

Terms and Conditions for Shari'ah Compliant Account Operation

(Current/Savings/Special Savings/Call Investment
Account/Term Investment Deposit/Debit Card/
Mobile Phone Banking Services/Personal Internet
Banking/Phone Banking Services)



Terms and Conditions for Shari'ah Compliant Account Operation

(Current/Savings/Special Savings/Call Investment
Account/Term Investment Deposit/Debit Card/
Mobile Phone Banking Services/Personal Internet
Banking/Phone Banking Services)



SECTION A

General Terms and Conditions for Account Operation

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

'Account' means a Current Account, a Savings Account, a Special Savings Account/Call Investment Account or a Term Investment Deposit, as the case may be, opened and operated by the Account Holder with the Bank.

'Account Holder' means any person (and/or corporate entity) who maintains an Account with the Bank.

'Account Number' is a unique serial number attached to each Account opened with the Bank.

'Account Opening Application Form' means the Bank's standard form in use from time to time and described as "New Account Opening Form (Individuals)" or "New Account Opening Form (Corporate Entities)" as applicable, which a prospective Account Holder must complete.

'Additional Conditions for Specific Accounts' means the terms and conditions appearing as part of the General Terms and Conditions for Account Operation dealing with specific Accounts.

'Agreement' means the agreement as defined in the Mandate.

'Available Balance' means the current balance less any uncleared deposited cheques/Commercial Papers.

'Bank' means Abu Dhabi Commercial Bank or any of its branches.

'Branch' means a branch of the Bank and/or services centres, kiosks, outlets or stands representing the Bank.

'Business Day' means a day (other than a Friday or any public holiday declared by the UAE Central Bank) on which banks are open for general business in the UAE.

'Commercial Papers' are Shari'ah compliant, commercially negotiable and commercially acceptable as instruments of payment, instead of money and include bills of exchange, promissory notes, bearer bonds, cheques and other papers drawn up for commercial purposes, which are customarily accepted as instruments of payment in transactions.

'Corporate Entity' means an establishment, company, corporation, trust, agency or partnership and any governmental authority (whether or not having a separate legal personality).

'Current Account' means a demand deposit account offered by the Bank to Account Holders for safe custody of their cash. The Current Account is based on a Wadi'ah contract, which is based on a concluded contract between the owner of the money (being the Account Holder) and the custodian (being the Bank) for safe-keeping, whereby the depositor permits the bank to utilize the money for Shari'ah compliant purposes (including any investments representing the deposit from time to time) and with the Bank guaranteeing the value of the deposit, thus creating a 'Wadi'ah Bed-Dhaman' contract. The cash in the Current Account is neither entitled to investment profit nor does it bear any risk (other than a credit risk on the Bank). A credit balance in the Current Account is a Qard Al Hassan (loan without interest).

'Debit Card' means a debit card issued by the Bank and subject to the Debit Card General Terms and Conditions.

'Debit Card General Terms and Conditions' means those terms and conditions being part of the General Terms and Conditions for Account Operation that deal with Debit Cards.

'Dirhams' or **'AED'** means the lawful currency of the UAE from time to time.

'Form of Board Resolution' means the Bank's standard form of board resolution for Corporate Entities in use from time to time, which a prospective Corporate Entity must complete in form and substance satisfactory to the Bank.

'General Terms and Conditions for Account Operation' means these terms and conditions dealing with general matters regarding the operation of Accounts.

'Investment Deposit' means a deposit for a fixed or unlimited term (whether a Savings Account, Special Savings Account/Call Investment Account or a Term Investment Deposit) in which the Account Holder (being the Rabb Al Mal) authorises the Bank (as the mudarib or investment manager) to invest the deposit on the basis of an unrestricted (discretionary) Mudaraba contract in accordance with the principles of the Shari'ah.

'Term Investment Deposit' means that Account more particularly described in paragraph 42.

'Savings Account' means that Account more particularly described in paragraph 40.

'Special Savings Account/Call Investment Account' means that Account more particularly described in paragraph 41.

'Law' means any law, statute, decree, regulation, ordinance, any code having legal force, administrative order, or directive and any subsidiary or delegated legislation

deriving from such law, statute, decree, regulation, ordinance, any code having legal force, administrative order, or directive and lawful shall be interpreted accordingly, and in conjunction with paragraph 32.

'Mandate' means the mandate signed by the Account Holder(s) mandating the opening of the Account(s).

'Month' means a calendar month.

'Phone Banking Services' means those phone banking services offered by the Bank through a call centre located in the UAE and available on the toll free number 800 MEETHAQ (800 6338427).

'Phone Banking Services Terms and Conditions' means those terms and conditions being part of the General Terms and Conditions for Account Operation that deal with Phone Banking Services.

'Shari'ah' means and refers to the Islamic Shari'ah, as interpreted by the Shari'ah Supervisory Board.

'Shari'ah Supervisory Board' means the Shari'ah Supervisory Board of the Bank.

'Specimen Signature Card' means the Bank's standard form of specimen signature card in use from time to time for the purpose of identifying the signatories for an Account.

'Statement of Account' means a statement giving details about the transactions undertaken in relation to an Account and the balance in the Account within a specified period of time.

'Tariff of Charges' means the schedule of charges issued from time to time by the Bank in relation to the operation of Accounts and banking transactions undertaken by the Bank's account holders.

'Tax' means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or charge payable acceptable by the Shari'ah in connection with any failure to pay or any delay in paying any of the same).

'Terms and Conditions for Shari'ah Compliant Account Operation' includes the General Terms and Conditions for Account Operation, the Additional Conditions for Specific Accounts, the Debit Card, Phone Banking Services, Mobile Phone Banking Services, Personal Internet Banking Terms and Conditions and any other terms and conditions introduced from time to time by the Bank in relation to the Accounts.

'UAE' means the United Arab Emirates.

1.2 Interpretation

Unless the context otherwise so requires, the following shall apply:

- (a) an "amendment" includes a supplement, novation or re-enactment and "amended" is to be construed accordingly;
- (b) "including" is not limiting and means "including without limitation";
- (c) a reference to a provision of any Law is a reference to that provision as amended or re-enacted;
- (d) a reference to the Agreement or the General Terms and Conditions for Shari'ah Compliant Account Operation or another agreement, document or instrument is a reference to the Agreement or the General Terms and Conditions for Shari'ah Compliant Account Operation or other agreement, document or instrument as amended in accordance with its terms;
- (e) references to clause and paragraph headings are for ease of reference only and shall not be taken into account for the purposes of interpretation or construction of any provision of these General Terms and Conditions for Shari'ah Compliant Account Operation;
- (f) a reference to a person includes any natural person, firm, company, corporation, trust, agency or partnership and any governmental authority (whether or not having a separate legal personality) or any two or more of the foregoing;
- (g) a reference to the singular shall include a reference to the plural and vice versa;
- (h) a reference to one gender shall be taken as a reference to any other gender;
- (i) a reference to time of day is a reference to UAE time; and
- (j) a reference to a month or a year is a reference to a calendar month or year calculated by reference to the Gregorian calendar.

1.3 General Terms and Conditions for Account Operation

If there is any inconsistency or conflict between the various terms and conditions comprising the Terms and Conditions for Shari'ah Compliant Account Operation and the General Terms and Conditions for Account Operation, the provisions of the Terms and Conditions for Shari'ah Compliant Account Operation shall prevail.

2 VARIATION OF THE TERMS AND CONDITIONS FOR SHARI'AH COMPLIANT ACCOUNT OPERATION

- 2.1 The Bank may, from time to time, at its own discretion, alter the Terms and Conditions for Shari'ah Compliant Account Operation. Any such alteration shall be notified to the Account Holder by any of the following:
- a notice sent to the Account Holder;
 - a notice displayed in the Branch Offices; or
 - printed on or included with the Account Holder's next due statement of account.
- 2.2 Such notice will state when such alteration will come into force. As from the date specified in the notice as to when the alteration will come into force, such altered Terms and Conditions for Shari'ah Compliant Account Operation shall be binding upon the Account Holder and its legal heirs, successors in interest and permitted assigns with respect to all of its Accounts, other than in relation to an Investment Deposit (whether a Savings Account, Special Savings Account/Call Investment Account or a Term Investment Deposit). The notice of alteration of the Terms and Conditions for Shari'ah Compliant Account Operation, must seek the consent to such alteration from Account Holders of Investment Deposit but such Account Holders will be deemed to have consented unless the Bank receives a written notice of objection within 10 days of the issue of such notice of alteration.

3 ELIGIBILITY

- 3.1 The Bank only accepts customers who have full legal capacity and who meet the Bank's application eligibility requirements. When an Account Holder signs the Account Opening Application Form it will be warranting to the Bank that it has full legal capacity to enter into the Agreement.
- 3.2 Accounts may not be available to residents/nationals of certain countries, at the Bank's discretion.
- 3.3 The Account Holder must ensure that it is eligible to agree to the Terms and Conditions for Shari'ah Compliant Account Operation and to operate its Account(s) as envisaged in the Terms and Conditions for Shari'ah Compliant Account Operation.

4 RIGHT TO REFUSE TO OPEN AN ACCOUNT OR ACCEPT AN INSTRUCTION OR A DEPOSIT

- 4.1 The Bank may, at its sole discretion, refuse to accept a deposit, refuse to accept an instruction

and refuse to open an Account without giving prior written notice and without giving a reason for any such decision.

- 4.2 When an Account Holder applies to open an Account it must supply the Bank with such information and supporting documents that the Bank requires, including those relating to verification of identity and address and other introductory criteria that may be prescribed by the Bank from time to time, and communicated to the Account Holder when it completes the Account Opening Application Form.
- 4.3 If at any time, an Account is opened with incomplete or incorrect documents or information, the Bank may, at its sole discretion, restrict the operation of the Account(s) until such time that all required information and/or documentation is provided to the Bank (to the satisfaction of the Bank).

5 INSTRUCTIONS

- 5.1 The Account Holder irrevocably authorises and requests the Bank to honour and comply with:
- all cheques and other Commercial Papers expressed to be drawn, signed endorsed, accepted or made by the Account Holder drawn upon or addressed to or made payable with the Bank whether on an Account(s) that is in credit and to act on any instructions to countermand or revoke any cheque or other Commercial Papers before they are carried out (to the extent the Bank is able to legally do so); and
 - any order to withdraw any or all money on any Account and instructions to deliver, dispose or deal with any securities, deeds or documents or other property (including security boxes and their contents) whatsoever from time to time in the Bank's possession for such Account whether by way of security, safe custody or otherwise.
- 5.2 The Account Holder irrevocably authorises the Bank to act on any instructions with regard to the purchase or sale of, or other dealings in, securities or documents or any foreign currency, to accept and act on any application or request for the issue of any letter of credit, guarantee, indemnity or counter-indemnity and any instructions in relation to any letter of credit, guarantee, indemnity and to act on any instructions with regard to any other transactions of any kind.
- 5.3 Without prejudice to paragraph 11, if the Bank should provide any Shari'ah compliant facilities or accommodation for any of the Account Holder's

accounts, the Account Holder irrevocably authorises the Bank to accept any documents signed or executed by the Account Holder creating or evidencing any charge, mortgage or pledge over or in respect of any Shari'ah compliant securities, deeds, documents or other property (including security boxes and their contents) whatsoever from time to time in the Bank's possession for such Account or Accounts, whether by way of security, safe custody or otherwise.

- 5.4 The Account Holder accepts that the Bank's receipt and acknowledgement of the Account Holder's instructions cannot be considered as proof that the transaction covered by such instructions has taken place and accordingly the Account Holder must regularly check the status of the transaction.

6 DEPOSITS

- 6.1 The Bank shall credit the Account in respect of cash/cheques/other Commercial Papers, which may be deposited for or by the Account Holder but, in relation to cheques/other Commercial Papers, subject to the provisions of paragraph 7 below.
- 6.2 The Bank may, at its discretion, credit the Account with any amount deposited by a third person.
- 6.3 The Bank shall have the right, in its sole discretion, to refuse to accept any cash deposit or deposit in the form of cheques/other Commercial Papers including if it believes or suspects that such amounts are derived from sources that are prohibited by Law.

7 COLLECTIONS

- 7.1 The Bank provides collection services in accordance with the principles of Islamic finance and subject to the Law, on behalf of, and under the instructions of the Account Holder, of cheques and other Commercial Papers and will charge for such services in accordance with the Tariff of Charges.
- 7.2 Un-cleared items, though provisionally credited to the Account, shall not be drawn against. The Bank will not credit the Account on a provisional basis, with the value of post-dated cheques or other Commercial Papers and cheques or other Commercial Papers drawn on centres where the Bank is not located.

Even if the Bank should allow such items to be credited and/or allowed to be drawn against, the Bank shall have a right to debit the Account if the proceeds of the cheque or other Commercial Paper are not realised.

