

**TERMS AND CONDITIONS**  
**UAE - RETAIL BANKING**  
**Dated 01/03/2022**



## Contents

<b>1. General Terms</b> .....	<b>8</b>
1.1. What is covered by these Terms and Conditions? .....	8
1.2. When are you bound by these Terms and Conditions? .....	8
1.3. How do you become bound by the Terms and Conditions? .....	8
1.4. What should you do if you do not understand something in these Terms and Conditions? .....	9
1.5. How do I sign up for an ABK Offering? .....	9
1.6. Can a Retail Corporate sign up for an ABK Offering? .....	9
1.7. What if I have difficulty in reading or writing? .....	10
1.8. Are these Terms and Conditions the only terms and conditions, which apply, to you? .....	10
1.9. Can ABK restrict availability of an access to ABK Offerings? .....	10
<b>2. Customer Communications</b> .....	<b>12</b>
2.2 Do any special conditions apply to Customer Communication to ABK electronically or telephone? .....	12
2.3 Are there any other reasons for which ABK can delay or refuse to process Customer Communication? .....	13
2.4 What is your liability in relation to Customer Communications? .....	13
<b>3. Bank Communications</b> .....	<b>14</b>
3.1. How will ABK communicate with you? .....	14
3.2. What happens if Bank Communications are lost or not received by you? .....	15
<b>4. Communication by Telephone, Mobile, Fax and Internet</b> .....	<b>15</b>
What risks do you need to be aware of when sending or receiving communication by telephone, mobile, fax or internet? .....	15
<b>5. Changes to these Terms and Conditions</b> .....	<b>16</b>
Does ABK have a right to vary these Terms and Conditions? .....	16
<b>6. Security Measures</b> .....	<b>16</b>
6.1. Should you take any security measures in relations to your use of ABK Offerings? .....	16
6.2. What if your Security Information has been lost, stolen or disclosed to a third party? .....	17
<b>7. Records</b> .....	<b>18</b>
7.1 What records does ABK keep and how are they used? .....	18
<b>8. Your Information</b> .....	<b>18</b>
8.1. What are your obligations to provide information? .....	18
8.2. What are your obligations in respect of any information and documentation that you provide ABK? .....	19

8.3. How will information relating to you be processed by ABK? .....	20
8.4. To whom will ABK disclose information relating to you? .....	20
9. Sanctions and Regulatory Requirements .....	21
9.1 What obligations do you have in relation to sanctions and regulatory requirements? .....	21
10. Charges and Other Amounts Payable to ABK and Application of VAT .....	22
10.1. What are ABK's Charges? .....	22
10.2. Are you liable for VAT? .....	22
11. Delegation of Authority to Operate an Account .....	23
11.1 Can you delegate operation of your Account to someone else? .....	23
12. Statement of Account .....	24
12.1. Will ABK issue any statements for your Account? .....	24
12.2. What do you need to do if you have received an E-Statement but cannot access it? .....	24
12.3. What happens if you do not receive your Statement of Account? .....	24
12.4. What do you need to do if you have received a Statement of Account but you do not think the information on the statement is correct? .....	24
13. Suspension, freezing, blocking, putting on hold and closure of an Account, termination rights and other remedies Suspension, Freezing, Blocking or Putting on hold.....	25
13.1 Under what circumstances can ABK suspend, freeze, block or put a hold on your Account? ....	25
13.2 Closure 13.2.1How to close your Account? .....	26
13.3 Inactive .....	27
13.3.1 Can your Account be treated as inactive?.....	27
13.4 General Card Terms.....	27
13.4.1 Whose property is the Card? .....	27
13.4.2 Who is responsible for the Card? .....	27
13.4.3 Can you have more than one Card for your Card Account? .....	28
13.4.4 How do you use your Card? .....	28
13.4.6 What can ABK use as evidence of your Card Transactions? .....	29
13.4.7 Are there any spending or withdrawal limits? .....	29
13.4.8 Can ABK decline your Card Transaction? .....	30
13.4.9 Are there any charges for using your Card? .....	31
13.4.10 What should I do if my card is lost, stolen or damaged?.....	31
13.4.11 What should I do if I have entered my PIN incorrectly 3 times and above? .....	31
13.4.12 What should I do if I suspect suspicious of fraudulent activity on my card?.....	31
13.4.13 Is there a time frame to report suspicious or fraudulent activity? .....	31

13.5 Termination rights and other remedies .....	31
13.5.1 When can ABK terminate its relationship with you?.....	31
13.5.2 When can ABK terminate its relationship with you?.....	32
13.6. Unforeseen circumstances.....	32
13.7. Survival of Terms and Conditions .....	32
13.7.1 What happens when your use of an ABK Offering is cancelled expires or is terminated? .....	32
14. Language.....	32
14.1 What happens if there is an inconsistency between Arabic and English texts of these Terms and Conditions?.....	32
15. No Waiver .....	32
15.1 What if ABK doesn't exercise a right or remedy against you, or delays doing so?.....	32
16. Governing Law and Jurisdiction.....	33
16.1 Which laws govern the relationship between you and ABK .....	33
PRODUCT SPECIFIC TERMS AND CONDITIONS .....	34
1. Current Accounts.....	34
1.1. What are the features or restrictions on your Current Account? .....	34
2. Savings Accounts .....	34
2.1 What are the features or restrictions on your Savings Account?.....	34
2.2 Can you make withdrawals from a Savings Account? .....	35
3. Fixed Term Deposit Accounts .....	35
3.1 What are the features or restrictions of your Fixed Term Deposit Account?.....	35
3.2 How interest is calculated Fixed Term Deposit Account?.....	35
3.3 Can you make partial withdrawals from a Fixed Term Deposit Account?.....	36
3.4 What happens if you withdraw a Fixed Term Deposit before the end of the agreed term? .....	36
3.5 What happens on the expiry of the agreed term of a Fixed Term Deposit?.....	36
Using Your Account .....	37
4. Making deposits into an Account .....	37
4.1 How do you make deposits into your Account? .....	37
4.2 Can you assign or charge by way of Security the amounts deposited into your Account?.....	37
5. Making withdrawals from an Account .....	38
5.1 How do you make a withdrawal from your Account? .....	38
5.2 Can you make withdrawals from your Account in foreign currencies? .....	38
6. Transferring funds from an Account.....	38

6.1	What if the payee is in another country? .....	39
6.2.	What restrictions should you be aware of when making a Funds Transfer?.....	39
6.2	What if your Funds Transfer is rejected by the payee bank? .....	41
6.4	Can ABK attempt to execute Funds Transfer after the transfer date or expiry date of your standing order? .....	41
7.	<b>Cheques</b> .....	41
7.1	How can you obtain a cheque book? .....	41
7.2	When is a cheque deposited with ABK credited to your Account? .....	41
7.3	In what circumstances can ABK refuse to honor a cheque written by you and what is your Liability for ABK honoring a cheque? .....	42
7.4	In what circumstances can ABK refuse to accept a cheque to be credited to your Account? .....	43
7.6	What if your cheques become lost or the subject of fraudulent activity?.....	43
	<b>Services</b> .....	44
8.	<b>Debit Cards</b> .....	44
8.1	When and how do the Debit Card Terms apply to you?.....	44
9.	<b>Safe Deposit Lockers</b> .....	44
9.1	How can you rent a Safe Deposit Locker? .....	44
9.2	How long can you rent the Safe Deposit Locker for? .....	44
9.3	What do you need to pay to rent the Safe Deposit Locker?.....	44
9.4	How can you access the Safe Deposit Locker? .....	45
9.5	Can you grant access to the Safe Deposit Locker to other people? .....	45
9.6	Can ABK move the Safe Deposit Locker?.....	45
9.7	Are there any restrictions regarding the contents of the Safe Deposit Locker?.....	45
9.8	What is the extent of ABK’s responsibility for the contents of the Safe Deposit Locker .....	46
9.9	How can the Safe Deposit Locker rental be terminated? .....	46
9.10	What happens upon termination of the Safe Deposit Locker rental? .....	47
9.11	What happens if you fail to return all items provided to you by ABK to access the Safe Deposit Locker on termination of the rental? .....	47
9.12	What happens if you fail to remove the contents of the Safe Deposit Locker on termination of the rental? .....	47
9.13	What happens if you die or lose your mental capacity during the term of the rental of the Safe Deposit Locker? .....	48
	<b>ELECTRONIC BANKING</b> .....	49
1.	<b>Electronic Banking</b> .....	49

1.1	How do the Electronic Banking Terms apply to you?	49
1.2	What services are available via Electronic Banking?	49
1.3	What if you enter incorrect Security Information?	49
1.4	Are there any Charges in connection with Electronic Banking?	50
1.5	How are Electronic Instructions processed by ABK?	50
1.6	Who is responsible for the equipment and software required to use Electronic Banking?	50
1.7	What is ABK not liable for in relation to Electronic Banking?	50
1.8	Can your access to Electronic Banking be suspended or terminated?	51
2.	<b>Mobile Banking</b>	52
2.1	How can you use Mobile Banking?	52
2.2	How do you apply for Mobile Banking?	52
2.3	What are the conditions of usage of the MobileApp?	52
2.4	Can you rely on the accuracy, consistency and security of the MobileApp?	52
2.5	What security measures should you take in relation to Mobile Banking?	53
2.6	What is ABK not liable for in relation to Mobile Banking?	53
2.7	Can your access to Mobile Banking be suspended or terminated?	53
2.8	When are Funds Transfers effected via Mobile Banking processed?	53
3.	<b>Internet Banking</b>	54
3.1	How can you use Internet Banking?	54
3.2	How do you apply for Internet Banking?	54
3.3	Can you rely on the accuracy, consistency and security of the Website?	54
3.4	What security measures should you take in relation to Internet Banking?	55
3.5	What other restrictions apply in relation to your use of Internet Banking?	55
3.6	When are Funds Transfers effected via Internet Banking processed?	55
	<b>MORTGAGE LOANS</b>	56
1.	<b>Mortgage Loans</b>	56
1.1	What is a Mortgage Loan?	56
1.2	What do you need to provide to ABK to receive the Mortgage Loan amount?	56
1.3	How and when will you receive the Mortgage Loan amount?	56
1.4	Can ABK withdraw its commitment to make the Mortgage Loan available to you?	57
1.5	What are your obligations in relation to any Security in relation to the Property?	57
1.6	What are your responsibilities in relation to the Mortgage Loan?	58
1.7	What are your insurance obligations under the Mortgage Loan?	61

<b>1.8 What are your responsibilities in relation to maintenance of the Property?.....</b>	<b>61</b>
<b>1.9 What if you take out a Mortgage Loan jointly with others? .....</b>	<b>62</b>
<b>1.10 How are you charged interest under the Mortgage Loan?.....</b>	<b>62</b>
<b>1.11 What happens if the Property is sold before you repay the Mortgage Loan? .....</b>	<b>63</b>
<b>1.12 Can ABK terminate the Mortgage Loan? .....</b>	<b>63</b>
<b>1.13 What happens if ABK terminates the Mortgage Loan? .....</b>	<b>64</b>
<b>Glossary .....</b>	<b>65</b>

## **1. General Terms**

### **1.1. What is covered by these Terms and Conditions?**

- These Terms and conditions govern your entire retail banking relationship and interaction with ABK and will continue to apply throughout your retail banking relationship with ABK.
- Certain parts of the Terms and Conditions contains terms governing the use of a particular ABK Offering and will apply to you as and when you use it.
- It is important that you understand these Terms and Conditions in their entirety before accepting them in accordance with clause 1.3 below. Upon your acceptance, the Terms and Conditions will create a legally binding agreement between you and ABK.

### **1.2. When are you bound by these Terms and Conditions?**

These Terms and Conditions apply from the date printed on page 1. Even if you have applied for any ABK Offering before that date, these Terms and Conditions will apply to you from that date. These Terms and Conditions will replace and supersede any past terms and conditions in respect of your retail banking relationship and conditions in respect of your relationship and interaction with ABK to which you have agreed.

### **1.3. How do you become bound by the Terms and Conditions?**

- By taking any steps prescribed by ABK from time to time, which amount to acceptance (including completion of any Form, use of any ABK Offering and/or effecting and Account Transactions), you confirm that you have read, understood, accept and agree to be bound by these Terms and Conditions as well as any Specific Features.
- You agree that any electronic or other method of acceptance of these Terms and Conditions prescribed by ABK from time to time will constitute your acceptance and agreement to be bound by these Terms and Conditions and any Specific Features as if you had accepted and agreed to be bound by them in writing.
- These Terms and Conditions will be binding on your heirs, successors and assigns in relation to any respect of your retail banking relationship and interaction with ABK.

#### **1.4. What should you do if you do not understand something in these Terms and Conditions?**

- If something in these Terms and Conditions is not clear, you should look at the “Glossary” at the end of these Terms and Conditions. For example, if you see a word starting in capital letters, then you should check the meaning in the “Glossary”
- If you have, any questions on these Terms and Conditions or on any ABK Offering you may contact ABK, on the contact details specified on the website.

#### **1.5. How do I sign up for an ABK Offering?**

- You can sign up for an ABK Offering by completing a Form. If applicable, you may also be required to take additional actions prescribed by ABK from time to time. For example, if you wish to open a particular type of Account, you may also be required to make a minimum initial deposit.
- For each ABK Offering (including without limitation, Joint Accounts and Accounts opened for a minor), you must follow the ABK Policies for that particular ABK Offering.

#### **1.6. Can a Retail Corporate sign up for an ABK Offering?**

- Not all ABK Offerings are available to Retail Corporate Customers. ABK, may at its sole discretion, make certain ABK Offerings available to certain types of Retail Corporate Customers. Please consult you ABK relationship Manager to determine whether and ABK Offering may be made available to Retail Corporate Customers.

