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### **GOVERNING LAW**

USE OF THIS SITE SHALL BE GOVERNED BY ALL APPLICABLE UAE LAWS.

## **TERMS AND CONDITIONS GOVERNING ONLINE / MOBILE BANKING ELECTRONIC CHANNELS AND SERVICES**

These Terms and Conditions governing Online / Mobile Banking Services provided by Ajman Bank ("**Terms and Conditions**") shall be read in conjunction with the General Terms and Conditions governing Personal Accounts and the General Terms and Conditions governing Business Accounts, as applicable. Please read the Terms and Conditions carefully before using any of the services provided under the Online / Mobile Banking Services. The Terms and Conditions represent a legally binding contract between the Customer (as defined below) and the Bank and establish the terms and conditions governing the use by the Customer of the Online / Mobile Banking Services.

First use of the Online / Mobile Banking Services implies that the Customer has fully read, understood and accepted these Terms and Conditions. If any particular business relationship between the Customer and the Bank is governed by a separate agreement or specific terms and conditions, that agreement or those specific terms and conditions shall prevail over these Terms and Conditions to the extent that the provisions of that agreement or those specific terms and conditions (as the case may be) conflict with these Terms and Conditions. Any capitalized terms not otherwise defined herein shall have the meanings given to them in the General Terms and Conditions governing Personal Accounts or Business Accounts, as applicable.

References to Ajman Bank in these Terms and Conditions shall include its assigns and successors.

### **Definitions:**

Unless the context requires otherwise, the following terms and expressions shall have the meanings set out below:

**Account** means any Personal Account or Business Account opened and maintained in the name of the Customer, for the purposes of present and/or future utilization of the services provided by the Bank, as identified in the Online / Mobile Banking Application.

**Authorized Signatory** means any person, who has been authorized by the Customer through duly executed and valid Power of Attorney, Partner Resolution, Board/Shareholder's Resolution or by Memorandum and Articles of the corporate Customer in each case in a form acceptable to the Bank to sign, maintain and operate the Account on behalf of the Customer including utilizing any/all of the Online / Mobile Banking Services.

**Available Funds** means the ledger balance plus the overdraft less all the reserve demands of the Account.

**Bank Email** means secured electronic mail service provided by the Bank to the Customer under Online / Mobile Banking Services.

**Bill Payments** means the Online / Mobile Banking Service provided to the Customer that enables Customers to make utility bill payments from their Account or Credit Card to Specified entities in UAE.

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

**Business Day** means any day other than Saturday and Sunday or any other day declared by the UAE Central Bank as holiday in the United Arab Emirates on which the Bank will be open for general business in the United Arab Emirates.

**Online Banking Application** means the application form that must be duly completed and submitted to the Bank by the Customer or User when registering for Online Banking Services offered by the Bank, which may be obtained online or at the Bank.

**Card Holder** means holder of any card issued by the Bank in the Customer's name, including Credit Cards or Debit Cards.

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

**"Credit Card or "Debit Card"** means a card issued by the Bank in the Customer's name (includes new, renewed, reissued and replacements cards).

**Customer** means any account holder of a Personal Account or a Business Account or a Credit Card.

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

**Financial Transactions** means usage of the Online / Mobile Banking Services for any function or services provided by the Bank causing movement of funds in the Customer's Account.

**Funds Transfer** means the movement of funds from the Customer's Account to its other Account(s), within the Bank or other bank(s), or to a third party account within or outside UAE.

**Instruction(s)** means any request or instructions to the Bank through the Online / Mobile Banking Services.

**Intellectual Property** means intellectual property rights in connection with the Online / Mobile Banking Services 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).

**Limit** means the daily limits as set out at Clause 4 ("Daily Limits on Funds Transfer & Payments"), for using Online / Mobile Banking Services for payments and transfer of funds from the Customer's Account, subject to availability of funds in the Account.

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

**Mobile Banking** means information provided through IOS & Android

**Month** means a calendar month.

**Non-Financial Transactions** means the use of any function or services provided by the Bank under the Online / Mobile Banking Services, relating to the Customer's Account and/or other business activities with the Bank, which do not create any financial impact on the Customer's Account.

**Disclaimer** means the disclaimer available on login page.

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

**Phone Banking** means the phone banking instruction and information services, whether automated via IVR or through a customer service agent made available by the Bank's call centre.

**PIN** means a secret numeric password shared between a user and a system that can be used to authenticate the user to the system and to gain access to the system.

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

**Bill Payment** means the Online / Mobile Banking Service provided to the Customer that enables the Customer to do a recharge or pay there bill from their Account to Specified Entities in UAE.

**SMS Banking** means short message services (SMS) services, provided by the Bank on the Customer's Mobile Telephone.

**Registration** means enrolment to avail the Online / Mobile Banking Services provided by the Bank.

**SMS Authentication Code** means One Time Password required for authentication method in Online / Mobile Banking Services.

**Service Provider** means a service provider assisting the Bank in providing the Online / Mobile Banking Services to the Customer.

**Specified Entities** means in relation to the Bill Payments and Recharge and Top-ups services provided to the Customer, such as Etisalat, Abu Dhabi Water and Electricity Authority (ADWEA), Dubai Electricity and Water Authority (DEWA), Sharjah Electricity and Water Authority (SEWA), Al Ain Distribution Company (AADC), Federal Electricity and Water Authority (FEWA), RTA Salik, Ajman Sewerage, and/or any other entity approved by the Bank details of which are available on the Bill Payment service page of the Website.

**Statement of Account** means the Bank's periodic statement sent to the Customer by the Bank or obtained by the Customer via Online / Mobile Banking Services and E-Statement, showing particulars of the Transactions conducted under the Account during a certain period, including debits / credits with regards to various deposits, payments and transfers made via the Online / Mobile Banking Services.

**Statement of Card** means the Bank's periodic statement sent to the Customer by the Bank or obtained by the Customer via Online / Mobile Banking Services and E-Statement, showing particulars of the Transactions conducted utilizing the Card during a certain period, including debits / credits with regards to various payments and transfers made via the Online / Mobile Banking Services.

**Transfers** mean the movement of funds from the Customer's Account to its other Account(s), within the Bank or other bank(s), or to a third party account within or outside UAE through Online / Mobile Banking Service.

**Electronic Statement (E-Statement):**

- (a) You will receive the Account e-statement in the 1st of every month.
- (b) Monthly E-Statement will be free of cost
- (c) Users subscribing after 25th of every month will receive email statements only from subsequent months.
- (d) Credit Card e-statement will be received on cycle date

**T-PIN** means Telephone Personal Identification Number which the Customer uses to gain access to Online Banking Services via Phone Banking

**User ID** means the valid alphabetical, numerical or combination of both, identification provided by the Bank when registering through the Online / Mobile Banking Application or selected by the Customer during online registration, from which the Bank identifies the Customer accessing the Online / Mobile Banking Services.

**UAE** means the United Arab Emirates

**“Website” or “Site”** means the Bank's official website <http://www.ajmanbank.ae> and <https://onlinebanking.ajmanbank.ae/RetailBank/> providing access to the Online Banking Services.

**Interpretations:**

- (a) References to Articles, Clauses and Schedules are references to Articles, Clauses and Schedules of these Terms and Conditions.
- (b) The headings in these Terms and Conditions are inserted for convenience purposes only and shall not affect the construction of these Terms and Conditions.

