an Account has been opened whilst you are 'under formation', and the Account has not been regularised within ninety days of the date of account opening.

18.2 The Bank shall notify you before taking action under Clause 18.1 in accordance with Applicable Laws.

18.3 You may request closure of your Account by using the relevant Form.

18.4 There may be additional steps that you have to take in order to close your Account, as may be prescribed by the Bank from time to time.

18.5 Where you wish to close your Account, before your Account is closed:

18.5.1 you must replace any cheques that you have provided to third party payees with valid alternative forms of payment;

18.5.2 if the Bank makes any payments pursuant to cheques, Card Transactions or any other payment methods authorised by you, you must immediately upon demand reimburse such amounts to the Bank, including any Charges relating to such payments;

18.5.3 you must cancel any payments into and out of your Account. If anyone attempts to make a payment into your Account after it has been closed, the Bank shall take reasonable steps to return the payment to that person; and

18.5.4 you must comply with any instructions given to you by the Bank for closure of other Accounts and ADCB Offerings.

18.6 Once all of your obligations towards the Bank have been satisfied in full (as determined by the Bank), the Bank shall pay any remaining balance in your Account to you, after deducting any applicable Charges. You must inform the Bank of how you wish the remaining balance to be paid to you. This can be paid to you:

18.6.1 in cash;

18.6.2 by way of a cashier's order/draft sent to your Address;

18.6.3 by transfer to another active Account that you hold with the Bank; or

18.6.4 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 the Bank's internal policies.

18.7 If the Bank is unable to contact you and/or you do not otherwise inform the Bank of the payment method by which you wish to receive the remaining balance of your Account, the Bank shall have the right to select one. You agree that until the remaining balance of your Account is paid to you, the Bank shall have the right to deal with such amount in any way permitted under Applicable Laws and these Terms and Conditions.

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

18.9 In addition to any other termination rights that the Bank may have under these Terms and Conditions, the Bank shall have the right to terminate any ADCB Offering and its relationship with you if you breach any of your obligations in respect of any ADCB Offering, these Terms and Conditions and/or any of the Bank's internal policies.

18.10 In the event of termination of any ADCB Offering or breach by you of these Terms and Conditions, the Bank shall, 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.

19. Fraudulent or Mistaken Payments Into Your Account

19.1 If a payment is fraudulently or mistakenly paid into your Account, for any reason whatsoever, you authorise the Bank to debit your Account by the amount of the payment. This may happen even if the funds are included in your Account balance, you have used the funds to make a payment, or have transferred or withdrawn all or part of them. If the deduction of the payment from your Account would make your Account go overdrawn, the Bank shall treat this as an informal request for an overdraft. Neither the Bank nor its Affiliates shall be responsible for any Liability arising out of such event.

20. Representations, Warranties and Undertakings

20..1 You hereby make the representations and warranties set out in Clauses 20.2 to 20.18 to the Bank at the commencement of your relationship with the Bank and they shall be deemed to be repeated by you throughout the duration of your relationship with the Bank and your use of the ADCB Offerings.

20.2 You are duly incorporated/established and validly existing under the laws of the jurisdiction of your incorporation/establishment.

20.3 The obligations expressed to be assumed by you under these Terms and Conditions constitute your legal, valid, binding and enforceable obligations.

20.4 The entry into, delivery and performance by you of, and the transactions contemplated by, these Terms and Conditions do not and will not conflict with:

20.4.1 any law or regulation applicable to you or any of your Affiliates;

20.4.2 any order of any governmental or other authority or any judgment, order or decree of any court having jurisdiction over you or any of your Affiliates; or

20.4.3 any agreement or instrument binding upon you or any of your Affiliates or your or their assets.

20.5 You have the power to enter into, deliver and perform, and have taken all necessary action to authorise your entry into, performance and delivery of, these Terms and Conditions and the transactions contemplated by them.

20.6 No limit on your powers will be exceeded as a result of any transaction contemplated by these Terms and Conditions.

20.7 All authorisations, approvals, consents, and permits required or desirable to enable you lawfully to enter into, exercise your rights and comply with your obligations under these Terms and Conditions have been obtained and are in full force and effect.

20.8 Neither you nor any of your Affiliates is unable or has admitted your/its inability to pay your/its debts as they fall due, has suspended making payment on any of your/its debts, or has (by reason of actual or anticipated financial difficulties) commenced negotiation with one or more of your/its creditors with a view to rescheduling any of your/its indebtedness.

20.9 The value of your assets is not less than your liabilities, taking into account contingent and prospective liabilities.

20.10 No moratorium has been declared in respect of your or any of your Affiliates' indebtedness.

20.11 No corporate action, legal proceedings or other procedure or step in relation to:

20.11.1 the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, insolvency, bankruptcy, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) in respect of you or any of your Affiliates other than a solvent liquidation or reorganisation;

20.11.2 a composition, compromise, assignment or arrangement with any of your or any of your Affiliates' creditors;

20.11.3 the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of you or any of your Affiliates or any of your or your Affiliates' assets; or

20.11.4 the enforcement of any encumbrance over any of your or any of your Affiliates' assets,

or any analogous procedure or step has been taken or threatened in relation to you or any of your Affiliates.

20.12 No expropriation, attachment, sequestration, distress or execution is affecting or has been threatened in relation to your or any of your Affiliates' assets.

20.13 Neither you nor any of your Affiliates has engaged or rewarded any person for engaging in or been engaged or been rewarded for engaging in any activity, practice or conduct for the purpose of or in connection with bringing about an improper performance by any person of a particular function or activity.

20.14 Neither you nor any of your Affiliates has breached any Applicable Laws or will use any ADCB Offering for an unlawful purpose.

20.15 Neither you nor any of your Affiliates is entitled in any jurisdiction to claim for yourself or any of your property or assets immunity in respect of any of your obligations under these Terms and Conditions from service of process, jurisdiction, suit, execution, attachment (whether before judgment, in aid of execution or otherwise) or other legal process.

20.16 Your entry into these Terms and Conditions constitutes, and the exercise of your rights and performance of and compliance with your obligations under these Terms and Conditions will constitute, private and commercial acts done and performed for private and commercial purposes.

20.17 You have, through due diligence, established the identities of all of your beneficial owners and the source of your, and each of your beneficial owners', funds and shall retain evidence of any such identities, any such source of funds and any such due diligence.

20.18 Any information and/or documentation that you have provided or will provide to the Bank (or a third party has provided or will provide to the Bank on your behalf) shall be complete, true, accurate and up-to-date. You authorise and agree to the Bank's verification of any such information and/or documentation from whatever sources it considers appropriate.

20.19 You agree that in order for the Bank to comply with Applicable Laws and its internal policies, it may take any measure whatsoever, including prohibiting additional deposits or investments from you, declining or delaying any withdrawal or DDS payment requests and/or segregating the assets in the Account in compliance with Applicable Laws or the Bank's internal policies, and the Bank may also be required to report such action and to disclose your identity to the Central Bank or any international, national or local government or regulatory body. You further agree that the Bank may suspend the payment or withdrawal of proceeds or take such other actions as the Bank deems necessary to comply with Applicable Laws or the Bank's internal policies.

20.20 You undertake that you shall notify the Bank immediately in writing if any representation, warranty, undertaking or confirmation contained herein, or any information and/or documentation provided hereunder, becomes or is likely to become untrue or inaccurate in whole or in part at any time. You agree to provide, if and when requested by the Bank, any additional information and/or documentation and to execute and deliver such documents regarding yourself and your beneficial owners that may reasonably be required by the Bank to determine your eligibility to conduct business with the Bank, to verify the accuracy of your representations, warranties and undertakings herein or to comply with any Applicable Laws or the Bank's internal policies.

21. Liability and Indemnity

21.1 The Bank shall not be responsible for any failure to perform any of its obligations hereunder if such performance would result in it being in breach of any Applicable Laws or its internal policies.

21.2 The Bank and its Affiliates shall not be responsible for, and you shall indemnify and hold harmless the Bank and its Affiliates from and against, any Liability arising directly or indirectly out of the Bank's relationship with you, including due to or arising out of:

21.2.1 a breach of any representation, warranty, undertaking, confirmation, or agreement by you contained herein or in any other document provided by you to the Bank or in any agreement executed by you with the Bank;

21.2.2 any disclosures made by the Bank in accordance with Clause 7;

21.2.3 any of your Accounts or activities (as applicable) being suspended, frozen, blocked, put on hold, or closed;

21.2.4 any failure by you or a third party to provide the Bank with any information and/or documents that it requests, as well as for any error, omission, inadequacy or inaccuracy in any information and/or documents that you or a third party provide to the Bank;

21.2.5 any breach by you of these Terms and Conditions or the enforcement of the Bank's rights hereunder;

21.2.6 the Bank acting in good faith upon your instructions;

21.2.7 any action or inaction by any of your Affiliates, with or without your knowledge;

21.2.8 any dispute between you and any third party;

21.2.9 your failure to observe the security measures as prescribed by the Bank from time to time;

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

21.2.11 the execution or non-execution of any standing order given by you or, in connection with cheques, any stop payment order;

21.2.12 the provision of Electronic Banking services;

21.2.13 any damage caused to the Bank's systems by you in using any Electronic Banking services (such as introducing Viruses);

21.2.14 the non-availability of the Website or any other functionality forming part of any ADCB Offering, Token, Secure Key or any other Banking Item;

21.2.15 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);

21.2.16 your or any of your Affiliates' default, negligence, misconduct or fraud;

21.2.17 any stolen, lost or destroyed Banker's Cheque, regardless of whether the Bank agrees to issue a replacement Banker's Cheque or refund the amount of the Banker's Cheque to you; and/or

21.2.18 the unavailability of, or inaccessibility to, one or more Products and Services due to any Service Disruption.

21.3 The Bank and its Affiliates shall not be responsible for, and you shall indemnify and hold harmless the Bank and its Affiliates from and against, any Liability arising out of:

21.3.1 the Bank acting upon or refraining from acting upon any Communication, or any delay in executing any Communication;

21.3.2 any use or misuse of any Communication by any person;

21.3.3 the accuracy of your instructions set out in any Communication;

21.3.4 any failure, delay or other shortcoming of any third party in relation to acting on any Communication;

21.3.5 the generation, delivery, management and receipt of any Communications conveyed by telephone, mobile, fax or internet;

21.3.6 any errors or delays in the transmission of any Communications or any unauthorised alteration, usage or manipulation of the information contained in them or otherwise caused as a result of their delivery;

21.3.7 any Viruses arising from any electronic or other Communications;

21.3.8 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 Clause 3;

21.3.9 any loss, damage, corruption or destruction of the Records;

21.3.10 any disclosures made under the circumstances set out in Clause 7 or any similar circumstances;

21.3.11 the Bank's and its Affiliates' compliance with any Applicable Laws, the Bank's internal policies, Tax Obligations or agreements with tax authorities;

21.3.12 any failure by the Bank or its Affiliates to comply with the Tax Obligations caused by your breach or non-compliance with these Terms and Conditions and/or Applicable Laws;

21.3.13 any delays, suspensions, attachments, holds and/or any resulting unavailability of funds arising or resulting from compliance with Applicable Laws or the Bank's internal policies or any attempt in good faith to comply with Applicable Laws or the Bank's internal policies;

21.3.14 any determination that any money or Account constitutes US source income or other determinations related to compliance or actions taken to comply with applicable Tax Obligations (and any such determination or action taken by the Bank or its Affiliates, howsoever made, shall be final and binding upon you);

21.3.15 the termination of any ADCB Offering (or part thereof) and/or the Bank's relationship with you;

21.3.16 any unauthorised transaction undertaken through Electronic Banking before you have notified the Bank of the unauthorised transaction or any misuse, loss, disclosure or theft of your Security Information and/or Banking Items;

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

21.3.18 your failure to observe any of your security obligations under these Terms and Conditions;

21.3.19 your access or use of Electronic Banking in a manner, or for a purpose, not authorised by the Bank;

21.3.20 the accuracy of any information transmitted to the Bank's systems by you or on your behalf;

21.3.21 any unauthorised access by any third party to Electronic Banking, Electronic Instructions and/or any Account Information;

21.3.22 the delivery, mistaken delivery or deletion of, or failure to store, any Electronic Instructions or personalisation settings;

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

21.3.24 any material, data or software downloaded or otherwise obtained through the use of Electronic Banking;

21.3.25 any damage caused to your hardware or software resulting from your use of Electronic Banking;

21.3.26 any unauthorised access by any third party to any Alerts or Mobile Responses;

21.3.27 any breach of any implied term as to satisfactory delivery (including but not limited to any international delivery in connection with an International Delivery Request) quality, merchantability or fitness in relation to any Token;

21.3.28 the use of email or any other insecure means of communication in dispatching Internet Banking Instructions to the Bank;

21.3.29 any breach of confidentiality resulting directly or indirectly from your use of Internet Banking or the Platform;

21.3.30 any interruption or delay caused by any update or replacement performed on the Platform;

21.3.31 any inaccurate or erroneous information provided by you or your Users;

21.3.32 your access to or use of WebEx;

21.3.33 your use of the Devices; and

21.3.34 the use, malfunction or misuse of or inability to use the Card, including:

21.3.34.1 the Bank or any other third party refusing to allow a Card Transaction, or refusing to accept the Card, the applicable Card Number, the PIN or OTP;

21.3.34.2 any Card Transactions whether or not they are: (i) undertaken via the internet; (ii) undertaken with or without your or the Cardholder's PIN, OTP, knowledge, or express or implied authority; or (iii) the result of a fraudulent act (unless the fraudulent act was committed by the Bank);

21.3.34.3 with respect to goods or services acquired with the Card, any: (i) defect or deficiency in such goods or services; (ii) breach, shortcoming or non-performance by a third party; or (iii) loss or injury including by reason of any mechanical or other malfunction of any such goods or services;

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

21.3.34.5 any misstatement, misrepresentation, error or omission in any details disclosed by the Bank;

21.3.34.6 any damage to your or a Cardholder's credit rating and reputation;

21.3.34.7 any change or reduction by the Bank of a Card Limit or (if applicable) a Company Credit Limit; or

21.4 any dispute amongst or between you and/or any of your Affiliates. Your obligations to the Bank shall not be affected by any dispute, counterclaim or right of set-off between you and any Merchant, bank, financial institution or any other party.

21.5 All costs and expenses, including legal costs incurred by the Bank in enforcing and seeking to enforce these Terms and Conditions or otherwise, may be debited from your Account and shall be payable by you. For the avoidance of doubt, your obligations to indemnify and hold harmless the Bank and its Affiliates under these Terms and Conditions shall continue even after you cease to hold an ADCB Offering.

22. Third Party Offerings

22.1 The Bank may refer to you, market or otherwise provide information on Third Party Offerings.

22.2 You agree to the Bank marketing Third Party Offerings to you and acknowledge that the Bank may receive a fee from the third party providers in return for the Bank's marketing or sale of the Third Party Offerings on their behalf.

22.3 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. The Bank makes no representation and provides no warranty whatsoever, express or implied, in relation to, and neither the Bank nor its Affiliates shall be responsible for any Liability arising out of:

22.3.1 the quality, merchantability, suitability or fitness for any use or purpose of any Third Party Offerings; or

22.3.2 any offers, representations or commitments made to you by any third party providers.

22.4 You agree that the role of the Bank is limited to marketing or making a referral and neither the Bank nor its Affiliates shall 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 agree that you shall only have recourse against the third party providers and you shall have no right of set-off or any other recourse against the Bank.

22.5 If there is any dispute between you and the third party provider of any Third Party Offering, your obligations to the Bank shall 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.

22.6 The Bank shall not, at any time, be deemed to be the supplier or issuer of any Third Party Offerings. Unless otherwise expressly stated by the Bank, the Bank shall not be deemed to be the agent or representative of any third party providing the Third Party Offerings.

