

## TERMS AND CONDITIONS GOVERNING DIGITAL BANKING

These Terms and Conditions governing Digital Banking («**Terms and Conditions**») provided by The National Bank of Ras Al Khaimah (Public Joint Stock Company) («the Bank») shall be read in conjunction with the Terms and Conditions governing Personal Accounts or Terms and Conditions governing Business Account or Credit Card Agreement, as applicable. These Terms and Conditions shall be read and understood before using any of the services provided under Digital Banking. This is a legally binding contract between the Customer and the Bank establishing the terms and conditions under which the Digital Banking may be used. First use/transaction/enquiry under the Digital Banking implies that the Customer and each Authorised User has fully read, understood and accepted these Terms and Conditions. If any particular business relationship between the Customer and the Bank is governed by a separate agreement or specific terms and conditions, that agreement or those specific terms and conditions shall prevail over these Terms and Conditions to the extent that the provisions of that agreement or those specific terms and conditions (as the case may be) conflict with these Terms and Conditions. Any capitalized terms not otherwise defined herein shall have the meaning given to them in the Terms and Conditions governing Personal Account or Terms and Conditions governing Business Account or Credit Card Agreement, as applicable. This is a legally binding contract between the Customer, each Authorised User and the Bank.

### DEFINITIONS:

The following words and phrases shall have the meanings set out herein below in this document unless repugnant to the context:

**Account(s)** means a bank account(s) (including an account opened to record personal, business, credit card, loan, investments and other Transaction) opened and maintained by the Customer with the Bank for the purposes of present and/or future utilization of the services provided by the Bank, as identified under the Digital Banking.

**Authorized Signatory** means any person, who has been authorized by the Customer through duly executed and valid Power of Attorney, Partner Resolution, Board/Shareholder's Resolution or by Memorandum and Articles of the Company to sign, maintains and operates the Account(s) on behalf of the Customer including any/all of Service(s) under the Digital Banking.

**Account Balance** means amount of funds available in the Account(s) based on the most recently available information to Digital Banking at that time. The Account balance may not include all transactions that have occurred prior to the time of enquiry and may not always represent the amount of funds that are actually available for withdrawal at that time (e.g. some funds may not yet be cleared).

**Available Funds** the ledger balance plus the overdraft less all the reserve demands of the Account(s).

**AED** means the lawful currency of the United Arab Emirates.

**Agreement** means the agreement between the Customer, each Authorised User and the Bank comprising the Application and Terms and Conditions contained herein.

**Application** means an application duly signed by the Customer requesting for the Service(s) under the Digital Banking by providing details of Authorised User.

**Authorised User** means, in relation to:

- the Personal Account, an individual or joint accountholder;
- the Personal Account, valid General Power of Attorneyholder having full account operations powers of the Accountholders as identified in the Account application;
- the Personal Account and Business Account, an individual authorised with the enquiry access only as identified in the Application;
- a Primary Cardholder for Credit Card;
- the Business Account, any person named as an Authorised Signatory as per account signing mandate provided to the Bank and authorised to use Digital Banking for and on behalf of the Business Customer as identified in the Application; or
- any other individual person nominated by the Personal Customer or Business Customer (as applicable) in the Application and approved by the Bank at its sole discretion.

**Bank** means The National Bank of Ras Al Khaimah (Public Joint Stock Company) and includes the Head Office or any other branches of the Bank including its successors and assigns.

**Business Day** means a day on which the Bank is open for normal banking operations in the UAE, which includes any day other than a Sunday, a public holiday and any day on which the Bank is not open for retail business.

**Business Customer** means a sole proprietorship, company or any juridical entity which maintains a Business Account with the Bank or has obtained a Business Credit Card issued by the Bank.

**Bank** means The National Bank of Ras Al Khaimah (Public Joint Stock Company) and includes the Head Office or any other branches of the Bank including its successors and assigns.

**Bank's Email** means secured electronic mail service provided by the Bank to the Customer under Digital Banking.

**Business Account** means any Account opened, maintained and operated by any Sole Proprietorship, Partnership, LLC, Free Zone entity (all types), Offshore Company, Society or Association, Government, Quasi Government or any other juridical entity incorporated in the UAE holding one or more Accounts in their name with the Bank, as identified in the Application.

**Card** means any card issued by the Bank to the Customer from time to time including Credit Card, Debit Card and Non-Transactional Card.

**Charges** means all amounts payable (including commission, fees, charges) by the Customer in connection with the use of the Digital Banking under these Terms and Conditions and includes, without limitation, to all Transactions fees, finance charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Customer's Account(s).

**Credit Card** means, as appropriate, any/all personalised credit card(s) issued by the Bank each Visa, Master Card or any other credit card(s) issued by the Bank to the Customer and includes any primary, supplementary, new and replacement, reissued or renewed cards pursuant to the applicable credit card terms and conditions of the Bank for that card.

**Credit Cardholder** means only the primary Cardholder to whom the Bank has issued a valid Credit Card.

**Credit Information** means any information regarding the Customer's personal and financial situation, defaults in payments and any other matter related to the Account or any Service(s) or products made available to the Customer or over which the Customer has control either as shareholder, authorised signatory or otherwise by the Bank.

**Customer** means the Authorised User to use the Digital Banking: Authorised User means, in relation to:

- Personal Account(s) holders maintaining single or joint Personal Account(s) with the Bank;
- individual having a primary Credit Card account with the Bank;
- entity having Business Account(s) with the Bank represented by its Authorised Signatory and having a Business Credit Card account with the Bank.

**Cut-off time** means the latest time in which a Customer initiated service request or funds transfer request will be accepted for processing each Business Day. Requests received after the Cut-off times or on a non-Business Day, will be deemed received as of the next Business Day.

**Digital Banking** means any or all the digital banking functions and Service(s) provided by the Bank to the Customer from time to time through the Bank's Website, Mobile App and USSD (Unstructured Supplementary Service Data) service .

**Disclaimer** means the Bank's Disclaimer, a copy of which is available on the Website's login page.

Electronic Funds Transfer means the electronic transfer of money from one account to another, either within a single financial institution or across multiple institutions through computer based systems.

**Email Notification** means the electronic mails sent by the Bank to the Customer's or Authorised User's Email ID as provided in the Application to the Bank, in writing from time to time.

**Email ID** means the Email ID specified by the Customer for the Digital Banking and, for the avoidance of doubt, includes any Email ID (as defined in the Application).

**Financial Transaction(s)** means a Financial Transaction using the Digital Banking as provided by the Bank causing movement of funds in the Customer's Account(s) which involves prior Bank approval and includes all transactions which involve the deposit, transfer or withdrawal of funds from the Account(s), or any other transaction determined to be a Financial Transaction by the Bank at its sole discretion from time to time.

**Funds Transfer** means the movement of funds from the Customer's Account(s) to its other Account(s) or to a third party account within UAE or outside UAE whether using Electronic Fund Transfer or otherwise.

**Instructions** mean any request or the electronic instructions to the Bank initiated remotely by an Authorised User and electronically transmitted via Digital Banking.

**Intellectual Property Rights** means any and all intellectual and industrial property rights throughout the world including rights in respect of or in connection with confidential information, copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), trade marks, service marks, designs and circuit layouts, whether or not now existing, and whether or not registered or registrable, and includes any right to apply for the registration of such rights and includes all renewals and extensions.

**Limit** means the daily limits as set out for usage of the Digital Banking for payments and transfer of funds from the Customer's Account(s), subject to availability of funds in the Account(s).

**Login** means the process through which an Authorised User can access to Digital Banking.

**Login Password** means personal identification letters and/or numbers (this would be alphanumeric) and / or special characters selected by the Customer or the Authorised User during the online registration process and/or issued by the Bank (which the customer must change at the first login) when registration is through Application, which allows an Authorised User to access the Digital Banking.

**Mobile App.** means a software application downloaded and installed on Authorised User's Smartphone device in order to access Digital Banking

**Mobile Notification** means the alert messages sent by the Bank through SMS to the Authorised User's Mobile Number as provided by the Customer in the Application to the Bank, in writing from time to time.

**Mobile Device/Phone** means a mobile phone/ device that communicates with the Bank via SMS and includes the handset and the SIM card along with the accessories and necessary software for the GSM, which is owned or operated by an Authorised User.

**Mobile Number** means the number of the Authorised User specified by the Customer in the Application for the Digital Banking and, for the avoidance of doubt, includes any Primary Mobile Number and Additional Mobile Number as defined in the Application.

**Month** means a calendar month.

**Non-Financial Transactions** means all transactions, which do not involve any prior Bank financial approval such as Account(s) enquiry, initiation of requests for statement download etc. It means usage of any function or services provided by the Bank under the Digital Banking, relating to the Customer's Account(s) and/or other business activities with the Bank, which do not create any financial impact on the Customer's Account(s).

**Password** means the Login Password.

**Personal Information** means any information about the Authorised User provided by the Customer in the Application and obtained by the Bank in relation to usage of the Digital Banking.

**Passcode** means a 6 digit numeric code sent to the Mobile Number of the Authorised User by the Bank.

**Personal Identification Number (PIN)** means a numeric password corresponding to a specific card (Debit card, Credit Card or a Non transactional card) used by the Customer and the Authorised User to authenticate on the Digital Banking platform provided for setting up User ID and Password.

**Pay Bills** means a service provided under the Digital Banking that enables the Customer and the Authorised User to make utility bill payments from their Account(s) or Credit Card to Specified Entities in UAE.

**Personal Account(s)** means any Account opened, maintained and operated in the name of one or more individual persons in his/their name, jointly or severally, as identified in the Application.

**Privacy Policy** means the Bank's Privacy Policy, a copy of which is available at the Website's login page.

**Registration** means the registration process provided herein means enrolment to avail the various Service(s) under the Digital Banking provided by the Bank. This may be done by duly completing the Application and submitting the same to the Bank or by entering the Account number, Card number, Verification Codes / One Time Password and PIN for creating User ID and Password to access Digital Banking.

**Relevant Entity** means any commercial or investment bank, financial institution, credit information company or entity (including, without limitation the Al Etihad Credit Information Company PJSC), debt collection agency or any local, federal or regulatory agency or any member of the Bank's group including any subsidiary or related company in the UAE or in any other jurisdiction irrespective of whether the Bank operates or undertakes any form of business in that jurisdiction.

**Remittance** means a funds transfer from the Account(s) to any other account maintained by the Customer or a third party

with another bank.

**Security Codes** means usage of the Customer's Login Password, User ID, Verification Codes and all other items included in the security procedures, or any other authentication methods/ encryptions in accessing the Digital Banking.