- 7.3 If any cheques or Commercial Papers are dishonoured for any reason whatsoever, provided that the Account will not have a debit balance as a consequence, the Bank has the right to debit the Account with the value thereof and can charge the Account Holder a fee as described in the Tariff of Charges (or as the Bank may specify) together with handling charges.
- 7.4 The Bank is absolved of any liability, loss, expense or other obligation on the part of the Account Holder arising due to delay in issuing a 'Protest' or in not issuing a 'Protest', other than as may have been caused by the gross negligence or wilful default of the Bank.
- 7.5 The Bank may refuse to accept for collection cheques or any other Commercial Papers drawn in favour of third parties or if the payee's name is not identical to the name of the Account Holder as per the records of the Bank or for any other reason.
- 7.6 The Bank will not accept for credit to the Account any cheque, draft or Commercial Papers in favour of a third party and 'crossed' or denoted 'Account Payee' (or any words of similar effect). Any cancellation of a 'crossing' or a notation as above shall be null and void.
- 7.7 In receiving cheques or other Commercial Papers for collection in an Account, the Bank will only act as a collecting agent of the Account Holder and shall assume no responsibility for the realisation of such cheques or other Commercial Papers.
- 7.8 If the Bank uses the services of another bank or financial institution for the purpose of carrying out, or giving effect to, any instructions of the Account Holder, the Bank shall do so for the Account and at the sole risk of the Account Holder. The Bank assumes no liability or responsibility if its transmission instructions are not carried out by such bank or financial institution for any reason, even if the Bank has itself chosen such bank or financial institution. Costs, charges and expenses, if any, incurred by the Bank in performing such services shall be recovered from the Account Holder and may be debited from any Account of the Account Holder.
- 7.9 The Bank shall not be responsible for any:
- (a) delay and/or loss in transit of any cheque, Commercial Papers or instrument;
 - (b) act, omission, neglect, default, failure or insolvency of any correspondent bank, agent or sub agent; or
 - (c) for any reason beyond the control of the Bank.

7.10 The Account Holder assumes full responsibility for the genuineness, correctness and validity of all endorsements appearing on all cheques and other Commercial Papers deposited in the Account.

8 WITHDRAWALS

8.1 Withdrawals from an Account can be made by the Account Holder but subject to the Terms and Conditions for Shari'ah Compliant Account Operation.

8.2 Withdrawals from an Account may be made only against cleared funds and, subject to the Terms and Conditions for Shari'ah Compliant Account Operation, may be:

- (a) in cash, in Dirhams. However, if the Account is in a currency other than Dirhams, the provisions in paragraph 9 will apply;
- (b) against written orders to pay or transfer; or
- (c) against cheques issued by the Bank in the case of Current Accounts.

8.3 When a written order to pay or transfer a cheque is presented for payment at a Branch other than the Branch at which an Account is held, the Branch where it is presented has the discretion to pay or dishonour it.

8.4 The Bank has the right:

- (a) not to act upon and/or clear any written order to pay or transfer; or
- (b) to refuse to honour a cheque or other Commercial Papers,
if:
 - (i) there are insufficient funds in the Account; or
 - (ii) doing so would result in any required minimum balance amount that has been made a requirement of the opening and/or operation of an Account being breached.

8.5 Nonetheless, if the Account Holder requests the Bank to take such action as described in paragraphs 8.4(a) and 8.4(b) in those circumstances described above, the Bank may (in its sole and absolute discretion) agree to take such action as it shall communicate to the Account Holder provided that the action of the Bank shall not be construed as the grant of a Shari'ah Compliant facility and the Account Holder

expressly agrees and declares that this shall not be regarded as committing the Bank to agree to act in this manner in the future.

8.6 The Bank shall not be liable for the unavailability of funds credited to the Account due to restrictions on convertibility or transferability or payment of funds, requisitions, involuntary transfers, acts of war, civil strife, or other causes beyond the control of the Bank.

8.7 The Bank is hereby authorised to debit any Account with any amounts as may be:

- (a) due to it in accordance with its Tariff of Charges including a cheque returned charge; or
- (b) by way of re-imburement of any other liability that it incurs in acting on behalf of the Account Holder including any Tax.

9 FOREIGN CURRENCY ACCOUNTS

9.1 Foreign currency accounts will be opened and maintained subject to applicable Laws in force from time to time.

9.2 No profit will be payable on foreign currency Current Accounts.

9.3 Without prejudice to the other provisions of the Terms and Conditions for Shari'ah Compliant Account Operation, any withdrawal from a foreign currency Account shall be subject to:

- (a) the availability of the particular foreign currency with the Bank or at the relevant Branch; and
- (b) applicable Laws.

9.4 Without prejudice to the other provisions of the Terms and Conditions for Shari'ah Compliant Account Operation, the Account Holder can only withdraw monies from a foreign currency Account by:

- (a) cash withdrawal slip; or
- (b) upon the Account Holder's written request:
 - (i) by drafts issued by the Bank; or
 - (ii) by telegraphic transfers in the currency of such foreign currency Account.

9.5 The Bank may deposit, on a Mudaraba or Wakala basis, the funds in its control with such depository or depositories as the Bank may select, with the approval of the Shari'ah Supervisory Board.

9.6 The Account Holder agrees that there are risks associated with Accounts denominated in foreign currencies and the Account Holder acknowledges that the Bank shall not be liable for:

- (a) any currency exchange loss resulting from any transfer of amounts standing to the credit of such Account into another currency; or
- (b) all risks, costs and expenses whatsoever arising (including those arising from any applicable Law and possible exchange rate fluctuations) in respect of any such Accounts.

9.7 Deposits to and withdrawals from a foreign currency Account made in the same currency will attract a charge as detailed in the Tariff of Charges.

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

10 CHEQUES

10.1 The Account Holder must ensure the safe keeping of the cheque leaves issued to him by the Bank. If they are lost or stolen the Account Holder must:

- (a) immediately notify the Bank in writing of any loss or theft as soon as the Account Holder becomes aware of the loss or theft;
- (b) promptly submit a police report to the Bank; and
- (c) promptly complete, sign and submit to the Bank the Bank's then prevailing standard form instructing the Bank to stop payment of such cheques (in as far as may be permitted by applicable Law).

If the Account Holder does not take the action described in this paragraph 10.1, the Bank will be absolved from any responsibility towards the Account Holder for any loss resulting from the misuse of such lost or stolen cheque leaves.

10.2 If the Account Holder instructs the Bank to stop the payment of an issued cheque (whether or not in circumstances described in paragraph 10.1 above), the Bank shall not be obliged to act if it considers that to do so would result in violating any applicable Law.

10.3 Cheques drawn on the Account must be written either in Arabic or English. The Bank is not obliged to honour cheques written in any other language.

10.4 Payment of a cheque drawn by an Account Holder may also be stopped with or by an order of a court with jurisdiction in the UAE.

10.5 The Account Holder indemnifies and holds the Bank harmless against any damages, claims, losses, expenses (including legal expenses) and costs incurred or sustained by the Bank in acting upon a stop payment order (whether requested by the Account Holder, a court or any other person) and the Account Holder shall not seek to recover from the Bank any damages, claims, losses, expenses (including legal expenses) and costs that it may incur or sustain as a result of any such stop payment order.

10.6 The Bank shall make a charge for all stop payment orders as described in the Tariff of Charges.

10.7 The Bank shall make a charge for each cheque returned for lack of funds in the Account as described in the Tariff of Charges.

11 SHARI'AH COMPLIANT FACILITIES

11.1 The Accounts and their operation shall be undertaken in compliance with the Shari'ah and will be subject to the supervision of the Shari'ah Supervisory Board.

11.2 By agreeing to open an Account or Accounts for the Account Holder, the Bank does not agree to extend any Shari'ah compliant facility to the Account Holder which facilities will be subject to the complete discretion of the Bank and the agreement of appropriate documentation and terms and conditions.

12 STANDING ORDERS

12.1 The Bank will execute any standing order on behalf of the Account Holder only if on each date specified for when the standing order is to be paid:

- (a) there are sufficient cleared funds available in the Account; or
- (b) to the extent applicable, any minimum credit balance requirements will not be breached.

12.2 The Bank will not be responsible for any delays, loss in transit, errors of transmission or errors of correspondent banks or any circumstances beyond the control of the Bank.

12.3 The Account Holder indemnifies and holds the Bank harmless against any damages, claims, losses, expenses (including legal expenses) and costs incurred or sustained by Bank in acting upon any standing order instruction and the Account Holder shall not seek to recover from the Bank any damages, claims, losses, expenses (including legal expenses)

and costs that it may incur or sustain as a result of any standing order instruction, whether or not the standing order instruction is effected (other than as may have been caused by the gross negligence or wilful default of the Bank).

- 12.4 There will be a charge levied for recording, amending and executing or failing to execute standing orders as detailed in the Tariff of Charges.
- 12.5 At the Bank's discretion, the Standing Order will be deemed cancelled post several failed trials as the Bank may specify from time to time.

13 CHANGE OF NAME

- 13.1 If the Account Holder changes his name for any reason, the Account Holder must promptly provide the Bank with such documentation that it requires including an official document issued by the relevant authority evidencing and confirming the change of the name.
- 13.2 Until such documentation has been provided to the satisfaction of the Bank, the Bank may, at its sole discretion, refuse to allow any Account of the Account Holder to be operated, without any liability on the part of the Bank.

14 MAILING

- 14.1 The Bank is entitled to send all notices, advices, Statements of Account or notification to the address or post office box (as applicable) of the Account Holder contained in the Account Opening Application Form until the Account Holder notifies the Bank in writing of any change of address or post office box (as applicable) and the Bank is satisfied as to the genuineness of the instructions relating to the change of address or post office box (as applicable).
- 14.2 Any document mailed shall be deemed to have been received by the Account Holder.
- 14.3 The Account Holder must promptly notify the Bank of any change relating to the legal name of the Account Holder or the Account Holder's address, telephone and telefax numbers, email address and other significant information relating to an Account and its operation.

15 STATEMENT OF ACCOUNT

- 15.1 A Statement of Account showing transactions in the Account since the last statement and specifying the balance in the Account will be dispatched by the Bank to the Account Holder:

- (a) at periodic intervals as agreed when the Account was opened;
- (b) upon request by the Account Holder; or
- (c) at any time at the Bank's discretion.

15.2 If an Account Holder does not want the Statement of Account to be dispatched to the address given in the Account Opening Application Form or as amended subsequently in the Bank's records, the Account Holder may make a written request for the Statement of Account to be collected from the Branch at which the Account is held within one month of the date of the Statement of Account.

15.3 The Bank's responsibility in relation to Statements of Account shall end when a Statement of Account shall have been put in the mail or left for collection as described in paragraph 15.2 and the Bank shall not be liable or responsible in any manner for the non-delivery of the Statement of Account by the mail or the failure of the Account Holder to collect the Statement of Account.

15.4 Should the Account Holder decide against receiving Statement of Account, the Account Holder absolves the Bank from any responsibility resulting from non-dispatching the Statement of Account including but not limited to any discrepancies in entries that remain unreported by the Account Holder for more than 15 days, which shall be deemed accepted by the Account Holder.

15.5 The Account Holder must advise the Bank of non-receipt of a Statements of Account within fifteen (15) Business Days from the periodic issue date which will have been agreed when the Account was opened.

15.6 If the Bank does not receive any objection to the entries appearing in the Statement of Account within fifteen (15) Business Days from the date of the Statement of Account, the Account Holder will be deemed conclusively to have accepted all matters set out therein as true and accurate in all respects.

16 DORMANT ACCOUNTS

16.1 The Bank, at its discretion, will make inactive any Account when the Account Holder has not initiated a minimum number of transactions as determined by the Bank from time to time.

16.2 Once an Account has been made inactive, the Account Holder is required to personally call at the Branch where the Account is held to re-activate the Account by complying with the Bank's procedures in force at that time for the re-activation of accounts.

16.3 The Account Holder will be fully responsible for all consequences, claims, legal proceedings or any loss related to the Account becoming dormant and agrees that the Bank shall not be liable to the Account Holder in such cases.

17 CLOSURE OF ACCOUNT

17.1 The Bank shall close an Account at the Account Holder's request provided that:

- (a) the Account Holder makes such a request in writing preferably on any standard form that the Bank may have for such a purpose from time to time.
- (b) after such a request has been made, the Account Holder shall not issue any cheques or other Commercial Papers.
- (c) the Account Holder must immediately give written details to the Bank of any cheques or other Commercial Papers that have been issued prior to the date of the request but which have not as yet been presented.
- (d) the Account Holder promptly returns to the Bank for cancellation all unused cheque leaves and all passbooks, credit cards (if any), debit cards and other items issued by the Bank connected with the Account being closed.
- (e) all amounts owing by the Account Holder in relation to the Account (whether direct or indirect, and whether immediate or contingent) have been paid and discharged in full to the satisfaction of the Bank.

17.2 To the extent that any of the conditions specified in paragraph 17.1 are not complied with to the satisfaction of the Bank, the Bank shall be under no obligation to close the Account.

17.3 The Bank may close an Account without any prior notice to the Account Holder for any of the following reasons:

- (a) four or more cheques issued by the Account Holder on the Account during a calendar year are returned unpaid by the Bank due to insufficient funds.
- (b) the Account carries a 'zero' balance continuously with no activity in the Account for such period as determined by the Bank.
- (c) the Account is dormant as described in paragraph 16 above and carries a balance of less than AED 100 during a calendar year.

(d) if the Bank is required (or in the Bank's opinion, is required) to terminate the banking relationship with the Account Holder due to requirements of applicable Law or any court order or regulatory requirement or instruction.

(e) if the Account Holder breaches the Terms and Conditions for Shari'ah Compliant Account Operation, becomes bankrupt, insolvent, subject to any bankruptcy or liquidation proceedings, or is otherwise incapable of performing the Account Holder's obligations arising under the Terms and Conditions for Shari'ah Compliant Account Operation.

(f) where, in the absolute discretion of the Bank, there are good grounds to do so.

17.4 Account closing charges as contained in the Tariff of Charges (or as decided by the Bank from time to time) will be charged when the Account is closed.