- (c) Except where the context otherwise requires words denoting the singular shall include the plural and vice versa, words denoting a gender shall include every gender and reference to persons shall include body corporate and unincorporated entities.
- (d) Any reference to a person includes any individual, company, partnership firm, corporation or other legal entity, whatsoever.

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

### **1.1 Registration:**

- (a) The Customer can register for the Online / Mobile Banking Services through website login page or Mobile Banking app.
- (b) For registering for Online / Mobile Banking services, the Customer must login at the Bank's Website or download the app from respective play store . Customer should carefully read and follow the instructions .
- (c) The Customer then enters the User ID and the Login Password ("Passwords").
- (d) At first login, the Customer should carefully read these Terms and Conditions. By ticking the box provided the Customer confirms that he agrees and accepts these Terms and Conditions.

### **1.2 Eligibility:**

- (a) All Personal Accounts where the mode of operation of the Account is single.
- (b) Where the mode of operation of the Account is only with joint signatures, such joint Personal Accounts are not eligible for Online Banking Services.
- (c) If the Account is a joint Personal Account, by using the Online / Mobile Banking Services the Customer confirms that, the other joint accountholder(s) have consented for the use of the Account in relation to the Online / Mobile Banking Services. The Bank reserves the right to end the Customer's use of the Online / Mobile Banking Services if any joint accountholder notifies the Bank that (i) the joint accountholder never consented to the Customer's use of the Online Banking Services or (ii) the joint Account can no longer be operated on the Customer's Instructions alone or (iii) the joint accountholder is withdrawing consent from the Customer to operate the joint Account.

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

### **2.1 Self Registration:**

- (a) To submit the duly completed and signed Letter of Indemnity to any of the Bank's branches.
- (b) Once the Letter of Indemnity is processed and approved by the Bank, the Customer can register Online Banking Registration.
- (c) At first login, the Customer should carefully read the Terms and Conditions governing Online / Mobile Banking Services and tick the box to indicate that he agrees and accepts these Terms and Conditions.
- (d) The Customer can now use all the services offered on Online / Mobile Banking.

### **2.2 Eligibility:**

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

### **3. CONDITIONS RELATING TO Online / Mobile Banking SERVICES:**

#### **3.1 CONDITIONS RELATING TO PHONE BANKING AND IVR SERVICES (PHONE BANKING):**

- (a) Upon application by the Customer, the Bank may at its absolute discretion provide the Phone Banking and IVR service access and related access to generate Telephone Personal Identification Number (T-PIN) to the Customer via IVR.
- (b) The Bank is hereby authorized to act on verbal or touch-tone Instructions with respect to the Account.
- (c) The Bank will request the Customer to generate a confidential T-PIN via IVR. The Customer should not, under any circumstances whatsoever, disclose their T-PIN to any other person. The Customer's verbal/ touch-tone Instruction(s) identified by the correct Account or Card number and T-PIN 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). The Bank will not be responsible for, and the Customer hereby irrevocably releases the Bank from any liability to the Customer of whatever nature and howsoever arising as a result of the Bank accepting the Customer's Instructions, or instructions from some other person purporting to be the Customer. The Customer hereby agrees to fully indemnify the Bank and hold the Bank harmless against any and all actions, proceedings, costs, charges, losses, expenses, fees or damages (including legal fees) it may suffer in connection with the Bank accepting the Customer's Instruction, or instructions from some other person purporting to be the Customer.
- (d) Phone Banking Transactions effected through use of a T-PIN will be conclusive and binding on a Customer for all purposes.
- (e) The Customer understands and agrees to the defined Cut-off time for Financial Transactions via Phone Banking services every Business Day. After Cut-off time the Financial Transactions will be processed the next Business Day.
- (f) The Customer acknowledges that the Account balance given to the Customer through the use of Phone Banking shall not for any purpose whatsoever be taken as a conclusive statement of the Customer's Account with the Bank.
- (g) Where an Account is opened with the Bank by more than one person, any one person will be entitled to give any such verbal/ touch-tone Instruction(s) and the Bank will be entitled to rely upon any such Instruction(s). Phone Banking services are not available to or in respect of any Account, which requires the joint signatures of two or more persons for any Instruction or action.
- (h) The Customer shall immediately notify the Bank via the Bank's Phone Banking number of any loss or unauthorized utilization of the T-PIN relating to his Account and will accept full responsibility for all Phone Banking Transactions effected by use of the T-PIN until the Customer provides to the Bank and the Bank receives such notification. The Customer agrees to fully to indemnify the Bank and hold the Bank harmless against any and all actions, proceedings, costs, charges, losses, fees, expenses or damages (including legal fees) it may suffer in connection with the misuse of the T-PIN.
- (i) The Bank reserves the right to reverse such Transactions as the Bank determines from the Account in the event that an unauthorized overdraft is created in the Account.

- (j) The Customer may only terminate the Phone Banking services by giving notice in writing to the Bank and will be responsible for all the Transactions made using Phone Banking services until the termination of the service by the Bank.
- (k) The Bank reserves the right to amend, supplement, suspend or withdraw Phone Banking or any or all of the services provided by Phone Banking at any time, in its sole discretion and without giving any notice to the Customer. Each such change is deemed to be binding whether or not the Customer has received specific notice of it.
- (l) The Customer agrees to pay the Bank's charges for Phone Banking services as published in the Price Guide as amended from time to time. Such changes are deemed to be binding on the Customer whether or not the Customer has received specific notice of them. The Customer authorizes the Bank to deduct all such charges from any of the Customer's Accounts with the Bank. If Phone Banking services are withdrawn or reduced in whole or in part, the Customer shall not be entitled to any refund of any charges paid in respect of any matter in relation to this Phone Banking service.
- (m) By applying for and using the Phone Banking services the Customer is deemed to have read, understood and agreed to be bound by these Terms and Conditions.

### **3.2 CONDITIONS RELATING TO SMS BANKING SERVICE (SMS BANKING):**

- (a) Upon application by the Customer, the Bank may at its absolute discretion provide SMS Banking service to the Customer. SMS Banking is not available in respect of joint Accounts, which require instructions to be given jointly by two or more Authorized Signatories.
- (b) The Bank reserves the right to amend, supplement, suspend or withdraw any or all of the services provided as part of SMS Banking at any time, in its sole discretion without giving notice. Each such change is deemed to be binding whether or not the Customer has received specific notice of it.
- (c) Unless the Customer has expressly forbidden the Bank to send promotional information to its Mobile Telephone, the Bank may from time to time send promotional information to the Customer's Mobile Telephone.
- (d) The Customer understands and agrees to the defined Cut-off time for registration and using Financial Transactions of SMS Banking on a Business Day. After the Cut-off time the registration request and Financial Transactions will be processed the next Business Day.
- (e) The Bank shall not be responsible for any network failure by the GSM network provider or any transmission error or any similar failure affecting any of the SMS Banking services, including the failure of an SMS to reach the Customer.
- (f) The Customer agrees to pay the Bank's charges for SMS Banking as published in the Price Guide as amended from time to time. Such changes are deemed to be binding on the Customer whether or not the Customer has received specific notice of them. The Customer authorizes the Bank to deduct all such charges from any of the Customer's Account(s) with the Bank. If the SMS Banking is withdrawn or reduced in whole or in part, the Customer shall not be entitled to any refund of any charges paid in respect of any matter in relation to this SMS Banking.
- (g) Charges for receiving and sending SMS messages will be completely borne by the Customer even if the Mobile Telephone has a roaming facility and the foreign operator charges for SMS messages. The Customer agrees to receive any number of messages at any time.
- (h) The Customer agrees to fully indemnify the Bank and hold the Bank harmless against any and all actions, proceedings, liability, costs, charges, losses, expenses, fees or damages (including legal