**Service(s)** means any service provided under the Digital Banking offered by the Bank, as amended from time to time.

**Service Provider** means a service provider assisting the Bank or the third party engaged by the Bank to provide the Digital Banking to the Customer.

**Specified Entities** means in relation to the Pay Bills service provided to the Customer, such as Etisalat, Dubai Electricity and Water Authority (DEWA), and/or any other entity approved by the Bank details of which are available on the Bill Pay service page of the Bank's Website.

**Statement of Account** means the Bank's periodic statement sent to the Customer, showing particulars of the Transactions conducted under the Account(s) during a certain period, including debits with regards to various payments and transfers including the transactions by using Digital Banking.

**SMS** means short message service.

**Software** means the application to be downloaded and installed on the Authorised User's Mobile Device /Phone in order to access the Digital Banking.

**Transaction** means a financial transaction or non-financial transaction relating to an Account(s), which is completed by the Bank for the Customer following Instructions from an Authorised User available through the Digital Banking.

**Transfers** mean fund transfers between the Customer's Account(s) in the Bank.

**User ID** means the valid alphabetical, numerical or combination of both identification code, as set by the Customer and Authorised User during Digital Banking online registration or Application, from which the Bank identifies the Customer and Authorised User accessing Digital Banking.

**UAE** means the United Arab Emirates.

**Verification Code** means a onetime 6 digit code sent to a Customer's or Authorised User's Mobile Number or Email ID from the Bank.

**Website** means the Bank's official website <http://www.rakbank.ae/> providing access to the Digital Banking. It means the website owned established and maintained by the Bank located at the URL [www.rakbank.ae](http://www.rakbank.ae/).

#### **Interpretations:**

- a. References to Articles, Clauses and Schedules are references to Articles, Clauses and Schedules of these Terms and Conditions, which shall be construed accordingly and shall constitute an integral part of these Terms and Conditions.
- b. The headings in these Terms and Conditions are inserted for convenience purposes only and shall not affect the construction of these Terms and Conditions.
- c. Except where the context otherwise requires words denoting the singular shall include the plural and vice versa, words denoting a gender shall include every gender and reference to persons shall include bodies corporate and unincorporated.
- d. Any reference to a person includes any individual, company, partnership firm, corporation or other legal entity, whatsoever.

### **1. SPECIAL CONDITIONS FOR PERSONAL ACCOUNTS**

#### **1.1. Registration:**

- a. The Customer can register for Digital Banking through online registration available at Bank's Website or the Mobile App.
- b. For online registration of Digital Banking, the Customer must login at the Bank's Website and move to the login page provided for Digital Banking or Mobile App and select a new User registration. The Customer should carefully read and follow the instructions stipulated in the online registration. The Bank will notify the Customer by Mobile Notification and/or by the registered Email ID once the Customer has successfully registered to use the Digital Banking.
- c. At first login, the Customer should carefully read the Terms and Conditions governing the Digital Banking provided online. By accepting, Customer indicates that they agree and accept all the Terms and Conditions.
- d. A Passcode must be used by the Customer when completing online registration and where the Customer has forgotten its

User ID and/or Login Password and the Bank shall provide the Passcode accordingly.

### **1.2. Eligibility:**

- a. All Personal Account(s) where the mode of operation of the Account is single.
- b. All joint Personal Account(s), where the mode of operation of the Account is single or joint. Each such joint accountholder may access the Digital Banking using separate User IDs and Passwords either selected by them or granted to them by the Bank.
- c. Where the mode of operation of the Account is only with joint signatures, such joint Personal Account(s) are not eligible for transaction access of Digital Banking (although an accountholder will be able to view the details of the Accounts for which it is expressed to be an accountholder).
- d. The Bank reserves the right to end/terminate/withdraw the Customer's use of the Service(s) under the Digital Banking if any joint accountholder notifies the Bank that (i) the joint accountholder never consented to the Customer's use of the Services or (ii) the joint Account can no longer be operated on the Customer's Instructions alone or (iii) the joint accountholder is withdrawing consent from the Customer to operate the joint Account.
- e. Where a Customer has applied for Digital Banking for one or more of the Account(s) in his or her name (whether single or joint Accounts), Digital Banking may be made available for all Account(s) in his or her name whether or not the Customer has specifically applied for the Digital Banking to be available for those Account(s).

## **2. SPECIAL CONDITIONS FOR BUSINESS ACCOUNTS**

### **2.1. Registration:**

- a. To submit the duly filled and signed Application for Digital Banking to any of the Bank's Branches.
- b. Once the Application is processed and approved by the Bank, the Customer's Authorized Signatory can collect their Security Codes from the Bank's Branch as specified in the Application.
- c. At first login, the Customer's Authorized Signatory should carefully read the Terms and Conditions governing Digital Banking and tick the box to indicate that they agree and accept all the Terms and Conditions.
- d. The Customer's Authorized Signatory must collect the Security Codes within 30 days of receiving the Mobile Notification from the Bank's Branch; otherwise the issued Security Codes will become invalid.
- e. The Customer may request the Bank to provide «Enquiry access only» to the Digital Banking to any person by completing the Bank's standard form. The Customer acknowledges such User may view and print all details of the Customer's relationship with the Bank, available via Digital Banking from time to time. The Customer accepts the responsibility and liability for disclosure of information to such User.
- f. The Customer can also register for the Digital Banking by online registration available through the Bank's Website or via Mobile App. If the Customer has not registered for Digital Banking, the Customer has to first get a Card and obtain its PIN and then the Customer can proceed for registration of Digital Banking.
- g. For online registration of Digital Banking, the Customer must login at the Bank's Website and move to the login page provided for Digital Banking and select a new User registration. The Customer should carefully read and follow the instructions stipulated in the online registration. The Bank will notify the Customer by Mobile Notification and/or Email Notification once the Customer has successfully registered to use the Bank's Digital Banking.
- h. At first login, the Customer should carefully read the Terms and Conditions governing the Digital Banking provided online. By ticking the box provided the Customer indicates that they agree and accept all the Terms and Conditions.
- i. A Passcode must be used by the Customer when completing online registration and where the Customer has forgotten its User ID and/or Login Password and the Bank shall provide the Passcode accordingly.

### **2.2. Eligibility:**

- a. Any Sole Proprietorship, Partnership, Limited Liability Company, Free Zone entity (all types), Offshore Company, Society or Association, Government, Quasi Government or any other juridical entity incorporated in the UAE having operating Account(s) with the Bank.
- b. The Customer's Authorised Signatory must have the appropriate powers to sign and operate the Customer's Account solely or otherwise.

### 3. SPECIAL CONDITIONS FOR CREDIT CARDS

#### 3.1. Registration:

- a. The primary Credit Cardholder can register for Digital Banking through online registration available at Bank's Website or the Mobile App.
- b. For online registration of Digital Banking, the Credit Cardholder must login at the Bank's Website and move to the login page provided for Digital Banking or Mobile App and select a new User registration. The Credit Cardholder should carefully read and follow the instructions stipulated in the online registration. The Bank will notify the Credit Cardholder by Mobile Notification and/or Email Notification once the Customer has successfully registered to use the Digital Banking.
- c. At first login, the Credit Cardholder should carefully read the Terms and Conditions governing the Digital Banking provided online. By accepting, Credit Cardholder indicates that they agree and accept all the Terms and Conditions.
- d. A Passcode must be used by the Credit Cardholder when completing online registration and where the Credit Cardholder has forgotten its User ID and/or Login Password and the Bank shall provide the Passcode accordingly.

#### 3.2. Eligibility:

- a. Primary Credit Cardholder of the Bank.
- b. Authorised Signatory of the Business Customers holding Business Credit Cards.

### 4. ELIGIBILITY AND USAGE OF DIGITAL BANKING

- a. Digital Banking will be available for online, mobile and data connections, which meet the required specifications, and configurations as may be specified by the Bank from time to time. The Customer and each Authorised User agrees to procure and maintain a mobile and data connection, which meet these requirements at the Customer's or that Authorised User's own expense.
- b. Guidance on the operation and usage of the Digital Banking will be made available to the Customer and Authorised User.
- c. The Customer and each Authorised User must follow all relevant guidance whenever an Authorised User accesses or operates the Digital Banking.
- d. Use of the Digital Banking is permitted only upon the Bank allowing access to the Customer and/or any Authorised User. The Bank reserves the right to require further documentation prior to allowing such access.
- e. The Bank may at its sole discretion, on a case by case basis, agree to provide any or all Service(s) under the Digital Banking to the Authorised User of the Customer aged between 18 and 21 years.
- f. As a condition of using the Digital Banking, the Customer and each Authorised User warrants to the Bank that it will not use the Digital Banking for any purpose that is unlawful or is unpermitted, expressly or implicitly, by the terms of these Terms and Conditions or by any applicable law or regulation.
- g. The Customer and each Authorised User further warrants and represents that it will not use the Digital Banking in any manner that could damage, disable, overburden, or impair the Digital Banking or interfere with any other party's use and enjoyment of the Digital Banking.
- h. Neither the Customer nor any Authorised User may obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Digital Banking.
- i. The Customer warrants and represents that the Customer and each Authorised User will act in good faith on any and every Transaction Instruction received by the Bank from the Customer or any Authorised User and in the utilization of the Digital Banking.
- j. The Customer and each Authorised User agrees that these warranties and representations will remain in full force and effect even if these Terms and Conditions terminate for any reason.

### 5. NON-ELIGIBILITY FOR DIGITAL BANKING

The following are not eligible for Digital Banking

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- a. Any Account held in the name of a minor under guardianship or an Account under the minor's control (unless we agree otherwise and all of our requirements in relation to such Customer have been met).

- b. Any person authorized by the Customer to access his/her Account through Digital Banking who has not accepted these Terms and Conditions, as amended from time to time.
- c. Auto loan accountholders with no other relationship with the Bank.
- d. Fixed deposit accountholders with no other relationship with the bank.
- e. Supplementary Credit Cardholders.
- f. Joint Personal Accounts where the mode of operation for the Account is only with joint signatures is not eligible for transaction access or such other related Services (although an accountholder will be able to view details of the Accounts for which it is expressed to be an account holder).