17.5 When an Account is closed for the above reasons, the credit balance, if any, after deducting the Bank's charges will be paid to the Account Holder either in cash or will be forwarded by cashier's order/draft to the last known address of the Account Holder.

17.6 Closure of the Account and termination of any associated banking services or arrangements connected with the Account will be without prejudice to the Bank's accrued rights and the Account Holder's outstanding liabilities and obligations to the Bank. Further, such closure and termination will not affect those Terms and Conditions for Shari'ah Compliant Account Operation, which the Bank considers necessary to survive such closure and termination (including any indemnity obligations).

18 CHARGES

18.1 Details of the charges applicable to an Account are contained in the Tariff of Charges. The Tariff of Charges will be available in the banking halls of the Branches and are available on request from the Bank or at www.adcbmeethaq.com and will be provided with the welcome kit when an Account is opened.

18.2 The Bank, at its discretion, may, from time to time amend/add to the Tariff of Charges and all such amendments/additions without having to give prior notice to the Account Holder. Such amendments/additions shall be binding on the Account Holder as from the date specified in the amended/additional Tariff of Charges.

19 RIGHTS OF THE BANK

- 19.1 The Bank will disallow further operations in the Account immediately upon receipt of written information of the Account Holder's death, legal disability or, if the Account Holder is a Corporate Entity, the liquidation or dissolution of such Corporate Entity until such time as the relevant court or other applicable official body appoints the legal successor.
- 19.2 Without prejudice to the other provisions of the Terms and Conditions for Shari'ah Compliant Account Operation, which provide that an Account may not be in debit, the Bank may at any time in its absolute discretion temporarily disallow further operations of an Account in debit, by notifying the Account Holder in writing. The Account Holder shall thereupon agree to pay the amount of any debit balance along with any other relevant charges.
- 19.3 The above requirement for notification will not apply to the closure of Accounts as provided in paragraph 17.3 above.
- 19.4 The Bank is authorised to debit the Account with all expenses and disbursements incurred in recovering amounts owing to it including legal costs and costs of obtaining and realising security.
- 19.5 If the Account Holder defaults in meeting any liabilities to the Bank or if court proceedings are instituted against the Account Holder or its companies, all credit balances in the name of the Account Holder or the Account Holder's companies will immediately be applied by the Bank without further authorisation from or notice to, the Account Holder, towards amounts owing to the Bank (whether such amounts be actual or contingent, primary or collateral, several or joint). No other person shall have any right against such balances until all amounts owing to the Bank have been settled and discharged to the satisfaction of the Bank.
- 19.6 The Bank shall not be responsible for any loss or damage of any cheque, Commercial Papers or any other documents while they are in transit from the Bank to the Account Holder and vice versa.
- 19.7 The Bank shall not be obliged to act upon instructions received from the Account Holder via telephone or facsimile until such time the original written message duly signed is received by the Bank.
- 19.8 The Bank shall have the right to freeze credit balances in any of the Accounts in the name of the Account Holder or any associated Account on receipt of a court order to this effect.

- 19.9 The Account Holder agrees that the Bank at any time has the right to freeze any funds in his/her/their Account or take any action necessary if the Bank has grounds to believe that the funds have been obtained through unlawful means. The Bank may also report any money laundering transactions or suspected transactions in relation to the Account to the appropriate authorities.

20 THE BANK'S LIEN

- 20.1 The Account Holder grants to the Bank a lien over and, to the extent permitted by law, pledges in favour of the Bank, all funds, money, securities and other properties (the "Properties") of whatsoever nature belonging to the Account Holder (whether in relation to amounts standing to the credit of any Account or otherwise) standing from time to time to the credit of all Accounts held by the Account Holder and/or in the possession of the Bank for the due payment of any amount due to the Bank by the Account Holder.
- 20.2 Without limiting any other rights and remedies of the Bank (including any security provided to the Bank from time to time), if the Account Holder defaults in paying any sums due to the Bank in relation to any liability accepted or incurred by the Bank on the Account Holder's request or in relation to any other amounts due to the Bank in relation to any Account, the Bank may without further notice to the Account Holder take such steps to dispose of or realise the properties as it may deem fit and apply the proceeds of such disposal or realisation in settlement of all outstanding amounts due from the Account Holder and any liabilities of the Account Holder owing to the Bank.

21 THE BANK'S RIGHT TO CONSOLIDATE AND SET-OFF

- 21.1 The Account Holder agrees that the Bank may, without prior notice, set-off, combine or consolidate any or all of the Account Holder's existing Accounts (including accounts in the name of the Account Holder or of the Account Holder jointly with others, and denominated in whichever currency) or any other amount, which is payable by the Bank to the Account Holder, and the Bank may set-off, apply or transfer any sum standing to the credit of any one or more of such Accounts against or towards any liabilities arising on any account whether such an Account is designated as a deposit account or in any other manner.
- 21.2 If subsequent to such set-off, combination or consolidation a balance remains outstanding in favour of the Bank, the Account Holder must immediately pay the balance if the Bank so demands.

22 INDEMNITY

22.1 The Account Holder shall indemnify and hold harmless the Bank and its officers, employees and duly appointed representatives (the "Compensated Persons") for any and all obligations, liabilities, losses, costs, expenses, fees (including legal fees and expenses incurred in connection with any enforcement of the Agreement), damages, penalties (to the extent acceptable under the Shari'ah), demands, actions and judgments of every kind and nature imposed on, incurred by or asserted against any of the Compensated Persons arising out of (in each case without duplication):

- (a) the Bank opening and maintaining any Account;
- (b) the Bank providing any banking services to the Account Holder;
- (c) the Bank acting upon the instructions of the Account Holder in relation to any banking transaction;
- (d) generally in relation to any matter relating to the Account or the Account Holder.

22.2 The provisions of this paragraph 22 are expressly made for the benefit of and are enforceable by each Compensated Person.

22.3 The Account Holder shall promptly, upon request by any Compensated Person, reimburse such Compensated Person for all amounts reimbursable to that Compensated Person under paragraph 22.1 or pay the relevant amount to such person as the Compensated Person may direct provided that the Compensated Person shall provide complete and accurate written evidence to support the basis of and the amount of the claim.

22.4 The indemnities contained in this paragraph 22 shall not extend to any liability loss or damage caused by the gross negligence or wilful misconduct of any Compensated Person.

23 NO ENCUMBRANCE OR ASSIGNMENT

The Account Holder may not charge, mortgage, pledge or otherwise encumber, assign or transfer any interest in or to the Account(s) or in relation to amounts credited to the Accounts, without the Bank's prior written permission which, in its sole discretion, it may give or refuse to give.

24 DESTRUCTION

If the Account Holder fails to collect chequebooks within one month of the date when they were issued, the Bank can destroy them. If the Account Holder wishes to obtain

replacements, he must submit a new request and pay the required fees described in the Tariff of Charges.

25 DISCLOSURE OF CONFIDENTIAL INFORMATION

25.1 The Bank shall use the information that the Account Holder gives to the Bank with any other information that the Bank obtains for the purposes of administering the Account(s), marketing, auditing, risk assessment and fraud prevention. In administering the Account(s), the Bank may share information concerning the Account Holder with the head office of the Bank or any of its Branches, subsidiaries or other members of the Bank's group. To assess the Account Holder's credit rating and to establish the identity of the Account Holder, the Bank may share information with or obtain information from other banks or credit reference agencies.

In addition, the Bank may have to disclose information about the Account Holder and the Account(s) to auditors, legal advisers and government and regulatory bodies and also pursuant to any court or regulatory order. The Bank is also entitled to:

- (a) share information in relation to any securitisation;
- (b) respond to any other bank's enquiries relating to the Account Holder's status without any responsibility or commitment on the part of the Bank or its officers by confidentially supplying the required information, without any prior notice to or approval from the Account Holder.

25.2 Subject to the above and unless disclosure is required by compulsion of Law, the Bank shall not disclose any information about the Account Holder or the Account Holder's Accounts without the prior consent of the Account Holder.

26 ON-GOING OBLIGATION TO PROVIDE INFORMATION

Without prejudice to the other provisions of the Terms and Conditions for Shari'ah Compliant Account Operation, the Account Holder must inform the Bank immediately in writing of any changes to the Account Holder's details as given to the Bank either in the course of application or at any subsequent date.

27 RECORDS CONCLUSIVE

The Bank's internal records, whether on paper, microfilm, by electronic recording or otherwise, shall, in the absence of manifest error, be conclusive evidence of all account balances, debits and credits as between the Account Holder and the Bank.

28 RECORDING AND RETENTION OF COMMUNICATIONS

The Bank may record and keep records of the Account Holder's communications with the Bank, whether electronic, written, by telephone or in any other manner whatsoever. The Bank may retain any such records for so long as the Bank may consider appropriate.

29 FORCE MAJEURE AND LIMITATION OF LIABILITY

- 29.1 The Bank shall not be liable to the Account Holder for any delay or failure to comply with any obligations under the Terms and Conditions for Shari'ah Compliant Account Operation arising out of any cause or causes outside the Bank's reasonable control, including, but not limited to, any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer system, dealing systems or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken payment by any agent, electronic or telecommunication failure, or in any other manner whatsoever whether similar to the foregoing or not.
- 29.2 The Bank shall not be liable for any indirect, special, incidental or consequential loss or damage, which may arise in respect to the use of any Account.

30 WAIVER

No failure or delay on the Bank's part to exercise any power, right or remedy under the Terms and Conditions for Shari'ah Compliant Account Operation shall operate as a waiver thereof, nor shall any partial exercise by the Bank of any power, right or remedy prevent any other or alternative exercise thereof or the exercise of any other power, right or remedy. The remedies provided in the Terms and Conditions for Shari'ah Compliant Account Operation are cumulative and are not exclusive of any remedies provided by law.

31 SEVERABILITY

Each provision of the Terms and Conditions for Shari'ah Compliant Account Operation is severable from the others and if at any time one or more of such provisions not being of a fundamental nature, is or becomes illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of the Terms and Conditions for Shari'ah Compliant Account Operation shall not in any way be affected or impaired.

32 LAW AND JURISDICTION

- 32.1 The Agreement and the Terms and Conditions for Shari'ah Compliant Account Operation are governed by and shall be construed in accordance with the laws of the UAE to the extent that these laws do not conflict with the principles of Shari'ah as set out in Shari'ah Standards published by the Accounting and Auditing Organization for Islamic Financial Institutions and as interpreted by the Shari'ah Supervisory Board, in which case the principles of the Shari'ah shall prevail.
- 32.2 The Account Holder hereby submits irrevocably to the non-exclusive jurisdiction of the civil courts of the UAE. Such submission shall, however, not prejudice the right of the Bank to bring proceedings against the Account Holder in any other jurisdiction.

ADDITIONAL CONDITIONS FOR SPECIFIC ACCOUNTS

33 SIGNATURE SPECIMEN

The Account Holder's signature specimen maintained or registered with the Bank pursuant to a Specimen Signature Card will be considered to be the basis for carrying out banking transactions on its Account and shall be valid unless changed or cancelled. Any change or cancellation shall be valid only on the next Business Day following the day of receipt of the change or cancellation request by the Branch at which the Account is maintained and provided that the Bank is satisfied as to the genuineness of the instructions. Any instrument presented to the Bank post change/cancellation date of the signature will be verified against the existing signature regardless of the signature in effect on the date of issuance of the instrument.

34 JOINT ACCOUNTS

- 34.1 The Account Holder agrees that the title of its Account will not give any persons any right to the benefits of any particular Account and the Account Opening Application Form will determine whether the particular Account is single or joint.
- 34.2 Each of the Account Holders (if more than one) authorises and empowers the other(s) to endorse for deposit and to deposit with the Bank any and all cheques or other Commercial Papers for the payment of money to or purporting to belong to anyone or all of the Account Holders.
- 34.3 If any such instruments are received by the Bank without having been so endorsed, then the Bank is hereby authorised to endorse any such cheque or other Commercial Paper on behalf of the Account Holder and to credit the same to the joint Account.

34.4 In the event of the death or legal disability of any of the individuals constituting the Account Holder, the other individuals shall immediately (but in any event not later than ten (10) days after such death or disability) notify the Bank of such occurrence. The operations of the Account will then be temporarily suspended until the legal successor/ward to the deceased or disabled individual is appointed by the relevant court or department.

34.5 Any obligations or liabilities incurred on the Account or otherwise shall be the joint and several liability of each and every joint Account Holder.

34.6 If the Bank receives conflicting instructions from different signatories or Account Holders, the Bank shall have the right to temporarily suspend the operation of the Account, and to request a fresh mandate from all the signatories or Account Holders before giving effect to any such instructions.

35 ILLITERATE CUSTOMER ACCOUNTS

35.1 An illiterate Account Holder shall be required to provide copies of a recent photograph to be attached to the specimen signature contained as part of the Account opening procedures to facilitate identification.

35.2 Cheque leaves or debit cards will not be issued to an illiterate Account Holder.

35.3 Withdrawals will be allowed only on personal application and identification of the Account Holder at the Branch where the Account is held.

35.4 Third party withdrawals will not be honoured even if the Available Balance covers the amount of the withdrawal.

36 ACCOUNTS OF MINORS

36.1 A Current Account will not be opened in the name of a minor in accordance with the guidelines of the UAE Central Bank in place from time to time.