### **1.7. What if I have difficulty in reading or writing?**

- If you have difficulty in reading, writing or understanding our documentation, you must notify ABK before applying for an ABK Offering or engaging in any other transactions with ABK. For your protection, you may be required to take additional steps when you transact with ABK.
- For example, if you are illiterate, in addition to any other special conditions, and/or restrictions imposed by ABK from time to time, the following will apply:
  - (a) You must provide copies of a recent photograph of yourself attached to the form in which your thumb-print and/or specimen signature appears in order to facilitate identification;
  - (b) Cheques of a debit Card will not be issued to you;
  - (c) Withdrawals will only be allowed on your personal application and identification at an ABK Branch;
  - (d) All of your transactions with ABK will need to be carried out in the presence of at least two ABK employees and countersigned by and offer of ABK;
  - (e) Withdrawals by a third party will not be honored even if the Available Balance covers the amount of withdrawal, unless the third party presents to ABK's satisfaction, a power of attorney granted to such party in a form acceptable to ABK.

### **1.8. Are these Terms and Conditions the only terms and conditions, which apply, to you?**

In addition to these Terms and Conditions, an ABK Offering may be also subject to supplemental terms and conditions relating to the ABK Offering (such as Specific Features). Such supplemental terms and conditions may be issued by ABK. By applying for and/or using an ABK Offering, you will be deemed to have read, understood, accepted and agreed to be bound by any supplemental terms and conditions (including Specific Features) applicable to the ABK Offering. Reference to "Terms and Conditions" contained herein will, where applicable, be deemed to include any Specific features and any supplemental terms and conditions.

### **1.9. Can ABK restrict availability of an access to ABK Offerings?**

Whilst ABK will use reasonable efforts to ensure the availability of and access to ABK Offerings including Electronic Banking, ABK Branches and any other service Offering provided by or through ABL (the Products and Services"), in accordance with these Terms and Conditions, availability and access to one or more of the Products and Services may be delayed, restricted or limited from time to time, without the need for further consent or approval from you or notification to you, in order for ABK to carry out any planned or unplanned and regular or one-off upgrades,

maintenance or repairs of ABK premises, banking systems or Website or which may occur as a result of a delay or disruption to any service or systems used by ABK in providing or processing the Products of Services (a “Service Disruption”). To the fullest extent permitted under Applicable Laws, ABK shall not be responsible for, and you shall indemnify and hold harmless ABK from and against any Liability arising directly or indirectly out of any Service Disruption.

## 2. Customer Communications

### 2.1. How will you communicate with ABK?

- ABK may, from time to time and in its sole discretion, require you to send Customer Communications in a specific form or by a specific method, depending on your profile as a Customer or the ABK Offering to which the Customer Communication relates, or for any other reason that ABK considers appropriate.
- Except as otherwise specified by ABK from time to time and depending on the nature of the content of such communication, Customer Communications may be sent to ABK:
  - (a) in writing, or by fax (subject to indemnities);
  - (b) by electronic communication
- In the case of a Customer Communication which is formal communication (such as a demand or notice required to be given under these Terms and Conditions), this must be delivered by hand at an ABK branch or sent by registered post to your home branch.
- All customer communication will only be deemed to be validly given or served by you when received by ABK
- In respect of any customer Communications that are required to be made by you, in writing, ABK will only act upon such customer Communications where you or your Nominee as per the specimen signature in the Records duly sign them.
- ABK will treat as genuine and process any Customer Communication that ABK believes in good faith to have been issued by you (or your Nominee) and ABK will not be obliged to confirm or verify the authenticity of the Customer Communication.

### 2.2 Do any special conditions apply to Customer Communication to ABK electronically or telephone?

- ABK may, in its sole discretion, refuse to act upon Customer Communications received from you by email, fax, secure messaging or Electronic Instruction, until it has received the original written Customer Communication duly signed by you (or your Nominee) as per the specimen signature in the Records. ABK may also require you to provide originals of all applications and other documents that are, in the sole opinion of ABK, required necessary for the transactions that are to be initiated by such Customer Communications. If this is required:
  - (a) such documents must be delivered to ABK immediately before the execution of such transactions in such a form as ABK may require; and

- (b) failure to deliver such original Customer Communication will not affect your responsibility in connection with such communications or transactions, but may entitle ABK to cancel, void or not acknowledge receipt or act on the communication and not initiate the transaction.
- ABK may in its sole discretion contact you at your Address (including by way of phone or recorded channel) at any time to verify the authenticity of any Customers Communication purported to be provided by you. You acknowledge and agree that if ABK attempts to contact you but is unable to confirm and/or verify the authenticity of you Customer Communication, ABK may, in its sole discretion, elect not to process it.

### **2.3 Are there any other reasons for which ABK can delay or refuse to process Customer Communication?**

ABK may delay or refuse to process any Customer Communications:

- (a) if ABK believes that they are not accurate or authentic;
  - (b) if ABK could or would be in breach or contravention of any Applicable Law, its own policies or other duty processed by them;
  - (c) if a transaction executed based on your Customer Communication would breach any restrictions introduced or imposed by ABK from time to time (such as any applicable maximum or minimum daily limits);
  - (d) if ABK suspects a breach of security or fraudulent activity; and/or
- for any other valid reason

### **2.4 What is your liability in relation to Customer Communications?**

- In addition to your liability under other provisions of these Terms and Conditions, you will indemnify and hold harmless ABK from any liability arising from:
  - (a) ABK acting upon or refraining from acting upon any Customer Communication, or any delay in executing any Customer Communication;
  - (b) any use or misuse of any Customer Communication
  - (c) the accuracy of your instruction set out in any Customer Communication;
  - (d) any failure, delay or other shortcoming of any third party in relations to acting on any Customer Communication; and
  - (e) your (or your Nominee's) negligence, willful misconduct or fraudulent activity.

### 3. Bank Communications

#### 3.1. How will ABK communicate with you?

- Unless you have expressly requested to receive Bank Communications to your Address by mails, and provided that ABK has expressly consented to such request, ABK may send Bank Communications with respect to any ABK Offerings and/or these Terms and Conditions through any methods of electronic communication including fax, email, SMS, telephone, secure messaging, via the MobileApp or Internet Banking (including by way of posting notices on the Website)

Unless ABK expressly agrees otherwise, any Bank Communications is deemed to be validly given:

- (a) where it has been sent by post to your Address, on the second Business Day after the day of posting;
  - (b) where it has been sent by courier to your Address, on the day upon which the courier company confirms delivery;
  - (c) where posted on the Website, on the day upon which such posting comes online; and/or
  - (d) where it is sent by SMS, telephone, secure messaging, MobileApp, fax or email to your Address, on the day of sending.
- In the event that a Bank Communication is delivered by, or on behalf of ABK to you that requires you to sign for or otherwise confirm/accept delivery thereof (for example, a card or cheques book), you undertake to follow the acceptance instructions provided by the deliverer of the Bank Communication (for example, signing and acceptance form and providing proof of identification). You acknowledge and agree that any electronic or digital signature (or other form of confirmation/acceptance) (“Digital Confirmation”) provided by you will (i) be as valid as if it had been provided in writing, and (ii) constitute acceptance for the purpose of these Terms and Conditions. In addition, you hereby consent the deliverer of Bank Communication passing such Digital Confirmation to ABK.
  - ABK may, from time to time, send your Bank Communications relating to the promotion of ABK Offering (whether existing or new). You hereby consent to ABK sending such communications to you.

### **3.2. What happens if Bank Communications are lost or not received by you?**

- ABK will not be responsible for any liability arising from circumstances outside ABK's control in connection with the delivery or non-receipt of Bank Communications, including where any non-receipt of Bank Communications is due to your failure to update ABK with your Address in accordance with Clause 8.2 of this part.
- If you suspect that any Bank Communications have been lost, stolen or you suspect that someone other than you has tried to use them, you must immediately contact ABK.
- You will indemnify and hold harmless ABK from any liability incurred prior to your notification of any loss, theft, or misuse of Bank Communications.
- ABK may, in its sole discretion, re-issue any lost or non-received Bank Communications to you if you pay ABK upon its request for cost of such re-issuance.
- If subsequently found, you must return any Bank Communications previously believed to be lost to ABK for cancellation.

### **4. Communication by Telephone, Mobile, Fax and Internet**

#### **What risks do you need to be aware of when sending or receiving communication by telephone, mobile, fax or internet?**

- While ABK will take all reasonable practicable steps to ensure that your transactions are secure and all communications between you and ABK are private and confidential, you acknowledge and agree that giving Customer Communications and Bank Communications by telephone, mobile, fax or internet (whether via Internet Banking, Mobile Banking, secure messaging, email or otherwise) is not completely reliable, secure and confidential means of communication.
- If you choose to communicate and/or receive communications through such means, it is entirely at your own risk. Accordingly, ABK will not be responsible for any Liability arising from:
  - (a) generating, delivering, managing and/or receiving any Customer Communication or Bank Communication conveyed by telephone, mobile, fax or internet;
  - (b) errors or delays in transmission of any Customer communication or Bank Communication or any unauthorized alteration, usage or manipulation of the information contained in them or otherwise caused as a result of their delivery;
  - (c) viruses arising from any electronic or other communications; and/or

- (d) any unauthorized access by, or disclosure of Confidential Information to, third parties as a result of the receipt or delivery of data via the means described in the Clause 4.

## 5. Changes to these Terms and Conditions

### Does ABK have a right to vary these Terms and Conditions?

- To the extent permitted by Applicable Laws, ABK may change, replace, supplement or delete any of these Terms and Conditions (including but not limited to changes to its interest rates (including any Prevailing Rate), Charges, and any features of ABK Offerings), and Specific features and any product-specific terms and conditions in its sole discretion and at any time. If there are any changes to these Terms and Conditions or to any Specific Features, ABK will give you notice of such changes through:
  - (a) e-mail
  - (b) SMS, the MobileApp, secure messaging or Internet Banking; and/or
  - (c) Any other means of communication as deemed appropriate by ABK.
- Retention or use of any ABK Offering after the effective date of such changes shall be deemed to constitute your acceptance of such changes without reservation.
- If you object to the changes to these terms and Conditions or any Specific Features, ABK will have the right to terminate its relationship.

## 6. Security Measures

### 6.1. Should you take any security measures in relations to your use of ABK Offerings?

- Except as otherwise set out in these Terms and Conditions, all Confidential Information is confidential between you and ABK. If you choose to disclose any Confidential Information to any third party, you do so at your sole risk and responsibility.
- You must ensure that no unauthorized party will have access to your Cards, cheques books, confidential information and/or any other items or information relating to your relationship with ABK and that ABK requires you to keep confidential and secure. You must take all necessary care to prevent any unauthorized access to such information or items. This includes, but is not limited to , the following:
  - (a) not responding to any request asking for Security Information, even if such request appears to have been made by ABK;

- (b) not selecting a Password that is easy to guess. In particular, you should not choose a Password the contains or represents your date of birth, part of your name or any of your personal details (such as your telephone number) that are accessible to third parties;
  - (c) regularly changing your password
  - (d) regularly scanning your computer and/or Mobile Device for Viruses;
  - (e) keeping your computer and Mobile Device software up-to-date;
  - (f) keeping your computer ABK/or Mobile Device safe and secure;
  - (g) not leaving your computer, Mobile Device or Cards unattended;
  - (h) not recording your Security Information in a legible way or storing it all together or on any software that saves it automatically;
  - (i) or using secure websites to effect online Card transactions; and/or
  - (j) complying with any security requirements introduced by ABK from time to time.
- There may also be additional security obligations in respect of specific ABK Offerings. Please refer to the terms specific to such ABK Offering for further details.

## **6.2. What if your Security Information has been lost, stolen or disclosed to a third party?**

- If you become aware or suspect that any part of your Security Information has been lost, stolen or disclosed to a third party (for example, if your computers, and/or Mobile device is lost or stolen), or you become aware of any unauthorized access to your ABK Offerings, you must immediately contact ABK and follow and instructions given to you by ABK. Such instructions may include requiring you to:
  - (a) change your security Information;
  - (b) close your Account and open a new one; and/or
  - (c) take any other actions that ABK may require.

## 7. Records

### 7.1 What records does ABK keep and how are they used?

- ABK may, throughout your retail banking relationship with ABK and as ABK deems fit, retain and maintain the Records or by such other method of storage as may be convenient to ABK. You agree that printouts or copies of all such Records are legal instruments and will constitute conclusive evidence of the genuineness of the content thereof.
- You agree that ABK may record communication by telephone or any other mean between:
  - (a) You (including your representatives); and
  - (b) ABK employees and representatives.
- The Records will be conclusive and binding evidence of any communication and transaction between you and ABK (including where any service is provided by ABK in conjunction with a third party) and including but not limited to those effected by instructions given verbally, in writing or electronically. As such, any Records held by ABK will be final and conclusive evidence of the genuineness of the contents thereof, subject to any right granted to you under these Terms and conditions to dispute the accuracy of such Records.
- You waive any right, which may entitle you to apply for the auditing or production of the Records, other than to comply with an order of a court or other relevant authority with jurisdiction over ABK.
- ABK will take reasonable care to maintain records. However, you acknowledge and agree that the Records are maintained solely for the benefit of ABK, and that you have no rights, proprietary or otherwise in relation to the Records. ABK will not be responsible for any Liability arising out of any loss, damage, corruption or destruction of the Records.
- In the event that ABK declines an application by you for an ABK Offering, you acknowledge and agree that the application and its supporting documents will become part of the Records and will not be returned to you.

## 8. Your Information

### 8.1. What are your obligations to provide information?

- When requested, you must promptly provide ABK with all information and documents, including tax information or self-certifications, which ABK require for any purpose including in connection with the relationship between you and ABK or in connections with any Tax Obligations. This information may include (but not limited to) your Account Information, transaction information,

signature, name, and any further information, documents or certifications about your identity, tax residence, nationality or source of any funds deposited with ABK, that ABK may request from time to time.

- If you are a Retail Corporate Customer, you must provide ABK with the information and/or documentation that it required to establish the identities of your ultimate beneficial owner(s), their respective tax ID numbers, date/place of birth, residence and/or citizenship and the relevant clarification and/or status and the source of funds and wealth for each of your beneficial owners and/or subsidiaries (as applicable, including Establishment Documents).
- You confirm and agree (notwithstanding any other provision in these Terms and Conditions) if you do not provide ABK with information and documentation that ABK requests, or you provide inaccurate, incomplete or misleading information and/or documentation, ABK may:
  - (a) suspend, freeze or block your account in accordance with Clause 13.1 of this part;
  - (b) close your Account in accordance with clause 13.2 of this part.

