

# TERMS AND CONDITIONS

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ADCB Private



| PRIVATE

## General Terms and Conditions for Account Operation

Current/Savings/Term Deposit/Call Deposit/ Debit Card/Phone Banking Services

### Section A

#### Account Operation

##### 1. DEFINITIONS

- 1.1 'Bank' means ADCB or any of its branches.
- 1.2 'Customer Account' means an Account opened with the Bank by any person individually or jointly, sole proprietorship, partnership, private joint stock company, public joint stock company, limited liability company, government or semi government establishment, club, association, society, school, trust, joint venture, etc.
- 1.3 'Account Number' is a unique serial number attached to each Account opened with the Bank.
  - 1.3.1 The 'Account Number' is confidential between the customer and the Bank. The customer understands that if he/she divulges the Account Number to any third party he/she does so at his/her sole risk and responsibility.
- 1.4 'Account Holder' means any of the parties detailed in 1.2 above maintaining an Account with the Bank.
- 1.5 'Commercial Papers' are instruments written according to forms specified by law, representing a right, the subject of which is a certain amount of money due for payment at sight or after a fixed determinable time. They are commercially negotiable and commercially acceptable as instruments of payment, instead of money.
  - 1.5.1 'Commercial Papers' include bills of exchange, promissory notes, bearer bonds, cheques and other papers drawn up for commercial purposes which are customarily accepted as instruments of payment in transactions.
- 1.6 'Collection Items' are cheques including post dated cheques and other Commercial Papers received from customers for credit to their Accounts only after final realisation.
- 1.7 'Purchase Items' are cheques and other Commercial Papers other than post-dated cheques received from the customers for immediate credit to their Accounts.
- 1.8 'Discounted Items' are post dated cheques received from customers for immediate credit to their Accounts, in spite of their being dated later than the date of said credits.

- 1.9 'Available Balance' means the current balance less any deposited cheques or other payable orders which are drawn on other banks and have not been cleared.

## 2. DEPOSITS

- 2.1 The Bank shall credit the Customer Account with sums in cash/ cheques /other Commercial Papers which may be deposited for such purpose by the Account Holder.

- 2.1.1 The Bank may, at its discretion, credit the Customer Account with any amount deposited by a third party.

- 2.2 Cheques/other Commercial Papers deposited for collection:

- 2.2.1 The Bank provides the services of collection on behalf of and under the instructions of customers, of cheques and other Commercial Papers, against levy of charges prescribed in the Bank's Tariff of Charges (available at Bank's Branches on application by the customers for their perusal). The handling of such Commercial Papers shall be governed by the regulations laid down in the Commercial Transactions Law No. 18 of 1993.

- 2.2.2 The value of cheques deposited by the customer, other than post dated cheques and cheques drawn on centres where the Bank is not located, will be provisionally credited to the Customer's Account, subject to realisation of cheque proceeds.

- 2.2.2.1 The proceeds of the said cheques/Commercial Papers shall be available for withdrawal by the customer only on their realisation and the clear availability of the realised funds at the Bank.

- 2.2.3 In the event of any of the said cheques/Commercial Papers being dishonoured for any reason whatsoever, the Bank has the right to debit the Customer Account with the value thereof along with interest from the date on which the value was credited to the Customer Account until the date on which the recovery is made by the Bank, along with handling charges.

- 2.2.3.1 The Bank is absolved of any liability arising due to delay in issuance of 'Protest' or non-issuance thereof.

- 2.2.4 The Bank may refuse to accept for collection cheques drawn in favour of third parties or if the payee's name is not identical to the name of the Account Holder as per the records of the Bank or for any other reason.

- 2.2.5 The Bank will not accept for credit to the Account any cheque or draft/Commercial Paper in favour of a third party and 'crossed' or denoted 'Account Payee' (or any words of similar effect). Any cancellation of a 'crossing' or a notation as above shall be null and void.

- 2.3 Interest on Current Accounts:
  - 2.3.1 Credit balances on Current Accounts are generally non-interest bearing as per UAE Central Bank regulations.
  - 2.3.2 Where applicable, the credit balances in the Customer Account will be credited with interest on the basis of the amount of the available credit balance.

### **3. WITHDRAWALS**

- 3.1 Withdrawals may be made only against cleared funds and could be:
  - 3.1.1 In cash, in United Arab Emirates Dirhams. However, if the Customer Account with the Bank is in any currency other than United Arab Emirates Dirhams, provisions under paragraph 4.2 will apply.
  - 3.1.2 Against written orders to pay or transfer.
  - 3.1.3 Against cheques written on forms issued by the Bank in the case of Current Accounts.
  - 3.1.4 On personal application using Savings/Call Withdrawal Forms issued by the Bank in the case of Savings/Call Accounts.
- 3.2 When a cheque/withdrawal form is presented for payment at a Branch other than the Branch at which the Account is held, the Bank shall have the discretion to pay or dishonour it at the Branch where it is presented.
- 3.3 In the event the Bank, either at the Account Holder's specific request or on its own accord, approves the payment of any cheque(s) issued by the Account Holder on the Account, despite the available credit balance in the Account being insufficient to cover the value of the said cheque(s), the said act of the Bank shall not be construed as the grant of a credit facility to the Account Holders and the Account Holder shall forthwith credit the Account with the deficit amounts. Such act by the Bank shall be at its discretion and not be deemed available on similar occasions at later dates.

### **4. FOREIGN CURRENCY ACCOUNTS**

- 4.1 The Account Holder agrees that there are risks associated with Accounts denominated in foreign currencies. Accordingly, it is agreed that the customer is solely responsible for all such risks and any costs and expenses whatsoever arising (including, without limitation, those arising from any international, domestic, legal or regulatory restrictions and possible exchange rate fluctuations) in respect of any such Accounts.
- 4.2 Withdrawals in the currency of such Accounts are subject to the relevant currency being available at the Branch of the Bank on which the withdrawal is demanded.
  - 4.2.1 Deposits to/withdrawals from the foreign currency Account made in the same currency will attract a charge.

- 4.3 Conversion from one currency to another shall be at the rate of exchange as determined by the Bank applicable on the date of transaction.

## 5. CHEQUES

- 5.1 The Account Holder must ensure the safe keeping of the cheque leaves issued to him by the Bank and immediately notify the Bank in writing of any loss or theft, followed by a Police report as per local laws and instruct the Bank on the relative standard forms in writing to stop payment of such cheques.

5.1.1 Failure on the part of the Account Holder to give such notice will absolve the Bank of any responsibility towards the customer for any loss resulting from the misuse of such lost or stolen cheque leaves.

- 5.2 Cheques drawn on the Account will have to be written either in Arabic or English.

5.2.1 The Bank is not obliged to honour cheques written in any other language.

- 5.3 Payment of a cheque drawn by an Account Holder may also be stopped with/by an order of a court with jurisdiction in the United Arab Emirates.

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

5.3.2 The Bank shall levy a charge on all stop payment orders.

- 5.4 The Account Holder must ensure the availability of adequate funds in the Account to meet the cheques issued on the Account. In the absence of adequate funds and if no prior arrangements have been made with the Bank, such cheques would not be honoured.

5.4.1 The Bank will levy a Cheque Returned Charge for each cheque returned for lack of funds in the Account.

## 6. OVERDRAFTS

- 6.1 The customer(s) understand that the Bank, in agreeing to open the Account in his/her/their names, does not in any way, commit itself to grant credit facilities of whatsoever nature to the customer and any discretion to do so rests solely with the Bank.

- 6.2 In the event of the Bank agreeing to grant the Account Holder an overdraft facility, it will be to the extent and for the period for which the Bank may decide in its sole discretion, subject to any conditions which the Bank may stipulate.

- 6.3 The Account Holder undertakes to pay interest on such overdraft at the rate specified by the Bank from time to time. Such interest shall be calculated on the outstanding debit balance on a daily basis and debited to the Account on the last working day of each Month.
- 6.3.1 For the purpose of arriving at such debit balance, the value of cheques/other payable orders drawn on other banks deposited to the Account, and yet to be realised, will not be taken into Account.
- 6.3.2 The Bank, at its discretion, will levy a monthly minimum charge as overdraft interest.
- 6.4 The Bank is empowered to change the rate of interest at any time and without giving prior notice. In all circumstances, the applicable rate is deemed and agreed to have the binding force of a contractual agreement between the Bank and the Account Holder.

## **7. STANDING ORDERS**

- 7.1 The Bank will execute any standing order on behalf of the Account Holder only if there is sufficient clear funds available in the Account on the specified dates.
- 7.2 The Bank will not be responsible for any delays, loss in transit, errors of transmission or errors of the correspondent banks or any circumstances beyond the control of the Bank.
- 7.2.1 The Account Holder agrees to indemnify the Bank against any losses, claims, damages and expenses arising in consequence of the execution or non-execution of any standing order given by him and to absolve the Bank of any responsibility towards the same.
- 7.3 There will be a charge levied for recording, amending and executing standing orders.

## **8. DEFINITIONS**

- 8.1 The Bank, at its discretion, will make inactive any Customer Account on which customer initiated transactions are not made for a period as determined by the Bank and take appropriate action as deemed necessary to safeguard the funds lying in such Accounts.
- 8.2 Once an Account has been made inactive, the Account Holder is required to personally call over at the Branch where the Account is held to re-activate the Account.

## **9. CLOSURE OF ACCOUNT**

- 9.1 The Bank shall agree to close an Account at the Account Holder's request, subject to the Account Holder adhering to the following:
- 9.1.1 Makes the said request in writing preferably on the standard form available at the Bank.

- 9.1.2 Confirms that no cheque(s) issued by him/her will be presented after that date; if not, a list of cheques yet to be presented on the Bank should be provided in writing.
- 9.1.3 Returns to the Bank all unused cheque leaves, Passbooks, Credit Cards (if any), Debit Card, etc. issued by the Bank, for cancellation.
- 9.1.4 Does not have any direct/indirect liabilities to the Bank.
- 9.2 The Bank shall be entitled to close an Account, without any prior intimation to the Account Holder, in the following instances:
- 9.2.1 If four or more cheques issued by the Account Holder during a calendar year are returned unpaid by the Bank due to insufficient funds.
- 9.2.2 If the Account carries a 'zero' balance continuously with no activity in the Account for a period as determined by the Bank.
- 9.2.3 If the Account is inactive as per 8.1 above and carries a balance of less than AED 100/- during a year.
- 9.2.4 For any other reason which the Bank may deem fit.
- 9.3 Account closing charges as decided by the Bank would be levied when the Account is closed.
- 9.4 When an Account is closed for the above reasons, the balance if any, after deducting the Bank's charges etc. will be paid to the Account Holder either in cash or will be forwarded by Cashier's Order/Draft to the last known address of the Account Holder.

