

General Terms and Conditions

These terms and conditions, as amended from time to time shall, in conjunction with additional Special Terms (if any) apply to the Account(s) and/or Service(s) and/or Product(s) and govern the relationship between the Bank (including the Brand) and the Customer(s). This shall be done subject always to the UAE Central Bank's regulations and/or its guidelines issued from time to time (including the Consumer Protection Regulation/Standard issued by the Central Bank of the UAE) and/or any other applicable federal and local laws of the UAE and/or Law (the "Terms and Conditions").

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In these Terms and Conditions, the following terms shall have the following meanings:

'Account(s)': means any account(s) opened and maintained by the Customer with the Bank and/or Rabbit, including but not limited to the Current Account, and/or other account(s) (as applicable) as per the Bank's policy at place and/or under the Terms and Conditions.

'Bank APP' or 'Mobile Application (App)' or 'Mobile Banking Application': means the mobile application is a computer program or software application designed to run on a mobile device such as a phone, tablet, or watch, made available by the Bank and/or Rabbit provided to the Customer by the Bank and/or Rabbit for the purpose of applying for access to the Bank's Mobile Banking services, Service, Product and any documents and information submitted pursuant thereto.

'Account Opening Form': means the account opening form (whether in paper or electronic form) in the Bank's prescribed format as is issued by the Bank from time to time and signed (physically or digitally/electronically) or otherwise confirmed or accepted by the Customer in relation to opening of an Account.

'ATM': means an automated teller machine, cash handling machine, cash and cheque deposit machines or any Card operated machine or device whether belonging to the Bank or other participating banks or financial institutions nominated from time to time by the Bank, which accepts and/or dispenses cash and cheques in addition to providing other cash, banking or Bill Payment services.

'Authorised Person': means a person authorised by the Customer (whether in the Account Opening Form or otherwise) to act on behalf of the Customer in relation to the Account(s) and any transactions in relation to such Account(s) and/or in relation to the Service(s) and/or the Product(s).

'Bank' or 'DIB': means Dubai Islamic Bank PJSC and/or any of its branches and/or subsidiaries and/or its successors and/or assigns and/or Brand.

'Banking Day' or 'Business Day': means any day on which Bank and/or banks and/or financial institutions are generally open for business in the UAE.

'Beneficiary': means the intended recipient of funds as transferred by the Bank upon the instructions of the Customer via an ATM or through the use of a Card or any other Services offered under these Terms and Conditions.

'Bill Payment': means the payment of bills to utility, telecommunications or other companies or authorities through the Service, Mobile Banking or such channels as shall be made available by the Bank.

'Rabbit' or 'Brand': means a brand owned by the Bank which is the brand name of the digital banking service; the Bank offers its Customers. All references to the Brand in this Terms and Conditions would mean a reference to Bank for all purposes (where applicable).

'Card': means a proprietary or a third-party card, issued by the Bank to enable the Customer to access various services, including but not limited to, cash withdrawals, purchases, other banking Services and Account related information, from various interfaces provided or arranged by the Bank.

'Cardholder': means a Customer or Supplementary Nominee to whom a Card has been issued.

'Cash Withdrawal': means a cash withdrawal from an account maintained with the Bank using teller counters, ATMs, point of sale and other cash dispensing outlets made available by the Bank.

'Clause': means a clause of these Terms and Conditions.

'Current Account': means the current account(s), opened and maintained by the Customer with the Bank and/or Rabbit which is an interest - free call deposit account (Qard Hassan), that is governed by the rules applied to financing with respect to guarantee to repay an equal amount on demand. It does not participate in investment profit nor bear risks.

'Customer(s)': means an Individual Customer(s) and/or any other eligible Customer(s) as per Bank's and/or Rabbit's policy at place and/or under the Terms and Conditions; who is the account holder named in the Account Opening Form.

'Customer's Instructions': means instructions given by the Customer to the Bank as per the Bank's policy at place (from time to time) and/or under the Terms and Conditions.

'Deposit': means funds deposited in an Account or any other account maintained with the Bank at any point of deposit made available by the Bank.

'Financial Transaction': means an entry or set of entries initiated remotely and electronically transmitted to the Bank via the channels as shall be made available by the Bank causing movement of funds affecting the balance(s) in the Account(s) and/or Service(s) (as applicable) and/or Product(s) (as applicable).

'IBAN': means International Bank Account Number.

'Identification Facilities': means a PIN and any other identification facilities in relation to any service provided by the Bank which are required to access particular services.

'Individual Customer(s)': means a Customer(s) who is a natural person.

'Instructions': means documentation, operating instructions or reference guidelines relating to Mobile Banking and issued by the Bank in any written form (whether in paper or electronic form) and/or in the guide on the Bank's website and/or via Financial Transaction.

'Intellectual Property': means intellectual property rights in connection with Mobile Banking under these Terms and Conditions including but not limited to all statutory and other proprietary rights in respect of all trademarks, technical information, process control technology, database rights, information technology, rights attaching to software, patents, patent applications, logos and devices, confidential information, trade secrets, design rights, copyright and any other rights of like nature (whether registered or unregistered).

'Internet': means a worldwide network of computer networks to facilitate data transmission and exchange.

'Law': includes any constitution, statute, law, rule, regulation, notification, ordinance, judgment, order, decree, authorization, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of registration or thereafter and each as amended from time to time.

'Merchant': means any corporate entity, person or other establishment supplying goods and/or services who accepts the Card as a mode of payment or reservation by the Cardholder.

'Mobile Banking': means mobile phone based, electronic banking Service and/or Mobile App offered by the Bank and/or Rabbit that allows the Customer who subscribed to inquire, view and conduct transactions and/or Services on the Account linked or subscribed to electronic banking made available by the Bank and/or other channels as shall be made available by the Bank from time to time.

'Non-Financial Transaction': means electronic data consisting of information or sets of information initiated remotely and electronically transmitted via digital channels and/or Mobile Banking relating to the Account(s) and/or other business activities with the Bank. This will include e-mail messages which will be treated as a Customer's Instruction.

'Payment': means a transfer of funds by the Bank from a Customer Account to a Beneficiary pursuant to the Customer's instructions.

'Payment Instruction': means banking payments on behalf of a Customer which may include, but are not limited to fund transfers.

'PIN'/'Passcode': means a personal identification number issued to the Cardholder which allows a Customer to access the Bank's computer system through the electronic services provided by the Bank and/or Mobile Banking.

'Prevailing Rate': Exchange rate of the relevant currency in force at the Bank as announced/displayed in the Bank's website.

'Product(s)': means a Product(s) and/or Service(s) and/or finance facility(ies) offered and/or to be offered by Bank and/or Rabbit through the Mobile Banking and/or Bank APP and/or Mobile Application (App) and/or via channels as shall be made available by the Bank and/or Rabbit from time to time.

'Progressive Profile': means the Customer's KYC information & documentation including but not limited to his employer, income, source of income, address(s), proof of address, proof of income and so on.

'Purchase': means a transaction of goods or services obtained by a Cardholder by the use of a Card.

'Service(s)': means a Product(s) and/or Service(s) and/or finance facility(ies) and/or electronic banking services offered (including loyalty/rewards program and/or buy one get one offers/discounts through 3rd party vendor within the Mobile App) and/or to be offered by the Bank and/or Rabbit through and/or Bank APP and/or Mobile Application (App) and/or via the channels as shall be made available by the Bank and/or Rabbit from time to time and/or all services in relation to the Account and/or Service(s) under the Terms and Conditions.

'Scheme': means the payment scheme operated by Mastercard / Visa and others and/or as supported by UAE Switch and GCC Switch.

'Software': means a set of written programs, procedures or rules and associated documentation relating to the operation of a computer system.

'Supplementary Nominee': means a person nominated by a Cardholder to be issued with a supplementary Card.

'Tax': means: any tax, levy, impost, duty or other charge or withholding of a similar nature or any VAT or other similar tax.

'UAE': means the United Arab Emirates.

'UAFTS': UAE Fund Transfer System of the Central Bank of the UAE which facilitates the transfer of funds within the UAE.

'Value Date': means the date on which a transaction entry to an Account becomes subject to profit, if applicable.

'VAT': means any value added or similar consumption tax in accordance with the provisions of the UAE Federal Decree Law No. (8) of 2017 (as amended) and as supplemented through rules and/or regulations issued thereunder from time to time.

1.2 Interpretation

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

- (a) Where two or more persons constitute the expression the "Customer", all covenants, agreements, undertakings, stipulations, obligations, conditions and other provisions hereof and their liability herein shall be deemed to be made by and be binding and applicable respectively on them jointly and each of them severally and shall also be binding on and applicable to his personal representatives, successors and/or assigns jointly and severally.
- (b) Reference to any person including the Customer, the Bank and/or any other persons and/or legal entities shall include the personal representatives, successors and/or assigns of the person.
- (c) Reference to any person shall include any corporation, firm, partnership, society, association, statutory body and agency, whether local or foreign.
- (d) The clauses and other headings herein are for ease of reference only and shall not affect the interpretation of any provision hereof.
- (e) Reference to a statutory provision includes reference to any modification, consolidation or re-enactment of it for the time being in force, and all statutory instruments or orders made pursuant to it.
- (f) Words importing the singular meaning shall where the context admits include the plural and vice-versa.
- (g) Words for a gender include all genders.
- (h) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (i) References to "month" shall mean references to a Gregorian month.
- (j) "You" and "Your", refers to the Customer.

B. ACCOUNTS

2. OPENING OF ACCOUNT

- 2.1 The Customer may open an Account with the Bank if, in the case of an Individual Customer wishing to open a Current Account, is a resident of the UAE and has full legal capacity in accordance with the laws of the UAE and regulations of the Central Bank of the UAE.
- 2.2 The Customer shall duly complete Account onboarding and submit all documents as are required pursuant to the opening of the Account, following which the Account may be opened subject to fulfilment of such conditions as determined by the Bank from time to time. The Bank may either accept or reject the Customer's application at its sole discretion without giving any reasons.
- 2.3 An Individual Customer may open an Account in its own name, subject to the Bank's applicable policies.
- 2.4 For an avoidance of doubt, if the Customer is an existing DIB Customer with an active DIB product, his/her existing profile information will be used to open the new Rabbit's account(s).
- 2.5 If the Customer is new to DIB & Rabbit, the Account will be opened instantly, however the Account will be activated only after progressive profile is completed by the Customer.
- 2.6 The Customer will be given 30 days to complete the progressive profile after account creation, if the Customer is unable to provide the required documentation within the given 30 days, the Account will be closed by the Bank automatically. For an avoidance of doubt, any funds in the Account will be returned to Customer in form of a manager's cheque and/or as per Bank policy at place (from time to time). Uncollected funds will be parked in the relevant respective nominated account(s) as per Bank's policy at place (from time to time) after the defined period.
- 2.7 The Bank may upon the Customer's request, and subject to the Bank's discretion and any applicable minimum balance requirements or service fees, open additional Accounts in its name. such accounts will be governed by these Terms and Conditions and will collectively be referred to herein by the term "Account".
- 2.8 Account and/or Service and/or Product shall be subject always to the UAE Central Bank's regulations and/or its guidelines issued from time to time (including the Consumer Protection Regulation/Standard issued by the Central Bank of the UAE) and/or any other applicable federal and local laws of the UAE.