## 6. CONDITIONS RELATING TO MOBILE NOTIFICATIONS AND EMAIL NOTIFICATIONS

- a. Upon application by the Customer, the Bank may at its absolute discretion provide Mobile Notifications and/or Email Notifications to the Customer or any Authorised User. Mobile Notifications and Email Notifications are not available in respect of joint Accounts, which require instructions to be given jointly by two or more Authorised Signatories.
- b. The Bank reserves the right to amend, supplement, suspend or withdraw Mobile Notifications and Email Notifications or any or all of the Service(s) provided as part of these notifications at any time, in its sole discretion without giving notice. Each such change is deemed to be binding whether or not the Customer has received specific notice of it.
- c. The Customer and/or any Authorised User gives his/her unconditional consent (i.e. opt-in) for the Bank to send any marketing/promotional Mobile Notifications to the Authorised User's Mobile Number between 7.00 AM to 09.00PM. The Customer agrees that they shall contact the Bank, in case the Customer or the Authorised User requires the Bank to remove/opt-out their Mobile Number from the database for received any marketing/promotional Mobile Notifications to the Authorised User's Mobile Number, if they wish to do so.
- d. The Bank shall not be responsible for any network failure by the GSM network provider or any transmission error or any failure of a Mobile Notification and/or Email Notification to reach the Customer or any Authorised User.
- e. Charges for receiving Mobile Notifications and/or Email Notifications will be completely borne by the Customer even if the Mobile Number has a roaming facility and the foreign operator charges for Mobile Notifications or as may be applicable to receive Email Notifications. The Customer and any Authorised User agree to receive any number/multiple messages/SMS of Mobile Notifications at any time.
- f. The Customer and Authorised User agrees to fully indemnify the Bank and hold the Bank harmless against any and all actions, proceedings, liability, costs, charges, losses or damages (including legal costs) it may suffer in connection with the provision of Mobile Notifications and/or Email Notifications to the Customer or as a result of any transmissions over the GSM network in connection with Mobile Notifications.
- g. The Customer and/or any Authorised User shall immediately notify the Bank of any loss or theft of the Mobile Number, hacking or unauthorised usage of Email ID and provide the requisite information to the Bank in regards to the Mobile Notifications service to that Mobile Number and Email Notification to that Email ID.
- h. By applying for and receiving the Mobile Notification and Email Notification from the Bank, the Customer is deemed to have read, understood and agreed to be bound by these terms and conditions.
- i. The Bank will not in any way be responsible or liable for any loss, damage or other consequence arising from:
  - non-delivery of a Mobile Notifications as result of the Authorised User's Mobile Number being switched off, lost, or stolen;
  - delivery of a Mobile Notification to a party other than the Authorised User if the Mobile Phone/Number or SIM Card is not in the possession or control of the Customer or Authorised User for any reason whatsoever (whether with or without the consent of the Customer),
  - delivery of an Email Notification to a party other than the Customer if the Email ID is not in control of the Customer for any reason whatsoever (whether with or without the consent of the Customer), or
  - delivery of a message to another mobile phone/number/ email id due to the act or omission or error of the Bank, its employees, officers or agents or any third party (including without limitation any service provider), or the use and provision of the Mobile Notifications and/or Email Notifications in any way.
- j. The Bank accepts no liability for any loss or damage arising directly or indirectly from actions taken or not taken by the Customer or any third party in reliance on material or information contained in a message sent to the Customer by Mobile Notifications and/or Email Notifications.

k. The Customer acknowledges that any Account balance given to the Customer and Authorised User through the use of Mobile Notifications and Email Notifications shall not for any purpose whatsoever be taken as a conclusive statement of the Customer's Account with the Bank or Card usage. The Bank may, in its absolute discretion, post all Mobile Notifications to the Mobile Number of a Customer and each Authorised User. The Customer acknowledges that in the future, the Bank may send Mobile Notifications and Email Notifications and triggers via additional mediums of communication. The Bank may from time to time, change the features of any trigger or Mobile Notifications and/or Email Notifications. It is the Customer's and Authorised User's responsibility to check all available Mobile Notifications and Email Notifications or triggers, which will be notified by the Bank on the Website and/or to an Authorised User's Mobile Number/ Email ID. The Bank may from time to time and in its absolute discretion, add, delete, and/or modify the Mobile Notifications and/or Email Notifications and triggers without giving any notice to the Customer or the Authorised User. Each such change is deemed to be binding whether or not the Customer or the Authorised User has received specific notice of it.

l. The Customer and each Authorised User unconditionally consents to the Bank sending marketing and/or promotional messages or greetings via calling or SMS to the Mobile Number between 7.00 AM to 9.00 PM. If the Customer or any Authorised User elects to stop receiving such marketing and/or promotional messages via SMS, they shall advise the Bank in writing and request the removal of their Mobile Number from the database for such messages. The Customer and each Authorised User irrevocably and unconditionally agrees that such calls or messages made by the Bank and or its agents shall not be construed as a breach of the privacy of the Customer or any Authorised User and no complaint or proceedings shall be made or brought in relation to them.

m. Mobile Number is intended to be available 7 days a week, 24 hours a day but there is no warranty that Mobile Notification will be available at all times. Instructions received after the Bank's normal working hours will be processed in accordance with the Bank's policy.

## 7. Non-Transactional Card for Digital Banking

a. The Customer, who are not eligible to have a Debit or Credit Card can request for a Non-Transactional Card to obtain a Personal Identification Number («PIN») to register for accessing the Bank's Digital Banking by setting up user id and password with the help of PIN.

b. The Customer can request for a Non-Transactional Card by filling up and submitting the requisite form at the Bank's Branches. Upon application by the Customer, the Bank may at its absolute discretion provide the Non-Transactional Card and related PIN to the Customer.

c. The Customer will activate the Non-Transactional Card and hear PIN by contacting the Bank's call centre. In case the Customer forgets the PIN, PIN reissue can be requested by the Customer through the Bank's call centre. The Customer will not be able to change PIN of a Non-Transactional Card

d. Non-Transactional Cards do not have usual Debit or Credit card features and cannot be used on any websites other than the Bank's Website or any ATM or POS or for any transactional purposes.

e. If a Non-Transactional Card is lost, the Customer should contact the Bank's call centre immediately to block their Non-Transactional Card and request for reissuance of a new Non-Transactional Card.

## 8. DAILY LIMITS ON FUNDS TRANSFER & PAYMENTS

a. (a) Transactions on Digital Banking must not exceed the Customer's available balance in the Account on the day the transaction is made. The Customer and/or the Authorised User will not be able to transact in excess of the daily Limit (in same and/or cross currency transfers) as determined by the Bank from time to time. The daily Limit is the cumulative total of any number of Transactions. The Bank reserves its right to change these Limits, and may amend them upon the request of the Customer and subsequent approval of the Bank. The Bank also reserves its right to solely determine the relevant exchange rate for any determination as to whether a daily Limit has been breached in relation to a cross currency transfer. If the Customer and/or the Authorised User tries to transfer funds that exceed the daily Limit, the Bank will decline the Transaction request and the Customer and/or the Authorised User will receive a message stating that the entered amount exceeds the daily Limits.

b. The Customer agrees that any payment Instructions submitted to the Bank cannot be treated as evidence of the Bank having paid or agreed to pay the sum so requested.

c. The Customer and each Authorised User accepts that any Transaction will be completed as and when the process is successfully concluded, provided all other requirements are met and without any further reference, authentication, written notice or verification.

d. The Customer and each Authorised User shall ensure the sufficiency of funds in an Account prior to issuing Instructions to



the Bank to make a transfer from that Account. If for any reason an Account is overdrawn by use of the Digital Banking, the Customer shall be required to immediately pay to the Account or transfer funds from another account(s) (either with the Bank or another financial institution) to remedy the deficit and to pay all relevant interest and charges.

e. The Customer hereby acknowledges all debits to an Account and other liabilities arising from the use of the Digital Banking by the Customer and/or an Authorised User and considers that the Bank's books, entries and registers shall be final and conclusive evidence of the correctness of any Instructions or Transaction.

## 9. CUT-OFF TIMES FOR SERVICE REQUESTS & FUNDS TRANSFER SERVICES

a. a) The Customer and each Authorised User understands and agrees that services through Digital Banking provided the Bank has Cut-off times for initiating a transaction or service request through Digital Banking that are subject to change from time to time and thus any such request made over the Digital Banking post Cut-off time shall get processed on the next Business Day. Cut-off timings are subject to change during the holy month of Ramadan and any other day declared holiday by the UAE Central Bank.

b. The Customer and each Authorised User accepts that the cut-off time for a Business Day is the same as the Banks normal business timings in the UAE from Monday to Friday. All requests received after the cut-off time or on a day, which is not a Business Day, will be deemed to have been received on the following Business Day.

c. The Customer and each Authorised User understands and agrees that any Funds Transfer Instructions to a beneficiary's account with any other bank within the UAE or a bank outside the UAE will be sent by Electronic Funds Transfer. The debit for the transferred funds will be reflected in the Customer's Account on the Business Day that the Instruction has been executed by the Bank. If the Bank faces any technical problems in executing the instruction by Electronic Funds Transfer, the Bank may decline the instruction.

d. Funds Transfer Instructions in foreign currencies may not be made available on the day the transfer is executed by the Bank and are subject to foreign exchange settlement processing which may cause delays.

## 10. CONDITIONS GOVERNING ELECTRONIC FUNDS TRANSFER, DEMAND DRAFTS AND MANAGER'S CHEQUE

a. The Bank may agree to provide the Customer and each Authorised User with Electronic Funds Transfer (via SWIFT messaging or any other similar or replacement messaging system), Demand Draft or Manager's Cheque Service(s) («Payment Service(s)»). It is understood that the Electronic Funds Transfer (or Demand Draft if sent to the beneficiary or the beneficiary's bank directly by the Bank) will be sent entirely at the Customer's own risk. The Customer agrees to hold harmless and indemnify the Bank against any loss, costs, damages, expenses, liability or proceedings which the Customer may incur or suffer as a result of the Bank acting, delaying or refraining from acting upon the Customer's instruction(s). The Bank or the Bank's correspondent overseas shall not be liable for any loss, delay, error or omission in transmission of the message or sending of the Demand Draft or its misinterpretation when received, or for any delay caused by the clearing system of the country in which the payment is to be made or Demand Draft encashed or any act of default or negligence by the beneficiary's bank in collecting the remittance or encashing the Demand Draft. In no event shall the Bank under any circumstances be liable for any loss of profits, contracts or special, indirect or consequential loss or damages.

b. The Customer and each Authorised User agrees and understands that in the absence of specific instructions, all charges/commissions outside the UAE are for the beneficiary's account. The beneficiary may be unable to obtain full value under a Demand Draft/Electronic Funds Transfer on account of exchange or other restrictions applicable in the country of payment or to the paying bank or charges and fees of the payment bank.

c. The Bank reserves the rights to send Electronic Funds Transfers through a place other than the one specified by the Customer if operational circumstances make this necessary.

