

TERMS AND CONDITIONS
UAE - CONSUMER BANKING
Dated 23 June 2025



Contents

1. General Terms	10
1.1 What is covered by these Terms and Conditions?	10
1.2 When are you bound by these Terms and Conditions?	10
1.3 How do you become bound by the Terms and Conditions?	10
1.4 What should you do if you do not understand something in these Terms and Conditions?	11
1.5 How do I sign up for an ABK Offering?	11
1.6 Can a Retail Corporate sign up for an ABK Offering?	11
1.7 What if I have difficulty in reading or writing?	11
1.8 Are these Terms and Conditions the only terms and conditions, which apply, to you?	12
1.9 Can ABK restrict availability of an access to ABK Offerings?	12
1.10 Personal Data	13
2. Customer Communications	14
2.1 How will you communicate with ABK?	14
2.2 Do any special conditions apply to Customer Communication to ABK electronically or telephone? 15	
2.3 Are there any other reasons for which ABK can delay or refuse to process Customer Communication?	16
2.4 What is your liability in relation to Customer Communications?	16
3. Bank Communications	17
3.1 How will ABK communicate with you?	17
3.2 What happens if Bank Communications are lost or not received by you?	18
4. Communication by Telephone, Mobile, Fax, Email and Internet	18
4.1 What risks do you need to be aware of when sending or receiving communication by telephone, mobile, fax, email or internet?	18
5. Changes to these Terms and Conditions	19
5.1 Does ABK have a right to vary these Terms and Conditions?	19
6. Security Measures	20
6.1 Should you take any security measures in relations to your use of ABK Offerings?	20
6.2 What if your Security Information has been lost, stolen or disclosed to a third party?	21
7. Records	21
7.1 What records does ABK keep and how are they used?	21
8. Your Information	22
Consumer Banking – UAE	2
Terms & Conditions	

8.1 What are your obligations to provide information?	22
8.2 What are your obligations in respect of any information and documentation that you provide ABK?	22
8.3 How will information relating to you be processed by ABK?	23
8.4 To whom will ABK disclose information relating to you?	23
9. Sanctions and Regulatory Requirements	24
9.1 What obligations do you have in relation to sanctions and regulatory requirements?	24
10. Fee & Charges and Other Amounts Payable to ABK and Application of VAT	25
10.1 What are ABK's Fees and Charges?	25
10.2 Are you liable for VAT?	25
11. Delegation of Authority to Operate an Account	26
11.1 Can you delegate operation of your Account to someone else?	26
12. Statement of Account	27
12.1 Will ABK issue any statements for your Account?	27
12.2 What do you need to do if you have received an E-Statement but cannot access it?	27
12.3. What happens if you do not receive your Statement of Account?	27
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?	27
13. Suspension, freezing, blocking, putting on hold and closure of an Account, termination rights and other remedies Suspension, Freezing, Blocking or Putting on hold.	28
13.1 Under what circumstances can ABK suspend, freeze, block or put a hold on your Account?	28
13.2 Closure	29
13.2.1 How to close your Account?	29
13.2.2 Do you need to pay any charges when your Account is closed?	29
13.2.3 Can ABK close your Account?	30
13.3 Inactive / Dormant Account	30
13.3.1 Can your Account be treated as inactive / Dormant?	30
13.4 General Card Terms	31
13.4.1 Whose property is the Card?	31
13.4.2 Who is responsible for the Card?	31
13.4.3 Can you have more than one Card for your Card Account?	32
13.4.4 How do you use your Card?	32

13.4.5 How can you use your Card’s Contactless Technology feature?	33
13.4.6 What can ABK use as evidence of your Card Transactions?	33
13.4.7 Are there any spending or withdrawal limits?	33
13.4.8 Can ABK decline your Card Transaction?	34
13.4.9 Are there any charges for using your Card?	35
13.4.10 What should I do if my card is lost, stolen or damaged?.....	35
13.4.11 What should I do if I have entered my PIN incorrectly 3 times and above?.....	35
13.4.12 What should I do if I suspect suspicious of fraudulent activity on my card?.....	35
13.4.13 Is there a time frame to report suspicious or fraudulent activity?	36
13.5 Termination rights and other remedies	36
13.5.1 When can ABK terminate its relationship with you?.....	36
13.6. Unforeseen circumstances.....	36
13.7. Survival of Terms and Conditions	36
13.7.1 What happens when your use of an ABK Offering is cancelled expires or is terminated?	36
14. Language.....	37
14.1 What happens if there is an inconsistency between Arabic and English texts of these Terms and Conditions?.....	37
15. No Waiver	37
15.1 What if ABK doesn’t exercise a right or remedy against you, or delays doing so?.....	37
16. Governing Law and Jurisdiction.....	37
16.1 Which laws govern the relationship between you and ABK	37
PRODUCT SPECIFIC TERMS AND CONDITIONS	38
1. Bank Accounts	38
2. Current Accounts.....	39
2.1. What are the features or restrictions on your Current Account?	39
3. Savings Accounts	40
3.1 What are the features or restrictions on your Savings Account?.....	40
3.2 Can you make withdrawals from a Savings Account?	40
3.3 Joint Account	40
4. Fixed Term Deposit Accounts	41
4.1 What are the features or restrictions of your Fixed Term Deposit Account?	41
4.2 How interest is calculated Fixed Term Deposit Account?	42

4.3 Can you make partial withdrawals from a Fixed Term Deposit Account?	42
4.4 What happens if you withdraw a Fixed Term Deposit before maturity?	42
4.5 What happens on the expiry of the agreed term of a Fixed Term Deposit?.....	43
Using Your Account	43
5. Making deposits into an Account	43
5.1 How do you make deposits into your Account?	43
5.2 Can you assign or charge by way of Security the amounts deposited into your Account?.....	44
6. Making withdrawals from an Account	44
6.1 How do you make a withdrawal from your Account?	44
7. Transferring funds from an Account.....	44
7.1 How do you make a Funds Transfer?	44
7.2 What if the payee is in another country?.....	45
7.3. What restrictions should you be aware of when making a Funds Transfer?.....	45
7.4 What if your Funds Transfer is rejected by the payee bank?	47
7.5 Can ABK attempt to execute Funds Transfer after the transfer date or expiry date of your standing order?	47
8. Cheques	48
8.1 What are the features or restrictions of Cheque Book	48
8.2 How can you obtain a cheque book?	49
8.3 When is a cheque deposited with ABK credited to your Account?.....	49
8.4 In what circumstances can ABK refuse to honor a cheque written by you and what is your Liability for ABK honoring a cheque?	50
8.5 In what circumstances can ABK refuse to accept a cheque to be credited to your Account?	51
8.6 What happens if a cheque that you have written bounces?	51
8.7 What if your cheques become lost or the subject of fraudulent activity?.....	52
8.8 Partial cheque clearing:.....	52
Services	53
9. Debit Cards	53
9.1 When and how do the Debit Card Terms apply to you?.....	53
10. Safe Deposit Lockers	56
10.1 How can you rent a Safe Deposit Locker?	56
10.2 How long can you rent the Safe Deposit Locker for?.....	56

10.3 What do you need to pay to rent the Safe Deposit Locker?.....	56
10.4 How can you access the Safe Deposit Locker?.....	56
10.5 Can you grant access to the Safe Deposit Locker to other people?	57
10.6 Can ABK move the Safe Deposit Locker?.....	57
10.7 Are there any restrictions regarding the contents of the Safe Deposit Locker?.....	57
10.8 What is the extent of ABK’s responsibility for the contents of the Safe Deposit Locker	58
10.9 How can the Safe Deposit Locker rental be terminated?	58
10.10 What happens upon termination of the Safe Deposit Locker rental?	59
10.11 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?	59
10.12 What happens if you fail to remove the contents of the Safe Deposit Locker on termination of the rental?	59
10.13 What happens if you die or lose your mental capacity during the term of the rental of the Safe Deposit Locker?	60
ELECTRONIC BANKING	61
1. Electronic Banking	61
1.1 How do the Electronic Banking Terms apply to you?	61
1.2 What services are available via Electronic Banking?	61
1.3 What if you enter incorrect Security Information?.....	61
1.4 Are there any Charges in connection with Electronic Banking?	62
1.5 How are Electronic Instructions processed by ABK?.....	62
1.6 Who is responsible for the equipment and software required to use Electronic Banking?.....	62
1.7 What is ABK not liable for in relation to Electronic Banking?	63
1.8 Can your access to Electronic Banking be suspended or terminated?.....	64
2. Mobile Banking.....	65
2.1 How can you use Mobile Banking?.....	67
2.2 How do you apply for Mobile Banking?	67
2.3 What are the conditions of usage of the MobileApp?.....	67
2.4 Can you rely on the accuracy, consistency and security of the MobileApp?	68
2.5 What security measures should you take in relation to Mobile Banking?	68
2.6 What is ABK not liable for in relation to Mobile Banking?.....	68
2.7 Can your access to Mobile Banking be suspended or terminated?	68