## **8.2. What are your obligations in respect of any information and documentation that you provide ABK?**

- You warrant, represent and undertake to ABK that any information, specimen signature and/or documentation that you provide ABK will be complete, true and accurate. You authorize and agree to ABK's verification of any such information whatever sources it considers appropriate.
- You must notify ABK promptly and keep it updated of any change in your employment, business, Address, nationality, residence status(including tax residence) or any other information, specimen signature and/or documentation that you have provided to ABK from time to time.
- If you are a Retail corporate Customer, you must advise ABK immediately of any changes in the Establishment Documents and any other relevant information, and furnish ABK with any updated information. Upon update or renewal of any Establishment Documents, you must promptly provide ABK with up to date copies thereof, as well as any information and/or documentation affected by such update (such as, but not limited to, any authority granted to a Nominee)

- You will indemnify and hold ABK harmless from any Liability arising out of any failure by you to provide ABK with any information or documents that it requests, as well as for any error, omission, inadequacy or inaccuracy in any information and/or document that you provide to ABK.

### **8.3. How will information relating to you be processed by ABK?**

- You irrevocably agree to consent that ABK may, throughout your retail banking relationship with ABK and as ABK deems fit, process, store, transfer and disclose, without the need for further consent or approval from you or notification to you, information relating to you including but not limited to your specimen signature, your Account Information and/or your use of any ABK Offering, Additional Product and Service (including where applicable, such details in relation to your beneficial owners).

### **8.4. To whom will ABK disclose information relating to you?**

- Pursuant to ABK's rights under Clause 8.3 above. ABK may disclose your information to any of the following:
  - (a) the Central Bank of UAE and Central Bank of Kuwait or any UAE court, tribunal or regulatory, supervisory, tax or other governmental or quasi-governmental authority having jurisdiction over ABK, or any other court, tribunal or authority where ABK seeks to comply on a voluntary basis.
  - (b) any credit reference agencies for example Al Etihad Credit Bureau, as ABK chooses from time to time for the purposes of obtaining or providing credit references and other information.
  - (c) any party that ABK reasonable believes to be acting on your behalf, payment recipients, beneficiaries of your Account, Nominees, intermediaries, correspondent and agent banks, clearing houses, clearing or settlement systems, or upstream withholding agents.
- For the purposes of each or any of the disclosures referred to above, you expressly permit such disclosures and waive, so far as permitted, any right to secrecy that you have under any Applicable Laws and in any other jurisdictions.

- ABK will not be responsible to any Liability in relation to any disclosures made under the circumstances set out in clauses 8.3 and 8.4 of this part, or any similar circumstances.

## 9. Sanctions and Regulatory Requirements

### 9.1 What obligations do you have in relation to sanctions and regulatory requirements?

You undertake to ABK that:

- (a) the monies used to fund your relationship with ABK has not been derived and will not at any time derive, directly or indirectly, from or be related to any illegal activities, including but not limited to money laundering activities, and the proceeds from our relationship with ABK will not be used to finance any illegal activities in any jurisdiction whatsoever;
- (b) you are not (of if you are a Retail Corporate Customer, each of your affiliates is not) subject to any restrictions under any regulations;
- (c) you are not, and will not become:
  - a. located or domiciled in any country that is a Prohibited Country; or
  - b. an entity or person with whom dealing are or may be restricted pursuant to Applicable Laws;
- (d) you are not and will not in any way be:
  - a. connected to a person or entity; or
  - b. engaged, either directly or indirectly, in commercial activity of any kind with any person or entity, that is located or domiciled in a Prohibited Country or involved in money laundering, terrorist financing or manufacturing or trading of armaments or supply of parts/chemical for defense equipment;
- (e) you will not use:
  - a. any ABK Offering;
  - b. any funds deposited with ABK;
  - c. any funds lent, contributed or otherwise made available to you by ABK; or
  - d. any other funds resulting from your relationship with ABK, for any transaction either directly or indirectly, with any person or entity located or domiciled in a Prohibited Country or for any unlawful purposes or for the purpose of financing the activities of, or for the benefit of, any country, state, or other party subject to any restrictions under Applicable Laws.

## 10. Charges and Other Amounts Payable to ABK and Application of VAT

### 10.1. What are ABK's Charges?

You may have to pay Charges for various ABK Offerings provided to you, as published from time to time.

### 10.2. Are you liable for VAT?

- Unless expressly specified or agreed otherwise by ABK, all retail Charges stated as being due and payable from you to ABK, under these Terms and Conditions are exclusive of VAT.
- You will promptly provide ABK with all information it required or requests to comply with its VAT obligations arising from these Terms & Conditions.
- You shall not have any recourse to ABK in any way whatsoever for any error or failure by ABK in relation to VAT, including without limit:
  - (a) Where ABK is subject to a VAT ruling, determination announcement or generally accepted practice in connection with any taxable supplies made under these Terms and Conditions.
  - (b) Where ABK has assumed that it can recover input VAT and (for whatever reason) and this assumption is subsequently held to be incorrect/invalid, and/or
  - (c) Where ABK's treatment in respect of any claim for payment made in respect of any taxable supplies made under these Terms and Conditions is subsequently held to be incorrect or invalid.

## 11. Delegation of Authority to Operate an Account

### 11.1 Can you delegate operation of your Account to someone else?

- You may delegate operation of your account to one or more nominees(s) (each a “Nominee”) by:
  - (a) Providing ABK with a power of attorney granted to such Nominee(s) in a form acceptable to ABK; and
  - (b) Completing any Form prescribed by ABK for that purpose from time to time.
- Your Nominee must provide ABK with any information that requests for identification and verification purposes including a specimen signature.
- Your ability to delegate operations of your Account will be subject to the acceptance by your Nominee to be bound by these Terms and Conditions through completion of the prescribed delegation Form or any other means prescribed by ABK from time to time.
- If you decide to revoke or change the delegation of authority, you must promptly notify ABK. You (and any Nominee) will indemnify and hold harmless ABK from any Liability arising out of or in connection with your delegation of authority, including for any unauthorized transactions on your Account if you fail to give adequate notice that a delegation of authority has been revoked, changed or used inappropriately. Revoking or changing the delegation of authority may also affect other ABK Offerings that ABK provides.
- If you change your specimen signature or that of any Nominee), you shall be responsible for replacing, removing, or destroying all instructions, mandates, cheques, and any other relevant documents bearing your signature (or that of the relevant Nominee). ABK shall not be responsible for, and you (and the relevant Nominee) will identify and hold harmless ABK from any Liability arising out of or in connection with ABK accepting, effecting, or clearing any such transaction, mandates, cheques and/or other relevant documents, which ABK receives after the change of the signature.

## **12. Statement of Account**

### **12.1. Will ABK issue any statements for your Account?**

- Subject to Clause 4.1 of this part, an E-Statement will be sent to your registered e-mail Address at least once a month or more frequently, as prescribed by ABK in its sole discretion. You may also view your E-Statement by accessing Internet Banking.

### **12.2. What do you need to do if you have received an E-Statement but cannot access it?**

- If you are unable to access the E-Statement, sent to your e-mail Address you should attempt to access it through Internet Banking. If you are also unable to access the E-Statement through Internet Banking, you must notify ABK within seven days of receipt of the E-statement; otherwise, you will be deemed to have received and accesses the E-Statement.

### **12.3. What happens if you do not receive your Statement of Account?**

- ABK will be deemed to have delivered your Statement of Account to you upon your receipt of it. If you do not receive your Statement of Account, it is your responsibility to request one from ABK within 30 days from the date on which it would normally have been sent to you.
- If you do not receive your Statement of Account for reason outside ABK's control, ABK will not be held responsible for any consequences whatsoever arising therefrom

### **12.4. What do you need to do if you have received a Statement of Account but you do not think the information on the statement is correct?**

- If you disagree with any entry appearing in the Statement of Account, details should be communicated to ABK within 30 days from the date of the Statement of Account, failing which you will be deemed to have agreed to the correctness of all the entries in the Statement of Account and you will not have the right to dispute any entry. If ABK agrees that there has been an error, ABK will take steps to correct it. ABK may require you to provide further information or documents in order to conduct an investigation.

### **13. Suspension, freezing, blocking, putting on hold and closure of an Account, termination rights and other remedies Suspension, Freezing, Blocking or Putting on hold.**

#### **13.1 Under what circumstances can ABK suspend, freeze, block or put a hold on your Account?**

- While ABK will reasonably endeavor to give you prior notice before doing so (unless prohibited from giving such notice under Applicable Laws), ABK may at any time and in its sole discretion suspend or freeze your Account, block your transactions and/or put a hold on your Account and/or transactions under the following circumstances:
  - (a) if ABK receives written confirmation or other evidence to its satisfaction of:
    1. your or any Joint Account Holder's death or legal disability (or, if you are a Consumer Corporate Customer, confirmation of dissolution) until the relevant court appoints the legal successor;
    2. if so appointed, your Nominee's death or legal disability; or
  - (b) in the case of a minor, the Guardian's death or legal disability;
  - (c) if ABK receives an order from a court or other regulatory authority, having jurisdiction in the UAE, to suspend, freeze, block or put a hold on your Account;
  - (d) if ABK believes that funds in your Account have been obtained through unlawful means or that your Account is being used to effect suspicious transactions. In such a case, ABK may require you to provide any necessary documentation to verify the legality of the transactions in question;
  - (e) if ABK believes that you are no longer a resident of the UAE or that you are likely to permanently leave the UAE;
  - (f) if you do not, upon request, provide ABK with any information or documentation relating to you and/or your Account that ABK is required to maintain in accordance with Applicable Laws and/or ABK's own policies or is otherwise requested by ABK;
  - (g) if your Account is in the process of being closed.

- ABK will not be responsible for any liability arising out of any of your Accounts or transaction (as applicable) being suspended, frozen, blocked or put on hold.
- You will indemnify and hold harmless ABK against any Liability arising out of any of your Account or transactions (as applicable) being suspended, frozen, blocked or put on hold.

### **13.2 Closure 13.2.1 How to close your Account?**

- You may close your Account if you make the request using the relevant form.
- There may be additional steps that you have to make in order to close your account, as required by ABK from time to time, including:
  - (a) Confirming that there are no cheques issued by you will be presented on ABK, after the date of closure;
  - (b) Surrendering the Safe Deposit Locker (if applicable);
  - (c) Returning to ABK all unused cheques and unexpired cards for cancellations; and
  - (d) Repaying anything owed to ABK on your Account before your Account is closed.

### **13.2.2 Do you need to pay any charges when your Account is closed?**

- If your account is closed within a year of its opening, there may be an applicable charge.

### **13.2.3 Can ABK close your Account?**

- ABK may close your Account in certain circumstances, including:
  - (a) If four or more cheques issued by you during a year are returned unpaid by ABK due to insufficient fund;
  - (b) If your Account carries a “zero” balance with no activity for 90 consecutive days or more;
  - (c) If your Account carries a balance of less than the Minimum Balance, with no activity for such a period as prescribed by ABK from time to time;
  - (d) If your account is deactivated as a result of inactivity and remain deactivated for such period as may be prescribed by ABK from time to time;
  - (e) If ABK receives an order from a court or regulatory authority, having jurisdiction in the UAE, requiring it to do so;
  - (f) If you are no longer a resident of the UAE or a Kuwaiti National.
  - (g) If ABK believes, acting reasonably, that you have acted fraudulently or dishonestly

- (h) If you have been convicted with fraud
- (i) If you are in breach of these Terms and Conditions or any other agreement with ABK;
- (j) If you do not, upon request, provide ABK with any information or documentation relating to you and/or your Account that is required to maintain in accordance with Applicable Laws and/or ABK's own policies or as otherwise requested by ABK;
- (k) If you provide ABK with incorrect information's;
- (l) Where ABK considers it necessary to do so, for the prevention of money laundering;
- (m) For prevention of fraud
- (n) Where ABK has suspended, frozen, blocked or put on hold on your Account.
- (o) If there are any other valid reasons why ABK believes it necessary to do so.

### **13.3 Inactive**

#### **13.3.1 Can your Account be treated as inactive?**

- ABK may de-activate your Account and take such appropriate action as deemed necessary to safeguard the funds held in it if:
  - (a) You have not initiated any transactions through your Accounts for such a period as may be prescribed by ABK from time to time;
  - (b) ABK is not aware of your most up-to-date Address.
- While your Account is inactive, ABK will have the right to deal with any amounts contained in your Account in any way permitted under Applicable Laws and these Terms and Conditions.

### **13.4 General Card Terms**

- This Clause applies to any Cards that you hold and must be read together with the other applicable parts of these Terms and Conditions that apply to the specific type of Card.

#### **13.4.1 Whose property is the Card?**

- Your Card is, and will at all times remain, the property of ABK and must be surrendered to ABK immediately upon request by ABK.

#### **13.4.2 Who is responsible for the Card?**

- Your Card is, your responsibility and you are responsible for its use as well as the use of the PIN. You (the cardholder) will be responsible and liable for any consequences, should there be any loss, theft, misuse and damage of the card.

### 13.4.3 Can you have more than one Card for your Card Account?

- No supplementary card can be issued by ABK.