d. Encashment of the remittance sent by Electronic Funds Transfer or Demand Draft is subject to any exchange control or other restrictions which may be imposed by the rules and regulations of the country where the encashment is to be made. Neither the Bank, nor its correspondents, or agents shall be liable for any loss or delay caused by any such rules and regulations.

e. The Bank will use reasonable endeavours to process applications for Payment Facilities received by the Bank before the specified Cut-off time specified by the receiving branches or centres from time to time. Applications received after such Cut-off time will be processed on the next working day. For this purpose all holidays and Sundays are non-working days.

f. The beneficiary's bank BIC Code/Sort Code/Fed wire ID/CHIPS UID /ABA/IFSC/BSB or any such code mentioned by the Customer will be considered as correct and the remittance will be effected accordingly, assuming correctness of the given codes and the Bank shall not be responsible to check or verify that the codes are correct or match

against the name of the beneficiary and shall not be liable for transfers effected pursuant to an incorrect code provided by the Customer.

g. Electronic Funds Transfers will be effected with SPOT exchange rates (two business days after the date of receipt of request by the Bank). Applications for the same day value shall be made at the Bank's discretion, subject to receipt of the application prior to the relevant Cut-off time as determined by the Bank, as well as Cut-off times related to the geographical location of the payment destination. If the Customer or the Authorised User requests Electronic Funds Transfer between Accounts held with the Bank, the Bank may effect such transfers on receipt of instructions even if after the relevant Cut-off time (including where instructions are received outside normal banking hours) by applying the most recent SPOT exchange rate available to the Bank for the relevant currency. In the event that the exchange rate for that currency changes upon the re-opening of the Bank and/or the relevant currency market and this would result in a loss to the Bank, the Bank is entitled to debit the Customer's Account with the difference between the amount transferred calculated at the exchange rate applied to such Electronic Funds Transfer and the amount which would have been transferred had the exchange rate applicable on the re-opening of the Bank and/or the relevant currency market been applied to such Electronic Funds Transfer.

h. The Bank reserves the right to revise all remittances fees and charges from time to time without prior notice.

i. If a Demand Draft/Manager's Cheque is lost or stolen the Customer agrees to provide the Bank with an indemnity acceptable to the Bank in connection with any request for the issue of a replacement or refund of the amount of such Demand Draft/Manager's Cheque and accepts that the Bank may take reasonable time to investigate nonpayment of a Demand Draft/Manager's Cheque reported lost or stolen and the Bank is not liable to issue an immediate refund to the Customer or issue a replacement Demand Draft/Manager's Cheque. In a case where a Demand Draft is dispatched directly to the beneficiary or the beneficiary's bank, neither the Bank nor its correspondents are responsible for any delay, mistake or omission caused by any Postal Authority or Courier Company involved in the dispatch.

j. If an Electronic Funds transfer instruction is submitted to the Bank by postal or messenger service or by fax (or otherwise than by the Customer in person), the Bank may act upon such authority («instructions») and may presume that they are genuine and accurately represent the wishes of the Customer, even if the instructions are actually compiled or sent in error or by fraud or negligence or altered or amended by someone other than the Customer with or without the actual knowledge or instructions of the Customer. The Bank has no duty to verify the facts or genuineness of the Instructions.

k. The Customer and each Authorised User agrees and accepts that if a refund of the remittance amount is desired from the Bank by the applicant or the remitted funds are returned by the correspondent bank, beneficiary's bank or other intermediary bank for any reason whatsoever, after receipt of funds from the correspondent or beneficiary's bank, the Bank shall at its discretion make the payment to the applicant at the prevailing buying rate for the relevant currency less all charges and expenses as determined by the Bank in its absolute discretion.

l. The Customer and each Authorised User agrees that the Bank may decline to make a payment it believes might involve a breach by any person of a law or regulations of any country or Bank's internal policies. A payment may be delayed or declined because a person involved in the payment or an authority/correspondent bank / beneficiary bank/ other intermediary bank requires information or clarification as to compliance with the law or regulations, or declines to process it. The Bank will share information as to your remittance, if necessary.

m. The Customer and the Authorised User agrees to provide the International Bank Account Number (IBAN) of the beneficiary when the transfer is requested within UAE or outside UAE (wherever required in beneficiary's country) and understand that the Bank may decline to make a payment wherever IBAN is required in the beneficiary country.

n. If the currency requested by the Customer is Chinese Yuan (CNY), the Customer and each Authorised User confirms that (a) the purpose of CNY remittance is trade-related only; (b) the account to be debited is a business entity account; (c) the beneficiary is a business entity and the beneficiary's bank is on the mainland of People's Republic of China; and (d) the Bank may any time require the Customer to provide copies of the trade documents related to the remittance. Failure to provide these documents or other information requested by the Bank with respect to the Transaction or if any of the above confirmations are incorrect may result into the Transaction being cancelled or funds being held in suspense and/or returned.

## 11. SERVICE(S) UNDER DIGITAL BANKING

The Bank may at its sole discretion amend or cancel any of the following Services at any time without giving notice to the Customer or any Authorised User:-

### 11.1. Bank Account Services:

- a. Obtain operating Account balances; make service requests for new cheque books and Duplicate statement.
- b. All operating Accounts in the Customer's name will automatically be linked to the Digital Banking.
- c. Obtain fixed deposit account balances, make service requests for opening new deposits, premature closure of fixed deposit accounts, renewal of deposits and maturity payment Instructions corresponding to the Customer's Account. Any, payment or transfer of fixed deposits to a third party's account is prohibited through the use of Digital Banking.
- d. Obtain loan account balances and loan security details. Make service requests for temporary and permanent release letters (auto loans), postponement of installment payments (personal loans), balance confirmation letters and liability and non-liability letters. The Customer agrees that any such request for deferral/postponement of loan installment would be subject to increase in the loan tenure and may also be subject to charges relating to the deferment and postponement of such payments. Such requests are approved at the sole discretion of the Bank.
- e. Review and download Account balances and transaction histories for a specified duration. Account balances and transaction histories reflected until the time of making the online inquiry.
- f. Change Login Passwords.
- g. Send/receive Bank E-mail to/from the Bank.
- h. Request a salary advance, which will be credited on the day it is approved by the Bank.
- i. All Service requests made by the Customer will be processed offline (unless otherwise specified), and will be approved at sole discretion of the Bank. The Customer is able to see the current status of their service request as pending, completed or declined.
- j. Quick balance inquiry using Touch ID on mobile devices supported on iOS.
- k. Online Fixed deposit booking.

### 11.2. Pay Bills Service:

- a. Pay Bills Service allows the Customer to pay their utility bills from Customer's Account or through his Credit Card issued by the Bank to Specified Entities in UAE. The Customer can also view whether the instruction is pending or completed for Pay Bill and add/delete the Specified Entities or its details.
- b. The Customer authorizes the Bank to follow the payment Instructions provided under these Terms and Conditions. The Customer will provide the Bank with their consumer reference number, Account number and/or any other information related to those entities that qualify as Specified Entities, to in carrying out a Pay Bill request. When the Customer initiates a Pay Bill request, he authorizes the Bank to charge their Account or Credit Card with the amounts provided in the transaction and to the Specified Entity the equivalent amount on Customer's behalf.
- c. Typically, Pay Bills requests take upto three (3) Business Days to reflect the movement of the funds from the Customer's Account to the Specified Entities subject to Clause 11.2(e) and (g) below.
- d. Pay Bills requests are executed as per the Customer's Instructions and the Customer's Account(s) or Credit Card will be debited on the Business Day after the Pay Bills request is processed.
- e. While it is anticipated that most Pay Bills requests will be processed and completed on the Business Day after the Customer's selected Pay Bills process date, the Customer agrees that due to circumstances beyond the control of the Bank some Pay Bills requests may take longer to be posted to the account at the Specified Entity. For this reason, the Bank recommends that the Customer selects a Pay Bills process date at least five (5) Business Days before the actual due date of the payments. The Customer agrees that the Bank will not be responsible for any payments that are received or posted by the Specified Entities after the grace period, or that result in a late charge or penalty assessed by the payee, if the Customer does not follow this recommendation. In such an event, the Customer agrees that he/she shall have the sole risk of incurring and the sole responsibility for paying any and all late charges or penalties assessed by the payee.
- f. Only Specified Entities within UAE may be paid using the Pay Bills Service. The Customer understands and agrees that any Pay Bills Instructions will be subject to the Cut-off time and daily Limits as stipulated above («Cut-off Time for Service Requests & Funds Transfer Services»).

g. The Bank reserves the right to reject a Pay Bills request, if there are insufficient funds available in the Customer's Account, or in the usable balance in the Customer's Account or for any other reason.

### **11.3. Funds Transfer Services:**

#### **11.3.1. Transfer of Funds to own account and to other beneficiary's Account held at the Bank:**

- a. Own account transfer allows the Customer to transfer funds from their Account to any other Accounts held at the Bank in their name.
- b. The Funds Transfer Service to other beneficiary's Account held at the Bank allows the Customer to transfer funds from their Account to any other beneficiary's account held at the Bank.
- c. The Customer must register with the Bank's Digital Banking to be able to use the Transfer of Funds Service or Services. The Customer can see the current status of their service request as pending or completed.
- d. The Customer agrees not to transfer funds to accounts, which are not permitted under these Terms and Conditions and/or in violation of any rules, regulations and laws as applicable.
- e. The Bank reserves the right to decline any Funds Transfer requests as well as requests to amend or cancel a previous request.
- f. If Instructions identify a beneficiary by name and Account number, the Bank may execute those Instructions by reference to the Account number only, even if the Account number does not correspond with the name provided by the Customer.
- g. The Customer understands and agrees that the funds are transferred online upon Funds Transfer request made via the Digital Banking. The Funds Transfer will be subject to the Cut-off times and daily Limits stipulated above.