- fees) it may suffer in connection with the provision of SMS Banking to the Customer or as a result of any transmissions over the GSM network in connection with SMS Banking.
- (i) The Customer shall immediately notify the Bank of any loss or theft of the Mobile Telephone, and the Bank shall from the time of notification stop providing the SMS Banking service to that Mobile Telephone.
  - (j) By applying for and using the SMS Banking, the Customer is deemed to have read, understood and agreed to be bound by these terms and conditions.
  - (k) The Bank will not in any way be responsible or liable for any loss, damage or other consequence arising from:
    - a. non-delivery of a services via SMS Banking, including SMSs, as result of the Customer's Mobile Telephone being switched off, lost, or stolen; or
    - b. delivery of a service via SMS Banking, including an SMS, to a party other than the Customer if the Mobile Telephone is not in the possession or control of the Customer for any reason whatsoever (whether with or without the consent of the Customer), or
    - c. delivery of a message to another mobile telephone due to the act or omission or error of the Bank, its employees, officers or agents or any third party (including without limitation any service provider), or the use and provision of the SMS Banking Service in any way.
  - (l) The Bank accepts no liability for any loss or damage arising directly or indirectly from actions taken or not taken by the Customer or any third party in reliance on material or information contained in a message sent to the Customer by SMS Banking.

### **3.3 GENERAL CONDITIONS FOR USE OF Online / Mobile Banking SERVICES**

- (a) The Customer irrevocably and unconditionally accepts that any Transaction and/or Instruction made or given through the Online / Mobile Banking Services will be entirely at the Customer's own risk and responsibility. The Bank's record of any Transaction or Instruction processed in connection with Online / Mobile Banking Services will be binding and conclusive evidence of such Transaction or Instruction for all purposes.
- (b) The Customer agrees that all security procedures used and implemented by the Bank are reasonable and adequate. The Customer shall safeguard and ensure that the security procedures are kept secret at all times and shall diligently safeguard from disclosure and/or use by any other person(s), the Customer's Security Codes, or any other authentication methods/devices, not to be disclosed to any third parties or unauthorized personnel. The Customer is advised:
  - a. to remember the Security Codes and destroy any notification as soon as the Customer receives it;
  - b. not to write down or record their Security Codes;
  - c. that any security-related device must be kept physically secure, which includes making sure that Security Codes are not kept in any form (including by browser or any other software) in such a way that anyone using the same device can go through the security procedures using stored details;

- d. to note the restrictions for usage of the Security Codes and/or any other authentication methods/devices as advised by the Bank.
- (c) The Customer will have access to the Bank's network 24 hours/7 days, with the exception of any planned or unexpected shutdowns during operating and non-operating hours. The Customer acknowledges that such shutdowns may result in either partial or no access to the Online / Mobile Banking Services.
- (d) The Bank reserves the right to record in its information systems all data concerning any communication or action relating to any Transactions.
- (e) The Bank will use reasonable endeavors to execute Instructions as soon as these are received from the Customer and accepted by the Bank's information systems but does not guarantee any indicated turnaround time. The date and content of each Instruction will be verified by any means available to the Bank.

**4. Daily Limits on Funds Transfer & Payments:**

Online / Mobile Banking Funds Transfer or payments must not exceed the Customer's available balance in the Account on the day the transfer is made. The Customer will not be able to transfer funds or make payments in excess of the daily Limit (in same and/or cross currency transfers) as stipulated below. The daily Limit is the cumulative total of any number of Transactions. The Bank reserves its right to change these Limits, and may amend them upon the request of the Customer and subsequent approval of the Bank. If the Customer attempts to transfer funds that exceed the daily Limit, the Bank will decline the Transaction request and the Customer will receive a message stating that the entered amount exceeds the daily Limits.

<b>Online / Mobile Banking</b>		
<b>Transaction Type</b>	<b>Min - Max Per Transaction Limit (AED)</b>	<b>Max Daily Transaction Limit (AED)</b>
Transfers within my accounts	1-Unlimited	1-Unlimited
Transfers within AJMAN BANK	1 - 100,000	100,000
Transfers within UAE	50 - 100,000	100,000
International transfers	100 - 100,000	100,000
Etisalat Wasel Recharge	50 - 250	15,000
Etisalat GSM, Landline, eLife, AlShamil, evision	10 - 5000	15,000
DEWA Bill Payment	1 - 5000	15,000
SEWA Bill Payment	Outstanding amount - 5,000	15,000

Ajman Sewerage	10 - 5,000	15,000
AADC Bill Payment	10 - 5,000	15,000
ADDC Bill Payment	10 - 5,000	15,000
FEWA Bill Payment	1 - 5,000	15,000
RTA Salik Recharge	50 - 5,000	15,000
du		
More Credit / More Time	20 - 500	15,000
More International	20 - 200	
More Data	20 - 500	
Postpaid, Landline, Broadband, TV	20 - 5,000	

#### 5. Cut-off times for Service Requests Transfers Services:

- a. The Customer understands and agrees that the below mentioned services provided by the Bank have the following Cut-off times:

Account Service Request	Cut-off time	Holiday*
Cheque Book Request	N/A	Sunday
Online / Mobile Banking Registration	Anytime	N/A

Standing Instruction Execution	N/A	Saturday & Sunday
Scheduled Transfers Execution	N/A	Sunday

Transaction Type	From Account Currency	Cut-off time	Holiday*
Funds Transfer within own Ajman Bank Accounts	AED Foreign Currency	NA	NA
Funds Transfer within UAE	AED Foreign Currency	NA	NA
Funds Transfer outside UAE	AED Foreign Currency	1:00 PM	Saturday & Sunday
Credit Card Payment	AED Foreign Currency	NA	NA
Etisalat Recharge / Payment	AED Foreign Currency	NA	NA
DEWA Bill Payment	AED Foreign Currency	NA	NA
SEWA Bill Payments	AED Foreign Currency	NA	NA
Ajman Sewerage Bill Payment	AED Foreign Currency	NA	NA
AADC Bill Payment	AED Foreign Currency	NA	NA
ADDC Bill Payments	AED Foreign Currency	NA	NA
FEWA Bill Payment	AED Foreign Currency	NA	NA
RTA Salik Recharge	AED Foreign Currency	NA	NA
du Recharge / Payment	AED Foreign Currency	NA	NA