2.8 When are Funds Transfers effected via Mobile Banking processed?	69
3. Internet Banking	69
3.1 How can you use Internet Banking?	69
3.2 How do you apply for Internet Banking?	69
3.3 Can you rely on the accuracy, consistency and security of the Website?	69
3.4 What security measures should you take in relation to Internet Banking?	70
3.5 What other restrictions apply in relation to your use of Internet Banking?.....	71
3.6 When are Funds Transfers effected via Internet Banking processed?	71
AL ETIHAD PAYMENTS (AEP)	71
1.1 How can you access and use the AEP?	71
LOANS	73
1. Loan Application	73
1.1 How and when do the Loan Terms apply to you?.....	73
1.2 How do you apply for a Loan?	73
1.3 What if you are an ABK employee?	73
2. Cancellation of Commitment	73
3. Provision and use of a Loan	74
3.1 How and when will you receive a Loan?	74
3.2 Are there any restrictions on the use of a Loan?	75
4. Repayment and other payments	75
4.1 How will you have to repay a Loan and make related payments?	75
4.2 Can you defer your repayments?	76
5. Late Payments	76
5.1 What can ABK do if you fail to repay a Loan, a repayment instalment, interest or Charges when due?	76
6. Prepayment	77
6.1 Can you prepay a Loan early?	77
7. Interest	77
7.1 Is interest payable and how is interest calculated?.....	77
7.2 Can ABK vary the Loan Interest Rate?	78
7.3 Will there be any Default Interest payable by you?	78
8. Other Charges and Costs	78
Consumer Banking – UAE	7
Terms & Conditions	

8.1 What other charges and costs may you be subject to?	78
9. Security and Salary Assignment or Income Assignment	79
9.1 When might you be required to provide ABK with Security?	79
9.2 When might ABK require you to provide cheques as Security?	79
9.3 What are the consequences of providing a security cheque?	79
9.4 When might ABK require you to provide Fixed Deposit as Security?	79
9.5 What are the consequences of providing of Fixed deposit?	80
9.6 When might ABK require you to provide a salary assignment or income assignment?.....	80
10. Repayment Account	81
10.1 What are your obligations regarding the Repayment Account?	81
11. Your Representations, Warranties and Undertakings	81
12. Rights of ABK	81
12.1 What rights does ABK have in relation to your repayments?	81
12.2 Can ABK vary the Charges relating to a Loan?	82
13. Termination	82
13.1 Can ABK terminate a Loan?	82
13.2 What happens if ABK terminates a Loan?	83
14. Joint Liability	84
14.1 What if you are not the only borrower?	84
15. Insurance	84
15.1 Can ABK maintain an insurance policy covering my repayment obligations under a Loan?	84
15.2 Are there any fees applicable to any such insurance policy?	84
15.3 What are your rights and obligations in relation to any such insurance?	84
16. Warning	85
Glossary	86

Al Ahli Bank of Kuwait K.S.C.P – UAE Branches is a bank licensed and regulated by the Central Bank of the United Arab Emirates and will refer to it as (the Bank or ABK)

Following Terms and Conditions are applicable to each account you open with ABK and avail its services. Your signature on the Account Opening Application (as hereinafter defined) or your subscription to any Banking Service shall constitute your acceptance to these Terms and Conditions.

You may visit our branches for any assistance, complaints / queries or contact us via our website www.eahli.com.

You can submit your complain to the Complaint Unit either hand delivered or via mail / fax / email / online.

- Dubai Branch: Opposite Hamarain Centre, Abu Baker Siddiqui Road, Deira, Dubai - UAE.
- Abu Dhabi Branch: EIBFS Building, Ground Floor, Al Muroor Street, Abu Dhabi - UAE.
- Tel: +971 4 607 5555 Fax: +971 4 2684445
- 24/7 call center number +971 4 607 5507 (within / outside UAE).
- Email: complaints@abkuwait.com.
- Website: www.eahli.com

The Bank shall provide a written acknowledgement of the Complaint filed with Bank, with details of the Complaint process within two (2) complete business days of receiving the Complaint. A unique service request number will be assigned to you.

The Bank shall send you in writing, its final response with detailed reasons within 30 complete business days of receiving a Complaint.

If for any reason you are not satisfied with our complaint resolution, you have the right to refer your complaint to the Central Bank: www.centralbank.ae

1. General Terms

1.1 What is covered by these Terms and Conditions?

- These Terms and conditions govern your entire - banking relationship and interaction with ABK and will continue to apply throughout your 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 banking 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 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 ABK (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, 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.

1.10 Personal Data

- In line with applicable data protection laws and regulations, ABK is committed to provide high-level protection regarding the processing of your personal data.
- For the following requirements, ABK may collect, use, store, disclose or otherwise process your personal data:
 - (a) Account Opening process , including risk basement and assessing your suitability and performing necessary checks;
 - (b) Obtain credit Score from Al Etihad Credit Bureau
 - (c) Improving the ABK’s website and its content;
 - (d) Establishing and managing banking relationships and accounts by providing excellent services;
 - (e) With an aim to improve ABK product and Services, conducting surveys and market research.
 - (f) Updating you about ABK’s services as part of marketing and promotions.
 - (g) Preventing, detecting, investigating and prosecuting crimes (including but not limited to money laundering, terrorism financing, frauds and other financial crimes) in any jurisdiction through identity verification, government sanctions screening and due diligence checks;
 - (h) Complying with all the applicable laws, regulations, policies, voluntary codes, judgements or court orders, as well as any request by any authority, regulator or enforcement agency.
 - (i) Establishing, exercising or defending legal rights in connection with legal proceedings (including any prospective legal proceedings) and seeking professional or legal advice in relation to such legal proceedings; and
 - (j) Surveillance of premises (including automated teller machines).
- You hereby authorizes the ABK, its officers and employees to disclose information relating to his/her Account, including but not limited to his/her personal data and details of credit

- facilities made available to him/her by the Bank to (i) any subsidiary or affiliate of the Bank; (ii) the Bank's professional advisors who are under a duty of confidentiality; (iii) any actual or potential participant or sub-participant in relation to any of the Bank's rights and/or obligations under any agreement with the Bank, or its transferee or assignee (or any adviser or agent of any of the foregoing); (iv) any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection; and (v) any court or supervisory, regulatory, governmental or quasi-governmental authority. (vi) Al Etihad Credit Bureau.
- Customer personal data is processed in accordance with the applicable laws and regulations. To comply with legal retention obligations or in accordance with applicable statutory limitation periods, at the expiry of such periods, your personal data will be deleted or archived.
 - In line with the applicable laws, regulations and/or banking industry guidelines, you may have the right to request the Bank, to access and rectify or delete your personal data. You are also entitled to request a restriction of the processing of your personal data or to object to such processing on legal grounds.
 - You are entitled to lodge a complaint with any competent data protection authority concerning compliance with any applicable data protection laws and regulations.

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:
 - in writing, or by fax or by Email (subject to indemnities);
 - 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 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?

- The address stated by you in the Account Opening Application shall be the selected place of domicile on which You shall receive all notices.
- 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, Email and Internet

4.1 What risks do you need to be aware of when sending or receiving communication by telephone, mobile, fax, email 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, email 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, email 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

5.1 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), Fees and 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 60 days prior 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 consumer 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 genuines 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 and 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 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:
 - i. located or domiciled in any country that is a Prohibited Country; or
 - ii. 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:
 - i. connected to a person or entity; or

- ii. 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:
- i. any ABK Offering;
 - ii. any funds deposited with ABK;
 - iii. any funds lent, contributed or otherwise made available to you by ABK; or
 - iv. 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. Fee & Charges and Other Amounts Payable to ABK and Application of VAT

10.1 What are ABK's Fees and Charges?

You may have to pay Fee and Charges for various ABK Offerings provided to you, as published from time to time. (Please refer to our schedule of charges on our website www.eahli.com)

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 agreed with You. 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?

- The Bank will provide a written notice to You within 24 hours to inform of the blockage details and the action You should take (unless the Bank prohibited from giving such notice under Applicable Laws or if the transaction is related to risks of financial crime).
- 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 Incapacity and Bankruptcy:
In the event of incapacity or bankruptcy (or another similar proceeding) of You, the Bank shall not be liable for any loss which may arise from dealings on the Account, unless and until the Bank has received a written notice of the same, together with such documents which are satisfactory to the Bank. In those circumstances, the Bank shall suspend all dealings on the Account until a duly appointed successor or court appointed officer has been empowered to deal with the Account¹.
 - (b) if so appointed, your Nominee's death or legal disability; or
 - (c) in the case of a minor, the Guardian's death or legal disability;
 - (d) 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;
 - (e) 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;
 - (f) if ABK believes that you are no longer a resident of the UAE or that you are likely to permanently leave the UAE;
 - (g) if you fail to provide the Bank with any information / documentation or KYC documents including identification documents (despite the Bank sending reminders 90

days before expiry of such document) that ABK is required to maintain in accordance with Applicable Laws and/or ABK's own policies or is otherwise requested by ABK;

- (h) if any credit facilities and / or fees due to the Bank remains unpaid.
- (i) if your Account is in the process of being closed. If the Customer fails to respond to the Bank's written notices within 90 days to provide updated identification details, Debit / Credit Cards for all types of transactions, including ATM withdrawals will be blocked. Other operations in the accounts will be permitted through the branch.