#### **11.3.2. Transfer of Funds to other banks within United Arab Emirates, banks outside United Arab Emirates and Instant Remittances (RAKMoneyTransfer):**

- a. The Funds Transfer service to other banks within the UAE offered by the Bank allows the Customer to remit funds from their Account to a beneficiary's account in another bank/financial institution within UAE.
- b. The Funds Transfer service allows the Customer to remit funds from their Account to a beneficiary's account in a bank/financial institution outside UAE.
- c. The Customer will be responsible for maintaining, adding and deleting beneficiary's names and details for any Funds Transfer request. To add a beneficiary the customer must enter the applicable Verification Code when requested by Digital Banking.
- d. By using this Service the Customer can transfer funds and enquire on the status of those transfers, appearing as pending, completed or declined.
- e. The Customer acknowledges and agrees that when the Bank is carrying out a remittance from any of their Accounts, the Bank is acting as an agent for the Customer and not as the agent or on behalf of any third party. The Customer understands and agrees that at all times his/her relationship with any third party is independent of the Bank and the Customer's use of this Service. The Bank will in no way be responsible for any acts or omissions by any other bank/financial institution(s) or other provider of any Account, including and without limitation to any modification, interruption or discontinuance of any Account by such bank/financial institution(s).
- f. The Customer agrees not to request for any Funds Transfer that are not permitted under these Terms and Conditions and/or in violation of any rules, regulations and laws as applicable. The Bank is not responsible for any costs or losses incurred as a result of any transactions that are not permitted under restrictions imposed by the beneficiary's bank/financial institution or those imposed by law.
- g. The Bank reserves the right to decline to effect any Funds Transfer requests as well as requests to amend or cancel previous requests. The Customer agrees not to use this Service to make any tax payments or any court-ordered or directed payments.
- h. The Customer understands that the Bank will not investigate any discrepancies between the beneficiary's name and account number. In addition, the Customer agrees that the Bank is under no duty to investigate discrepancies between the beneficiary's name and account number, and that the Bank will act only as per the Instructions of the Customer. If a Funds Transfer request identifies a beneficiary by name and account number, the Bank may execute those Instructions by reference to the account number only, even if the account number does not correspond with the beneficiary's name. The

Customer understands that other bank/financial institutions may not investigate discrepancies between beneficiary's names and account numbers. In addition, the Customer agrees that the Bank have no responsibility to investigate discrepancies between beneficiary names and Account numbers and the Bank will act only as per the instructions of the Customer.

i. The Customer understands and agrees that at all times his/her relationship with other banks/financial institutions is independent of the Customer's relationship with the Bank and the Funds Transfers Service. The Bank will not be responsible for any acts or omissions by other banks/financial institutions or other provider of any account, including and without limitation to any modification, interruption or discontinuance of any account by such banks/financial institutions.

j. The Customer must check with the beneficiary's bank/financial institution for restrictions regarding transfer of funds within their institution. The Bank is not responsible for any Charges or losses incurred from Funds Transfers that are not permitted by such banks/financial institutions or those imposed by law.

k. The Customer understands and agrees that any Funds Transfer instructions to third party accounts in other banks/financial institutions within or outside the UAE are sent by Electronic Funds Transfer. The transfer of funds is subject to the Cut-off time and daily Limits stipulated above. The conditions of transfer of funds by Electronic Funds Transfer are stipulated above.

l. The Customer acknowledges that access to some of the Services available through the Digital Banking including Funds Transfer outside the UAE may take longer to process within the Bank, due to differences in time, business hours and business days between the place where the Instruction or Transaction is received and the place of accounts to be debited or credited.

#### **11.4. Credit Card Payment Service:**

a. Credit Card Payment service offered by the Bank allows the Customer to access their Credit Card details, summary of debits, credit balance available for use, current/previous statement and card payments.

b. Upon registration of the Digital Banking, all Credit Cards issued by the Bank in the Customer's name will automatically be linked to the Digital Banking.

c. This service allows the Customer to request cash back redemption, balance transfers, Credit Card cheques, Card activation and reissue their Personal Identification Number, replacement of Credit Card, change Credit Card limit, report the Credit Card lost/stolen cards, renewal of Credit Card and amendment of standing instructions and early card renewal requests, Convert credit card transactions to EMI, request for Smart cash etc.

d. This Service allows Customers with a valid Credit Card to use their Credit Card to make online payments via the Digital Banking.

e. Any payment Instruction made through this Service will be debited from the Customer's Credit Card immediately.

f. The Customer understands and agrees that any Credit Card payments made using the Digital Banking are online payment Services. Payments will be subject to the Cut-off times and daily Limits stipulated above.

g. The Bank reserves the right to reject a payment Instruction due to insufficient available funds or for any other reason. The status of Service requests can be viewed online as pending, completed or declined.

#### **11.5. Other Digital Banking Services:**

a. The Customer may inquire on investment portfolio, valuation, holding display and request investment statements.

b. Debit Cards Services like - Report Lost or Stolen Card, Block and Unblock Debit Card, Replace card etc.

c. Business Customers may view trade finance account balances.

#### **12. CUSTOMER AGREES AND UNDERTAKES THAT**

a. The Bank is not required to make any investigations regarding the identity of the user gaining access to the Digital Banking, other than the Security Codes provided in the security procedure and/or any other additional security methods/devices implemented by the Bank at its absolute discretion.

b. The Customer is liable for the usage of the Security Codes and any other authentication methods/devices used to access any of the Service under the Digital Banking by authorized personnel, unauthorized personnel or any other third parties.

c. The Bank can reasonably rely on the authenticity of Transactions conducted by the Customer or by Authorised User or anybody else on the Customer's behalf by accessing the Digital Banking using Security Codes and the security procedures. If

the Bank has reason to doubt the genuineness of any Instruction or Transaction, the Bank may, in its own discretion, choose not to process the Instruction and/or Transaction initiated using any of the Digital Banking.

d. The Customer is responsible for the accuracy of information submitted to the Bank and the Bank shall not bear any liability for any loss or damage arising from any erroneous or insufficient information provided to the Bank.

e. The Customer agrees that the Bank may at its sole discretion include additional banking products or services in the Digital Banking or discontinue some of the banking products and Services provided in connection with the Digital Banking.

f. The Customer undertakes to execute any additional documents that may be required by the Bank prior to providing any existing/modified/additional Service under the Digital Banking. Where a Customer fails to comply with such requirements, the Customer shall not be eligible for such existing, enhanced or modified Digital Banking and the Bank will be entitled to withdraw the Services provided earlier.

g. The Customer shall ensure sufficient drawing balance in the Customer Account relating to the Digital Banking, before making any payment or Funds Transfer. If for any reason, the Customer Account is overdrawn by use of the relevant Digital Banking, the Customer shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other Account maintained with the Bank. Failure to comply with this condition shall entitle the Bank to cancel the relevant Digital Banking and to recover or set-off any outstanding amounts and Charges from the Customer in a manner deemed appropriate by the Bank.

h. The Customer irrevocably and unconditionally accepts that any Transaction and/or Instruction made or given through the Digital Banking will be entirely at the Customer's own risk and responsibility. The Bank's record of any Transaction or Instruction processed in connection with Digital Banking will be binding and conclusive evidence of such Transaction or Instruction for all purposes.

i. The Customer agrees that all security procedures used and implemented by the Bank are reasonable and adequate. The Customer shall safeguard and ensure that the security procedures are kept secret at all times and shall diligently safeguard from disclosure and/or use by any other person(s), the Customer's Security Codes, or any other authentication methods/devices, not to be disclosed to any third parties or unauthorized personnel.

j. The Customer is advised:

i. to remember the Security Codes and destroy any notification as soon as the Customer receives it;

ii. not to write down or record their Security Codes;

iii. that any security-related device must be kept physically secure, which includes making sure that Security Codes are not kept in any form (including by browser or any other software) in such a way that anyone using the same device can go through the security procedures using stored details;

iv. to note the restrictions for usage of the Security Codes and/or any other authentication methods/devices as advised by the Bank.

k. The Customer will have access to the Bank's network 24 hours/7 days, with the exception of any planned or unexpected shutdowns during operating and non-operating hours. The Customer acknowledges that such shutdowns may result in either partial or no access to the Digital Banking. The Bank reserves the right to record in its information systems all data concerning any communication or action relating to any Transactions. The Bank will use reasonable endeavours to execute Instructions as soon as these are received from the Customer and accepted by the Bank's information systems but does not guarantee any indicated turnaround time. The date and content of each Instruction will be verified by any means available to the Bank.

### **13. ACCESS TO ACCOUNTS AND AVAILABILITY**

a. The Customer and any Authorised User may request and receive information on most types of Accounts for which the Customer is the account owner. The Bank may restrict:

i. The maximum number of Accounts accessible using the Digital Banking;

ii. the Accounts which the Customer can nominate for use on the Digital Banking; and

iii. Customer or Authorised User use of the Digital Banking on a particular Account (e.g. the Bank may limit the amount of any type of Transaction on a particular Account).

b. The Bank reserves the right to limit the amount and frequency of Transactions that a Customer or Authorised User may use via the Digital Banking, with prior notice being given to the Customer. The Bank further reserves the right to introduce or amend any limits imposed in relation to any Transaction or proposed Transaction with prior

notice being given to the Customer.

c. The Bank will endeavour to ensure the Digital Banking continues to function, but its operation may be subject to interruptions and/or require periodic modifications and improvements. To help reduce the risks, the Bank may introduce or modify limitations on Transaction size, funds Transfer destinations and other features of the Digital Banking.

#### **14. AUTHORISATION**

a. The Customer irrevocably and unconditionally authorises the Bank to:

i. access his Account registered for the Digital Banking to effect banking or other Transactions.

ii. disclose to the Service Provider or any other third party, all Customer and Authorised User information in its possession, as may be required by them to provide the Digital Banking to the Customer or any Authorised User.

iii. record the Transaction details on the Bank's records and agrees that all records of the Bank generated by the Transactions arising out of use of the Digital Banking, including the time of the Transaction recorded shall be conclusive proof of the genuineness and accuracy of the Transactions.

iv. send any rejection message in relation to any Instructions or proposed Transaction, if it finds that the request sent by the Customer or any Authorised User is not in accordance with the Bank's format or other requirements.

v. introduce any new Service(s) through the Digital Banking at any time in future and undertake Transactions using such new Service(s) when a request is received from him.

b. The Customer and each Authorised User acknowledges and agrees that when the Bank and/or its Service Provider effect a Transfer or Remittance from or to any of the Customer Accounts, the Bank and its Service Provider is acting as the Customer's agent, and not as the agent or on behalf of any third party. The Customer and each Authorised User agrees that the Bank, its affiliates, Service Provider and partners shall be entitled to rely on the foregoing authorisation, agency and authority granted by the Customer. The Bank shall be under no obligation to accept any amendment or cancellation of any Instruction by the Customer or any Authorised User.

c. The Customer irrevocably authorises the Bank to accept and act upon all Instructions for Financial Transactions and Non-Financial Transactions provided via the Digital Banking by the Customer or any Authorised User.