## 10. CHARGES

- 10.1 The Bank shall have the right to levy charges for non-maintenance of stipulated minimum balances, Annual Processing Fee on each Account and also for various other facilities provided to the Account Holder which would be displayed on the Notice Board in the Banking Hall or as per the Bank's Tariff of Charges.
- 10.2 The Bank, at its discretion, may amend/add to the charges so displayed on the Notice Board in the Banking Hall and the Bank's Tariff of charges and all such amendments/additions will be binding on the Account Holder even if not intimated in advance.

## 11. RIGHTS OF THE BANK

- 11.1 The Bank will disallow further operations in the Customer Account immediately upon receipt of written information of the customer's death, legal disability or dissolution of Company until the relevant Court or Department appoints the legal successor.

- 11.1.1 The Bank may at any time in its absolute discretion temporarily disallow further operations of an Account in debit, by notifying the Account Holder in writing. The Account Holder shall thereupon agree to pay the amount of any debit balance with interest and other charges.
- 11.1.2 The above requirement for notification will not apply to the closure of Accounts as per 9.2 above.
- 11.2 The Bank is authorised to debit the Account with all expenses and disbursements incurred in recovering amounts owing to it including legal costs and costs of obtaining and realising security.
- 11.3 The customer acknowledges the general lien available in the Bank's favour on all amounts deposited in the Account as well as the credit balances in any Account related to the customer as an individual or as the sole proprietor or as a joint Account Holder (limited up to his share therein) and that the Bank is entitled to apply them without prior notice to the customer, towards payment or satisfaction of any sums of money now or hereafter due from time to time or owing to the Bank by the customer, whether in the capacity of principal or guarantor. The customer also understands that this entitlement of general lien in the Bank's favour is in addition to and not in substitution of and without prejudice to any securities lodged with the Bank presently or in the future.
- 11.3.1 Amounts deposited by the Account Holder or held in the name of the Account Holder shall not be assigned or charged by the Account Holder to any third party including another bank by way of security.
- 11.4 It is agreed that in the event of default in meeting any liabilities to the Bank or if a case is instituted in the Courts of Law against the Account Holder or his/her companies, all credit balances in the name of the Account Holder (borrower) or his/her companies will immediately be applied towards dues to the Bank. No other party shall have any right against such balances till Bank dues (whether such dues be actual or contingent primary or collateral, several or joint) are fully settled.
- 11.5 The Bank's records and entries alone shall be conclusive proof of any transactions between the Account Holder and the Bank.
- 11.6 The Bank shall not be responsible for any loss or damage of any cheque or any other documents, etc. while they are in transit from the Bank to the Account Holder and vice versa.
- 11.7 The Bank will act only upon instructions in writing duly signed by the Account Holder as per the specimen signature last recorded in the Bank.
- 11.7.1 The Bank shall not be responsible to act upon instructions received from the Account Holder via telephone/facsimile until such time the original written message duly signed as per 11.7 above is received.



- 11.8 The Bank shall have the right to freeze credit balances in any of the Accounts in the name of the Account Holder or any associated Account on receipt of a Court Order to this effect.
- 11.9 The Account Holder agrees that the Bank at any time has the right to freeze any funds in his/her/their Account or take any action necessary if the Bank is given to understand that the funds have been obtained through unlawful means. The Bank may also report any money laundering transactions in his/her/their Account to the appropriate authorities.

## ADDITIONAL CONDITIONS FOR SPECIFIC ACCOUNTS

### 12. JOINT ACCOUNTS

- 12.1 The Account Holder agrees that the title of his/her Account will not give any persons any right to the benefits of any particular Current, Savings, Call or any other Account and the Account Opening Forms will determine whether the particular Account is single or joint.
- 12.2 Each of the Account Holders (if more than one) hereby authorizes and empowers the other(s) to endorse for deposit and to deposit with the Bank any and all cheques, notes or other Commercial Papers for the payment of money to or purporting to belong to anyone or all of the Account Holders.
- 12.2.1 If any such instruments are received by the Bank without having been so endorsed, then the Bank shall return to the Account Holder such instruments for necessary endorsement.
- 12.3 In the event of the death or legal disability of any of the individuals constituting the Account Holder, the other individuals shall immediately (but in any event not later than ten (10) days after such death or disability) notify the Bank of such occurrence. The operations of the Account will then be temporarily suspended until the legal successor/ward to the deceased or disabled individual is appointed by the relevant court or department.
- 12.4 Any overdraft or other obligations incurred on the Account or otherwise shall be the joint and several liability of each and every Joint Account Holder.
- 12.5 If the Bank receives conflicting instructions from different signatories/Account Holders, the Bank shall have the right to temporarily suspend the operations of the Account, and to request a fresh mandate from all the signatories or Account Holders before giving effect to any such instructions.

### **13. ILLITERATE CUSTOMER ACCOUNTS**

- 13.1 An illiterate Account Holder shall be required to provide copies of a recent photograph to be attached to the mandate specimen signature Card to facilitate identification.
- 13.2 Cheque leaves or a Debit Card will not be issued to an illiterate Account Holder.
- 13.3 Withdrawals will be allowed only on personal application and identification of the Account Holder at the Branch where the Account is held.
  - 13.3.1 Third party withdrawals will not be honoured even if the Available Balance covers the amount of the withdrawal.

### **14. ACCOUNTS OF MINORS**

- 14.1 A Current Account will not be opened in the name of a minor as per guidelines of the UAE Central Bank.
- 14.2 The guardian of a minor, who has authority to operate the Account will cease operations on the Account when the minor attains majority and/or assumes sole signatory power over the Account.
- 14.3 The guardian indemnifies the Bank against any loss that the Bank may incur by reason of any claim, by or on behalf of the minor, and will be personally liable to pay such claim immediately upon demand.

### **15. ACCOUNTS IN THE NAME OF COMMERCIAL ESTABLISHMENTS/ INSTITUTIONS**

- 15.1 Customers in the category of commercial establishments/ institutions undertake to advise the Bank immediately of any changes in their constitution, i.e. legal status, and any other relevant information.
- 15.2 They also undertake to periodically provide the Bank with copies of the following renewed documents, as the case may be:
  - 15.2.1 Chamber of Commerce & Industry Membership Certificate.
  - 15.2.2 Municipal Trade License.
  - 15.2.3 Trade Registration Certificate.
  - 15.2.4 Memorandum and Articles of Association.
  - 15.2.5 Authority to Operate Account.

### **16. SAVINGS ACCOUNTS**

- 16.1 Cheque books will not be issued for Savings Accounts as per regulations of the UAE Central Bank.

- 16.2 The Account Holder may choose to have a Passbook. However, the entries concerning transactions in individual Savings Accounts recorded in the Bank's primary books will only be accepted by the Bank as being a true record of operations/activity in the Account.
- 16.2.1 In the event of the Passbook being lost or stolen, a duplicate Passbook will be issued to the Account Holder only after obtaining a proper indemnity favouring the Bank.
- 16.2.2 A charge as determined by the Bank will be levied for issue of a duplicate Passbook.
- 16.3 A Debit Card will not be issued to an Account Holder who has opted to have a Passbook.
- 16.4 Interest at the stipulated rate prevailing at the time will be calculated on the minimum monthly Available Balance and credited to the Account half yearly on the last working day in June and December.
- 16.4.1 If the actual interest computed as per 16.4 above for a half year is less than AED 15/- (subject to change as per the Bank's discretion) the Account Holder shall be ineligible for any interest.
- 16.5 A charge as determined by the Bank will be levied for each withdrawal in excess of four withdrawals (excluding transactions originated by use of a Debit Card) in any calendar Month.
- 16.5.1 The charge detailed in Clause 16.5 will not be applicable to 'Non-Interest Bearing Savings Accounts'.

## 17. CALL DEPOSIT ACCOUNTS

- 17.1 Cheque books will not be issued for Call Deposit Accounts.
- 17.2 Only four withdrawals will be allowed during a Month with an interval of seven (7) days between each withdrawal.
- 17.3 Interest on the daily Available Balance will be calculated at the prevailing rates for the currency of deposit and credited to the Account on the last working day of each Month.
- 17.3.1 The prevailing interest rates are displayed on a Notice Board located at the Banking Hall in the Branch premises.
- 17.3.2 If the actual interest computed for the Month as per 17.3 above is less than AED 10/- or equivalent (subject to change as per the Bank's discretion) the Account Holder shall be ineligible for any interest.

## 18. FIXED DEPOSITS

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

- 18.1.1 Deposit amount cannot be increased/decreased during the tenure of deposit.
  - 18.1.2 Fluctuations in the market rates of interest for deposits shall not affect the rates determined and applied on the deposit until the maturity.
  - 18.1.3 In the event of premature upliftment of a deposit, interest on the deposit would be computed either at 1% p.a. less than the interest rate applicable for the actual period for which the deposit has run from the original date of deposit (or from the date of last renewal) or encashment, whichever is lower.
- 18.2 In the event of non-receipt of renewal instructions at least two working days prior to the maturity date of the deposit, with or without interest, will be renewed without notice for a similar period at the interest rate prevailing at the time.

## **19. GENERAL**

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

## **Section B Debit Card**

Debit Cards shall be governed by the following terms and conditions in Section B ("Terms and Conditions"). Other terms and conditions governing the Account(s) with the Bank will continue to be applicable save where such other terms and conditions are in conflict with these Terms and Conditions, in which event these Terms and Conditions will govern Debit Cards. By signing, activating or using the Debit Card the Account Holder acknowledges and accepts these Terms and Conditions any supplementary terms and conditions that may, from time to time be in force and the Bank's General Terms and Conditions for Account Operation.

### **1. DEFINITIONS**

Capitalised terms used herein and not defined in this Section B shall have the meaning given to such terms in the General Terms and Conditions for Account Operation.