\* Any other day declared holiday by UAE Central Bank

1. Cut-Off times for Transfers Services:

- a. The Customer understands and agrees that any Funds Transfer Instructions to a beneficiary's account with any other bank within the UAE or a bank outside the UAE will be sent by Telegraphic Transfer.
- b. If the request for Transfer is received before the Cut-off time stipulated below, the funds are reserved instantly.
- c. For the Funds Transfer request received after the Cut-off time stipulated below or for all scheduled Transfers, the funds will be reserved at the start of the next Business Day.
- d. The debit for the transferred funds will be reflected in the Customer's Account on the Business Day on which the Instruction(s) have been executed by the Bank.
- e. If the Bank faces any technical problems in executing the Instruction(s) by Telegraphic Transfer, the Bank may decline the Instruction(s).
- f. Funds Transfer Instructions in foreign currencies may not be made available on the day the Transfer is executed by the Bank and are subject to foreign exchange settlement processing which may cause delays.
- g. The Customer understands and agrees that Funds Transfers to a beneficiary's account with another bank within or outside the UAE will have the following Cut-off times:

<b>Cut-off times for Fund Transfers</b>			
<b>To Account Currency</b>	<b>Cut-off time</b>	<b>Value Date</b>	<b>Holiday*</b>
AED (UAE Dirham)	1:00 PM	Same Date	Sunday
GCC Currencies: BHD (Bahraini Dinar) KWD (Kuwaiti Dinar) OMR (Omani Riyal) QAR (Qatari Riyal) SAR (Saudi Riyal)	1:00 PM	Next Business Day	Sunday
EUR (EURO) GBP (Sterling) USD (United States Dollar)	1:00 PM	Next Business Day	
All other foreign currencies	1:00 PM	Two Business Days	Saturday & Sunday

\* Any other day declared holiday by UAE Central Bank

**6. Non-Eligibility for Online / Mobile Banking Services:**

The following are not eligible for Online / Mobile Banking Services:

- a) Any person authorized by the Customer to access his/her Account through Online / Mobile Banking Services who has not accepted these Terms and Conditions, as amended from time to time.
- b) Personal Finance, Home Finance or Auto Finance account holders with no other relationship with the Bank.
- c) Term Deposit or Investment Deposit account holders with no other relationship with the Bank.
- d) Supplementary Cardholders.
- e) Joint Personal Accounts where the mode of operation for the Account is only with joint signatures.

**7.Fund Transfers:**

- a) It is understood that the Telex/SWIFT messages are sent entirely at the Customer's own risk. The Customer agrees to fully indemnify the Bank and hold the Bank harmless against any and all actions, proceedings, liability, costs, charges, loss, fees or expenses or damages (including legal fees) it may suffer as a result of the Bank acting, delaying or refraining from acting upon the said Instruction(s). Neither the Bank nor the Bank's overseas correspondents shall be liable for any loss, delay or error which may occur in the transmission of the message or misinterpretation of a message when received, or for any delay caused by the clearing system of the country in which the payment is to be made. The Bank is not liable for any act of default or negligence by the beneficiary's bank in collecting the remittance. In no event shall the Bank under any circumstances be liable for any loss of profits, contracts or special, indirect or consequential loss or damages.
- b) In the absence of specific instructions, all charges/commissions outside the UAE are for the beneficiary's account. The beneficiary may be unable to obtain full value under a Telegraphic Transfer on account of exchange or other restrictions applicable in the country of payment or to the paying bank or charges and fees of the payment bank.
- c) If the circumstances require, the Bank reserves the rights to send Telegraphic Transfers through a different place other than the one specified by the Customer.
- d) Encashment of the 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.
- e) The Bank will use reasonable endeavours to process Transactions/Instructions received by the Bank before the specified Cut-off time notified by the receiving branches or centres from time to time. Transactions/Instructions received after such Cut-off time will be processed on the next Business Day. For this purpose all holidays declared by Central Bank, Saturday and Sunday are non-Business Days.
- f) The beneficiary's bank SWIFT Code/BIC Code/Sort Code/Fedwire ID/CHIPS UID or any such code mentioned by the Customer will be considered as correct and the remittance will take effect accordingly, assuming correctness of the given codes.
- g) Telegraphic Transfers will take effect with spot value (two Business Days after the date of receipt of request by the Bank). Transactions for the same day value are subject to the time when the Transaction Instructions are received, as well as the Cut-off times related to the geographical location of the payment's recipient.
- h) The Bank reserves the right to revise all remittances charges from time to time without prior notice.
- i) If the Transfer request is submitted via the Online / Mobile Banking Services, the Bank may act upon such authority and presume that they are genuine and accurately represent the requirements of the Customer, regardless of whether the Instructions are actually compiled or sent in error, by fraud, negligence, altered or amended by someone other than the Customer with or without the actual knowledge or instructions of the Customer. The Bank has no duty to verify the facts or authenticity of the Instructions.
- j) If the Customer requests from the Bank a refund of the remittance amount made in error by the Customer after receipt of funds by the beneficiary's bank, the Bank shall at its discretion refund the Customer at the prevailing buying rate for the relevant currency less all charges and expenses incurred which the Bank shall be entitled to debit from the Customer's Account immediately.

## **8. Online / Mobile Banking Services:**

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

### **8.1 My Accounts, My Deposits, My Finances, My Settings, My Messages, Service Request Services:**

- a) Obtain operating Account balances; make service requests for new cheque books and duplicate statement.
- b) All operating Accounts in the Customer's name will automatically be linked to the Online / Mobile Banking Services.
- c) Obtain fixed deposit account balances. Any payment or transfer of fixed deposits to a third party's account is prohibited through the use of Online / Mobile Banking Services.
- d) Obtain finance (home finance, personal finance, and auto finance) account balances and finance details.
- e) Obtain Card details and information.
- f) Review and download statements with account balances and transaction histories for the last twelve (12) months. Account balances and transaction histories reflect the Transactions made as at the time of making the online inquiry.
- g) Change Log-in and Passwords.
- h) Send/receive Bank E-mail to/from the Bank.

### **8.2 Bill Payments and Recharge:**

- a) Bill Payments services allow the Customer to pay their utility bills from Customer's Account to Specified Entities in UAE. The Customer can also view whether the instruction is pending or completed for Bill Payment and add/delete the Specified Entities or its details.
- b) The Customer authorizes the Bank to follow the payment Instructions provided under these Terms and Conditions. The Customer will provide the Bank with their consumer reference number, Account number and/or any other information relating to the Specified Entities in carrying out a Bill Payment request. When the Customer initiates a Bill Payment request, he authorizes the Bank to charge his Account or Card with the amounts provided in the Transaction and to pay such amounts to the Specified Entity on Customer's behalf.
- c) Typically, Bill Payments request is real time to reflect the movement of the funds from the Customer's Account to the Specified Entities subject to clause 8.2(e) and (g) below.
- d) Bill Payments requests are executed as per the Customer's Instructions and the Customer's Account or Card will be debited on the Business Day after the Bill Payments request is processed.
- e) While it is anticipated that most Bill Payments requests will be processed and completed on the Business Day after the Customer's selected Bill Payments process date, the Customer agrees that due to circumstances beyond the control of the Bank some Bill Payments requests may take longer to be posted to the account at the Specified Entity. For this reason, the Bank recommends that the Customer selects a Bill Payments process date at least five (5) Business Days before the actual due date of the relevant payments. The Customer agrees that the Bank will not be responsible for any payments that are received or processed by the Specified Entities after the intended date of payment, or that result in a late charge or penalty imposed by the payee, if the Customer does not follow the above recommendation. In such an event, the Customer agrees that he/she shall have the sole risk of incurring and the sole responsibility for paying any and all late charges or penalties imposed by the payee.
- f) Only Specified Entities within UAE may be paid using the Bill Payments service. The Customer understands and agrees that any Bill Payments Instructions will be subject to the Cut-off time and

daily Limits as stipulated above in Clause 5 of the 'General Conditions for Use of Online / Mobile Banking Services' ("Cut-off Time for Service Requests & Transfers Services").