#### **15. EQUIPMENT/SOFTWARE**

The Bank may at its sole discretion amend or cancel any of the following Services at any time without giving notice to the Customer:-

a. The Customer is solely responsible for ensuring that the Mobile Device/ Phone and other equipment with which the Customer or any Authorised User accesses and uses the Digital Banking are suitable for such use and are functioning properly (including at any time providing sufficient storage for downloading data to disc or paper for printouts).

b. Customer and/or any Authorised User will be permitted to download the Software for installation into the Customer's or Authorised User's Mobile Device and be granted a limited, non-exclusive, non-transferable right to use the Software, provided the Customer and each Authorised User agrees to:

i. not use the Software for any purpose other than to access the Customer's Account via the Digital Banking on the Customer's or any Authorised User's Mobile Device;

ii. not 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;

iii. neither reproduce, modify or reverse engineer, modify or decompile the Software nor permit any other person to do so;

iv. not permit any person to access the Security Codes or otherwise enable any person to download a copy of the Software.

c. The Customer and each Authorised User acknowledges that the Digital Banking and all Software are owned, proprietary or licensed to the Bank and/or third party providers.

d. The Customer and each Authorised User agrees to have always the latest version of the Software.

e. The Bank is not required to support all the versions of Mobile Devices or operating systems.

f. Availability of certain Mobile Device/phone under Digital Banking channels (e.g. USSD and Application) is dependent on the

Service Provider. By way of example, USSD banking is available to Etisalat subscribers only.

## 16. RESPONSIBILITIES

a. The Customer and any relevant Authorised User are each responsible for protecting their Security Codes and Password for use under Digital Banking.

b. The Customer and each Authorised User accepts that for the purposes of the Digital Banking any Instructions or Transaction emanating from the given Mobile Device/ Number shall be assumed to be initiated by the Authorised User.

c. The Customer and/or any Authorised User shall request the Bank, through any of the banking channels, to suspend the Digital Banking and/or change Mobile Number if the Mobile Device is lost or the Mobile Device or Mobile Number has been allotted to another person. The Customer and/or each Authorised User shall immediately inform the Bank in writing of any change in the Mobile Number or any unauthorised Transaction in his Account of which he/she has knowledge.

d. It shall be the responsibility of the Customer and each Authorised User to ensure he/she is updated regarding any information relating to the Digital Banking as the Bank may, in its absolute discretion, provide (including, without limitation, any additional services under the Digital Banking).

e. The Customer and each Authorised User shall be responsible for providing the correct beneficiary details for a Transaction.

## 17. CONFIDENTIALITY AND DISCLOSURE

a. To the extent not prohibited by applicable law, the Bank shall be entitled to transfer any information including Personal Information relating to the Customer and any Authorised User and/or any other information given by the Customer or any Authorised User for utilization of the Digital Banking to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors, Service Providers and other third parties selected by the Bank, wherever situated, for confidential use in connection with the Digital Banking. Further, the Bank shall be entitled at any time to disclose any and all information concerning the Customer or any Authorised User within the knowledge and possession of the Bank to any other financial institution or any regulatory or other body. This clause will survive the termination of this Agreement.

b. The Bank shall make all reasonable efforts to ensure that the Customer's and each Authorised User's information is kept confidential. The Bank however shall not be responsible for any divulgence or leakage of confidential Customer or Authorised User information where the Bank is not in breach of confidentiality laws/regulations of UAE.

c. The Bank does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Digital Banking. The Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer, any Authorised User or by any person resulting from or in connection with the Digital Banking.

d. The Customer and each Authorised User unconditionally accepts that some information regarding Digital Banking, Mobile Notifications and/or Email Notifications and triggers may be transmitted to and/or stored at various locations accessible by Bank personnel and its affiliates within or outside the United Arab Emirates. The Customer and each Authorised User authorises the Bank to provide information or details relating to the Customer's Account and preferences for Mobile Notifications and/or Email Notifications and triggers, within or outside United Arab Emirates.

e. The Bank will not act on any Instructions via e-mail nor will the Bank, the Customer or any Authorised User transmit to the other any information of a sensitive nature via e-mail. In the event that the Customer or an Authorised User uses e-mail communications, the Bank shall in no circumstances be liable for any loss or damage arising from such use.

## 18. ACCURACY OF INFORMATION

a. The Customer and each Authorised User takes the responsibility for the correctness of the information supplied to the Bank through the use of the Digital Banking or through any other means such as electronic mail, written communication, or telephone.

b. The Customer and each Authorised User accepts that in case of any discrepancy in the information provided with regard to the Digital Banking the onus shall be upon the Customer only. The Customer and each Authorised User agrees to be responsible to furnish accurate information at all times to the Bank including when utilizing the Digital Banking. If the Customer or any Authorised User suspects that there is an error in the information supplied by Bank, the Customer or the Authorised User shall inform the Bank immediately. The Bank will endeavour to correct the error



promptly wherever possible on a best effort basis.

c. The Bank shall also not be responsible for any incidental error which occurs in spite of necessary steps being taken by the Bank to ensure the accuracy of the information provided to the Customer or any Authorised User and the Customer and each Authorised User shall not have any claim against the Bank in an event of any loss or damage suffered by the Customer or an Authorised User as a consequence of the inaccurate information provided by the Bank.

d. The Customer and each Authorised User acknowledges that Account balance provided by the Bank through the use of Digital Banking shall not for any purpose whatsoever be taken as a conclusive statement of the Customer or Authorised User's Account with the Bank.

## 19. CHARGES AND FEES

a. The Bank reserves the right to debit the Customer's Account(s) with fees and charges applicable for Transactions over the Digital Banking. Such fees and charges shall be in accordance with the Bank's Schedule of Charges available to the Customer.

b. Charges for receiving Mobile Notifications messages will be completely borne by the Customer including those charges levied for SMS by a foreign operator if the relevant mobile phone has a roaming facility. The Customer agrees to receive any number of messages at any time.

## 20. SECURITY

a. The Bank undertakes to use reasonable care that the Password shall not become known to any of the Bank's employees or agents unless it is, in the sole discretion of the Bank, necessary for them to have such knowledge. It is the responsibility of the Customer and each Authorised User to set the Password during registration and to change it as and when required in order to secure confidentiality and security of the Password.

b. The Customer and each Authorised User undertakes not to disclose and to treat the access rights, documentation or any other information concerning the Password or related to the Digital Banking as strictly private and confidential at all times. It is the Customer's and each Authorised User's entire responsibility to ensure that the Password and all confidential information are kept secret and not used by anyone else for any fraudulent purpose. In the event of the Password becoming known to someone other than the Customer or an Authorised User, that person may be treated by the Bank as an Authorised User and the Bank shall not be responsible for any loss or damage which may occur as a result of the Password become known to others. If the Customer or any Authorised User knows or suspects that someone else has learned the Password, the Customer or that Authorised User shall inform the Bank immediately.

c. All technology based devices and method of electronic authentication for the security and integrity of electronic data and electronic communications transmission and identification of the sender may be subject to change, at the sole discretion of the Bank. The Bank is not obliged to give prior notification to the Customer or any Authorised User for any technological change.

d. The Customer and each Authorised User must do all that is reasonable to ensure the necessary security measures such as securing the Software, Security Codes installed in the Customer's Mobile Device/Phone/ Email ID with a password. Protecting all such Passwords and Security Codes in strict confidentiality, ensuring the security of the Customer's or any Authorised User's Mobile Device/Phone/ Email ID in such a manner that anyone using the same device will not be able to access the information.

e. In the event that the Customer or any Authorised User loses possession or control of the Mobile Device/Phone/ Email ID on which the Software and/or the Security Codes are installed and on which the Customer or Authorised User receives Mobile Notifications and/or Email Notifications, the Customer or that Authorised User must immediately notify and instruct the Bank in writing to revoke the Security Codes and discontinue Digital Banking. Any Instructions received by the Bank prior to receipt of such written notification associated with the Customer's or Authorised User's Security Code shall be deemed to have come from the Customer or that Authorised User and the Bank shall be entitled to rely on such Instructions, whether they actually originated from the Customer or that Authorised User or not and will be indemnified from any security breach. The Customer and each Authorised User shall be liable to the Bank for any kind of unauthorised or unlawful use of any of the above mentioned Passwords or of the Digital Banking or any fraudulent or erroneous instruction given and any financial charges or liabilities thus incurred shall be payable by the Customer or the Authorised User and not the Bank.

## 21. INDEMNITY AND LIMITATION OF LIABILITY

a. In consideration of Bank agreeing to provide the Digital Banking to the Customer or any Authorised User, the Customer or any Authorised User hereby irrevocably agrees to indemnify and keep the Bank indemnified, at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, suffered or incurred by the Bank on account of any claims, actions, suits or otherwise instituted by the Customer or any Authorised User, or any third party

whatsoever, arising out of or in connection with:

- i. the use of the Digital Banking and any and all Transactions initiated by the use of the Digital Banking, whether with or without the knowledge of the Customer or any Authorised User, or whether the same have been properly initiated or otherwise which Transactions, the Customer hereby acknowledges, the Bank has processed on the Instructions and authority of the Customer or any Authorised User in accordance with these Terms and Conditions and other terms and conditions applicable to any specific product or service, as the case may be;
- ii. the provision of Digital Banking to the Mobile Device/Phone of a Customer and each Authorised User or as a result of any transmissions over the GSM network in connection with such Mobile Notifications.
- iii. a breach of these Terms and Conditions by Customer or any Authorised User; or which were contributed to or caused by negligent actions by the Customer or any Authorised User or a failure on the Customer's or any Authorised User's part to advise the Bank within a reasonable time about any loss of the Mobile Device/Phone or unauthorized access or Transaction in the Account; and
- iv. the Bank supplying Credit Information to any Relevant Entity provided that such information has been supplied by the Bank to the Relevant Entity in good faith and with reasonable care.  
The Customer and each Authorised User further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Customer notwithstanding any partial or full withdrawal of the Digital Banking.
- b. Except as expressly provided in these Terms and Conditions, the Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, even if the Bank had been advised of the possibility of such damages or loss, suffered by the Customer, any Authorised User or any person howsoever arising from or relating to:
  - i. any use of or inability to use the Digital Banking;
  - ii. any inaccuracy incompleteness or misinformation of any information or amount retrieved by the Bank in relation to the Account or any Credit Card;
  - iii. the erroneous input of Instructions or any other information by the Customer or any Authorised User;
  - iv. non-payment as a result of any error in the beneficiary details submitted by the Customer or any Authorised User, any failure to identify the beneficiary or delay in payment to the beneficiary at the receiving destination;
  - v. any breach of security caused by the Customer, any Authorised User or any third party;
  - vi. any Transactions entered into based on the Digital Banking;
  - vii. any loss of, unauthorised access to or alteration of information or data during processing or transmission;
  - viii. payment Instructions submitted to the Bank where the time of receipt of such Instructions by the Bank does not fall during the normal business timings of the Bank;
  - ix. the Bank's access to the Account;
  - x. the Bank acting on the Customer's or any Authorised User's Instructions;
  - xi. any Transaction limit or restrictions set by the Bank or any third party;
  - xii. any unauthorised use of the Password or Mobile Device/Phone or for any fraudulent, duplicate or erroneous transaction instructions provided by the Password or Mobile Device/Phone;
  - xiii. any unauthorised access by any other person or breach of confidentiality;
  - xiv. any lapse or failure on the part of the Service Provider or any third party affecting the Digital Banking;
  - xv. any unavailability or improper functioning of the Digital Banking for any reason including due to the location, mobile network availability and signal strength, proper functioning of hardware, Software or the Mobile Device/Phone;
  - xvi. the non-delivery or delayed delivery of Mobile Notifications, Email Notifications, Instructions, information or payments or any error, loss or distortion in transmission of information or Instructions to or from the Customer or any Authorised User, (ii) the delivery of Mobile Notifications and/or Email Notifications or information to a party other than the Customer or Authorised User if the Mobile Device/Phone is in the possession or control of such party for any reason whatsoever, (iii)