36.2 The guardian of a minor, who has authority to operate the Account will cease operations on the Account when the minor attains majority and/or legally assumes the right to be the sole signatory over the Account. The Bank shall not be obliged to treat the minor as having attained majority until it has been provided with official evidence of such fact.

36.3 The guardian indemnifies the Bank against any loss that the Bank may incur by reason of any claim, by or on behalf of the minor, and will be personally liable to pay such claim immediately upon demand.

37 ACCOUNTS OF CORPORATE ENTITIES

37.1 Corporate Entities that wish to open an Account must provide to the Bank such documents that the Bank may request including:

- (a) a duly certified and authenticated copy of the resolution of the Board (or its equivalent) of the Corporate Entity in the form of the Form of Board Resolution authorising:
 - (i) the opening of the Account in the name of such Corporate Entity; and
 - (ii) the named authorised signatory or signatories to open and operate the Account on behalf of the Corporate Entity.
- (b) Certified and authenticated copies of the constitutive documents of the Corporate Entity; and
- (c) Certified and authenticated copies of all licenses of the Corporate Entity such as the commercial registration and any trade/professional/service licence.

37.2 Account Holders that are Corporate Entities undertake to:

- (a) advise the Bank immediately of any changes in their constitution, legal status, and any other information relevant to their legal existence, status and licensing consents and permissions required for them to undertake their business activities; and
- (b) periodically provide the Bank with copies of the following documents, as the case may be (or as the Bank may from time to time request):
 - (i) Chamber of Commerce & Industry Membership Certificate - annually.
 - (ii) Municipality Trade License - annually.
 - (iii) Commercial Registration Certificate - annually.
 - (iv) Any other licenses, consents or permissions that are renewable - annually or, if less than annually, when issued.
 - (v) Constitutive documents - as and when amended.
 - (vi) Authority to Operate Account (if any).

38 RETURNS ON ACCOUNTS AND DISTRIBUTION OF PROFITS

38.1 The profit payable on an Account will depend on the type of the Account.

- 38.2 The profit payable on different types of Accounts will vary from time to time.
- 38.3 The Account Holder agrees that the weighted average balances will be considered for the profit distribution, based on the weightages assigned in line with the profit distribution policy of the Bank as approved by the Shari'ah Supervisory Board.
- 38.4 The profit payable on any Account will be subject to all applicable Laws and must not conflict with the rules and principles of the Shari'ah.
- 38.5 Any amount allocated as profit/loss by the Bank shall be final and binding on an Account Holder or any other person claiming through an Account Holder, and the Account Holder or any person claiming through the Account Holder may not question the basis of determination of such profit/loss.

39 CURRENT ACCOUNT

- 39.1 Cheque books will be issued for Current Accounts.
- 39.2 An Individual or a Sole Proprietorship Account Holder of a Current Account is entitled to be issued with a Debit Card for the Account Holder's Current Account.
- 39.3 The 'minimum opening amount' will be as determined by the Bank from time to time.
- 39.4 Subject to paragraph 8.4, unlimited withdrawals will be allowed during a calendar month subject to available balances.
- 39.5 The Bank shall not pay any profit on any Current Account and such an account does not share in any investment risk.

40 SAVINGS ACCOUNT

- 40.1 Cheque books will not be issued for Savings Accounts.
- 40.2 An Individual or a Sole Proprietorship Account Holder of a Savings Account is entitled to be issued with a Debit Card for the Account Holder's Savings Account.
- 40.3 The 'minimum opening deposit' for a Savings Account will be as determined by the Bank from time to time.
- 40.4 Subject to sufficient balance, the Account Holder may be permitted to withdraw any amount from its Savings Account at the Bank's counters or through the Bank's Automated Teller Machine (ATM) Network.

- 40.5 Amounts deposited in a Savings Account shall be invested in the Bank's common pool in which shareholders' and depositors' funds are invested. The net profit earned by the common pool shall be distributed amongst the shareholders and depositors on the basis of integrated weightage points, which represent the aggregate of points allocated to each deposit taking into consideration its type, amount and the average balance or minimum balance during the month for the deposit as applicable.
- 40.6 Amounts invested in a Savings Account shall be entitled to profit based on the minimum balance during the month.
- 40.7 Amounts invested in a Savings Account shall be entitled to profit as from the Business Day following the day in which an amount is deposited.
- 40.8 If the balance falls below a minimum investment threshold, as determined by the Bank from time to time, on any day during a Month, including the Month in which the initial amount was deposited, the entire balance for that Month shall not participate in the investment and shall not be entitled to any profit return.
- 40.9 If the Account Holder Account exceeds four withdrawals from the Savings Account in any calendar Month, the entire balance for that Month shall not participate in the investment and shall not be entitled to any profit return.
- 40.10 If the Account Holder Account closes its Savings Account prior to the declaration of profits for the relevant profit distribution period, the entire balance during that profit distribution period shall not be entitled to any profit return.
- 40.11 In its capacity as Mudarib (investment manager), the Bank shall be entitled to receive 20% of the Account Holder's profits relating to the Savings Account or such other percentage as the Bank may prescribe from time to time.
- 40.12 Profits earned by the Savings Account shall be credited to the Account Holder's Savings Account upon the approval of the profits by the Bank.
- 40.13 The Account Holder acknowledges and represents that the Account Holder is fully aware of the benefits and risks associated with, or involved in, an investment in a Savings Account.
- 40.14 The Account Holder consents that the Bank may, in order to maintain a certain level of return on investment for investment Deposit Account Holders, appropriate for the profit equalisation reserve,

(after approval by the Shari'ah Supervisory Board), an amount out of the Mudaraba income before allocating the Mudarib's share.

40.15 The Account Holder agrees that the Bank may, in order to cater against future losses that may require to be borne by Account Holders who have Savings Accounts, establish an investment risk reserve (after approval by the Shari'ah Supervisory Board), from the income of investment Deposit Account Holders after allocating the Mudarib's share.

41 SPECIAL SAVINGS ACCOUNT/CALL INVESTMENT ACCOUNT

41.1 Cheque books will not be issued for Special Savings Accounts/Call Investment Account.

41.2 An Account Holder of a Special Savings Account/Call Investment Account will not be issued with a Debit Card for the Account Holder's Special Savings Account/Call Investment Account.

41.3 The 'minimum opening deposit' for a Special Savings Account/Call Investment Account will be as determined by the Bank from time to time.

41.4 Subject to sufficient balance, the Account Holder may be permitted to withdraw any amount from its Special Savings Account/Call Investment Account at the Bank's counters.

41.5 Amounts deposited in a Special Savings Account/Call Investment Account shall be invested in the Bank's common pool in which shareholders' and depositors' funds are invested. The net profit earned by the common pool shall be distributed amongst the shareholders and depositors on the basis of integrated weightage points, which represent the aggregate of points allocated to each deposit taking into consideration its type, amount and the average balance or minimum balance during the month for the deposit as applicable.

41.6 Amounts invested in a Special Savings Account/Call Investment Account shall be entitled to profit based on the daily available balance.

41.7 Amounts invested in a Special Savings Account/Call Investment Account shall be entitled to profit as from the Business Day following the day in which an amount is deposited.

41.8 If the balance falls below a minimum investment threshold, as determined by the Bank from time to time, on any day during a Month, including the Month in which the initial amount is deposited (but

starting the following Business Day of such deposit) the entire balance shall not participate in the investment during that Month.

41.9 If the Account Holder Account exceeds four withdrawals from the Special Savings Account/Call Investment Account in any calendar Month, the entire balance for that Month shall not participate in the investment and shall not be entitled to any profit return.

41.10 If the Account Holder Account closes its Special Savings Account/Call Investment Account prior to the declaration of profits for the relevant profit distribution period, the entire balance during that profit distribution period shall not be entitled to any profit return.

41.11 In its capacity as Mudarib (investment manager), the Bank shall be entitled to receive 20% of the Account Holder's profits relating to the Special Savings Account/Call Investment Account or such other percentage as the Bank may prescribe from time to time.

41.12 Profits earned by the Special Savings Account/Call Investment Account shall be credited to the Account Holder's Special Savings Account/Call Investment Account upon the approval of the profits by the Bank.

41.13 The Account Holder acknowledges and represents that the Account Holder is fully aware of the benefits and risks associated with, or involved in, an investment in a Special Savings Account/Call Investment Account.

41.14 The Account Holder consents that the Bank may, in order to maintain a certain level of return on investment for investment Deposit Account Holders, appropriate for the profit equalisation reserve, (after approval by the Shari'ah Supervisory Board), an amount out of the Mudaraba income before allocating the Mudarib's share.

41.15 The Account Holder agrees that the Bank may, in order to cater against future losses that may require to be borne by Account Holders who have Special Savings Accounts/Call Investment Account, establish an investment risk reserve (after approval by the Shari'ah Supervisory Board), from the income of investment Deposit Account Holders after allocating the Mudarib's share.

42 TERM INVESTMENT DEPOSIT

42.1 The minimum deposit amount for a Term Investment Deposit shall be determined by the Bank from time to time.

- 42.2 The term of the investment (the 'Investment Term') in respect of a Term Investment Deposit shall start from the Business Day following the day on which the funds are deposited according to specific terms as offered by the Bank from time to time. The maturity of the Term Investment Deposit shall be the date the Investment Term of the Term Investment Deposit comes to an end. The Account Holder is entitled to withdraw its deposit on the maturity date, but the profit will only be paid on a profit distribution date (as such dates are set by the Bank from time to time).
- 42.3 Unless instructed otherwise by the Account Holder 15 days before the expiry of the Investment Term a Term Investment Deposit shall be renewed automatically on the same terms and conditions (but subject to any change in profit rate as computed at the following Profit distribution date(s)). A Term Investment Deposit may not be withdrawn before the expiry of its Investment Term unless the Bank (in its sole discretion) permits the Account Holder to do so. Such a premature withdrawal, if permitted, will adversely affect the integrated weightage points allocated to the deposit, downgrading it to a profit slab lower than that of the term during which the deposit has remained with the Bank and the profit shall be recalculated on the basis of the new integrated weightage points. Any profit already paid to the Account Holder in relation to that Investment Term shall be adjusted, on the basis of the new points, against the principal and the remaining profit, if any.
- 42.4 A Term Investment Deposit shall be invested in the Bank's common pool in which shareholders and depositors' funds are invested. The net profit earned by the common pool shall be distributed amongst the shareholders and depositors on the basis of integrated weightage points, which represent the aggregate of points allocated to each deposit, taking into consideration its type, amount and the average balance or minimum balance during the month for the deposit as applicable.
- 42.5 Amounts invested in a Term Investment Deposit shall be entitled to profit based on its term (tenure) and amount.
- 42.6 In its capacity as Mudarib (investment manager), the Bank shall be entitled to receive 20% of the Account Holder's profits relating to the Term Investment Deposit or such other percentage as the Bank may prescribe from time to time.
- 42.7 The Term Investment Deposit's profits shall be credited to the Account Holder's nominated Current Account upon the approval of the profit by the Bank. An Account Holder who has withdrawn a Term Investment Deposit upon the expiry of its Investment Term and before the approval of the distributable profits acknowledges that it will bear its share in the profits/losses that may subsequently appear.
- 42.8 The Account Holder acknowledges and represents that the Account Holder is fully aware of the benefits and risks associated with, or involved in, an investment in a Term Investment Deposit.
- 42.9 The Account Holder consents that the Bank may, in order to maintain a certain level of return on investment for investment Desposit Account Holders, appropriate for the profit equalisation reserve, (after approval by the Shari'ah Supervisory Board), an amount out of the Mudaraba income before allocating the Mudarib's share.
- 42.10 The Account Holder also agrees that the Bank may, in order to cater against future losses that may require to be borne by Account Holders of Term Investment Deposit, establish an investment risk reserve (after approval by the Shari'ah Supervisory Board), from the income of investment Desposit Account Holders after allocating the Mudarib's share.

SECTION B

Debit Card

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

1 DEFINITIONS

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

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

‘**Account**’ means the current, savings or deposit account of the Debit Cardholder with the Bank for the purpose of settlement of all Debit Card Transactions.

‘**ATM**’ means an automated teller machine or any Debit Card operated machine or device whether belonging to the Bank or other participating banks or financial institutions nominated from time to time by the Bank, which accepts the Debit Card.

‘**Bank**’ means Abu Dhabi Commercial Bank PJSC, its successors and assignees.

‘**Cash Withdrawal**’ means any amount obtained by use of the Debit Card or the PIN or in any manner authorised by the Debit Cardholder from an ATM, the Bank or any other bank or financial institution for debit to the Account.

‘**Cash Withdrawal Fee**’ means the fee that may be charged by the Bank to the Account each time a Debit Cardholder makes a Cash Withdrawal.

‘**Charges**’ means amounts payable by the Debit Cardholder arising from the use of the Debit Card or the Debit Card Number or the PIN or under these Terms and Conditions and includes, without limitation, all Card Transactions fees, finance charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Account.

‘**Chip**’ means a secure, microprocessor embedded in the Debit Card to provide a comprehensive payment service as a feature of the Debit Card(s) allowing an advanced verification mechanism and convenient usage options.

‘**Debit Card**’ means a debit card issued by the Bank to the Debit Cardholder (and includes primary, supplementary, new, renewed and replacement Cards), which is used to enable Debit Card Transactions, access funds in an Account or an authorized Qard Al Hassan.

‘**Debit Cardholder**’ means an Account Holder to whom a Debit Card bearing that individual’s name is issued by the Bank, and includes the Primary Debit Cardholder and Supplementary Debit Cardholder(s).