- The Bank reserves the right in its sole discretion to reject or suspend an Instruction in the event of it being incorrect, inconsistent, incomplete or not submitted in the form requested by the Bank, or in the event of it being in breach of any of the Bank's internal policies or any applicable laws and regulations.
- The Bank 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?

- No closing fee or penalty if the account has been open for a period of 6 months or more.

13.2.3 Can ABK close your Account?

The Bank will inform you 60 calendar days in advance in writing of its decision to close the account with the reason, except if there suspicion of financial crimes.

- 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 marked inactive or dormant;
 - (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 / Dormant Account

13.3.1 Can your Account be treated as inactive / Dormant?

- ABK may de-activate your Account and take such appropriate action as deemed necessary to safeguard the funds held in it if:
 - (a) ABK is not aware of your most up-to-date Address.

- (b) If you have a single or multiple accounts and there are no transactions for a period of 1 year in any one of the accounts, then that account will be flagged as "Inactive".
- (c) After a period of 3 years and a waiting period of 3 months from the date of last communication, your account will be marked as 'Dormant'.
- (d) In case of a Dormant Account, the Bank shall notify you accordingly. If the Bank does not receive a response, the Bank may take all steps it deems necessary in accordance with its internal policies and the applicable laws and regulations (including to transfer all amounts standing to the credit of the Dormant Account to a dormant account ledger maintained by the Bank or the Central Bank of the UAE). Rejecting transactions on the Dormant Account and/or restricting access to it are some of the precautionary measures that the Bank may impose until a Dormant Account is re-activated.
- (e) You must submit a request to the Bank in case You wishes to claim funds or re-activate a Dormant Account.
- (f) You will remain liable to pay to the Bank all accrued fees in relation to the Dormant Account. If any amount standing to the credit of the Dormant Account is transferred to the Central Bank of the United Arab Emirates, any claim for return of the funds will be submitted to the Central Bank of the UAE

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 authorization and fraud prevention procedures, ABK may also refer an authorization 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 authorize 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 authorized 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 (within Kuwait) or +971 607 5507 (within UAE) and +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 (within Kuwait) or +971 607 5507 (within UAE) and +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 (within Kuwait) or +971 607 5507 (within UAE) and +965 22442211 for International calls, 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.
- 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.
- These Terms and Conditions shall be construed in accordance with the laws of United Arab Emirates and the rules and regulations of the Central Bank of United Arab Emirates. The Courts of the applicable Dubai/Abu Dhabi shall have exclusive jurisdiction to hear and determine any action arising out of or in connection with any Account and Banking Service. The submission to the jurisdiction of the courts of the applicable Emirate shall not be construed so as to limit the right of the Bank to take proceedings against You in any other court of competent jurisdiction.

INDEMNITY:

- You undertakes to indemnify the Bank and hold it harmless against any and all claims, losses, damages, costs and expenses, including legal fees, arising out of or in connection with the Account or the Banking Services.

PRODUCT SPECIFIC TERMS AND CONDITIONS

1. Bank Accounts

- In addition to the terms and conditions, if any, set forth in the application form completed by the You, You agree that the following terms and conditions are applicable to all Account types opened with the Bank:
 - 1.1 You acknowledges that no Account will be opened until You sign the Account opening Application Form along with all other documentation required by the Bank at its sole discretion is received.
 - 1.2 You must immediately inform the Bank in writing of any change in Your contact details or any other details given in the Account Opening Application You shall have the right to a Cooling-Off period of five (5) business days from the date of signing the Account application form. During this period You have the right to cancel the Account application form without incurring any undue charges or penalty. The Bank shall consider silence from You after passing the five (5) business days as acceptance of the application. However, if You wish to waive the Cooling-Off-Period, You may sign the waiver letter attached to the Key Fact Statement.
 - 1.3 The Bank may at its sole discretion issue Your cheque book which may be made available for collection by You or Your authorized signatory/attorney at the branch at which the Account was opened.
 - 1.4 You accepts all costs, expenses, and risk whatsoever in connection with any Account denominated in any currency including without limitation, any valid legal or regulatory restriction international or domestic. The Bank shall not be liable for any loss or delay pursuant thereto.

- 1.5 You agree that the Bank has ownership rights in respect of the Account's number and has the right to modify the Account's number at any time with prior written notice to You. You may request the Bank in writing to open an additional Account. Unless agreed otherwise, these Terms and Conditions shall apply to any Account opened with the Bank but linked to Your Identification Number.

2. Current Accounts

Subject to the Bank's sole discretion and the applicable laws and regulations of the CBUAE, You may be eligible to open a Current Account.

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

- In order to hold a current account you must:
 - a. Be a UAE National
 - b. Be a GCC National or
 - c. Hold a valid residence visa
- If, after making reasonable efforts to contact you at your address, and ABK believes that:
 - a. 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.

- 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.

3. Savings Accounts

3.1 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.

3.2 Can you make withdrawals from a Savings Account?

- You can make withdrawals from a Savings Account

3.3 Joint Account

- An Account may be opened in the name of more than one Customer (“Joint Customers”).
- The Joint Customers holding an Account (“Joint Account”) shall nominate one of them to become their sole representative in all correspondences and dealings with the Bank. In the absence of any such instruction, all the holders of the Account shall operate the Joint Account jointly.
- Any balance deposited in the Joint Account shall remain jointly owned by the Customers in equal basis unless they agree otherwise.
- All funds belonging to any of the Joint Customers and coming into the Bank’s possession at any time may at the Bank’s sole discretion (and in the absence of a contrary Instruction) be deposited in the Joint Account.
- Each Joint Customer hereby authorizes the other to deposit in the Joint Account any cheque or other payment instruments belonging to the Joint Customers.

- The credit balance available in the Joint Account shall be subject to withdrawal, transfer or other disposal in whole or in part by the Joint Customers or anyone of them or his/her/their legal representative without liability whatsoever on the Bank's part.
- If the Bank receives conflicting Instructions from the Joint Customers, the Bank shall have the right at its sole discretion to require a fresh Instruction from all the Joint Customers before giving effect to any Instruction without any liability on the Bank.
- The liability of each of the Joint Customers shall be joint and several, and the liability of any one of them shall not be affected in any way by reason of the Bank releasing or varying the liability hereunder or making any other arrangement with any of the Joint Customers.

4. Fixed Term Deposit Accounts

- Subject to ABK's sole discretion in terms of minimum amount, you can open a fixed deposit Account with ABK.
- ABK will issue a confirmation letter upon opening a fixed deposit stating the principle amount, the term of the fixed deposit and the interest rate applied.
- Upon Maturity if you do not wish to renew the fixed Deposit, inform the Bank at least ~~two (2)~~ seven days (7) Business Days prior to the maturity date of the fixed deposit.
In case of failure to do so; the Bank will renew the fixed deposit together with interest accrued for a similar period at the ABK's prevailing rate of interest on the date of such renewal.
- ABK will pay the principal amount of the Fixed Term Deposit together with any accrued interest, less applicable charges, if not already paid to you, into the Account from which the Fixed Term Deposit was originally transferred .
- ABK may amend the maturity date of the fixed deposit or prematurely close the fixed deposit if required or permitted by the applicable laws or regulations

4.1 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.

4.2 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.

4.3 Can you make partial withdrawals from a Fixed Term Deposit Account?

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

4.4 What happens if you withdraw a Fixed Term Deposit before maturity?

- Fixed Deposit cannot be broken if there is any lien / collateral placed on the fixed deposit or if there is a court order on the same.
- Should you decide to change the tenor before the maturity of the existing fixed deposit, it will be pre-closed, and a new deposit will be placed with the prevailing agreed interest rate.
- Where you have made a Fixed Term Deposit with ABK, ABK's obligation to repay the deposit will arise at maturity.
- 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 2% pre-closure fee in line with CB UAE regulation

4.5 What happens on the expiry of the agreed term of a Fixed Term Deposit?

- ABK will send renewal reminder notice 30 days before maturity date of your Fixed Term Deposit to your registered contact details with the Bank.
- 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

5. Making deposits into an Account

5.1 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.

5.2 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.

6. Making withdrawals from an Account

6.1 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.

7. Transferring funds from an Account

7.1 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;
- 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.

7.2 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.

7.3. 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.
- Cooling –Off- Period, does not apply to transfers as funds are debited and remitted immediately
- 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 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. Transactions using the AEP will be executed in accordance with and subject to the Aani Scheme Rules.
- 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.

7.4 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.

7.5 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.

8. Cheques

8.1 What are the features or restrictions of Cheque Book

- The proceeds of cheques or other payment instruments shall not be available for withdrawal from the Account until those cheques or other payment instruments are collected by the Bank. The Bank reserves the right to debit the Account or demand payment from the Customer for any amount exceptionally or mistakenly credited which subsequently remained not paid.
- The Bank shall not be held liable for the failure to credit or delay in crediting the Account.
- Subject to the Bank's sole discretion, the Bank can issue the Customer a cheque book which may either be sent by courier/mail to the Customer's address specified in the Account Opening Application at the Customer's responsibility and without any liability on the Bank or the Bank may make the cheque book available for collection by the Customer or his/her representative at the Bank's premises.
- The Customer undertakes to keep the cheque book in safe custody and place to avoid any misuse or fraudulent action on the cheque book by others. In the event of loss or theft of the cheque book or any cheque, the Customer shall promptly notify the competent authorities and give immediate written notice to the Bank to stop the payment of the lost or theft cheque. The Customer agrees that the Bank shall not be held liable for any loss arising thereof.
- The total amount of cheques drawn on a current Account but not yet presented for payment must not at any time exceed the credit balances on the Account. The Bank will levy the charge set-out in the Charges Schedule for any cheque which is returned un-paid for lack of funds. If, within a specific period, the number of cheques returned due to insufficient funds exceeds the limit set by the Central Bank of United Arab Emirates, the Bank will close the Account, collect from the Customer any un-issued cheque and report the name of the Customer and returned cheque details to the Central Bank of the United Arab Emirates or any competent authority without any notice to the Customer or any liability on the Bank.