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

### **8.3 Transfers Services:**

#### **8.3.1 Transfer of Funds to own Accounts and to other beneficiary's Account held at the Bank:**

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

#### **8.3.2 Transfer of Funds to other banks within United Arab Emirates or banks outside United Arab Emirates:**

- a) The Transfers Service to other banks within the UAE offered by the Bank allows the Customer to remit funds from their Account to a beneficiary's account in another bank/financial institution within UAE.
- b) The Transfers Service allows the Customer to remit funds from their Account to a beneficiary's account in a bank/financial institution outside UAE.
- c) The Customer will be responsible for maintaining, adding and deleting beneficiary's names and details for any Funds Transfer request.
- d) By using this Service the Customer can transfer funds and enquire on the status of those transfers, appearing as pending, completed or declined.
- e) The Customer acknowledges and agrees that when the Bank is carrying out a remittance from any of their Accounts, the Bank is acting as an agent for the Customer and not as the agent or on behalf of any third party. The Customer understands and agrees that at all times his/her relationship with any third party is independent of the Bank and the Customer's use of this Service. The Bank will in no way be responsible for any acts or omissions by any other bank/financial institution(s) or other provider of any account, including and without limitation to any modification, interruption or discontinuance of any account by such bank/financial institution(s).
- f) The Customer agrees not to request any Funds Transfers that are not permitted under these Terms and Conditions and/or in violation of any rules, regulations and laws as applicable. The



Bank is not responsible for any costs or losses incurred as a result of any Transactions that are not permitted under restrictions imposed by the beneficiary's bank/financial institution or those imposed by law.

- g) The Bank reserves the right to decline to affect any Funds Transfer requests as well as requests to amend or cancel previous requests. The Customer agrees not to use the service described under this paragraph 8.3.2 to make any tax payments or any court-ordered or directed payments.
- h) The Customer understands that the Bank will not investigate any discrepancies between the beneficiary's name and account number. In addition, the Customer agrees that the Bank is under no duty to investigate discrepancies between the beneficiary's name and account number, and that the Bank will act only as per the Instructions of the Customer. If a Funds Transfer request identifies a beneficiary by name and account number, the Bank may execute those Instructions by reference to the account number only, even if the account number does not correspond with the beneficiary's name. The Customer understands that other bank/financial institutions may not investigate discrepancies between beneficiary's names and account numbers. In addition, the Customer agrees that the Bank has no responsibility to investigate discrepancies between beneficiary names and account numbers and the Bank will act only as per the instructions of the Customer.
- i) The Customer understands and agrees that at all times his/her relationship with other banks/financial institutions is independent of the Customer's relationship with the Bank and the Funds Transfers service. The Bank will not be responsible for any acts or omissions by other banks/financial institutions or other provider of any account, including and without limitation to any modification, interruption or discontinuance of any account by such banks/financial institutions.
- j) The Customer must check with the beneficiary's bank/financial institution for restrictions regarding transfer of funds within their institution. The Bank is not responsible for any Charges or losses incurred from Funds Transfers that are not permitted by such banks/financial institutions or those imposed by law.
- k) The Customer understands and agrees that any Funds Transfer Instructions to third party accounts in other banks/financial institutions within or outside the UAE are sent by Telegraphic Transfer. The A Funds Transfer is subject to the Cut-off time and daily Limits stipulated above. The conditions of Funds Transfers by Telegraphic Transfer are stipulated above.
- l) The Customer acknowledges that access to some of the services available through the Online / Mobile Banking Services 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.

#### **8.4 Card Payment Service:**

- a) Card Payment services offered by the Bank allow the Customer to access their Card details, summary of debits, balance available for use, current/previous statement and card payments.
- b) Upon registration of the Online / Mobile Banking Services, all Cards issued by the Bank in the Customer's name will automatically be linked to the Online / Mobile Banking Services.
- c) Any payment Instruction made through this service will be debited from the Customer's Account immediately.
- d) The Customer understands and agrees that any Card payments made using the Online / Mobile Banking Services are online payment services. Payments will be subject to the Cut-off times and daily Limits stipulated above.

- e) The Bank reserves the right to reject a payment Instruction due to insufficient available funds or for any other reason at the Bank's sole discretion. The status of a Card Payment service request can be viewed online as pending, completed or declined.

## **8.5 2in1 Account Terms & Conditions**

- a) 2 in 1 Account (hereinafter referred to as the "Account") can be opened with AED 10,000 or more.
- b) Account will be part of Mudaraba pool; a profit bearing Account.
- c) Profit to be paid only to customers with a quarterly average balance of AED 10,000 and above every quarter.
- d) Minimum balance of AED 3,000 per month to be maintained to avoid charges of AED 25 per month.
- e) All individual legal residents (Locals & Expats) in UAE above 18 years can open the Account with Ajman Bank (hereinafter referred to as the "Bank").
- f) Customer is at liberty to withdraw funds from the Account at any time.
- g) Joint account(s) are allowed.
- h) Customer is entitled to an ATM / Debit card and a Cheque book facility.
- i) The Bank shall have the right to block the funds in the Account and report the matter to the UAE Central Bank in the case of any suspicion of money laundering or terrorist financing .
- j) Customer can not avail salary advance on this account.
- k) Customer can open Account from any Branch of the Bank in UAE.
- l) Customer can transfer funds in the Account from any other account maintained by Ajman Bank or any other bank in UAE, depositing cash through the Branch / Online Banking / Mobile Banking or Cash Cheque Deposit Machines.
- m) Customer can also pay by Cheque drawn on any Bank in UAE, or a transfer from other banks.
- n) The Bank reserves the right to introduce any charges at any time
- o) The Bank is not responsible for any loss in transit of application forms, payment instructions or any other document, unless such loss is caused by the Bank .
- p) If the customer's details are suspicious or unsatisfactory as per the Bank's requirements at any time, the Bank reserves the right to close the Account and refund the balance amount as per Bank's policy.
- q) The account holder is responsible to provide the bank with his/her current information/ valid documents as required to open/maintain the account. Any changes in the status must be notified to the bank without any delay .
- r) This terms and conditions shall be governed by and construed in accordance with the laws of UAE and applicable UAE Central Bank regulations. Any dispute between the parties shall be referred to the competent Courts of the UAE .