22.7 An ADCB Affiliate operates a Third Party Offering rewards program called the "TouchPoints Program". All Customers are automatically enrolled in the TouchPoints Program. The terms and conditions of the TouchPoints Program, along with the TouchPoints Privacy Policy, are currently available at touchpoints.ae and the TouchPoints Program mobile application is available for download here. If you have any questions about the TouchPoints Program, please reach out to info@touchpoints.ae.

23. Assignment

23.1 The Bank may transfer, assign and/or novate any of its rights and obligations (in whole or in part) under these Terms and Conditions and any ADCB Offering to any party.

23.2 You agree to execute or enter into any agreement or acknowledgment which the Bank determines is necessary to give effect to any such transfer, assignment or novation.

23.3 You shall not transfer, assign and/or novate any of your rights or obligations under these Terms and Conditions or an ADCB Offering to any party without the prior written consent of the Bank.

24. Force Majeure

24.1 Neither the Bank nor its Affiliates shall be responsible for any Liability arising out of any Force Majeure.

25. Further Assurance

25.1 In addition to Clause 11.3, you undertake upon demand by the Bank from time to time, at 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 the Bank may consider necessary or expedient to facilitate or improve on any rights, authorities and discretions intended to be vested in the Bank by or pursuant to these Terms and Conditions (including the registration of any Security in the Bank's name or in the name of any third party designated by it).

26. Survival

26.1 Unless otherwise agreed by the Bank in writing, the cancellation, expiry or termination of any ADCB Offering shall not affect any rights (including any limitations or exclusion of the Bank's Liability) or obligations which have accrued prior to such cancellation, expiry or termination, nor any of these Terms and Conditions which are intended (whether expressly or implicitly) to survive cancellation, expiry or termination.

27. Intellectual Property

27.1 Intellectual Property Rights in all information, publications, marketing material, software applications, trademarks and/or other materials contained in or relating to ADCB Offerings, Electronic Banking, the MobileApp and the Website are owned by or licensed to the Bank. Nothing in these Terms and Conditions or on the Website shall be construed as granting you or any third party any licence or right to use any such Intellectual Property Rights without the prior written consent of the Bank.

27.2 All rights are reserved by the Bank 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.

27.3 You must not reproduce, adapt, reverse engineer, decompile, modify, distribute, display 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 without the prior written consent of the Bank.

28. Third Party Rights

28.1 Subject to Clause 28.2 below, these Terms and Conditions are made for the benefit of you and the Bank only and are not intended to benefit or be enforceable by any third party.

28.2 The following parties shall have the right to enforce any right and/or benefit conferred upon them in these Terms and Conditions:

28.2.1 each of the Bank's Affiliates including their successors and assignees; and/or

28.2.2 the Bank's successors, assignees and/or nominees.

29. Severability

29.1 If any provision of these Terms and Conditions is found to be illegal, invalid, or unenforceable:

29.1.1 such provision may be severed and the remaining provisions of these Terms and Conditions shall not be affected; and

29.1.2 the parties shall negotiate in good faith to replace such illegal, invalid or unenforceable provision with a valid provision, the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provision.

30. No Waiver

30.1 The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of those provided by law. The Bank shall be under no obligation to exercise any right or remedy either at all or at a time beneficial to you. No failure or delay by the Bank to exercise any rights under these Terms and Conditions or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

31. Governing Law and Jurisdiction

31.1 These Terms and Conditions in effect between you and the Bank 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.

31.2 In the event of a dispute between you and the Bank, you irrevocably agree that the courts of the Applicable Emirate shall have (save for the exceptions granted in the Bank'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 the Bank, you also irrevocably agree to submit to the jurisdiction of the DIFC Courts (including the DIFC SCT) and the ADGM Courts (and any ADGM SCT operating from time to time).

31.3 If the Bank decides to commence a claim against you in the:

31.3.1 DIFC SCT, you and the Bank both 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 DIFC SCT from time to time; or

31.3.2 ADGM SCT, you and the Bank both agree that such claim may be made for any amount as may be within the jurisdiction of the ADGM SCT from time to time.

31.4 Clauses 31.2 and 31.3 shall be for the benefit of the Bank only. The Bank shall 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 shall 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, the Bank may bring, issue, commence or pursue concurrent proceedings in any number of jurisdictions without limitation.

31.5 You irrevocably agree to submit to the courts of any jurisdiction where the Bank 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.

31.6 Irrespective of your place of residence or domicile:

31.6.1 you irrevocably agree to accept service of process by any methods selected by the Bank (to the extent permissible under Applicable Laws) for proceedings in any applicable court or jurisdiction, which methods shall include service of process by way of:

31.6.1.1 email, fax or registered mail to your Address;

31.6.1.2 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 the Bank deems appropriate; and/or

31.6.1.3 any other forms of communication, notification or publication permitted from time to time under Applicable Laws, for service of process;

31.6.2 you hereby consent to process being served by any party permitted under Applicable Laws (including by the Bank itself and/or by any such party on the Bank's behalf where the applicable court has given approval for service of process via such method); and

31.6.3 you agree that to the extent permissible under Applicable Laws, such service of process shall satisfy all requirements to establish personal jurisdiction over you and the applicable court.

31.7 You agree that, if requested by the Bank, you shall, at your expense, appoint a process agent nominated by the Bank to accept service of process upon you.

PART 2
TERMS AND CONDITIONS FOR TYPES OF DEPOSIT ACCOUNT

This Part 2 applies to you to the extent that you apply for and we agree to provide you with any of the following types of Account/service:

This Part 2 applies where the Bank agrees to provide you with any of the following types of Account/service:

(A) Current Account;

(B) Fixed Term Deposit Account;

(C) Call Deposit Account;

(D) Direct Debit; and

(E) Token-based authentication; and

(F) Virtual Account

(G) Sustainable bank account

Accounts

1. Current Accounts

1.1 A **Current Account** is a transactional Account available in certain currencies prescribed by the Bank from time to time, which provides you with instant access to your funds.

1.2 In order to hold a Current Account you must be incorporated in the UAE and possess a valid commercial licence issued by the relevant government authority in the UAE.

Interest

1.3 The Available Balance in a Current Account is generally non-interest-bearing , unless otherwise offered by the Bank from time to time.

Account service features

1.4 Where you request and the Bank agrees, the Bank shall provide one or more of the following service features in connection with your Account:

1.4.1 cheque book;

1.4.2 direct debit facility; and

1.4.3 standing order facility.

1.5 Where the Bank agrees to provide you with an account service feature, provision of such service feature shall be governed by the relevant applicable terms and conditions set out in these Terms and Conditions.

1.6 Details of any other features relating to a Current Account (including any Specific Features) shall be available on the Website.

2. Fixed Term Deposits

2.1 A **Fixed Term Deposit** is a deposit of a fixed amount for a fixed period at a fixed rate of interest. 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.

2.2 You must hold another Account of the type prescribed by the Bank from time to time for the duration of the agreed term of the Fixed Term Deposit. Upon opening a Fixed Term Deposit Account, the Bank

shall 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.

2.3 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) shall be available on the Website and at each Branch.

Interest

2.4 Interest on a Fixed Term Deposit shall accrue as prescribed by the Bank and shall be calculated at the Prevailing Rate which is fixed for the agreed term of the Fixed Term Deposit. Fluctuations in the market rates of interest for deposits shall not affect the rates determined and applied to the Fixed Term Deposit throughout the term of the deposit.

Withdrawal

2.5 Where you make a Fixed Term Deposit with the Bank, the Bank's obligation to repay the deposit shall arise at maturity. The Bank may consent to the early withdrawal of a Fixed Term Deposit which shall render it subject to a lower interest rate and a premature withdrawal Charge as prescribed by the Bank from time to time (which the Bank may deduct from the principal amount of your Fixed Term Deposit before making payment to you).

2.6 You cannot make any payments or partial withdrawals from a Fixed Term Deposit Account.

Maturity and renewal

2.7 When you open a Fixed Term Deposit Account, you may provide the Bank with instructions as to where to pay the principal amount and accrued interest at maturity. Where you have provided such instructions to the Bank, the principal amount plus accrued interest shall, upon maturity of the deposit, be credited to the Account referred to in those instructions.

2.8 Where you have not provided instructions to the Bank for either the liquidation or renewal of a Fixed Term Deposit at a rate agreed by the Bank, at least two Business Days prior to the end of the agreed term, the Bank may, at the end of the agreed term, either (at the Bank's sole discretion):

2.8.1 liquidate the Fixed Term Deposit, with the principal amount plus accrued interest on the Fixed Term Deposit being credited to the Account referred to in your instructions to the Bank or, in the absence of any such instructions, any one of your Accounts; or

2.8.2 renew the Fixed Term Deposit (i) on the same term as the expiring Fixed Term Deposit (ii) in an amount equal to principal amount plus accrued interest of the expired Fixed Term Deposit and (iii) at the Prevailing Rate applicable on the date of renewal, unless otherwise agreed with the Bank.

3. Call Deposit Accounts

3.1 A **Call Deposit** Account is an Account designed to offer the advantages of a savings account and a current account, and is available in certain currencies prescribed by the Bank from time to time.

3.2 Details of the minimum balance required to open a particular Call Deposit Account and any other features relating to it (including any Specific Features) shall be available on the Website.

Interest

3.3 Call Deposit Accounts can be interest-bearing or non-interest-bearing depending on the particular Call Deposit Account.

3.4 Details of any minimum balance required for a particular interest-bearing Call Deposit Account to earn interest and the calculation of interest shall be available on the Website and at each Branch. No interest shall accrue if such minimum balance is not met.

3.5 Interest shall only be credited to an interest-bearing Call Deposit Account if the Minimum Interest has accrued. Details of the Minimum Interest for a particular Call Deposit Account shall be available from your relationship manager.

Withdrawal

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

3.7 The number of withdrawals you make may be restricted as notified to you by the Bank from time to time.

3.8 Cheque books are not available on a Call Deposit Account.

4. Virtual Account

4.1 A **Virtual Account** is a unique account number(s) assigned within an Account to assist with management of incoming and outgoing transactions. A Virtual Account can be used to make and receive payments on behalf of the Account where the funds are held.

4.2 Every Virtual Account is assigned to an Account, therefore holding an Account is a pre-condition to establishing a Virtual Account.

4.3 Multiple Virtual Accounts may be established under an Account designated/created to a specific transaction, entity or any other business reason. Transactions undertaken through a Virtual Account will be redirected to the Account on a real time basis.

4.4 A Virtual Account is not itself an Account for the purposes of these Terms and Conditions or under Applicable Laws and will not hold any funds. All funds will be held in the relevant Account.

4.5 Any name assigned to a Virtual Account shall be the same name as the Customer holding the Account.

4.6 Only the entitled user(s) assigned or approved by the authorized signatories will have access to Virtual Account Management via ProCash.

4.7 Any closure, suspension or other interruption which relates to or impacts the relevant Account will reflect also to all Virtual Accounts assigned to that Account.

4.8 Fund Transfer(s) initiation from Virtual Account (Payment on behalf of) are exclusively facilitated through ADCB digital channels and this will follow the Funds Transfer clauses under section 7 wherever applicable.

Interest

4.9 A Virtual Account is not interest bearing.

Currency

4.10 A Virtual Account may be opened in the same currency as the Account or in a different currency. However, if in a different currency, the Bank may charge special currency conversion costs as published on the Bank's website.

5. Sustainable Call Account

Purpose of Sustainable Call Account

5.1 The Bank shall provide Sustainable Call Account to all Customers that intend to invest in a sustainable solution and contribute to a sustainable society by supporting environmental and/or social projects in

accordance with the Bank's Sustainable Finance Framework in the ordinary course of the Bank's business.

Use of Sustainable Call Account

5.2 The Bank shall ensure that amounts paid into any Sustainable Call Account are only applied by the Bank towards refinancing a Sustainable asset portfolio, including ADCB issued securities.

5.3 Credit balances will not be affected in any case by the way the Bank will apply these funds.

5.4 Withdrawals are allowed provided that a 48 hours' notice is given to the Bank for amounts that will bring the balance below the minimum average amount agreed with the Bank.

Reporting and Monitoring

5.5 The Bank will provide an annual impact and allocation report on ADCB's eligible sustainable portfolio, completed in line with international standards.

5.6 The Bank shall engage an external party from an appropriate provider to obtain an independent opinion on the annual report and its conformity with the Bank's sustainable finance framework.

5.7 The Customer acknowledges that the Bank will not provide an individual breakdown of the information at an account or Customer level.

Using your Account

6. Making Deposits Into An Account

6.1 Deposits may be made into your Account or "Virtual 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. The Bank shall credit your Account "or Virtual account" with sums in cash or cheques which may be deposited by you, subject to other provisions of these Terms and Conditions.

6.2 The Bank may credit your Account "or Virtual account" with any amount deposited by a third party.

6.3 You may be unable to withdraw or otherwise access the full value of the deposit made due to:

6.3.1 the Bank exercising its right of set-off against you or any of your Affiliates;

6.3.2 the fees and charges of the paying bank or any intermediary bank;

6.3.3 exchange restrictions;

6.3.4 the time required for the amount deposited to be fully cleared; and/or

6.3.5 any other restrictions that apply to the party making the deposit.

7. Making Withdrawals from An Account

7.1 Withdrawals may only be made out of cleared funds credited to your Account and may be:

7.1.1 in cash, in AED. However, if your Account is in any currency other than AED, then Clauses 12 and 13 of Part 1 shall apply;

7.1.2 made based on your instructions to the Bank to pay or transfer;

7.1.3 for Current Accounts, against cheques written in the form prescribed by the Bank; and/or

7.1.4 for Call Deposit Accounts, on application using any Form prescribed by the Bank for that purpose.

7.2 You may 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. The Bank offers this service on a discretionary basis and Charges may apply.

7.3 For Virtual Accounts, Cash withdrawals are not allowed from a Virtual Account.

8. Funds Transfers

8.1 You can make a Funds Transfer by way of:

8.1.1 an Internet Banking Instruction;

8.1.2 a standing order by you to the Bank to execute Funds Transfers at pre-determined intervals;

8.1.3 a Mobile Request; and/or

8.1.4 completing any Form or other method of communication accepted by the Bank for that purpose.

8.2 Notwithstanding the above, the Bank may, from time to time, limit your ability to undertaken Funds Transfers in a specific form or method depending on the ADCB Offering to which a Funds Transfer relates, or for any other reason that the Bank considers appropriate.

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

8.4 Funds Transfers generally may not be reversed once initiated. You must ensure that you provide accurate information in your instructions in order to avoid any unintended Funds Transfers. While the Bank shall use reasonable endeavours to carry out any stop payment instructions, the Bank shall not be liable in the event that it is unable to do so and monies are released (and you acknowledge that the Bank may only be able to reclaim the monies with the consent of the beneficiary). The Bank shall rely upon all information provided by you in relation to the Funds Transfers (including any beneficiary account details) and you shall be solely responsible for any errors in any information provided by you to the Bank.

8.5 A Funds Transfer request shall be processed on the transfer date. The Bank may delay or refuse to process or complete a Funds Transfer (and shall have no Liability to you for such delay or refusal) where:

8.5.1 there are insufficient funds in your Account;

8.5.2 the Funds Transfer would exceed any limit set by the Bank from time to time;

8.5.3 the Bank has reason to believe that the Funds Transfer shall or could be in breach of Applicable Laws or the Bank's internal policies;

8.5.4 the Bank is not permitted to do so by Applicable Laws or the Bank's internal policies;

8.5.5 the Bank suspects or has reason to believe that your Account may be the subject of misuse, money laundering or fraudulent activity;

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

8.5.7 the Bank is required to comply with a court order, any Applicable Laws or the Bank's internal policies;

8.5.8 you instruct the Bank to stop that Funds Transfer;

8.5.9 the designated account of the payee is not maintained by the payee bank;

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

8.5.11 you have not complied with these Terms and Conditions;

8.5.12 there are any reasons causing or contributing to the delay or refusal for which the payee bank or any intermediary bank or other institution is responsible; and/or

8.5.13 any other valid reason exists for the delay or refusal.