‘**Debit Card Number**’ is the number printed on the face of the Debit Card.

‘**Debit Card Transaction**’ means the amount debited to an Account by the Bank for purchase by the Debit Cardholder of goods and/or services, benefits or reservation (including without limitations any reservation made by the Debit Cardholder for air, ship, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation, rental or hire, whether or not utilized by the Debit Cardholder) and/or Cash Withdrawals by the use of the Debit Card and/or the PIN, regardless of whether a Debit Cardholder signs a sales slip or Cash Withdrawal slip or other voucher or form.

‘**Merchant**’ means any corporate entity, person or other establishment supplying goods and/or services who accepts the Debit Card or the Debit Card Number as a mode of payment or reservation by the Debit Cardholder for purchase of goods and/or services from the Merchant.

‘**Month**’ means calendar month.

‘**Personal Identification Number**’ or ‘**PIN**’ means, in relation to a Debit Cardholder, the personal identification number selected by the Debit Cardholder to enable the Debit Card to be used at an ATM or other Self Service Terminal.

‘**Primary Debit Cardholder**’ means a person other than a Supplementary Debit Cardholder who is issued a Debit Card and who is the first account holder of the Account.

‘**Self Service Terminal**’ means a terminal or device that is self operated that reads captures and transmits Debit Card information in an unattended environment and provides the user of the Debit Card with the product and/or service requested.

‘**Spending Limit**’ means the amount of available funds in an Account or the authorized Qard Al Hassan limit assigned to an Account.

'Statement of Account' means the monthly or other periodic statement issued by the Bank to the Debit Cardholder showing particulars of the Debit Card Transactions conducted during the period covered by the statement.

'Supplementary Debit Card' means a Debit Card issued to the Supplementary Debit Cardholder at the request of the Primary Debit Cardholder.

'Supplementary Debit Cardholder' means the person who has been issued a Supplementary Debit Card.

'Terminal' means an ATM, Self Service Terminal or other point of sale terminals approved by the Bank and through which Debit Card Transactions can be performed.

Words used in these Terms and Conditions denoting the masculine gender shall include the feminine gender and words denoting the singular number shall include the plural number and vice versa. Words implying person shall include a sole proprietor, individual partnership firm, company, corporation or other natural or legal person whatsoever. Headings are for convenience only and shall not affect the interpretation of any provision in these Terms and Conditions.

2 THE CARD

- 2.1 A Debit Card may at the Debit Cardholder's request be issued by the Bank in its discretion to enable the Debit Cardholder to effect Debit Card Transactions at any Terminal located within or outside the U.A.E.
- 2.2 The Debit Card may be collected by the Debit Cardholder from the Bank or, at the risk of the Debit Cardholder, be sent by post or courier to the address notified by the Debit Cardholder.
- 2.3 Upon receipt of the Debit Card, the Debit Cardholder shall sign the Debit Card immediately. The Bank may, additionally, in its discretion require the Debit Cardholder to complete mandatory procedures in order to activate the Debit Card. Until such procedures (if any) have been completed, no Debit Card Transactions may be undertaken with the Debit Card.
- 2.4 In the event the Debit Cardholder does not wish to have a Debit Card and/or does not wish to be bound by these Terms and Conditions, the Debit Cardholder must cut the Debit Card in half and return both halves to the Bank.
- 2.5 The use of the Debit Card by a Debit Cardholder will constitute binding and conclusive evidence of the Debit Cardholder's acceptance of these Terms and Conditions.

- 2.6 The Debit Card is and will, at all times, remain the property of the Bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorised agent. The Bank reserves the right to withdraw the Debit Card at its absolute discretion and/or terminate the Debit Card with or without (in its absolute discretion) prior notice and in whatever circumstances it deems fit.
- 2.7 The Debit Card has a built in Chip feature in addition to the magnetic stripe. The Chip is a secure payment mechanism which is only accepted in certain countries. The Chip may be used at Terminals by using the Debit Card and Debit Cardholder's signature.
- 2.8 The Debit Card is issued entirely at the risk of the Debit Cardholder and the Bank shall bear no liability whatsoever for any loss or damage arising from the issue, use or the inability to use of the Debit Card, howsoever caused.
- 2.9 The Debit Card is issued on the basis that all Debit Card Transactions initiated with the Debit Card will be debited or credited to the Account. The Debit Cardholder understands that all withdrawals (whether in UAE Dirhams or a foreign currency) will be subject to single, daily and other limits determined from time to time by the Bank.
- 2.10 The Bank is authorised to debit the Account with all expenses relating to processing of transactions, fees and charges relating to the issue/reissue of the Debit Card(s) and any other charges relating to the use of the Debit Card.
- 2.11 The Debit Card is not transferable and the Debit Cardholder may not pledge the Debit Card as security for any purpose whatsoever.
- 2.12 The Debit Cardholder under no circumstances whatsoever will allow the Debit Card and/or PIN to be used by any other individual and shall at all times ensure that the PIN is not disclosed to any person and that the Debit Card is kept in a safe place.
- 2.13 The Bank may from time to time at its discretion and without prior notice change the available benefits and the scope of the services provided by the Bank in relation to the Debit Card.
- 2.14 The Debit Cardholder accepts the Bank's record of all Debit Card Transactions as conclusive and binding for all purposes.
- 2.15 The Bank shall not be liable to the Debit Cardholder or to a third party for any failure in performing the Bank's obligations or providing any service including if the Debit card is not honoured or accepted nor if

the Debit Cardholder or any third party incurs any loss or injury including by reason of any mechanical or other malfunction in connection with any computer, telecommunications, technical or non-technical failure.

3 USE OF THE CARD

3.1 The Debit Card may be used for Debit Card Transactions:

- i. up to the Spending Limit, and
- ii. within the validity period embossed on the Debit Card.

3.2 It is the Debit Cardholder's responsibility to ensure that sufficient funds are maintained in the Account or an authorized Qard Al Hassan is available prior to entering into any Debit Card Transaction. If, however, for whatever reason, the use of the Debit Card exceeds any such available balance or facility, the Debit Cardholder shall forthwith pay to the Bank, upon demand by the Bank, the full sum by which such available balance or facility is exceeded. In the event of failure to comply with this condition, the Bank reserves the right to cancel the Debit Card and/or make a transfer from any other Account of the Debit Cardholder with the Bank.

3.3 In the event the Account is debited by an amount in excess of the available funds or the authorised Qard Al Hassan limit and funds are not transferred to clear such excess drawings within one (1) Business Day, profit will be charged to the Account at the Bank's rate applicable for unauthorized Qard Al Hassan at that time, subject to minimum charges as determined by the Bank from time to time.

3.4 If the Account does not have sufficient funds or an authorized Qard Al Hassan limit to cover the amount of an authorization request, the Bank reserves the right, at its sole discretion, to decline the Debit Card Transaction.

3.5 The Bank shall have the discretion from time to time to set or change the daily cut-off time without notice or responsibility to the Debit Cardholder. Any transaction by use of the Debit Card after such cut-off time shall be treated as a next working day value transaction.

3.6 If a Debit Cardholder loses or damages his Debit Card or requires renewal, replacement or additional Cards, the Bank may at its discretion issue such Debit Card or Cards, as the Debit Cardholder may require.

3.7 The Debit Cardholder undertakes to act in good faith at all times in relation to all dealings with the Debit Card and the Bank.

3.8 The Bank shall be entitled to, at any time and without notice and without giving any reason and without liability towards the Debit Cardholder, withdraw and restrict the Debit Cardholder's right to use the Debit Card or to refuse to authorize any Debit Card Transaction.

3.9 The Debit Card may be used locally and/or internationally at designated Merchants and Terminals. The Debit Card may also be used for Cash Withdrawals, balance enquiries, deposit of cash/cheques, transfer of funds and other services that the Bank makes available from time to time.

3.10 All withdrawals and other transactions made with the Debit Card outside the United Arab Emirates or otherwise in a foreign currency constitute a payment at the Bank's branches in the United Arab Emirates and a remittance to the country where the withdrawal or transaction is effected (at the Bank's prevailing rates of exchange).

3.11 The number, amount and currency of withdrawals shall be limited and subject to any restrictions of the Terminal as required under applicable laws and regulations or by these Terms and Conditions.

3.12 Use of the Debit Card outside the United Arab Emirates shall not in any way (i) cause the Account to be treated as or deemed to be an account domiciled in any other country in which the Bank has a presence or

3.13 Cause or give rise to any liability to any other branch, subsidiary, parent or affiliate of the Bank located in such other country.

3.14 The Debit Cardholder agrees that his/her right to use of the Debit Card is subject to the laws, rules and regulations (including without limitation, any exchange controls, regulations or limitations) of the United Arab Emirates, the country in which the Debit Card is used and the bank or financial institution that owns the Terminal.

3.15 Use of the Debit Card at any ATM of the Bank or of any other bank or financial institution with whom the Bank has an agreement for the use of the ATM of the said bank or institution in which case the amount of each withdrawal will be further subject to the applicable daily withdrawal limit of the ATM.

3.16 The Debit Cardholder will select a PIN to be used in conjunction with the Debit Card when effecting a Cash Withdrawal, or any other Debit Card Transaction, if applicable.

3.17 The Debit Cardholder should, under no circumstance whatsoever, disclose the PIN to any other person.

- 3.18 The use of the Debit Card by the Debit Cardholder to make a Cash Withdrawal shall be deemed to constitute the agreement of the Debit Cardholder to pay charges on each Cash Withdrawal (if applicable) as prescribed by the Bank from time to time.
- 3.19 The Debit Card may not be used to purchase goods and services via the internet, by telephone or mail order, or by any other means where the Debit Card is not physically present with the Debit Cardholder at the time of the transaction.
- 3.20 Each Debit Card Transaction attempted or made with the Debit Card will be subject to prior authorization by the Bank. The Bank reserves the right to authorize or decline a Debit Card Transaction and will take into account all previous payments that have been authorised, made or agreed to be made from the Account, whether or not such payments have actually been deducted the Account.
- 3.21 The Bank may also refuse to authorize a Debit Card Transaction if it considers that the Debit Card or Account is being misused or if the Bank suspects fraudulent use of the Debit Card. As part of its authorization and fraud prevention procedures, the Bank may refer an authorization request back to the Merchant, requesting further details about the Debit Cardholder or a further form of Debit Cardholder identification.
- 3.22 The Bank may at any time, at its discretion, without prior notice, without giving any reason and without any liability to the Debit Cardholder, refuse to authorize any the Debit Card Transactions, or withdraw, restrict or suspend the Debit Cardholder's right to use the Debit Card or impose limits on all or some categories of transactions carried out with a Debit Card notwithstanding, inter alia, that the Debit Cardholder has adequate funds available in the Account(s) or credit facilities available in the Account.
- 3.23 The Debit Cardholder will be responsible for all transactions recorded in his/her Account regardless of whether (1) the transactions were processed with the Debit Cardholder's knowledge or express or implied authority, or (2) the transactions may be the result of a fraudulent act. The Debit Cardholder hereby authorizes the Bank to debit the Account(s) with the amount of any withdrawal, transfer or transaction in accordance with the Bank's record of transactions.
- 3.24 The Debit Cardholder authorizes the Bank to debit any of the Account(s) with the amount of any withdrawal or other transaction effected by use of the Debit Card.
- 3.25 All transactions and obligations arising from the use of the Debit Card in relation to a joint account shall be binding on, and be the joint and several obligations of, all the joint account holders. For the avoidance of doubt, these Terms and Conditions and all transactions hereunder will be binding on all Account holders and authorized users (including any Supplementary Debit Cardholders). The joint account holders shall indemnify the Bank (on a joint and several basis) against any loss, damage, liability, costs and expenses, incurred or suffered by the Bank by reason of any breach of these Terms and Conditions by any authorized user (including any Supplementary Debit Cardholders). Other than the authorized users (including any Supplementary Debit Cardholders) for the relevant Account(s), the Debit Cardholder will not allow any other person to use a Debit Card.
- 3.26 With respect to goods or services acquired with a Debit Card, the Bank shall not be responsible or in any way liable to the Debit Cardholder or any third party (1) for any defect or deficiency in such goods or services, (2) for any breach or non-performance by a third party, or (3) for any loss or injury including by reason of any mechanical or other malfunction of any such goods.
- 3.27 The Bank shall be entitled to treat the following as evidence of a transaction properly concluded by the Debit Cardholder through the use of a Debit Card:
- a)i. any transaction record, credit voucher, cash disbursement slip or other charge record bearing the imprint or other reproduction of embossed information printed on a Debit Card and duly completed; or
 - b)ii. the Bank's record of any transactions effected by the use of a Debit Card including but not limited to any record in any medium related to transactions effected via mail order, the telephone or the Internet.
- 3.28 If a transaction disputed by the Debit Cardholder is subsequently proven to have been originated by him, the Bank retains the right to charge-back, as from the date when the transaction took place, the transaction amount along with the Bank's prevailing fees, profit or charges and any additional fees and expenses incurred by the Bank in the investigation thereof.
- 3.29 The Bank will credit the Account with the amount of any refund only upon receipt of a properly issued credit voucher from the third party merchant or other establishment.

3.30 In the event of any dispute between the Debit Cardholder and any merchant or third party bank or financial institution or any other person, the Debit Cardholder's liability to the Bank shall not in any way be affected by such dispute or any counterclaim or right of setoff that the Debit Cardholder may have against such merchant, bank or financial institution or person.