### 13.4.4 How do you use your Card?

- Upon receipt of your Card, you must immediately follow any instructions provided by ABK with regard to the activation and use of your Card. For example these may involve setting up a PIN for use at a Self Service Terminal that will accept your Card. You will not be able to use your Card until you complete the required procedures. A Card has a Chip feature in addition to a magnetic strip. The Chip may be accepted by certain Terminals and where a Terminal do not accept the Chip, you may be able to effect Card Transactions by using the magnetic strip or Contactless Technology feature instead.
- In order to effect a Card Transaction and depending on the particulars of the transaction, you may be required to do any one or more of the following:
  - (A) enter a PIN when prompted;
  - (B) physically sign for a Card Transaction;
  - (C) use a Contactless Technology feature; and/or
  - (D) any other actions required by ABK from time to time.
- As a Cardholder, you must ensure that your contact details are always up to date with ABK. Any Card Transaction made after the Cut-off Time is treated as a next Business Day value transaction. ABK may, from time to time, set or change the Cut-off Time, in its sole discretion and without notice or responsibility for any Liability on its part.
- As part of its authorisation and fraud prevention procedures, ABK may also refer an authorisation request back to the Merchant and request further details or identification from you or the Cardholder. ABK may in its sole discretion contact you (including on a recorded line) to verify a Card Transaction. Repeated failure to input the correct PIN or OTP may result in your Card becoming blocked or in the imposition of other restrictions on its use, as prescribed by ABK from time to time. ABK reserves the right in its sole discretion to replace or cancel your Card or to replace, reset or cancel your PIN or any other security or authentication features with respect to your Card.
- **13.4.5 How can you use your Card's Contactless Technology feature?** Your Card may have a Contactless Technology feature. Subject to certain restrictions and limits, this allows you to enter into Card Transactions, with selected Merchants, without the requirement to enter your PIN,

except where required for security reasons. Card Transactions effected via a Contactless Technology feature will be subject to any applicable maximum value per transaction (currently AED 100), any maximum number of transactions per day and any maximum cumulative value of transactions per day. These limits are subject to change by ABK (in its sole discretion) and may also vary from Merchant to Merchant and from country to country, and may also vary depending on the type/category of Card. Such limits may not be within ABK's control, and ABK shall not be responsible for any Liability arising out of such limits (or changes thereto) or the inability to effect a Card Transaction via the Contactless Technology feature due to such limits (or changes thereto).

- Please contact ABK, for further information on these limits and restrictions. If a Card Transaction would lead you to exceed any of the limits referred to above, you may be required to enter your PIN.

#### **13.4.6 What can ABK use as evidence of your Card Transactions?**

- ABK may treat the following as evidence of a properly effected Card Transaction:
  - (A) any transaction record, credit voucher, cash disbursement slip or other charge record;
  - (B) the Records of your Card Transactions including, but not limited to, any Records in any medium related to transactions effected via the internet, Electronic Banking; and/or
  - C) any other evidence which ABK, in its sole discretion, is willing to accept from time to time including, but not limited to, records of a Merchant.

#### **13.4.7 Are there any spending or withdrawal limits?**

- Your Card may be used for Card Transactions:
  - (A) up to the Card Limit; and
  - (B) within the validity period of the Card.
- You must ensure that you do not exceed the Card Limit of your Card Account. You must also not allow any Card Charges to cause you to exceed the Card Limit. If any Card Transaction would lead you to exceed the Card Limit of your Card Account, ABK reserves the right, in its sole discretion, to decline that Card Transaction. If you wish to make withdrawals from your Card Account by way of a Cash withdrawal, such withdrawals (whether in AED or a foreign currency) will be subject to any applicable limits on the size of the withdrawals (whether on an individual withdrawal basis or on a daily basis) as well as the number of withdrawals per day, as permitted by ABK from time to time in its sole discretion. If you use your Card to make withdrawals at any ATM (whether in the UAE or abroad), each withdrawal will be subject to the applicable individual and/or daily

withdrawal limit of such ATM and any individual and/or daily withdrawal limits that ABK may have specified for your Card Account. The limits on withdrawals are subject to change by ABK (in its sole discretion) and may also vary between ABK ATMs and non-ABK ATMs and from country to country. Such limits may not be within ABK's control, and ABK shall be not responsible for any Liability arising out of such limits (or changes thereto) or the inability to effect a withdrawal from your Card Account due to such limits (or changes thereto).

#### **13.4.8 Can ABK decline your Card Transaction?**

- Even if your Card Limit has not been reached, ABK will be entitled, at any time, without giving notice or reason and without responsibility for any Liability on its part, to withdraw and/or restrict your right to use your Card or to decline any Card Transaction.
- This may occur in any of the following circumstances:
  - (A) the Card Transaction would cause a breach of these Terms and Conditions;
  - (B) any information that you have given to ABK is suspected or turns out to be untrue or incorrect;
  - (C) you do not provide ABK with any information that it requests from time to time under these Terms and Conditions;
  - (D) any of your Accounts or transactions (as applicable) are suspended, frozen, blocked or put on hold;
  - (E) your UAE residence visa expires or is cancelled;
  - (F) ABK believes that there is a risk that you may not be able to meet your obligations to it (such as but not limited to bankruptcy or similar proceedings being commenced against you);
  - (G) ABK has reasonable grounds to suspect that you or any third party has committed or is about to commit a crime or other violation of any Applicable Laws in connection with the use of your Card and/ or Card Account;
  - (H) ABK suspects fraud or misuse of your Card (you may be asked for further information, including verification of your identity, when we are asked to authorise a transaction);
  - (I) ABK receives adverse information about your credit-worthiness from a credit reference agency;
  - (J) you do not use your PIN when you use your Card at a Terminal which requires you to use a PIN;
  - (K) the Card Transaction would cause you to exceed your Card Limit;
  - (L) you have not provided ABK with any requested documents or information; and/or
  - (M) for any other valid reason.

#### **13.4.9 Are there any charges for using your Card?**

- Card Charges will apply to your use of a Card from time to time. ABK is authorised to debit Card Charges from your Account and charge Card Charges to your Credit Card Account.

#### **13.4.10 What should I do if my card is lost, stolen or damaged?**

- If your card is lost, damaged or stolen, you should immediately inform ABK, by visiting the nearest ABK branch or by contacting Ahlan Ahli on 1899899 or +965 22442211 for International calls.

#### **13.4.11 What should I do if I have entered my PIN incorrectly 3 times and above?**

- In case of entering an incorrect PIN 3 times and above, the card will be locked and will require a PIN reset request in order to unlock it. You can request a PIN reset by either contacting Ahlan Ahli on 1899899 or +965 22442211 for International calls or by visiting your nearest branch. The Call Centre can only reset the pin once every 1 month as policy.

#### **13.4.12 What should I do if I suspect suspicious of fraudulent activity on my card?**

- If you suspect or have identified a fraud on your card, please contact Ahlan Ahli on 1899899 or +965 22442211 for International calls, and our Call Centre agents will assist in stopping the card.

#### **13.4.13 Is there a time frame to report suspicious or fraudulent activity?**

- Any suspicious or fraudulent activity on your card must be reported immediately or within 24 hours, of the time of suspicious activity.

### **13.5 Termination rights and other remedies**

#### **13.5.1 When can ABK terminate its relationship with you?**

- In addition to any other termination rights that ABK may have under these Terms & Conditions, ABK will have the right to terminate its relationship with you if you breach any of your obligations in respect of any ABK Offering, these Terms and Conditions and/or any ABK policies. ABK shall not be responsible for any Liability arising out of the terminations of its relationship with you, and you will indemnify ABK from any liability arising out of such termination.

### **13.5.2 When can ABK terminate its relationship with you?**

- In the event of termination of any ABK Offering or breach by you of these Terms and Conditions, ABK will, subject to Applicable Laws, have the right to exercise any of its termination and/or enforcements rights and seek all remedies to it under these Terms and Conditions.

## **13.6. Unforeseen circumstances**

### **Will ABK be responsible for any liability arising out of circumstances outside of its control?**

- ABK will not be responsible for any Liability arising out of any Unforeseen Circumstances or any other circumstances reasonably outside the control of ABK.

## **13.7. Survival of Terms and Conditions**

### **13.7.1 What happens when your use of an ABK Offering is cancelled expires or is terminated?**

- Unless otherwise expressly agreed by ABK, the cancellation, expiry or termination of any ABK Offering will not affect any rights (including limitations or exclusion of ABK's Liability) or obligations, which have accrued prior to such cancellation or termination, or any of these Terms and Conditions which are intended (whether expressly or implicitly) to survive cancellation, expiry or termination.

## **14. Language**

### **14.1 What happens if there is an inconsistency between Arabic and English texts of these Terms and Conditions?**

- The Terms and Conditions have been made in Arabic and English texts. In the case of any discrepancy, contradiction or differing interpretation between the English and Arabic versions of these Terms and Conditions, the Arabic version will prevail. However, if a dispute between you and ABK is heard in court or any other dispute resolution forum where the language of the proceedings is in any language other than Arabic language, then the English version of these Terms and Conditions as contained herein will prevail.

## **15. No Waiver**

### **15.1 What if ABK doesn't exercise a right or remedy against you, or delays doing so?**

- No course of dealing nor any delay or omission in exercising any right or remedy will be construed as a waiver of any right or remedy available to ABK.

## 16. Governing Law and Jurisdiction

### 16.1 Which laws govern the relationship between you and ABK?

- These Terms and Conditions and any non-contractual obligations arising out of or in connection with them are governed by the federal laws of the UAE and by the Court of the Applicable Emirate.

## PRODUCT SPECIFIC TERMS AND CONDITIONS

### 1. Current Accounts

#### 1.1. What are the features or restrictions on your Current Account?

- In order to hold a current account you must:
  - Be a UAE National
  - Be a GCC National or
  - Hold a valid residence visa
- If, after making reasonable efforts to contact you at your address, and ABK believes that:
  - You are a GCC National or a UAE national and you are no longer a permanent resident in the UAE, or you do not hold a valid UAE residence visa,

ABK may without prejudice to its rights, convert your Current Account into a Savings Account, and you hereby consent to the conversion of your Current Account into a Savings Account in the above-mentioned circumstances and you authorize ABK to perform any actions necessary to carry out the conversion. This includes, but not limited to, the opening and closing of any Account and effecting any transactions from your Current Account. You also agree to hold harmless ABK against any Liability arising out of the conversion of your Current Account under these circumstances.

#### 1.2 What are the features or restrictions on your Current Account?

- Current Accounts are non-interest bearing as per Central Bank regulations.
- You are required to maintain a minimum balance of AED 3,000, to avoid minimum balance charges of AED 25 per month
- You may request a cheque book
- You may apply for a Debit Card

Any other features relating to a Current Account (including any Specific Features) will be available on the Website

### 2. Savings Accounts

#### 2.1 What are the features or restrictions on your Savings Account?

- You may apply for a Debit Card;
- A Savings Account does not to receive a cheque book;
- ABK, at its sole discretions, limit the number of Savings Account that can be opened by you

- You are required to maintain a minimum balance of AED 3,000 per saving accounts and other features, will be available at each branch;
- Savings Accounts are interest bearing.

### **2.2 Can you make withdrawals from a Savings Account?**

- You can make withdrawals from a Savings Account

## **3. Fixed Term Deposit Accounts**

### **3.1 What are the features or restrictions of your Fixed Term Deposit Account?**

- A “Fixed Term Deposit” is a deposit of a fixed amount for a fixed period at a fixed rate of interest.
- Details of the Minimum Balance required to open a particular Fixed Term Deposit Account and any other features relating to it (including any Specific Features) will be at each Branch.
- Upon opening a Fixed Term Deposit Account, ABK will issue you with a confirmation stating the principal amount of the Fixed Term Deposit, the agreed term and the agreed rate of interest payable for the term.
- You cannot make payments from your Fixed Term Deposit Account.
- The deposit amount in a Fixed Term Deposit Account cannot be increased or decreased during the agreed term, although you may open multiple Fixed Term Deposit Accounts.
- You must hold another Account of the type specified by ABK from time to time for the duration of the agreed term of the Fixed Term Deposit.

### **3.2 How interest is calculated Fixed Term Deposit Account?**

- Interest on a Fixed Term Deposit will accrue daily and will be calculated at the Prevailing Rate which is fixed for the agreed term of the Fixed Term Deposit and credited to you as prescribed in the Form for that particular Fixed Term Deposit Account.
- Fluctuations in the market rated of interest for deposits will not affect the rates determined and applied on the Fixed Term Deposit throughout the term of the deposit.

### **3.3 Can you make partial withdrawals from a Fixed Term Deposit Account?**

- You cannot make partial withdrawals from a Fixed Term Deposit Account

### **3.4 What happens if you withdraw a Fixed Term Deposit before the end of the agreed term?**

- Where you have made a Fixed Term Deposit with ABK, ABK's obligation to repay the deposit will arise at maturity. ABK, may in its sole discretion, consent to the early withdrawals of a Fixed Term Deposit, which will render it subject to a lower interest rate and premature withdrawal as prescribed by ABK from time-to-time (which ABK may deduct from the principal amount of your Fixed Term Deposit before making payment to you).
- Where ABK has agreed to pay the interest on your Fixed Term Deposit, prior to the maturity of such Fixed Term Deposit, will render it subject to no-interest or lower interest rate as per ABK policies and a premature withdrawal charge as prescribed by ABK from time-to-time. In an event of early withdrawals of such Fixed Term Deposit, ABK shall deduct any interest already paid and premature withdrawal charges from the principal amount of your Fixed Term Deposit or any of your other Account with ABK, as per ABK's sole discretion.

### **3.5 What happens on the expiry of the agreed term of a Fixed Term Deposit?**

- Unless you instruct ABK otherwise, at the end of the Fixed Term Deposit, ABK will pay the principal amount of the Fixed Term Deposit together with any accrued interest, if not already paid to you, into the Account from which the Fixed Term Deposit was originally transferred.
- You can renew a Fixed Term Deposit (together with an interest accrued), for the same term and at the Prevailing Rate applicable on the date of renewal by:
  - (a) notifying ABK at least two business days before the expiry of the agreed Fixed Term Deposit; or
  - (b) applying for an automatic renewal of your Fixed Term Deposit, in each case using the relevant form.

## Using Your Account

### 4. Making deposits into an Account

#### 4.1 How do you make deposits into your Account?

- Deposits may be made into your Account in a number of ways, including by depositing cash or cheques at a Branch. ABK will credit your Account with sums in cash or cheques which may be deposited by you, subject to other provisions of these Terms and Conditions.
- ABK may, in its discretion, credit your Account with any amount deposited by a third party.
- You may be unable to withdraw or otherwise access the full value of the deposit made due to:
  - (a) ABK exercising its Right of Set-Off against you
  - (b) the fees and charges of the paying bank;
  - (c) exchange restrictions;
  - (d) the time required for the amount deposited to be fully cleared; and/or
  - (e) any other restrictions that apply to the party making the deposit.
- In the event that any funds are mistakenly credited to your Account due to computer, technical, human or clearing system error or malfunction, or for any other reason, ABK will have the right (and you authorize ABK) to debit your Account (and in the case of insufficient balance in your Account, to overdraw your Account). ABK will not be responsible for any Liability arising from such event.