the delivery of SMS, Mobile Notifications or information to another mobile device/phone or mobile number due to the act, omission or error of the Bank's employees or agents or any third party, to include but not be limited to, any Service Provider, (iv) actions taken or not taken by the Customer, an Authorised User or any third party in reliance on material or information contained in a Mobile Notification and/or Email Notifications or (v) the use and provision of the Mobile Notifications and/or Email Notifications service in any way whatsoever;

xvii. any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer or any Authorised User and the network of any Service Provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer or any Authorised User, the Bank's system or the network of any Service Provider and/or any third party who provides such services as is necessary to provide the Digital Banking;

xviii. any dispute between the Customer or any Authorised User and a Service Provider or any third party (whether appointed by the Bank in that behalf or otherwise);

xix. use of the Digital Banking by any other person with an express or implied permission of the Customer or any Authorised User;

xx. the confidentiality, secrecy and security of the personal or Account information being sent through the Digital Banking to effect Instructions;

xxi. disclosure of personal information to a third party by the Bank, for reasons inclusive but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating; or

xxii. the Mobile Device/Phone or any other item of the Customer's equipment not being suitable or not functioning properly.

c. The Customer may access a statement of all the transfers and payments effected or pending at any time. If any Transaction could not be completed, the Bank and/or its Service Provider, upon learning that such transfer or payment have failed; will make reasonable efforts to complete the transfer/payment. If the transfer/ payment fail a second time, the Bank will notify the Customer. The Bank does not guarantee good and timely execution of Transactions and will not be liable for any direct, indirect, incidental, special or consequential damages if the Bank's failure to complete any Transaction under the Digital Banking, which was not intentional and resulted from a bona fide error, notwithstanding the Bank's procedures to avoid such error, for instance:

i. if the Customer does not have enough Available Funds in their Account to make the transfer;

ii. if the Customer's computer malfunctions;

iii. if the Bank's browser or the processing centre of the Bank or its agent that is used for Digital Banking is not working properly and the Customer knew or is advised by the Bank or its agent about this when the Customer made the Transaction;

iv. if circumstances beyond the Bank's control (such as fire, flood, computer failure or interference from an outside force) prevent the Transaction from being properly executed or completed;

v. if the Customer's Password or User ID have been reported lost or stolen or the Bank has reason to believe that the Transaction is unauthorized;

vi. if the Transaction would violate any applicable provision of any risk control program or applicable policies, procedures or practices or laws or government regulations;

vii. if the Bank has reasonable cause not to honour for the Bank's protection or for the Customer's;

viii. if the Customer's access to the Digital Banking has been suspended;

ix. if the funds in the Customer's Account are subject to legal process or other encumbrance restricting the transfer;

x. if the payee has a mailing address outside the UAE or if the Pay Bills is to pay any taxes, or to make a court-ordered or directed payment; and any other exceptions stated in the Bank's agreements with the Customer, the Bank shall not be obligated to inform the Customer of a failure to effect any payment or execute any Transaction for any of the abovementioned reasons. The Bank may at any time request from the Customer's written confirmation of submitted Transactions. The Customer declares that none of its Transactions shall contribute to the laundering of criminal proceeds and the Customer assumes responsibility for the authenticity and lawfulness of its Transactions.

## 22. LIABILITY AND WARRANTIES

a. The Customer and each Authorised User understands and agrees that:

i. the Digital Banking are provided «as-is» except as otherwise provided in these Terms and Conditions or the Bank's Disclaimer and Privacy Policy as provided on the Bank's Website and as required by law; and

ii. use of the Digital Banking including any material and / or data download or otherwise obtained through the use of the Digital Banking is downloaded or obtained at the Customer's and each Authorised User's own risk.

b. The Bank assumes no responsibility for the timeliness, deletion, mistaken delivery or failure to store any user communications or personalization settings limitation or any damage to the Customer's or any Authorised User's computer system or loss of data that results from the download or the obtaining of such material and/or data.

c. Except as expressly set forth in these Terms and Conditions, the Bank disclaims warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of Intellectual Property or third party rights, and the Bank makes no warranty or representation regarding the accuracy or reliability of any information including such information as retrieved by the Customer or any Authorised User from the Customer's Account or any results that may be obtained from the use of the Digital Banking, or that the Digital Banking will meet requirements of all users, be uninterrupted, timely, secure or error free. The Bank makes no warranty as to the quality of service provided by any Service Provider.

d. The Customer agrees that the Digital Banking is provided exclusively for the benefit of the Customer and the Authorised Users. The Bank shall not be held liable in any manner or form, for providing the Digital Banking, including but not limited to, any of the following:

i. if the Customer is unable to access and/or utilize the Digital Banking due to any reason beyond the Bank's control including any technical, communication or network malfunction or breakdown;

ii. for any loss or damage that may arise or be incurred directly or indirectly by reason of the Bank carrying out the Customer's Transactions or Instructions or from any malfunction or failure of the Digital Banking;

iii. for any change, alteration, additions or deletions to these Terms and Conditions, the Digital Banking, the systems of operation of the Digital Banking or the daily Cut-off times;

iv. for any partial, incomplete, late or failed transfer, remittances or Pay Bills to any payee/beneficiary nominated under the Digital Banking due to any reasons beyond the Bank's control.

## 23. VIRUSES AND TECHNICAL PROBLEMS

a. The Bank shall not be held liable for any harm caused by the transmission through the Digital Banking, of a virus, or other mobile code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the Digital Banking or any of the Customer's or any Authorised User's software, hardware, data or property.

b. The mobile telecommunication channel is subject to inherent technological deficiencies, network traffic congestion and other extraneous factors beyond the Bank's reasonable control. For these reasons, mobile telecommunication is not always a reliable instantaneous medium of communication. The Customer and each Authorised User acknowledges and agrees that, as a result of any of the above factors, there may be failure or delays in the Bank's receipt of Instructions and consequential failure or delays in the execution of Instructions, and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given. The Customer and each Authorised User further acknowledges and agrees that there are risks of interception of Instructions and that such risk shall be borne by the Customer and any Authorised User. The Customer and each Authorised User acknowledges and agrees that it is not usually possible to cancel an Instruction after it has been given.

## 24. INTELLECTUAL PROPERTY RIGHTS

a. The Customer and each Authorised User acknowledges that the Bank or the Service Provider is the owner of or has the right and ability to provide access to the requisite Intellectual Property Rights to the Customer and each Authorised User for the purposes of these Terms and Conditions.

b. The Customer and each Authorised User acknowledges and agrees that any and all Intellectual Property Rights in and relating to: (a) the implementation of these Terms and Conditions and (b) all materials, documentation of the Digital Banking and subsequent amendments including user guidelines in any form for use in connection with the implementation of these

Terms and Conditions, (c) whether such rights are existing prior to or are created after the commencement of these Terms and Conditions, shall constitute or become the property of the Bank to the extent permitted by law. The Customer and each Authorised User agrees to treat at all times, the access rights, documentation, Intellectual Property or any other information related to the Digital Banking as strictly private and confidential. The Customer and each Authorised User shall have no right, other than as permitted by these Terms and Conditions or as permitted by the prior written consent of the Bank (which may be withheld), to use, copy, reproduce, disclose or permit any other person or business entity to use or have access to such Intellectual Property Rights. The Bank shall have the absolute right to utilize the Intellectual Property Rights to its benefit and advantage and to alter and/or improve any element or component thereof in any manner it deems fit at all times. The Customer and each Authorised User agrees to take all steps forthwith and upon request by the Bank which are within Customer's power to procure the assignment of any such Intellectual Property Rights in and relating to the implementation of these Terms and Conditions without the payment of any fee or other consideration if and to the extent that these are not automatically the property of the Bank under this clause.

c. The Customer and each Authorised User acknowledges and agrees that the Customer obtains no right or interest in the Intellectual Property Rights by virtue of these Terms and Conditions.

d. In relation to the Intellectual Property Rights which are the subject of these Terms and Conditions the Customer and each Authorised User shall abide by the following:

i. neither the Customer nor any Authorised User shall sell, give, grant, assign or in any way dispose or attempt to dispose of the Intellectual Property Rights to any third party, nor purport to engage in any such conduct;

ii. neither the Customer nor any Authorised User shall register or apply for registration of any Intellectual Property Rights in the UAE or in any other country, nor support or assist directly or indirectly any other party to do so;

iii. neither the Customer nor any Authorised User shall in anyway infringe the Intellectual Property Rights, nor support or assist directly or indirectly any other party to do so;

iv. the Customer and each Authorised User agrees to notify the Bank as soon as it is aware of any infringement of the Bank's Intellectual Property Rights or becomes aware of or suspects any unauthorised third party access to or use of Intellectual Property Rights, and shall provide all reasonable assistance to the Bank to prevent or limit the scope of such infringement.

e. In case of the Customer's or any Authorised User's violation of or infringement of the Intellectual Property Rights by any means, the Bank shall be entitled to take any legal action against the Customer and/or any Authorised User it considers appropriate and seek compensation for such infringement and, without limiting the scope of its rights in this regard, it may also serve a written notice to the Customer and or any Authorised User for the termination of these Terms and Conditions.

f. The obligations of the Customer and each Authorised User in this clause shall continue in force notwithstanding termination of these Terms and Conditions for whatsoever reason.