8.6 The Bank shall not be responsible for, and you shall indemnify and hold harmless the Bank and its Affiliates from and against, any Liability arising out of the Bank'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 Clause 6.5 above, or for any Tax Obligations arising out of the Funds Transfer). For the avoidance of doubt the preceding indemnity shall also include any Liability for any currency conversion costs, correspondent bank and other routing charges, administrative charges and other costs and losses in relation to your Funds Transfer.

8.7 You must ensure that your Account has sufficient funds before undertaking any Funds Transfers. If, for any reason, your Account becomes overdrawn as a result of any Funds Transfer, you shall be liable to immediately repay any overdrawn amount including any applicable Charges.

8.8 You warrant, represent and undertake that any Funds Transfers requested by you or on your behalf shall not breach any Applicable Laws or these Terms and Conditions (or the Bank's internal policies of which you are aware).

8.9 The Bank 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.

8.10 On the date of payment, the Bank reserves the right to determine the priority of Funds Transfer requests against any other payment requests presented or any other existing payment arrangement with the Bank. The Bank shall have the right not to process or complete a Funds Transfer if, having determined the priority of payments, it believes that your Account may become overdrawn.

8.11 Funds Transfers are not instant and may take time to process (for example as a result of system maintenance). 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. Instructions for Funds Transfers:

8.11.1 to make a payment from an Account received on a Business Day but after the Cut-off Time, shall be processed on the next Business Day;

8.11.2 to make an AED transfer to any account not held with the Bank received either after the Cut-off Time or on any day which is not a Business Day, shall not be made until the next Business Day; and

8.11.3 to effect the transfer of a currency (other than AED) to an account with any other bank received after the Cut-off Time, shall be made on the next day which is a business day in (a) the UAE, (b) the country of the beneficiary account, and (c) the financial centre for the relevant currency.

8.12 The Bank shall not respond to or take part in queries or disputes of any nature whatsoever that may arise between you and the payee.

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

8.14 If you do not specify in your instructions to the Bank how any Charges or any correspondent and other routing charges are to be deducted by the Bank in relation to a Funds Transfer, all Charges levied by the Bank will be deducted from your Account and any correspondent and other routing charges will be deducted from the amount transferred.

8.15 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.

9. Standing Orders and Sweeping Instructions

9.1 The Bank shall execute any standing order/sweeping instruction on your behalf only if there are sufficient cleared funds available in the relevant Account on the specified dates.

9.2 If the Bank is unable to complete three consecutive payments due to insufficient funds the standing order/sweeping instruction shall be treated as cancelled without notification by the Bank to you.

9.3 The Bank shall not be responsible for any delays, loss in transit, errors of transmission or errors of the correspondent banks in relation to any standing order/sweeping instruction.

9.4 Any set-up, deferment, amendment or cancellation of the standing order/sweeping instruction must be communicated in writing to the Bank and must be submitted sufficiently in advance of the execution date.

9.5 Amendments and cancellations in relation to any standing order/sweeping instruction received at least one week prior to the payment date shall be given effect on the next due date.

9.6 There shall be a Charge levied for recording, amending, cancelling and executing standing orders/ sweeping instructions.

10. Cheques

Obtaining a cheque book

10.1 You must have a Current Account in order to obtain a cheque book.

Depositing cheques

10.2 The value of cheques deposited by you, other than cheques that are post-dated or drawn in locations where the Bank does not have a Branch, may be provisionally credited to your Account or Virtual Account, subject to the realisation of the cheque proceeds.

10.3 The proceeds of the credited cheques shall be available for withdrawal by you only upon their realisation and receipt by the Bank in cleared funds.

10.4 Unless otherwise agreed by the Bank, and subject to Clause 10.5 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, including where the Bank suspects fraudulent activity, or when the Bank is required to verify the source of the funds.

10.5 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 bank upon which it is drawn, it shall be credited to your Account on the day of deposit.

10.6 If any cheques are dishonoured for any reason whatsoever after being credited to your Account, the Bank has the right to reverse the credit by debiting the Account with the corresponding value including any related Charges and interest at the Prevailing Rate for the period from the date of credit up to the date of the reversal of the credit. If the Bank is unable to recover these amounts for whatever reason, you undertake to pay the same to the Bank immediately upon the Bank's request.

10.7 When depositing cheque to Virtual Account(s), the process shall adhere to associated Account as per the above applicable clauses.

Refusal to accept a cheque

10.8 The Bank may refuse to accept cheques:

8.7.1 drawn in favour of third parties (unless properly assigned to you as the new payee);

8.7.2 if the payee's name is not identical to your name in the Records; or

8.7.3 for any other reason, including the prevention of fraud or money laundering.

10.9 The Bank shall 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 shall render the cheque invalid.

Refusal to honour a cheque and your Liability, for the Bank honouring a cheque

10.10 You must ensure that there are sufficient funds in your Current Account to meet the cheques written by you on that Current Account. In the absence of adequate funds, and if you have made no prior arrangements with the Bank, such cheques shall not be honoured by the Bank.

10.11 If the balance in your Current Account is insufficient to cover the value of any cheque written by you on that Current Account, the approval of payment by the Bank shall not be construed as the grant of a credit facility to you. You must immediately, upon the Bank's request, credit that Current Account with the required balance. Such approval by the Bank shall not be deemed available on any other occasions.

10.12 Cheques drawn on an Account shall be written either in Arabic or English. The Bank shall not be under any obligation to honour cheques written in any other language.

10.13 If there is a mistake on a cheque written by you, or if the Bank is unable to verify your signature, or any part of the cheque is illegible or unclear, the Bank may refuse to honour the cheque for technical reasons (as opposed to insufficient funds). Where the Bank 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 the Bank and its Affiliates from any Liability resulting from any payment made in relation to such cheque.

10.14 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.

10.15 When a cheque is presented for payment at a Branch other than the Branch at which the Account is held, the Bank shall have sole discretion to pay or dishonour it at the Branch where it is presented.

10.16 The Bank reserves the right not to honour a cheque which is more than six months old.

Bounced cheques

10.17 Where:

9.17.1 you write a cheque without having sufficient funds in your Current Account;

9.17.2 you have insufficient funds in your Current Account when a cheque you have written is presented for payment; or

9.17.3 your Current Account is closed, blocked, frozen, suspended, or put on hold when a cheque you have written is presented for payment.

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

10.19 The Bank shall close the current account in compliance with applicable laws and regulations and the Bank shall collect the remaining cheques from you, if four cheques get returned unpaid due to insufficient funds with a maximum time span of one year between the first and the fourth cheque.

Loss or fraudulent acts

10.20 You must ensure the safe keeping of the cheque books and cheques therein issued to you by the Bank and must immediately notify the Bank in writing of any loss or theft, obtain a police report and instruct the Bank on the relevant Form to stop payment of such cheques. Until such notice is received by the Bank, you shall indemnify and hold harmless the Bank and its Affiliates from and against any Liability arising out of lost or stolen cheques or any misuse thereof.

10.21 You shall be responsible for providing the Bank, the police, the courts and/or any other relevant authorities with any information required to assist in investigating any matter relating to your cheques.

Stopped payments

10.22 In giving instructions to the Bank to stop a payment, you understand that if the cheque is presented for payment by the payee or holder in due course, any objection against payment of the cheques shall not be valid and the Bank shall pay the cheque accordingly notwithstanding the objection.

10.23 Any instructions relating to blank unsigned cheques shall remain valid until such time as a specific request for cancellation is received from you. Accordingly, payment of a cheque written by you may also be stopped with/by an order of a court with jurisdiction in the UAE.

10.24 The Bank shall levy a Charge on all stop payment orders and for each cheque returned for lack of funds in the Account.

Partial Cheque Clearing

10.25 In case a cheque issued by you is returned because of insufficient funds, upon the request of the payee to proceed with partial payment of such cheque, the Bank will debit your Current Account up to the available balance and shall charge you a fee. The Bank shall give the original cheque to the payee, confirming partial payment.

10.26 In case you are the payee 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

11. Direct Debit Terms and Conditions

11.1 Words and expressions used in this Clause 9, but not defined in these Terms and Conditions, and which are defined in the DDS Rules shall have the meanings given to them in the DDS Rules.

11.2 The Bank may provide you with the Sponsoring Bank Service, pursuant to which the Bank shall act in the capacity of your Primary Sponsoring Bank.

11.3 The Sponsoring Bank Service shall only be available to you upon satisfaction of the following conditions and requirements (whether the Bank acts as Primary Sponsoring Bank or Secondary Sponsoring Bank):

11.3.1 you have a registered office in the UAE;

11.3.2 you maintain one or more bank accounts with a bank (which may include the Bank) licensed and regulated by the Central Bank;

11.3.3 you open a DDS Account with the Bank;

11.3.4 the Bank has determined that you are suitable to be an Originator within the DDS. Such determination shall be based upon an assessment of factors determined by the Bank, including:

11.3.4.1 your contractual capacity;

11.3.4.2 your financial standing;

11.3.4.3 the quality of your administrative controls; and

11.3.4.4 the length of time you have been established;

11.3.5 completion by the Bank to its satisfaction of the Originator Conformity Review as required by the DDS Rules;

11.3.6 provision by you of all such documents, evidence and information that the Bank requires for the purposes of undertaking the assessment referred to in Clause 9.3.4 above and the Originator Conformity Review, or otherwise as the Bank shall require to open the DDS Account, and determine that the Bank is prepared to provide the Sponsoring Bank Service to you;

11.3.7 provision by you to the Bank of a duly executed Originator Indemnity which has not been amended or altered in any way from the Central Bank standard form provided to you; and

11.3.8 there being no breach of any provisions of these Terms and Conditions.

11.4 You agree:

11.4.1 that you have received, read and understood the current version of the Rulebook and the documents and the materials contained in its appendices;

11.4.2 that you have read and understood the Originator Indemnity and, without prejudice to the generality of the foregoing, understood that liability thereunder may be without limit, and its provisions apply notwithstanding any objections you may have raised in respect of it; and

11.4.3 that, notwithstanding any other provision in these Terms and Conditions, in the course of providing the Sponsoring Bank Service and after the Bank ceases providing the service, the Bank may disclose to the Central Bank (or another person as directed by the Central Bank) information of either a general or specific nature, and which may include Confidential Information, regarding you or the Payer, and that the Bank is unable to confirm the use to which such information shall be put (including consideration by the Central Bank of your continued entitlement to access the DDS) or that information shall not be disclosed by the Central Bank to third parties and (i) you consent to such disclosure by the Bank to the Central Bank or to any other person as directed by the Central Bank and (ii) the Bank shall not be liable to you or responsible for any Liability incurred either directly or indirectly as a result of such disclosure.

11.5 You undertake that you shall:

11.5.1 at all times comply with the DDS Rules and be bound by them;

11.5.2 comply with the terms of the Originator Indemnity;

11.5.3 submit all relevant notifications to the Bank, the Payer and the Paying Bank using the forms stipulated by the DDS Rules without altering such forms:

11.5.4 take all actions within the time limits stipulated by the Mandated Turnaround Times;

11.5.5 without prejudice to the generality of the foregoing, strictly comply with the DDS Rules with respect to the provision of advance notices and the initiation of collections under the DDS; and

11.5.6 maintain and operate an appropriate dispute resolution and complaints process for Payers.

11.6 You represent and warrant to the Bank, at the time the Bank submits the request to the Central Bank for you to be assigned an OIC, and on each occasion the Bank lodges a Direct Debit request for you into

the DDS that to the extent that you are utilising the Sponsoring Bank Service in the course of providing financial services to the Payer (including loans, finances or credit cards as contemplated in the DDS Rules) or in the course of providing goods or services to the Payer that require you to be licensed by a regulatory authority, you are duly authorised by the relevant regulatory authority to conduct such business including the utilisation of the Sponsoring Bank Service in the conduct of such business.

Termination rights

11.7 You may, by giving us not less than thirty days' written notice, terminate the Bank's provision of Direct Debit services.

11.8 Without prejudice to any other provision of these Terms and Conditions, the Bank shall be entitled to terminate the provision of Direct Debit services to you with immediate effect if:

11.8.1 for any reason, your relationship with the Bank is terminated;

11.8.2 the Central Bank, for whatever reason and period, excludes you from the DDS, suspends your access to the DDS or withdraws your OIC; or

11.8.3 in good faith the Bank determines that you are misusing or intend to misuse the DDS.

11.9 In the event that the Bank ceases, for any reason, to be a Sponsoring Bank Participant in the DDS or the Bank is to be succeeded by another or new entity (for example in the event of the Bank's merger with another entity) the Bank shall inform you of this, and provide you with details of the arrangements that on a reasonable basis may enable you to maintain access to the DDS as an Originator having, if appropriate, consulted with the Central Bank upon such arrangements. Without prejudice to the generality of Clause 21 of Part 1, the Bank shall not be responsible for any Liability you may incur as a result of the Bank ceasing to be a Sponsoring Bank Participant or being replaced by a successor entity.

11.10 To the extent applicable to the Bank in its capacity as Sponsoring Bank, the terms and conditions of the Originator Indemnity are hereby incorporated by reference into and shall constitute terms of these Terms and Conditions applicable to and binding upon you hereunder (in addition to the other provisions of these Terms and Conditions) as well as pursuant to the Originator Indemnity, and the extent of your and our respective liabilities hereunder shall be construed accordingly.

11.11 You agree that the DDS and the Central Bank have no roles or responsibilities in connection with any disputes between you and the Payer in relation to the underlying contract between you and the Payer.

12. Token-based authentication

12.1 For manual payment instructions, you shall be provided with a security code that shall be generated via the hard token or soft token provided by the Bank (where applicable). To activate the service, you must contact the Bank using the contact details provided to you for such purpose and by completing the relevant Form and submitting that Form to the Bank. The Bank will send a Communication to your Address when the service is activated.

12.2 The Bank shall verify the security code submitted on the relevant Form against the Bank's system and process the payment upon successful verification.

12.3 The payment shall be rejected if the security code is not valid or if the security code has not been included in the relevant payment instruction.

12.4 Codes generated via a hard token shall be included in the payment instruction. For international deliveries the hard token shall be sent, by courier, to your Address.

12.5 Codes generated via a soft token shall be included in the payment instruction and shall be sent to the mobile number given by you on the relevant Form.

12.6 The Bank shall issue one token per Account (hard, soft, or both) directly to each user for the purpose of enabling such user to utilise the services hereunder for each Account.

12.7 Tokens shall at all times remain the Bank's sole property. If you require replacement tokens, an additional fee may be charged for each token replaced.

12.8 You agree to notify the Bank immediately if any token fails to function correctly.

12.9 The Bank will not be responsible for any Liability arising out of any non-availability, interruption or delay in the generation of a security code by any token.

12.10 The tokens shall at all times be kept in a safe place and held only by persons authorised by you and must never be provided to an unauthorised third party or passed from one authorised user to another.

12.11 The Bank may cancel a token in respect of any authorised user at any time without prior notice if it believes the token is being misused or any breach of security or unauthorised use is occurring.

12.12 You shall procure the return of any token issued or provided by the Bank to any authorised user:

12.12.1 if so requested by the Bank immediately upon you ceasing to maintain or operate any Account with the Bank; or

12.12.2 upon termination of token based authentication for manual payment instructions.

12.13 The Banks shall not be responsible for any Liability arising out of any breach of any implied term as to satisfactory quality, merchantability or fitness in relation to any token

12.14 You shall immediately notify the Bank if any authorised user leaves your employment or otherwise has its permission to use a token revoked by you, and you must obtain the token from any such authorised user and return it to the Bank.

13. Banker's Cheque

Settlement

13.1 A Banker's Cheque may be requested by completing the relevant Form and submitting that Form to the Bank.

13.2 Upon issuance of a Banker's Cheque by the Bank, the Bank shall debit your nominated Account for the amount of the Banker's Cheque together with any Charges.