#### 4.2 Can you assign or charge by way of Security the amounts deposited into your Account?

- You must not assign or charge to any third party by way of Security amounts deposited by you or held in your Account. Any such activity will not be recognized by ABK.

## 5. Making withdrawals from an Account

### 5.1 How do you make a withdrawal from your Account?

- Withdrawals may only be made out of cleared funds (unless you have the benefit of an Overdraft) credited to your Account and may be:
  - (a) in cash, in AED; or in any other currency other than AED
  - (b) made based on your instructions to ABK to pay or transfer;
  - (c) for Current Accounts, against written cheques in the form prescribed by ABK; and or
  - (d) for Savings Accounts, on application using any Form prescribed by ABK for that purpose.

### 5.2 Can you make withdrawals from your Account in foreign currencies?

- You can withdraw money from your Account and exchange it for a foreign currency at a Branch (at the applicable Exchange Rate), subject to the availability of the relevant currency at that Branch. ABK offers this service on a discretionary basis and Charges may apply as prescribed in the Schedule of Fees.

## 6. Transferring funds from an Account

### 6.1 How do you make a Funds Transfer?

- You can make a Funds Transfer by way of:
  - (a) an Internet Banking Instruction;
  - (b) a standing order by you to ABK to execute Funds Transfers at pre-determined intervals;
  - (c) completing any Form or other method of communication accepted by ABK for that purpose;
  - (d) Internet Banking
- Notwithstanding the above, ABK may, from time to time and in its sole discretion, limit your ability to effect Funds Transfers in a specific form or method depending on your profile as a Customer or the ABK Offering to which a Funds Transfer relates, or for any other reason that ABK considers appropriate.

### 6.1 What if the payee is in another country?

- If the payee account is outside the UAE, in order to avoid delays, returns of funds and/or levy of related fees, ABK may require you to provide details of the payee account that are specific to accounts in that country.

### 6.2. What restrictions should you be aware of when making a Funds Transfer?

- Funds Transfers generally may not be reversed once effected. It is your responsibility to ensure that you provide accurate information in your instructions in order to avoid any unintended Funds Transfers. ABK shall rely upon all information provided by you in relation to Funds Transfers (including any beneficiary account details) and you shall be responsible for any errors in any information provided by you to ABK.
- While ABK shall use reasonable endeavors to carry out any stop payment instructions, ABK shall not be liable in the event that it is unable to do so and monies are released (and you acknowledge that ABK may only be able to reclaim the monies with the consent of the beneficiary).
- A Funds Transfer request will be processed on the transfer date that you select. ABK may delay or refuse to effect a Funds Transfer (and shall not be responsible for any Liability arising out of such delay or refusal) where:
  - (a) there are insufficient funds in your account
  - (b) the Funds Transfer would exceed any limit set by ABK from time- to-time
  - (c) ABK, at its sole discretion, has reason to believe that the Funds Transfer will or could be in breach of Applicable Laws or ABK policies;
  - (d) ABK is not permitted to do so by Applicable Laws or ABK Policies;
  - (e) ABK has reason to believe that your Account may be the subject of misuse, money-laundering or fraudulent activity (or otherwise suspects such in the case);
  - (f) All information necessary to complete the Funds Transfer has not been provided (including information required by the payee bank or intermediaries);
  - (g) ABK is required to comply with a court order or any Applicable Laws or ABK's own policies;
  - (h) You instruct ABK to stop that funds transfer;
  - (i) The designated account of the payee is not maintained by the payee bank;
  - (j) The payee's account details recorded with the payee bank or branch are not part of the clearing system;
  - (k) You have not complied with these Terms and conditions;

(l) There are any reasons causing or contributing to the delay or refusal for which the payee bank or any intermediary or correspondent bank is responsible; and/or

(m) There are any Unforeseen Circumstances or any other circumstances outside ABK's control.

- ABK shall not be responsible for, and you will indemnify and hold harmless ABK from and against, any Liability arising from ABK's compliance with your instructions, including instructions to execute or stop any Funds Transfer (including any delay or rejection of a Funds Transfer arising out of the circumstances set out in the paragraph above, or for any tax obligations arising out of the Funds Transfer). For the avoidance of doubt the preceding indemnity will also include Liability for any currency conversion costs, correspondent and other routing charges, administrative charges and other costs and losses in relation to your Funds Transfer.
- You must ensure that your Account has sufficient funds before effecting any Funds Transfers. If, for any reason, your Account exceeds its Spending Limit as a result of any Funds Transfer, you will be liable to immediately repay any Exceptional Overdraft Amount including any applicable Charges.
- You warrant, represent and undertake that any Funds Transfers requested by you (or your Nominee) will not breach any Applicable Laws, these Terms and Conditions or any ABK Policies.
- ABK may contact you to confirm and verify the identity of the beneficiary of a Funds Transfer (and any modifications to the details of a beneficiary of a Funds Transfer) before processing it.
- On the date of payment, ABK reserves the right to determine, in its sole discretion, the priority of Funds Transfer requests against any other payment requests presented or any other existing payment arrangement with ABK. ABK will have the right not to effect a Funds Transfer if, having determined the priority of payments, it believes that your Account may become overdrawn.
- Funds Transfers are not instant. It may take a number of Business Days (excluding any public holidays in the UAE and the country where the payee's account is located) for the funds to be received by the payee.
- ABK will not be a party to queries or disputes of any nature whatsoever that may arise between you and the payee.
- ABK will not be responsible for any Liability arising out of any delays, failures, errors or other shortcomings in executing, processing or completing any Funds Transfer, remittance, withdrawal, payment or other transaction as a result of the actions of any third party (including any intermediary bank).

- Any set-up, deferment, amendment or cancellation of a standing order must be communicated in writing to ABK and must be submitted sufficiently in advance of the execution date.
- If ABK is unable to effect three consecutive payments due to insufficient funds the standing order shall be treated as cancelled without notification.

#### **6.2 What if your Funds Transfer is rejected by the payee bank?**

- If your Funds Transfer is rejected by the payee bank for whatever reason, the reversal of the funds will be carried out at the Exchange Rate on the date of the reversal. Additionally, you will be solely responsible for any currency conversion costs, losses, correspondent and other routing charges, administrative charges and any other costs, charges or losses in relation to the rejected Funds Transfer.

#### **6.4 Can ABK attempt to execute Funds Transfer after the transfer date or expiry date of your standing order?**

- If you have insufficient funds in your Account on the transfer date, notwithstanding anything stated in these Terms and Conditions, ABK may, without any Liability whatsoever, attempt to execute the Funds Transfer after the transfer date or expiry date of your standing order. Notwithstanding the above, the Funds Transfer will only be successful if you have sufficient funds in your Account.

## **7. Cheques**

### **7.1 How can you obtain a cheque book?**

- You must have a Current Account in order to obtain a cheque book. If your Current Account is changed into a Savings Account, your cheque book will be cancelled.

### **7.2 When is a cheque deposited with ABK credited to your Account?**

- ABK provides the services of collection of cheques on your behalf and under your instructions. Charges may apply to these services.
- The value of cheques deposited by you, other than cheques that are post-dated or drawn in locations where ABK does not have a Branch, may, in ABK's sole discretion, be provisionally credited to your Account, subject to the realization of the cheque proceeds.
- The proceeds of the credited cheques are available for withdrawal by you only upon their realization and receipt by ABK in cleared funds.

- Unless otherwise agreed by ABK, and subject to the paragraph below, the amount of a cheque deposited into your Account is normally credited to your Account within two Business Days. There may be cases where a longer period is required, such as but not limited to where ABK suspects fraudulent activity or when ABK is required to verify the source of the funds.
- If any cheques are dishonored for any reason whatsoever after being credited to your Account, ABK has the right to reverse the credit by debiting the Account with the corresponding value including any related Charges (such as but not limited to fees for any returned unpaid cheques deposited by you, administrative charges, and if applicable, Exceptional Overdraft Interest) and interest at the Prevailing Rate for the period from the date of credit up to the date of the reversal of the credit by debit. If ABK is unable to recover these amounts for whatever reason, you undertake to pay the same to ABK immediately upon ABK's request.

### **7.3 In what circumstances can ABK refuse to honor a cheque written by you and what is your Liability for ABK honoring a cheque?**

- You must ensure that there are sufficient funds in your Current Account to meet the cheques written by you on that Current Account. In the absence of adequate funds, and if you have made no prior arrangements with ABK, such cheques will not be honored by ABK.
- Cheques drawn on your Current Account must be written in either Arabic or English. ABK is not obliged to honor cheques written in any other language.
- If there is a mistake on a cheque written by you, or if ABK is unable to verify your signature, or any part of the cheque is illegible or unclear, ABK may refuse to honor the cheque for technical reasons (as opposed to insufficient funds). Where ABK (acting in good faith) honors a cheque that is illegible, unclear or which includes a mistake or error, you will indemnify and hold harmless ABK and its Affiliates from any Liability resulting from any payment made in relation to such cheque.
- When a cheque is presented for payment at a Branch other than the Home Branch, ABK will have the sole discretion to pay or dishonor it at the Branch where it is presented.
- Payment of a cheque written by you may also be stopped by an order of a court with jurisdiction in the UAE.
- ABK reserves the right not to honor any cheque which is more than six months old.
- If the balance in your Current Account is insufficient to cover the value of any cheque(s) written by you on that Current Account, the approval of payment by ABK (such approval being in ABK's

sole discretion from time to time) will not be construed as the grant of a credit facility to you. You must immediately, upon ABK's request, credit that Current Account with the required balance.

- You are solely responsible for ensuring that all cheques written by you on your Current Account are correctly filled-in. Where any cheques written by you are not honored due to technical reasons you are solely responsible for ensuring that your payment obligations are discharged.

#### **7.4 In what circumstances can ABK refuse to accept a cheque to be credited to your Account?**

- ABK may refuse to accept cheques:
  - (a) drawn in favor of third parties (unless properly assigned to you as the new payee);
  - (b) if the payee's name is not identical to your name in the Records; or
  - (c) for any other reason, including the prevention of fraud or money laundering.
- ABK will not accept the assignment of any cheque in favor of a third party if it has been Crossed.
- Any cancellation of a 'Crossing' or notation will render the cheque invalid.

#### **7.5 What happens if a cheque that you have written bounces?**

- If:
  - (a) you write a cheque without having sufficient funds in your Current Account
  - (b) you have insufficient funds in your Current Account when a cheque you have written is presented for payment; or
  - (c) your Current Account is closed, blocked, frozen, suspended, or put on hold when a cheque you have written is presented for payment,
- ABK may be required to notify the authorities and you may incur civil and/or criminal liability due to that cheque not being honored.
- ABK may at the request of the beneficiary, partially clear the cheque, following internal and regulatory requirements
- ABK may also choose to terminate its relationship with you, without prejudice to any other rights that ABK may have.

#### **7.6 What if your cheques become lost or the subject of fraudulent activity?**

- You must ensure that the cheque books and the cheques therein issued to you by ABK are kept safe. You must immediately notify ABK of any loss or theft of any cheques, followed by a police report as per Applicable Laws, and provide instructions to ABK to stop payment in respect of such cheques. Until such notice is received by ABK, you will indemnify and hold

harmless ABK from any Liability resulting from its processing of any payments relating to such lost or stolen cheques or any misuse thereof.

- You will be responsible for providing ABK, the police, the courts and/or any other relevant authorities with any information required to assist in investigating any matter relating to your cheques.

## Services

### 8. Debit Cards

#### 8.1 When and how do the Debit Card Terms apply to you?

- The Debit Card Terms will apply to you when you are issued a Debit Card and you activate and use that Debit Card.
- Your activation and/or use of a Debit Card will constitute binding and conclusive evidence of your confirmation to be bound by these Terms and Conditions (including the Debit Card Terms).

### 9. Safe Deposit Lockers

#### 9.1 How can you rent a Safe Deposit Locker?

- If you wish to rent a Safe Deposit Locker, you will need to have an Account with ABK and complete the relevant Form. You may also be requested to provide ABK with any personal information and evidence that may be required to establish and verify your identity.
- You may not rent a Safe Deposit Locker in the name of, or on behalf of, any third party.
- You acknowledge that your rights with regard to the Safe Deposit Locker are those of a licensee and nothing in these Terms and Conditions grants you any right of ownership of the Safe Deposit Locker or any rights over the premises in which it is located.

#### 9.2 How long can you rent the Safe Deposit Locker for?

- You can rent the Safe Deposit Locker for an initial period of up to 12 months or as otherwise specified in the relevant Form and agreed by ABK. Upon expiry of the initial rental period, it will renew automatically for a similar period unless terminated by you or ABK.

#### 9.3 What do you need to pay to rent the Safe Deposit Locker?

- Before commencement and upon any renewal of the Safe Deposit Locker rental period, you must pay to ABK the applicable Charges.

#### **9.4 How can you access the Safe Deposit Locker?**

- You can access the Safe Deposit Locker through:
  - the Assisted Service, which will be available to you only during the business hours at the Branch where the Safe Deposit Locker is held.
- ABK has the right to suspend access to the Safe Deposit Locker for maintenance or service or due to any regulatory notice and/or enforcement and without responsibility for any Liability on its part. While ABK will reasonably endeavor to notify you before suspending your access, it will have the right to do so without notifying you in advance.
- All items provided to you to access the Safe Deposit Locker are the property of ABK and must be returned when the rental of the Safe Deposit Locker is terminated.

#### **9.5 Can you grant access to the Safe Deposit Locker to other people?**

- You may nominate one or more additional parties to be granted access to your Safe Deposit Locker as your authorized agent(s) when you apply for the Safe Deposit Locker or at any time as agreed by ABK. You must provide ABK with any personal information and evidence that ABK will require to establish and verify the identity of
- such additional parties who will be given access to the Safe Deposit Locker.
- Any additional parties given access to the Safe Deposit Locker must agree to be bound by and comply with these Terms and Conditions. Such additional parties will have equal rights of access to you but will not have control over the Safe Deposit Locker.
- You may at any time revoke the access of any additional parties to the Safe Deposit Locker by notifying ABK.