## **9. Customer agrees and undertakes that:**

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

- b) The Customer is liable for the usage of the Security Codes and any other authentication methods/devices used to access any of the Online / Mobile Banking Services by authorized personnel, unauthorized personnel or any other third parties.
- c) The Bank can reasonably rely on the authenticity of Transactions conducted by the Customer or anybody else on the Customer's behalf by accessing the Online / Mobile Banking Services using Security Codes and the security procedures. If the Bank has reason to doubt the genuineness of any Instruction or Transaction, the Bank may, in its own discretion, choose not to process the Instruction and/or Transaction initiated using any of the Online / Mobile Banking Services.
- d) The Customer is responsible for the accuracy of information submitted to the Bank and the Bank shall not bear any liability for any loss or damage arising from any erroneous or insufficient information provided to the Bank.
- e) The Customer agrees that the Bank may at its sole discretion include additional banking products or services in the Online / Mobile Banking Services or discontinue some of the banking products and services provided in connection with the Online / Mobile Banking Services.
- f) The Customer undertakes to execute any additional documents that may be required by the Bank prior to providing any existing/modified/additional Online Banking Services. Where a Customer fails to comply with such requirements, the Customer shall not be eligible for such existing, enhanced, modified or additional Online / Mobile Banking Services and the Bank will be entitled to withdraw the services provided earlier.
- g) The Customer shall ensure sufficient drawing balance in the Account relating to the Online / Mobile Banking Services, before making any payment or Funds Transfer. If for any reason, the Account is overdrawn by use of the relevant Online / Mobile Banking Service, the Customer shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other Account maintained with the Bank. Failure to comply with this condition shall entitle the Bank to cancel the relevant Online / Mobile Banking Service and to recover or set-off any outstanding amounts and Charges from the Customer in a manner deemed appropriate by the Bank.

#### **10. Liability of the Bank:**

The Customer agrees that the Online / Mobile Banking Services are provided exclusively for the benefit of the Customer. The Bank shall not be liable in any manner or form for any loss, expense, cost, fees, damages, proceeding or claims of whatever nature which may be incurred directly or indirectly in connection with or as a result of providing the Online / Mobile Banking Services, including but not limited to:

- a) the Customer's inability to access and/or utilize the Online / Mobile Banking Services due to any reason beyond the Bank's control including any technical, communication or network malfunction or breakdown;
- b) the Bank's execution of the Customer's Transactions or Instructions;
- c) any malfunction, breakdown or failure of the Online / Mobile Banking Services;
- d) any change, alteration, additions or deletions to these Terms and Conditions, the Online / Mobile Banking Services, the systems of operation of the Online Banking Services or the daily Cut-off times;
- e) any partial, incomplete, late or failed Transfer, remittances or Bill Payments to any payee/beneficiary nominated under the Online / Mobile Banking Services due to any reasons beyond the Bank's control; or
- f) any damage to any systems or devices of the Customer or any User as a result of using the Online / Mobile Banking Services.

## **11. Indemnity by the Customer:**

The Online / Mobile Banking Services are provided entirely at the risk of the Customer and the Customer agrees to indemnify, defend and hold harmless the Bank, its 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's use of the Online / Mobile Banking Services and the Bank's reliance on the information, Instruction, license and/or authorization provided by the Customer under or pursuant to these Terms and Conditions; (ii) or the Customer's violation of the Terms and Conditions or his/her infringement, or infringement by any other user of the Customer's Accounts, of any Intellectual Property or other right of any person or entity; (iii) the Bank acting on the Customer's Instructions or from the Customer's misuse/improper use / access of the Online Banking Services and Security Codes as granted by the Bank, or from failure to provide any or all of the facilities available under the Online / Mobile Banking Services attributable, either wholly or partly, to reasons beyond the Bank's control, including any technical malfunction/breakdown.

The Customer further agrees that the Bank does not guarantee the accuracy, completeness and/or timeliness of information set out or included through the Online / Mobile Banking Services and any such information is subject to amendment, variation and change from time to time.

## **12. Responsibility for Errors:**

The Customer understands and agrees to the following:

- a) The Bank will rely on the information provided by the Customer and the Customer authorizes the Bank to act on any Instructions, which have been or reasonably appear to have been sent by the Customer, to submit Transfer, remittances or make payment Instructions on the Customer's behalf.
- b) The Customer understands that third party financial institutions receiving the Transfer / payment Instructions may rely on such information. The Bank is not obliged to take any further steps to confirm or authenticate such instructions and will act on them without requesting any further confirmation.
- c) The Customer understands that if the Customer provides the Bank with incorrect information or if there is any error in the Customer's Instruction / information, the Customer accepts full responsibility for losses resulting from any errors, duplication, ambiguities or fraud in the information that is provided by the Customer.
- d) The Customer agrees not to impersonate any person or use a name that the Customer is not authorized to use. If any information provided by the Customer is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Bank reserves the right to recover from the Customer any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. In any event, the Bank is not responsible for errors, delays and other problems caused by or resulting from the action or inaction of any third party for Transfers / payments Instructions.
- e) The Customer understands that any such errors, delays or other problems are the responsibility of the relevant third party. The Bank does not guarantee that the Customer's infrastructure will ensure connectivity to the Bank's network.

## **13. Service Charges:**

When completing a transfer, remittances, Bill Payments, service requests using any Online / Mobile Banking Services, certain Charges will apply to the Customer. The Customer agrees and undertakes the following:

- a) To pay the Charges for use of any Online / Mobile Banking Services and the Bank shall directly debit the Customer's Account with the applicable fees and Charges for any Transaction executed or services utilised using the Online Banking Services. Such Charges shall be as per the Bank's schedule of fees, commissions and charges, which is available as a link to the Customer at Website relating to the Online / Mobile Banking Services.
- b) The Customer agrees to pay all fees, expenses or Charges applicable to Online / Mobile Banking Services, which the Bank may (i) change from time to time at its discretion; and (ii) directly debit to the Customer's Account.
- c) The Customer agrees that if for any reason the Charges for any of the Online / Mobile Banking Services are not collected from the Customer's Account, the Bank has the right to decline any service request for Online / Mobile Banking Services.
- d) The Bank reserves the right to charge a fee for the use of its Online Banking Services and any additional services or features that the Bank may introduce.
- e) The Customer understands and agrees that the Customer is responsible for paying any and all the fees associated with usage of the Online / Mobile Banking Services.

#### **14. Online Disclaimer and Privacy Policy:**

The Online / Mobile Banking Services are specifically granted to the Customer as per these Terms and Conditions, Online Disclaimer and Privacy Policy made available to the Customer prior to using any Online / Mobile Banking Services.

#### **15. Limitation of Liability and Warranty:**

- a) The Customer understands and agrees that the Online / Mobile Banking Services are provided "as-is" except as otherwise 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 timeliness, deletion, incorrect-delivery or failure to store any user communications or personalization settings.
- b) The Customer understands and expressly agrees that use of the Online Banking Services including any material and / or data download or otherwise obtained through the use of the Online / Mobile Banking Services 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 Online / Mobile Banking Services generally.
- c) Except as expressly set forth in these Terms and Conditions, the Bank disclaims warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of Intellectual Property or third party rights, and the Bank makes no warranty or representation regarding the accuracy or reliability of any information including such information as retrieved by the Customer from the Customer's Account or any results that may be obtained from the use of the Online / Mobile Banking Services, or that the Online / Mobile Banking Services will meet requirements of all users, be uninterrupted, timely, secure or error free.
- d) Except as described in these Terms and Conditions, the Bank will not be liable for any direct, indirect, incidental, special, consequential or punitive damages of any kind resulting from the use

of or the inability to use the Online / Mobile Banking Services, any inaccuracy of any information or amount retrieved by the Bank from the Account(s), any breach of security caused by a third party, any Transactions entered into based on the Online / Mobile Banking Services or Customer Instructions, any loss of, unauthorized access to or alteration of the Customer's transmissions or data or for the cost of procurement of substitute goods and services, including but not limited to damages for loss of profits, use, data or other intangibles, even if the Bank had been advised of the possibility of such damages.