3. DEPOSITS AND WITHDRAWALS

- 3.1 The Bank shall accept deposits from the Customer in cash or by any of the customary banking practices. Deposits by third parties into the Customer's Account may be accepted without any responsibility to the Bank. For an avoidance of doubt, Cash deposit is only accepted through DIB Cash Deposit Machines and therefore the deposits will be limited in terms of amount and type of deposits and/or as per Bank policy at place (from time to time).

- 3.2 The Bank may supply payment instruments and related materials to the Customer in accordance with these Terms and Conditions.
- 3.3 The Bank may convert all foreign currency deposits or transfers to the Account at the Bank's prevailing rate for such currency (as applicable).
- 3.4 The Bank shall have the right to freeze or suspend operation of the Account and to refuse any and all deposits, credits and withdrawals if the Customer is in breach of any of these Terms and Conditions or if (i) any instructions given to the Bank are ambiguous, conflicting or not acceptable to the Bank; (ii) if the Bank suspects that there may be any fraud or illegality in any transactions (including, without limitation any breach of UAE Central Bank regulations relating to money laundering); (iii) if the Bank requires any further instructions, information or documentation, in form and content satisfactory to the Bank; (iv) if instructed to do so by the UAE Central Bank, competent court of law, law enforcement agency or other regulatory authority; or (v) there has been an error in the entries posted to the Account.
- 3.5 While the Bank acknowledges that the funds deposited are at the disposal of the Customer, the Bank may, at its sole discretion, apply the credit balance in the Account in a Shari'a compliant manner in accordance with the Shari'a requirements as applied and interpreted by the Bank's Internal Sharia Supervision Committee and in terms of the specific guidelines and conditions applicable to the relevant type of Account opened by the Customer.

4. COLLECTIONS AND REMITTANCES

- 4.1 The Bank shall pay the actual amount of all kind of transfers received in favour of the Customer after deducting the banking fees/charges and commissions incurred by the Bank.
- 4.2 The Bank may, without prior notice to and/or consent of the Customer, reverse any entries in the Account where transfers, remittances, other instruments previously credited to the Account are recalled or returned unpaid for any reason or have been credited in error.
- 4.3 Fund transfers will only be implemented subject to the availability of cleared funds in the relevant Account(s) and the debit for transferred funds will be reflected in the Account on the Banking Day on which the instruction is executed by the Bank.
- 4.4 The Customer shall hold harmless and indemnify the Bank against any loss, cost, damages, expense liability or proceedings which the Bank may incur or suffer as a result of the Bank acting upon or delaying acting upon, or refraining from acting upon the Customer's Instructions. The Bank shall not be liable for any loss, delay, error, omission which may occur in the transmission of the message or for its misrepresentation when received or any delay caused by the clearing system of the country in which the payment is to be made and/or the country of the Beneficiary or negligence of the Beneficiary's bank in collecting the remittance. In no event shall the Bank, its correspondents or agents under any circumstances be liable for any loss of profits or contracts or 'special', indirect or consequential loss or damage.
- 4.5 In the absence of specific instructions, funds transfer will be affected in the currency of the country in which the payment is to be made. In case the currency of the Account to be debited is not mentioned, the Bank will affect the transfer to the debit of the Customer's account in the order of:
- (a) Same currency account as the currency of the transfer if, available;
 - (b) AED account; or
 - (c) Any currency account maintained with the Bank, at the discretion of the Bank.
- 4.7 The Bank and its correspondents are not liable for the consequences of any irregularity, delay, mistake, telegraphic error, omission or misinterpretation that may arise, and from and against any loss, which may be incurred through its correspondents failing properly to identify the persons named in the instructions or retaining the funds, should the Bank or its correspondents deem such retention expedient, pending confirmation of the identity of any person or of the above instruction by a letter or otherwise.
- 4.6 The Bank shall accept no responsibility for the correctness of any Financial Transaction or Non-Financial Transaction undertaken by the Customer, and the Customer shall have no right whatsoever to demand a refund, cancellation or reversal of any Financial Transaction.
- 4.7 The Bank and its correspondents receiving transfer/payment instructions from the Customer may rely on such information and are not obliged to take any further steps to confirm or authenticate such instructions and may act on them without requesting any further confirmation.
- 4.8 When the Bank (or its service provider) is carrying out a fund transfer from any of the Customer's Accounts, the Bank is acting as an agent of the Customer and not as the agent of, or on behalf of any third party. The Customer's relationship with any third party at all times is independent of the Bank and the Customer's use of the Bank's services (including Mobile Banking and the Service).

- 4.9 It is the Customer's responsibility to check with bank/financial institution of an intended Beneficiary for restrictions regarding the transfer of funds within their institution. The Bank is not responsible for any charges or losses incurred from fund transfers that are not permitted by such banks/financial institutions or those imposed by law.
- 4.10 Should any transfer be unpaid and refunded to the Bank, the Customer can only claim the value thereof at the buying rate on the day when the refund takes place. The refund less all charges and expenses incurred by the Bank cannot be effected until the Bank has received definite advice from its correspondents that the funds are unpaid and that the original instructions have been cancelled.
- 4.11 In the absence of specific instructions, all charges/commissions with respect to fund transfers are for the Beneficiary's account. The Beneficiary may be unable to obtain full value under a fund transfer on account of exchange or other restrictions applicable in the country of payment or to the paying bank or charges and fees of the payment bank.
- 4.12 If circumstances require, the Bank reserves the right to send fund transfers through banks or other financial institutions located in places other than the one specified by the Customer.
- 4.13 Encashment of any remittance is subject to any exchange control or other restrictions which may be imposed by the rules and regulations of the country where the encashment is to be made. Neither the Bank, nor correspondents, nor agents shall be liable for any loss or delay caused by any such rules and regulations.
- 4.14 The Bank will use reasonable endeavours to process instructions received by the Bank before the cut-off times as posted on the Bank's website from time to time. Instructions received after such cut-off times will be processed on the next Banking Day. In any event, fund transfers will be subject to the Bank's cut-off times and daily limits published by the Bank and where applicable the cut-off times of the geographical location of the Beneficiary's account and/or the cut-off times applicable to the currency of the fund transfer.
- 4.15 Subject to the Terms and Conditions, the full range of services that the Customer can avail through Mobile Banking such as Account-to-account payment through which the Customer uses Mobile Banking to execute remittance to bank accounts in the beneficiary country ("International Transfer"). Account-to-account payments through International Transfer.
- i. International Transfer is not available to Customers who hold only a Credit Card account with the Bank.
 - ii. International Transfer is being provided by the Bank in partnership with local correspondent banks incorporated in the beneficiary country ("Partner Banks") and is subject to the terms and conditions of the Partner Banks and any service provider used by the Bank and/or the Partner Banks.
 - iii. Applicable limits on the remittance would apply for International Transfer transactions which might vary depending on Customer segment.
 - iv. The Customer authorizes the Bank to debit the amount required for their International Transfer transaction from their Account.
 - v. In case of rejection by the beneficiary bank, funds will be credited back into Account and applicable exchange rates shall apply.
 - vi. The provision of the Services will be subject to the laws and regulation of UAE and those of the beneficiary country.

5. STATEMENTS

- 5.1 The Bank shall periodically provide to the Customer e-statement(s) of account through electronic mail or the Bank shall provide the Customer with access to retrieve the statements of account from the other channels made available by the Bank, subject to any service fee notified by the Bank from time to time. The Bank may, in its sole discretion, vary the frequency of the statements of account by notice to the Customer. For an avoidance of doubt, electronic statement/e-Statement means a consolidated statement of accounts as per Bank's record for each Account available on the Mobile App.
- 5.2 The Customer acknowledge and agree that all Bank statements, correspondences and notices shall be sent to the Customer only through electronic means / channels. The Customer will also be receiving Customer electronic statements of the Account(s) on Customer registered email address with the Bank and the Customer accept all the Terms and Conditions, any associated risks in this regard. Unless disputed by Customer within 21 (twenty-one) days of the e-statement(s) being made available for download, the same will be deemed to be correct.
- 5.3 The Customer shall have the right to ask for an additional copy of the statement of account at the Customer's own expense, such fees shall be in accordance with the Bank's applicable schedule of charges.

6. DIRECT DEBIT INSTRUCTIONS

- 6.1 The Bank shall accept requests to establish direct debit instructions in compliance with the Central Bank of the UAE's Rules of the UAE Direct Debit System ("DDS") published on 15 June 2013 (the "Rules") as amended, supplemented or replaced from time to time. A copy of the Rules is available on the website of the Central Bank of the UAE. In the event of any discrepancy between the terms and conditions herein and the Rules, the terms and conditions of the Rules will prevail with regard to the DDS.
- 6.2 Unless otherwise stated in these Terms and Conditions, definitions referred to in this section shall have the meanings given to them in the Rules. For the avoidance of doubt, the Rules define the Customer as the "Payer", the Bank as the "Paying Bank", the creditor as the "Originator" and the creditor's bank as the "Sponsoring Bank". A transaction where a debit is made for a specified amount according to a Direct Debit Authority, based on a request by the Originator through a Sponsoring Bank is called the Direct Debit Request ("DDR").
- 6.3 The Customer shall sign a form (whether in paper or electronic form) authorizing the Bank to automatically debit the Customer's account for a payment to a third party ("Direct Debit Authority" or "DDA").
- 6.4 The Customer's participation in the DDS shall be construed as confirmation that the Customer has read and understood the Rules and the Direct Debit Authority Mandate ("Mandate") and accepts that the content of the Rules and the Mandate are legally binding on him/her.
- 6.5 Any and all charges pertaining to the DDA and/or DDR will be borne by the Customer if the Customer has selected DDS as a mode of payment.
- 6.6 If the Customer fails to comply with his/her obligations or breaches any terms and conditions of the DDS, the Rules and/or the Bank's Terms and Conditions, the Customer shall be liable for any direct or indirect losses (including any legal fees) suffered by the Bank, the Originator or the Sponsoring Bank. In addition, any such breach may prejudice any rights which the Customer may otherwise be entitled to.
- 6.7 The Customer is responsible for ensuring that the content of any DDA provided to the Bank is correct. In the event incorrect content is provided to the Bank, the Bank reserves the right to reject the DDA. In such an event, the Bank shall not be liable for any costs/or losses incurred by the Customer.
- 6.8 The Bank will act upon the DDAs or DDRs received from the Originator or Sponsoring Bank at all times. In case of any disputes, the Bank shall not be liable for any loss suffered by the Customer as a consequence of the request breaching the set up threshold (if any) as agreed with the Originator. In all such circumstances, the Customer will be required to approach the Originator to resolve the issue.
- 6.9 In the event that the Customer has set-up more than one DDA on his/her account, the DDRs for every such DDA from the Sponsoring Bank will be processed on a first in, first out basis, based on when the request is received by the Bank for payment. This may result in one or more DDRs being dishonored if there are insufficient funds in the Customer's account to meet all payments.
- 6.10 The Customer is responsible for ensuring that his/her Account with the Bank is sufficiently funded at all times in order to satisfy his/her liabilities to the Originator/Sponsoring and/or Paying Bank as per the DDA. The Customer is liable for any costs, fees, penalties and charges levied in the event of any shortfall when a DDA or DDR is presented. Partial payments of direct debits will not be executed except where the Bank is the creditor and the Paying Bank or in limited circumstance in accordance with the Rules and directives of the Central Bank of the UAE.
- 6.11 In the event that a DDR is returned unpaid due to insufficient funds in the Customer's Account as and when presented by the Originator/Sponsoring Bank(s), the Bank will apply a charge to the Customer's Account each time this occurs in accordance with the standard processing fees and charges outlined in the Bank's applicable schedule of charges.
- 6.12 A Customer may only amend or cancel a DDA or DDR through the Originator. The Bank shall not be obliged to act upon a DDA amendment request, DDA cancellation request or DDA payment stop request made by the Customer. It is the responsibility of the Sponsoring Bank to notify the Bank of such amendments or cancellations. In the absence of such notification, the Bank will continue to operate on the basis that the DDA or DDR in place at the time is valid. In the event that the Customer approaches the Bank to stop, amend or cancel a DDA or DDR held with the Bank, the Bank shall require the Customer to take all necessary actions required to stop, amend or cancel any active DDAs prior to accepting the stop, amendment or cancellation request.
- 6.13 If the Customer's Account is dormant, the Customer will have to activate the Account by following the Bank's applicable procedures before any set-up, cancellation or amendment requests can be accepted and/or processed. The Customer is not permitted to close his/her Account if there are active DDAs or DDRs on the Account without making arrangements with