#### **9.6 Can ABK move the Safe Deposit Locker?**

- ABK may, at any time and in its sole discretion, transfer the Safe Deposit Locker and all or part of its contents to any other location in the UAE, with such security and safeguards as ABK deems fit. ABK will provide you with at least five days prior notice of such transfer.

#### **9.7 Are there any restrictions regarding the contents of the Safe Deposit Locker?**

- The Safe Deposit Locker is designed to store documents, valuables and other items of a similar nature for lawful purposes only. You must not use the Safe Deposit Locker to store or allow any other person to store:
  - (a) anything that is illegal, offensive or immoral under Applicable Laws;

(b) any substances or materials which will or may cause any harm whatsoever to any party, premises or place, including the Safe Deposit Locker; or

(c) any animals, plants or other living organisms or plant materials.

- You acknowledge that ABK is not aware of the contents of the Safe Deposit Locker and has no knowledge as to the purpose of your use of the Safe Deposit Locker at any time. Notwithstanding this, ABK reserves the right to inspect, in your presence, any articles that you wish to place in the Safe Deposit Locker.
- You will indemnify and hold harmless ABK, any customers or visitors to ABK's premises from any Liability arising from your use of the Safe Deposit Locker.

### **9.8 What is the extent of ABK's responsibility for the contents of the Safe Deposit Locker?**

- You must use the Safe Deposit Locker with due care and attention, in accordance with these Terms and Conditions and any additional instructions issued by ABK from time to time.
- ABK will not be responsible for any Liability:
  - (a) to the extent that any loss or damage occurs as a result of your own negligent acts, omissions or as a result of your non-compliance with these Terms and Conditions or any instructions issued by ABK from time to time;
  - (b) for any deterioration in the quality, quantity or value of the items placed inside the Safe Deposit Locker due to ordinary wear and tear or natural deterioration or atmospheric or climatic conditions.

### **9.9 How can the Safe Deposit Locker rental be terminated?**

- Subject to other provisions of these Terms and Conditions, you or ABK may terminate the rental of the Safe Deposit Locker at any time by giving at least 15 days prior notice to the other.
- ABK may terminate the rental of the Safe Deposit Locker immediately by notice to you:
  - (a) if you breach, or ABK reasonably believes that you have breached or will breach Clause 9.7 of this part;
  - (b) if you breach any other clauses of these Terms and Conditions and do not remedy such breach within 30 days of receipt of ABK's notice to you of the breach;
- Your right to terminate the rental of the Safe Deposit Locker will be subject to the following:
  - (a) You must take possession of the contents of the Safe Deposit Locker;

- (b) you must return all items provided to you by ABK to access the Safe Deposit Locker; and
- (c) you must have no outstanding obligations to ABK.

#### **9.10 What happens upon termination of the Safe Deposit Locker rental?**

- Upon termination of the rental of the Safe Deposit Locker:
  - (a) your rights in relation to the Safe Deposit Locker will immediately cease; and
  - (b) ABK will refund the deposit amount to you, less any deductions that ABK is entitled to charge or receive in accordance with these Terms and Conditions.

#### **9.11 What happens if you fail to return all items provided to you by ABK to access the Safe Deposit Locker on termination of the rental?**

- You will be liable for and must pay to ABK on demand any and all costs and charges which ABK may incur due to such failure, including, but not limited to, additional Charges at the then applicable rate.

#### **9.12 What happens if you fail to remove the contents of the Safe Deposit Locker on termination of the rental?**

- If within 60 days of the date of termination of the rental of the Safe Deposit Locker you have not removed all the contents of the Safe Deposit Locker, ABK will, after giving you notice of the same, be entitled to apply to the relevant court in the Emirate where the Safe Deposit Locker is located for permission to open the Safe Deposit Locker.
- The opening of the Safe Deposit Locker will be in the presence of a party designated by the court, who will prepare a report on the opening and inventory of the contents of the Safe Deposit Locker. The report and inventory will be signed by a representative of the court and a representative of ABK and will be conclusive evidence as to such contents.
- Subject to the court's ruling, or as advised by the Central Bank, ABK shall be entitled to retain custody of the contents or grant custody over them to a third party designated by the court until the contents are either returned to you or the court orders the disposal of the contents.
- If the court orders the disposal of the contents, ABK will have a priority right over the proceeds of such disposal in relation to all Charges and other accruing costs and expenses relating to the Safe Deposit Locker and its contents.
- ABK will also be entitled to recover directly from you (including by way of deduction from the deposit) all Charges and other costs and expenses (including any legal costs) which it may reasonably incur in relation to opening the Safe Deposit Locker and disposing of its contents.

- If, following any such disposal, any proceeds remain after settlement of all sums due to ABK, ABK will send any remaining sums to your Address. If the sums raised by any such disposal do not cover your liabilities to ABK, ABK will be entitled to recover such sums from you upon demand.
- ABK will be entitled to apply the proceeds generated from the disposal of the contents of the Safe Deposit Locker in the following order:
  - (a) towards the settlement of interest accrued in respect of your obligations to ABK up to the date of payment;
  - (b) towards any expenses incurred or Charges due for additional services rendered in relation to the late payment or non-payment;
  - (c) towards the Charges relating to the rental of the Safe Deposit Locker;
  - (d) towards settlement of any other amounts owed by you to ABK.
- Any contents that are not disposed of will be held by ABK in a manner that it deems appropriate or by such other custodian appointed by the court.

### **9.13 What happens if you die or lose your mental capacity during the term of the rental of the Safe Deposit Locker?**

- If you lose your mental capacity during the term of the rental of the Safe Deposit Locker, ABK will allow your legal representatives to open the Safe Deposit Locker, or will open the Safe Deposit Locker for them, provided that such persons produce on demand evidence, to ABK's satisfaction, that they are your legal representatives in accordance with Applicable Laws.
- If you die, ABK will, after becoming aware of your death, not allow the Safe Deposit Locker to be opened except pursuant to an order of a court in the Emirate where the Safe Deposit Locker is located.

## ELECTRONIC BANKING

This applies to Electronic Banking and must be read together with other applicable parts of these Terms and Conditions.

### 1. Electronic Banking

#### 1.1 How do the Electronic Banking Terms apply to you?

- The General Electronic Banking Terms will apply to you when you apply for Electronic Banking.
- If you apply for:
  - (a) Mobile Banking, the Mobile Terms will also apply to you;
  - (b) Internet Banking, the Internet Banking Terms will also apply to you.

#### 1.2 What services are available via Electronic Banking?

- From time to time, and as permitted by ABK in its sole discretion, ABK may make various services and functions available to you through the use of some or all of the forms of Electronic Banking. By way of example, the following is an indicative and non-binding list of possible services and functions:
  - (a) Viewing the balance of your Account;
  - (b) requesting cheque books;
  - (c) viewing your E-Statements;
- All Electronic Banking services and functions are made available by ABK on a completely discretionary basis and may be withdrawn, changed, substituted or supplemented by ABK at any time and without any obligation to give you prior notice.

#### 1.3 What if you enter incorrect Security Information?

- If you enter your Security Information incorrectly more than the number of times allowed by ABK from time to time, your access to the relevant Electronic Banking service may be blocked and you will need to contact ABK in order to regain access. You may change your Security Information at any time.

#### **1.4 Are there any Charges in connection with Electronic Banking?**

- Electronic Banking is currently made available to you at no charge. ABK reserves the right to charge you for certain features of Electronic Banking. ABK will notify you of such Charges as and when they become applicable.
- You are responsible for all charges levied by your CSP, TSP and/or ISP (as applicable) in relation to your use of Electronic Banking. Additional charges may be levied by your CSP, TSP or ISP if you use Electronic Banking abroad.

#### **1.5 How are Electronic Instructions processed by ABK?**

- Electronic Instructions are irrevocably and unconditionally binding and are made at your risk and responsibility.
- ABK will make reasonable efforts to modify, delay or prevent the processing of any Electronic Instruction where you request this, but ABK will not be responsible for any Liability for any failure to comply with such request.

#### **1.6 Who is responsible for the equipment and software required to use Electronic Banking?**

- You are solely responsible for:
  - (a) acquiring and maintaining any equipment required for your continued use of and access to Electronic Banking and, if applicable, anti-virus and other security measures for such equipment, including measures for adequate protection and back-up of data; and
  - (b) ensuring that the equipment which you use to access and use Electronic Banking is suitable for such use and is functional.
- Electronic Banking is dependent on the infrastructure, connectivity and services provided by the TSPs, CSPs, ISPs and/or other service providers engaged by ABK and you. The timeliness, accuracy and legibility of information sent by ABK to you (including, if applicable, Alerts and Mobile Responses) may be affected by the services provided by the TSPs, CSPs, ISPs and other service providers engaged by ABK and you.
- If you become aware of any faults, errors or inconsistencies while using Electronic Banking, you must contact ABK immediately.

#### **1.7 What is ABK not liable for in relation to Electronic Banking?**

- In addition to any other limitation or exclusion of ABK's Liability under these Terms and Conditions, ABK will be not responsible for any Liability arising from:

- (a) any unauthorized transaction effected through Electronic Banking before you have notified ABK of the unauthorized transaction or any misuse, loss, disclosure or theft of your Security Information;
- (b) any fraudulent activity carried out through Electronic Banking (unless the fraudulent act was carried out by ABK);
- (c) your failure to observe any of your security obligations under these Terms and Conditions;
- (d) your access or use of Electronic Banking in a manner, or for a purpose, not authorized by ABK;
- (d) any loss of any information or Electronic Instructions in transmission due to Unforeseen Circumstances;
- (e) any unauthorized access by any third party to Electronic Banking, Electronic Instructions and any Account Information;
- (f) the delivery, mistaken delivery, deletion or failure to store any Electronic Instructions or personalization settings;
- (g) transactions that occur pursuant to your Electronic Instructions prior to termination of your access to the relevant Electronic Banking service;
- (h) your use of Electronic Banking including, if applicable, any material, data and/or software downloaded or otherwise obtained through the use of Electronic Banking; and/or
- (i) any damage caused to your hardware or software resulting from your use of Electronic Banking.

#### **1.8 Can your access to Electronic Banking be suspended or terminated?**

- You can stop using Electronic Banking at any time.
- ABK may, in its sole discretion, suspend (including for maintenance purposes) or terminate your access to Electronic Banking at any time. While ABK will reasonably endeavor to notify you before suspending or terminating your access, it will have the right to do so without notifying you in advance, including in circumstances where:
  - (a) you breach any provision of these Terms and Conditions and fail to rectify the breach within three Business Days after receiving notice from ABK requiring the breach to be rectified (or such other time specified by ABK from time to time);
  - (b) ABK suspects or becomes aware of any breach of security;

- (c) ABK suspects or becomes aware of any fraudulent use of Electronic Banking;
- (d) you die, are declared insolvent or bankrupt, or no longer have requisite mental capacity.
- Unless otherwise agreed, ABK will not affect any Electronic Instructions which you have made before termination of your access to the relevant Electronic Banking service and which are scheduled to be effected after such termination.

## **2. Mobile Banking**

### **2.1 How can you use Mobile Banking?**

- You can use Mobile Banking via the MobileApp.

### **2.2 How do you apply for Mobile Banking?**

- You can apply for Mobile Banking, by downloading the MobileApp to your Mobile Device;

### **2.3 What are the conditions of usage of the MobileApp?**

- To log on to the MobileApp, you must enter your Security Information and/or any other information requested by ABK and you must accurately fill in the details in the relevant field and upload valid, true and accurate documents, including but not limited to your specimen signature, as per the instructions provided in the MobileApp. ABK will not be responsible for verifying the identity of the party entering the Security Information.
- You must download any updates to the MobileApp as and when they become available.
- You may be automatically logged off the MobileApp if you remain inactive for a particular period of time as prescribed by ABK.
- You must not use the MobileApp for any purpose other than to access your Mobile Banking Account and to use Mobile Banking on your Mobile Device.

### **2.4 Can you rely on the accuracy, consistency and security of the MobileApp?**

- ABK will try to ensure the accuracy, adequacy and completeness of the MobileApp and the MobileApp Information, however:
  - (a) the use of the MobileApp is at your sole risk;
  - (b) the MobileApp and the MobileApp Information are provided on an “as is” and “as available” basis;
  - (c) ABK cannot confirm the accuracy, adequacy or completeness of the MobileApp or the MobileApp Information and ABK will be not responsible for any Liability arising out of any errors or omissions in the MobileApp or the MobileApp Information; and

(d) no confirmation, warranty, representation or undertaking of any kind, implied, express or statutory, including in relation to non-infringement of third party rights, title, fitness for a particular purpose and freedom from Virus is given in relation to the MobileApp or the MobileApp Information.

#### **2.5 What security measures should you take in relation to Mobile Banking?**

- you must log out of the MobileApp as soon as you have finished using it and before leaving your Mobile Device unattended.

#### **2.6 What is ABK not liable for in relation to Mobile Banking?**

- With respect to Mobile Banking, in addition to any other limitation or exclusion of ABK's Liability under these Terms and Conditions, ABK will not be responsible for any Liability arising from:
  - (a) any loss of any Alerts or Mobile Responses in transmission due to Unforeseen Circumstances; or
  - (b) any unauthorized access by any third party to any Alerts or Mobile Responses.

#### **2.7 Can your access to Mobile Banking be suspended or terminated?**

In addition to its rights, ABK may, in its sole discretion and without notice to you, immediately suspend or terminate your access to Mobile Banking if:

- (a) you cease to hold a Mobile Banking Account; or
- (b) ABK no longer supports the MobileApp on your Mobile Device.

Upon termination of Mobile Banking, the license granted to you by ABK to use the MobileApp will end and you must delete the MobileApp from your Mobile Device.

#### **2.8 When are Funds Transfers effected via Mobile Banking processed?**

- Funds Transfers that you effect via Mobile Banking will be immediately debited from your Account.

### **3. Internet Banking**

#### **3.1 How can you use Internet Banking?**

- You must visit the Website to access Internet Banking. ABK may change the website through which you access Internet Banking without prior notice to you.
- To log on to Internet Banking, you must enter your Security Information and, if applicable, your Secure Key code. ABK will not be responsible for verifying the identity of the party entering the Security Information.
- You may be automatically logged off Internet Banking if you remain inactive for a particular period of time as prescribed by ABK.