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

- 1.1 'Account' means the current, savings or deposit account of the Debit Cardholder with the Bank for the purpose of settlement of all Debit Card Transactions.

- 1.2 'ATM' means an automated teller machine or any Debit 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 the Debit Card.
- 1.3 'Bank' means Abu Dhabi Commercial Bank PJSC, its successors and assignees.
- 1.4 'Cash Withdrawal' means any amount obtained by use of the Debit Card or the PIN or in any manner authorised by the Debit Cardholder from an ATM, the Bank or any other bank or financial institution for debit to the Account.
- 1.5 'Cash Withdrawal Fee' means the fee that may be charged by the Bank to the Account each time a Debit Cardholder makes a Cash Withdrawal.
- 1.6 'Charges' means amounts payable by the Debit Cardholder arising from the use of the Debit Card or the Debit Card Number or the PIN or under these Terms and Conditions and includes, without limitation, all Card Transactions fees, finance charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Account.
- 1.7 'Chip' means a secure, microprocessor embedded in the Debit Card to provide a comprehensive payment service as a feature of the Debit Card(s) allowing an advanced verification mechanism and convenient usage options. Failure to input the correct PIN may restrict the usage of the card based on the set criteria of the Bank.
- 1.8 'Debit Card' means a debit card issued by the Bank to the Debit Cardholder (and includes primary, supplementary, new, renewed and replacement Card(s)), which is used to enable Debit Card Transactions, access funds in an Account or an authorized overdraft. 'MasterCard PayPass Debit Card' means a Debit Card issued by the Bank and programmed with contactless technology allowing its holder to tap the debit card on the PayPass readers at selected merchant outlet until the transaction is completed; such Debit Card's applicable features and terms and conditions may be amended, modified and/or cancelled at the Bank's sole discretion without prior notice.
- 1.9 'Debit Cardholder' means an Account Holder to whom a Debit Card bearing that individual's name is issued by the Bank, and includes the Primary Debit Cardholder and Supplementary Debit Cardholder(s).
- 1.10 'Debit Card Number' is the number printed on the face of the Debit Card.

- 1.11 'Debit Card Transaction' means the amount debited to an Account by the Bank for purchase by the Debit Cardholder of goods and/or services, benefits or reservation (including without limitations any reservation made by the Debit Cardholder for air, ship, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation, rental or hire, whether or not utilized by the Debit Cardholder) and/or Cash Withdrawals by the use of the Debit Card and/or the PIN, regardless of whether a Debit Cardholder signs a sales slip or Cash Withdrawal slip or other voucher or form.
- 1.12 'Merchant' means any corporate entity, person or other establishment supplying goods and/or services who accepts the Debit Card or the Debit Card Number as a mode of payment or reservation by the Debit Cardholder for purchase of goods and/or services from the Merchant.
- 1.13 'Month' means calendar month.
- 1.14 'Personal Identification Number' or 'PIN' means, in relation to a Debit Cardholder, the personal identification number selected by the Debit Cardholder to enable the Debit Card to be used at Self Service Terminal and/or ATM and/or Point Of Sales and/or retails outlets; furthermore a Cardholder may be required to sign for the transaction instead of being asked to enter the PIN; and the Bank reserves the right at its sole discretion to add, replace, or cancel any manner it deems appropriate.
- 1.15 'Primary Debit Cardholder' means a person other than a Supplementary Debit Cardholder who is issued a Debit Card and who is the first account holder of the Account.
- 1.16 'Self Service Terminal' means a terminal or device that is self operated that reads captures and transmits Debit Card information in an unattended environment and provides the user of the Debit Card with the product and/ or service requested.
- 1.17 'Spending Limit' means the amount of available funds in an Account or the authorized overdraft limit assigned to an Account.
- 1.18 'Statement of Account' means the monthly or other periodic statement issued by the Bank to the Debit Cardholder showing particulars of the Debit Card Transactions conducted during the period covered by the statement.
- 1.19 'Supplementary Debit Card' means a Debit Card issued to the Supplementary Debit Cardholder at the request of the Primary Debit Cardholder.
- 1.20 'Supplementary Debit Cardholder' means the person who has been issued a Supplementary Debit Card.

- 1.21 'Terminal' means an ATM, Self Service Terminal or other point of sale terminals approved by the Bank and through which Debit Card Transactions can be performed.
- 1.22 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. Words implying person shall include a sole proprietor, individual partnership firm, company, corporation or other natural or legal person whatsoever. Headings are for convenience only and shall not affect the interpretation of any provision in these Terms and Conditions.

## 2. THE CARD

- 2.1 A Debit Card may at the Debit Cardholder's request be issued by the Bank in its discretion to enable the Debit Cardholder to effect Debit Card Transactions at any Terminal located within or outside the U.A.E.
- 2.2 The Debit Card may be collected by the Debit Cardholder from the Bank or, at the risk of the Debit Cardholder, be sent by post or courier to the address notified by the Debit Cardholder.
- 2.3 Upon receipt of the Debit Card, the Debit Cardholder shall sign the Debit Card immediately. The Bank may, additionally, in its discretion require the Debit Cardholder to complete mandatory procedures in order to activate the Debit Card. Until such procedures (if any) have been completed, no Debit Card Transactions may be undertaken with the Debit Card.
- 2.4 In the event the Debit Cardholder does not wish to have a Debit Card and/or does not wish to be bound by these Terms and Conditions, the Debit Cardholder must cut the Debit Card in half and return both halves to the Bank.
- 2.5 The use of the Debit Card by a Debit Cardholder will constitute binding and conclusive evidence of the Debit Cardholder's acceptance of these Terms and Conditions.
- 2.6 The Debit Card is and will, at all times remain the property of the Bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorised agent. The Bank reserves the right to withdraw the Debit Card at its absolute discretion and/or terminate the Debit Card with or without (in its absolute discretion) prior notice and in whatever circumstances it deems fit.
- 2.7 The Debit Card has a built in Chip feature in addition to the magnetic stripe. The Chip is a secure payment mechanism which is only

accepted in certain countries. The Chip may be used at Terminals by using the Debit Card and Debit Cardholder's signature.

- 2.8 The Debit Card is issued entirely at the risk of the Debit Cardholder and the Bank shall bear no liability whatsoever for any loss or damage arising from the issue, use or the inability to use of the Debit Card, howsoever caused.
- 2.9 The Debit Card is issued on the basis that all Debit Card Transactions initiated with the Debit Card will be debited or credited to the Account. The Debit Cardholder understands that all withdrawals (whether in UAE Dirhams or a foreign currency) will be subject to single, daily and other limits determined from time to time by the Bank.
- 2.10 The Bank is authorised to debit the Account with all expenses relating to processing of transactions, fees and charges relating to the issue/reissue of the Debit Card(s) and any other charges relating to the use of the Debit Card.
- 2.11 The Debit Card is not transferable and the Debit Cardholder may not pledge the Debit Card as security for any purpose whatsoever.
- 2.12 The Debit Cardholder under no circumstances whatsoever will allow the Debit Card and/or PIN to be used by any other individual and shall at all times ensure that the PIN is not disclosed to any person and that the Debit Card is kept in a safe place.
- 2.13 The Bank may from time to time at its discretion and without prior notice change the available benefits and the scope of the services provided by the Bank in relation to the Debit Card.
- 2.14 The Debit Cardholder accepts the Bank's record of all Debit Card Transactions as conclusive and binding for all purposes.
- 2.15 The Bank shall not be liable to the Debit Cardholder or to a third party for any failure in performing the Bank's obligations or providing any service including if the Debit card is not honoured or accepted nor if the Debit Cardholder or any third party incurs any loss or injury including by reason of any mechanical or other malfunction in connection with any computer, telecommunications, technical or non-technical failure.

### **3. USE OF THE CARD**

- 3.1 The Debit Card may be used for Debit Card Transactions:
  - (a) up to the Spending Limit, and
  - (b) within the validity period on the Debit Card.
- 3.2 It is the Debit Cardholder's responsibility to ensure that sufficient funds are maintained in the Account or an authorized overdraft is available prior to entering into any Debit Card Transaction. If, however, for whatever reason, the use of the Debit Card exceeds



any such available balance or facility, the Debit Cardholder shall forthwith pay to the Bank, upon demand by the Bank, the full sum by which such available balance or facility is exceeded. In the event of failure to comply with this condition, the Bank reserves the right to cancel the Debit Card and/or make a transfer from any other Account of the Debit Cardholder with the Bank.

- 3.3 In the event the Account is debited by an amount in excess of the available funds or the authorised overdraft limit and funds are not transferred to clear such excess drawings within one (1) business day, interest will be charged to the Account at the Bank's rate applicable for unauthorized overdrafts at that time, subject to minimum charges as determined by the Bank from time to time.
- 3.4 If the Account does not have sufficient funds or an authorized overdraft limit to cover the amount of an authorization request, the Bank reserves the right, at its sole discretion, to decline the Debit Card Transaction.
- 3.5 The Bank shall have the discretion from time to time to set or change the daily cut-off time without notice or responsibility to the Debit Cardholder. Any transaction by use of the Debit Card after such cut-off time shall be treated as a next working day value transaction.
- 3.6 If a Debit Cardholder loses or damages his Debit Card or requires renewal, replacement or additional Cards, the Bank may at its discretion issue such Debit Card or Cards, as the Debit Cardholder may require.
- 3.7 The Debit Cardholder undertakes to act in good faith at all times in relation to all dealings with the Debit Card and the Bank.
- 3.8 The Bank shall be entitled to, at any time and without notice and without giving any reason and without liability towards the Debit Cardholder, withdraw and restrict the Debit Cardholder's right to use the Debit Card or to refuse to authorize any Debit Card Transaction.
- 3.9 The Debit Card may be used locally and/or internationally at designated Merchants and Terminals. The Debit Card may also be used for Cash Withdrawals, balance enquiries, deposit of cash/cheques, transfer of funds and other services that the Bank makes available from time to time.
- 3.10 All withdrawals and other transactions made with the Debit Card outside the United Arab Emirates or otherwise in a foreign currency constitute a payment at the Bank's branches in the United Arab Emirates and a remittance to the country where the withdrawal or transaction is effected (at the Bank's prevailing rates of exchange).