the Originator to do so. The Customer must validly cancel the DDAs and/or DDRs in accordance with the terms set out in the Rules.

- 6.14 Should the Bank need to contact the Customer regarding the set-up, cancellation or amendment of any DDA in accordance with the DDS, this will be done only via the updated telephone numbers held in the Bank's records. The Bank will not be held liable for any costs or losses arising as a result of the Customer not being contactable or if the details provided by the Customer are incorrect. It is the liability of the Customer to notify the Bank with any changes to such contact numbers on at least 5 calendar days' written notice.
- 6.15 The Bank may, in certain circumstances, including but not limited to, complying with the relevant sanctions imposed by the Central Bank of the UAE or UAE Anti-Money Laundering laws and regulations, refuse to honor a Mandate or DDR or amend or cancel the same (even if the request may otherwise be valid). The Bank may also request the Customer for further information before executing a DDA or DDR, if the Bank deems it necessary, and this may delay the execution of the instruction. The Bank will not be held liable for any losses arising as a result of it complying with all applicable laws and regulations.
- 6.16 The Bank reserves the right to close the Customer's Account at any time in line with these Terms and Conditions without taking into consideration any active DDAs or DDRs on the Account. It is the Customer's sole responsibility to make alternative arrangements with the Originator for his/her obligations. The Bank will not be held liable for any losses incurred as a result of its closing of the Account.
- 6.17. The Bank shall not incur any liability which is caused by any act or breach of the Customer or which arises out of any matter or circumstance outside its direct control, including but not limited to failure in communication services or systems.
- 6.18 The Central Bank has the power to resolve complaints or disputes between Payers, Banks or Originators participating in the DDS. Any dispute or complaint relating to the conduct and participation in the DDS and compliance with the Rules shall be subject to the rules of the UAEDDS Dispute Resolution Process of the UAE Central Bank. This dispute resolution procedure is not for the use of contractual disputes between parties who Customer are paying or intend to pay by direct debit. Failing an agreement between the Parties the matter may be referred to the Dubai Courts.

7. INSTRUCTIONS

- 7.1 The Customer may request the Bank to act upon Mobile App and/or electronic mail instructions (or such other electronic means acceptable to the Bank from time to time) with regard to the Account(s). Prior to accepting any such instructions the Bank may, at its sole discretion, request an indemnity in respect of any liability arising out of accepting any such instructions.
- 7.2 The Bank is entitled to consider electronic mail instructions as, genuine, fully authorised and binding on the Customer and to take such steps in connection with or in reliance on such instruction as it may consider appropriate. The Bank has the right, at its sole discretion, to process or refuse any electronic mail instructions given by the Customer, including without limitation, if the Bank may incur a liability in carrying out the instruction or any part thereof, or if carrying out of any instruction will result in a breach of any law or regulation or otherwise be prejudicial to the Bank's interests; or if the Bank is prevented or delayed directly or indirectly from acting on the instruction by reasons beyond the Bank's control. The Bank may, at its discretion, decline to act upon such instructions unless and until confirmation has been obtained from the Customer, in form and substance satisfactory to the Bank.
- 7.3 The Customer shall release the Bank from any liability and hold the Bank harmless from and against all actions, suits proceedings, costs, claims, demands, charges, expenses, losses and liabilities (other than cost of funding and opportunity loss) however arising in consequences of, or in any way related to:
 - (a) the Bank having acted in good faith in accordance with the Customer's electronic mail instruction(s), notwithstanding that such instruction(s) as above may have been initiated or transmitted in error or fraudulently altered, misunderstood or distorted in the lines of communication or transmission; or
 - (b) the Bank having refrained from acting in accordance with the Customer's electronic mail instruction(s) by reason of failure of actual transmission thereof to the Bank or receipt by the Bank for whatever reason, whether connected with fault failure or un readiness of the sending or receiving machine; or
 - (c) The Customer's failure to forward additional documentations required by the Bank to the Bank within such period as the Bank may specify.
- 7.4 All electronic mail and/or digital instructions given by the Customer to the Bank shall be in compliance with the laws and regulations applicable in the UAE. The Customer fully acknowledges, understands and accepts the risk inherent and associated with communication of the instructions by electronic mail and/or digital means.

- 7.5 In case of death of the Customer no activity on the Account will be undertaken without fresh instructions from the legitimate heirs (approved by a legal and valid succession) of the Customer in form and content satisfactory to the Bank.
- 7.6 In the case of permanent mental incapacity of the Customer no activity on the Account will be undertaken without fresh instructions from a legally appointed representative of the Customer in a form satisfactory to the Bank.
- 7.7 The Bank may in its absolute discretion require that written confirmation of the Customer's oral instruction(s) be received by it within such period as the Bank may specify.
- 7.8 The Bank may record the Customer's telephone conversations or instructions with the Bank. Such recordings will be considered valid and binding on the Customer.

8. ERRONEOUS ENTRIES

In the event that there has been any error in entries posted to the Account by the Bank, the Bank is automatically authorised in its sole discretion to process relevant entries or adjustments to effect necessary corrections. The Customer does not have the right to claim the value of any deposits into the Account posted in error by the Bank. The Customer agrees that the Bank holds the right to unilaterally claim the amounts posted in error, either from the Customer or directly from the Account, and debit the Account accordingly. In the event of such claim/s made the Customer is obliged to immediately reimburse such claim/s in accordance with the instructions of the Bank if required.

9. FEES AND THE BANKING SERVICES CHARGES

- 9.1 The Bank may, without referring to the Customer, debit the Accounts with, and the Customer will on demand pay, any charges, expenses or commission payable against the banking services rendered in accordance with these Terms and Conditions at the schedule of charges and commissions approved and announced by the Bank from time to time.
- 9.2 Where applicable, Accounts are subject to stipulated minimum balance levels as determined and announced by the Bank. The Bank has the right to deduct the required fees if the balance falls below the determined level.
- 9.3 The Bank reserves the right to revise its fees and banking services charges from time to time. Any such change shall be effective upon notice in writing to the Customer, as per these Terms and Conditions, and notice shall be by any means determined by the Bank. The Customer shall be deemed to have accepted such revision if the Customer continues to use the Bank's service after such notice.

10. RIGHT OF LIEN AND SET OFF (MUQASSAH)

The Customer expressly agrees and consents that the Bank may, at any time assert a lien over any money, shares, securities, and documents or other assets and property of whatever nature which are held in the Customer's name or in the name of any affiliate or associate of the Customer in any Account or financing arrangement of the Bank. The Bank may at any time, apply all or part of the money, shares, securities, documents or other assets and property of whatever nature which are held in the Customer's name or in the name of any affiliate or associate of the Customer in any Account of the Bank towards any indebtedness or amounts due under any financial transaction, howsoever incurred and whether actual or contingent, of the Customer or any affiliate or associate of the Customer to the Bank and whether in the same currency as the Account or not. The Bank may affect any necessary conversions at the rate of exchange at which the Bank is able to purchase the currency of the Customer's obligations at the Bank's own prevailing rate of exchange displayed at the Bank's counters, as the Bank may select at its absolute discretion. All costs incurred by the Bank in respect of the exercise of the said right of lien and reconciliation shall be for the account of the Customer and payable on demand.

11. KYC

- 11.1 The Customer do hereby agree and confirm that subject to Bank's request to provide any compliance, AML information, source of funds and KYC documents and/or any other documents as it may deem necessary, the customer will execute and provide the Bank with Know Your Customer ("KYC") related formalities and for collecting additional documents for verification as per the Bank's policies and any regulatory requirements. In case If the Bank is unable to verify the information provided to it by the Customer or any third party, the Customer authorizes the Bank to stop or suspend any Account / Services / transactions / facilities and/or share the information received from it to its employees, agents, affiliates, officers, representatives, service providers and other third parties.

11.2 The Customer do hereby irrevocably and unconditionally authorize the Bank at the Bank's sole discretion and as the Bank may consider appropriate from time to time, to use its approved verification agencies and/or make references/inquiries from any source of information (such as any local or international authority, credit reference agency or any other person/entity which maintains such information), and/or any person and/or entity nominated herein and irrevocably and unconditionally authorize the Bank to get/avail Customer bank statements from all financial institutions and/or banks within UAE and/or to use and verify the credit information and/or any other financial information received by the Bank itself and/or such contacted references, financial institutions, banks, debt collection agencies, credit bureaus, and/or any other person and/or entity discloses to the Bank with any information and/or any relevant documents are requested about me/us in its possession. The Customer confirms Progressive Profile is correct and accurate.

12. Indemnity

12.1 The Customer indemnifies the Bank against any liability, loss, charge, demand, damage, whether direct or indirect, proceedings, costs and expenses whether legal or otherwise which the Bank may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Bank's rights as herein provided. All costs and expense in such regard may be debited to the Account and shall be payable to the Bank by the Customer in accordance with these Terms and Conditions and/or Bank policy.

12.2 Mobile Banking is provided entirely at the risk of the Customer and the Customer agrees to indemnify, defend and hold harmless the Bank, its agents, service providers, affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages, and/or costs (including but not limited to attorneys' fees) arising from: (i) the Customer use of Mobile Banking Application and the Bank's reliance on the information, instructions, license and/or authorization provided by the Customer under or pursuant to these Terms and Conditions; or (ii) the Customer's violation of the Terms and Conditions; or (iii) the Customer's infringement, or infringement by the Customer's Accounts, of any Intellectual Property or other right of any person or entity; or (iv) the Bank acting on the Customer's instructions; or (v) from the Customer's misuse, improper use or access of mobile Banking and/or the Identification Facilities relating to mobile Banking; or

- (vi) from the Bank's failure to provide Mobile Banking or any part thereof attributable either wholly or in part to reasons beyond the Bank's control, including any technical malfunction or breakdown.
- (b) The Customer agrees that the Bank does not guarantee the accuracy, completeness and/or timeliness of information set out or included through Mobile Banking and any such information is subject to amendment, variation and change from time to time.