13.3 If the balance of your nominated Account is less than the amount of the requested Banker's Cheque, the Bank may refuse to issue a Banker's Cheque.

13.4 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.

Banker's Cheque Issued in a Foreign Currency

13.5 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 the Bank.

13.6 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.

Cancellation, Refunds and Replacements

13.7 A Banker's Cheque may be cancelled at the Bank's absolute discretion. If you request the cancellation of Banker's Cheque you must return to the Bank the original Banker's Cheque or, in the case of Banker's

Cheques that have been lost, stolen or destroyed, provide a valid police report together with any other document, indemnity or Form required by the Bank from time to time.

13.8 The Bank may cancel a Banker's Cheque in its absolute discretion.

13.9 Charges may apply to any cancellation of a Banker's Cheque.

13.10 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 the Bank processes the refund less all Charges.

Validity

13.11 A Banker's Cheque is valid for a period of six months from the date it is issued by the Bank.

PART 3
ELECTRONIC BANKING SERVICES

This Part 3 applies where the Bank agrees to provide you with one or more types of Electronic Banking services in connection with an Account.

Clause 1 contains general terms and conditions that apply to all types of Electronic Banking services, and must be read together with other applicable terms in this Part 3 that apply to the specific type of Electronic Banking service. Accordingly, if you apply for:

(1) Mobile Banking, the Mobile Terms shall also apply to you;

(2) Telephone Banking, the Telephone Terms shall also apply to you; and

(3) Internet Banking, the Internet Banking Terms shall also apply to you.

1. General Electronic Banking Terms

1.1 From time to time, and as permitted by the Bank, the Bank may make various services and functions available to you through the use of some or all of the forms of Electronic Banking. Details of these various services and functions shall be available on the Website, or you may otherwise telephone the Contact Centre to obtain further information.

1.2 All Electronic Banking services and functions are made available by the Bank on a completely discretionary basis and may be withdrawn, changed, suspended, substituted or supplemented by the Bank at any time and without any obligation to give you prior notice.

Security Information

1.3 If Security Information is entered by you incorrectly more than the number of times allowed by the Bank from time to time, access to the relevant Electronic Banking service may be blocked and you shall need to contact the Bank in order to regain access.

1.4 The Bank may reset or deactivate your Security Information at any time.

1.5 You may change your Security Information at any time.

1.6 The Bank may also introduce Secure Key features from time to time. If the Bank does this, you shall be provided by the Bank with a Secure Key and you must follow any instructions provided by the Bank in connection with its use, in order to access any ADCB Offering that the Bank determines is subject to such secured access protocols.

Charges

1.7 The Bank reserves the right to levy Charges in relation to Electronic Banking services. Mobile Banking and Telephone Banking are currently made available to you at no charge. Charges for Internet Banking are currently set out in the Schedule of Fees.

1.8 You are responsible for all charges levied by your CSP, TSP and 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.

Electronic Instructions

1.9 Electronic Instructions are irrevocably and unconditionally binding on you and are made at your risk and responsibility.

1.10 The Bank shall make reasonable efforts to modify, delay or prevent the processing of any Electronic Instruction where you request this, but neither the Bank nor its Affiliates shall be responsible for any Liability arising out of any failure to comply with such request.

Equipment and infrastructure

1.11 You are solely responsible for:

1.11.1 acquiring and maintaining any equipment required by you 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

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

1.12 Electronic Banking is dependent on the infrastructure, connectivity and services provided by the TSPs, CSPs, ISPs and/or other service providers engaged by the Bank and you. The timeliness, accuracy and legibility of information sent by the Bank 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 the Bank and you.

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

Suspension or termination of service

1.14 You can stop using Electronic Banking at any time. If you wish to terminate your use of Internet Banking you must do so in accordance with Clause 4.49 below.

1.15 Unless otherwise agreed with you by the Bank, the Bank shall not process any Electronic Instructions which you have made before termination of your access to the relevant Electronic Banking service and which are scheduled to be processed after such termination.

2. Mobile Banking Services

2.1 The Bank may offer to you Mobile Banking through various channels from time to time, such as SMS or via the MobileApp. The services and functions made available to you by the Bank through SMS may vary from those available through the MobileApp.

2.2 You can apply for Mobile Banking:

2.2.1 by contacting the Bank through the Contact Centre, the IVR or through any other means prescribed by the Bank from time to time and following any instructions provided by the Bank;

2.2.2 by downloading the MobileApp to your Mobile Device (where applicable); or

2.2.3 by completing the relevant Form.

2.3 If you wish to use Mobile Banking via SMS, you must register a mobile number with the Bank in order to apply for Mobile Banking.

Condition of use

2.4 To log on to the MobileApp (where applicable), you must enter your Security Information and any other information requested by the Bank. The Bank shall not be responsible for verifying the identity of the party entering the Security Information.

2.5 You must download any updates to the MobileApp as and when they become available.

2.6 You may be automatically logged off the MobileApp if you remain inactive for a particular period of time as prescribed by the Bank.

2.7 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.

2.8 Subject to Clause 27 of Part 1, the Bank grants 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 use of or access to Mobile Banking is terminated in accordance with these Terms and Conditions.

Accuracy and security

2.9 The Bank shall use reasonable endeavours to ensure the accuracy, adequacy and completeness of the MobileApp and the MobileApp Information. However:

2.9.1 the use of the MobileApp is at your sole risk;

2.9.2 the MobileApp and the MobileApp Information are provided on an "as is" and "as available" basis;

2.9.3 the Bank cannot confirm the accuracy, adequacy or completeness of the MobileApp or the MobileApp Information and neither the Bank nor its Affiliates shall be responsible for any Liability arising out of any errors or omissions in the MobileApp or the MobileApp Information;

2.9.4 no confirmation, representation, warranty or undertaking of any kind, implied, express or statutory, including in relation to merchantability, satisfactory quality, 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; and

2.9.5 no confirmation, representation, warranty or undertaking of any kind, implied, express or statutory, is given that (i) the MobileApp shall be available and meet your requirements or that access shall be uninterrupted, (ii) there shall be no delays, failures, errors or omissions or loss of transmitted information, or (iii) no damage shall occur to your Mobile Device.

Mobile Banking by SMS

2.10 You can use Mobile Banking via SMS by sending certain keywords to the particular number designated by the Bank from time to time.

2.11 The Bank 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 undertaken on your Mobile Banking Account or the launch of a new ADCB Offering. You must notify the Bank if you do not wish to receive these Alerts.

Mobile Responses

2.12 The Bank shall use reasonable endeavours to send you a Mobile Response as soon as reasonably practicable after receiving your Mobile Request.

2.13 The Bank may, and without notice to you, decline to send to you a Mobile Response if it believes that the Mobile Request is unclear or cannot be processed.

2.14 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.

Your location

2.15 The Bank shall 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 Self Service Terminal or Branch).

2.16 By using such ADCB Offerings, you consent to the Bank and its Affiliates accessing and monitoring your location and disclosing your location to third parties.

Your personal information

2.17 Without prejudice to Clause 7 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, and/or third party offerings. You agree to the transfer, access and storage by the Bank and its Affiliates within the UAE and abroad of such Confidential Information and details in relation to your use of Mobile Banking.

Security measures

2.18 In addition to your obligations under Clause 5 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.

Suspension or termination of the services

2.19 Without prejudice to its rights under any other provision of these Terms and Conditions, the Bank may without notice to you, immediately suspend or terminate your access to Mobile Banking if:

2.19.1 you cease to hold a Mobile Banking Account; or

2.19.2 the Bank no longer supports the MobileApp on your Mobile Device.

2.20 Upon termination of Mobile Banking, the licence granted to you by the Bank to use the MobileApp shall end and you must delete the MobileApp from your Mobile Device.

Funds Transfers

2.21 Subject to Clause 6 of Part 2, Funds Transfers that you undertake via Mobile Banking shall be immediately debited from your Account.

3. Telephone Banking Services

3.1 You can apply for Telephone Banking by contacting the Bank. You shall be asked by the Bank to confirm certain security information that the Bank may require.

3.2 If your registration is accepted by the Bank, the Bank shall then ask you to set up a TPIN. Depending on the device from which you are calling (for example, from your registered mobile phone or from another telephone device), the TPIN shall be used to identify you whenever you use Telephone Banking.

Telephone Requests

3.3 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 the Bank 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.

3.4 You must provide to the Bank any additional information required by the Bank, from time to time to enable the Bank to provide Telephone Banking to you.

4. Internet Banking Services

Use of Internet Banking

4.1 You can apply for Internet Banking by completing the relevant Form or by contacting the Bank.

4.2 You must visit the Website to access Internet Banking. The Bank may change the website through which you access Internet Banking without prior notice to you.

4.3 You may only access Internet Banking through one or more Users appointed by any of your Authorised Signatories. Any User so appointed shall have full authority to access and use Internet Banking on your behalf and to undertake any transaction or action through Internet Banking. The Bank shall have no obligation to verify whether any of your Users is acting within the scope of any authority delegated by you to him. You shall remain responsible for the acts and omissions of your Users as if they were your own, irrespective of whether such acts and omissions were within the scope of the User's authority.

4.4 Each User appointed by you must have a unique User ID, PIN and Token.

4.5 Where the Bank receives Internet Banking Instructions for more than one payment from an Account on the same day, it shall determine the order of priority in which the payments are made.

4.6 From time to time, some Internet Banking Instructions may take time to process (for example, as a result of maintenance being carried out or if multiple Internet Banking Instructions are generated at or around the same time). If your Users give the Bank an Internet Banking Instruction:

4.6.1 to make a payment from an Account on a Business Day but after the Cut-off Time, it shall be processed on the next Business Day;

4.6.2 to make an AED transfer to any account not held with the Bank either after the Cut-off Time or on any day which is not a Business Day, it shall not be made until the next Business Day; and

4.6.3 to undertake the transfer of a currency (other than AED) to an account with any other bank after the Cut-off Time, it shall be made on the next day which is a business day in (i) the UAE, (ii) the country of the beneficiary account, and (iii) the financial centre for the relevant currency.

Accuracy and security

4.7 The Bank shall use reasonable endeavours to ensure the accuracy, adequacy and completeness of the Website and the Website Information. However:

4.7.1 the use of the Website is at your sole risk;

4.7.2 the Website and the Website Information are provided on an "as is" and "as available" basis;

4.7.3 the Bank cannot confirm the accuracy, adequacy or completeness of the Website or the Website Information and neither the Bank nor its Affiliates shall be responsible for any Liability arising out of any errors or omissions on the Website or in the Website Information;

4.7.4 no confirmation, representation, warranty or undertaking of any kind, implied, express or statutory, including in relation to merchantability, satisfactory quality, 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

4.7.5 no confirmation, representation, warranty or undertaking of any kind, implied, express or statutory, is given that (i) the Website shall be available and meet your requirements or that access shall be uninterrupted, (ii) there shall be no delays, failures, errors or omissions or loss of transmitted information, or (iii) no damage shall occur to your computer systems.

4.8 The Bank may from time to time provide guidelines regarding your Security Information, in addition to your security responsibilities set out in Clause 5 of Part 1. The guidelines shall provide examples only of security measures and compliance with such guidelines shall not necessarily absolve you of responsibility for any Liability on your part for unauthorised transactions.

4.9 You must not interfere with or damage (or attempt to interfere with or damage) any data or software associated with Internet Banking, including any Token (if applicable).

4.10 You must treat the access rights, documentation, and any other information related to Internet Banking as strictly private and confidential at all times.

4.11 You must not link any other website to the Website.

Access Procedure

4.12 From time to time, the Bank shall establish and implement an Access Procedure in order to allow Users to:

4.12.1 obtain or utilise any service that may be offered or made available by the Bank through Internet Banking;

4.12.2 access, view and obtain information as may be permitted by the Bank (whether relating to an Account or otherwise); and

4.12.3 initiate, authorise, undertake, perform and/or dispatch any Internet Banking Instruction or other communication to the Bank, subject to these Internet Banking Terms.

4.13 The Bank provides an additional layer of protection as part of the Access Procedure by requiring Users to enter a Code from time to time to perform any of the actions contemplated by Clause 4.12.

Tokens

4.14 Where applicable, the Bank shall issue one personal Token for each User for the purpose of enabling such User to utilise Internet Banking.

4.15 You may request international delivery of such Token by submitting an International Delivery Request.

4.16 Pursuant to receipt of an International Delivery Request, the Bank shall deliver a Token in accordance with the International Delivery Request and these Terms and Conditions.

4.17 Upon making an International Delivery Request, you hereby irrevocably and unconditionally:

4.17.1 Authorise the Bank to debit any of your Accounts to recover any courier charges incurred by it in connection with an International Delivery Request or delivery of a Token;

4.17.2 Acknowledge and agree that (i) the Token shall be delivered at your sole risk, responsibility and liability, and (ii) you are aware of the potential risks to deliver a Token including but not limited to such Token being received by unauthorised representatives; and

4.17.3 Acknowledge and agree that you shall use all reasonable endeavours to ensure the Token is received by an authorised representative.

4.18 Tokens shall at all times remain the Bank's sole property. If you require replacement Tokens, an additional fee may be charged for each Token replaced.

4.19 Tokens must always be kept in a safe place by Users and must never be provided to an unauthorised third party or passed from one User to another.

4.20 The Bank may cancel a User ID or Token in respect of any User and at any time without prior notice if it believes the User ID or Token is being misused or any breach of security or unauthorised use of Internet Banking is occurring.

4.21 You shall procure the return to the Bank of any Token issued or provided by the Bank to any User:

4.21.1 If so requested by the Bank;

4.21.2 Immediately upon you ceasing to maintain or operate any Account with the Bank; or

4.21.3 Upon termination of Internet Banking.

4.22 The Bank shall make all reasonable efforts to ensure that Tokens provided to you shall perform as necessary to permit access to Internet Banking. You and/or the relevant User agree to notify the Bank immediately if any Token fails to function correctly.

FacePass authentication

4.23 If you use ProCash or ProCash MobileApp, you may opt to use FacePass as a form of authentication for the completion of various financial and non-financial transactions such as creation of User Id, self on-boarding, transaction authentication, and other transactions as determined by Bank in its sole discretion, from time to time.

4.24 The use of FacePass is optional. You may consent and opt-in to use FacePass by turning the feature on or off in the ProCash and ProCash 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.

4.25 Users are eligible to opt in for the use of FacePass as a means of authentication only if they 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.

4.26 You must ensure that the User takes all reasonable precautions to keep safe and prevent fraudulent use of FacePass. You will notify us as soon as possible if you know or suspect that any unauthorised transactions have occurred using FacePass.

4.27 The Bank 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.

4.28 Your use of FacePass as authorisation for any transactions shall operate as your express authorisation of the transaction and the Bank shall retain records relating to the Users use of such authorisation under Clause 6 of Part 1 (General Terms) of these Terms and Conditions. The Bank 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 the Bank.

4.29 In addition to other exclusions of Liabilities under these Terms and Conditions, to the fullest extent permitted under Applicable Laws, you acknowledge that neither the Bank nor its Affiliates will be responsible for any Liability arising out of:

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

4.29.2 any loss suffered by you as a result of the unauthorised use of FacePass by a User;

4.29.3 any Unforeseen Circumstances relating to your use of FacePass as a form of authentication;

4.29.4 any error, malfunctions or performance issues in the function of the software 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;

4.29.5 any failure by the Bank to perform any of its obligations under these Terms and Conditions, if such proper performance would result in the Bank being in breach of any Applicable Laws or the Bank Policies;

4.29.6 any goods or services acquired using payment authenticated using FacePass, where:

4.29.6.1 such goods or services are defect or deficiency;

4.29.6.2 breach, shortcoming or non-performance by a third party results; or

4.29.6.3 there arises loss or injury including by reason of any mechanical or other malfunction of any such goods or services;

4.29.7 any misstatement, misrepresentation, error or omission in any details disclosed by the Bank arising out of circumstances outside of the Bank control;

4.29.8 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;

4.29.9 any refusal or restriction by the Bank on the authentication of any transaction using FacePass, even where such refusal or restriction causes damage to your credit rating and reputation; and

4.29.10 any breach or loss of Confidential Information resulting from your use of FacePass as a mode of authentication.