- e) The Customer acknowledges and agrees that when the Bank and/or its Service Provider is effecting a Transfer, remittances or Bill Payments from or to any of the Accounts, the Bank and its Service Provider is acting as the Customer's agent, and not as the agent or on behalf of any third party. The Customer agrees that the Bank, its affiliates, Service Providers and partners shall be entitled to rely on the foregoing authorization, agency and authority granted by the Customer.
- f) The Customer agrees that the Bank shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) the Bank's access to the Accounts; (2) the Bank's debit and/or credit or inability to debit and/or credit the Accounts in accordance with the Customer's Funds Transfer Instructions; (3) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the Accounts; (4) any charges imposed by any provider of accounts; and (5) any funds transfer limitations set by the financial institutions or other providers of the accounts.

**16. Viruses and Technical Problems:**

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

**17. Right of the Bank to obtain information/verification:**

- a) The Bank and its Service Provider reserve the right to obtain such information as the Bank deems reasonably necessary to ensure that the Customer is not using the Online / Mobile Banking Services in violation of law, including, but not limited to, laws and regulations designed to prevent 'Money Laundering' or the transfer of funds to any account (including the Customer's Accounts) that are blocked by the Central Bank of the UAE or under the laws and regulations applicable to Money Laundering of the country of access to the Online / Mobile Banking Services.
- b) The Customer undertakes to provide all or any information regarding the transfer and payments in order to comply with the applicable laws and regulations
- c) The Customer shall be responsible to comply with all applicable money laundering regulations and shall be responsible for any violations of such regulations.

**18. No Unlawful or Prohibited Use:**

- a) As a condition of using the Online / Mobile Banking Services, the Customer warrants to the Bank that the Customer will not use the Online / Mobile Banking Services 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 the Online / Mobile Banking Services in any manner that could damage, disable, overburden, or impair the Online /

Mobile Banking Services or interfere with any other party's use and enjoyment of the Online / Mobile Banking Services.

- 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 the Online / Mobile Banking Services.
- 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.

**19. Intellectual Property Rights:**

- a) The Customer acknowledges that the Bank or the Service Provider 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 the Online / Mobile Banking Services.
- b) The Customer acknowledges and agrees that any and all Intellectual Property rights in and relating to the implementation of these Terms and Conditions, which have been produced by or for the Bank shall constitute the property of and shall automatically belong to the Bank, irrespective of its use in connection with these Terms and Conditions and the Bank shall have the absolute right to utilize the Intellectual Property to its benefit and advantage and to alter and/or improve any element or component thereof in any manner it deems fit at all times.
- c) The Customer acknowledges and agrees that he/she obtains no right or interest in the Intellectual Property rights by virtue of these Terms and Conditions or the use of Online / Mobile Banking Services.
- d) In relation to the Intellectual Property rights which are the subject of these Terms and Conditions the Customer shall abide by the following:
  - a. 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;
  - b. the Customer shall not register or apply for registration of any Intellectual Property rights in the UAE or in any other country; or
  - c. the Customer shall not in any way infringe the Intellectual Property rights;
- e) 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 unauthorised 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 any Online / Mobile Banking Services 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 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 Online / Mobile Banking Services 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.
- i) The Customer agrees to treat at all times, the access rights, documentation, Intellectual Property or any other information related to the Online / Mobile Banking Services as strictly private and confidential.

- j) 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.

**20. Electronic Communications:**

- a) The Online / Mobile Banking Services are an electronic, Online-based service. Therefore, the Customer understands and agrees that these Terms and Conditions will be entered into electronically, and that the following categories of information ("Communications") may be provided by the Bank to the Customer, by electronic means: These Terms and Conditions and any notices, amendments, modifications or supplements to it.
  - a. Records of transfers, payments and other Transactions done through utilizing the Online / Mobile Banking Services, including without limitation confirmations of individual transactions.
  - b. Any initial, periodic or other disclosures or notices provided in connection with the Online / Mobile Banking Services, including without limitation those required by law.
  - c. Any Customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Online / Mobile Banking Services.
  - d. Any other communication relating to the Online / Mobile Banking Services.
- 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) The Customer should print a paper copy of any important electronic Communication and retain the copy for their records.
- d) The Customer agrees to promptly update its registration records, if the Customer's e-mail address or other information changes. The Customer can update their registration records, such as the Customer's e-mail address, by using the Online / Mobile Banking Services.
- e) Communications may be posted on the pages of the Website or other website of the Bank disclosed to the Customer and/or delivered to the e-mail address provided by the Customer.
- f) Any electronic Communication (including e-mails) will be deemed to have been received by the Customer when the Bank sends it to the Customer, irrespective of whether the Customer receives the e-mail.
- g) 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) Business Days after the Bank posts the Communication on the pages of the Online / Mobile Banking Services site, whether or not the Customer retrieves the Communication.
- h) An electronic Communication by e-mail is considered to be sent at the time that the Bank's e-mail server to the appropriate e-mail address directs it to the relevant address.
- i) An electronic Communication made by posting on the pages of 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.
- j) In order to access and retain Communications, the Customer must have an e-mail account and e-mail software capable of reading the Bank's e-mails.
- k) If the Customer has registered for the Online / Mobile Banking Service and the Customer wants to withdraw its consent to have Communications provided in electronic form, the Customer must cancel any pending Transfer requests (within the time period permitted by the relevant



cancellation policies set out in the Bank's standard terms and conditions of business) and stop using the Online / Mobile Banking Service.

**21. No Liability for failure to complete transaction through Online / Mobile Banking Services:**

- a) The Customer may access a statement of all the Transfers and payments effected or pending at any time.
- b) If any Transaction could not be completed, the Bank and/or its Service Provider, upon learning that such Transfer or payment have failed; will make reasonable efforts to complete the Transfer / payment.
- c) If the Transfer / payment fail a second time, the Bank will notify the Customer.
- d) The Bank does not guarantee good and timely execution of Transactions. The Bank will not be liable for any direct, indirect, incidental, special or consequential damages if the Bank's failure to complete any Transaction under the Online / Mobile Banking Services resulted from an error that was bona fide and not intentional, notwithstanding the Bank's procedures to avoid such error. In addition, the Bank shall not be so liable if, for instance: the Customer does not have enough Available Funds in their Account to make the Transfer;
  - a. the Customer's computer malfunctions;
  - b. the Bank's browser or the processing center of the Bank or its agent that is used for Online / Mobile Banking Services is not working properly and the Customer knew or is advised by the Bank or its agent about this when the Customer made the Transaction/Transfer;
  - c. circumstances beyond the Bank's control (such as fire, flood, computer failure or interference from an outside force) prevent the Transaction/Transfer from being properly executed or completed;
  - d. the Customer's password, Security Code or User ID have been reported lost or stolen or the Bank has reason to believe that the Transaction/Transfer is unauthorized;
  - e. the Transaction/Transfer would violate any applicable provision of any risk control program or applicable policies, procedures or practices or laws or government regulations;
  - f. the Bank has reasonable cause not to honour the Transfer/Transaction, including protecting the interests of the Bank and/or the Customer;
  - g. the Customer's access to the Online / Mobile Banking Services has been suspended;
  - h. the funds in the Customer's Account are subject to legal process or other encumbrance restricting the Transfer;
  - i. the payee has a mailing address outside the UAE or if the Bill Payment is to pay any taxes, or to make a court-ordered or directed payment; or
  - j. any other exceptions stated in the Bank's agreements with the Customer;The Bank shall not be obligated to inform the Customer of a failure to effect any payment or execute any Transaction/Transfer for any of the abovementioned reasons. The Bank may at any time request from the Customer a written confirmation of submitted Transactions/Transfer requests. The Customer declares that none of its Transactions/Transfer requests shall contribute to the laundering of criminal proceeds and the Customer assumes responsibility for the authenticity and lawfulness of its Transactions/Transfers.
- e) Communications may be posted on the pages of the Website or other website of the Bank disclosed to the Customer and/or delivered to the e-mail address provided by the Customer.