#### **3.2 How do you apply for Internet Banking?**

- You can apply for Internet Banking by completing the relevant Form or by contacting ABK.

#### **3.3 Can you rely on the accuracy, consistency and security of the Website?**

- ABK will try to ensure the accuracy, adequacy or completeness of the Website and the Website Information, however:
  - (a) the use of the Website is at your sole risk;
  - (b) the Website and the Website Information are provided on an “as is” and “as available” basis;
  - (c) ABK cannot confirm the accuracy, adequacy or completeness of the Website or the Website Information and ABK will not be responsible for any Liability arising out of any errors or omissions on the Website or in the Website Information;
  - (d) no confirmation, warranty, representation or undertaking of any kind, implied, express or statutory, including in relation to non-infringement of third party rights, title, fitness for a particular purpose and freedom from Virus is given in relation to the Website or the Website Information; and
  - (e) no confirmation, warranty, representation or undertaking of any kind, implied, express or statutory, is given that:
    - the Website will be available and meet your requirements or that access will be uninterrupted;
    - there will be no delays, failures, errors or omissions or loss of transmitted information; or
    - no damage will occur to your computer systems.

The Website Information has been prepared in accordance with the regulations and laws of the UAE and for the supply of ABK Offerings within the UAE.

The Website and the Website Information is not directed at you if it does not comply with the laws of the jurisdiction from which you are accessing the Website. It is your responsibility to ensure that you are permitted to use Internet Banking by the laws applicable to you.

### **3.4 What security measures should you take in relation to Internet Banking?**

- you must:
  - (a) log out of Internet Banking once you have finished using it or before leaving your computer unattended; and
  - (b) not access Internet Banking from any computer connected to a local area network (LAN) or any public internet access device or access point without ensuring that third parties cannot access Internet Banking in your name.

### **3.5 What other restrictions apply in relation to your use of Internet Banking?**

- You must not interfere with or damage (or attempt to interfere with or damage) any data or software associated with Internet Banking, including any Secure Key (if applicable).
- You must treat the access rights, documentation, or any other information related to Internet Banking, as strictly private and confidential at all times.
- You must not link any other website to the Website.

### **3.6 When are Funds Transfers effected via Internet Banking processed?**

- Funds Transfers that you effect via Internet Banking will be immediately debited from your Account.

## MORTGAGE LOANS

### 1. Mortgage Loans

#### 1.1 What is a Mortgage Loan?

- A Mortgage Loan is a loan provided by ABK to you secured by Security over a Property.

#### 1.2 What do you need to provide to ABK to receive the Mortgage Loan amount?

- You must provide ABK with:
  - (a) your acceptance in a form acceptable to ABK of the Mortgage Loan;
  - (b) an undated security cheque equal to the Mortgage Loan amount duly signed by you and drawn in favor of ABK;
  - (c) if applicable, an assignment in favor of ABK of the insurance policies relating to the Property;
  - (d) if applicable, an assignment in favor of ABK of any and all future rentals arising from the Property;
  - (e) if applicable, an original of the SPA /Title deed;
  - (f) if permissible, an original of any document evidencing the creation, registration and perfection of a Mortgage over the Property in favor of ABK;
  - (g) if applicable, an agreement in a form acceptable to ABK, assigning the SPA to ABK;
  - (h) if applicable, an original notarized power of attorney in favor of ABK and in a form acceptable to the courts in the UAE and to ABK;
  - (i) one undated cheque in favor of ABK to cover creation, registration and perfection charges in relation to the Mortgage in favor of ABK; and
  - (j) evidence, to ABK's satisfaction that you have, or will obtain, clean and good marketable title to the Property.
- As part of the Mortgage Loan application process, ABK may send you (by any means deemed appropriate by ABK) a form of Approval Letter. Any such Offer Letter will be an "in principle" approval only and without any commitment to lend and may be subject to its own conditions.

#### 1.3 How and when will you receive the Mortgage Loan amount?

- Subject to ABK's satisfaction in its sole discretion that all the requirements and conditions have been fulfilled or waived by ABK, the Mortgage Loan amount may be disbursed by way of a bank

transfer to the Disbursement Account or, if otherwise agreed with ABK, by way of a banker's cheque.

- Depending on the purpose of the Mortgage Loan, and in ABK's sole discretion, the Disbursement Account may be:

(a) in the case of a refinancing of debt taken out with a third party bank or financial institution acceptable to ABK, an account held with that third party;

(b) in the case of a top-up loan, your account held with ABK or a third party bank or financial institution acceptable to ABK;

#### **1.4 Can ABK withdraw its commitment to make the Mortgage Loan available to you?**

- ABK may at any time prior to disbursement of a Mortgage Loan, cancel its commitment to make available a Mortgage Loan, reduce the amount of a Mortgage Loan stated in the Loan Application or any Offer Letter or delay disbursement of a Mortgage Loan if ABK does not receive a report from its advisors, to its satisfaction, relating to legal and insurance matters of concern to it (such as title to the Property).
- If ABK exercises its rights, ABK will not be responsible for any Liability on its part to you and you will indemnify and hold harmless ABK and its Affiliates from any Liability in relation to any losses incurred by you in connection with your intended purchase of the Property. ABK will also not be obliged to refund you any fees that you have paid ABK in connection with your application for the Mortgage Loan.

#### **1.5 What are your obligations in relation to any Security in relation to the Property?**

- If title to the Property is not fully registered with the relevant land registry (for example if it is registered on an interim register such as Oqood at the Dubai Land Department, or any similar register in any other Emirate) or if the Property has a pre-title deed, as opposed to a full title deed, you undertake to convert the pre-title deed to a full title deed and to ensure that the Property is registered on the completed property register as soon as the Property becomes eligible for such registration.
- ABK may, at any time where it considers that the value, adequacy or validity of any Security that you have provided to be adversely affected or is insufficient or is not legally binding and enforceable to the maximum extent permitted by Applicable Law, require that you provide additional Security (or perfect any existing Security) in relation to the Mortgage Loan in order to protect its interest. If this occurs, you undertake to:

- (a) sign and deliver to all documentation and obtain all the necessary consents and authority as may be determined by ABK in its sole discretion to be necessary or advisable;
  - (b) engage with any governmental authority or other relevant land registry specified by ABK; and
  - (c) pay all registration or other fees, expenses, liabilities and legal or other costs, in relation to the perfection of any Security or taking of any such further or additional Security over the Property.
- If ABK notifies you that the Property and/or any Security must be registered and you fail to register the Property or the Security within 30 days of such notification, and until all amounts owed by you under the Mortgage Loan have been repaid in full, you irrevocably and unconditionally appoint ABK (and any of its authorized agents, employees or attorneys), as your attorney to do the following on your behalf:
    - (a) to sign, deliver and receive any document or do any act that ABK may deem appropriate in relation to the registration of the Property and/or any Security;
    - (b) to make any payments in connection with the registration of the Property and/or any Security and to add any such payments to the Principal Amount of the Mortgage Loan;
    - (c) to take any steps for the registration of the Property and/or any Security with the Developer or at any governmental or other relevant land registry; and/or
    - (d) to take any steps for the perfection of any Security.
  - Without prejudice to any other right ABK may have, you will indemnify and hold harmless ABK and its Affiliates from any Liability in relation to your failure or inability to register the Property or any Security that you are required to provide in relation to the Mortgage Loan.

#### **1.6 What are your responsibilities in relation to the Mortgage Loan?**

- You represent and warrant to ABK on the date on which the Mortgage Loan Terms apply, on the date of disbursement of a Mortgage Loan and on each day during the term of a Mortgage Loan, that:
  - (a) no representation of any kind has been made by ABK regarding the Property;
  - (b) if you are the owner of the Property, you have clear and good marketable and registered title to the Property including (as the case may be) through freehold, leasehold, usufruct or musataha or such other ownership right recognized under Applicable Law;

- (c) if you are not the owner of the Property, upon performance of your obligations under the SPA, you will have (or will have the right to receive) clear and good marketable and registered title to the Property including (as the case may be) through freehold, leasehold, usufruct or musataha or such ownership right recognized under Applicable Law;
  - (d) no Security (except for any Security that you are required to grant to ABK) exists over your title to the Property, the SPA, any related insurance policy or rental income (as the case may be);
  - (e) no default has occurred under the SPA;
  - (f) if the Property is yet to be fully constructed, no default has occurred under any contract for the construction of the Property; and
  - (g) no restrictive covenant, easement or right of way exists over the Property.
- For the duration of the Mortgage Loan, you irrevocably and unconditionally undertake and agree to:
    - (a) comply with the Loan Terms and observe and perform your obligations under the SPA and if applicable, under any contract for the construction of the Property;
    - (b) if you are not the registered owner of the Property, instruct the Seller (as the case may be) to deliver to ABK all original documents evidencing your right, title and interest in and to the Property and in the event such documents are delivered to you, to promptly deliver such documents to ABK;
    - (c) promptly notify ABK of the occurrence of any event of default under the SPA, a construction contract or Termination Event or any adverse claim or interest in the Property including any delays or proposed alterations or modifications under the SPA or a construction contract;
    - (d) enforce your rights under the SPA and/or a construction contract;
    - (e) keep the Property and any fixtures and fittings and external areas in good repair and condition and not neglect the Property or do anything to reduce its value;
    - (f) comply with your insurance obligations;
    - (g) comply with all Applicable Laws relating to the Property, including without limitation, any and all rules issued by the Developer or any owners' association that are binding on the Property and all contracts, deeds and other documents binding on the Property;

(h) pay any and all charges, fees, levies, assessments and taxes due in relation to the Property in a timely manner;

(i) permit and procure that ABK or its authorized representatives are permitted to inspect the Property;

(j) promptly notify ABK of any order, claim, notice or other matter served on you by any third party that will or is likely to affect the Property or your title or occupancy thereof;

(k) register the Mortgage over the Property in favor of ABK at your cost and expense as soon as practically possible; and/or

(l) not, without ABK's prior written consent:

1. transfer, sell, assign, or grant or register any interest in the Property or any part of it to any third party including the creation of any sale and lease-back arrangement;
2. grant any Security (except for any Security that you are required to grant to ABK) on the Property or any part of it;
3. grant any easement, right of way or restrictive covenant affecting the Property or any part of it;
4. lease all or part of the Property;
5. make material alterations to the Property or any part of it;
6. change the use or status of the Property or any part of it;
7. carry on any trade or business at the Property;
8. grant any rights in the Property which may affect the value of the Property or ABK's rights under the Mortgage Loan Terms;
9. revoke, rescind or contest the validity of the power of attorney;
10. make any amendment or alteration to or terminate the SPA;
11. if the Property is yet to be constructed, to make any amendment or alteration to any contract relating to its construction; and/or
12. enter into any negotiations with any governmental authority for or consent to the compulsory acquisition of all or part of the Property.

### **1.7 What are your insurance obligations under the Mortgage Loan?**

- For the duration of the Mortgage Loan, you undertake and agree to (at your own cost):
  - (a) insure the Property (and maintain such insurance) against all usual risks with a reputable insurer approved by ABK for a value that is at least equal to the value of the Property, with ABK noted as loss payee on the face of the policy and in a form and substance satisfactory to ABK; and
  - (b) maintain a life insurance policy with a reputable insurer approved by ABK for an amount that is at least equal to the amount outstanding under the Mortgage Loan, with ABK noted as loss payee on the face of the policy and in a form and substance satisfactory to ABK.
- The insurance policies referred to above will be for ABK's benefit and any sums payable under them will be paid to ABK as it deems necessary (other than in the case of third party claims). You acknowledge and agree that ABK may use any amounts paid under these insurance policies to:
  - (a) rectify any insured damage as ABK considers necessary to ensure that the value of the Property and any Security is preserved; and/or
  - (b) reduce or settle any amounts outstanding under the Mortgage Loan.
- You must ensure that the insurance policies referred to above cannot be cancelled, varied, amended or permitted to lapse without the insurers having given 30 days' prior written notice to ABK.
- If you fail to maintain the insurance policies in accordance with this Clause, ABK will have the right (but not the obligation) to take out such insurance policies in its favor as it deems necessary and/or to make any premium payments on your behalf. Any fees, expenses, legal costs, Charges, duties and taxes incurred by ABK in connection with its exercise of such right will be added to the Principal Amount.

### **1.8 What are your responsibilities in relation to maintenance of the Property?**

- You must maintain the Property in a good repair and condition, and you are liable to ABK for all loss and damage to the Property, howsoever arising, except for fair wear and tear. You must also make all contractual payments due under any maintenance contract associated with the Property.

- If any sums due to be paid under any maintenance contract remain unpaid after 14 days (or any number of days prescribed by ABK from time to time in its sole discretion) of your receipt of first notice to pay, ABK will have the right (but not the obligation) to pay such amounts on your behalf to preserve its interest in the Property and any Security. Any such payments made on your behalf (including any fees, expenses, legal costs, Charges, duties and taxes incurred by ABK) will be added to the Principal Amount.

### **1.9 What if you take out a Mortgage Loan jointly with others?**

- If you take out a Mortgage Loan jointly with others, unless you advise ABK otherwise prior to disbursement, each borrower will be deemed to have an equal interest in the Property and have Joint and Several Liability for the Mortgage Loan and to have agreed to the creation of the Security over the Property.

### **1.10 How are you charged interest under the Mortgage Loan?**

- You will be charged interest on the daily outstanding balance of your Mortgage Loan amount
- If you have taken out a variable interest rate Mortgage Loan based on EIBOR or any Alternative benchmark rates notified by ABK, interest consists of the aggregate of :
  - (a) the relevant EIBOR/ or any Alternative benchmark rates notified by ABK; plus
  - (b) the Margin.
- ABK will review the relevant EIBOR/ or any Alternative benchmark rates notified by ABK periodically. If the relevant EIBOR/ or any Alternative benchmark rates notified by ABK has changed on the processing date, your interest rate will be changed on and from that date to reflect this, subject to a minimum interest rate per annum as specified in the Offer Letter or the Loan Advice or in the Loan Application or any other Loan document or as advised by ABK. This rate will remain fixed until the next review date.
- The relevant EIBOR / or any Alternative benchmark rates notified by ABK and the Margin will be set out in the Offer Letter or the Loan Advice or in the Loan Application or any other Loan document or as advised by ABK. The Margin will remain fixed for the duration of the Mortgage Loan.
- Notwithstanding the above, ABK may review EIBOR/ or any Alternative benchmark rates notified by ABK at a frequency than has been set out in the Offer Letter or Loan Advice or in the Loan Application or any other Loan document, the timing of which can be determined by ABK in its sole discretion.