- 3.11 The number, amount and currency of withdrawals shall be limited and subject to any restrictions of the Terminal as required under applicable laws and regulations or by these Terms and Conditions.
- 3.12 Use of the Debit Card outside the United Arab Emirates shall not in any way (i) cause the Account to be treated as or deemed to be an account domiciled in any other country in which the Bank has a presence or (ii) cause or give rise to any liability to any other branch, subsidiary, parent or affiliate of the Bank located in such other country.
- 3.13 The Debit Cardholder agrees that his/her right to use of the Debit Card is subject to the laws, rules and regulations (including without limitation, any exchange controls, regulations or limitations) of the United Arab Emirates, the country in which the Debit Card is used and the bank or financial institution that owns the Terminal.
- 3.14 Use of the Debit Card at any ATM of the Bank or of any other bank or financial institution with whom the Bank has an agreement for the use of the ATM of the said bank or institution in which case the amount of each withdrawal will be further subject to the applicable daily withdrawal limit of the ATM.
- 3.15 The Debit Cardholder will select a PIN to be used in conjunction with the Debit Card when effecting a Cash Withdrawal, or a purchase at retail outlets or any other Debit Card Transaction, if applicable. Debit Cardholder may be required to sign for the transaction instead of being asked to enter the PIN.
- 3.16 The Debit Cardholder should, under no circumstance whatsoever, disclose the PIN to any other person. MasterCard PayPass Debit Cardholder shall tap the debit card on the MasterCard PayPass reader for small value purchases and may not be required to enter his/her PIN or sign for the transaction except for security reason. The Bank is authorized to deduct the amount of any transaction carried out by use of MasterCard PayPass Debit Card with or without use of the PIN or by use of PayPass Debit Cardholder details from his account, whether such instructions have been given or not. PayPass Debit Cardholder understands that all withdrawals (whether in UAE Dirham or a foreign currency) will be subject to single, daily and other limits determined from time to time by the Bank. The maximum value of a single transaction MasterCard PayPass may vary from country to country. These limits may be varied by the Bank at any time by giving MasterCard PayPass Debit Cardholder notice by post, email or at Bank branches, or by posting on Bank website.
- 3.17 The use of the Debit Card by the Debit Cardholder to make a Cash Withdrawal shall be deemed to constitute the agreement of the Debit Cardholder to pay charges on each Cash Withdrawal (if applicable) as prescribed by the Bank from time to time.

- 3.18 The Debit Card may be used to purchase goods and services via the internet but may not be used to purchase goods and services by telephone or mail order, or by any other means where the Debit Card is not physically present with the Debit Cardholder at the time of the transaction.
- 3.19 Each Debit Card Transaction attempted or made with the Debit Card will be subject to prior authorization by the Bank. The Bank reserves the right to authorize or decline a Debit Card Transaction and will take into account all previous payments that have been authorised, made or agreed to be made from the Account, whether or not such payments have actually been deducted from the Account.
- 3.20 The Bank may also refuse to authorize a Debit Card Transaction if it considers that the Debit Card or Account is being misused or if the Bank suspects fraudulent use of the Debit Card. As part of its authorization and fraud prevention procedures, the Bank may refer an authorization request back to the Merchant, requesting further details about the Debit Cardholder or a further form of Debit Cardholder identification.
- 3.21 The Bank may at any time, at its discretion, without prior notice, without giving any reason and without any liability to the Debit Cardholder, refuse to authorize any the Debit Card Transactions, or withdraw, restrict or suspend the Debit Cardholder's right to use the Debit Card or impose limits on all or some categories of transactions carried out with a Debit Card notwithstanding, inter alia, that the Debit Cardholder has adequate funds available in the Account(s) or credit facilities available in the Account.
- 3.22 The Debit Cardholder will be responsible for all transactions recorded in his/her Account regardless of whether (1) the transactions were processed with the Debit Cardholder's knowledge or express or implied authority or (2) the transactions may be the result of a fraudulent act. The Debit Cardholder hereby authorizes the Bank to debit the Account(s) with the amount of any withdrawal, transfer or transaction in accordance with the Bank's record of transactions.
- 3.23 The Debit Cardholder authorizes the Bank to debit any of the Account(s) with the amount of any withdrawal or other transaction effected by use of the Debit Card.
- 3.24 All transactions and obligations arising from the use of the Debit Card in relation to a joint account shall be binding on, and be the joint and several obligations of, all the joint account holders. For the avoidance of doubt, these Terms and Conditions and all transactions hereunder will be binding on all Account holders and authorized users (including any Supplementary Debit Cardholders).

The joint account holders shall indemnify the Bank (on a joint and several basis) against any loss, damage, liability, costs and expenses, incurred or suffered by the Bank by reason of any breach of these Terms and Conditions by any authorized user (including any Supplementary Debit Cardholders). Other than the authorized users (including any Supplementary Debit Cardholders) for the relevant Account(s), the Debit Cardholder will not allow any other person to use a Debit Card.

- 3.25 With respect to goods or services acquired with a Debit Card, the Bank shall not be responsible or in any way liable to the Debit Cardholder or any third party (1) for any defect or deficiency in such goods or services, (2) for any breach or non-performance by a third party or (3) for any loss or injury including by reason of any mechanical or other malfunction of any such goods.
- 3.26 The Bank shall be entitled to treat the following as evidence of a transaction properly concluded by the Debit Cardholder through the use of a Debit Card:
- (1) any transaction record, credit voucher, cash disbursement slip or other charge record bearing the imprint or other reproduction of embossed information printed on a Debit Card and duly completed; or
  - (2) the Bank's record of any transactions effected by the use of a Debit Card including but not limited to any record in any medium related to transactions effected via mail order, the telephone or the internet.
- 3.27 If a transaction disputed by the Debit Cardholder is subsequently proven to have been originated by him, the Bank retains the right to charge-back, as from the date when the transaction took place, the transaction amount along with the Bank's prevailing fees, interest or charges and any additional fees and expenses incurred by the Bank in the investigation thereof.
- 3.28 The Bank will credit the Account with the amount of any refund only upon receipt of a properly issued credit voucher from the third party merchant or other establishment.
- 3.29 In the event of any dispute between the Debit Cardholder and any merchant or third party bank or financial institution or any other person, the Debit Cardholder's liability to the Bank shall not in any way be affected by such dispute or any counterclaim or right of setoff that the Debit Cardholder may have against such merchant, bank or financial institution or person.

#### **4. DEPOSIT OF CASH, CHEQUES AND OTHER INSTRUMENTS**

- 4.1 Cash, cheques and/or other instruments may only be deposited at certain designated ATMs and Self Service Terminals located within the United Arab Emirates using the Debit Card. All credits of cash, cheque and/or other instruments to an Account will be done only after verification by the Bank. The amount of the deposit verified

by the Bank shall be deemed the correct amount of the deposit. The record issued by any terminal only represents what the Debit Cardholder claims to have deposited. Cheques that are deposited will be sent for collection and the funds will be available only after the cheques have cleared in accordance with the terms hereunder and the Bank's other policies and procedures.

- 4.2 Where a Debit Cardholder chooses to utilize the funds transfer or bill paying facilities through ATMs or other Self Service Terminals, the Debit Cardholder will be solely responsible to advise the correct Account to which transfers are to be made and the correct consumer/reference numbers relative thereto, in the prescribed form provided and also to advise the Bank of any changes in the consumer/reference numbers in future.
- 4.3 When a Debit Cardholder uses an ATM or other Self Service Terminal to transfer funds from one Account to another predetermined Account within the Bank, it is the Debit Cardholder's sole responsibility to select the correct key to indicate the Account to which he wishes to transfer the funds. The Bank shall not be liable for the Debit Cardholder's keying errors.
- 4.4 The Bank shall not be a party to queries or disputes regarding excess, insufficient, late or incorrect payment to Accounts, or disputes, of any nature whatsoever that may arise between the Debit Cardholder and the designated recipient of a payment. The Bank shall not be liable for any loss or damage arising directly or indirectly from the utilization of the funds transfer facility.

## 5. FEES AND CHARGES

- 5.1 Use of Debit Card is subject to the Bank's schedule of fees and charges as published from time to time. Details for these fees and charges are available on the website [www.adcb.com](http://www.adcb.com) and are available upon request. A schedule of the fees and charges is displayed at every branch of the Bank and copies can also be obtained by contacting the Bank's Contact Centre.
- 5.2 The Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the fees, handling charges, additional charges or the charges or fees for services.
- 5.3 All charges levied on the Debit Cardholder shall be in the billing currency of the Account.
- 5.4 A handling charge as prescribed by the Bank is payable by the Debit Cardholder to the Bank immediately upon a request by the Debit Cardholder to the Bank to issue a replacement Debit Card. Additional Charges as prescribed by the Bank are payable by the Debit Cardholder to the Bank immediately upon the request by the

Debit Cardholder to the Bank for the provision of copies of sales vouchers/Cash Withdrawal slips and any further services that the Bank may provide from time to time.

- 5.5 A Debit Card Transaction in a currency other than in UAE Dirhams will be converted into UAE Dirhams at the Bank's rate of exchange for the foreign currency. The Bank may in its discretion charge a processing fee and other charges at the Bank's prevailing rates for all foreign currency transactions. The Debit Cardholder will reimburse the Bank for all costs and expenses the Bank incurs as a result of such transactions.
- 5.6 A service charge will be levied on all Debit Card Transactions made with the Debit Card at ATMs not belonging to the Bank both within the United Arab Emirates and overseas in accordance with the Bank's tariff for such transactions.