13. MOBILE BANKING

1. Mobile Banking will be made available to Customers of the Bank. The Bank shall have the right to amend the Terms and Conditions at any time and shall notify the Customer through a notice to the Customer under these Terms and Conditions. Such changes shall be notified to the Customer with a minimum period of 60 Business Days before the date of change. Thereafter, the Customer shall be bound to comply with such amendments. If the Bank does not receive an objection from the Customer, then the Customer shall be considered to have accepted such amendments/changes.
2. In the event of any suspension or termination of access to Mobile Banking (or any services provided thereunder), the Customer may request reinstatement by contacting the Bank using any of the methods provided for under these Terms and Conditions or as may be advised by the Bank. The Bank reserves the right in its sole discretion to grant or deny reinstatement of the Customer to use any of the discontinued or terminated services.
3. The Bank shall use its best endeavours to make Mobile Banking available at all times.
4. Mobile Banking, or any part thereof, may be unavailable from time to time due to routine maintenance or other disruptions or technical failures which are beyond the Bank's control.
5. Processing of some transactions' types may not be available 24 hours a day and these instances will be advised to Customers at the sole discretion of the Bank. In any event Financial Transactions will be subject to the Bank's cut-off times.

6. Customers should not, under any circumstances whatsoever, disclose their Mobile Banking related Identification Facilities to any other person.
7. The Bank shall be entitled to act on instructions received through Mobile Banking, without any further authentication or confirmation from the Customer. Any such instructions shall be deemed to have been made in accordance with the Customer's banking mandate.
8. The Bank's record of any Financial Transaction or Non-Financial Transaction conducted through the use of the Service shall be conclusive evidence of such transaction(s) which shall be legally binding on the Customer for all purposes.
9. Any Financial Transactions submitted to the Bank using mobile Banking will be subject to the Bank's daily limits and cut-off timings, which are subject to change at the Bank's sole discretion. Any instructions received after the cut-off times will be processed on the next Banking Day.
10. Non-Financial Transactions shall be processed offline (unless otherwise specified), and will be approved at the sole discretion of the Bank.
11. The Customer shall be responsible for maintaining, adding and deleting the names and details of its Beneficiaries available through Mobile Banking.
12. Fund transfers are sent entirely at the Customer's own risk and are subject to all applicable terms and conditions.
13. Bill Payments should be affected at least five (5) Banking Days in advance of the Payment due date to allow sufficient time for processing and/or receipt of the Payment by the Beneficiary.
14. When making a Bill Payment, the Customer will be solely responsible for:
 - (i) Providing the Bank with the correct user/consumer/reference number and any subsequent changes; and
 - (ii) Settling any claim or dispute which the Beneficiary or a third party may have or initiate in connection herewith; &
 - (iii) Any late payment charges or penalties imposed by the Beneficiary
15. The Bank is under no obligation to notify the Customer if a transaction initiated through Mobile Banking cannot be processed due to insufficient funds in the Account or for any other reason.
16. The Customer shall ensure there is sufficient drawing balance in the Account before making any payment or funds transfer. If for any reason, the Account is overdrawn by use of Mobile Banking, the Customer shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other Account maintained with the Bank. Failure to comply with this condition shall entitle the Bank to cancel the Customer's access to mobile Banking and to recover or set-off any outstanding amounts and charges from the Customer in a manner deemed appropriate by the Bank. The Bank reserves the right to reverse such transactions executed using Mobile Banking as the Bank determines in the event that an unauthorized overdraft is created in the applicable Account.
17. The Customer acknowledges, agrees and accepts:
 - (i) that he will comply with Instructions associated with the Mobile Banking service;
 - (ii) that the use of Mobile Banking by the Customer constitutes the Customer's acceptance and agreement to be bound by these Terms and Conditions;
 - (iii) that he is liable for the usage of the Identification Facilities and any other authentication methods/devices used to access Mobile Banking by authorized and unauthorized persons or third parties.
 - (iv) all operations carried out by a Customer on its Account(s) using Mobile Banking.
 - (v) the Bank may recover any amount due to it under these Terms and Conditions by debiting the Account(s) with the Bank regardless of whether these Accounts are associated or not with Mobile Banking.
 - (vi) that instructions submitted through Mobile Banking where the correct applicable Identification Facilities have been provided will be deemed to be proper and genuine instructions. Accordingly, the Bank will be entitled to rely on any such instructions and will be deemed to have acted in good faith in response to any such instruction(s);
 - (vii) the Bank is authorized to electronically record any or all communications, whether voice or otherwise, between the Customer and the Bank and acknowledges and accepts that such recordings shall be acceptable as evidence in any arbitration or dispute proceedings. Such recordings shall remain the sole property of the Bank;
 - (viii) the Bank's record of Account(s) shall be conclusive and legally binding for all purposes;
 - (ix) the Bank may recover any amount due to it under these Terms and Conditions by debiting the Account(s) regardless of whether such Accounts are associated with Mobile Banking;
 - (x) the Customer accepts full responsibility for all transactions effected by the use of the Identification Facilities applicable to Mobile Banking (including the applicable usernames and passwords) until the Customer notifies the Bank of any loss or unauthorized use of the applicable Identification Facilities and the Bank receives such notice;

- (xi) the Customer accepts full responsibility for losses resulting from any errors, duplication, ambiguities or fraud in the information that is provided by the Customer;
 - (xii) the Customer will provide all or any information regarding the transfer and payments as may be requested by the Bank in order to comply with applicable laws and regulations;
 - (xiii) the Customer will be responsible to comply with all applicable money laundering regulations and any violations relating thereto;
 - (xiv) that access to some of the services available through Mobile Banking including funds transfer outside the UAE may take longer to process within the Bank, due to differences in time, business hours and business days between the place where the instruction or transaction is received and the place of accounts to be debited or credited.
18. The Bank may, at its sole discretion, vary, amend, supplement, suspend or terminate Mobile Banking (or any part thereof), including the use or eligibility criteria, introduction of new types of instructions and amendments to security procedures, upon notice to the Customer by any means determined by the Bank. Any such variations, amendments and additions will apply from the date stated in the notice. The Customer shall be deemed to have accepted such changes if the Customers continue to use Mobile Banking after such notice;
 19. The Bank shall, in its own discretion, have the right to reject or cancel any transaction in the event of that transaction being incomplete, inconsistent, incorrect or in breach of any statutory or regulatory legislation or if the Bank has any reason to doubt the genuineness of the transaction or related instruction;
 20. The Bank will in no way be responsible for any acts or omissions by any other bank/financial institution(s) or other provider of any account or third party, including and without limitation to any modification, interruption or discontinuance of any account by such bank/financial institution(s).
 21. The Bank shall not accept any claims for compensation of profit or income, loss of profit or the Value Date for any Financial Transaction carried out through Mobile Banking
 22. The Mobile Banking Application should only be downloaded from a store approved by the Bank and should under no circumstances be installed or used on a jail-broken or rooted device.
 23. Upon successful installation and registration of the Mobile Banking Application on the Customer's device, the Bank grants to the Customer a non-assignable, non-transferrable, non-exclusive license to use the Mobile Banking Application (and any updates made available from time to time which may be subject to additional terms) subject to the following obligations and/or restrictions:
 - (i) The Mobile Banking Application is licensed to the Customer by the Bank and the Customer shall not assign, sub-license or grant any rights of use or any other rights in respect of the Mobile Banking Application to any other person;
 - (ii) The Customer shall not alter, modify or adapt the Mobile Banking Application or any part thereof;
 - (iii) The Customer shall comply with the terms and conditions applicable to the use of its mobile device and data or network provider;
 - (iv) On any termination of the Mobile Banking Application or the Customer's right to use the application, the rights granted to the Customer herein shall immediately cease and the Customer shall uninstall the Mobile Banking Application and destroy all copies thereof including all components in the Customer's possession.
 - (v) Where the Bank permits the Customer to upload images or other content to the Mobile Banking Application, the Customer must not upload or store inappropriate or illegal images or content.
 - (vi) The Customer's mobile phone network provider may charge the Customer for use of data services when using the Mobile Banking Application to send and receive data.
 24. Certain functionality offered through the Mobile Banking Application may require access to information on the Customer's device to work. By using such functionality, the Customer consents to the Mobile Banking Application accessing its device and information. The Customer may manage how the Mobile Banking Application accesses its device or information using the privacy settings on its mobile device or by uninstalling the Mobile Banking Application.
 25. Non-personal information may be collected by the Customer's mobile device or the app store provider in accordance with their terms and conditions which apply to the use of Customer device and app store account.
 26. The Customer understands and expressly agrees that the Mobile Banking is provided exclusively for the benefit of the Customer and the use of the Mobile Banking is entirely at the Customer's own risk.
 27. The Bank shall not be liable in any manner or form for any, expense, cost, fees, damages, proceeding or claims, any loss of profits, contracts or special, indirect or consequential loss or damages of whatever nature which may be

incurred directly or indirectly in connection with or as a result of providing the Mobile Banking, including but not limited to:

- (i) Any loss or damage arising directly or indirectly from actions taken or not taken by the Customer or any third party in reliance on material or information contained in a message sent to the Customer by the Service; or
 - (ii) delivery of a message to another mobile telephone due to the act or omission or error of the Customer); or
 - (iii) the failure of the Service due to factors beyond the Bank's control.
28. These Terms and Conditions apply to and regulate Customer's use of biometric login service provided by the Mobile APP. By undergoing the registration process to use the Bank's biometric login service, and/or using the Bank's biometric login service, Customer accept and agree to these Terms and Conditions.
 29. The biometric login service is a service where you may use Customer fingerprint or face id registered on a permitted mobile device in lieu of Customer passcode as a security code to confirm your identity to access the Mobile Banking.
 - a. The Customer acknowledge and agree that in order to use the Mobile APP biometric login service:
 - b. The Customer must be a valid user of the Mobile Banking;
 - c. The Customer must install our Mobile APP using a permitted mobile device;
 - d. The Customer will need to activate the fingerprint or face id recognition function on Customer permitted mobile device and register at least one of Customer fingerprints or face id to control access to the permitted mobile device;
 - e. The Customer must ensure that only your fingerprints and/or face id are stored on Customer permitted mobile device to access the device and understand that upon the successful registration of Customer permitted mobile device, any fingerprint and/or face id that is stored on Customer permitted mobile device can be used to access Mobile Banking including access to Customer Accounts; and
 - f. The Customer should ensure the security of the security codes as well as the passcode that Customer can use to register Customer fingerprints or face id on the permitted mobile device.
 30. The Customer may still choose to access the Mobile APP using your Mobile APP login credentials.
 31. Each time the Mobile App detects the use of a fingerprint or face id registered on a permitted mobile device on which you have registered for the Bank App login service to access our Mobile Banking and/or authorize transactions, the Bank are deemed to have accessed the Mobile Banking and/or instructed us to perform such transactions as the case may be.
 32. The Customer acknowledge that the authentication is performed by the Mobile APP by interfacing with the biometric authentication module on the permitted mobile device and that Customer agree to the authentication process.
 33. The Customer can deactivate the biometric login service for the Mobile APP at any time using the settings options under more function menu once Customer are signed in.
 34. The Customer acknowledge and agree that, for the purposes of the Mobile APP biometric login service, the Bank App will be accessing the fingerprint or face id registered in your permitted mobile device, and Customer hereby consent to the Bank accessing and using such information for the provision of the Mobile APP biometric login service.
 35. The Customer understand the need to protect Customer permitted mobile device and shall be responsible for all use of Customer's permitted mobile device (whether authorized by Customer or otherwise) to access the Bank APP services.
 36. The Customer understand that the fingerprint or face id authentication module of the permitted mobile device is not provided by the Bank, and Bank make no representation and/or warranty as to the security of the fingerprint or face id authentication function of any permitted mobile device and whether it works in the way that the manufacturer of the device represents.
 37. The Bank do not represent and/or warrant that the Mobile APP biometric login service will be accessible at all times, and/or function with any electronic equipment, software, infrastructure and/or other electronic banking services that Bank may offer from time to time.