- The Bank shall not be liable for its failure to give notice to the Customer of a dishonored cheque or any claim arising as a result of returning a dishonored cheque.
- The Bank reserves the right to refuse to comply with an Instruction to draw from the current Account (unless such an Instruction is made by cheque).
- The Bank shall not be held liable in the event that a post-dated cheque was inadvertently honored before its due date.
- The Customer agrees that the Bank shall only accept an Instruction to stop payment of a cheque if it is compliant with the applicable laws and regulations. However, the Bank shall not be held liable for any consequences for accepting an Instruction, which is not compliant with the applicable laws and regulations, including without limitation fees (including legal fees), costs, expenses and penalties, which may arise out of its compliance with such an Instruction.
- The Bank may agree to accept, but without assuming any liability, cheques and other payment instruments for deposit, provided that they are made out in favor of the Customer or endorsed to his/her order. For this purpose, the Bank shall be deemed to be the Customer's agent.

8.2 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.

8.3 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.

8.4 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 ABKB'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.

8.5 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.

8.6 What happens if a cheque that you have written bounces?

- You must ensure to maintain sufficient funds at all times in case of 4 cheques returned unpaid due to insufficient balance within a period of one year, your credit ratings can be affected which may limit your ability to access future products and financing.
- 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.

8.7 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.

8.8 Partial cheque clearing:

- The Bank will process partial payment of cheque(s) that has been returned due to insufficient funds in the account upon request from the beneficiary(ies)/bearer
- To avail of partial payment, the beneficiary(ies)/bearer of the cheque(s) can directly approach the issuing bank and request to partially pay the value of the cheque(s) up to the available funds.
- The issuing bank will pay the beneficiary upon each successful partial payment and will stamp the back of the original cheque(s) confirming that the partial payment is concluded. The original cheque(s) will be returned to the beneficiary(ies)/bearer along with a Partial Payment Certificate that includes the following details of the cheque(s) issuer:
 - (a) Emirates ID No., Passport No. or Trade License No. of the cheque(s) issuer
 - (b) Cheque(s) issuer ID number
 - (c) Cheque(s) issuer IBAN number
 - (d) Cheque(s) issuer telephone number
 - (e) Cheque(s) issuer detailed address
- The bearer of the cheque(s) has the right to claim the remaining amount until the full value is paid or it becomes stale i.e. within 180 days from date of the cheque(s). Even after

receiving partial payment, the beneficiary does not lose the right of legal recourse against issuer of the cheque(s) in case of non-payment of full check amount.

- Partial payments can be processed for cheque(s) returned due to insufficient funds
- Only ABK issued cheque(s) will be processed by the Bank. For non-ABK issued cheque(s), please visit the cheque(s) issuing bank to process your partial payment.
- Beneficiaries holding ABK cheque(s) can approach our teller counter at our branches only for processing the partial payment with Returned cheque(s) (original) to process the partial payment.

Services

9. Debit Cards

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

- ABK at its sole discretion may issue a Debit Card
- You / the Cardholders shall be jointly and severally liable to the Bank.
- ABK will send the Card to your registered address with the Bank.
- In case of failure to collect / receive the Card within a period specified by the Bank in accordance with its internal policies, the Card will be cancelled.
- Upon receipt of the Card ensure to sign on the panel on the back of the Card.
- 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)The Card remains the property ABK at all times, and ABK, in its sole discretion can cancel the validity of the Card and request you to return it to ABK or refuse to renew a Card.
- The Card is issued at the risk of the Cardholder, and the Cardholder agrees to indemnify the Bank for any loss or damage arising from the use the Card.
- Cards can be subject to fraud or misuse you must undertake proper usage and safe custody of the Card.

- You shall take every possible care to prevent the Card from being lost or stolen.
- You undertake not to disclose your PIN to any person, and in the event of the PIN becoming known to a person other than you, that person may be treated by the Bank as the Cardholder's agent, and the you indemnify the Bank against any losses or damages which the Bank may incur as a result of the PIN becoming known to such person.
- In the event that the Card is lost or stolen or the PIN is disclosed to any other person, you must immediately report the said loss, theft or disclosure, together with the Card's details, to the Bank in person or by calling the Bank or any other number specified by the Bank from time to time. Until the said loss, theft or disclosure is reported to the Bank, the Cardholder shall be responsible for the transactions processed on the Card, and the Bank shall not be liable for any loss resulting from such loss, theft or disclosure.
- Where verbal notice of loss, theft or disclosure referred to above is given you to the Bank, you must confirm such to the Bank in writing within 48 hours of receipt of verbal notice.
- ABK shall debit the Account with the amount of any withdrawal or payment made by you.
- ABK may in its sole discretion and without notice to you refuse to authorize a withdrawal or a purchase.
- Any transaction on the Card in a currency other than United Arab Emirates Dirham (AED) will be converted on the date of the transaction into AED at ABK's rate of exchange.
- The Card shall be used within the default limit of daily withdrawals or payments set out by ABK in its sole discretion. However, you may request from the Bank and the Bank may approve to change the default limit after the Bank issues the Card.
- You shall hold the Bank harmless from any claim, loss or damage arising directly or indirectly from a malfunction of the Card or the Automated Teller Machine (ATM) or the temporary insufficiency of funds in the Automated Teller Machine (ATM) or the refusal of any retailer to accept the Card.
- The Bank's records of transactions processed by you on the Card shall be conclusive and binding for all-purposes.
- You shall only use the Card for purchases, which are legally acceptable in the United Arab Emirates or the country of purchase.

- ABK may in its sole discretion refuse to settle a purchase if it deems that the transaction is illegal.
- You shall ensure sufficient drawing power in the Account to which the Card relates before making any withdrawals. If for any reason such Account is overdrawn by the use of the Card or towards the Bank's charges, you shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other account(s) maintained with ABK. Failure to comply with this condition shall entitle ABK to cancel the Card and/or make a transfer on your behalf (if more than one account is maintained at ABK). ABK shall have the right to debit or set-off any other Accounts of yours with the Bank in order to cover your overdraft Account without prior notice.
- You authorizes the Bank to disclose such information, which it deems necessary concerning the Cardholder in line with the Bank's internal policies and the applicable laws and regulations.
- ABK will issue a debit card in a secure manner that are linked to your accounts.
- Upon your expressed consent , a new debit card / replacement of lost or stolen debit card will be issued
- For expired existing debit card, a replacement debit card will be issued automatically or as agreed by You.
- In case a new card is issued due to procedural change at ABK, the Bank will inform you 60 days in advance in writing.
- Daily transaction limit of the debit card for ATM use will be informed before issuing the new / reissuing debit card,
- Should ABK decided to reduce the limit of the Permissible daily transactions or the terms and conditions of the card, the Bank will provide 60 calendar days' notice in writing to the you explaining the change and the action you can take if it is not agreeable to you.
- To know more about our services along with the fees and charges, you may visit our website www.eahli.com.

10. Safe Deposit Lockers

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

10.9 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 30 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.

10.10 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.

10.11 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.

10.12 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.

10.13 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. Your CSP, TSP or ISP may levy additional charges 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, including any use by you that is negligent, is done in breach of the Aani Scheme Rules, or any Applicable Laws;
 - (e) any loss of any information or Electronic Instructions in transmission due to Unforeseen Circumstances;
 - (f) any unauthorized access by any third party to Electronic Banking, Electronic Instructions and any Account Information;
 - (g) the delivery, mistaken delivery, deletion or failure to store any Electronic Instructions or personalization settings;
 - (h) transactions that occur pursuant to your Electronic Instructions prior to termination of your access to the relevant Electronic Banking service;
 - (i) 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

- (j) any damage caused to your hardware or software resulting from your use of Electronic Banking.
- (k) any loss arising from any act or omission by any third party (including the Aani Operator) suffered by you when accessing the Electronic Banking;
- (l) any acts or omissions, negligence or breach of the Aani Scheme Rules or any violation of Applicable Laws by the operator of any Approved Third Party Digital Channel (including the Aani Operator);

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

- In order to avail Mobile Banking Services, you must have an Account with ABK. In case of Account closed or there is any breach of these terms and conditions, ABK is entitled to cancel your Mobile Banking Services without any prior notice.
- ABK at its sole discretion can reject your application, cancel or modify Mobile Banking Services.
- Prior to availing the Mobile Banking Services, you undertake to execute any document which may be required ABK.
- You should accept electronically our Online Banking Services, before availing the facility of Mobile Banking Services.
- You can download the latest version of our Mobile Banking App on your device to benefit from the adequate security protection and have antivirus software's installed and active on his/her Devices at all times.
- You must keep your device protected at all times and update your primary mobile number with ABK in case of any change to your primary number.
- You must ensure to maintain sufficient balance in the Account to which the Mobile Banking Services relate before making any transfers or payments. If for any reason an Account is overdrawn by the use of the Mobile Banking Services, the you shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other Account maintained with the Bank. Failure to comply with this condition shall entitle the Bank to cancel the Mobile Banking Services and to recover any outstanding amounts and charges and fees from you in a manner deemed appropriate by the Bank.
- Mobile Banking Services will not be provided for Accounts held by two or more names with the Bank, and such Account can only be operated by two or more account holders acting jointly.
- The Mobile Banking Services are provided entirely at the risk of the Customer who shall indemnify the Bank for all loss or damage, howsoever caused, resulting from the use of the Mobile Banking Services.
- The Bank will not be responsible for any loss or damage, arising directly or indirectly, from any malfunction or failure of the Mobile Banking Services.