4 DEPOSIT OF CASH, CHEQUES AND OTHER INSTRUMENTS

4.1 Cash, cheques and/or other instruments may only be deposited at certain designated ATMs and Self Service Terminals located within the United Arab Emirates using the Debit Card. All credits of cash, cheque and/or other instruments to an Account will be done only after verification by the Bank. The amount of the deposit verified by the Bank shall be deemed the correct amount of the deposit. The record issued by any terminal only represents what the Debit Cardholder claims to have deposited. Cheques that are deposited will be sent for collection and the funds will be available only after the cheques have cleared in accordance with the terms hereunder and the Bank's other policies and procedures.

4.2 Where a Debit Cardholder chooses to utilize the funds transfer or bill paying facilities through ATMs or other Self Service Terminals, the Debit Cardholder will be solely responsible to advise the correct Account to which transfers are to be made and the correct consumer/reference numbers relative thereto, in the prescribed form provided and also to advise the Bank of any changes in the consumer/reference numbers in future.

4.3 When a Debit Cardholder uses an ATM or other Self Service Terminal to transfer funds from one Account to another predetermined Account within the Bank, it is the Debit Cardholder's sole responsibility to select the correct key to indicate the Account to which he wishes to transfer the funds. The Bank shall not be liable for the Debit Cardholder's keying errors.

4.4 The Bank shall not be a party to queries or disputes regarding excess, insufficient, late or incorrect payment to Accounts, or disputes, of any nature whatsoever that may arise between the Debit Cardholder and the designated recipient of a payment. The Bank shall not be liable for any loss or damage arising directly or indirectly from the utilization of the funds transfer facility.

5 FEES AND CHARGES

5.1 Use of Debit Card is subject to the Bank's schedule of fees and charges as published from time to time. Details for these fees and charges are available on the website adcbmeethaq.com and are available upon request. A schedule of the fees and charges is displayed at every branch of the Bank and copies can also be obtained by contacting the Bank's Contact Centre.

5.2 The Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the fees, handling charges, additional charges or the charges or fees for services.

5.3 All charges levied on the Debit Cardholder shall be in the billing currency of the Account.

5.4 A handling charge as prescribed by the Bank is payable by the Debit Cardholder to the Bank immediately upon a request by the Debit Cardholder to the Bank to issue a replacement Debit Card. Additional Charges as prescribed by the Bank are payable by the Debit Cardholder to the Bank immediately upon the request by the Debit Cardholder to the Bank for the provision of copies of sales vouchers/Cash Withdrawal slips and any further services that the Bank may provide from time to time.

5.5 A Debit Card Transaction in a currency other than in UAE Dirhams will be converted into UAE Dirhams at the Bank's rate of exchange for the foreign currency. The Bank may in its discretion charge a processing fee and other charges at the Bank's prevailing rates for all foreign currency transactions. The Debit Cardholder will reimburse the Bank for all costs and expenses the Bank incurs as a result of such transactions.

5.6 A service charge will be levied on all Debit Card Transactions made with the Debit Card at ATMs not belonging to the Bank both within the United Arab Emirates and overseas in accordance with the Bank's tariff for such transactions.

6 SUPPLEMENTARY DEBIT CARD

6.1 The Bank may in its absolute discretion issue a Supplementary Debit Card to a person nominated by a Debit Cardholder and approved by the Bank.

6.2 These Terms and Conditions shall also apply to the Supplementary Debit Cardholder. Every Supplementary

Debit Cardholder shall be jointly and severally liable with the Primary Debit Cardholder for costs, for all goods, services, Cash Withdrawals obtained and all transactions generated by the use of the Debit Card including the Supplementary Debit Card.

- 6.3 The Primary Debit Cardholder and the Supplementary Debit Cardholder shall not permit the total of the Charges incurred through their respective Cards to exceed the overall Spending Limit on the Account.
- 6.4 The validity of the Supplementary Debit Card is dependent on the validity of the Debit Card issued to the Primary Debit Cardholder. The termination of the Supplementary Debit Card or Supplementary Debit Cardholder's agreement with the Bank, for whatever reason, shall not terminate the Debit Card issued to the Primary Debit Cardholder or the Primary Debit Cardholder's agreement with the Bank.
- 6.5 The undertakings, liabilities and the obligations of a Primary Debit Cardholder and the Supplementary Debit Cardholder to the Bank and the Bank's rights herein shall not be affected in any way by any dispute between the Primary Debit Cardholder and the Supplementary Debit Cardholder.
- 6.6 The Primary Debit Cardholder shall indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise incurred by the Bank by reason of any legal disability or incapacity of the Supplementary Debit Cardholder or any breach of these Terms and Conditions by the Supplementary Debit Cardholder.

7 LOSS OF CARD and/or PIN

- 7.1 In the event that the Debit Card is lost or stolen or if the PIN is disclosed to any other party, the Debit Cardholder shall immediately notify the said loss, theft or disclosure, together with the particulars thereof, to the Bank and, if necessary, to the police in the country where such loss or theft or disclosure occurred. Until the loss, theft or disclosure is reported to the Bank, the Debit Cardholder will be responsible for all transactions purportedly processed by use of the Debit Card.
- 7.2 The Bank may at its absolute discretion issue a replacement for any lost or stolen Debit Card or a new PIN on these Terms and Conditions or such other terms and conditions the Bank may deem fit.
- 7.3 In the event that the Debit Cardholder recovers the lost or stolen Debit Card, he shall immediately

return the same cut in half, to the Bank, without using it. A Debit Cardholder shall not use the PIN after its disclosure to any party.

8 CHIP LOYALTY

8.1 Definition

“**ADCB Chip Rewards**” means Instant Gratification, E-Coupon and Points.

“**E-Coupon**” means a coupon issued to a Debit Cardholder as an ADCB Chip Reward.

“**Instant Gratification**” means a gift or service issued to a Debit Cardholder as an ADCB Chip Reward.

“**Merchant**” means any commercial establishment with whom the Bank has an agreement on the acceptance of Debit Cards and award of the ADCB Chip Rewards.

“**Point**” means a unit earned by a Debit Cardholder as an ADCB Chip Reward.

“**Products**” shall mean such of the products and/or services of the Merchant, as agreed from time to time between the Bank and the Merchant and which would entitle the Debit Cardholder to ADCB Chip Rewards.

- 8.2 All Debit Cardholders are eligible to ADCB Chip Rewards by use of their Debit Card subject to the terms and conditions outlined herein.
- 8.3 For a Debit Cardholder to receive ADCB Chip Rewards (a) his/her Debit Card must be valid and in good standing; (b) the Debit Cardholder must utilize the Debit Card to purchase Products and services; (c) there should be no breach by the Debit Cardholder of these Terms and Conditions; (d) no other event, which, in the sole discretion of the Bank should have occurred that would result in the cancellation of the benefit of ADCB Chip Rewards to the Cardholder. The Debit Cardholder shall be deemed to have agreed to these Terms and Conditions upon activation or use of the Debit Card.
- 8.4 ADCB Chip Rewards comprise (a) Instant Gratification (b) E-Coupons and (c) Points. Instant Gratification is where a good or service is issued to the Debit Cardholder that can be utilized by the Debit Cardholder instantly. E-Coupon is a coupon that can be utilized by the Debit Cardholder for his/her future purchases. Points are units that can be redeemed for future purchases.

- 8.5 The manner and method of award and redemption of ADCB Chip Rewards shall be available in the website of the Bank at www.adcbmeethq.com and also upon request.
- 8.6 Points will be awarded to the Debit Cardholder in the manner and ratio as advised by the Bank from time to time. The Bank reserves the right, without any prior notice to the Debit Cardholder, to change the ratio between (a) a Point to be awarded and (b) the specific amount charged to the Debit Card.
- 8.7 ADCB Chip Rewards:
- a) The Rewards are subject to availability of adequate stock with the Merchant and may be substituted by the Merchant with an alternative reward, of substantially the same value;
 - b) once redeemed will not be reinstated;
 - c) cannot be redeemed in conjunction with any other discounts or promotion of the Merchant and/or the Bank;
 - d) must be requested for redemption by the Debit Cardholder to the Merchant prior to the payment for the Products;
 - e) may not be combined or interchanged between the Primary Cardholder and the Supplementary Cardholder;
 - f) cannot be encashed, sold, transferred, or otherwise assigned to another Cardholder;
 - g) must be redeemed on or before the specified expiry date, if any; and
 - h) shall immediately be forfeited if the Debit Card is cancelled or expired.
- 8.8 ADCB Chip Rewards may only be earned on Debit Card Transactions that involve purchase of goods and/or services, benefits or reservation (including without limitations any reservation made by the Debit Cardholder for air, ship, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation, rental or hire, whether or not utilized by the Debit Cardholder) provided (a) the Bank does not determine that such Debit Card Transactions are disputed, erroneous, unauthorized, illegal and/or fraudulent; or b) the Bank does not specifically exclude transactions of the nature of such Debit Card Transaction from being eligible for ADCB Chip Rewards.
- 8.9 The Bank's decision as to what constitutes an eligible transaction for ADCB Chip Rewards shall be final and conclusive.
- 8.10 The books and records of the Bank shall be conclusive evidence in respect of the ADCB Chip Rewards awarded/availed by the Debit Cardholder.
- 8.11 The Bank is entitled, at any time and without any prior notice or liability to the Debit Cardholder in any manner whatsoever, to terminate the availability of ADCB Chip Rewards and/or cancel and/or vary its benefits or features, and/or vary, add to or delete any of the terms and conditions outlined herein, and/or withdraw or change the Merchants, and/or modify or limit the value of the Points.
- 8.12 The Bank does not guarantee, warranty, or offer any other assurance to the Debit Cardholder concerning the quality or merchantability of any ADCB Chip Rewards or their fitness for any particular use or purpose. All ADCB Chip Rewards shall be accepted by the Debit Cardholder at his/her sole risk.
- 8.13 The Bank does not guarantee, warranty or offer any other assurance to the Debit Cardholder concerning the quality and merchantability of the Products nor shall it be liable for any issues, complaints, demands, claims, loss or damages suffered or incurred by a Debit Cardholder as a result of purchase of the Products and/or as a result of any other act or omission of the Merchant.
- 8.14 Debit Cardholders can contact the Bank's 24 hour customer service for any queries in relation to the ADCB Chip Rewards.
- ## 9 TERMINATION
- 9.1 The Bank may, in its discretion, terminate the Debit Card by giving the Debit Cardholder prior written notice. Upon such termination the Debit Cardholder must immediately cease all use of the relevant Debit Card(s) and return the Debit Card(s) to the Bank cut in half and all applicable fees and charges shall be immediately due and payable to the Bank. All covenants, duties and obligations of the Debit Cardholder contained herein shall continue in full force and effect notwithstanding the termination of a Debit Card.
- 9.2 The use of the Debit Card shall be suspended or terminated immediately upon the suspension or termination of the Account or the credit facilities available to the Debit Cardholder on the Debit Card.

9.3 The Debit Cardholder may at any time notify the Bank of his intention to close the Account and terminate the use of all Debit Cards by giving a notice in writing and returning all Debit Cards cut in half to the Bank. The Account shall be closed only after the receipt by the Bank of all Debit Cards cut in half and full payment of all Charges and liabilities under the Account.

10 EXCLUSION OF LIABILITY

10.1 The Debit Cardholder undertakes and agrees to indemnify the Bank and hold it harmless against any loss, damage, liability, costs and expenses, whether legal or otherwise, which the Bank may incur under these Terms and Conditions including, without limitation (a) any breach thereof by the Debit Cardholder or (b) the enforcement of the Bank's rights as herein provided. All costs and expenses including attorneys' fees incurred by the Bank in enforcing and seeking to enforce these Terms and Conditions or otherwise, may be debited to any Account(s) of the Debit Cardholder with the Bank and shall be paid by the Debit Cardholder.

10.2 The Bank shall not be responsible for any liability, loss or damage whatsoever, caused to or suffered by the Debit Cardholder as a result of (a) the Bank or a Merchant or other bank or financial institution or any ATM or other party refusing to allow a Debit Card Transaction or refusing to accept the Debit Card or the Debit Card Number or the PIN or refusing to extend or provide Cash Withdrawals; (b) for any defect or deficiency in the goods or services supplied to the Debit Cardholder by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Debit Card Transaction; (c) the malfunction of any Terminal or disruption of communication systems, bank or other domestic/international payment networks; (d) the enforcement of the Bank's rights as herein provided; (e) any injury to the credit character and reputation of the Debit Cardholder in and about the repossession of the Debit Card; (f) any misstatement, misrepresentation, error or omission in any details disclosed by the Bank; (g) any transactions that may be the result of a fraudulent act (unless if such fraud has been caused by an employee of the Bank) and/or (h) any dispute between the Debit Cardholder and any Merchant or bank or financial institution or any other person.

11 NOTICES

In addition to any notice requirements contained elsewhere in this document.

11.1 If the Debit Cardholder leaves the United Arab Emirates to take up residence elsewhere, the Debit Card including all Supplementary Card(s) must be returned to the Bank fourteen (14) days prior to the Debit Cardholder's departure from the United Arab Emirates and the use of the Debit Card including all Supplementary Card(s) shall be deemed to have been terminated. Upon such termination, the annual fee paid shall not be refundable.

11.2 All communications under these Terms and Conditions sent to the Primary Debit Cardholder or the Supplementary Debit Cardholder shall be deemed to be communication sent to both.