## **6. SUPPLEMENTARY DEBIT CARD**

- 6.1 The Bank may in its absolute discretion issue a Supplementary Debit Card to a person nominated by a Debit Cardholder and approved by the Bank.
- 6.2 These Terms and Conditions shall also apply to the Supplementary Debit Cardholder. Every Supplementary Debit Cardholder shall be jointly and severally liable with the Primary Debit Cardholder for costs, for all goods, services, Cash Withdrawals obtained and all transactions generated by the use of the Debit Card including the Supplementary Debit Card.
- 6.3 The Primary Debit Cardholder and the Supplementary Debit Cardholder shall not permit the total of the Charges incurred through their respective Cards to exceed the overall Spending Limit on the Account.
- 6.4 The expiration or termination of the Debit Card held by the Primary Debit Cardholder shall not terminate the Supplementary Debit Card issued to the Supplementary Debit Cardholder. The Primary Debit Cardholder may, at any time, request the Bank in writing to cancel the Supplementary Debit Card. The termination of the Supplementary Debit Card, for whatever reason, shall not terminate the Debit Card issued to the Primary Debit Cardholder. Notwithstanding the foregoing, the Primary Debit Cardholder shall at all times remain liable for any undertakings, liabilities and obligations of the Supplementary Debit Cardholder.
- 6.5 The undertakings, liabilities and the obligations of a Primary Debit Cardholder and the Supplementary Debit Cardholder to the Bank and the Bank's rights herein shall not be affected in any way by any dispute between the Primary Debit Cardholder and the Supplementary Debit Cardholder.

- 6.6 The Primary Debit Cardholder shall indemnify the Bank against any loss, damage, liability, costs and expenses incurred by the Bank by reason of any legal disability or incapacity of the Supplementary Debit Cardholder or any breach of these Terms and Conditions by the Supplementary Debit Cardholder.

## 7. LOSS OF CARD AND/OR PIN

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

## 8. TERMINATION

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

## **9. EXCLUSION OF LIABILITY**

- 9.1 The Debit Cardholder undertakes and agrees to indemnify the Bank and hold it harmless against any loss, damage, liability, costs and expenses, whether legal or otherwise, which the Bank may incur under these Terms and Conditions including, without limitation (a) any breach thereof by the Debit Cardholder or (b) the enforcement of the Bank's rights as herein provided. All costs and expenses including attorneys' fees incurred by the Bank in enforcing and seeking to enforce these Terms and Conditions or otherwise, may be debited to any Account(s) of the Debit Cardholder with the Bank and shall be paid by the Debit Cardholder.
- 9.2 The Bank shall not be responsible for any liability, loss or damage whatsoever, caused to or suffered by the Debit Cardholder as a result of (a) the Bank or a Merchant or other bank or financial institution or any ATM or other party refusing to allow a Debit Card Transaction or refusing to accept the Debit Card or the Debit Card Number or the PIN or refusing to extend or provide Cash Withdrawals; (b) for any defect or deficiency in the goods or services supplied to the Debit Cardholder by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Debit Card Transaction; (c) the malfunction of any Terminal or disruption of communication systems, bank or other domestic/ international payment networks; (d) the enforcement of the Bank's rights as herein provided; (e) any injury to the credit character and reputation of the Debit Cardholder in and about the repossession of the Debit Card; (f) any misstatement, misrepresentation, error or omission in any details disclosed by the Bank; (g) any transactions that may be the result of a fraudulent act (unless if such fraud has been caused by an employee of the Bank) and/or (h) any dispute between the Debit Cardholder and any Merchant or bank or financial institution or any other person.

## **10. NOTICES**

In addition to any notice requirements contained elsewhere in this document

- 10.1 If the Debit Cardholder leaves the United Arab Emirates to take up residence elsewhere, the Debit Card including all Supplementary Card(s) must be returned to the Bank fourteen (14) days prior to the Debit Cardholder's departure from the United Arab Emirates and the use of the Debit Card including all Supplementary Card(s) shall be deemed to have been terminated. Upon such termination, the annual fee paid shall not be refundable.
- 10.2 All communications under these Terms and Conditions sent to the Primary Debit Cardholder or the Supplementary Debit Cardholder shall be deemed to be communication sent to both.

## **11. DOCUMENTARY REQUIREMENTS**

- 11.1 The Debit Cardholder undertakes to promptly furnish the Bank upon request all documents including incorporation documents,



business licences and permits which the Bank may require in connection with the issue of a Debit Card.

## 12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 The issue and use of the Debit Card and these Terms and Conditions are governed by the laws of the United Arab Emirates.
- 12.2 Any dispute or difference between the Bank and the Debit Cardholder arising in respect of the Debit Card, the Account, any funds therein or these Terms and Conditions will be submitted to resolution by the civil courts of the United Arab Emirates.

## Section C

### ADCBMobile - Mobile Phone Banking Services

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

## 1. DEFINITIONS

Capitalised terms used herein and not defined in this Section C shall have the meaning given to such terms in the Bank's General Terms and Conditions for Account Operation.

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

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

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

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

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

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

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

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

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

## **2. GENERAL**

- 2.1 The Account Holder acknowledges and agrees that the Mobile Banking Services comprises of Alert services, Request services and Location services.
- 2.2 Under the Alert services the Bank will send the Account Holder customized alert messages with respect to events and/or transactions relating to the Account Holder's Mobile Banking Account(s) with the Bank. The Account Holder understands that the Bank may, from time to time, send the Account Holder additional Alerts that are relevant to the Account Holder's Account(s) or the Bank's products. The Account Holder consents to receipt of such Alerts. The Account Holder may request the Bank not to send the Account Holder Alerts unrelated to the Account Holder's Account(s).
- 2.3 Location Services are an integral part of certain features in the downloadable mobile application and through usage of these features, the Account Holder is in consent to enable and share the mobile device location information which may be used by the Bank - to be displayed on a map, be associated with messages, specific alerts, status updates, alarms and any other features which are introduced from time to time using such location specific information; such Mobile Banking Services and terms and conditions may be amended, modified, and/or cancelled at the Bank's sole discretion without prior notice.
- 2.4 Under the Request services, the Account Holder can send a request by way of a SMS to a telephone number provided by the Bank requesting information relating to the Account Holder's Mobile Banking Account(s) or executing transactions relating to the payment of utility bills, internal and external transfer of funds to or from any Account and/or the payment of credit card bills, card activation, cheque book request, top up and/or renewal of Al Wasel and other similar programs and such other transactions that the Bank may introduce from time to time. Upon execution of the transaction, the Bank shall send an SMS to the Account Holder as confirmation.
- 2.5 In order to avail the Mobile Banking Services, the Account Holder must register for Mobile Banking Services at one of the Bank's branches or through ADCB@active, ADCB's Phone Banking Service,

or by way of an SMS to a telephone number provided by the Bank for this purpose. The Account Holder understands that such registration for the Mobile Banking Services will be deemed to be the Account Holder's agreement to these Terms and Conditions. The Bank reserves the right to accept or refuse the Account Holder's registration application without providing any reason whatsoever.

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

### 3. AVAILABILITY

- 3.1 The Mobile Banking Services are available to the Account Holder at the Account Holder's request.
- 3.2 The Alerts and Requests will be sent to the Account Holder only if the Account Holder is within the coverage area of the CSPs or within the areas forming part of the roaming network of such CSPs.
- 3.3 The Bank may, if feasible, extend the Mobile Banking Services to other cellular service providers as will be notified by the Bank from time to time.

### 4. PROCESS

- 4.1 To receive Alerts, the Account Holder will need to provide the Bank with set Triggers either (i) over the Bank's website through ADCB@active; (ii) through ADCB's Phone Banking Service; or (iii) by written instructions.
- 4.2 The Account Holder is responsible for informing himself with the process for using Mobile Banking Services and the Bank is not responsible for any error by the Account Holder in setting his Triggers.
- 4.3 To set Triggers through the Bank's website, the Account Holder may be required to use the ADCB@active and the terms and conditions relating thereto will apply. To set Triggers through ADCB's Phone Banking Service the Account Holder will be required to use his TPIN (as defined in the Section E) and the terms and conditions of ADCB Phone Banking Service will apply to such usage. The terms and conditions relating to the ADCB@active and ADCB Phone Banking Service must be read in conjunction with and in addition to these Terms and Conditions. To set the Triggers by written instructions, the Account Holder must fill in the prescribed application form and sign the same and deliver it by fax/courier to the Bank in order for the Bank to set the Alerts for the Account Holder after verification of such application.

- 4.4 The Account Holder acknowledges that the Bank may at a later stage send Alerts and Requests via additional mediums of communication. Initially, Alerts and Requests shall be sent via e-mail and/or through SMS messages to the mobile phone of the Account Holder. The Bank may, from time to time, change the features of any Trigger or Alert or Request. The Account Holder shall be responsible for keeping himself updated as to the available Triggers or Alerts or Requests, which will be notified by the Bank over its website. The Account Holder may, from time to time, change or add to the Triggers he has selected without completing a new registration.
- 4.5 The Account Holder accepts that all information/ instructions/ Triggers/Requests will be transmitted to and/or stored at various locations and will be accessed by personnel of the Bank (and its affiliates) within or outside the United Arab Emirates. The Account Holder hereby consents to such transfer, storage and/or access.

## **5. JOINT ACCOUNTS**

- 5.1 For joint accounts the Mobile Banking Services shall be available only to the primary or first named signatory of the Customer Account.

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

- 6.1 The Bank will neither acknowledge receipt of any Triggers set by the Account Holder nor be responsible to verify any Triggers, Requests or the Account Holder's mobile phone number. The Bank will endeavour to give effect to Triggers and/or Requests on a best effort basis and as soon as reasonably practicable.
- 6.2 The Bank may, in its discretion, not give effect to any Triggers and/or Requests if the Bank is of the opinion that the Triggers and/or Requests are not genuine or otherwise improper or unclear or raise a doubt or cannot be put into effect. The Bank will in such event be under no duty to notify the Account Holder of its decision.
- 6.3 The Account Holder is responsible for notifying the Bank of any change in his phone number or e-mail address or Mobile Banking Account details, and the Bank shall not be liable for the Account Holder's receipt of (or failure to receive) Alerts or Requests over the Account Holder's mobile phone number or email address as listed in the Bank's records.
- 6.4 The Account Holder acknowledges that to receive Alerts and Requests, his mobile phone must be powered on and connected to and receiving service from a CSP. If the Account Holder's mobile phone is kept "off" for a continuous period of forty eight (48) hours from the time of delivery of an Alert or Request message by the Bank, that particular message may not be received by the Account Holder.