- You acknowledge that the Bank is not liable for failure to provide any or all of the facilities available under the Mobile Banking Services, where such failure is attributable, either wholly or partly, to reasons beyond the Bank's control, including any technical malfunction or breakdown.
- ABK shall not be responsible for any erroneous Transaction arising out of any inaccurate information provided by the Customer, and the Customer further confirms and agrees to waive any right which he/she may otherwise have for holding the Bank responsible for any mistake or omission caused by the use of the Mobile Banking Services and any delay by the Bank which may result in a disruption of processing a Transaction.
- You hereby, irrevocably and unconditionally, without limitation, accepts all authorized debits arising from your use of the Mobile Banking Services and waives any right of objection in relation thereto.
- The Bank's record of any Transaction shall be conclusive evidence of such transaction and binding on the Customer for all purposes.
- You undertake not to disclose any password, authentication code and/or user identification code relating to your use of the Mobile Banking Services to any other person. In the event of any such information becoming known to someone other than the Customer, that person may be treated by the Bank as an agent of the Customer, and the Customer undertakes to indemnify the Bank against any loss or damage which may occur as a result of that agent's use of the relevant information.
- You agrees to treat the access rights, documentation or any other information related to the Mobile Banking Services as strictly private and confidential at all times and shall not copy or reproduce any of the foregoing in any form, whether in whole or in part, or allow access to any other party without the Bank's prior written consent.
- You undertake not to share any Device which is used by him/her to access the Mobile Banking Services with any third party and, where possible, to use passwords to protect his/her Device against the unauthorized use of such Device. You undertake to indemnify the Bank against any loss or damage, which may occur as a result of allowing any third party to access a Device which is used by him/her to access the Mobile Banking Services.

- ABK has the copyright interest in all software and documentation relating to the Mobile Banking Services and any subsequent amendments thereto.
- You agree that the Bank has the right to cancel the Mobile Banking Services or to withdraw any or all of the facilities under the Mobile Banking Services, without notice and assigning any reason.
- You acknowledge that no printed confirmation will be issued ABK for any Transaction, except that all Transactions will be recorded in your Account Statements.
- You understand that any Transaction submitted for processing before the Bank's daily cut-off time will be completed on the same Business Day, and any Transaction submitted for processing after the Bank's daily cut-off time or on a public bank holiday will be completed on the next Business Day.

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.

You acknowledge the risks associated with information delivered through Internet, including the risk that confidential information could be accessed or seen by third parties. You hereby hold the Bank, its employees and officers harmless from any claim, and loss or damage suffered by you (directly or indirectly) due to such un-authorized access by third parties to such confidential information.

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.

Terms and conditions related to Standing orders

- You must ensure that there is sufficient funds in your Account to meet a Standing Instruction on the due date.
- In the event that any Standing Instruction is rejected for insufficient funds in the Account, ABK may terminate the Standing Instruction without notice to the Customer.
- You may cancel / amend your Standing Instruction at least five (5) Business Days before the due date of the Standing Instruction.
- Applicable charges will be levied for the setting-up, amendment or cancellation of a Standing Instruction or if standing instructions could not be processed due to lack of fund in the account.

AL ETIHAD PAYMENTS (AEP)

1.1 How can you access and use the AEP?

- You may access the AEP service via the Internet Banking, Mobile Banking, and any other banking channels where AEP service is available or via an Approved Third Party Payment Channel. Your use of AEP is subject to these Terms and Conditions and AEP Scheme Rules.
- If you wish to make use of AEP service you may be required to provide the AEP Account Information, to the extent that we do not already hold this information.

- The first Account that you register with the Aani Operator will be the default Account for the AEP service even if you have more than one Account with us. You may change the default Account at any time.
- If you have accounts with other UAE banks, linked to the AEP service with the same mobile number, Emirate ID, passport or email address, the first account you register for AEP access will be the default account for the AEP service.
- It is your responsibility to ensure you keep your AEP designated Account in good standing and have the necessary funds in the designated AEP Account.
- Your use of the AEP and your ability to transfer funds is also subject to the status of any beneficiary account. Where the beneficiary account is invalid, blocked or frozen, the relevant AEP transaction will fail.
- Any dispute relating to the use of the AEP will be resolved using the AEP Disputes Management System and in accordance with the Aani Scheme Rules. When raising a dispute with us, you must include the necessary details related to the dispute, reasons for the claim and attach all supporting documentation so that we can properly respond to the dispute.
- ABK is entitled to rely on the instructions received from any Approved Third Party Digital Channel provider (including for avoidance of doubt, the Aani Operator) confirming that you have complied with any transaction authorization procedures established by such Approved Third Party Digital Channel provider. ABK is not required to make any investigation or enquiry to verify the validity of any transaction request received via an Approved Third Party Digital Channel provider, including, for the avoidance of doubt, any authorization procedures established by the Aani Operator to use the AEP.
- Your use of the AEP will be governed by these Terms and Conditions and the Aani Scheme Rules.
- Your AEP access will become inactive and your access cancelled if:
 - (A) you do not use the AEP function to transfer to funds during any six (6) month period;
 - (B) you do not keep your registered phone number and email address updated with ABK and the Aani Operator; and
 - (C) if you breach the Aani Scheme Rules or these Terms and Conditions.

LOANS

This section contains the common terms applicable to any Loan that you apply for and must be read together with the other applicable parts of these Terms and Conditions.

1. Loan Application

1.1 How and when do the Loan Terms apply to you?

- By submitting a Loan Application (whether physically, electronically or otherwise) you agree to be bound by these Terms and Conditions, including in particular the General Loan Terms, and the relevant Loan Offer letter and Loan Agreement (Facility /Personal Against FD) to which the Loan Application relates.
- Your receipt and the disbursement of a Loan constitutes binding and conclusive evidence of, and shall be deemed to be further confirmation of, your acceptance of, and agreement to be bound by, these Terms and Conditions, including in particular, the Loan Terms.
- To the extent that any of the Loan Offer letter Terms conflict with the General Loan Terms, the Loan Offer letter Terms will prevail.

1.2 How do you apply for a Loan?

- You can apply for a Loan by using the relevant Loan Application or by contacting ABK. ABK may also require you to provide certain supporting documents along with the Loan Application, including but not limited to proof of your residence in the UAE (such as your residence permit and Emirates ID).
- ABK will have the right to approve or reject the Loan Application in its sole discretion without assuming any obligation or responsibility for any Liability on its part. If your Loan Application is approved and the Loan is disbursed, a Loan Offer letter will be sent to you by post or courier to your Address, or by any other method of electronic communication approved by ABK from time to time, including email, fax, SMS, telephone, secure messaging or via Electronic Banking.

1.3 What if you are an ABK employee?

- ABK may, in its sole discretion, offer staff members and employees preferential rates and terms from time to time. If you are a staff member or an employee of ABK at the time of obtaining a Loan, you acknowledge and agree that ABK will be entitled to vary such preferential rates and terms as it may in its sole discretion deem fit upon you ceasing to be a staff member or employee of ABK.

2. Cancellation of Commitment

- ABK may, at any time prior to disbursement of a Loan, cancel its commitment to make available a Loan, reduce the amount of a Loan stated in the Loan Application or delay disbursement in any of the following circumstances:
 - (A) there is a material or adverse change in your circumstances since you completed the Loan Application, or any of the information or financial details given in support of the Loan Application is or becomes inaccurate;
 - (B) ABK has not completed enquiries about you to its satisfaction or its enquiries reveal information about you that is not to its satisfaction;
 - (C) ABK discovers any adverse information that is relevant to ABK's decision to grant you a Loan;
 - (D) ABK is of the view in its sole discretion that you will be unable to comply with any of its instructions or to register any required Security (if applicable);
 - (E) ABK determines in its sole discretion that there are restrictions under Applicable Laws to granting you a Loan;
 - (F) any of these Terms and Conditions, the Loan offer letter and/or any other conditions for approval are not in ABK's sole discretion fulfilled or not capable of being fulfilled; and/or
 - (G) any other reason.
- You may, at any time prior to disbursement, request that ABK cancel a Loan, subject to you being liable for any applicable Charges and any accrued commitment fees.