14. Security

- (a) The Bank is the exclusive owner of the Identification Facilities used by the Customer(s).
- (b) The Customer agrees that all security procedures used and implemented by the Bank are reasonable and adequate. The Customer shall exercise due care in using and preserving the privacy and confidentiality of the Identification Facilities and keep the Bank safe and harmless and indemnify the Bank against any claims for loss or damage (whether direct or consequential) arising from the Customer's use of the Service.

- (d) The Customer:
 - (i) confirm that they will not disclose their Mobile Banking Identification Facilities to others and will safeguard these strictly in a private and confidential manner;
 - (ii) undertake to change their applicable Mobile Banking Identification Facilities frequently and immediately in the event of any suspicion of that such Identification Facilities have being fully or partly compromised;
 - (iii) undertake to destroy any notification relating to Identification Facilities as soon as such notifications are received;
 - (iv) acknowledge that any security-related device must be kept physically secure, which includes making sure that Identification Facilities are not kept in any form (including by browser or any other software) in such a way that anyone using the same device can access the Identification Facilities; and
 - (v) undertake to note the restrictions on usage of the Identification Facilities and/or other authentication methods/devices as advised by the Bank.
- (e) In the event of unauthorized use of an Identification Facility or where an Identification Facility is lost, stolen or disclosed to any other party, the Customer shall immediately notify the Bank of the said loss, theft or disclosure in writing or through the Service. The Bank shall be entitled to suspend the Customer's access to Mobile Banking until further notification to the Customer.
- (f) In the absence of due written notification to the Bank by the Customer of the loss, disclosure or unauthorized usage of the Identification Facilities, the Bank shall consider any transactions requested by way of using such facilities as authorized by the Customer and shall process the same at the Customer's sole cost and risk.

15. Exclusion of Liability

- (a) The Customer understands and expressly agrees that Mobile Banking is provided exclusively for the benefit of the Customer and the use of Mobile Banking including any material and/or data downloaded or otherwise obtained through the use of Mobile banking is downloaded or obtained at the Customer's own risk and the Customer will be solely responsible for any damages, including without limitation damage to the Customer's computer system or loss of data that results from the download or the obtaining of such material and/or data or the use of mobile Banking generally.
- (b) The Bank shall not be liable in any manner or form for any, expense, cost, fees, damages, proceeding or claims, any loss of profits, contracts or special, indirect or consequential loss or damages of whatever nature which may be incurred directly or indirectly in connection with or as a result of providing the Mobile Banking Application, including but not limited to:
 - (i) the Customer's inability to access and/or utilise the Mobile Banking Application due to termination thereof in whole or in part or due to any reason beyond the Bank's control including any technical, communication or network malfunction or breakdown;
 - (ii) the Bank's execution of the Customer's (or any other person purporting to be the Customer) transactions or instructions;
 - (iii) any harm caused by the transmission through Mobile Banking, of a computer virus, or other computer code or programming device that might access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of Mobile Banking or any of the Customer's software, hardware, data or property;
 - (iv) any misuse of Mobile Banking by any Customer or unauthorized third party where the misuse results from the Customer's non-compliance with reasonable security procedures or these Terms and Conditions or any specific security procedures advised to the Customer by the Bank from time to time;
 - (v) any misuse of the Identification Facilities (including Passcode);
 - (vi) any partial, incomplete, late or failed transfer, remittances or Bill Payments to any Beneficiary nominated under Mobile Banking due to any reasons beyond the Bank's control or where the Account was attached by a court order or is blocked or frozen for whatever reason;
 - (vii) errors, delays and other problems caused by or resulting from the action or inaction of any third party for transfers/payments instructions;
 - (viii) any malfunction, breakdown or failure of Mobile Banking Application, the network or telephone equipment that is used by the Customer or other channel or mode of communication;

- (ix) any change, alteration, additions or deletions to these Terms and Conditions, Mobile Banking or the daily cut-off times;
- (x) any misuse of Mobile Banking by the Customer or failure by the Customer to adhere to any notice or communication from the Bank;
- (xi) where the Customer fails to notify the Bank of any change in their e-mail address, mailing address or contact numbers;
- (xii) any industrial dispute or other matter outside the Bank's control or the control of the Bank's agents and sub-contractors;
- (xiii) for the accuracy of any transactions undertaken by the Customers;
- (xiv) any acts or omissions by any other bank/financial institution(s) or other provider of any account, including and without limitation to any modification, interruption or discontinuance of any account by such bank/financial institution(s); or
- (xv) any other loss that a Customer may suffer by using the Mobile Banking Application.

16. Warranty

- (a) The Customer understands and agrees that Mobile Banking is provided "as-is" as provided in these Terms and Conditions or the Bank's online disclaimer and privacy policy or as required by law. The Bank assumes no responsibility for the delay in, deletion, incorrect-delivery or failure to store any user communications or personalization settings.
- (b) Except as expressly set forth in these Terms and Conditions, the Bank disclaims warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of Intellectual Property or third party rights, and the Bank makes no warranty or representation regarding the accuracy or reliability of any information including such information as retrieved by the Customer or any results that may be obtained from the use of the Mobile Banking, or that the Mobile Banking will meet requirements of all users, be uninterrupted, timely, secure or error free.

17. Intellectual Property

- (a) The Customer acknowledges that the Bank is the owner of or has the right and ability to provide access to the Intellectual Property rights to the Customer for the purposes of these Terms and Conditions and Mobile Banking.
- (b) The Customer acknowledges that iPhone and iPad are trademarks of Apple Inc., registered in the United States of America and other countries, Android and Google Play are trademarks of Google Inc. and that App Store is a service mark of Apple Inc.
- (c) The Customer acknowledges and agrees that any and all Intellectual Property rights in and relating to the implementation of these Terms and Conditions and all materials, documentation of the Mobile Banking and subsequent amendments including user guidelines in any form for use in connection with the implementation of these Terms and Conditions shall constitute the property of the Bank.
- (d) The Customer acknowledges and agrees that he obtains no right or interest in the Intellectual Property rights by virtue of these Terms and Conditions or the use of Mobile Banking.
- (e) In relation to the Intellectual Property rights relating to Mobile Banking the Customer shall abide by the following:
 - (i) the Customer shall not sell, give, grant, assign or in any way dispose or attempt to dispose of the Intellectual Property rights to any third party;
 - (ii) the Customer shall not register or apply for registration of any Intellectual Property rights in the UAE or in any other country;
 - (iii) the Customer shall not in any way infringe the Intellectual Property rights;
 - (iv) the Customer agrees to notify the Bank as soon as it is aware of any infringement of the Bank's Intellectual Property rights or becomes aware of or suspects any unauthorized third-party access to or use of Intellectual Property rights.
- (f) In case of the Customer's violation of or infringement of the Intellectual Property rights by any means without the Bank's prior written and documented consent, the Customer shall on demand indemnify the Bank for all cost, expenses, fees, damages which the Bank may incur as a result of such infringement and the Bank shall be entitled to terminate the provision of mobile Banking to such Customer.
- (g) The obligations of the Customer in this Clause shall continue in force notwithstanding termination of these Terms and Conditions for whatsoever reason.

- (h) The Customer agrees to treat at all times, mobile Banking, the related software, the access rights, documentation, Intellectual Property or any other information related to mobile Banking as strictly private and confidential. The Customer shall have no right, without the prior written consent of the Bank (which may be withheld) to use, copy reproduce disclose or permit any other person or business entity to use or have access to such Intellectual Property.

18. Electronic Communications

- (a) The Customer acknowledges, agrees and accepts that the following categories of information ("Communications") may be provided by the Bank to the Customer by electronic means
 - (i) these Terms and Conditions and any notices, amendments, modifications or supplements thereto;
 - (ii) records of transfers, payments and other Financial Transactions conducted using mobile Banking;
 - (iii) any initial, periodic or other disclosures or notices provided in connection with mobile Banking, including without limitation those required by law;
 - (iv) any mobile Banking communications, including without limitation communications with respect to claims of error or unauthorized use of mobile Banking; and
 - (v) any other communication relating to mobile Banking.
- (b) Although the Bank reserves the right to provide Communications in paper format at any time; the Customer agrees that the Bank is under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing".
- (c) Communications may be posted on the Bank's website and/or delivered to the e-mail address and/or mobile telephone number provided by the Customer.
- (d) An electronic Communication by e-mail is considered to be sent at the time that the Bank's e-mail server directs such e-mail to the relevant e-mail address.
- (e) Any e-mail Communication will be deemed to have been received by the Customer when the Bank sends it to the Customer, irrespective of whether the Customer receives the e-mail.
- (f) An electronic Communication made by posting on the website is considered to be sent at the time it is publicly available. The Customer agrees that these are reasonable procedures for sending and receiving Communications. If the Communication is posted on the website, then it will be deemed to have been received by the Customer no later than five (5) Banking Days after the Bank posts the Communication on the Bank's website, whether or not the Customer retrieves the Communication.
- (g) In order to access and retain Communications, the Customer must have a mobile telephone number and an e-mail account and e-mail software capable of reading the Bank's e-mails.

19. No Unlawful or Prohibited Use

- (a) As a condition of using mobile Banking the Customer warrants to the Bank that the Customer will not use mobile Banking for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of these Terms and Conditions or by any applicable law or regulation.
- (b) The Customer further warrants and represents that the Customer will not use mobile Banking in any manner that could damage, disable, overburden, or impair mobile Banking or interfere with any other party's use of mobile Banking.
- (c) The Customer may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through mobile Banking.
- (d) The Customer agrees that these warranties and representations will remain in full force and effect even if these Terms and Conditions terminate for any reason.

20. Access and Eligibility

The Bank reserves the right to amend its eligibility criteria and any time, without notice to the Customer.