12 DOCUMENTARY REQUIREMENTS

12.1 The Debit Cardholder undertakes to promptly furnish the Bank upon request all documents including incorporation documents, business licences and permits which the Bank may require in connection with the issue of a Debit Card.

13 GOVERNING LAW AND DISPUTE RESOLUTION

13.1 The issue and use of the Debit Card and these Terms and Conditions are governed by the laws of the United Arab Emirates.

13.2 Any dispute or difference between the Bank and the Debit Cardholder arising in respect of the Debit Card, the Account, any funds therein or these Terms and Conditions will be submitted to resolution by the civil courts of the United Arab Emirates.

SECTION C

ADCBMobile - Mobile Phone Banking Services

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

1 DEFINITIONS

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

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

"Alerts" means customized messages relating to pre-determined and linked accounts of the Account Holder in response to the Triggers sent by SMS.

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

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

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

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

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

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

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

2 GENERAL

- 2.1 The Account Holder understands that the Mobile Banking Services comprises of Alert services and Request services.
- 2.2 Under the Alert services the Bank will send the Account Holder customized alert messages with respect to events/transactions relating to the Account Holder's Mobile Banking Account(s) with the Bank. The Account Holder understands that the Bank may, from time to time, send the Account Holder additional Alerts that are relevant to the Account Holder's Account(s) or the Bank's products. The Account Holder consents to receipt of such Alerts. The Account Holder may request the Bank not to send the Account Holder Alerts unrelated to the Account Holder's Account(s).
- 2.3 Under the Request services, the Account Holder can send a request by way of an SMS to a telephone number provided by the Bank requesting information relating to the Account Holder's Mobile Banking Account(s) or executing transactions relating to payment of utility bills, internal and external transfer of funds to or from any Account and payment of credit card bills, card activation, cheque book request, top-up and/ or renewal of Al Wasel and other similar programs and such other transactions that the Bank may introduce from time to time. Upon execution of the transaction the Bank shall send a SMS to the Account Holder confirming such execution.
- 2.4 In order to avail the Mobile Banking Services, the Account Holder must register for Mobile Banking Services at any of the branches of the Bank or through ADCB @ctive, ADCB Meethaq's Phone Banking Service, or SMS a telephone number provided by the Bank. The Account Holder understands that such registration for the Mobile Banking Services will be deemed to be the Account Holder's agreement to these Terms and Conditions. The Bank reserves the right to accept or refuse the Account Holder's registration application without providing any reason.
- 2.5 The Bank will not be liable for the failure of the Account Holder to receive an Alert or for the failure to execute a Request if the Account Holder fails

to provide updated information to the Bank. The Account Holder agrees to provide any additional information required by the Bank, from time to time, for the purpose of making the Mobile Banking Services available to the Account Holder.

3 AVAILABILITY

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

4 PROCESS

- 4.1 To receive Alerts, the Account Holder will need to provide to the Bank set Triggers either (i) over the Bank's website through ADCB @ctive; (ii) through ADCB Meethaq's Phone Banking Service or (iii) through written instructions.
- 4.2 The Account Holder is responsible for informing himself with the process for using Mobile Banking Services and the Bank is not responsible for any error by the Account Holder in setting the Triggers.
- 4.3 To set Triggers through the Bank's website, the Account Holder may be required to use the ADCB @ctive and the terms and conditions relating thereto will apply. To set Triggers through ADCB Meethaq's Phone Banking Service the Account Holder will be required to use his TPIN (as defined in the Section E) and the terms and conditions of ADCB Meethaq Phone Banking Service will apply to such usage. The terms and conditions relating to the ADCB @ctive and ADCB Meethaq Phone Banking Service must be read in conjunction with and in addition to these Terms and Conditions. To set the Triggers by written instructions, the Account Holder must fill in the prescribed application form and sign the same and deliver it by fax/courier to the Bank in order for the Bank to set the Alerts for the Account Holder after verification of such application.
- 4.4 The Account Holder acknowledges that the Bank may at a later stage send Alerts and Requests via additional mediums of communication. Initially, Alerts and Requests shall be sent via e-mail and/or through SMS messages to the mobile phone of the Account Holder. The Bank may, from time to time, change the features of any Trigger or Alert or Request.

The Account Holder will be responsible for keeping himself updated as to the available Triggers or Alerts or Requests, which will be notified by the Bank over its website. The Account Holder may, from time to time, change or add to the Triggers he has selected without the necessity of a new registration.

- 4.5 The Account Holder accepts that all information/instructions/Triggers/Requests will be transmitted to and/or stored at various locations and will be accessed by personnel of the Bank (and its affiliates) within or outside the United Arab Emirates.

5 JOINT ACCOUNTS

- 5.1 For joint accounts the Mobile Banking Services will be available only to the primary or first named signatory.

6 SETTING TRIGGERS AND RECEIVING ALERTS AND SENDING REQUESTS AND RECEIVING INFORMATION

- 6.1 The Bank will not acknowledge receipt of any Triggers set by the Account Holder nor will the Bank be responsible to verify any Triggers and/or Requests or the Account Holder's mobile phone number. The Bank will endeavour to give effect to Triggers and/or Requests on a best effort basis and as soon as practically possible.
- 6.2 The Bank may, in its discretion, not give effect to any Triggers and/or Requests if the Bank has reason to believe, at its sole discretion, that the Triggers and/or Requests are not genuine or otherwise improper or unclear or raise a doubt or cannot be put into effect. The Bank will in such event be under no duty to notify the Account Holder of its decision.
- 6.3 The Account Holder is responsible for notifying the Bank of any change in his phone number or e-mail address or Mobile Banking Account details, and the Bank will not be liable for the Account Holder's receipt of (or failure to receive) Alerts or Requests over the Account Holder's mobile phone number or email address recorded with the Bank.
- 6.4 The Account Holder acknowledges that to receive Alerts and Requests, his mobile phone must be in an "on" mode. If the Account Holder's mobile phone is kept "off" for a continuous period of forty eight (48) hours from the time of delivery of an Alert or Request message by the Bank, that particular message may not be received by the Account Holder.
- 6.5 Triggers and Requests will be processed by the Bank upon receipt by the Bank. The Account Holder acknowledges that there will be a certain time lag

between the Bank processing the Triggers and Requests and sending the Alerts, information requested and confirmation of execution of a Request.

- 6.6 The Account Holder acknowledges that the Mobile Banking Services are dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by the Bank and the Account Holder. The Account Holder accepts that timeliness, accuracy and readability of Alerts, information and confirmation of execution of Requests sent by the Bank will depend on factors affecting the CSPs and other service providers. The Bank shall not be liable for non-delivery or delayed delivery of Alerts, information and/or confirmation of execution of Requests or errors, losses or distortion in transmission of Alerts, information and/or confirmation of execution of the Requests to the Account Holder. The Bank shall not be liable for the Account Holder's lack of receipt of Alerts, information and/or failure to execute Requests due to technical defects in the Account Holder's phone or any damage or loss incurred by the Account Holder as a result of use of the Mobile Banking Services (including relying on the Alerts, information and/or confirmation of execution of the Requests) for causes which are not directly attributable to the Bank. The Bank shall not be liable in any manner to the Account Holder in connection with the use of the Mobile Banking Services.
- 6.7 The Account Holder accepts that each Alert, information and/or confirmation of execution of the Requests may contain account information relating to the Account Holder. The Account Holder authorizes the Bank to send such account-related information. The Account Holder acknowledges that the Alerts, information and/or confirmation of execution of the Requests sent to him contain confidential information and should such confidential information be sent to another individual through no fault of the Bank, the Bank will not be liable for such disclosure.

7 WITHDRAWAL OR TERMINATION

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

8 FEES

The Mobile Banking Services are currently made available by the Bank on a complimentary basis. The Bank reserves the right to and in the future intends to charge the Account Holder for use of the Mobile Banking Services by the Account Holder. The Bank shall notify the Account Holder of such charges, as and when they become applicable.

The Account Holder shall be liable for payment of such airtime or other charges that may be levied by the CSP in connection with sending of the Requests and/or receipt of the Alerts, information or confirmation of execution of Requests as per the terms and conditions of the CSP.

9 DISCLAIMER

- 9.1 The Account Holder is solely responsible for protecting his/her TPIN, his/her mobile phone number and/or his/her email address.
- 9.2 The Bank will not be liable for (a) any unauthorized use of the Account Holder's TPIN or mobile phone or email address for any fraudulent, duplicate or erroneous instructions/Triggers/Requests; (b) acting in good faith on any instructions/Triggers/Requests received by the Bank; (c) any error, default, delay or inability of the Bank to act on all or any of the instructions/Triggers; (d) any loss of any information/instructions/Alerts/Requests in transmission; or (e) any unauthorized access by any other person to any information/instructions/Triggers/Alerts/Requests or any breach of confidentiality.
- 9.3 The Bank will not be concerned with any dispute between the Account Holder and the CSP or any other third party, and the Bank makes no representation or warranty with respect to the quality of the service provided by the CSP or any third party and makes no guarantee for timely delivery or accuracy of the contents of each Alert or other information.

10 LIABILITY AND INDEMNITY

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

SECTION D

ADCB @ctive - Personal Internet Banking

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

1 DEFINITIONS

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

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

'AED' means the U.A.E. Dirham.

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

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

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

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

'U.A.E.' means United Arab Emirates.

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

2 ACCEPTANCE OF ADCB @CTIVE

2.1 By using the ADCB @ctive, the Account Holder acknowledges and accepts these Terms and Conditions

as binding. If the Account Holder has previously used the Internet banking service of the Bank, his/her first use of ADCB @ctive is confirmation of his/her acceptance of these Terms and Conditions.

3 USE OF ADCB @CTIVE

3.1 In order to use ADCB @ctive the Account Holder must maintain an Account with the Bank in the U.A.E and must be registered by the Bank for use of ADCB @ctive. The Bank reserves the right to refuse any application for use of ADCB @ctive. Registration is done by submission by the Account Holder of an online registration form and acceptance of the same by the Bank signified by confirmation on the Account Holder's computer screen that the Account Holder has been successfully registered.

3.2 ADCB @ctive can be used to view the balance of any Account, transfer funds to or from any Account, view Statement of Account, give standing order payments in relation to any Account, payment of utility bills, payment of credit card bills, cheque book request, update the personal details of the Account Holder and any other transaction that the Bank may introduce from time to time.

4 AUTHORITY TO ACT ON INSTRUCTIONS

4.1 The Account Holder agrees to irrevocably and unconditionally accept as binding any Instruction made or given in connection with ADCB @ctive at his/her risk and responsibility.

4.2 The Account Holder agrees that any Instruction received by the Bank shall be deemed to have been authorised and to have originated from the Account Holder, even if they may conflict with any other mandate given at any time concerning the Account(s) or affairs and the Account Holder authorises the Bank to debit the Account(s) with any amounts the Bank has paid or costs incurred in accordance with any Instructions.

4.3 The Account Holder agrees that the Bank can act on any Instructions issued by the Account Holder or purportedly issued by the Account Holder without obtaining any further written or other confirmation from the Account Holder, even if the Instructions are not issued or authorised by the Account Holder.

4.4 The Account Holder agrees that any person who uses his/her User ID and Password will be allowed access to ADCB @ctive and to the Account(s). The Bank is not obliged and will not further check the identity of such person or the authenticity of an Instruction given by any such person.

- 4.5 If the Bank has Instructions for more than one payment from an Account on the same day, it will determine the order or priority in which the payments are made.
- 4.6 The Bank will make reasonable efforts to modify, not process or delay processing any Instruction where the Account Holder requests the Bank to do so but the Bank shall not be liable for any failure to comply with such request.
- 4.7 The Bank shall not be liable for any failure by any third party with which the Account Holder has accounts or for any delay or other shortcoming of any such third party.
- 4.8 The Account Holder is responsible for the accuracy of all Instruction and the Bank shall not be liable for any consequences by reason of any erroneous Instruction issued or purportedly issued by the Account Holder.
- 4.9 The Bank may reset the Account Holder's User ID or Password at any time, by notifying the Account Holder in writing. The Account Holder may also change his/her Password at any time by contacting the Internet support team of the Bank.

5 DELAY OR REFUSAL TO ACT ON INSTRUCTIONS AND NON-AVAILABILITY OF ADCB @CTIVE

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

- 5.4 The Account Holder agrees that routine maintenance requirements, excess demands on the systems and circumstances beyond the Bank's control may result in ADCB @ctive not being available during its normal operating hours.

6 SECURITY PROCEDURES

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

7 ACCOUNT HOLDER'S RESPONSIBILITIES

- 7.1 The Account Holder has sole responsibility for:
- (a) ensuring availability of sufficient funds in the Account to which ADCB @ctive relates before effecting any transfers. If for any reason an Account is overdrawn by the use of ADCB @ctive, the Account Holder shall be responsible for immediately making up the deficit including towards any associated charges by a direct payment or transfer of funds from any other account maintained with the Bank or with another bank.
 - (b) acquiring and maintaining any equipment required for the Account Holder's continued access to and use of ADCB @ctive (such as telephone or computer), and anti-virus and other security measures for the Account Holder's computers including measures for adequate protection and back-up of data and/or equipment and to undertake reasonable precautions to scan and protect the Account Holder's computer systems and applications free from any computer viruses or other destructive properties;
 - (c) complying with the Bank's general terms and conditions of operating account(s) including the Accounts;
 - (d) the accuracy of all information transmitted to the Bank's systems by the Account Holder;
 - (e) using ADCB @ctive as directed by the Bank; and
 - (f) checking the Account records and statements carefully and promptly notifying the Bank of any discrepancies.