3. Provision and use of a Loan

3.1 How and when will you receive a Loan?

- ABK may disburse the amount of the Loan by way of bank transfer into the relevant Disbursement Account, upon receipt by ABK of all confirmations, documentation, information and requirements requested by ABK in the form and substance satisfactory to ABK (as may be prescribed in these Terms and Conditions, the Loan Application and/or as otherwise advised by ABK from time to time), which may include but are not limited to:
 - (A) a letter from your employer pursuant to which your employer undertakes to transfer your monthly salary and end of service gratuity and the Assigned Salary to ABK until full repayment of the Loan ("Salary Assignment Letter" or "Income Assignment Letter");
 - (B) an irrevocable standing payment order to effect payment of the amounts of the monthly repayment instalments on their due date; and/or
 - (C) if the Loan is secured by a Security, evidence that the required Security in favour of ABK has been duly created and perfected (including registration, if required);
 - (D) receipt by ABK of any security cheques as requested by ABK in accordance with Clause 9.2 of this Section;
 - (E) payment to ABK of all Charges (including any commitment fees) applicable on or before disbursement of the Loan;

- (F) evidence of the opening of a Current Account in your name; and/or
- (G) any other document or Security required by ABK.

- Unless the requirements described in the preceding paragraph are received by ABK the stipulated time frame as provided in the Offer Letter or any other similar instrument, your request for the Loan will be deemed to have expired unless otherwise agreed by ABK.
- In addition, ABK will only be obliged to disburse the Loan if, on the date of disbursal:
 1. the representations, warranties and undertakings in Clause 11 of this Section are true and accurate; and
 2. in ABK's reasonable opinion there is no Termination Event or potential circumstances that may result in a Termination Event.

3.2 Are there any restrictions on the use of a Loan?

- You can only use a Loan for the purposes set out in your Loan Application, as may be varied as set out in a Offer letter and/or Loan Agreement (Facility /Personal Against FD).

4. Repayment and other payments

4.1 How will you have to repay a Loan and make related payments?

- You must repay a Loan together with interest and all other Charges in accordance with the Loan Terms.
- All such repayments and related payments will be made in the manner prescribed in the Loan Application (as modified by the offer letter if applicable) and will be made without set-off or counterclaim and without any deduction or withholding by you whatsoever.
- If you are obliged by Applicable Laws to make any deduction or withholding from any repayment or payment (as the case may be), the amount due in respect of such repayment or payment will be increased to the extent necessary to ensure that, after the making of such deduction or withholding, ABK receives a net amount equal to the amount ABK would have received if there had been no such deduction or withholding.
- Where a repayment or payment (as the case may be) falls due on a day that is not a Business Day, such payment will be made on the following Business Day.
- Any amounts received by ABK in respect of a Loan will be applied in the following order:
 - (A) firstly, towards payment of all costs and expenses;
 - (B) secondly, towards payment of Charges;
 - (C) thirdly, towards payment of interest;
 - (D) fourthly, towards repayment of the Principal Amount; and
 - (E) fifthly, towards repayment of any other amounts due from you to ABK.

4.2 Can you defer your repayments?

- You can request a Payment Deferral by notifying ABK at least five Business Days in advance of either:
 - (A) the day on which your salary (or other regular income) is due to be credited to your Repayment Account; or
 - (B) the date of your usual monthly repayment instalments.
- In order to be eligible to request a Payment Deferral, you must have previously paid at least six consecutive monthly repayment instalments of a Loan in full. ABK may also, from time to time, levy Charges or introduce further terms and conditions in relation to accepting your request for a Payment Deferral.
- ABK may approve or reject your request for a Payment Deferral in its sole discretion.
- If your request for a Payment Deferral is approved by ABK, the term of a Loan will be extended by the number of months corresponding to the number of monthly repayment instalments deferred or such longer period as notified by ABK, and the deferred payment will become due and payable over the remaining term of the Loan (as extended in accordance with this clause).
- You acknowledge and agree that by taking a Payment Deferral you will have to pay more interest over the term of a Loan, since the Payment Deferral will increase the term and result in interest accruing on the deferred amount (together with any other outstanding amount) over the remaining term of the Loan. In addition, the final instalment of a Loan may increase due to the interest accruing over the extended term. You therefore undertake to pay any amount over and above your usual monthly repayment instalment arising out of any Payment Deferral.
- A Loan will not be treated as fully repaid until all payments relating to Payment Deferral and other repayments have been repaid in full in addition to all accrued interest and Charges (including those arising from any Payment Deferral).
- From time to time, ABK may, in its sole discretion, offer promotional deferrals to Customers, depending on the profile of the Customer and the type of Loan. Such promotional deferrals may be subject to their own terms and conditions which will supplement these Terms and Conditions. Your acceptance of and/or participation in such promotional deferral offer will constitute your acceptance and agreement to be bound by any such supplemental terms and conditions.
- If interest is deferred for any reason, such interest will be added to the Principal Amount.
- You acknowledge and agree that, by requesting or taking a Payment Deferral, all other Terms and Conditions remain unaffected.

5. Late Payments

5.1 What can ABK do if you fail to repay a Loan, a repayment instalment, interest or Charges when due?

- If any amount is not received by ABK on its due date, ABK may, in addition to any rights it may have and Clause 13.2 of this Section, use any Security or the proceeds raised from such Security

held by ABK in respect of any Loans that you have taken out to fund the payment of your obligations under the Loan Terms.

- Default Interest accruing at the Default Interest Rate on any amounts due but unpaid under the Loan Terms will be calculated by ABK on a daily basis for the period in which the relevant amount remains unpaid and will be added to the Principal Amount and shall be payable by you on demand. Any such late payments may also be subject to a Late Payment Fee.
- Any action taken against you by ABK will be without prejudice to any rights that ABK may have against any of your guarantors and its rights to contact your employer for the recovery of any debt.

6. Prepayment

6.1 Can you prepay a Loan early?

- If you wish to prepay all or part of a Loan together with any accrued interest and Charges prior to the applicable Loan Due Date, you must notify ABK of your intention to prepay (and the amount that you wish to prepay) by notifying ABK through any acceptable method of Customer Communication at least 15 days before the next Loan Due Date. Any prepayment made will be non-refundable and you will not be entitled to redraw any such payment.
- Any prepayment will be subject to prepayment Charges.
- Following receipt of a prepayment notice as set out in the first paragraph above, ABK will notify you of the total amount due to ABK calculated to the next Loan Due Date including all accrued interest and Charges.
- Unless you instruct ABK otherwise, ABK will apply the prepayment in the order set out in Clause 4.1 of this Section. Alternatively, you may request in your prepayment notice that such prepayment is applied by ABK to satisfy future monthly instalments.
- If you make an overpayment, and unless you notify ABK otherwise, ABK will not apply any such overpayment towards a prepayment of a Loan or any related payments, but such overpayment will be utilised against the next monthly instalment when due.
- If you make a prepayment, the final payment due from you to pay off a Loan in full will be adjusted accordingly and may result in the term of the Loan being reduced.

7. Interest

7.1 Is interest payable and how is interest calculated?

- Interest will be payable by you over the term of a Loan on the Principal Amount at the Loan Interest Rate.
- ABK calculates interest on the daily outstanding balance of a Loan. The interest rate is based on a reducing balance method.

- You will be required to pay the accrued interest in arrears on each Interest Payment Date. Interest accrues daily and is calculated on the basis of a 360 day year and the actual days elapsed.
- If interest has accrued and is not paid by you on the relevant Interest Payment Date (whether by reason of deferral or otherwise), then such accrued interest will be added to the Principal Amount and, for the avoidance of doubt, interest will be payable on that increased Principal Amount.

7.2 Can ABK vary the Loan Interest Rate?

- You acknowledge and agree that ABK may, in its sole discretion, at any time and with prior written notice, as per the Applicable Laws, vary the Loan Interest Rate for any particular Loan, if ABK determines that:
 - (A) its costs of financing a Loan have increased;
 - (B) it incurs or is reasonably likely to incur any other costs, fees or expenses in connection with a Loan;
 - (C) your risk profile (including that of any co-borrower) has changed;
 - (D) the variation of the relevant Loan Interest Rate is appropriate by reference to the prevailing market conditions or otherwise; and/or
 - (E) if applicable, your employer/Entity ceases to pay your monthly salary/Assigned Salary into your Repayment Account or you do not provide ABK with the Salary Assignment Letter or the Income Assignment Letter (as applicable).
- If you have a Loan where interest is based on EIBOR (or such other benchmark rate), the Loan Interest Rate may vary from time to time as a result of fluctuations in such benchmark rate.
- Any variation or change by ABK of the Loan Interest Rate and any amount of interest payable by you and any co-borrower (or, if applicable, any other guarantor or obligor) under a Loan will be conclusive and binding on you and any co-borrower (and, if applicable, any guarantor or obligor).

7.3 Will there be any Default Interest payable by you?

- ABK may charge you Default Interest upon any Termination Event, including but not limited to late payments under Clause 5 of this Section.
- Default Interest accruing at the Default Interest Rate on the Principal Amount will be calculated by ABK on a daily basis for the period throughout which the Termination Event is continuing and will be added to the Principal Amount (and, for the avoidance of doubt, interest will be payable on that increased Principal Amount) and shall be payable by you on demand.

