

Terms and Conditions for ADIB Internet / Mobile Banking Services

THESE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION. PLEASE READ THIS INFORMATION CAREFULLY.

Introduction

In consideration of the Abu Dhabi Islamic Bank PJSC ("ADIB") making available to Me Services in accordance with the following terms and conditions (the "Terms and Conditions") I hereby agree to accept and acknowledge such Terms and Conditions:

1. Definition and Interpretation

1.1. In these Terms and Conditions, the following expressions have the following meanings:

"Account" means My account held with ADIB accessible by means of the Service and/or by any other method approved by ADIB.

"ADIB" means the Head Office and/or any other branch of Abu Dhabi Islamic Bank.

"ADIB Covered Card Terms and Conditions" means terms and conditions governing all ADIB Covered Cards.

"Business Day" means any day other than Friday or public holiday on which banks are generally open for business in the United Arab Emirates.

"Cut-Off Time" means the time after which ADIB's banking operations will cease for the Business Day.

"Covered Card or Debit Card" means a chip MasterCard or Visa card issued by ADIB.

"e-ADIB" is the trademark of the Service.

"Full Access Mode" means the mode in which I may utilize all the functionalities provided through the Service.

"Limited Access Mode" or Inquiry Mode means the mode in which I may only view My Account.

"Non-Service E-mail" means any e-mail not communicated by way of the Service.

"I", "Me", "My", "We", or "Us" means an individual, legal person, organization, company, agency, or other legal entity that currently holds an Account and has accepted these Terms and Conditions.

"Party/Parties" means ADIB or Me, individually or collectively.

"Password" means a secret alphanumeric code set and maintained by Me, which together with the User ID permits Me to access the Service.

"Registration" means the completion of the process in which I (as individual) log on to ADIB's mobile banking application registration section for the first time by using the personal identity number (PIN) of My Debit or Covered Card, or Al Barq telephone identity number (TPIN) or My personal identity number (PIN) as provided by means of a PIN mailer

"Schedule of Charges" means the relevant schedule/tariff board available at ADIB and/or on its website relating to fee(s)/service charges payable by Me to ADIB in respect of various transaction(s) initiated by Me.

"Service" means the service that ADIB makes available through the ADIB mobile application to enable the electronic receipt and transmission of information and instructions, which in addition to these Terms and Conditions shall be subject to the Terms and Conditions for General terms and conditions for accounts and banking services and ADIB Terms and Conditions for Covered Cards.

"General Terms and Conditions for Accounts and Islamic Banking Services" means the terms and conditions and any amendments thereof, which I agreed to upon opening My first Account with ADIB.

"Trademark" means, without limitation, Abu Dhabi Islamic Bank, ADIB, ADIB logo, e-ADIB, e-ADIB logo, and other trademarks owned by ADIB, its affiliates and or subsidiaries now or at any time in the future.

"User ID" means the valid account number or card number provided or issued by ADIB, which permits Me to access the Service when used in conjunction with My Password.

1.2. The clause headings in these Terms and Conditions are for the purpose of convenience only and shall not be taken into account in the interpretation, or modification of the Terms and Conditions.

1.3. Unless inconsistent with or a contrary intention appears from the context:

- (a) Any reference to gender includes the other gender;
- (b) Any reference to singular includes the plural and vice versa.

2. Use of the Service

2.1. Use of the Service is subject to ADIB's approval and ADIB reserves the right to require any further documentation and/or information prior to providing Me with such approval.

2.2. Upon My proper completion of the Registration process, I shall have access to all functionalities contained in the Full Access Mode and shall use the said mode solely for My own personal use.

3. Instructions and Transactions

3.1. I irrevocably authorize ADIB to accept or decline instructions given to ADIB by way of the Service and acknowledge and agree that I will be bound by such instructions.

3.2. I shall be responsible for all actual liabilities arising from any and all instructions given to ADIB by way of the Service in accordance with the Terms and Conditions and the Schedule of Charges.

3.3. I agree that payment requests submitted to ADIB cannot and shall not be treated as evidence of ADIB having paid or agreed to pay the sum so requested.

3.4. I agree that all requests received by ADIB after the Cut-Off Time or on an official bank holiday in the United Arab Emirates will be deemed to have been received on the following Business Day.

3.5. I agree that ADIB shall under no circumstances be liable for any loss or damage arising from payment requests submitted to ADIB where the time of receipt of such requests by ADIB does fall after the Cut-Off Time.

3.6. I agree and accept that any transaction will be completed by ADIB as and when the process is successfully concluded, provided all other requirements are met.

3.7. I acknowledge that ADIB is entitled to act on any instructions via Non-Service E-mail and that I will not transmit any information to ADIB via Non-Service E-mail. In the event that I use a Non-Service E-mail, ADIB shall under no circumstances be liable for any loss or damage arising from such use.

3.8. I agree that ADIB shall not be held liable by Me or any other third party for any loss or damage whatsoever arising from My incorrect input of information and/or instructions.