20.1 Mobile Banking Service Availability

- (a) The Bank shall use its best endeavours to make the Mobile Banking available at all times.
- (b) The Mobile Banking, or any part thereof, may be unavailable from time to time due to routine maintenance or other disruptions or technical failures which are beyond the Bank's control.

20.2 Terms of Service

(a) The Bank:

- (i) will have the right to appoint any appropriate agency or telecommunications provider (the “Agency”) to provide a mobile banking service to the Customer. The Mobile Banking will be available to the Customer only if such Customer is within the cellular circles of the Agency or in circles forming part of roaming network of such Agency. The Customer will be liable for payment of airtime or other charges which may be levied by the Agency, as per the terms and conditions of the Agency, in connection with receipt or sending of short message services (“SMS”), and the Bank is in no way concerned with such charges;
- (ii) will provide the Mobile Banking to the registered users in respect of only those Accounts and/or Services for which such Customer is registered in accordance with any applicable regulations;
- (iii) is not responsible for any loss or damage arising directly/indirectly from any malfunction or failure of the Mobile Banking. The Customer acknowledges that the proper functioning of the Mobile Banking is dependent on the infrastructure, connectivity and services provided by the Agency and other service providers engaged by the Bank;
- (iv) provides the Mobile Banking at the risk of the Customer who shall indemnify the Bank for any loss/damage resulting from the use of the Service;
- (v) will provide information to the Customer by way of SMS message and/or via other digital means upon the Customer’s written request which is agreed by the Bank
- (vi) may, subject to applicable regulations or as expressly instructed otherwise by the Customer, send general, promotional or informational messages to the Customer;
- (vii) may, at its sole discretion, vary, amend, supplement, suspend or terminate the Mobile Banking (or any part thereof), including the use or eligibility criteria, upon notice to the Customer by any means determined by the Bank. Any such variations, amendments and additions will apply from the date stated in the notice. The Customer shall be deemed to have accepted such changes unless the Customer notifies the Bank in writing otherwise upon which the Bank may discontinue the Mobile Banking for such Customer.

(b) The Customer:

- (i) will advise the Bank immediately in the event of any change in the information given on the application form, including but not limited to the mobile number and account details;
- (ii) agrees to provide any additional information required by the Bank from time to time, for the purpose of making the Mobile Banking available to the Customer;
- (iii) accepts that each SMS message may contain account information relating to the Customer. The Customer authorises the Bank to send account related information, though not specifically requested, if the Bank deems that the same is relevant. The Customer acknowledges that the SMS messages sent by the Bank may contain confidential information and should such confidential information be sent to another individual through no fault of the Bank, the Bank is in no way to be held liable;
- (iv) accepts that all information will be transmitted to and/or stored at various locations and be accessed by personnel of the Bank and its affiliates. The Bank is authorised to provide any information or details relating to the customer/account to the Agency or any service providers so far as is necessary to give effect to any Services;
- (v) acknowledges and accepts that where applicable, any Financial Transactions submitted to the Bank using the Mobile Banking will be subject to the Bank’s cut-off timings, which may be subject to change at the Bank’s sole discretion, and any Instructions received after the cut-off timing will be processed on the next Banking Day;
- (vi) Fund transfer instructions are sent entirely at the Customer’s own risk and are subject to all applicable terms and conditions.
- (vii) shall immediately notify the Bank of any loss or theft of the mobile telephone or SIM card, and the Bank shall from the time of receipt of the notification discontinue the Mobile Banking for that Customer.

21. Terms and Conditions governing the OTP service by SMS or Email

- 21.1 One Time Password (OTP) is used for security verification where Customers are required to key in a digit code when making online transactions/operating mobile banking application. The OTP will be sent via short messaging system (SMS) and/ or e-mail to customer’s registered mobile number/e-mail address registered with the Bank.
- 21.2 The Customer will receive OTP via SMS/e-mail; when abroad if the registered mobile phone number is on roaming mode at customer’s own cost of prevailing telco charges or any fee may be imposed by respective mobile phone service provider or any other party, provided telco supports and provides such international SMS on roaming facilities. Delivery of the OTP via e-mail may be subject to delayed transmission due to network congestion or other system/internet related parameters.

- 21.3 The Bank reserves the right at any time and from time to time to modify or discontinue temporarily or permanently, the Service (or any part thereof) with or without notice where the Bank considers necessary or advisable to do so.
- 21.4 The Customer accepts full responsibility for the security in using of the OTP Service and agrees to act prudently and in good faith when using the OTP Service, including by taking the measures listed below to safeguard the security of the OTP Service:
- i. The Customer must not disclose to any other person or otherwise permit or enable any other person to obtain any OTP; and if there is any actual or suspected misuse of the OTP and/or the device used for receiving OTP, the Customer must notify the Bank as soon as reasonably practicable and written confirmation of any such notification must also be provided to the Bank together with detailed information of the misuse.
 - ii. The Customer must follow the Bank's security recommendations and any other notices relating to the OTP Service which may be issued from time to time.
 - iii. The Customer shall be liable for all transactions conducted in his/her account(s) through Bank's channels of service using the OTP Service (including use of the OTP Service by any other person with the OTP received as SMS via the registered mobile number or email address registered with the Bank).
 - iv. The Bank shall not be liable to the Customer and/or any third party for any modification, non-availability, malfunctioning, suspension or discontinuance of the OTP Service, whether within or outside the Bank's control.
 - v. The Bank reserves the right to suspend or terminate the OTP Service or its use temporarily or permanently at any time, without prior notice to the Customer, for any reason where the Bank considers necessary or advisable to do so, including, but not limited to, when there is a suspected breach of security, or when the Bank has reasonable grounds to suspect that the information you provided is untrue, not current, incomplete or inaccurate.
 - vi. Any online or other transactions initiated or conducted using the OTP Service prior to its termination or suspension will remain valid and the Customer will continue to be bound by their liabilities and obligations under these Terms and Conditions in respect of such transaction.
- 21.5 The Bank reserves the right to amend or alter any of these Terms and Conditions at any time and such amended terms shall be displayed on the Bank's website constitute sufficient notice to the Customer. In the event of any dispute, the decision of the Bank's shall be final and conclusive.

22. LIMITATION OF LIABILITY

The Customer acknowledges that the Bank shall not be liable for any loss or damage suffered by the Customer as a result of any failure by the Bank to make a Payment to a Beneficiary or to carry out the Customer's instructions if the Account was attached by a court order or is blocked or frozen for whatever reason.

23. AMENDMENTS

The Bank reserves the right at all times to supplement, amend, or vary these Terms and Conditions at its sole discretion. Any such change shall be effective upon notice to the Customer. The Customer shall be deemed to have accepted such amendments if the Customer continues to use the Bank's services after such notice.

24. NOTICES

Where the Bank is required to give notice to the Customer under these Terms and Conditions, such notice shall be considered valid and binding on the Customer if on its website, email or otherwise notified to the Customer through other electronic means. The Bank shall not be liable for any delay or loss on this. Notification of any change of address of the Customer shall not be binding on the Bank until the Bank's records have been amended.

25. SHARI'A REQUIREMENTS

The Customer acknowledges and agrees that these Terms and Conditions shall be subject to the Shari'a requirements as applied and interpreted by the Bank's Internal Sharia Supervision Committee from time to time.

26. LEGITIMATE FUNDS

The Bank shall be entitled to freeze any funds in the Account or take other action necessary if the Bank believes the funds to have been obtained other than through lawful means or arising from an unlawful transaction. The Bank's judgment in this respect shall be conclusive. The Bank may also report any money laundering, illegal and/or suspicious transactions in the Account to the authorities within the UAE or abroad. The Bank shall comply with all anti-money laundering laws and regulations in force

and applicable to it from time to time and may at its discretion call for additional details or information on the Customer and/or the Accounts and provide the same to regulatory authorities involved in the said operations. The Bank will not take any responsibility for delayed execution of transactions if the information called for is not provided by the Customers in time.

27. SPECIAL TERMS & CONDITIONS FOR ELECTRONIC SIGNATURE

These special terms and conditions for Electronic Signature (“Special Terms”) apply to your E-Signature (as defined below) in addition to the general terms and conditions for accounts and Islamic Banking services of the Bank (“Account Terms”) and/or the Services and/or Mobile Banking. Unless otherwise stated where these special terms and conditions are not consistent with the Account Terms and/or the Services and/or Mobile Banking, then these special terms and conditions shall apply to the extent of that inconsistency in relation to your use of your E-Signature. E-Signature (hereinafter ‘E-Signature’) shall have the meaning ascribed under applicable local and/or Federal laws and/or its subsequent amendments thereto. This shall be done subject always to the UAE Central Bank’s regulations and/or guidelines issued from time to time and/or and any other applicable laws of the United Arab Emirates.

1. By selecting “I Accept” you are signing these special terms and conditions electronically. You provide your consent to be legally bound by the special terms and conditions under these Special Terms and/or the general terms and conditions for accounts and Islamic Banking services of the Bank. You agree your E-Signature is the legal equivalent of your manual or wet signature on these Special Terms and/or the general terms and conditions for accounts and Islamic Banking services of the Bank (where applicable) and/or under these Terms and Conditions.
2. Subject to Bank policy and procedure, your agreement will be accepted as the electronic equivalent to a hand-written signature and/or as an electronic signature and/or E-Signature as may be permitted under/by any applicable law, which shall be considered (if required) as an original signature for all purposes and shall have the same force and effect as an original signature and shall be valid and binding. Without limitation, “electronic signature” shall include electronically scanned and transmitted versions (e.g., via pdf) of an original signature or secure electronic signature through the application of a demonstrable secure authentication procedure.
3. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Bank, or in accessing or making any transaction regarding any agreement, acknowledgement, consent, disclosures or conditions, with the Bank or a third party using the Bank system, constitutes your signature, acceptance and agreement, as if actually signed by you with a pen in writing.
3. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and the Bank.
4. You also represent that you are authorised to enter into these Special Terms for all persons who own or are authorised to access any of your accounts and that such persons will be bound by the terms of these Special Terms. You further agree that each use of your E-Signature in obtaining a Service from the Bank constitutes your agreement to be bound by the terms and conditions these Special Terms as they exist on the date of your E-Signature.
5. You consent to receive from the Bank exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by the Bank during the course of your relationship with the Bank.

28. MISCELLANEOUS

1. The Customer irrevocably agrees that the Bank may at its discretion and for any purpose (including for the purpose of fraud prevention, credit analysis, audit and debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Customer and/or the Accounts and/or the Customer’s transactions with any third party. The Customer irrevocably authorises the Bank to disclose data to, and obtain credit reports regarding the Customer from, any credit rating agency or bureau.
2. The Customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the Customer to any third party. The Bank shall remain liable to the Customer for any recoverable loss or damage incurred or suffered by the Customer as a result of the negligence, breach or default of any such third party, and will require that any such third party maintains the confidentiality of any such information to the same extent as the Bank.
3. All transactions accepted and implemented by the Bank based on the instructions of the Customer shall be at the expense and responsibility of the Customer and the Customer shall be bound by these instructions.