4.30 You will indemnify and hold harmless the Bank and its Affiliates against any Liability arising out of:

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

4.30.2 the Bank acting in good faith upon your instructions;

4.30.3 any dispute between you and any third party in connection with your use of FacePass;

4.30.4 your failure to observe the security measures under these Terms and Conditions, or as otherwise instructed to you by the Bank from time to time;

4.30.5 your failure to verify the beneficiary and amount of the transaction prior to authentication of the transaction using FacePass; and

4.30.6 your negligence, wilful misconduct or fraud.

4.31 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 the Bank and its Affiliates will continue even after you cease to hold an Account.

4.32 Your obligations to the Bank 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.

Your general responsibilities

4.33 You have sole responsibility for:

4.33.1 immediately notifying the Bank in writing if any User leaves your employment or otherwise has his permission to use Internet Banking revoked by you, revoking such authority, updating

of authentication procedures in respect of that User and obtaining from such User his Token and returning it to the Bank;

4.33.2 checking your Account records and statements carefully upon receipt;

4.33.3 ensuring that Users do not interfere with or damage (or attempt to interfere with or damage) the Services Equipment, Internet Banking or the Bank's systems;

4.33.4 immediately notifying the Bank if any Services Equipment is lost, stolen or if you become aware or suspect that an unauthorised third party has used or is in possession of the Services Equipment;

4.33.5 monitoring the use of the Services Equipment and ensuring that no unauthorised person has access to, or use of, the Services Equipment;

4.33.6 ensuring that no modification is made to the Services Equipment without the prior written consent of the Bank; and

4.33.7 ensuring that only Users can use the Services Equipment and issue Internet Banking Instructions.

General undertakings

4.34 In addition to undertakings contained elsewhere in these Terms and Conditions, you undertake to:

4.34.1 take all necessary steps for disaster recovery, including off-site storage of data used in Internet Banking;

4.34.2 allow the Bank's auditors and any authorised personnel access to inspect and retain your records and/or copy data for the purpose of verifying or validating payments to or from your Accounts;

4.34.3 notify the Bank immediately, of:

4.34.3.1 any faults, errors or inconsistencies in respect of your use of Internet Banking, including a mistake in any transaction using Internet Banking; and

4.34.3.2 your receipt or retrieval of any data or information through use of Internet Banking that is not intended for you (in addition, you shall delete and destroy and/or procure the deletion and destruction of such data or information);

4.34.4 not use Internet Banking for any unlawful or unauthorised purpose;

4.34.5 immediately pay the Bank in respect of any Services Equipment, within three Business Days of receiving a written payment request from the Bank, or as directed by the Bank from time to time. You authorise the Bank to debit any of your Accounts with any Charges relating to the provision of the Services Equipment;

4.34.6 not use Internet Banking for any transactions with third parties, either directly or indirectly, which would result in a breach of Applicable Laws, these Terms and Conditions or the Bank's internal policies; and

4.34.7 keep each personal computer utilised to connect to Internet Banking with:

4.34.7.1 an updated, genuine, functioning anti-Virus and firewall installed;

4.34.7.2 a genuine operating system including the latest security patches; and

4.34.7.3 the most recent and updated version of a genuine and reputable web browser.

WebEx

4.35 The Bank may provide an online technical support and training service to you within the Platform known as WebEx which shall permit the Bank to access your network and the Users' computers on such network. In using WebEx:

4.35.1 you represent and warrant that each User is authorised by you to request WebEx assistance;

4.35.2 you agree that the Bank may access your network and each User's computer following a User's request and you agree to take all action necessary to allow the Bank lawfully to gain such access;

4.35.3 you agree to maintain any minimum system requirements that the Bank may specify to you in order to allow WebEx to function, including its underlying software;

4.35.4 you acknowledge that the software licences authorising and allowing your use of WebEx are in effect throughout the period of these Internet Banking Terms, and that you may use such software as permitted by the terms of the applicable licences. No rights are granted to you in the WebEx software and you agree not to copy, modify, enhance, merge, reverse engineer, reverse assemble, disassemble, decompile, or in any way alter the WebEx software or any copy, adaptation, transcription, or merged portion thereof or otherwise attempt to derive source code therefrom;

4.35.5 you acknowledge that the Bank shall only comply with any Vendor access policy you may have to the extent it is reasonable and does not conflict with these Internet Banking Terms or any other terms applicable to WebEx;

4.35.6 you must not resell or distribute the use of WebEx; and

4.35.7 you must not access or use WebEx in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the WebEx service or any networks or systems of the Bank.

4.36 You agree that:

4.36.1 your access to and use of WebEx is at your sole risk;

4.36.2 WebEx is provided on an "as is" and "as available" basis;

4.36.3 the Bank cannot confirm the accuracy, adequacy or completeness of WebEx and neither the Bank nor its Affiliates shall be responsible for any Liability arising out of any errors or omissions on WebEx;

4.36.4 no confirmation, representation, warranty or undertaking of any kind, implied, express or statutory, including in relation to merchantability, satisfactory quality, non-infringement of third party rights, title, fitness for a particular purpose and freedom from Virus is given in relation to WebEx; and

4.36.5 no confirmation, representation, warranty or undertaking of any kind, implied, express or statutory, is given that (i) WebEx shall be available and meet your requirements or that access shall be uninterrupted, (ii) there shall be no delays, failures, errors or omissions or loss of transmitted information, or (iii) no damage shall occur to your computer systems.

Corporate Cheque Scanning

4.37 The Bank may make Corporate Cheque Scanning available to you upon your completion of the relevant Form and following its approval of you and the Users using Corporate Cheque Scanning.

4.38 If the Bank decides to provide you with Corporate Cheque Scanning, it shall provide you with details of the Vendor that is approved by the Bank to supply you with each Device.

4.39 The Bank may set, in addition to any daily limit requested by you (including in your Form), daily limits on the value of cheques submitted by you using Corporate Cheque Scanning pursuant to any applicable credit or other policies the Bank may have in force from time to time.

4.40 You have sole responsibility for:

4.40.1 obtaining each Device from the Vendor approved by the Bank and arranging installation of each Device for use with Corporate Cheque Scanning;

4.40.2 the Users submitting Qualifying Cheques with Corporate Cheque Scanning within the daily limits prescribed by the Bank and correctly inputting all information required by the Bank;

4.40.3 complying with all procedures, systems and operating manuals implemented by the Bank in connection with Corporate Cheque Scanning, including the requirements prescribed by the Bank for Qualifying Cheques and the regulations of the Central Bank concerning cheque security features, and those issued by the Vendor regarding a Device;

4.40.4 ensuring all Imaged Cheques are deposited only once (including by any other deposit method). Once an Imaged Cheque is submitted you must not present it to any person (other than the Bank) for collection or payment;

4.40.5 immediately informing the Bank when you are aware or reasonably suspect that there has been any unauthorised, negligent, fraudulent or dishonest use of Corporate Cheque Scanning; and

4.40.6 delivering each Imaged Cheque to the prescribed Bank locations, as advised by the Bank from time to time, within ten days of it being submitted by Corporate Cheque Scanning.

4.40.7 immediately informing the Bank if any of the original cheques successfully processed are lost or damaged in any way.

4.40.8 selecting the Bank's Courier@Velocity service to deliver all Imaged Cheques that are submitted by entering into the supplemental terms and conditions of the Bank governing that service. If Courier@Velocity is used by you to deliver the Imaged Cheques to the Bank, you undertake to keep the Imaged Cheques separate from all other items delivered by Courier@Velocity and to comply with all policies and instructions of the Bank regarding delivery of Imaged Cheques

4.41 You agree to:

4.41.1 keep, maintain and insure each Device at your location and comply with all terms and conditions between you and the Vendor; and

4.41.2 use the Device properly for the purpose provided, in accordance with the manufacturer's operating instructions and to comply with all Applicable Laws relating to the possession, use and maintenance of the Device.

4.41.3 indemnify the Bank for any losses, financial, reputational or otherwise, resulting from failing to inform the Bank about any lost or damaged original cheque or failing to send the successfully processed original cheque to the Bank.

4.41.4 acknowledge that the Bank will consider any cheque as lost and may report such cheque to the Central Bank of the UAE where the original is not sent to the Bank within 10 days of receipt of the scanned copy of the cheque by the Bank and for which no report of it being lost or damaged is made to the Bank.

4.42 You agree not to:

4.42.1 use a Device that has not been approved by the Bank;

4.42.2 use the Device of another person or organisation;

4.42.3 permit anyone but the Vendor or its authorised agents to repair, service or maintain each Device;

4.42.4 knowingly or negligently use or attempt to use the Website with a malfunctioning Device or otherwise allow anything to happen which might damage or interfere with the Website or compromise the Website's security when using a Device or Corporate Cheque Scanning; and

4.42.5 connect or link a Device with any other device or system without the Bank's prior written consent.

4.43 You agree that:

4.43.1 your use of the Devices is at your sole risk;

4.43.2 the Devices are provided on an "as is" and "as available" basis;

4.43.3 no confirmation, representation, warranty or undertaking of any kind, implied, express or statutory, including in relation to merchantability, satisfactory quality, non-infringement of third party rights, title, fitness for a particular purpose and freedom from Virus is given in relation to the Devices; and

4.43.4 no confirmation, representation, warranty or undertaking of any kind, implied, express or statutory, is given that (i) the Devices shall be available and meet your requirements or that access shall be uninterrupted, (ii) there shall be no delays, failures, errors or omissions or loss of transmitted information, or (iii) no damage shall occur to your computer systems.

4.43.5 Postdated cheques scanned in Corporate Cheque Scanning System will only be processed once the physical cheques are received by the Bank.

4.44 The Bank grants to you a non-exclusive, non-transferable right to use one copy of the software on each Device for the purposes of accessing Corporate Cheque Scanning and for your own internal business purposes. The right to use the software shall automatically cease upon termination of your use of Corporate Cheque Scanning, whether or not the Device is returned to the Bank or the Vendor.

4.45 You agree that you shall:

4.35.1 not interfere with or alter any software within the Device;

4.35.2 use all reasonable efforts to protect the confidentiality of the software and to protect the software from unauthorised use, reproduction, distribution or publication; and

4.35.3 not copy, modify, enhance, merge, reverse engineer, reverse assemble, disassemble, decompile or in any way alter the software or any copy, adaptation, transcription or merged portion thereof or otherwise attempt to derive source code therefrom.

4.46 You are solely liable and responsible for all Imaged Cheques submitted and all information submitted by a User in connection with an Imaged Cheque being true, complete and correct.

4.47 The Bank reserves the right to reject or hold any Imaged Cheque that causes any daily limit to be exceeded or does not comply with the Internet Banking Terms or any terms applicable to your Account (including any Imaged Cheque that is altered, mutilated, defaced, post-dated or suspected of being, or proven to be, fraudulent). You acknowledge that the Bank's ability to provide Corporate Cheque Scanning and submit an Imaged Cheque to the ICCS is subject to the availability of the ICCS and the

correct functioning of the Device. The Bank reserves the right to suspend Corporate Cheque Scanning on the conditions and for such period it determines in the event the ICCS has been suspended or is unavailable for any reason. Neither the Bank nor its Affiliates shall be responsible for any Liability arising out of the occurrence of any event described in this Clause 4.38.

4.48 You shall indemnify and hold harmless the Bank and its Affiliates from and against any Liability incurred by the Bank or its Affiliates (including any penalty or fine that the Bank certifies as having been imposed on it or its Affiliates) arising out of or in connection with your or any User's use of Corporate Cheque Scanning, including any unauthorised, negligent, fraudulent or dishonest use, or your failure to deliver the original of any Imaged Cheque in an acceptable form.

ADCB Electronic Signature Platform

4.49 The Bank may offer you access to the ADCB Electronic Signature Platform and will provide you with relevant instructions to access and use such service.

4.50 You authorise the Bank to accept documents signed by Electronic Signatures from you or on your behalf, and consent to receive documents signed by Electronic Signatures from the Bank through the ADCB Electronic Signature Platform.

4.51 You agree that all Electronic Signatures shall have the same legal effect as if in paper format with "wet-ink" handwritten signatures for the purposes of all applicable laws and regulations.

4.52 You agree that documents signed by Electronic Signatures maintained by the Bank will be admissible in any legal or other proceedings as conclusive evidence as to the contents of such documents in the same manner as an original paper document, and to the fullent extent permitted by any applicable laws and regulations.

4.53 You undertake not to contest the validity, admissibility into evidence or enforceability of any Electronic Signature and / or any content of any document signed in such manner.

4.54 You acknowledge to be fully aware of the various risks inherent and associated with the communication of instructions and documents using the ADCB Electronic Signature Platform and you are fully prepared to accept such risks. It is your responsibility to have in place the required electronic systems to safely be able to use the ADCB Electronic Signature Platform. You shall immediately report to the Bank any suspected fraudolent activities related to the use or misuse of the ADCB Electronic Signature Platform.

4.55 The Bank reserves the right to request a "wet-ink" version of any electronically signed document, where it deems appropriate to do so and you agree to provide such document with your handwritten "wet-ink" signature immediately upon the Bank's request.

4.56 The Bank reserves the right to change or terminate your access to the Electronic Signature Platform at any time and for any reason, with or without notice to you.

Inactivity

4.57 The Bank may deactivate any of your Internet Banking services and take any action that it deems necessary in connection with deactivating your Internet Banking if you have not initiated any activities through such Internet Banking service for such period of time as may be prescribed by the Bank from time to time.

4.58 The Bank shall use reasonable endeavours to notify you before taking action under Clause 4.47. Notwithstanding for foregoing part of this Clause 4.48, the Bank has the right to take action under Clause 4.47 without notifying you in advance.

Termination

4.59 You may terminate your use of Internet Banking at any time by giving at least twenty one days' written notice to the Bank.

4.60 Where a part of Internet Banking is terminated by the Bank, it shall not affect the provision to you of any remaining parts of Internet Banking and the terms hereof relevant to those parts.

4.61 On termination of your use of Internet Banking, the Bank may immediately remove your access to its systems and the Website, and you must immediately return any Tokens to the Bank.

Disclaimer

4.62 The Website Information has been prepared in accordance with the Applicable Laws of the UAE and for the supply of ADCB Offerings within the UAE. The Website and the Website Information are not directed at you if they do not comply with the laws of the jurisdiction from which you are accessing the Website. Additionally, the Bank uses a very high level of encryption to protect your transactions and Accounts from unauthorised access, the use of which may be unlawful in jurisdictions outside the UAE. It is your responsibility to ensure that, if outside the UAE, your ability to use Internet Banking is permitted by Applicable Laws and the Bank shall not be responsible for any Liability arising out of any inability by you to use Internet Banking in these jurisdictions.

4.63 The Bank makes no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used in connection with Internet Banking or the Website.

PART 4
CARD TERMS

This Part 4 applies where the Bank agrees to issue and make available to a Cardholder, at your request, a Card and shall govern each Card Transaction entered into using a Card.

Section A contains general terms that apply to all Cards held by you, and must be read together with other applicable terms in this Part 4 that apply to the specific type of Card.

SECTION A: GENERAL CARD TERMS

1. GENERAL

1.1 This Part 4 applies to you and any Cardholder. For the avoidance of doubt, you remain responsible for any and all activity carried out with the Card, any amount due to the Bank on the Card Account, and you shall procure that Cardholders comply with these Terms and Conditions.

1.2 The activation or use of the Card shall constitute binding and conclusive evidence of your and each Cardholder's confirmation and agreement to be bound by these Terms and Conditions (including the Debit Card Terms and Commercial Credit Card Terms, as applicable).