### 1.11 What happens if the Property is sold before you repay the Mortgage Loan?

- If the Property is sold before the Mortgage Loan amount is fully repaid to ABK, all outstanding amounts owed by you under the Mortgage Loan will become immediately due and payable and you must immediately pay such amounts to ABK.

### 1.12 Can ABK terminate the Mortgage Loan?

- In addition to the other Termination Events, ABK may also in its sole discretion terminate a Mortgage Loan if:
  - (a) you fail to perform or observe any covenant or undertaking under the Mortgage Loan Terms or the General Loan Terms;
  - (b) you fail to pay when due, whether at stated due date, maturity, acceleration or otherwise, any amount payable under the Mortgage Loan;
  - (c) the Mortgage and/or any other Security granted under the Mortgage Loan Terms for any reason ceases to be in full force and effect;
  - (d) the Mortgage Loan Terms, for any reason other than termination or expiration in accordance with their terms, cease to be in full force and effect;
  - (e) there is a material adverse change in the value, condition or permitted use of the Property or any event occurs which ABK determines, in its sole discretion, may adversely affect ABK's interests under the Mortgage Loan Terms, the General Loan Terms or the Mortgage;
  - (f) you default under the SPA, a construction contract, the Mortgage or any other agreement providing Security to ABK against your obligations under the Mortgage Loan Terms or the General Loan Terms;
  - (g) you fail to provide (and if applicable, register and perfect) any Security to ABK's sole discretion and satisfaction, as requested by;
  - (h) there is a sale, lease, condemnation, expropriation, seizure or other disposition of all or any part of the Property without ABK's prior consent;
  - (i) there is any breach of any of your obligations in relation to any Security that you have provided;
  - (j) you sell, lease or otherwise transfer the Property to a third party without ABK's prior consent;

(k) a judgment or order for sale or attachment of all or part of the Property is entered by a court or other relevant authority other than in favor of ABK;

(l) you fail to comply with your insurance obligations and/or any other payment obligations;

- If any of the events referred to in this Clause 1.13 should occur, ABK will give you notice demanding that you cure any such default within three days, failing which, ABK may, without further notice to, approval from, or action by you, terminate a Mortgage Loan.

### **1.13 What happens if ABK terminates the Mortgage Loan?**

- If ABK terminates a Mortgage Loan, in addition to and without prejudice or limitation to ABK's rights, or any other rights under Applicable Laws or otherwise, ABK will have the right on termination to:

(a) enter and/or take possession of the Property and make any repairs or improvements to the Property;

(b) remove, store, sell or otherwise dispose of any furniture, effects, chattels or other items at the Property;

(c) enter into a lease or other agreement with regard to the Property and renew, cancel, negotiate, vary or amend the terms of any lease relating to the Property;

(d) sell or otherwise dispose of the Property on such terms as ABK deems fit; and/or

(e) effect an assignment and transfer of the SPA and if applicable any contracts for the construction and/or maintenance of the Property to ABK or any nominee designated by ABK and cause the title to the Property to be transferred.

(f) Notwithstanding ABK's exercise of its rights under this Clause 1.13, your obligation to continue to pay interest on the Mortgage Loan until it is fully repaid will continue to apply before and after any judgment by any relevant court.

## Glossary

### What do certain capitalized and other terms mean?

- The questions and headings used in these Terms and Conditions are for convenience only and will not affect the interpretation of any of these Terms and Conditions.
- Unless the context otherwise requires, the singular includes the plural and vice versa, and references to one gender include the other.
- Words implying a person or party will, as the case may be, include a sole proprietor, individual partnership, firm, company, corporation or other natural or legal person.
- Unless otherwise stated, references to dates, months and years will correspond to the Gregorian calendar.
- Unless otherwise stated, any reference for you to “contact” or “notify” ABK, means contacting or notifying ABK by any form of Customer Communication or by any other means acceptable to ABK from time to time for the purpose of receiving such contact or notification from you.
- Unless otherwise stated, any reference for ABK to “contact” or “notify you, means contacting or notifying you by any form of Bank Communication or by any other means deemed appropriate by ABK from time to time for the purpose of conveying such contact or notification to you.
- Capitalized terms (e.g. ‘Bank Communications’) have the meanings given to them below:

**Account** any bank account opened by you with ABK;

**Account Information** (without limitation) any information concerning you, the Account Number, the amount of interest paid or credited to the Account, Account transactions, Account balance, Debit Card Number, your (and, if you are an entity or Consumer Corporate Customer, your beneficial owners’) name, Address, date/place of birth, country of residence, social security number, tax identification number, information relating to any funds or investment(s) held by ABK on your behalf or other financial information;

**Account Number** the unique serial number, as designated by ABK in its sole discretion from time to time, to each Account opened with ABK;

**ABK** Al Ahli Bank of Kuwait K.S.C.P – UAE Branches;

**ABK Offering** any product, service, facility, benefit or reward program provided by ABK from time to time;

**ABK Policies** ABK’s own policies and procedures (as amended from time to time by ABK in its sole discretion);

**Account Information** any information concerning information you, and your Account(s), including but not limited to the Account Number, the amount of interest

paid or credited to the Account, Account transactions, Account balance, Debit card Number, your (and, if you are an entity or Consumer Corporate Customer, your beneficial owners’) name, Address, date/place of birth, country of residence, tax identification numbers, or other financial information;

<b>Address</b>	<p>any of the following contact details (as applicable):</p> <p>(a) physical correspondence address (including your residence, principal place of business or other physical address);</p> <p>(b) landline telephone number;</p> <p>(c) mobile telephone number;</p> <p>(d) fax number;</p> <p>(e) e-mail address; and/or</p> <p>(f) any other point of contact or means of reaching you for the purpose of delivering Bank Communications in any form; as maintained in the Records from time to time;</p>
<b>AED</b>	the lawful currency of the UAE;
<b>Alerts</b>	messages or notifications (other than Mobile Responses) sent by ABK to the Customer by SMS, email, secure messaging service or any other available means of communication;
<b>Applicable Laws</b>	any applicable law (including but not limited to any laws and regulations issued by the Central Bank or any other regulator of ABK), Regulation, ordinance, rule, decree, voluntary code, directive, sanction regime, judgment or court order issued by a court having jurisdiction in the UAE, agreement between ABK and any government and regulatory authority, or agreement or treaty between government and regulatory authorities (in each case, whether local, foreign or international);
<b>Assisted Service</b>	the service enabling you to access your Safe Deposit Locker with the assistance and in the company of any ABK employee holding a master key;
<b>Bank Communications</b>	all notices, notifications, cards, PINs, OTPs, Security Information, cheque books, cashier’s orders, Statements of Account, demands, advice, Alerts, Mobile Responses, Telephone Responses, emails, receipts or any other communication sent by ABK to you;
<b>Branch</b>	any of ABK’s branches in the UAE;

<b>Business Day</b>	any day on which banks in the UAE are open for business;
<b>Card</b>	a Debit Card
<b>Central Bank</b>	the Central Bank of the UAE;
<b>Charges</b>	the charges, fees, costs, commissions, penalties, and other expenses (including any Card Charges) payable by you to ABK in relation to the ABK Offerings, or in connection with ABK's compliance with any regulatory obligations as may be set out in the Schedule of Fees or otherwise prescribed by ABK from time to time;
<b>Confidential Information</b>	your Account Information, Security Information, any Bank Communications, Customer Communications and any other information of a confidential nature;
<b>Crossed</b>	that the face of the cheque has two parallel lines drawn across it;
<b>Customer</b>	anyone who uses, participates in, purchases or subscribes to any ABK Offering;
<b>Customer Communications</b>	all notices, instructions and other communications sent by you to ABK;
<b>CSP</b>	a cellular service provider
<b>Current Account</b>	a transactional Account
<b>Cut-Off Time</b>	the latest time in a Business Day at which transactions carried out on that Business Day are processed, as prescribed by ABK from time to time and in its sole discretions and as such may vary for transactions effected via Internet Banking or at Branches.
<b>Debit Card</b>	a debit card issued by ABK to a customer (and includes replacement cards), which is used to enable Debit Card Transactions;
<b>Debit Card Holder</b>	a Customer to whom a Debit Card bearing that party's name is issued by ABK
<b>Debit Card Transactions</b>	any purchase of goods and/or services, Cash Withdrawals or any other transactions effected by the use of a Debit Card, PIN, OTP or in any other manner authorized by the Debit Card Holder;

<b>Digital Confirmation</b>	Electronic or digital signature (or other form of confirmation/acceptance), provide by you;
<b>Disbursement Account</b>	the account into which ABK agrees to disburse the amount of a Loan which, may be to your Account or that of a third party and which may be held with ABK or a third party bank of financial institution acceptable to ABK
<b>Electronic Banking</b>	Mobile and/or Internet Banking;
<b>Electronic Instructions</b>	an Internet Banking Instruction;
<b>Exceptional Overdraft</b>	the amount of withdrawal from an Account by which the spending limit is exceeded without you having previously applied to ABK for an overdraft in respect of that amount;
<b>Form</b>	any form prescribed by ABK for a particular purpose (such as but not limited to an application for a particular ABK Offering or an instruction to ABK) which may be completed:  (a) any means of instruction or confirmation prescribed by ABK from time to time;
<b>Internet Banking</b>	the personal internet banking service that ABK makes available on the Website, accessible through the internet network, to enable electronic receipt and transmission of information and Internet Banking Instructions;
<b>Internet Banking Instructions</b>	any request, confirmation, consent or other similar communication sent by you to ABK via Internet Banking;
<b>ISP</b>	the internet service provider used by the customer
<b>Liability</b>	(whether arising in relation to you, to ABK or to any third party) any loss, claim, demand, delay, obligation, expense, damage, cost, proceedings, penalties or charges or any other liability including legal costs, for any loss however caused (including any loss whether direct, indirect, consequential or incidental, even if advised of the possibility of such loss or damages) and irrespective of whether any claim is based on the loss of profit, business revenue, investment, goodwill, interruption of business or anticipated savings or loss of data;
<b>Minimum Balance</b>	the minimum balance which you must have in a particular Account (subject to change from time to time by ABK in its sole discretion and without any obligation to give prior notice to you);

<b>Mobile App</b>	any one of ABK’s downloadable mobile banking applications as may be introduced, replaced, updated, upgraded or modified from time to time;
<b>Mobile Banking</b>	the service which allow the Customer to make mobile requests via mobile phone to receive alerts and mobile responses and any other additional services that may be provided by ABK to the customer from time to time using the MobileApp;
<b>Mobile Device</b>	any personal electronic device used by the Customer to access and make use of Mobile Banking (for example, a smart phone or tablet)
<b>Mobile Response</b>	the information or confirmation of execution sent by ABK to a customer in response to a Mobile request and/or any other measures giving effect to any Mobile Request;
<b>Password</b>	a unique alpha-numeric expressions used by a Customer to access Internet Banking;
<b>Prohibited Country</b>	any country designated from time to time by Applicable Laws as a country with which dealings would be restricted;
<b>Property</b>	in the case of a Mortgage Loan:  (a) a completed residential property (b) any other real property that ABK is willing to lend against
<b>Records</b>	any data, recording, book, documentation, record or account maintained by ABK in any form, whether originals or copies, including but not limited to printout, digital, electronic, audio or video in respect of a Customer, the Customer’s use of any ABK Offerings, Account Information and any dealings or correspondence with the Customer;
<b>Regulations</b>	any sanctions programs, tax regulations or other regulations or recommendations including without limitation, embargoes, sanctions, and export controls against countries, states, entities, vessels or persons issued by the United Nations, OFAC or any other applicable body or jurisdiction (in each case, whether local, foreign or international);
<b>Safe Deposit Locker</b>	a safe deposit locker made available for hire by ABK;
<b>Savings Account</b>	an account to allow you to save money;
<b>Security Information</b>	your User ID, Password, your secret answers to any security questions and any other information that ABK may require you to provide in order to access electronic banking;
<b>Seller</b>	the seller of a Property under an SPA;

<b>SMS</b>	short messaging service sent over a Mobile Device;
<b>SPA</b>	the sale and purchase agreement in relation to a property
<b>Statement of Account</b>	an E-Statement or a Paper Statement, as applicable;
<b>Tax Obligation</b>	any obligation to deduct or withhold for or on account of any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same as well as any related obligation to provide information and make notifications), including, but not limited to, any applicable FATCA/CRS Obligations;
<b>Terms and Conditions</b>	<p>(a) these general terms and conditions for consumer banking;</p> <p>(b) the terms of any application form in respect of any ABK Offering;</p> <p>(c) the terms of any Loan Advice; and/or</p> <p>(d) Schedule of Fees as amended or supplemented from time to time;</p>
<b>TSP</b>	the telecommunications service provider used by the Customer;
<b>UAE</b>	the United Arab Emirates;
<b>Unforeseen Circumstances</b>	acts of God or other unforeseen circumstances outside of ABK which impacts ABK’s ability to perform any of its obligations under these Terms and Conditions including, without limitation, failure or unavailability or impairment of telecommunications systems and communications networks, computer or data processing/storage facilities or any other facilities or services used by ABK, mechanical failure, power failure or variation in the supply of power, malfunction, breakdown or inadequacy of equipment, machinery, systems or software failure, Viruses, strikes, riots, acts of war, lockouts or industrial disturbances and/or governmental action;
<b>User ID</b>	the identity number assigned to the Customer by ABK for accessing Internet Banking
<b>VAT</b>	value added tax or any like tax imposed in any jurisdiction from time to time;
<b>Website</b>	ABK’s digital website as may be introduced, replaced, updated, upgraded or modified from time to time;
<b>You or “you”</b>	the party applying for an ABK Offering or the Customer, and “Your” will be construed accordingly.