4. The Bank may, without referring to the Customer, deduct from the Customer's account any expenses, fees or commissions payable against the Services and Products rendered to the Customer provided by Bank, pursuant to banking fees and commissions regulation approved by the Bank.
5. The Bank shall not be liable before the Customer if the amount credited or transferred to the Customer's account is reduced because of fees or value depreciation, nor shall the Bank be held liable if the Customer was unable to receive his/her funds as a result of any restrictions or regulations issued by the court or the competent authorities.
6. The Customer may have a printout of his/her statement of account through mobile banking app. In the event of any objection, the Customer shall notify the Bank in writing within thirty (30) Business Days from the date of the account statement printout. If the Customer fails to notify the Bank within the period mentioned, the account statement shall be deemed correct and accepted by the Customer.
7. The Bank shall not be liable for any damage, error or loss that may occur when the Customer uses the Service. The Customer alone shall be responsible for the accuracy of the information and data entered and for any change or modification that may take place to such information or data from time to time. The Customer shall also be responsible for settlement of any dispute arising out of the utility bill payment with the concerned utility institution.
8. The Customer shall be committed to discharge the Bank and its employees from all obligations and liabilities arising as a result of electronic transactions under which the Customer accepts transactions.
9. The Bank may refuse any requests, instructions or services requested by the Customer if the Customer fails to comply with the necessary procedures as provided in the Website or in this Terms and Conditions or if information and data are incorrect or are in violation of the laws applicable in the United Arab Emirates.
10. The Bank shall not bear any responsibility resulting from non-execution of the transaction or service requested by the Customer if such fault or default is beyond the control of the Bank, its agents and employees and if the Customer is notified of such fault or default by any acceptable and appropriate means.
11. The Customer shall permit the Bank, at any time, without prior notice to the Customer, to freeze and set-off any amounts of whatsoever value or type in the Customer's accounts held by the Bank in the name of the Customer from one account to another irrespective of their types or names, whether in the local or foreign currencies, whereby each such account shall be considered as a security for the other accounts jointly or severally for the settlement of any of the indebtedness due from the Customer or his/ her guarantor to the Bank.
12. The Customer accepts that the Bank's record of electronics financial transactions shall be conclusive evidence of such transactions (unless the Customer proves the contrary) and legally binding on the Customer for all the purposes in any claims or disputes that may arise later between the Bank and the Customer.
13. The Customer undertakes to pay costs of SMS (Mobile SMS) received from the Bank if the mobile phone and the service provider are outside of the United Arab Emirates and the foreign operator imposes fees on those SMS directly to the service supplier. This service may be subject to fees applied by the Bank on a monthly basis or according to service fees deducted by the Bank.
14. If the Customer fails to pay the costs and fees (if applicable) for two months, the Bank shall cancel the services available to the Customer without prior notice. The Customer shall adhere to notify the Bank immediately if his/her mobile is lost or stolen. The Customer indemnifies the Bank from all losses and damages incurred by the Bank resulting from failure to notify the Bank.
15. The Customer undertakes to discharge the Bank in full for all damages and claims of any kind and shall waive, release and discharge the Bank, its staff and its affiliates from any claims, obligations or rights that may arise as a result of the use of service, transmission of his/her personal information and data of his/her accounts and transactions via GSM and the world wide web (Internet).
16. The Customer authorizes the Bank to determine the minimum amount required for sending the notification by SMS or e-mail or both on the mobile number and/or e-mail ID available in the Bank's records. The Customer is responsible to notify the Bank to update his latest contact details (Mobile number & Email ID) in bank's records at all time.
17. Loss or misuse of Personal Identification Number (PIN): The Customer must notify the Bank immediately if the PIN is lost, disclosed or misused, so that the Bank would take the necessary precautionary measures. Customer is fully responsible for any transaction that takes place in his/her account as a result of the disclosure or misuse of Personal Identification Number until the Bank issue a written notice to the Customer confirming the receipt of the Customer's written notice.
18. The Service of electronic account statements and all other services shall be provided at the sole responsibility of the Customer. In case the relevant data are disclosed, the Bank shall not be held responsible towards the Customer of any direct,

- indirect, loss or damage resulting from this disclosure and/or from provision of such electronic data through the e-mail of the Customer.
19. In case of any dispute arising about an amount written in figures and in words, the amount in words shall be adopted.
 20. The Bank shall not be held responsible for any use or unauthorized change of the Customer's data by any party outside the Bank.
 21. The Bank reserves the right to amend the fees for the Service at any time at its sole discretion by giving Customer sixty (60) Business Days advance notice. Such notice may be in any form that the Bank deems appropriate, including notice on its website, SMS/ email notification or physical advice.
 22. The Bank may, at any time and without notices or giving reasons, stop or refuse the provision of all the Services.
 23. The Customer acknowledges that part of Services is free. However, the Bank reserves the right to impose fees on the services, according to its sole discretion, and may change its policy as it deems appropriate, upon giving notice to the Customer in an appropriate manner.
 24. The Customer acknowledges and agrees that the delivery of some Services shall be confirmed by a confirmation message sent to the e- mail addresses provided by him/her to the Bank. Therefore, the Bank shall not be responsible or liable for any delay in the provision of Electronic Banking Services, relevant messages and notices, non-delivery of statements (or SMS), any shortage or division as a result of stopping, delaying, preventing or filtering of e-mail messages by the Customer's internet service provider, the system of e-mail, or by any service provider or any other party.
 25. The failure of the Bank at any time to require the performance by the Customer of any provisions thereof shall not affect the full right of the Bank to require such performance at any time thereafter.
 26. Notices and Correspondence: As provided for this contract, all notices and correspondence exchanged between the Bank and the Customer shall be in writing and addressed as follows:
 - If to the Bank the notice correspondence shall be sent to the digital support unit of the Bank.
 - If to the Customer, the notice correspondence shall be sent to his/her address as indicated during digital onboarding or any such other address as the Customer may notify the Bank from time to time.
 27. E-statement service all services are provided entirely at the Customer's sole risk and in case of disclosure of the released statement, the Bank shall not be liable to the Customer for any direct, indirect special, incidental, or consequential loss or damage, which may arise in respect of this disclosure and/or delivery of this e-statement service through the e-mail address (es) stated above.
 28. It is the responsibility of the Customer to immediately inform the Bank in writing about any change in information about the user registered for this service. The Bank shall not be held liable for any loss or damage that may arise due non-updating of user details.
 29. Any change in the legal status, name or/and ownership of the Customer shall be notified immediately to the Bank failing which shall cause to the suspension of the services.
 30. The Bank shall have the right to amend the Terms and Conditions at any time and shall notify the Customer through a notice to the Customer under these Terms and Conditions. Such changes shall be notified to the Customer with a minimum period of 60 Business Days before the date of change. Thereafter, the Customer shall be bound to comply with such amendments. If the Bank does not receive an objection from the Customer, then the Customer shall be considered to have accepted such amendments/changes.
 31. Any change in the legal status, name or/and ownership of the Customer shall be notified immediately to the Bank failing which shall cause to the suspension of the Services.
 32. The Customer authorize the Bank to communicate/contact Customer through all available means, including but not limited to sending Emails, Statements, SMS's, EDM's, Telephone, Channel visits and Social Media. This form of communication include marketing of existing products/services or promoting new financial products/ services or other related products, including market research and customer surveys.
 33. You might be using several management mobile Apps developed by third parties that are not approved by bank. Please note that bank is not associated with any of these Apps, their content, terms of use or any other terms governing its use. Bank will never request you to provide confidential information or security details to third parties. Same like other third party electronic platforms, these Apps do not offer the bank level grade of security. By sharing your bank credentials on such Apps, your data might be compromised.
 34. The Customer irrevocably and unconditionally undertake not to share his/her confidential information and/or any security details and/or PIN and/or Passcode with any third parties and/or other parties/persons whatsoever ("Confidential

- Information"). The Bank will not be held liable for any losses resulting from you sharing your Confidential Information and/or any other security details with anyone and/or using electronic platforms and/or Apps of third parties/
35. The Customer agree that Customer electronic signature and /or digital acceptance is legally binding and holds full legal effect equivalent to Customer handwritten/physical signature". For avoidance of doubt, Electronic/ digital Signature or electronic/ digital acceptance means any electronic or digital signature (or other form of confirmation/acceptance) provided by Customer which constitute an acceptance for the purposes of these terms and conditions".
 36. The Customer will not, at any time in future, object to any document electronically and /or digitally authenticated by the Bank being submitted to any applicable authority or being used as evidence in any legal proceedings (especially before police station(s), public prosecution(s) and all Courts within UAE) and further the Customer will not claim at any time that Customer electronic signature is not legally binding.
 37. The Customer shall be responsible to keep Customer credentials of online banking and PIN and the Customer may use the Credit Card electronically/ digitally for any transactions without physical Credit Card present with Customer at the time such transaction. The Customer hereby indemnify the Bank against any costs, claims, charges or losses arising out of any transactions effected using the Customer device smartphone, tablet or smart watch or any other device which is compatible for use of the digital wallet service created by the third-party wallet service providers to make payments by Customer. The Customer agree to make payments by using such devices with the credentials secured in the same manner.
 38. The Customer agree to indemnify the Bank against any costs, claims, charges or losses made in respect of any transactions effected by using the Customer digital device prior to Customer notification to the Bank of the fraud, loss or theft or Customer request to the Bank to block the Card.
 39. This application and its terms and conditions shall be executed digitally and electronically by signing on the electronic signature device or accepting digitally and/or accepting the terms and conditions by clicking the click the button without requirement of physical signature. The Customer authenticate and agree to the terms and conditions set out in this application by signing on the signature creation device or and the electronic signature given by Customer is valid and admissible in evidence as Customer handwritten/physical signature and therefore release the Bank from any liability and/or responsibility for any consequences the Customer may incur or suffer in relation to the electronic signature and/or digital acceptance.
 40. The Customer hereby apply for the Banking services detailed in this Account Opening Form and confirm that the details provided in this form are true, complete and accurate in all respects and not willfully withheld any material facts.
 41. Any non-executed payment instructions, including return cheques, will be reflected in the AECB report and shall negatively affect the credibility of customer
 42. The Customer warrant that no bankruptcy proceedings have been commenced against the Customer.
 43. The Customer acknowledge that the Banking services requested by Customer in this form will be made available to Customer at the absolute discretion of the Bank.
 44. The Customer accept the relevant Mobile Banking service terms and conditions available online on Rabbit's web-site at www.gorabbit.ae . This shall be done subject always to the UAE Central Bank's regulations and/or its guidelines issued from time to time and/or any other applicable federal and local laws of the UAE.
 45. The Customer authorize the Bank to communicate/contact me/us through all available means, including but not limited to sending Emails, Statements, SMS's, EDM's, Telephone, Channel visits and Social Media. This form of communication includes marketing of existing products/services or promoting new financial products/ services or other related Products, including market research and Customer surveys.
 46. The Bank reserves the right at all times to supplement, amend, or vary these Terms and Conditions. Any such change shall be effective upon notice to the Customer and notice shall be by any means determined by the Bank. The Customer shall be deemed to have accepted such change if the Customer continues to use the Service after receipt of such notice.
 47. The waiver by the Bank or breach of any of these Terms and Conditions shall not prevent the subsequent enforcement of them and shall not be deemed a waiver of any subsequent breach.
 48. Any notice issued to Customer by the Bank as required within these Terms and Conditions shall be by any means available to the Bank and as permitted by law.
 49. The Bank reserves the right to determine the priority of any transactions and/to any Service transaction(s) over any other existing arrangements with the Bank.