1.3 The Bank shall issue Cards in the names of the persons designated by you in the relevant Form, subject to:

1.3.1 each proposed Cardholder being your employee or officer;

1.3.2 you and the Cardholder signing all of the applicable Forms; and

1.3.3 the observance by you and each Cardholder of these Terms and Conditions (including the Debit Card Terms and Commercial Credit Card Terms, as applicable).

1.4 The Bank shall be under no responsibility to you to:

1.4.1 ensure that you and the Cardholder duly comply with these Terms and Conditions, or any variation or supplement to them;

1.4.2 take any legal action or proceedings against a Cardholder except as provided by these Terms and Conditions; or

1.4.3 ensure that the Card is used for your purposes.

1.5 Any Card issued by the Bank shall be available for collection from the location notified to you by the Bank, or shall be sent to you by post or courier, at your own risk, to your Address.

1.6 A Card is and shall at all times remain the property of the Bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorised agent.

1.7 You and the Cardholder undertake to act in good faith at all times in relation to all dealings with the Card and the Bank.

1.8 The Card is not transferable and must only be used by the relevant Cardholder. Neither you nor the Cardholder may pledge the Card as security for any purpose whatsoever.

1.9 If the Cardholder loses or damages his Card or requires renewal, replacement or additional Cards, the Bank may issue the Cardholder a new Card and require you to pay any applicable Charge for issuing such Card.

1.10 You shall notify the Bank immediately upon any relevant change to the employment status of (as well as the expiry and/or termination of the provision of services to you by) any Cardholder. You may notify the Bank in writing or by telephoning the Contact Centre (in which case you must follow up the telephone notification in writing as soon as practicable after the call). Where appropriate, following your notification, the Bank shall block the Card of such Cardholder. In such circumstance, you must recover any Card issued to the Cardholder and provide such Card to the Bank (or otherwise deal with the Card as directed by the Bank). You shall continue to be liable for all Card Transactions incurred on such Card.

1.11 Unless otherwise instructed by you to do so within the scope of his employment duties, if the Cardholder leaves the UAE to take up residence elsewhere, the Card must be returned to the Bank at least fifteen days prior to the Cardholder's departure and the use of the Card shall be deemed to be terminated.

1.12 You and the Cardholder authorise the Bank to use any information provided by you and/or the Cardholder for the purposes of the Bank's targeted promotional activities, in accordance with Applicable Laws.

1.13 Cards 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 the 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 of these Specific Features shall be available on the Website. The Bank may from time to time amend and/or vary the Specific Features, and shall have the right to do so without notifying you in advance.

2. Use of The Card

2.1 The Cardholder must immediately sign the Card upon receipt and follow any instructions provided by the Bank with regard to the activation and use of such Card. The Cardholder's actions to activate the Card shall be proof of delivery.

2.2 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, the Cardholder may be able to undertake Card Transactions by using the magnetic strip or Contactless Technology instead.

2.3 In order to undertake a Card Transaction and depending on the particulars of the transaction, the Cardholder may be required to do any one or more of the following:

2.3.1 enter a PIN or an OTP when prompted;

2.3.2 physically sign for a Card Transaction;

2.3.3 use Contactless Technology; and/or

2.3.4 any other actions required by the Bank from time to time.

2.4 With regard to a Card Transaction that requires an OTP, the Bank shall send the OTP to the Cardholder's registered mobile number and email address (as shown in the Records). You and the Cardholder must ensure that all contact details provided to the Bank are always up-to-date.

2.5 Any Card Transaction made after the Cut-off Time is treated as a next Business Day value transaction. The Bank may, from time to time, set or change the Cut-off Time without notice or responsibility for any Liability on its part.

2.6 A Card Transaction in a currency other than the currency of your Account shall 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 processing fee, and you will reimburse the Bank for all costs or expenses it incurs as a result of such transactions. This processing fee is charged in addition to any standard processing fee charged by the Card Scheme Provider.

2.7 As part of its authorisation and fraud prevention procedures, the Bank may refer an authorisation request back to the Merchant and request further details or identification from you or the Cardholder, or may contact you or the Cardholder for any other reason the Bank deems fit. You and the Cardholder agree to cooperate with the Bank in all such cases.

2.8 Repeated failure to input the correct PIN or OTP may result in the Card becoming blocked or in the imposition of other restrictions on its use, as prescribed by the Bank from time to time.

2.9 The Bank reserves the right to add, replace, reset or cancel the Card's PIN or OTP or any other Security Information with respect to the Card from time to time.

3. Conditions of Use

3.1 The Card must not be used for any unlawful purpose, including purchases of goods or services prohibited by local law in your jurisdiction or the jurisdiction in which the Card is used.

3.2 Any ATM deposits made through the use of the Card on any ATM installed by the Bank, whether by cheque or by cash, shall be subject to verification.

3.3 You shall be responsible for all Card Transactions whether initiated or processed with or without your, or the Cardholder's, knowledge or authority. You hereby authorise the Bank to debit or charge (as applicable) your Card Account with the amount of any withdrawal or other transaction in accordance with the Records. Subject to manifest error, you accept the Records as conclusive and binding for all purposes.

3.4 There may be local restrictions in some jurisdictions which may affect the use of the Card.

3.5 You shall be and remain liable to the Bank for the payment of any outstanding amount on the Card Account (including Charges), notwithstanding the cancellation or misuse of the Card by any person, any breach of these Terms and Conditions by the Cardholder, the termination of the Cardholder's employment contract with you (if any) or his authorisation by you to use the Card, the death of the Cardholder and/or any other reason whatsoever.

3.6 If the Cardholder, in using a Card, commits or attempts to commit any fraudulent transaction of any nature as determined by the Bank or under Applicable Laws, the Bank has the right to immediately cancel the Card in addition to any other rights it may have. You shall be fully liable for all Liabilities of any nature that the Bank, its Affiliates, the Merchant or third parties may sustain or incur as a result of the Cardholder's commission of, or attempt to commit, a fraudulent transaction using a Card. The Bank shall have the right to, and is hereby authorised to, file complaints and reports on behalf of you and/or the Cardholder and to provide information about the Card, the Card Account and/or the Card Transactions to any competent court or regulatory or governmental authority and to participate in any investigation of fraud.

4. Contactless Technology

4.1 Cards may have Contactless Technology. Subject to certain restrictions and limits as may be prescribed by the Bank from time to time, the Cardholder may use Contactless Technology in accordance with these Terms and Conditions and any other requirements prescribed by the Bank from time to time in relation to such technology to enter into Card Transactions, with selected Merchants, without the requirement to enter a PIN, OTP or to sign, except where required for security reasons.

5. Limits

5.1 A Card may be used for Card Transactions:

5.1.1 up to any applicable Card Limit; and

5.1.2 within the validity period of the Card.

5.2 You must ensure neither you nor the Cardholder causes the Card Limit to be exceeded.

5.3 If any Card Transaction would cause the Card Limit to be exceeded, the Bank reserves the right to decline that Card Transaction.

5.4 Cash Withdrawals, Cash Advances, and Card Transactions using Contactless Technology, shall be subject to applicable maximum value limits per transaction, maximum number of transactions per day and any maximum cumulative value of transactions per day, as prescribed by the Bank from time to time. In the case of Cash Withdrawals or Cash Advances, if the Cardholder uses the Card at any ATM (whether in the UAE or abroad), each transaction shall be subject to the applicable individual or daily withdrawal limit of such ATM and any individual or daily withdrawal limits that the Bank may have prescribed for the Card or Card Account.

5.5 The limits referred to in Clause 5.4 are subject to change by the Bank from time to time and may also vary between ADCB ATMs and non-ADCB ATMs, 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 the Bank's control, and neither the Bank nor its Affiliates shall be responsible for any Liability arising out of such limits (or changes thereto) or the inability to undertake a Card Transaction due to such limits (or changes thereto).

5.6 If a Card Transaction undertaken by Contactless Technology would lead to any applicable limits being exceeded, the Cardholder may be required to enter a PIN, OTP or to sign, in order to complete the Card Transaction.

6. Evidencing Transactions

6.1 The Bank may treat the following as evidence of a properly completed Card Transaction:

6.1.1 any transaction record, credit voucher, cash disbursement slip or other charge record;

6.1.2 the Records of Card Transactions including any Records in any medium related to transactions undertaken via the internet, Electronic Banking or a Self Service Terminal; or

6.1.3 any other evidence which the Bank is willing to accept from time to time.

6.2 The Bank may apply Charges for supplying copies of any Records of Card Transactions at your request.

7. Withdrawal

7.1 Without prejudice to its rights under any other provision of these Terms and Conditions, the Bank reserves the right at any time to withdraw, cancel or terminate the Card, or restrict the use of the Card or to decline any Card Transaction, without prior notice or giving any reason, and in whatever circumstances it deems fit (and whether or not a Card Limit has been breached) and may do so without responsibility for any Liability. In such circumstances, you shall immediately make full payment of any Charges and liabilities on the Card Account, and the Bank may require you to destroy the Card.

8. Charges

8.1 The use of the Card shall be subject to such Charges as are prescribed by the Bank from time to time. The Bank is authorised to debit Charges from your Debit Card Account and/or charge Charges to your Commercial Credit Card Account (as applicable) without giving any notice to you.

9. Lost or Stolen Cards

9.1 If a Card is lost, stolen or damaged, or if the Security Information is disclosed to or discovered by any other party, you and the Cardholder are responsible for immediately notifying the Bank of the incident. If necessary under Applicable Laws of the jurisdiction in which such incident occurred, you are responsible for ensuring that the incident is reported to the relevant police authority in that jurisdiction.

9.2 If the lost or stolen Card is recovered, you are responsible for ensuring that the Card is immediately destroyed.

9.3 Neither you nor the Cardholder may use the PIN or OTP after its disclosure to or discovery by any other party.

10. Unauthorised Use

10.1 You are responsible for ensuring that the Bank is immediately notified if either you or the Cardholder become aware of any unauthorised use of the Card by a third party.

10.2 If the Bank decides to investigate any alleged unauthorised Card Transaction, you and the Cardholder must cooperate with the Bank and the police to investigate the incident and, if applicable, to recover any lost or stolen Cards.

10.3 If you notify the Bank that a Card Transaction is unauthorised and it is later determined to be valid, the Bank retains the right to charge-back, from the date the Card Transaction took place, the Card Transaction amount, and any applicable Charges, and any costs, additional fees and/or expenses incurred by the Bank in investigating the Card Transaction.

11. Disputes with Third Parties

11.1 If there is any dispute between you and any third party in relation to a Card Transaction, your obligations to the Bank shall 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.

12. Deposits at Self Service Terminals

12.1 You or the Cardholder may choose to make a payment into a Card Account by using the Card and depositing cash, cheques or other instruments at certain Self Service Terminals designated by the Bank within the UAE. The record issued by the Self Service Terminal only represents what you claim to have deposited. The deposits shall only be credited to the applicable Account after verification of the cash, cheques or other instruments and their clearing (in the case of cheques) by the Bank, and the amount of the deposit verified and cleared by the Bank shall be deemed to be the correct amount of your deposit.

12.2 Cheques that are deposited shall be sent for clearing and the funds shall be available only after the cheques are cleared in accordance with these Terms and Conditions.

Section B: Debit Card Terms

These Debit Card Terms shall apply to you and the Cardholder when the Cardholder is issued with the Debit Card and the Cardholder activates the Debit Card.

1. Use of the Debit Card

1.1 A Debit Card may be issued by the Bank upon your request, to enable you, acting through a Cardholder, to undertake Debit Card Transactions at Terminals located in the UAE or abroad.

1.2 The Debit Card can be used to purchase goods and services via the internet, or by any other means permitted by the Bank from time to time.

1.3 Debit Card Transactions conducted online shall 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 the Bank 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 the Bank's control, and neither the Bank nor its Affiliates shall be responsible for any Liability arising out of these limits (or changes thereto) or the inability to undertake a Debit Card Transaction online due to such limits (or changes thereto).

Section C: Commercial Credit Card Terms

The Commercial Credit Card Terms shall apply to you and the Cardholder when the Cardholder is issued with the Commercial Credit Card and the Cardholder activates the Commercial Credit Card.

1. Cash Advance

1.1 Subject to the Credit Limit, the Bank may allow the Cardholder, from time to time, to obtain a Cash Advance by the following means:

1.1.1 presenting the Card at any Branch or any office of any member institution of the Card Scheme Provider or at other participating venues, together with evidence of his identity and signing the necessary transaction record; and/or

1.1.2 using the Card at any ATM of the Bank or of any other bank or institution which accepts the Card.

1.2 Cash Advances shall be subject to Finance Charges and other Charges (including a fixed transaction fee), as prescribed by the Bank from time to time and as calculated by the Bank.

1.3 Finance Charges shall be calculated on a daily basis and shall accrue on each Cash Advance from the date of the advance until repayment in full.

1.4 Cash Advances may be permitted up to a percentage of the Credit Limit, which may be subject to change from time to time.

2. Payments - General

2.1 You agree to pay the Bank, upon request, an Annual Membership Fee.

2.2 All Card Transactions shall be charged to your Card Account in the Billing Currency and shall be shown in your Statement of Account.

2.3 If you or the Cardholder pays the Bank any sum based on any Statement of Account, you shall be deemed to have accepted the entries shown on it.

Credit Limit

2.4 The Bank shall set a Company Credit Limit for you which shall be allocated amongst your Commercial Credit Cards, as well as a Credit Limit for each individual Commercial Credit Card. The Bank reserves the right to reduce or change the Company Credit Limit and/or any individual Commercial Credit Card's Credit Limit at any time without notifying you or the Cardholder.

2.5 If the Credit Limit is exceeded, then you and/or the Cardholder must pay the amount exceeding the Credit Limit in full, the Total Outstanding and a Charge for exceeding the Credit Limit as prescribed by the Bank.

Crediting payments to your account

2.6 Any payments made by you in the Billing Currency shall be credited to your Card Account only on the date that cleared funds are received into your Card Account.

2.7 Where payment is made into your Card Account in a currency other than the Billing Currency, such payment shall be credited after the date on which it is converted into the Billing Currency and received in cleared funds by the Bank into your Card Account.

2.8 You shall be responsible for all exchange, commission and other Charges or Liabilities incurred by the Bank in converting such payment into the Billing Currency.

2.9 Settlement of Card Transactions may be made directly in cash, by cheque or by transfer from an Account. Settlement may not be made by transfer of funds from one Commercial Credit Card Account to another.

2.10 You may have the option to settle Card Transactions through an external cash collection vendor, as contracted and communicated to you by the Bank from time to time. The Bank shall not be responsible for any Liability arising out of the use of such a service, including payments received after the Cut-off Time.

Over-payments and refunds

2.11 If you and/or the Cardholder make a payment to the Bank in excess of the Total Outstanding, the Bank may, after verification of the reasons for the excess payment, return the excess payment to you.

2.12 The Bank shall credit the Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the relevant Merchant.

Application of payments

2.13 All payments received by the Bank from you or the Cardholder shall be applied in any order of priority as the Bank may deem fit. Unless otherwise decided by the Bank, all payments may be applied with priority over the outstanding amounts that have been billed to your Card Account for the longest period of time, in the order from highest to lowest interest.

2.14 All payments by you or the Cardholder to the Bank with regard to the Card Account shall be made net of any taxes, withholdings, fees, levies or other deductions.

2.15 Without prejudice to the Bank's rights at any time to take any appropriate legal action, the Bank may charge fees for any returned unpaid cheques drawn by you or the Cardholder in full or partial payment of any outstanding amounts in relation to the Card.

Collateral

2.16 The Bank may at any time demand that you deposit an undated cheque and/or pledge cash collateral in favour of the Bank for the amount that the Bank may require, whether or not a demand for such cheque or collateral was made at the time the Card was issued.

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

The Bank's rights

2.18 If any amounts due to the Bank are outstanding at any time under the Card Account, or if you are liable to the Bank on any other Account, or if default occurs on any other Account or ADCB Offering, then the Total Outstanding shall become immediately due and payable.