- 6.5 Triggers and Requests will be processed by the Bank upon receipt. The Account Holder acknowledges that there will be a certain time lag between the Bank processing the Triggers and Requests and sending the Alerts, information requested and confirmation of execution of a Request.
- 6.6 The Account Holder acknowledges that the Mobile Banking Services are dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by the Bank and the Account Holder. The Account Holder accepts that timeliness, accuracy and legibility of Alerts, information and confirmation of execution of Requests sent by the Bank will depend upon the CSPs and other service providers. The Bank shall not be liable for non-delivery or delayed delivery of Alerts, information and/or confirmation of execution of Requests or errors, losses or distortion in transmission of Alerts, information and/or confirmation of execution of the Requests to the Account Holder. The Bank shall not be liable for the Account Holder's lack of receipt of Alerts, information and/or failure to execute Requests due to technical defects in the Account Holder's phone or any damage or loss incurred by the Account Holder as a result of use of the Mobile Banking Services (including relying on the Alerts, information and/or confirmation of execution of the Requests) for causes which are not directly attributable to the Bank. The Bank shall not be liable in any manner to the Account Holder in connection with the use of the Mobile Banking Services.
- 6.7 The Account Holder accepts that each Alert, information and/or confirmation of execution of the Requests may contain account information relating to the Account Holder and/or his Account(s). The Account Holder authorizes the Bank to send such account-related information. The Account Holder acknowledges that the Alerts, information and/or confirmation of execution of the Requests sent to him contain confidential information and the Bank shall not be liable for the consequences of the disclosure of such confidential information to a third party.

## 7. WITHDRAWAL OR TERMINATION

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

## 8. FEES

The Mobile Banking Services are currently made available by the Bank at no charges. The Bank reserves the right to charge the Account Holder for use of the Mobile Banking Services by the Account Holder. The Bank shall notify the Account Holder of such charges, as and when they become applicable. The Account Holder shall be liable for payment of such airtime or other charges that may be levied by the CSP in connection with sending of the Requests and/or receipt of the Alerts, information or confirmation of execution of Requests as per the terms and conditions of the CSP.

## **9. DISCLAIMER**

- 9.1 The Account Holder is solely responsible for protecting his/her TPIN, downloadable application login password, activation key, re-activation key, One-time password (OTP), his/her mobile phone number and/or his/her email address and for preventing unauthorized disclosure of the same.
- 9.2 The Bank shall not be liable for (a) any unauthorized use of the Account Holder's TPIN or mobile phone or email address for any fraudulent, duplicate or erroneous instructions/Triggers/Requests; (b) acting in good faith on any instructions/Triggers/Requests received by the Bank; (c) any error, default, delay or inability of the Bank to act on all or any of the instructions/Triggers; (d) any loss of any information/instructions/Alerts/Requests in transmission; or (e) any unauthorized access by any other person to any information/instructions/Triggers/Alerts/Requests or any breach of confidentiality. (e) The Mobile Device or any other item of the Account Holder's equipment not being suitable or not functioning properly.
- 9.3 The Bank shall bear no liability and/or responsibility for with any dispute between the Account Holder and the CSP or any other third party, and the Bank makes no representation or warranty with respect to the quality of the service provided by the CSP or any third party and makes no guarantee for timely delivery or accuracy of the contents of each Alert or other information provided to the Account Holder by the Bank.

## **10. LIABILITY AND INDEMNITY**

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

Use of the Mobile Banking Service including any material and/or data download or otherwise obtained through the use of the Mobile Banking Service is downloaded or obtained at the Account Holder's own risk. The Bank assumes no responsibility for the timely delivery, mistaken delivery, deletion or failure to store any user communications or personalization settings or any damage to the Account Holder's computer system or mobile device and/or the loss of data that results from the download or the obtaining of such material and/or data.

## **11. VIRUSES AND TECHNICAL PROBLEMS**

The Bank shall not be held liable for any harm and/or damage caused by the transmission through the Mobile Banking Service, of a virus, and/or other mobile code or programming device

that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, and/or otherwise impede in any manner the operation of the Mobile Banking Service and/or any of the Customer's software, hardware, data or property.

## 12. EQUIPMENT/ SOFTWARE

- 12.1 The Account Holder is solely responsible for ensuring that the Mobile Device and/or other equipment with which the Account Holder accesses and uses the Mobile Banking Service are suitable for such use and are functional.
- 12.2 Upon completion of the prescribed installation and activation procedures, the Account Holder shall be granted a limited, non-exclusive, non-transferable right to use the Software, provided the Customer agrees:
- not to use the Software for any purpose other than to access the Account Holder's own Account via the Mobile Banking Service on the Account Holder's own Mobile Device;
  - not to permit or enable any person to access the Software, or leave the Mobile Device unattended in such a manner as to enable others to access the Software;
  - neither to reproduce, modify, reverse engineer, modify or decompile the Software nor permit any other person to do so;
  - not to permit any person to access and/or enable any person to download a copy of the Software.
- 12.3 The Account Holder acknowledges that the Mobile Banking Service and all Software are owned by the Bank or licensed to the Bank by third party providers.
- 12.4 The Account Holder agrees to keep the Software up to date.
- 12.5 The Account Holder acknowledges and agrees that the Bank is not required to support and/or guarantee compatibility with any specific Mobile Device or operating systems.

## Section D

### ADCB@active - Personal Internet Banking

ADCB@active, the Bank's Personal Internet Banking Services is governed by the following terms and conditions in Section D ("Terms and Conditions"). Other terms and conditions governing the Account(s) with the Bank will continue to be applicable save where such other terms and conditions are in conflict with these Terms and Conditions, in which event these Terms and Conditions will govern ADCB@active. By registering for and using ADCB@active the Account Holder acknowledges and accepts these

Terms and Conditions any supplementary terms and conditions that may, from time to time be in force and the Bank's General Terms and Conditions for Account Operation.

## **1. DEFINITIONS**

Capitalised terms used herein and not defined in this Section D shall have the meaning given to such terms in the General Terms and Conditions for Account Operation.

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

AED means the U.A.E. Dirham.

Banking Day means any day on which banks in U.A.E. are open for business.

Instruction(s) means any request or instruction to the Bank which is effected through ADCB@active.

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

Password is a unique 8 character alpha-numeric expression used to access ADCB@active.

U.A.E. means United Arab Emirates

User ID means the 6-20 digits identity number assigned to the Account Holder by the Bank for accessing ADCB@active.

## **2. ACCEPTANCE OF ADCB@ACTIVE**

- 2.1 By using the ADCB@active, the Account Holder acknowledges and accepts these Terms and Conditions as binding. If the Account Holder has previously used the internet banking service of the Bank, his/her first use of ADCB@active is confirmation of his/her acceptance of these Terms and Conditions.

## **3. USE OF ADCB@ACTIVE**

- 3.1 In order to use ADCB@active the Account Holder must maintain an Account with the Bank in the U.A.E and must be registered by the Bank for use of ADCB@active. The Bank reserves the right to refuse any application for use of ADCB@active. Registration is done by submission by the Account Holder of an online registration form and acceptance of the same by the Bank signified by confirmation on the Account Holder's computer screen that the Account Holder has been successfully registered.
- 3.2 ADCB@active can be used to view the balance of any Account, transfer funds to or from any Account, view Statement of Account, give standing order payments in relation to any Account, payment of utility bills, payment of credit card bills, cheque book request, update the personal details of the Account Holder and any other transaction that the Bank may introduce from time to time.



#### 4. AUTHORITY TO ACT ON INSTRUCTIONS

- 4.1 The Account Holder agrees to irrevocably and unconditionally accept as binding any Instruction made or given in connection with ADCB@active at his/her risk and responsibility.
- 4.2 The Account Holder agrees that any Instruction received by the Bank shall be deemed to have been authorised and to have originated from the Account Holder, even if they may conflict with any other mandate given at any time concerning the Account(s) or affairs and the Account Holder authorises the Bank to debit the Account(s) with any amounts the Bank has paid or costs incurred in accordance with any Instructions.
- 4.3 The Account Holder agrees that the Bank can act on any Instructions issued by the Account Holder or purportedly issued by the Account Holder without obtaining any further written or other confirmation from the Account Holder, even if the Instructions are not issued or authorised by the Account Holder.
- 4.4 The Account Holder agrees that any person who uses his/her User ID and Password will be allowed access to ADCB@active and to the Account(s). The Bank is not obliged and will not further check the identity of such person or the authenticity of an Instruction given by any such person.
- 4.5 If the Bank has Instructions for more than one payment from an Account on the same day, it will determine the order or priority in which the payments are made.
- 4.6 The Bank will make reasonable efforts to modify, not process or delay processing any Instruction where the Account Holder requests the Bank to do so but the Bank shall not be liable for any failure to comply with such request.
- 4.7 The Bank shall not be liable for any failure by any third party with which the Account Holder has accounts or for any delay or other shortcoming of any such third party.
- 4.8 The Account Holder is responsible for the accuracy of all Instruction and the Bank shall not be liable for any consequences by reason of any erroneous Instruction issued or purportedly issued by the Account Holder.
- 4.9 The Bank may reset the Account Holder's User ID or Password at any time, by notifying the Account Holder in writing. The Account Holder may also change his/her Password at any time by contacting the Internet support team of the Bank.

## **5. DELAY OR REFUSAL TO ACT ON INSTRUCTIONS AND NON-AVAILABILITY OF ADCB@ACTIVE**

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

## **6. SECURITY PROCEDURES**

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

## **7. ACCOUNT HOLDER'S RESPONSIBILITIES**

- 7.1 The Account Holder has sole responsibility for:
- (a) ensuring availability of sufficient funds in the Account to which ADCB@active relates before effecting any transfers. If for any reason an Account is overdrawn by the use of ADCB@active, the Account Holder shall be responsible for immediately making up the deficit including towards any associated charges by a direct payment or transfer of funds from any other account maintained with the Bank or with another bank.

- (b) acquiring and maintaining any equipment required for the Account Holder's continued access to and use of ADCB@active (such as telephone or computer), and anti-virus and other security measures for the Account Holder's computers including measures for adequate protection and back up of data and/or equipment and to undertake reasonable precautions to scan and protect the Account Holder's computer systems and applications free from any computer viruses or other destructive properties;
- (c) complying with the Bank's general terms and conditions of operating account(s) including the Accounts;
- (d) the accuracy of all information transmitted to the Bank's systems by the Account Holder;
- (e) using ADCB@active as directed by the Bank; and
- (f) checking the Account records and statements carefully and promptly notifying the Bank of any discrepancies.