8. Other Charges and Costs

8.1 What other charges and costs may you be subject to?

- In addition to any other rights ABK may have, you will be liable to pay on demand all of ABK's costs, fees and expenses (including legal expenses and any applicable Charges imposed by ABK)

in connection with a Loan, including but not limited to ABK's enforcement expenses in connection with a Loan and/or Security.

- You will indemnify and hold harmless ABK and its Affiliates from and against all Liability incurred by ABK in connection with a Loan and/ or the Security.

9. Security and Salary Assignment or Income Assignment

9.1 When might you be required to provide ABK with Security?

- As a condition to granting you a Loan, you may be required by ABK, in its sole discretion, to provide certain Security or others to provide Security as security for the performance of your obligation to repay a Loan. If so required, you must:
 - (A) provide ABK with such Security as ABK may request in a form and substance satisfactory to ABK; and
 - (B) maintain or cause to be maintained in full force and effect all Security given to ABK to secure the repayment of a Loan and all other amounts payable in relation thereto until full repayment thereof to ABK.
- You must comply with all of your obligations under any Security provided by you to ABK and, where necessary, procure that any third parties fully comply with such obligations.

9.2 When might ABK require you to provide cheques as Security?

- As a condition to granting you a Loan, you may be required by ABK, in its sole discretion, to provide dated or undated security cheques for the value of the Principal Amount plus a proportion of interest (not exceeding 120 per cent of the value of the Loan or such other limit permitted under Applicable Laws) for the purposes of repayment of any amount outstanding under a Loan.
- You authorise ABK to date and present these cheques for payment and utilise the proceeds towards repayment of any amount outstanding under the Loan in the order set out in Clause 4.1 of this Section.

9.3 What are the consequences of providing a security cheque?

- You may incur civil or criminal liability if a security cheque is not honoured. If you do not understand the consequences, please seek independent legal advice before agreeing to these Terms and Conditions. ABK reserves the right to bring any action against you as permitted by Applicable Laws if such a cheque is not honoured.

9.4 When might ABK require you to provide Fixed Deposit as Security?

- As a condition to granting you a Loan, you may be required by ABK to provide Fixed Deposit for the value of the Principal Amount plus a proportion of interest for the purposes of repayment of any amount outstanding under a Loan.
- You authorise ABK to use the Fixed Deposit for payment and utilise the proceeds towards repayment of any amount outstanding under the Loan in the order set out in Clause 4.1 of this Section.

9.5 What are the consequences of providing of Fixed deposit?

- If you do not keep up your repayments/payments, or in the event of a default/termination you may lose the fixed deposit security pledged as collateral. ABK may break the fixed deposit thereby ceasing any future interest payable and set off the fixed deposit against the full outstanding amount.

9.6 When might ABK require you to provide a salary assignment or income assignment?

- As a condition to granting you a Loan, you may be required by ABK, in its sole discretion, to assign to ABK all your rights, title and interest in your Assigned Salary.
- When required to do so at any time, you hereby agree and undertake to assign in favour of ABK all of your right, title and interest in the Assigned Salary. You agree that such assignment will continue to be in effect until ABK issues a written confirmation to your employer that the assignment has been released by ABK. Pursuant to such assignment you undertake to:
 - (A) deposit your monthly salary and other regular income into a Repayment Account which must be a Current Account which you maintain with ABK or an account with a bank or financial institution acceptable to ABK (only in case of the Retail Business Loan);
 - (B) take steps to ensure that your employer transfers your Assigned Salary to your Repayment Account, including but not limited to, providing to ABK the Salary Assignment Letter or the Income Assignment Letter (as applicable); and
 - (C) not create any Security over your Assigned Salary or Repayment Account.
- If you receive your Assigned Salary and/or salary advances in your Repayment Account, ABK may in its sole discretion apply it/them to prepayments to any amounts outstanding under the Loan, or debit future monthly instalments from your Repayment Account, in which case the number of instalments shall correspond to the number of months' salary received in advance. For example, if you receive an advance of three months' salary, ABK will be entitled to debit the next three monthly instalments.
- If you change your employer, you agree and undertake to notify ABK in advance of the change. If your employment status changes, ABK will have the right to declare the Loan immediately due and payable in full. Notwithstanding this right, ABK may, in its sole discretion, elect not to exercise this right if you provide a letter (in a form and substance acceptable to ABK in its sole discretion) agreeing to transfer your Assigned Salary from your new employer to ABK or on such other conditions as ABK may specify.

10. Repayment Account

10.1 What are your obligations regarding the Repayment Account?

- You must:
 - (A) open and maintain during the term of a Loan a Repayment Account; and
 - (B) maintain during the term of a Loan a credit balance in your Repayment Account which is at least sufficient to pay the next monthly repayment instalment and interest under the Loan.

11. Your Representations, Warranties and Undertakings

- You represent and warrant to ABK on the date on which the Loan Terms apply, on the date of disbursement of a Loan and on each day during the term of a Loan, that:
 - (A) the execution and performance of each Loan Term is fully within your power;
 - (B) each Loan Term creates legally binding obligations on you that do not contravene any other contractual or legal obligations that you have;
 - (C) no litigation, arbitration or administrative proceedings (including any relating to bankruptcy, insolvency, winding up or dissolution as applicable) before, by, or of any court or government authority has been commenced against you or any assets owned by you (including if applicable, any Vehicle or Property) or are pending or have been threatened;
 - (D) all information supplied by you to ABK is true, accurate and not misleading;
 - (E) no Termination Event or potential circumstances that may result in a Termination Event exist or have occurred and none will occur as a result of the exercise of the your rights or the performance of your obligations under these Terms and Conditions;
 - (F) you are fully aware of the risks inherent and associated with a Loan and accept such risks;
 - (G) you have read, are aware of and agree to the Schedule of Fees and the Charges; and
 - (H) your contribution with regard to the down payment for the Mortgage Loan stated in the Loan Application or any other Mortgage Loan document is from your own funds and is not from any type of borrowing including but not limited to any personal loan or credit card loan.
- For the duration of a Loan, you irrevocably and unconditionally undertake and agree to:
 - (A) promptly provide ABK with such financial and other information concerning your affairs and financial condition as ABK may request from time to time;
 - (B) comply with all obligations set out in the Loan Terms;
 - (C) promptly notify ABK of the occurrence of any Termination Event;
 - (D) procure that your employer/Entity complies with any Salary Assignment Letter/Income Assignment Letter provided to ABK on your behalf; and
 - (E) use the Loan only for lawful purposes.

12. Rights of ABK

12.1 What rights does ABK have in relation to your repayments?

- ABK's rights under the Loan Terms will be in addition to and without prejudice to any other rights under these Terms and Conditions, and will be independent of every other Security which ABK may at any time hold in respect of any of your obligations under the Loan Terms.
- ABK may, during the term of a Loan:
 - (A) debit all amounts due and payable to ABK from your Repayment Account or any Account you hold with ABK on each Loan Due Date without notice to you;
 - (B) act on your behalf in dealings with any insurance provider, settle any insurance claims which ABK may in its sole discretion deem necessary and utilise any insurance proceeds to pay any amounts that you owe to ABK; and
 - (C) request that you provide such additional Security as ABK may deem necessary and, upon such request, you will be obliged to provide such additional Security in form and substance acceptable to ABK.

12.2 Can ABK vary the Charges relating to a Loan?

- ABK may vary the Charges relating to a Loan by giving you two months' prior notice, on the Website or by such other means of communication, as prescribed by ABK from time to time. Please refer to the Schedule of Fees for the current Charges.

13. Termination

13.1 Can ABK terminate a Loan?

- Without prejudice to any other rights that it has under these Terms and Conditions, ABK may terminate a Loan if any one or more of the following circumstances occurs:
 - (A) you fail to pay three consecutive repayment instalments or six non-consecutive repayment instalments by their respective Loan Due Date;
 - (B) any repayment instalment is overdue for more than two months;
 - (C) you fail to comply with any of your obligations and/or breach any of your undertakings in these Terms and Conditions, any ABK Policies or any related documents;
 - (D) any representation or warranty made or given by you to ABK is, or proves to have been, at any time incorrect, incomplete or misleading;
 - (E) you default on your obligations under any agreement for an extension of credit or under any Security provided by you in return for an extension of credit, or if repayment of any credit facility granted to you is accelerated by any lender including ABK;
 - (F) if any legal action or proceedings are commenced either by, or against you (and/or, if applicable, your guarantor(s)), including, if applicable, relating to your bankruptcy, insolvency, winding up or dissolution or anything analogous in any jurisdiction;
 - (G) if you (and/or, if applicable, your guarantor(s)) are unable to pay debts as they fall due, or are otherwise insolvent, convicted by a competent court of a criminal offence, declared incapable or die;

- (H) any Security or guarantee given in respect of your obligations under these Terms and Conditions ceases to be valid or enforceable for any reason whatsoever;
 - (I) any of the provisions of these Terms and Conditions is declared or become illegal, void, voidable or unenforceable for any reason whatsoever;
 - (J) you inform ABK or ABK determines or believes that you have left the UAE to take up residence elsewhere;
 - (K) ABK is unable to reach you at your Address, due to any cause not attributable to ABK;
 - (L) if your business ceases to trade (if you are self-employed);
 - (M) if you (or if applicable, any of your co-borrowers) die or lose your legal capacity to contract;
 - (N) your employment is terminated, your monthly salary stopped, your salary/Assigned Salary ceases to be paid in accordance with a Salary Assignment Letter/Income Assignment Letter (if applicable) or your UAE work permit or residence visa is cancelled;
 - (O) if ABK considers in its sole discretion that there are any regulatory or other restrictions which would, if existing prior to disbursement of the Loan, have affected its decision to allow the disbursement to occur;
 - (P) if ABK becomes aware of any legal or regulatory restriction on its ability to lend to you and/or to service your Loan;
 - (Q) if you do not provide ABK with information and documentation that ABK requests;
 - (R) you breach any of the terms of any other agreement or financial contract entered into by you with ABK or any other bank;
 - (S) any other event occurs which, in ABK's reasonable opinion, may result in you (and/or, if applicable, your guarantor(s)) being unable, for whatever reason, to comply fully with obligations expressed, or implied to be assumed by you under, or pursuant to, the Loan Terms; and/or
 - (T) if, ABK decides, in its absolute discretion, to terminate the Loan due to market liquidity reasons, and gives you reasonable prior notice of such termination.
- Any termination of a Loan will be without prejudice to and will not affect any of ABK's or your accrued rights or obligations as at that date.