Finance Charges

2.19 You shall be charged interest known as a "Finance Charge" (or as the Bank may advise from time to time) if you:

2.19.1 pay the Bank an amount less than the Total Amount Due by the Payment Due Date;

2.19.2 have taken a Cash Advance; or

2.19.3 undertake any other Card Transaction that the Bank may determine from time to time to be subject to a Finance Charge.

2.20 The Finance Charge may vary based on the type of Card and Card Transaction.

2.21 The applicable Finance Charge shall be applied on unpaid Card Transactions from the date of the relevant Card Transaction, at the Prevailing Rate as displayed in the Service and Price Guide (or as otherwise communicated to you by the Bank), until full settlement by you.

2.22 ADCB does not charge interest on accrued interest.

3. Repayments

Commercial Credit Cards have two different repayment methods. One requires full repayment of the Total Amount Due, for which Clause 3.1 ("100% Repayment Method") applies, and the other requires full repayment of the Minimum Payment Due with the ability to defer repayment of other amounts outstanding, subject to the payment of Finance Charges, for which Clause 3.2 ("Deferred Payment Method") applies.

100% Repayment Method

3.1 The following terms apply to the 100% Repayment Method:

3.1.1 You must pay the Total Amount Due, as well as any applicable Charges, in full not later than the Payment Due Date.

3.1.2 If you do not pay the Total Amount Due, as well as any applicable Charges, in full by the Payment Due Date:

3.1.2.1 Clause 3.3 shall apply; and

3.1.2.2 you shall incur a Finance Charge which shall be applied in accordance with Clause 2.21, as well as any applicable Charges (including a Late Payment Fee), as are prescribed by the Bank from time to time.

Deferred Payment Method

3.2 The following terms apply to the Deferred Payment Method:

3.2.1 You must make the Minimum Payment Due by the Payment Due Date, even if you do not receive the Statement of Account or other notification of the details of your repayment obligations referred to above.

3.2.2 If the Total Amount Due is less than AED 100 (or such other amount prescribed by the Bank from time to time), then there shall be no Minimum Payment Due and the Total Outstanding shall be fully due and payable.

3.2.3 If you pay the Total Amount Due including the Charges specified on the Statement of Account in full by the Payment Due Date, you shall not incur a Finance Charge (except in relation to any Cash Advances and such other transactions as the Bank chooses, from time to time, to exclude from an interest-free period).

3.2.4 If you do not pay the Total Amount Due including the Charges specified on the Statement of Account in full by the Payment Due Date, you shall incur a Finance Charge which shall be applied in accordance with Clause 2.21 and you may also be charged a Late Payment Fee.

Failure to pay by the Payment Due Date

3.3 If you do not pay in full the Total Amount Due (where the 100% Repayment Method applies) or the Minimum Payment Due (where the Deferred Payment Method applies) by the Payment Due Date, then without prejudice to any of the Bank's other rights under these Terms and Conditions:

3.3.1 your Card may immediately be suspended;

3.3.2 you shall be considered to be in breach of these Terms and Conditions;

3.3.3 you shall be liable to pay the applicable Late Payment Fee from the day after the Payment Due Date;

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

3.3.5 the Bank may notify a credit reference agency and your creditworthiness with the Bank and with other banks and financial institutions could be impacted negatively which may cause you to be denied credit in the future; and

3.3.6 you may be contacted by the Bank, or by third party debt collectors acting on the Bank's behalf, and the Bank may take enforcement action against you.

4. Cancellation

4.1 You may at any time notify the Bank that you wish to cancel your Card and/or close your Card Account. As a precondition to such cancellation, you must pay the Total Outstanding and any other amounts outstanding on your Card Account (including any Charges), including all amounts incurred but not yet charged to the Card Account, for which you shall remain liable.

4.2 Without prejudice to the Bank's rights under any other provision of these Terms and Conditions, the Card Account shall be closed and all associated Cards terminated by the Bank upon the occurrence of any one or more of the following events:

4.2.1 any event, action, procedure or step set out in Clauses 20.8, 20.10, or 20.11 of Part 1 occurring or being taken in relation to you;

4.2.2 any material and adverse change in your financial condition;

4.2.3 if the Bank ceases to issue Commercial Credit Cards;

4.2.4 if you cease to have any business in the UAE;

4.2.5 if your ownership structure changes; or

4.2.6 if you or the Cardholder is in breach of these Terms and Conditions which is not remedied within thirty days of receiving notice from the Bank requiring you to remedy the breach.

4.3 The Total Outstanding and any other amounts outstanding on the Card Account shall become immediately due and payable following the Bank's cancellation of the Card or closure of any Account linked to your Card. You and the Cardholder must cease to use all Cards and destroy them immediately.

4.4 The Bank shall not be liable to refund the Annual Membership Fee (or any part thereof) in the event of the cancellation of the Card.

4.5 In the event that any Security is held by the Bank under Clause 2.16, the Bank reserves the right to retain such Security for a period of at least forty-five days from the cancellation of the Card.

5. Benefits

5.1 You agree that the Bank may from time to time offer certain benefits, rewards and discounts on behalf of third-party service providers (including Merchants and Card Scheme Providers). You agree to comply with any terms and conditions applicable to such benefits, rewards and discounts specified by the third-party service provider or the Bank. Any such benefits, rewards and discounts may be cancelled, withdrawn or varied at any time without notice and without assigning any reason. No representation, warranty or undertaking is given by the Bank or its Affiliates (and no responsibility is assumed by them) in relation to such benefits, rewards or discounts, including as to delivery, quality, design, fitness for purpose, specifications, or availability.

6. Statements of account

6.1 A Statement of Account for your Commercial Credit Card Accounts shall be sent to you and a Statement of Account for each Commercial Credit Card Account shall be sent to the relevant Cardholder for that Commercial Credit Card Account, in each case at the frequency prescribed by the Bank.

7. Changes to these terms and conditions

7.1 Any changes to these Terms and Conditions shall apply on the effective date prescribed by the Bank and shall apply to all unpaid Finance Charges, Commercial Credit Card Transactions, Charges and any other costs and/or fees outstanding on the Commercial Credit Card Account.

GLOSSARY

1. Interpretations

In these Terms and Conditions, unless the context requires otherwise:

(a) references to "you" or "your" shall be construed as including references to any of your Authorised Signatories, Attorneys, Users, Cardholders, directors, officers and employees;

(b) headings are for convenience only and shall not affect the interpretation of any of these Terms and Conditions;

(c) a reference to a provision of any Applicable Laws is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;

(d) unless otherwise specified, references to dates, months and years shall correspond to the Gregorian calendar;

(e) words used in these Terms and Conditions denoting the masculine gender shall include the feminine gender and words denoting the singular number shall include the plural number and vice versa;

(f) words implying a person shall include a sole proprietor, individual partnership firm, company, corporation or any other natural or legal person whatsoever;

(g) where the words "includes" or "including" are used, they shall be read as meaning "includes without limitation" and "including without limitation" respectively;

(h) where these Terms and Conditions provide that the Bank may or is entitled, permitted or authorised to do, decide or determine something (however this is referred to), it is entitled to do so in its sole discretion, unless expressly stated otherwise; and

(i) references in any Part (or a section of a Part) of these Terms and Conditions to a Clause shall be read as references to a clause of that Part (or of that section of a Part), unless otherwise specified.

2. Definitions

In these Terms and Conditions, unless the context requires otherwise, the following terms shall have the following meanings:

Access Procedure	a process established by the Bank from time to time to enable Users to gain access to and use Internet Banking, as set out in Clause 4.12 of Part 3;
Account	any account maintained in your name with the Bank, including any Card Account, from time to time, but excluding a Virtual Account;
Account Information	includes any information concerning you and your Accounts, including the Account Number, the amount of interest paid or credited to the Account, Account balance, Commercial Credit Card Number, Debit Card Number, your (and, if you are a company, your beneficial owners') name, Address, date/ place of birth, country of residence, social security number, tax identification number, information relating to any funds or investments held by the Bank on your behalf or other financial information;
Account Number	a unique serial number attached to each Account;
ADCB	Abu Dhabi Commercial Bank PJSC and any of its branches, successors and assignees;

ADCB Electronic Signature Platform	the Electronic Signatures portal operated by the Bank.
ADCB Offering	any Account, product, service, facility, benefit or reward programme provided by the Bank from time to time;
Address	(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) email address; (f) makani number (or equivalent); or (g) any other point of contact or means of reaching you for the purpose of delivering Communications by the Bank in any form, including any chosen domicile provider or process agent, as maintained in the Records from time to time;
ADGM	the Abu Dhabi Global Market;
ADGM Courts	the courts of the ADGM;
ADGM SCT	the small claims tribunal, or equivalent thereof, at the ADGM Courts (once established);
AED	the lawful currency of the UAE;
Affiliates	(a) in relation to the Bank, the Bank's subsidiaries, parents, shareholders, any other persons in common control or ownership with the Bank, associates, directors, employees, officers, representatives, branches, partners, professional advisers, service providers, assignees, agents, insurers, third party contractors, third party banks and financial institutions, a Card Scheme Provider, credit reference agencies or reporting agencies, and debt collection agencies and their respective assignees and successors; and (b) in relation to you, your Authorised Signatories, Attorneys, Users, Cardholders, subsidiaries, parents, shareholders, any other persons in common control or ownership with you, ultimate beneficial owners or controllers, associates, directors, employees, officers, representatives, branches, partners, professional advisers, service providers, agents, insurers, third party contractors, and third party banks and financial institutions;
Alerts	the messages or notifications (other than Mobile Responses) sent by the Bank to you by SMS, email, secure messaging service or any other available means of communication;
Annual Membership Fee	an annual fee as prescribed by the Bank for a Commercial Credit Card when issued or renewed;

Applicable Emirate	if you are: (c) incorporated in the UAE, the Emirate in which you are incorporated; (d) 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 (e) incorporated outside the UAE and have no registered office or place of business in the UAE, the Emirate of Abu Dhabi;
Applicable Laws	any applicable law and/or regulation (including any laws and regulations issued by the Central Bank or any other regulator of the Bank), ordinance, rule, judgment, decree, voluntary code, directive, court order, requirement or instruction of a governmental authority, agreement between the Bank and any governmental or regulatory authority, or agreement or treaty between government and regulatory authorities (in each case, whether local, foreign or international), and including any Sanctions;
ATM	an automated teller machine or any Card operated machine or device, whether belonging to the Bank or other participating banks or financial institutions nominated from time to time by the Bank, which accepts a Card;
Attorney	any person whom the Bank reasonably believes is an attorney appointed by you pursuant to a power of attorney and having authority to act on your behalf in relation to any ADCB Offering and these Terms and Conditions;
Authorised Signatory	a person appointed by you in accordance with Clause 14 of Part 1, or in the case of Internet Banking, a person appointed by you and able to appoint Users;
Available Balance	the current balance less any deposited cheques or other payable orders which are drawn on other banks and have not been cleared;
Bank	ADCB and references to "we", "us" and "our" shall be read as meaning ADCB;
Banking Items	your Cards, cheques, cheque books, computers, Tokens, Secure Key, Mobile Device and any other items relating to your relationship with the Bank that the Bank requires you to keep confidential and secure, or that might otherwise contain (or enable access to) Confidential Information;
Banker's Cheque	a cheque issued by the Bank payable to the order of a specified beneficiary for a payment and presentation within the UAE;
Billing Currency	the currency in which your Commercial Credit Card Account is denominated and billed;
Branch	any of the Bank's branches in the UAE;
Business Day	a day when banks are open for business in the UAE;
Call Deposit Account	has the meaning given to it in Clause 3.1 of Part 2;
Card	a Debit Card or a Commercial Credit Card;
Card Account	with respect to a: (a) Debit Card, a Debit Card Account; and (b) Commercial Credit Card, a Commercial Credit Card Account;
Card Limit	with respect to a: (a) Debit Card, the Spending Limit; and (b) Commercial Credit Card, the Credit Limit;

Card Number	with respect to a: (a) Debit Card, a Debit Card Number; and (b) Commercial Credit Card, a Commercial Credit Card Number;
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) Commercial Credit Card, a Commercial Credit Card Transaction;
Cardholder	with respect to a: (a) Debit Card, a Debit Cardholder; and (b) Commercial Credit Card, a Commercial Credit Cardholder;
Cash Advance	(a) any amount obtained by the use of the Commercial Credit Card, the Commercial Credit Card Number or the PIN or in any other manner authorised by the Commercial Credit Cardholder from an ATM, the Bank or any other bank or financial institution for charge to the Commercial Credit Card Account; (b) any purchase of currency other than AED; or (c) any other Commercial Credit Card Transaction classified by the Bank or the Card Scheme Provider as a transaction which should be charged as if it were cash from the Bank or any other bank or financial institution;
Cash Withdrawal	any cash amount obtained by use of the PIN or in any manner authorised by the Debit Cardholder from an ATM, the Bank or any other bank or financial institution for debit from the Debit Card Account;
Central Bank	the Central Bank of the UAE;
Charges	all charges, fees, costs, commissions, penalties, and other expenses payable by you to the Bank in relation to an ADCB Offering, or in connection with the Bank's compliance with any Applicable Laws as may be set out in the Schedule of Fees, the Service and Price Guide or otherwise prescribed by the Bank and/or notified to you from time to time;
Chip	a secure microprocessor embedded in the Card to provide a comprehensive payment service as a feature of the Card;
Code	a number randomly generated by a User's Token or sent by SMS to the User's mobile telephone registered with the Bank;
Commercial Credit Card	a physical or virtual card including corporate, purchasing or business credit card denominations and issued by the Bank to the Commercial Credit Cardholder (and includes new, renewed and/or replacement Cards);
Commercial Credit Card Account	the Account to which the Commercial Credit Card is linked;
Commercial Credit Card Number	the number printed on the face of a Commercial Credit Card or such other number designated as such by the Bank from time to time;

Commercial Credit Card Terms	the terms and conditions set out in Sections A and C of Part 4, any other clauses of these Terms and Conditions applicable to Commercial Credit Cards and any supplementary terms and conditions applicable to Commercial Credit Cards that may from time to time be in force (which, for example, may include such terms included in your Statement of Account);
Commercial Credit Card Transaction	any purchase of goods and/or services, Cash Advances or any other transaction effected by the use of a Commercial Credit Card, Commercial Credit Card Number, PIN, OTP or in any other manner authorised by the Commercial Credit Cardholder;
Commercial Credit Cardholder	a person appointed and authorised by you to whom a Commercial Credit Card is issued by the Bank;
Communications	(a) all notices, information, documents, data, instructions and other communications sent by you to the Bank (including Electronic Instructions and International Delivery Requests); and (b) all notices, notifications, Cards, PINs, OTPs, Security Information, cheques, cheque books, cashiers' orders, Statements of Account, demands, Alerts, Mobile Responses, executed Telephone Requests, emails, receipts or any other communication sent by the Bank to you, including any electronic communications sent by the Bank to you as permitted by Applicable Laws;
Company Credit Limit	the maximum amount of credit available to you across all your Commercial Credit Cards as prescribed by the Bank from time to time;
Confidential Information	your Account Information, Security Information, any Communications and any other information of a confidential nature;
Contact Centre	the Bank's contact centre which can be reached using the telephone numbers prescribed by the Bank 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;
Corporate Cheque Scanning	the online cheque deposit service available in accordance with Clause 4 of Part 3 using the Device and the Website;
Credit Limit	the maximum amount of credit available on the Commercial Credit Card, as prescribed by the Bank from time to time;
Crossed	the face of the cheque has two parallel lines drawn across it and Crossing shall be construed accordingly;
CSP	the cellular service provider used by you;
Current Account	has the meaning given to it in Clause 1.1 of Part 2;
Customer	a natural or legal person who uses, participates in, purchases or subscribes to any ADCB Offering, referred to as "the Customer" and "You"" and "your" shall be construed accordingly;
Cut-off Time	the latest time in a Business Day at which transactions carried out on that Business Day are processed, as prescribed by the Bank from time to time;
DDS	the Direct Debit System operated by the Central Bank for the purposes of providing a Payer under the DDS with Direct Debits to be made from its bank account with a Paying Bank to the bank account of an Originator held with a Sponsoring Bank with respect to sums due under a contract or arrangement between such Originator and the Payer;