7.2 The Account Holder agrees:

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

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

- i never write or otherwise record the User ID or Password in a way that can be understood by someone else;
- ii never record/store the User ID and Password together;
- iii never disclose the User ID or Password to any persons including the Bank's staff;
- iv never select a Password which is easy to guess or which represents the Account Holder's birth date, a recognizable part of the Account Holder's name or any personal details which are easily accessible to third parties such as the Account Holder's telephone number;
- v never record the User ID or Password on any software which saves it automatically;
- vi never access ADCB @ctive from any computer connected to a local area network (LAN) or any public Internet access device or access point without first making sure that no one else will be able to observe or copy the Account Holder's access or get access to ADCB @ctive pretending to be the Account Holder;
- (c) to change the Password on a regular basis;
- (d) to notify the Bank immediately if a record of the User ID and/or Password is lost or stolen or the Account Holder becomes aware or suspect another person knows his/her User ID or Password or has made unauthorised use of ADCB @ctive. The Bank will then, use its best efforts to cancel the Password and arrange for the Account Holder to select/collect a new one Password;
- (e) not to respond to emails asking for secure information, even if they appear to have been received from the Bank. In particular not to disclose the Password in any mail to any person including the Bank;
- (f) to exit ADCB @ctive when leaving the computer unattended; and

- (g) comply with any requirements designed to protect the security of the use of ADCB @ctive which are notified by the Bank to the Account Holder.

7.3 The Account Holder also undertakes:

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

8 LIABILITY FOR UNAUTHORISED TRANSACTIONS

- 8.1 If any loss of funds arises from any unauthorised transaction on the Account, the Account Holder will be liable if the loss occurs before the Account Holder notifies the Bank of such unauthorised transaction.
- 8.2 The Account Holder will be liable for any loss of funds arising from a transaction if:
 - (a) the activity was fraudulent,
 - (b) the Account Holder failed to observe any of the security responsibilities referred to in these Terms and Conditions; or
 - (c) the Account Holder has delayed notifying the Bank of the unauthorised transaction.
- 8.3 The Account Holder will not be liable for:
 - (a) a transaction that has been performed through ADCB @ctive after the Account Holder has notified the Bank of any misuse, loss, disclosure or theft of the User ID or Password, or
 - (b) the fraudulent or grossly negligent action of the Bank's employees or agents.
- 8.4 The Account Holder agrees that the Bank may disclose information about the Account Holder or the Account to third parties if it thinks it will help prevent or recover losses.

9 DISCLAIMER AND LIABILITY

- 9.1 The Account Holder agrees that the Internet is not a completely reliable means of communication and should the Account Holder choose to communicate through such means, the Account Holder shall do

- so entirely at his/her own risk and accordingly the Account Holder shall indemnify and hold harmless the Bank, its employees, nominees or agents promptly from and against all actions, omissions, negligence, proceedings, claims, demands, damages, losses, costs and expenses including legal costs, which the Bank may suffer or incur, howsoever caused, as a result of the Account Holder use or purported use of ADCB @ctive.
- 9.2 The Bank does not represent or warrant that ADCB @ctive and the website through which ADCB @ctive is offered will be available to meet the Account Holder's requirements or that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Account Holder's computer system.
- 9.3 Due to the open nature of the Internet, over which the Bank has no control, the Bank cannot guarantee and nor does it warrant the complete security of the Account Holder's transactions from hacking, unauthorised access, virus attacks and other deliberate attempts by third parties in breaching the latest security features, which have been implemented. Nevertheless, the Bank will take all reasonably practicable steps to ensure that the Account Holder's transactions are secure. This includes the installation of security features, which are designed to keep all communication private and confidential.
- 9.4 It is the Account Holder's responsibility to ensure that his/her ability to use ADCB @ctive is permitted by the law applicable to him/her.
- 9.5 The Bank makes no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with ADCB @ctive or its website through which ADCB @ctive is offered.
- 9.6 The Bank has taken reasonable steps to ensure the accuracy, adequacy or completeness of the information and materials (including text, graphics, links or other items) contained in ADCB @ctive and on the website through which ADCB @ctive is accessed. However, the use of ADCB @ctive and the website through which ADCB @ctive is accessed is at the sole risk of the Account Holder. Such information and materials are provided on an "as is" and "as available" basis and the Bank does not warrant accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, fitness for a particular purpose and freedom from computer virus is given in conjunction with the information and materials.
- 9.7 Unless otherwise stated or agreed with the Account Holder, the information contained in ADCB @ctive and on the website through which ADCB @ctive is accessed has been prepared in accordance with the regulations and laws of the United Arab Emirates and for the supply of products or services within the United Arab Emirates. The information is not directed at the Account Holder if it does not comply with the laws of the jurisdiction in which the Account Holder resides or from which the Account Holder is accessing ADCB @ctive.
- 9.8 The Bank's records maintained through computer systems or otherwise, unless proven to be wrong, shall be accepted as conclusive and binding of the Account Holder's dealings with the Bank in connection with ADCB @ctive.
- 9.9 The Bank will not be liable to the Account Holder or any other person for any negligence, breach of contract, misrepresentation, claim, delay, expense, damage or any other liability including legal costs, for any loss however caused (including any loss whether direct, indirect, consequential or incidental) and irrespective of whether any claim is based on the loss of profit, business revenue, investment, goodwill, interruption of business or anticipated savings or loss of data, arising from:
- (a) the Bank acting or failing to act upon any Instructions received from the Account Holder or genuinely believed by the Bank to have been received from the Account Holder;
 - (b) any error contained in the information input and transmitted to the Bank's ADCB @ctive systems;
 - (c) the accessing or use of ADCB @ctive using a valid User ID and Password but, in a manner, or for a purpose not authorised by the Bank and/or the Account Holder;
 - (d) the failure of the Bank's or the Account Holder's telecommunications systems and communications networks or any mechanical failures, power failures, malfunction, breakdown or inadequacy of equipment;
 - (e) an event or cause reasonably outside the Bank's control including but not limited to acts of Allah, power failure or variation in the supply of power,

machinery or systems or processing systems failure, strikes, riots, acts of war, lockouts or industrial disturbances, governmental action, or communication line failures;

- (f) any fraudulent activity or negligence by the Account Holder;
- (g) any delays in the transmission of data between the Account Holder and any recipient of the information, whether caused by breakdown, viruses or a fault in the Account Holder's equipment or software programs resident on the Account Holder's equipment or the Bank's systems;
- (h) any consequences of any virus or other destructive features, which may adversely affect the Account Holder's hardware, software or equipment;
- (i) the failure of a transaction; or
- (j) any other cause, except where it is because of gross negligence or willful default on the part of the Bank provided the Bank's liability shall be restricted to supply of the services again, or to the repayment of the fees for providing the services.

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

10 TERMINATION OF ADCB @CTIVE AND THE TERMS

- 10.1 The Account Holder may request termination of his/her access to ADCB @ctive at any time by giving written notice of 21 days to the Bank and the Account Holder shall be responsible for all transactions until the time of cancellation of the Account Holder's access to ADCB @ctive.
- 10.2 Funds transfers for which Instructions have been given and which are scheduled to be made after termination of the Account Holder's access to ADCB @ctive will not be effected by the Bank unless fresh instructions are issued by other means.
- 10.3 These Terms and Conditions and access to ADCB @ctive may be terminated by the Bank at any time with prior notice to the Account Holder.

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

- (a) the Account Holder interferes with the Bank's systems or ADCB @ctive and cause security concerns;
- (b) the Account Holder breaches any provision of these Terms and Conditions and fails to rectify the breach within three working days after receiving notice from the Bank requiring the breach to be remedied; or
- (c) the Account Holder discloses his/her User ID and/or Password or allows any unauthorised person access to ADCB @ctive; or
- (d) in the event of the Account Holder's death, insolvency or lack of capacity.

11 INTELLECTUAL PROPERTY

11.1 Intellectual property rights in all information and other materials contained in ADCB @ctive, including without limitation to the expression "ADCB @ctive" and on the website through which ADCB @ctive is provided is owned by or licensed to the Bank. All rights are reserved and no proprietary rights or ownership rights vest in the Account Holder by reason of the software provided for use of ADCB @ctive. The Account Holder agrees to treat the access rights, documentation, or any other information related to ADCB @ctive, strictly private and confidential at all times and shall not reproduce, adapt, distribute, display, transmit or otherwise exploit ADCB @ctive, the website through which ADCB @ctive is accessed or any part of the same or allow access to any other party without the written permission of the Bank. Furthermore, the Account Holder must not link any other website to the Bank's website.

11.2 Any trademarks including logos, trading names, service names, colour schemes, slogans and taglines displayed in respect of ADCB @ctive and the Bank's website are owned by or licensed to the Bank. Nothing contained on such website should be construed as granting any licence or right to use any such trademarks without the prior written consent of the Bank.

SECTION E

Phone Banking Services

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

1 DEFINITIONS

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

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

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

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

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

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

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

2 GENERAL

2.1 Under the Request services, the Account Holder can through the IVR or the Bank's contact centers agents available at the Bank's contact centre twenty-four (24) hours and seven days a week request information relating to the Account(s) or executing transactions relating to payment of utility bills, internal and external transfer of funds to or from any Account and

payment of credit card bills, card activation, cheque book request, top-up and/or renewal of Al Wasel and other similar programs and such other transactions that the Bank may introduce from time to time.

2.2 In order to avail the Phone Banking Services, the Account Holder must register for Phone Banking Services by calling the Bank's Contact Center, and going through the verification process decided by the Bank. The Account Holder understands that such registration for the Phone Banking Services will be deemed to be the Account Holder's agreement to these Terms and Conditions. The Bank reserves the right to accept or refuse the Account Holder's registration application without providing any reason.

2.3 The Bank will not be liable for the failure of the Account Holder to execute a Request if the Account Holder fails to provide updated information to the Bank. The Account Holder agrees to provide any additional information required by the Bank, from time to time, for the purpose of making the Phone Banking Services available to the Account Holder.

3 AUTHORITY TO ACT ON INSTRUCTIONS/REQUESTS

3.1 The Account Holder agrees to irrevocably and unconditionally accept as binding any instruction/Request made or given using the Phone Banking Services at his/her risk and responsibility.

3.2 The Account Holder agrees that any instruction/Request received by the Bank shall be deemed to have been authorised and to have originated from the Account Holder, even if they may conflict with any other mandate given at any time concerning the Account(s) or affairs and the Account Holder authorises the Bank to debit the Account(s) with any amounts the Bank has paid or costs incurred in accordance with any such instructions/Requests.

3.3 The Account Holder agrees that the Bank can act on any instructions/Requests issued by the Account Holder or purportedly issued by the Account Holder without obtaining any further written or other confirmation from the Account Holder, even if the instructions/Requests are not issued or authorised by the Account Holder.

3.4 The Account Holder agrees that any person who uses his/her TPIN will be able to use the Phone Banking Services and get access to the Account(s). The Bank is not obliged and will not further check the identity of such person or the authenticity of an instruction/Request given by any such person.

- 3.5 If the Bank has instructions/Requests for more than one payment from an Account on the same day, it will determine the order or priority in which the payments are made.
- 3.6 The Bank will make reasonable efforts to modify, not process or delay processing any instruction/Request where the Account Holder requests the Bank to do so but the Bank shall not be liable for any failure to comply with such request.
- 3.7 The Bank shall not be liable for any failure by any third party with which the Account Holder has accounts or for any delay or other shortcoming of any such third party.
- 3.8 The Account Holder is responsible for the accuracy of all instruction/Requests and the Bank shall not be liable for any consequences by reason of any erroneous instruction/Request issued or purportedly issued by the Account Holder.
- 3.9 The Bank may reset the Account Holder's TPIN at any time, by notifying the Account Holder in writing. The Account Holder may also change his/her TPIN at any time by contacting the Contact Center.

4 DELAY OR REFUSAL TO ACT ON INSTRUCTIONS/ REQUESTS AND NON-AVAILABILITY OF PHONE BANKING SERVICES

- 4.1 The Bank may refuse to act on an instruction/Request, including without limitation:
 - (a) if the Bank suspects or reasonably considers the Account Holder's instruction/Request not to be accurate or authentic;
 - (b) if the Bank may be in breach or contravention of any laws, regulations or other such duty by acting on such instruction/Request;
 - (c) if a transaction exceeds a particular value or other limit;
 - (d) if the Bank knows or suspects a breach of security; or
 - (e) by reasons of conditions beyond the Bank's control.
- 4.2 The Account Holder agrees that the Bank may delay acting upon on an instruction/ Request or ask for more information before acting on an instruction/Request.
- 4.3 The Bank may, at any time, suspend or discontinue the Phone Banking Services provided to the Account Holder where the Bank considers it necessary or advisable to do so.

5 SECURITY PROCEDURES

- 5.1 To enable the Account Holder to use the Phone Banking Services the Bank will give the Account Holder a TPIN. The TPIN will be used to identify the Account Holder through the Phone Banking Services.
- 5.2 The Bank may from time to time provide guidelines for ensuring the security of the TPIN.

6 ACCOUNT HOLDER'S RESPONSIBILITIES

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

7 LIABILITY FOR UNAUTHORISED TRANSACTIONS

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

8 DISCLAIMER AND LIABILITY

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

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

9 TERMINATION OF PHONE BANKING SERVICES AND THE TERMS

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

10 WITHDRAWAL OR TERMINATION

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

11 FEES

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