## 7.2 The Account Holder agrees:

- (a) not to interfere with or damage (or attempt to interfere with or damage) any User ID, Password, data or software associated with ADCB@active;
- (b) to keep his/her User ID, Password secure and secret at all times and take steps to prevent unauthorised use of it.

In particular, the Account Holder agrees, in relation to the use of ADCB@active to:

- never write or otherwise record the User ID or Password in a way that can be understood by someone else;
  - never record/store the User ID and Password together;
  - never disclose the User ID or Password to any persons including the Bank's staff;
  - never select a Password which is easy to guess or which represents the Account Holder's birth date, a recognizable part of the Account Holder's name or any personal details which are easily accessible to third parties such as the Account Holder's telephone number;
  - never record the User ID or Password on any software which saves it automatically;
  - never access ADCB@active from any computer connected to a local area network (LAN) or any public internet access device or access point without first making sure that no one else will be able to observe or copy the Account Holder's access or get access to ADCB@active pretending to be the Account Holder;
- (c) to change the Password on a regular basis;
  - (d) to notify the Bank immediately if a record of the User ID and/or Password is lost or stolen or the Account Holder becomes aware or suspect another person knows his/

her User ID or Password or has made unauthorised use of ADCB@active. The Bank will then, use its best efforts to cancel the Password and arrange for the Account Holder to select/collect a new one Password;

- (e) not to respond to emails asking for secure information, even if they appear to have been received from the Bank. In particular not to disclose the Password in any mail to any person including the Bank;
- (f) to exit ADCB@active when leaving the computer unattended; and
- (g) comply with any requirements designed to protect the security of the use of ADCB@active which are notified by the Bank to the Account Holder.

7.3 The Account Holder also undertakes:

- (a) to promptly notify the Bank immediately of any faults, errors or inconsistencies in the use or operation of ADCB@active;
- (b) not to use ADCB@active for any illegal or unauthorised purpose; and
- (c) to execute any additional documents that may be required by the Bank prior to provision of any modified/ additional facilities under ADCB@active.

## **8. LIABILITY FOR UNAUTHORISED TRANSACTIONS**

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

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

- (a) the activity was fraudulent,
- (b) the Account Holder failed to observe any of the security responsibilities referred to in these Terms and Conditions; or
- (c) the Account Holder has delayed notifying the Bank of the unauthorised transaction.

8.3 The Account Holder will not be liable for:

- (a) a transaction that has been performed through ADCB@active after the Account Holder has notified the Bank of any misuse, loss, disclosure or theft of the User ID or Password or
- (b) the fraudulent or grossly negligent action of the Bank's employees or agents.

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

## 9. DISCLAIMER AND LIABILITY

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

materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, fitness for a particular purpose and freedom from computer virus is given in conjunction with the information and materials.

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

equipment or software programs resident on the Account Holder's equipment or the Bank's systems;

- (h) any consequences of any virus or other destructive features which may adversely affect the Account Holder's hardware, software or equipment;
- (i) the failure of a transaction; or
- (j) any other cause,

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

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

## 10. TERMINATION OF ADCB@ACTIVE AND THE TERMS

10.1 The Account Holder may request termination of his/her access to ADCB@active at any time by giving written notice of 21 days to the Bank and the Account Holder shall be responsible for all transactions until the time of cancellation of the Account Holder's access to ADCB@active.

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

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

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

- (a) the Account Holder interferes with the Bank's systems or ADCB@active and cause security concerns;
- (b) the Account Holder breaches any provision of these Terms and Conditions and fails to rectify the breach within three working days after receiving notice from the Bank requiring the breach to be remedied; or

- (c) the Account Holder discloses his/her User ID and/or Password or allows any unauthorised person access to ADCB@active; or
- (d) in the event of the Account Holder's death, insolvency or lack of capacity.

## **11. INTELLECTUAL PROPERTY**

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

## **Section E**

### **Telephone Banking Services**

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

#### **1. DEFINITIONS**

Capitalised terms used herein and not defined in this Section E shall have the meaning given to such terms in the General Terms and Conditions for Account Operation.

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



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

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

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

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

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

## 2. GENERAL

- 2.1 Under the Request services, the Account Holder can through the IVR or the Bank's contact centers agents available at the Bank's contact centre twenty-four (24) hours and seven days a week request information relating to the Account(s) or executing transactions relating to payment of utility bills, internal and external transfer of funds to or from any Account and payment of credit card bills, card activation, cheque book request, top up and/or renewal of Al Wasel and other similar programs and such other transactions that the Bank may introduce from time to time.
- 2.2 In order to avail the Telephone Banking Services, the Account Holder must register for Telephone Banking Services by calling the Bank's Contact Center, and going through the verification process decided by the Bank. The Account Holder understands that such registration for the Telephone Banking Services will be deemed to be the Account Holder's agreement to these Terms and Conditions. The Bank reserves the right to accept or refuse the Account Holder's registration application without providing any reason.
- 2.3 The Bank will not be liable for the failure of the Account Holder to execute a Request if the Account Holder fails to provide updated information to the Bank. The Account Holder agrees to provide any additional information required by the Bank, from time to time, for the purpose of making the Telephone Banking Services available to the Account Holder.

## 3. AUTHORITY TO ACT ON INSTRUCTIONS/REQUESTS

- 3.1 The Account Holder agrees to irrevocably and unconditionally accept as binding any instruction/Request made or given using the Telephone Banking Services at his/her risk and responsibility.
- 3.2 The Account Holder agrees that any instruction/Request received by the Bank shall be deemed to have been authorised and to have originated from the Account Holder, even if they may conflict with

any other mandate given at any time concerning the Account(s) or affairs and the Account Holder authorises the Bank to debit the Account(s) with any amounts the Bank has paid or costs incurred in accordance with any such instructions/Requests.

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

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

- 4.1 The Bank may refuse to act on an instruction/ Request, including without limitation:
  - (a) if the Bank suspects or reasonably considers the Account Holder's instruction/ Request not to be accurate or authentic;
  - (b) if the Bank may be in breach or contravention of any laws, regulations or other such duty by acting on such instruction/ Request;
  - (c) if a transaction exceeds a particular value or other limit;

- (d) if the Bank knows or suspects a breach of security; or
- (e) by reasons of conditions beyond the Bank's control.

- 4.2 The Account Holder agrees that the Bank may delay acting upon on an instruction/ Request or ask for more information before acting on an instruction/ Request.
- 4.3 The Bank may, at any time, suspend or discontinue the Telephone Banking Services provided to the Account Holder where the Bank considers it necessary or advisable to do so.

## 5. SECURITY PROCEDURES

- 5.1 To enable the Account Holder to use the Telephone Banking Services the Bank will give the Account Holder a TPIN and/or will prompt him/her to enter his/her vocal password. The TPIN and/or vocal password will be used to identify the Account Holder through the Telephone Banking Services.
- 5.2 The Bank may from time to time provide guidelines for ensuring the security of the TPIN and/or the vocal password.

## 6. ACCOUNT HOLDER'S RESPONSIBILITIES

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

## **7. LIABILITY FOR UNAUTHORISED TRANSACTIONS**

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

## **8. DISCLAIMER AND LIABILITY**

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

- (g) the failure of the Bank's or the Account Holder's telecommunications systems and communications networks or any mechanical failures, power failures, malfunction, breakdown or inadequacy of equipment;
- (h) an event or cause reasonably outside the Bank's control;
- (i) any negligence by the Account Holder;
- (j) the failure of a transaction,

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

## 9. TERMINATION OF TELEPHONE BANKING SERVICES AND THE TERMS

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

## 10. WITHDRAWAL OR TERMINATION

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

## **11. FEES**

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

## **Section F**

### **e-Statement Terms and Conditions**

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

#### **1. DEFINITIONS**

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

"Account" means the Customer Account and Account as defined in the Bank's General Terms and Conditions for Account Operations and a Card Account as defined in the Bank's Credit Card Terms and Conditions.

"Account Holder" means an Account holder as defined in the Bank's General Terms and Conditions for Account Operations and a Cardholder as defined in the Bank's Credit Card Terms and Conditions.

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

"Statement of Account" means the Statement of Account as defined in the Bank's General Terms and Conditions for Account Operations and a Statement of Account as defined in the Bank's Credit Card Terms and Conditions.

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

#### **2. TERMS AND CONDITIONS**

- a) The Bank may, in its sole discretion, send E-Statement to its primary or first named Account Holders provided such Account Holders have requested for this service and provided their email address to the Bank. Upon subscription to E-Statements, the Account Holder shall receive all Statements of Accounts relating to the Account through email.

- b) If a primary or first named Account Holder opts for receiving E-Statements, such primary or first named Account Holder shall be deemed to having accepted and agreed to be bound by these terms and conditions, as amended by the Bank from time to time.
- c) If the primary or first named Account Holders subscribe to E-Statements then such primary or first named Account Holders will be deemed to have agreed to the discontinuation of receiving the Statement of Account in physical form. If the primary or first named Account Holders choose not to receive E-Statements, such primary or first named Account Holders should inform the Bank and the Bank shall thereafter cease to send E-Statements to such primary or first named Account Holders. It shall be the responsibility of the primary or first named Account Holder to notify the Bank of any changes in such primary or first named Account Holder's email address. The Bank shall not be liable for non-receipt of the E-Statements due to incorrect email address provided by the primary or first named Account Holder.
- d) The Bank shall be deemed to have delivered the E-Statement to the primary or first named Account Holder upon receipt by the primary or first named Account Holder of the e-mail from the Bank containing such E-Statement.
- e) The primary or first named Account Holder agrees to notify the Bank within twenty-four (24) hours of the receipt of the E-Statement if the primary or first named Account Holder is unable to access the E-Statement. Upon expiry of such period, the primary or first named Account Holder shall be deemed to having received and accessed the E-Statement.
- f) The primary or first named Account Holder agrees to notify the Bank with regard to any discrepancy, omission, inaccuracy or wrong entry in the E-Statement within fourteen (14) days from either:
  - (i) the delivery of the E-Statement by the Bank to the primary or first named Account Holder; or,
  - (ii) if the primary or first named Account Holder is unable to access the E-Statement and notifies the Bank, upon the primary or first named Account Holder receiving and getting access to the E-Statement.
- g) Subject to clause f) above, the primary or first named Account Holder shall be deemed to have received and accepted as true and correct all the entries in the E-Statement upon expiry of the time period prescribed in clause f).