DDS Account	the Account maintained by the Bank in your name and designated for your Originator Name, and to which collections of Direct Debit Payments due to you, under the Originator Name, from the DDS are credited;
DDS Rules	(a) the Rulebook (the Rulebook), together with its appendices, issued by the Central Bank governing the operation and use of the DDS; (b) any forms stipulated by the Central Bank for use in connection with the DDS; (c) the Participant Undertaking; (d) the Originator Indemnity; (e) the System Specification Manual; (f) any compliance criteria published by the Central Bank on its website; and (g) all standards and procedures, circulars or notices issued by or on behalf of the Central Bank in connection with the DDS, and all the foregoing as shall be, from time to time, amended, revised or supplemented;
Debit Card	a debit card issued by the Bank to the Debit Cardholder (and includes new, renewed and replacement Cards);
Debit Card Account	the Account to which the Debit Card is linked;
Debit Card Number	the number printed on the face of a Debit Card, or such other number designated as such by the Bank from time to time;
Debit Card Terms	the terms and conditions set out in Section A and B of Part 4, any other clauses of these Terms and Conditions applicable to Debit Cards and any supplementary terms and conditions applicable to Debit Cards that may from time to time be in force (which, for example, may include such terms included in your Statement of Account);
Debit Card Transaction	any purchase of goods and/or services, Cash Withdrawals or any other transaction effected by the use of a Debit Card, Debit Card Number, PIN, OTP or in any other manner authorised by the Debit Cardholder;
Debit Cardholder	a person appointed and authorised by you to whom a Debit Card is issued by the Bank;
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.
Device	the cheque scanning device supplied to you by the Vendor for use by you and your Users in connection with Corporate Cheque Scanning;
DIFC	the Dubai International Financial Centre;
DIFC Courts	the courts of the DIFC;
DIFC SCT	DIFC small claims tribunal;
Digital Confirmation	any electronic or digital signature (or any other form of electronic confirmation or acceptance);
Direct Debit	an automated method to enable recurrent payments;
Electronic Banking	Mobile Banking, Telephone Banking and/or Internet Banking;
Electronic Instruction	a Mobile Request, Telephone Request and/or an Internet Banking Instruction;

Electronic Signature	the expression in electronic format of your agreement to the content of a document or set of data, which may consist of letters, figures, codes, sounds, fingerprints, stamps or processing systems of electronic form attached or logically linked to an electronic document, verifying your identity and your acceptance of the content and / or data associated thereto.
Establishment Document	any of the following: (a) chamber of commerce and industry membership certificate; (b) municipal trade licence; (c) commercial registration certificate; (d) memorandum and articles of association or any other constitutional documents; (e) any document which sets out your ownership structure and business activities; and/or (f) any other document which the Bank may specify from time to time;
E-Statement	the monthly or other periodic electronic statement issued by the Bank to you and/or a Cardholder (as applicable), showing the balance and transactions on an Account during the period covered by the statement;
Exchange Rate	with respect to the conversion of one currency to another, the prevailing rate of exchange as prescribed by the Bank;
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 Department of the Treasury regulations (as amended from time to time) and any similar legislation or regulations in force in any other jurisdiction from time to time;
Finance Charge	has the meaning given to it in Clause 2.19, Section C, Part 4;
Fixed Term Deposit	has the meaning given to it in Clause 2.1 of Part 2;
Fixed Term Deposit Account	an Account into which you make a Fixed Term Deposit;
Force Majeure	any circumstance beyond the reasonable control of the Bank or its Affiliates (or any provider of services to the Bank or its Affiliates) impacting the Bank's or its Affiliates' ability to perform any of their obligations under these Terms and Conditions including fire, flood, storm, earthquake, explosion, war, hostilities, accidents howsoever caused, strike, labour dispute, lockout, work to rule or other industrial dispute, lack of energy supply, criminal action, terrorist action, civil unrest, embargoes, expropriation or confiscation of facilities, acts of a public enemy, unavailability or impairment of telephone or other communication services, computer or data processing/storage facilities or any other facilities or services used by the Bank or its Affiliates;

Form	any form prescribed by the Bank for a particular purpose (such as an application for a particular ADCB Offering or an instruction to the Bank) which may be completed: (a) in writing, in physical or electronic form; (b) by verbal instruction, in person or over the telephone; (c) by use of an electronic checkbox on the Website; (d) by any electronic or digital method of acceptance including email, fax, SMS, secure messaging or via the MobileApp; and/or (e) any other means of instruction or confirmation prescribed by the Bank from time to time;
Funds Transfer	a transfer of funds out of an Account to another Account or an account at any other bank or financial institution, in AED or any other currency permitted by the Bank, as instructed by you and in accordance with Clause 6 of Part 2
ICCS	the Image Cheque Clearing System established and operated by the Central Bank;
Imaged Cheque	the Image Cheque Clearing System established and operated by the Central Bank;
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;
International Delivery Request	a completed and signed service activation form given by you to the Bank instructing and authorising the Bank to make international delivery of a Token, such request shall include details of a full international delivery address.
Internet Banking	the corporate internet banking services that the Bank makes available on the Website, accessible through the internet network, to enable the electronic receipt and transmission of information, Electronic Signatures and Internet Banking Instructions in relation to an Account;
Internet Banking Instruction	any request or instruction sent by you or on your behalf through Internet Banking;
Internet Banking Terms	the terms and conditions set out in Clause 4 of Part 3 and/or any other supplementary terms and conditions applicable to Internet Banking that may from time to time be in force;
ISP	the internet service provider used by you;
IVR	the Bank's interactive voice response system;
Late Payment Fee	a charge for late payment, which shall be levied if you fail to make any payment due to the Bank by its Payment Due Date;

Liability (whether arising in relation to you, the Bank or any third party) any loss, claim, amount, debt, demand, delay, obligation, expense, damage, cost, proceedings, penalties or charges or any other liability including legal costs, for any loss however caused (whether actual or contingent, primary or collateral, several or joint, and whether or not matured), 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 loss of profit, business revenue, investment, goodwill, anticipated savings or data;

Mandated Turnaround Time the period within which certain actions are to be performed under the DDS as stipulated by the DDS Rules;

Merchant any person supplying goods and/or services who accepts the Card or the Card Numbers as a mode of payment or reservation by the Cardholder;

Minimum Interest the amount of interest or equivalent (as prescribed from time to time by the Bank and without any obligation to give prior notice to you) which must accrue to an Account before you shall be eligible for receiving any interest on that Account;

Minimum Payment Due either:

(a) the sum of the full amounts owing to the Bank for:

(i) the Annual Membership Fee;

(ii) any monthly instalment amounts;

(iii) any amount by which the Credit Limit is exceeded;

(iv) any charge for exceeding the Credit Limit; and

(v) 5% of the principal balance;

or

(b) AED 100,

whichever is higher;

MobileApp any one or more of the Bank'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) made available or accessed through the MobileApp;

Mobile Banking the services which allow you to make Mobile Requests via mobile phones or other mobile devices, issuance of the Alerts and Mobile Requests and any other additional services that may be provided by the Bank to you from time to time using SMS or the MobileApp;

Mobile Banking Account any Account for which Mobile Banking is utilised;

Mobile Device any personal electronic device used by you to access and make use of Mobile Banking (for example, a smart phone or tablet);

Mobile Request a request made using Mobile Banking;

Mobile Response the information or confirmation of execution sent by the Bank to you in response to a Mobile Request, and/or any other measures giving effect to any Mobile Request;

Mobile Terms the terms and conditions 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;

OFAC	the Office of Foreign Assets Control of the US Department of the Treasury;
Originator	a provider of services or goods;
Originator Indemnity	the indemnity required to be provided by you in favour of the Central Bank, the Bank and the Paying Bank in the form prescribed by the Central Bank;
OTP	a one-time password sent to you by the Bank in connection with a Card Transaction or for any other use of an ADCB Offering requiring such a password;
Paper Statement	the monthly or other periodic paper statement issued by the Bank to you and/or a Cardholder (as applicable) showing the balance and transactions on an Account during the period covered by the statement;
Participant	either a Paying Bank or a Sponsoring Bank within the DDS;
Participant Undertaking	the participant undertaking provided by the Bank to the Central Bank in the form stipulated by the Central Bank;
Payer	the person or entity from whom you wish to collect Direct Debit Payments pursuant to the Sponsoring Bank Service;
Paying Bank	the bank with which the Payer holds an account from which the relevant Direct Debit Payment is to be made;
Payment Due Date	the date by which payment of the Total Amount Due and the Minimum Payment Due (if applicable) is to be made to the Bank, as set out in the Statement of Account;
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;
PIN	personal identification number;
Platform	the Website and/or the Internet Banking applications (including pro-cash and pro-trade);
Postdated cheques	is a cheque issued with a future date written on it, it cannot be cashed until the date arrives.
Prevailing Rate	the applicable prevailing rate of interest prescribed by the Bank from time to time and which applies to an Account (including, for the avoidance of doubt, a Commercial Credit Card Account) displayed on a notice board at a Branch, the Schedule of Fees, the Service and Price Guide, the Website or other forum as prescribed by the Bank;
Primary Sponsoring Bank	the Sponsoring Bank which obtains the OIC for an Originator;
Products and Services	has the meaning given to it in Clause 11.9 of Part 1;
Prohibited Country	any country designated from time to time by Sanctions as a country with which dealings are prohibited or substantially restricted;
Qualifying Cheque	any cheque (including a personal, business or manager's cheque or payment order) that is acceptable for deposit and collection based on policies adopted by the Bank from time to time and the regulations of the Central Bank concerning the ICCS;

Records	any data, recording, book, documentation, record or account maintained by the Bank in any form, whether originals or copies, including Customer's image for FacePass, printout, digital, electronic, audio or video in respect of you, your use of any ADCB Offerings, Account Information and any dealings or correspondence with you;
Restricted Person	a person: (a) that is listed on, or owned or controlled by or otherwise connected with a person listed on, a Sanctions List, or a person acting on behalf, or at the direction, of such a person; (b) located in or organised under the laws of a country or territory that is the subject of country- or territory-wide Sanctions (being, at the date of these Terms and Conditions, Iran, Cuba, Sudan, North Korea, Syria and the territory of Crimea), or a person who is owned or controlled by or otherwise connected with, or acting on behalf, or at the direction, of such a person; or (c) that is otherwise the direct or indirect target of Sanctions;
Rulebook	the rulebook, together with its appendices, issued by the Central Bank governing the operation and use of the DDS;
Sanctions	any laws, rules, regulations, decrees, notices or orders (including any executive orders) relating to embargoes, sanctions, anti-money laundering, anti-drug trafficking, anti-terrorist financing, export controls or other similar activities or restrictions, made by any jurisdiction or person, including: (a) any jurisdiction in which the Bank, its Affiliates or any of its customers operates; (b) any jurisdiction through whose financial systems the Bank, its Affiliates or any of its correspondents routes payments; and/or (c) any of the UAE (including the Supreme National Security Council), the United Kingdom (including Her Majesty's Treasury), or any other member state of the European Union, the US (including OFAC, the US Department of Commerce and the US Department of State), the European Union and the United Nations, in each case, made against any other jurisdiction, country, state, region, place, goods, vessel, activity or person and whether or not directly enforceable against the Bank;
Sanctions List	the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty's Treasury of the United Kingdom, the list of terrorist organisations published by the UAE's Supreme National Security Council, the Consolidated United Nations Security Council Sanctions List or any similar list maintained by, or public announcement of a Sanctions designation made by, any jurisdiction and/or government, legislative, supra-national, regulatory or enforcement body (each as amended, supplemented or substituted from time to time);
Schedule of Fees	any schedule of the Bank'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;
Secondary Sponsoring Bank	a Sponsoring Bank which is not a Primary Sponsoring Bank;

Secure Key	any authentication device, token or other security tool (in physical or electronic form) provided to you by the Bank from time to time, allowing you to access any ADCB Offering that the Bank determines requires such secured access protocols;
Security	any collateral, pledge, lien, mortgage, charge, guarantee, assignment, undertaking, signed cheques, promissory note, bill of exchange, cash margin or any other similar security;
Security Information	your User ID, Code, PIN, OTP, TPIN, vocal password, your secret answers to any security questions and any other information that the Bank may require you to provide in order to access any ADCB Offering;
Self Service Terminal	a terminal or device 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;
Service and Price Guide	information provided by the Bank to the Cardholder and to you, providing details of the Charges, interest rates and fees applicable to the Card and associated services which may be amended by the Bank from time to time;
Service Disruption	has the meaning given to it in Clause 11.9 of Part 1;
Services Equipment	any item and/or equipment provided by the Bank or any third party approved by the Bank (whether or not periodically) to you, for the purposes of accessing and utilising Internet Banking, including the Device;
SME	small or medium-sized enterprise;
SMS	short messaging service sent over a mobile phone, email, fax or other modes of communication;
Specific Features	the specific features available and/or supplemental terms and conditions applicable to a particular ADCB Offering, and which shall be disclosed and/or available on, or through, the Website or on such other forum as prescribed by the Bank from time to time;
Spending Limit	the amount of available funds in a Debit Card Account;
Sponsoring Bank	a Sponsoring Bank for the purposes of the DDS and which is either a Primary Sponsoring Bank or a Secondary Sponsoring Bank;
Sponsoring Bank Service	the service provided by the Bank to you in your capacity as Originator under the Originator Name in the DDS, subject to these Terms and Conditions;
Statement of Account	an E-Statement or Paper Statement where applicable;
System Specification Manual	the document issued by the Central Bank addressing, inter alia, the technical specification of message formats for the DDS;
Tax Obligation	any obligation to deduct or withhold for or on account of any tax, levy, impost or other charge or withholding of a similar nature, as well as any related obligation to provide information and make notifications, including any obligation 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 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;

Telephone Banking	the services which allow Telephone Requests to be made over the phone and information to be provided through the Bank's IVR or Contact Centre agents;
Telephone Request	a request made using Telephone Banking;
Telephone Terms	the terms and conditions set out in 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	an ATM, Self Service Terminal or other point of sale terminal approved by the Bank and through which Card Transactions can be effected;
Terms and Conditions	subject to Clause 1.4 of Part 1, these general terms and conditions for your corporate banking relationship with the Bank (including all the parts governing the use of a particular ADCB Offering), the Schedule of Fees, the Service and Price Guide and the terms of any Form in respect of any ADCB Offering, 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 the Bank;
Token	a small electronic device generating a changing random set of numbers which are required for the Users to gain access to Internet Banking;
Total Amount Due	the total amount due in order to avoid incurring a Finance Charge, as set out in the Statement of Account;
Total Outstanding	the total amount (inclusive of the Charges) outstanding on the Commercial Credit Card Account according to the Records at any particular time and as set out in the Statement of Account;
TPIN	the PIN for accessing Telephone Banking;
TSP	the telecommunications service provider used by you;
UAE	the United Arab Emirates;
US	the United States of America;
User	a person who has been appointed to use Internet Banking on your behalf;
User ID	the identification number assigned to a User by the Bank for the purposes of identification;
VAT	any value added tax or any like tax imposed in any jurisdiction from time to time;
Vendor	the third party supplier of the Device approved by the Bank and the Central Bank as notified to you;
Virtual Account	a unique account number(s) assigned within an Account to assist with management of incoming and outgoing transactions. A Virtual Account can be used to make and receive payments on behalf of the Account where the funds are held;
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;
WebEx	the technical support or training service provided by the Bank, or its agents or contractors, in connection with Internet Banking pursuant to Clause 4.24 of Part 3;

Website	www.adcb.com, or any internet website established, operated and/or maintained by the Bank, or on the Bank's behalf, to provide Internet Banking to you, or any other internet domain prescribed by the Bank 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.

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