- f) Any electronic Communication (including e-mails) will be deemed to have been received by the Customer when the Bank sends it to the Customer, irrespective of whether the Customer receives the e-mail.
- g) 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) Business Days after the Bank posts the Communication on the pages of the Online / Mobile Banking Services site, whether or not the Customer retrieves the Communication.
- h) An electronic Communication by e-mail is considered to be sent at the time that the Bank's e-mail server to the appropriate e-mail address directs it to the relevant address.
- i) An electronic Communication made by posting on the pages of 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.
- j) In order to access and retain Communications, the Customer must have an e-mail account and e-mail software capable of reading the Bank's e-mails.
- k) If the Customer has registered for the Online / Mobile Banking Service and the Customer wants to withdraw its consent to have Communications provided in electronic form, the Customer must cancel any pending Transfer requests (within the time period permitted by the relevant cancellation policies set out in the Bank's standard terms and conditions of business) and stop using the Online / Mobile Banking Service.

**22. Suspensions, Reinstatement of any facilities or use of Online / Mobile Banking Services:**

- a) In the event that the Bank at any time incurs a problem with the Customer's use of any facilities under the Online / Mobile Banking Services, including without limitation a failure in attempting to debit any of the Customer's Accounts or to collect Charges with respect to any Transfers or payments, without limiting any other right or remedy that the Bank may have under these Terms and Conditions or otherwise, the Bank reserves the right to suspend the Customer's right to use the Online / Mobile Banking Services, immediately and without prior notice to the Customer.
- b) The Customer understands and agrees that such action is reasonable for the Bank to take in order to protect the Customer's Accounts and the Bank from loss.
- c) In the event of such suspension, the Customer may request reinstatement of the facilities by contacting the Bank using any of the methods provided for under these Terms and Conditions.
- d) The Bank reserves the right in its sole discretion to grant or deny reinstatement of the Customer to use any of the facilities or the Online Banking Services.

**23. Change in Services:**

- a) The Customer agrees that the Bank may modify any services described in these terms and conditions including Online / Mobile Banking Services and the use of some or all accounts within the Online / Mobile Banking Services, with or without notice, without liability to the Bank.
- b) The Bank reserves the right to change the Terms and Conditions of a particular service under the Online / Mobile Banking Services in its sole discretion at any time. The Customer agrees that if the Customer continues to use any such service after the Bank notifies the Customer of any change, the Customer thereby accepts the changes to such service and agrees to be bound by these Terms and Conditions, as amended.
- c) The Customer agrees that the Bank has the right to discontinue/ withdraw any or all of the facilities under the Online / Mobile Banking Services, without assigning any reason.

- d) If the Customer does not accept and agree to the changes to these Terms and Conditions, or if at any time the Customer wishes to discontinue the use of the Online / Mobile Banking Services, the Customer is required to notify the Bank in writing through e-mail, Phone Banking or by post and in this event the Customer will not be entitled to use any of the services described in these Terms and Conditions.

**24. Discontinuation/Termination of Services:**

- a) The Bank reserves the right, subject to applicable law, to discontinue or terminate with immediate effect the Online / Mobile Banking Services and the Customer's right to use the Online / Mobile Banking Services at any time and for any reason and without prior notice, including without limitation if the Bank, in its sole judgment, believes that the Customer is engaged in activities that violate any of the terms under these Terms and Conditions or the rights of the Bank and/or the Bank's Service Provider, or if the Customer provides the Bank with false or misleading information or interferes with other users or the administration of the Online / Mobile Banking Services. It is a condition precedent for use of the Online Banking Services that the Customer maintains an Account with the Bank in UAE. In the event where the banking relationship is terminated for any reason or in the event of any breach of the Terms and Conditions contained herein, the Bank shall be entitled forthwith to cancel the Online / Mobile Banking Services.

**25. Miscellaneous Provisions:**

- a) Waiver: No forbearance, neglect or waiver by the Bank in the exercise or enforcement of any right or remedy arising from any of these Terms and Conditions will prejudice the Bank's right thereafter to enforce the same. No waiver by the Bank will be effective unless it is in writing.
- b) Variations: The Customer is deemed to have read, understood and agreed to be bound by these Terms and Conditions. At any time, the Bank may change, add, amend, supersede or supplement any or all of the provisions of these Terms and Conditions. Such changes are deemed to be binding on the Customer whether or not the Customer has received specific notice in person of such amendments.
- c) Severability: If any provision in these Terms and Conditions is found to be unenforceable, invalid or illegal, such provision will be deemed to be deleted and the remainder of these Terms and Conditions will be unaffected by such unenforceability, invalidity or illegality.
- d) Force Majeure: The Bank shall not be liable for its inability to pay or offer Online / Mobile Banking Services or execute Instructions due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond the Bank's control. In such event no other office, branch, subsidiary or affiliate of the Bank shall be responsible or liable to the Customer.
- e) Assignment: The Bank may, without any prior notice to the Customer, at its own discretion assign the whole or any part of its rights and obligations under these Terms and Conditions. The obligations of the Customer under these Terms and Conditions may not be assigned in whole or in part, without a prior written consent of the Bank.
- f) Records: The Bank is entitled to record all Instructions, Communication with the Customer and messages and/or Instructions sent to the Bank electronically or otherwise and other Transactions conducted by or through any such medium. The Bank's record of all such Communications, conversations, Instructions, messages and Transactions will be conclusive and binding on the Customer for all purposes.

- g) Notices: Save as otherwise provided in these Terms and Conditions, any demand or communication made by the Bank under these Terms and Conditions will be in writing in English and sent to the address given by the Customer (or such other address as the Customer may notify the Bank from time to time) and, if posted, will be deemed to have been served on the Customer on the date of posting.

**26. Governing Law and Jurisdiction:**

- a) These Terms and Conditions shall be governed by and construed in accordance with the Federal laws of the UAE, as applicable from time to time and the Bank and the Customer hereby irrevocably submits to the exclusive jurisdiction of the courts in the UAE to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions or the provision by the Bank of Online / Mobile Banking Services.
- b) The Customer irrevocably waives any objection which it might now or hereafter have to the courts referred to in this clause being nominated as the forum to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions made hereunder and agrees not to claim that any such court is not a convenient or appropriate forum.
- c) Submission to the jurisdiction of the courts of the UAE shall not limit the right of the Bank to bring proceedings against the Customer in any other court of competent jurisdiction nor shall taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.