50. The Bank may at its sole discretion reject/decline to act upon any instructions. The Customer confirm that the Customer shall not hold the Bank liable in any way whatsoever for any loss or damage, direct or indirect, howsoever arising from the Bank refusal to act upon any email/digital signature as a mode of instructions;
51. The Bank shall not be liable for any failure or delay in acting on any of the Instructions or communications by reason of any breakdown or failure of transmission or communication equipment or facilities or Services for whatsoever reason, or breakdown of or delay or error in transmission or communication (including without limitation any misdirection of the above instruction or communication within the Bank) for any reason or any cause beyond the control of the Bank.
52. The Customer shall on demand fully reimburse, compensate and hold harmless the Bank and each of its officers and duly appointed representatives (each, a "Compensated Person") for any and all obligations, liabilities, losses, costs, expenses, fees (including legal fees and expenses incurred in connection with any enforcement of the Transaction Documents), damages, penalties, demands, actions and judgments of every kind and nature imposed on, incurred by, or asserted against such Compensated Person arising out of (in each case, without duplication and excluding any breach by such Compensated Person of its obligations under the Transaction Documents and any willful default or gross negligence of such Compensated Person) any failure on the part of the Customer to perform or comply with the provisions of the Transaction Documents (including, without limitation, any breach by the Customer of any representation or warranty).
53. The Bank shall reserve the right to change and modify these terms and conditions or the services and products offered as required by the law and/or the Bank's policy from time to time.
54. The Customer understands and agrees that the Bank shall not be liable to him/her if the Bank is unable to provide the service(s) due to failure of any technical systems or for any other reasons beyond the Bank's reasonable control.
55. The Bank may refuse to execute any requests, instructions or services requested by the Customer if the Customer fails to comply with the necessary procedures as provided on this document; or if the information or data are incorrect or are in violation of the law and/or regulation(s) and/or the Bank's policy.
56. The Customer hereby authorizes the Bank to debit his/her account for the charges (as per the Bank's schedule of charges at place).
57. The Customer understands and agrees that the bank is not responsible for the financial losses due to the error or omission from the Customer side in providing incorrect or incomplete information.
58. The Customer understands and agrees that after the completion of any transaction(s) in the Bank's system, the Bank will not be able to cancel the said transaction; hence this transaction will have a possible impact of fluctuations in exchange rates incase if the Customer decides to cancel the request.
59. The Customer should present original and valid Emirates ID/passport, where applicable, for identity verification as per the Bank's policy and/or the Terms and Conditions.
60. The Customer understands and agrees and adhere to the Terms and Conditions in the banking service agreement and/or in relation to the relevant product Bank's terms and conditions, Banking Services T&C's, and Privacy Policy. (available on the banks website at the following link www.dib.ae/terms-and-conditions) (where applicable) and/or relevant Mobile Banking service terms and conditions available online on Rabbit's web-site at www.gorabbit.ae (where applicable).
61. The Customer's agreement will be accepted as the electronic equivalent to a hand-written signature and/or as an electronic signature as may be permitted under/by any applicable law. The Customer irrevocably and unconditionally confirm that the Customer have read, fully understand and accept all terms of these Terms and Conditions.
62. All amounts set out under the Terms and Conditions and/or otherwise payable by the Customer pursuant to the Account and/or Service and/or Product, shall be made without any deduction and/or withholding for and/or on Account of any Tax. If any deduction and/or withholding is required by any applicable law, as amended from time to time and/or modified by the practice of any relevant governmental revenue authority then in effect, the Customer shall bear such deduction and/or withholding on its own Account and shall be obliged to gross-up the payments.
63. All amounts set out under the Terms and Conditions and/or otherwise payable by the Customer pursuant to the Account, whether the amount is paid as an advance payment, a deposit, on a fixed fee basis, and/or otherwise, are exclusive of Tax, including VAT. Where VAT is payable by the Customer under this Account, the amount payable for the supply (VAT exclusive) will be increased by the amount of the VAT applicable at the prevailing rate.
64. To the extent already paid by the Bank and/or not recovered, the Customer shall keep the Bank indemnified from and against any loss, cost (including any cost of enforcement), liability (as well as any tax liability incurred, including but not limited to, VAT, as applicable), claim, demand or damage, which the Bank suffers or incurs in the lawful and proper exercise of its duties under the Terms and Conditions pursuant to the Account and/or Service and/or Product.

65. The Customer reviewed these Terms and Conditions from a Sharia perspective and have assessed the Sharia compliance of these Terms and Conditions. The Customer undertake not to object or contest the Sharia compliance of these Terms and Conditions at any point of time.
66. The Customer acknowledge and agree that the principle of the payment of interest is repugnant to Sharia and accordingly, to the extent that any legal system would (but for the provisions of this clause) impose (whether by contract, statute or court order) any obligation to pay interest, the Customer hereby irrevocably and unconditionally, expressly waive and reject any entitlement to recover interest. If any proceedings are brought by or on behalf of the Bank under these Terms and Conditions and/or in relation to the Product(s) and/or Services and/or Accounts, the Customer agrees that it will:
 - (a) not claim any judgment interest under, or in connection with, such proceedings; and
 - (b) to the fullest extent permitted by law, waive all and any entitlement it may have to judgment interest awarded in its favour by any court as a result of such proceedings.
67. The Customer irrevocably and unconditionally authorize the Bank, at the Bank's sole discretion and as the Bank may consider appropriate from time to time, to use its approved verification channel and agencies and/or make references/inquiries from any source of information (such as any local or international authority, credit reference agency or any other person/entity which maintains such information), and/or any person and/or entity nominated or authorized to share such information therein and irrevocably and unconditionally authorize the Bank to (i) get/avail my/our bank statements and/or any finance facility information from any and all financial institutions and/or banks within UAE and/or to use and verify the credit information and/or any other financial information received by the Bank itself and/or such contacted references, financial institutions, banks, debt collection agencies, credit bureaus, and/or any other person and/or entity discloses to the Bank with any financial information and/or any relevant documents are requested about me/us in its possession (ii) to share my details, information, facilities information/documents, accounts, personal information/documents, conduct any biometric verification and/or any type of verification using my personal information, identification documents, with and/or through the Bank itself and/or such contacted references, financial institutions, banks, debt collection agencies, service providers, courier providers, credit bureaus, and/or any other person and/or entity and store these data.
68. The Customer irrevocably and unconditionally ensure that Customer use of Rabbit and/or Mobile App and/or the Service(s) and/or Mobile Banking shall not:
 1. be defamatory, unlawful, obscene, offensive, hateful, abusive, inflammatory, threatening, invasive of anyone's privacy, or otherwise objectionable;
 2. promote discrimination on grounds of race, sex, religion, nationality, disability, religion or belief, sexual orientation, being a transsexual person, or age;
 3. infringe any intellectual property rights including copyright, design right, database right, patents, trade mark, moral or performer's right or any other third party right;
 4. be likely to harass, upset, alarm or cause distress to any other person;
 5. contain an instruction, advice, or content that could cause harm or injury to individuals or to computers or systems;
 6. encourage anyone to commit any unlawful or criminal act or condone any unlawful or criminal act;
 7. impersonate any person, or misrepresent your identity or affiliation with any person; &
 8. contain any advertising.
69. The Bank have the right to disclose Customer identity to any third party who is claiming that any material posted or uploaded by Customer to our Mobile Banking and/or Rabbit is defamatory of them, a violation of their intellectual property rights, or of their right to privacy.
70. The Bank will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Mobile Banking and/or Rabbit.
71. For an avoidance of doubt, branch services will not be available to the Customer(s) since it is a digital banking Service under these Terms and Conditions.
72. The Customer can reach out to the Bank's digital assistance in relation to the Account(s) and/or the Product(s) and/or Service(s) in-app chat and/or via Customer's registered email address and /or via Mobile Banking and/or via Bank APP and/or via channels as shall be made available by the Bank from time to time to answer/address all Customer's queries and/or Services.
73. The Customer shall indemnify the Bank and hold it harmless against any damages incurred by the Bank in respect of any amount, which is blocked in compliance with legal requirements or under instruction from the UAE Central Bank or any other competent authority or for any claim against the Bank by any third party.

74. The Customer shall be provided by notices and Account statements (as per its request or upon the Bank decision). In event the Bank does not receive any objection within 30 (thirty) Business Days of the date of sending the notice or the Account statement and/or e-statements, then such statement(s) and notices shall be deemed correct.
75. All direct contact with the Customers and/or respective consumers; for the purpose of advertising/marketing communications must be conducted in accordance with the Laws and with the expressed consent and preferences of respective consumers.

29. Privacy Policy

1. DIB has a strict policy of keeping Customer information secret and secure. The Bank assures its Customers that:
 - a. Personal or Business information provided shall be safeguarded using the highest standards of security and confidentiality.
 - b. Only authorized employees shall have access to the information and those employees who violate the Bank's privacy policies shall be dealt with the normal disciplinary process.
 - c. Collection and use of customer personal information shall be kept to a minimum for promoting the Bank's Products and Services.
 - d. Information provided shall not be shared and/or revealed to any external agency/organization without prior authorization from the customer or as required by the law.
 - e. Sharing of information shall be done only with reputable reference sources and clearing house services for the purpose of credit reporting, verification and risk management.
 - f. All attempts shall be made to keep personal data updated and accurate at all times.
 - g. Personal Medical information shall not be shared for purposes other than underwriting or administration of Customer policy, claim or account as per Customer consent.
2. Notwithstanding the foregoing, DIB reserves the right (and you authorize DIB) to share or disclose Customer personal information, facilities information and documentations when DIB determines, in its sole discretion, that the disclosure of such personal information is necessary or appropriate:
 - a. to enforce our rights against you or in connection with a breach by you of DIB Privacy Policy, terms of use, Terms and Conditions and/or breach under any of Services;
 - b. to prevent prohibited or illegal activities; or
 - c. when required by law, legal process, litigation, debt recovery agencies and/or requests from public and credit agencies, including but not limited to AECB or any other governmental authorities within or outside your country of residence, or if we determine that for purposes of national security, law enforcement, or other issues of public importance, disclosure is necessary or appropriate.
3. The Customer agrees and accepts that these Terms and Conditions are in line with the UAE Central Bank's Consumer Protection Regulation (Circular No:8/2020 dated 25/11/2020) and Consumer Protection Standards.

30. GOVERNING LAW AND JURISDICTION

- 30.1 These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of the Emirate of Dubai and the federal laws of the UAE to the extent they do not conflict with the rules and principles of Shari'a as interpreted by the Bank's Shari'a Supervisory Committee. The Dubai Courts shall have exclusive jurisdiction in respect of any disputes arising therefrom.
- 30.2 Submission to the jurisdiction of the courts of Dubai shall not limit the right of the Bank to bring proceedings against the Customer in any other court of competent jurisdiction.