## 25. ELECTRONIC COMMUNICATIONS

a. The Service(s) under Digital Banking are an electronic, internet-based service. Therefore, the Customer understands and agrees that these Terms and Conditions will be entered into electronically, and that the following categories of information («Communications») may be provided by the Bank to the Customer, by electronic means:

i. these Terms and Conditions and any notices, amendments, modifications or supplements to it;

ii. records of transfers, payments and other Transactions done through utilizing the Digital Banking, including without limitation confirmations of individual transactions;

iii. any initial, periodic or other disclosures or notices provided in connection with the Digital Banking, including without limitation those required by law;

iv. any Customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service(s);

v. any other communication related to the Digital Banking.

b. Although the Bank reserves the right to provide Communications in paper format at any time; the Customer agrees that the Bank is under no obligation to do so. All Communications in either electronic or paper format will be considered to be «in writing». The Customer should print a paper copy of any important electronic Communication and retain the copy for their records.

c. The Customer agrees to promptly update its registration records, if the Customer's e-mail address or other information changes. The Customer can update their registration records, such as the Customer's e-mail address, by using the Digital Banking.

d. Communications may be posted on the pages of the Service(s), the Bank's Website or other Website of the Bank disclosed to the Customer and/or delivered to the e-mail address provided by the Customer. Any electronic Communication (including e-mails) will be deemed to have been received by the Customer when the Bank sends it to the Customer, irrespective of whether the Customer receives the e-mail. If the communication is posted on the Service(s), then it will be deemed to have been received by the Customer no later than five (5) Business Days after the Bank posts the Communication on the pages of the Service(s), whether or not the Customer retrieves the Communication. An electronic Communication by e-mail is considered to be sent at the time that the Bank's e-mail server to the appropriate e-mail address directs it. An electronic Communication made by posting on the pages of the Service(s) is considered to be sent at the time it is publicly available. The Customer agrees that these are reasonable procedures for sending and receiving electronic Communications.

e. In order to access and retain Communications, the Customer must have an e-mail account and e-mail software capable of reading the Bank's e-mails.

f. The Bank is entitled to record all Instructions and other communications with the Customer and each Authorised User and messages and/or Instructions sent to the Bank electronically or otherwise and other Transactions conducted by or through any such medium. The Bank's record of all such Instructions, communications, conversations, Instructions, messages and Transactions will be conclusive and binding on the Customer and each Authorised User for all purposes. The Customer and each Authorised User acknowledges and agrees that the Bank's records of Instructions made or performed, processed or effected through the Digital Banking by the Customer, any Authorised User or any person purporting to be the Customer or any Authorised User, or any record of Transactions relating to the Digital Banking and any record of any Transactions maintained or by any relevant person authorised by the Bank relating to or connected with the Digital Banking, whether stored in electronic or printed form, shall be binding and conclusive on the Customer and each Authorised User for all purposes whatsoever and shall be conclusive evidence of the Instruction and Transactions and the Customer's and each Authorised User's liability to the Bank. The Customer and each Authorised User hereby agree that all such records are admissible in evidence and that neither shall challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of the Customer's or Authorised User's rights (if any) to so object.

## **26. SUSPENSIONS, REINSTATEMENT OF ANY SERVICE(S) OR USE OF DIGITAL BANKING**

The Bank may at its sole discretion amend or cancel any of the following Services at any time without giving notice to the Customer:-

a. In the event that the Bank at any time incurs a problem with the Customer's use of any Service(s) under the Digital Banking, including without limitation a failure in attempting to debit any of the Customer's Accounts or to collect with respect to any of transfers or payments, without limiting any other right or remedy that the Bank may have under these Terms and Conditions or otherwise, the Bank reserves the right to suspend the Customer's right to use the Digital Banking, immediately and without prior notice to the Customer. The Customer understands and agrees that such action is reasonable for the Bank to take in order to protect the Customer's Accounts and the Bank from loss.

b. In the event of such suspension, the Customer may request reinstatement of the Service(s) by contacting the Bank using any of the methods provided for under these Terms and Conditions. The Bank reserves the right in its sole discretion to grant or deny reinstatement of the Customer to use any of the Service(s) or the Digital Banking.

c. The Customer and each Authorised User further agrees that the Bank shall be entitled at any time, at the Bank's sole discretion and without prior notice, to temporarily suspend the operation of the Digital Banking for updating, maintenance and upgrading purposes, or any other purpose whatsoever as the Bank deems necessary, and in such event, the Bank shall not be liable for any cost, loss, liability or damage which may be incurred by the Customer or any Authorised User as a result.

## **27. AMENDMENTS/CHANGES TO DIGITAL BANKING**

a. The Customer agrees that the Bank may modify/change the Digital Banking or any one of the Service(s), use of the some or all accounts within the Digital Banking, with or without notice, without liability to the Bank. The Bank reserves the right to change the Terms and Conditions of a particular Service under the Digital Banking in its sole discretion at any time.

b. The Customer agrees that if the Customer continues to use any Service(s) after the Bank notifies the Customer of any

change, the Customer thereby accepts the changes to such terms and agrees to be bound by these Terms and Conditions, as amended.

c. The Bank reserves the absolute discretionary right to make any amendments in the given terms and condition at any time as it may deem fit without any prior notice to the Customer or any Authorised User.

d. The Bank may notify the Customer of any amendments to these Terms and Conditions through electronic communication in Customer's Bank's -Email and such amendments will be effective from the date such changes are notified to the Customer. However, such changes are deemed to be binding on the Customer and each Authorised User whether or not the Customer or that Authorised User has received specific notice in person of such amendments. The Customer is required to notify each Authorised User of any such change to these Terms and Conditions.

## 28. NON-ELIGIBILITY FOR DIGITAL BANKING

a. The Bank reserves the right, subject to applicable law, to discontinue, withdraw or terminate the Service(s) under the Digital Banking and the Customer's right to use the Digital Banking at any time and for any reason, including without limitation if the Bank, in its sole judgment, believes that the Customer is engaged in activities that violate any of the terms under these Terms and Conditions or the rights of the Bank and/or the Bank's Service Provider, or if the Customer provides the Bank with false or misleading information or interferes with other users or the administration of the Digital Banking.

b. It is a condition precedent for use of the Digital Banking that the Customer maintains an Account(s) with the Bank in UAE and in the event where the relationship is terminated for any reason or in the event of any breach of these Terms and Conditions, the Bank shall be entitled forthwith to cancel/terminate the Digital Banking without providing any reason whatsoever.

c. If the Customer wishes to terminate the Digital Banking or any Authorised User's authority to operate the Digital Banking, the Customer may do so through Digital Banking or through the Bank's branches by completing an application form and de-registering from the service. Notwithstanding the termination of the Digital Banking or any Authorised User's authority, the Customer shall remain accountable for all Instructions and/or Transactions effected prior to any such cancellation.

d. The Bank may terminate the access to the Digital Banking immediately if the Customer:

i. or any Authorised User breaches these Terms and Conditions;

ii. becomes insolvent dies, becomes bankrupt or lacks legal capacity;

iii. ceases to maintain an Account or Credit Card with the Bank in the United Arab Emirates;

iv. or the Bank, terminates the Customer's relationship with the Bank for any reason; or

v. or any Authorised User notifies the Bank of changes in the status of the Customer or any Authorised User, which are unacceptable to the Bank.

## 29. MISCELLANEOUS PROVISIONS

a. The Customer and each Authorised User agrees that if any further Accounts or products or services are subscribed to by the Customer with the Bank or any of its affiliates, and the Bank extends Digital Banking to such Accounts, products or services, then these Terms and Conditions shall automatically apply.

b. No forbearance, neglect or waiver by the Bank in the exercise or enforcement of any right or remedy arising from any of these Terms and Conditions will prejudice the Bank's right thereafter to strictly enforce the same. No waiver by the Bank will be effective unless it is in writing.

c. If any provision in these Terms and Conditions is found to be unenforceable, invalid or illegal, such provision will be deemed to be deleted and the remainder of these Terms and Conditions will be unaffected by such unenforceability, invalidity or illegality.

d. The Bank may, without any prior notice to the Customer or any Authorised User, at its own discretion assign the whole or any part of its rights and obligations under these Terms and Conditions. The obligations of the Customer and each Authorised User under these Terms and Conditions may not be assigned in whole or in part, without a prior written consent of the Bank.

e. The Customer is deemed to have read, understood and agreed to be bound by these Terms and Conditions. At any time,

the Bank may change, add, amend, supersede or supplement any or all of the provisions of these Terms and Conditions. The Bank will notify all the Customer in writing of any amendments to these Terms and Conditions and such amendments will be effective from the date such changes are notified to all Customers. However, such changes are deemed to be binding on the Customer whether or not the Customer has received specific notice in person of such amendments.

f. The Customer consents and agrees that the Bank:

i. may disclose information regarding the Customer, including Credit Information, to any Relevant Entity;

ii. may obtain any Credit Information relating to the Customer or any entity over which the Customer has control either as shareholder, authorised signatory, Authorised User or otherwise from any Relevant Entity and may apply or use such Credit Information in making any credit or other assessment in relation to the Customer's Accounts or facilities (or proposed accounts or facilities) with the Bank; and

iii. shall have no liability or responsibility to either the Customer including any entity over which the Customer has control either as shareholder, authorised signatory or otherwise or any third party relying on any Credit Information provided by the Bank to any Relevant Entity (or, in the event of onward transmission of such Credit Information by that Relevant Entity) provided such Credit Information is provided in good faith and with reasonable care and without any requirement that such Credit Information be updated or checked by the Bank in the event that the Customer's personal or financial situation or that of any entity over which the Customer has control either as shareholder, authorised signatory or otherwise may subsequently change or further information is provided by the Customer to the Bank.

iv. and its Service Provider reserve the right to obtain such information as the Bank deems reasonably necessary to ensure that neither the Customer nor any Authorised User is using the Digital Banking in violation of law, including, but not limited to, laws and regulations designed to prevent «Money Laundering» or the transfer of funds to Accounts that are blocked by the Central Bank of the UAE or under the laws and regulations applicable to Money Laundering, of the country of access to the Digital Banking. The Customer and each Authorised User undertakes to provide all or any information regarding the transfer and payments in order to comply with the applicable laws and regulations. The Customer and each Authorised User shall be responsible for the prevention of money laundering and shall ensure compliance of the same.

### 30. GOVERNING LAW AND JURISDICTION

a. These Terms and Conditions shall be governed by and construed in accordance with the Federal laws of the UAE as applied by the Courts of the Emirate of Dubai, as applicable from time to time and the Bank and the Customer and each Authorised User hereby irrevocably submits to the exclusive jurisdiction of the courts in the UAE to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions.

b. The Customer and each Authorised User irrevocably waives any objection which it might now or hereafter have to the courts referred to in this clause being nominated as the forum to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions made hereunder and agrees not to claim that any such court is not a convenient or appropriate forum.

c. Submission to the jurisdiction of the courts of the UAE shall not limit the right of the Bank to bring proceedings against the Customer or any Authorised User in any other court of competent jurisdiction nor shall taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.