13.2 What happens if ABK terminates a Loan?

- In addition to and without prejudice to any other rights of ABK under these Terms and Conditions, ABK may, on termination of a Loan:
 - (A) terminate its commitment to make a Loan available;
 - (B) declare all amounts due under a Loan to be immediately due and payable;
 - (C) enforce any Security provided to ABK, including the realisation of the value of any of the cheques you have provided to ABK;
 - (D) use the Fixed Deposit for payment and utilise the proceeds towards repayment of any amount outstanding under the Loan; and/or
 - (E) take any and all action and exercise such rights and remedies as are provided for in these Terms and Conditions or as are otherwise available to ABK under Applicable Laws.

14. Joint Liability

14.1 What if you are not the only borrower?

- If you have taken out a Loan jointly with others, you and the other borrowers will have Joint and Several Liability in respect of your obligations to ABK.
- Unless you provide ABK with a different Address, any Bank Communications will only be sent to the Address of the first applicant on the Loan Application and addressed to the borrowers jointly. Bank Communications received at the Address of the first applicant will be deemed to have been received by all of the borrowers.

15. Insurance

15.1 Can ABK maintain an insurance policy covering my repayment obligations under a Loan?

- In addition to any insurance policy which ABK may require you to maintain in respect of any specific Loan, ABK may (without any obligation to do so, and at its absolute discretion) from time to time maintain an insurance policy to protect ABK if you are unable to repay a Loan as a result of your death, permanent disability, involuntary loss of employment or any other event which ABK may consider appropriate.
- By obtaining any such insurance policy, ABK is not providing you with insurance advice, nor managing, underwriting nor issuing any insurance to the Customer.

15.2 Are there any fees applicable to any such insurance policy?

- If ABK maintains any such insurance policy, ABK may charge you a fee to cover the cost to ABK of any such insurance policy as either a one-off or an annual or monthly fee.
- The Customer shall pay the fee for any such insurance policy directly to ABK, and the fee is for the account of ABK.

15.3 What are your rights and obligations in relation to any such insurance?

- Any such insurance policy benefits ABK only, and shall only cover amounts owing to ABK.
- Any sums payable in respect of any claims made under any such insurance policy shall be paid by the insurer directly to ABK and applied against amounts owing to ABK. The Customer has no rights nor recourse under any such insurance policy, nor to the proceeds recovered by ABK under any such insurance policy.
- The terms and conditions of any such insurance policy will be agreed directly between ABK and the insurer, and may be amended from time to time without the consent of the Customer. Payment of claims under any such insurance policy will be subject to the terms and conditions of that insurance policy.

- Subject to any restrictions applied by the insurer, ABK will provide the Customer with a copy of the terms and conditions applicable to any such insurance policy upon its request. By accepting the applicable Loan, you agree to abide by the terms and conditions applying under any such insurance policy.
- ABK is not responsible to the Customer for any application or claim that is rejected by the insurer under any such insurance policy.

16. Warning

Warning: Delay in paying the installments/payments on the dates specified in the loan contract, you may have to pay delay penalties in addition to the interest.

Warning: You may have to pay penalties if you pay off a loan/financing early.

Warning: If you do not meet the repayments/payments on your loan/financing, your account will go into arrears. This may affect your credit rating, which may limit your ability to access financing in the future.

Warning: If you do not keep up your repayments/payments, or in the event of a default you may lose your property. The Bank may sell all or any part of the mortgaged property by auction or otherwise. Please read Terms & Conditions for full definition of default.

Warning: If you do not keep up your repayments/payments, or in the event of a default you may lose the fixed deposit security pledged as collateral. The Bank may break the fixed deposit thereby ceasing any future interest payable and set off the fixed deposit against the full outstanding amount.

Warning: Refinancing your loans/financing may take longer to pay off than your previous loan/financing and may result in paying more in interest/profit

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:

Aani Operator Al Etihad Payments or any other operator chosen by the Central Bank of the UAE or otherwise;

Aani Scheme Rules the rules published by the Central Bank of the UAE, amended from time to time;

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 – Dubai – Abu Dhabi Branches;

ABK Offering	any product, service, facility, benefit or reward program provided by ABK from time to time;
ABK Policies	ABK's internal 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;
Address	<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>
AED	the lawful currency of the UAE;
Alerts	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;
Applicable Laws	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);

Assisted Service	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;
Bank Communications	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;
Branch	any of ABK's branches in the UAE;
Business Day	any day on which banks in the UAE are open for business;
Card	a Debit Card
Central Bank	the Central Bank of the UAE;
Charges	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;
Confidential Information	your Account Information, Security Information, any Bank Communications, Customer Communications and any other information of a confidential nature;
Cooling-off Period:	is a period of time after agreeing to open an Account, Mortgage, or subscription to services, which allows a Customer to reconsider the opening of the Account, Mortgage, or subscription of services, and to withdraw from the Agreement without suffering any undue costs, obligations or inconvenience. The Cooling-Off Period begins immediately after signing of the Account Application Form, Mortgage agreement of service agreements.
Crossed	that the face of the cheque has two parallel lines drawn across it;
Customer	anyone who uses, participates in, purchases or subscribes to any ABK Offering;
Customer Communications	all notices, instructions and other communications sent by you to ABK;
CSP	a cellular service provider

Current Account	a transactional Account
Cut-Off Time	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.
Debit Card	a debit card issued by ABK to a customer (and includes replacement cards), which is used to enable Debit Card Transactions;
Debit Card Holder	a Customer to whom a Debit Card bearing that party's name is issued by ABK
Debit Card Transactions	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;
Digital Confirmation	Electronic or digital signature (or other form of confirmation/acceptance), provide by you;
Disbursement Account	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
Electronic Banking	Mobile and/or Internet Banking;
Electronic Instructions	an Internet Banking Instruction;
Exceptional Overdraft	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;
Form	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;
Internet Banking	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;

Internet Banking Instructions any request, confirmation, consent or other similar communication sent by you to ABK via Internet Banking;

ISP the internet service provider used by the customer

Liability (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;

Minimum Balance 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);

Mobile App any one of ABK’s downloadable mobile banking applications as may be introduced, replaced, updated, upgraded or modified from time to time;

Mobile Banking 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;

Mobile Device any personal electronic device used by the Customer to access and make use of Mobile Banking (for example, a smart phone or tablet)

Mobile Response 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;

Password a unique alpha-numeric expressions used by a Customer to access Internet Banking;

Prohibited Country any country designated from time to time by Applicable Laws as a country with which dealings would be restricted;

Property in the case of a Mortgage Loan:

	(a) a completed residential property (b) any other real property that ABK is willing to lend against
Records	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;
Regulations	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);
Reasonable Direct fees	Valuation and insurance fees and charges
Retail Corporate Offering	any product, service, facility provided by ABK from time to time to a Sole Proprietary
Safe Deposit Locker	a safe deposit locker made available for hire by ABK;
Savings Account	an account to allow you to save money;
Security Information	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;
Seller	the seller of a Property under an SPA;
SMS	short messaging service sent over a Mobile Device;
SPA	the sale and purchase agreement in relation to a property
Statement of Account	an E-Statement or a Paper Statement, as applicable;
Tax Obligation	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;
Terms and Conditions	(a) these general terms and conditions for consumer banking; (b) the terms of any application form in respect of any ABK Offering;

- (c) the terms of any Loan Advice; and/or
- (d) Schedule of Fees as amended or supplemented from time to time;

Terminal	Point of Sale
TSP	the telecommunications service provider used by the Customer;
UAE	the United Arab Emirates;
Unforeseen Circumstances	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;
User ID	the identity number assigned to the Customer by ABK for accessing Internet Banking
VAT	value added tax or any like tax imposed in any jurisdiction from time to time;
Website	ABK’s digital website as may be introduced, replaced, updated, upgraded or modified from time to time;
You or “you”	the party applying for an ABK Offering or the Customer, and “Your” will be construed accordingly.