- h) The primary or first named Account Holder understands and agrees that it shall continue to be liable to the Bank with regard to its contractual obligations irrespective of the receipt or non-receipt of the E-Statement.
- i) The primary or first named Account Holder releases and discharges the Bank, its shareholders, directors, employees, officers, representatives from and waives any right that accrues to the primary or first named Account Holder at law against the Bank, its shareholders, directors, employees, officers, representatives with regard to damages suffered by the Account Holder, directly or indirectly, as a result of generating, delivering managing and /or receiving the E-Statement.
- j) The primary or first named Account Holder releases and discharges the Bank, its shareholders, directors, employees, officers representatives from and waives any right that accrues to the primary or first named Account Holder at law against the Bank, its shareholders, directors, employees, officers, representatives with regard to damages suffered by the Account Holder, directly or indirectly, as a result of errors, delays in transmission of the E-Statement or unauthorized alteration, usage, or manipulation of the data contained in the E-Statement or otherwise caused as a result of delivery of E-Statement.
- k) In addition to the above, the primary or first named Account Holder acknowledges the risk that data received/delivered through the internet/e-mail including any confidential information may be accessed/seen by third parties. The primary or first named Account Holder releases and discharges the Bank, its shareholders, directors, employees, officers, representatives from and waives any right that accrues to the primary or first named Account Holder at law against the Bank, its shareholders, directors, employees, officers, representatives with regard to damages suffered by the Account Holder, directly or indirectly, due to such unauthorized access by or disclosure of confidential information to third parties.
- l) The primary or first named Account Holder unconditionally and irrevocably undertakes to indemnify and hold harmless the Bank, its shareholders, directors, employees, officers, representatives against all losses, costs, damages or expenses arising pursuant to Clauses i), j) and k) above.
- m) The primary or first named Account Holder understands and agrees that the storage of information including without limitation, the password, the bank account information, transaction activity, the bank account balances and any other information stored on the primary or first named Account Holder's personal computer shall be stored at the primary or first named Account Holder's risk and liability and the Bank shall not be responsible for any unauthorized access by or disclosure of such information to third parties.



- n) The Bank reserves the right to charge the primary or first named Account Holder a fee for providing the E-Statements.
- o) The primary or first named Account Holder agrees that the Bank may in its sole discretion restrict or terminate the primary or first named Account Holder's use of this service.

## Section G General Terms

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

### 1. STATEMENT OF ACCOUNT

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

### 2. DISCLOSURE OF INFORMATION

- 2.1 The Account Holder irrevocably authorizes and permits the Bank as it deems fit to disclose and furnish, both inside and outside the

United Arab Emirates information, including financial information, concerning the Account Holder and the Account(s) with the Bank (the "Information") to the Bank's subsidiaries, affiliates, associates, branches, service providers, assignees, agents, insurers, third party contractors, third party banks and financial institutions, credit bureau or reporting agencies, debt collection agencies or any other persons.

- 2.2 The Account Holder also irrevocably authorizes and permits the Bank to disclose and furnish the Information in case there are any proceedings brought by the Bank against the Account Holder or vice versa, or by any third party against the Account Holder or the Bank in respect of the Account(s) or transactions with the Bank.
- 2.3 The Account Holder authorizes the disclosure of information in all of the cases mentioned above without the need for prior consent or approval or notification in any manner whatsoever.

### **3. SET OFF AND CONSOLIDATION**

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

### **4. NOTICES**

- 4.1 Unless notified otherwise by the Account Holder the address provided by the Account Holder to the Bank shall be the address for mailing any statement or other communication to the Account Holder. The Account Holder shall notify the Bank promptly and without delay of any change in his/her employment, business, address, nationality or residence status and such notice shall only be effective when actually received by the Bank and its records amended accordingly.
- 4.2 Subject to Clause 4.7, all notices, cards, personal identification numbers, passwords, Statements of Account, demands or any other communication under these Terms and Conditions (hereinafter collectively called "Communications") shall be deemed to be validly given by the Bank to the Account Holder two business days after it has been mailed or one business day after it has been sent by courier to the Account Holder's address

as indicated or advised or alternatively when sent by facsimile or email to a facsimile number or email address given by the Account Holder to the Bank for that purpose.

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

## 5. CHANGE OF TERMS AND CONDITIONS

- 5.1 The Bank may at its discretion and at any time replace, amend, supplement or delete these Terms and Conditions by notice to that effect sent to the Account Holder. At the sole discretion of the Bank, any products and/or services offered by the Bank to the Account Holder may be discontinued in part or in full at any time, without notice.

- 5.2 Retention or use of the Account and all other products or services of the Bank after the effective date of any such change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Account Holder.

## **6. DOCUMENTARY REQUIREMENTS**

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

## **7. SEVERABILITY**

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

## **8. WAIVER**

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

## **9. RECORDS AND EVIDENCE**

- 9.1 The Account Holder acknowledges that the Bank's books, records and accounts shall be conclusive and binding and that any certificate or statement of account issued by the Bank shall be final and conclusive evidence as between the parties.

- 9.2 The Account Holder waives any right it may have which may entitle it to apply for the auditing of the Bank's books, accounts and records by any court or person, or for the production of the Bank's records, books and accounts to any court.

- 9.3 The Account Holder hereby acknowledges and agrees that the Bank may maintain its records electronically or by such other methods of storage as may be convenient to the Bank and that printouts or copies of all such documents stored shall be deemed as legal instruments in evidence and constitute conclusive evidence of the genuineness of the contents thereof.

- 9.4 The Account Holder hereby consents and authorizes the Bank to record communications by telephone between the Account Holder, its representatives and employees on the one hand and the Bank's employees on the other and acknowledges that such recordings would be in the mutual interest of both parties.

## **10. SANCTIONS AND FATCA COMPLIANCE**

- 10.1 The Account Holder (and if there are multiple Joint Account Holders, each Joint Account Holder) represents, undertakes and warrants that it has, through due diligence, established the identities of all of

its beneficial owners (if applicable) and the beneficial owner(s) of its subsidiaries (if any) and the source of its, and each of its beneficial owners' funds and will retain evidence of any such identities, any such source of funds and any such due diligence. The Account Holder represents, warrants and undertakes that the monies used to fund the Account Holder's relationship with the Bank, have not been and will not at any time be derived, either directly or indirectly, from or related to any illegal activities, including but not limited to money laundering activities, and undertakes that the proceeds from the Account Holder's relationship with the Bank will not be used to finance any illegal activities in any jurisdiction whatsoever.

10.2 The Account Holder acknowledges that as a bank which operates, and whose clients operate, internationally, the Bank is or may be required to comply with, or may at its discretion decide to voluntarily observe and comply with the laws and regulations issued and made in multiple jurisdictions, including without limitation, jurisdictions in which the Bank or its clients operate and jurisdictions through whose financial systems the Bank or its correspondents route payments. Such jurisdictions include, without limitation, the United Arab Emirates, the European Union, the United Kingdom and the United States of America. In addition, the Bank may voluntarily comply with sanctions programs or other regulations or recommendations issued by the United Nations or any other body or jurisdiction. Such laws, regulations or programs (together the "Regulations") may include, without limitation, embargoes, sanctions, and export controls against countries, states, entities, vessels or individuals. The Account Holder acknowledges and agrees that in order for the Bank to comply with the Regulations, it may take any measure whatsoever including, but not limited to, prohibiting additional deposits or investments from the Account Holder, declining any withdrawal requests and/or segregating the assets in Account(s) in compliance with Governmental regulations, and the Bank may also be required to report such action and to disclose the Account Holder's identity to the Central Bank or any international, national or local government or regulatory body. The Account Holder further acknowledges and agrees that the Bank may suspend the payment of withdrawal proceeds to such an Account Holder or take such other steps and/or actions as the Bank reasonably deems necessary to do so to comply with the Regulations.

10.3 The Account Holder warrants and represents and undertakes that it (or its subsidiaries, where applicable) are currently not subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"). The Account Holder further represents, warrants and undertakes that it is not, and shall not become, located or domiciled in any country that, pursuant to the Regulations, is designated as a country with which dealings should be restricted, from time to time (each, a "Prohibited Country") and that it is not, and shall not become, an entity or individual with whom dealings are or may be restricted pursuant to the Regulations.

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

to the UAE Ministry of Finance (the "MOF") information concerning the Account Holder, any accounts held by the Account Holder or information relating to any funds and/or investment(s) held by the Bank on behalf of the Account Holder. The Account Holder hereby irrevocably agrees to any such disclosure without further recourse or notice to the Account Holder.

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

## **11. GOVERNING LAW AND DISPUTE RESOLUTION**

- 11.1 The operation of the Account(s) and all other products and services that may be provided by the Bank to the Account Holder and these Terms and Conditions shall be governed by and construed in accordance with the laws of the UAE and by the laws of the specific Emirate in which the Account is maintained. As all transactions are commercial in nature the provisions of the Civil Code of the UAE do not apply to the Account and all other products and services

that may be provided by the Bank to the Account Holder or these Terms and Conditions or any transactions arising therefrom.

- 11.2 The civil courts of the individual Emirates, the Federal civil courts of the United Arab Emirates, and the courts of the Dubai International Financial Centre ("DIFC") (including without limitation the Small Claims Tribunal of the DIFC), shall have non-exclusive jurisdiction over all matters arising under these Terms and Conditions save that the Bank shall have the right to file actions in any court with jurisdiction over the Account Holder or the Account Holder's assets.
  
- 11.3 The Account Holder irrevocably submits to the jurisdiction of the DIFC Courts and waives any objection it may have to disputes arising out of or in connection with these Terms and Conditions being heard in the Courts of the DIFC on the grounds that it is an inconvenient forum.
  
- 11.4 This clause 11 is for the benefit of the Bank only. The Bank shall not be prevented from taking proceedings relating to a dispute with the Account Holder in any other jurisdiction (for the avoidance of doubt, this shall include any jurisdiction in which the Account Holder may be (or has been) registered, incorporated, resident or domiciled). To the extent permitted by law, the Bank may bring, issue, commence or pursue concurrent proceedings in any number of jurisdictions without limitation.