3.9. I shall ensure that My Account has sufficient funds available before conducting any Service transactions from My Account. If for any reason My Account is overdrawn as a result of said transaction, I shall be responsible for immediately making up the deficit.

3.10. I agree that ADIB shall send to Me statement of My Account pursuant to Service transaction done by Me in relation with My Account. In case of any discrepancy in any entry or balance shown in the statement of My Account, I shall notify ADIB of such discrepancy within thirty (30) Business Days, from the date of such statement.

3.11. I hereby acknowledge all debits arising from the use of the Service and agree that ADIB's books, entries and registers shall be deemed as final and conclusive evidence of the correctness of any transaction.

3.12. ADIB reserves the right not to honor payment requests that ADIB reasonably believes to be unlawful, fraudulent, incorrect or in conflict with these Terms and Conditions.

4. Right of Settlement

4.1. ADIB reserves the right to, at any time and without providing Me with prior notice, combine, transfer, consolidate, or set off My Account so as to satisfy any liabilities owed by Me to ADIB as and when required and at the absolute discretion of ADIB.

5. Charges and Fees

5.1. ADIB reserves the right to debit My Account for charges and fees, if any, on transactions made through the Service in accordance with these Terms and Conditions and the Schedule of Charges.

6. Security

6.1. It is My responsibility to regularly change the Password so as to ensure its security and confidentiality.

6.2. I undertake not to disclose My Password to any other person, and I acknowledge that I am entirely responsible for ensuring that the Password is kept secret and not used by any other person and/or for any unlawful or fraudulent purpose. I acknowledge that in the event My Password is known to another third party, then the said third party shall be treated by ADIB as an authorized user, and ADIB shall not be responsible for any loss or damage which may occur as a result of the said event. I undertake to immediately inform ADIB if I know or suspect that another third party has learned of My Password and/or has access to my Account.

6.3. I will not be responsible for any unauthorized instructions after having notified ADIB of any unauthorized access to the Service or of My suspicion that a third party knows My Password. My liability shall be subject to the reasonable time required by ADIB to suspend the Service in respect of My Account and whether ADIB believes that I have acted fraudulently.

6.4. I undertake to treat the access rights, all Account documentation and/or any other information related to the Service, strictly private and confidential at all times.

6.5. All technology based devices and method of electronic authentication for the security and integrity of electronic data and electronic communications transmission and identification of the sender may be subject to change, at the sole discretion of ADIB. ADIB is not obliged to provide Me with prior notification for any of the above-mentioned changes.

7. Limitation of Liability

7.1. I acknowledge that unless otherwise required by law and or Sharia principles, ADIB shall not be liable for any loss, injury or damages, whether direct, indirect, special, incidental, exemplary, consequential, punitive, economic or lost profits, in respect of any contract, tort or any other theory of liability, arising in any way, inter alia, out of the installation, use or maintenance of any equipment, My mobile, the software, the Service, the internet browser or internet access software, even if ADIB is advised in advance of the possibility of such loss, injury and or damages. For avoidance of doubt ADIB shall be liable only for actual loss, injury or damages if such loss, injury or damages arising out of the negligence act or misconduct on the part of ADIB.

8. Warranties Disclaimer

8.1. The Service and related documentation are provided, AS IS, as ADIB does not make any warranties of any kind, express or implied concerning the hardware, the software or the Service, or any part thereof, including without limitation any warranties of merchantability or fitness for a particular purpose.

9. My Details

9.1. I agree to promptly notify ADIB in writing of any changes to information that I have provided to ADIB electronically or in writing, and which includes, without limitation: (a) contact details such as address (office or residential), telephone number, mobile number, facsimile number, and e-mail address, (b) My employment, (c) My business, (d) My nationality or residence status, or (e) the validity of My passport.

10. My Equipment

10.1. I am solely responsible for ensuring that the mobile and other equipment with which I access and use the Service are suitable for such use and are functioning properly, which includes without limitation, ensuring at all times the availability of sufficient storage space for downloading if required.

11. Provision of Service

11.1. I acknowledge and agree that nothing in these Terms and Conditions constitutes an undertaking by and or imposes an obligation whatsoever on ADIB to continue providing the Service at all times or during any particular hours, in its present form or under current ADIB requirements, and that ADIB may in its sole discretion withdraw, suspend or restrict the Service temporarily.

12. Communication

12.1. ADIB may record and shall keep record of My electronic or other written communications for as long as ADIB considers appropriate.

12.2. I agree that any and all communications sent by means of the Service, which is accessed by use of My User ID and Password, shall be deemed valid and authentic and will be given the same legal effect as written and executed hardcopy communications.

12.3. I acknowledge that communications sent by means of the Service shall be deemed to be delivered upon receipt.

13. Linking

13.1. ADIB shall under no circumstances be liable for (i) enabling Me to link to another website from its website, and/or (ii) the contents of and the consequences of acting upon the contents of another linked website.

14. Events Beyond ADIB's Control

14.1. ADIB shall not be liable for any delay or failure of Service as a result of any cause or causes beyond its control, including (without limitation):

- i. any act of God,
- ii. acts of government or regulatory authority,
- iii. war, acts of terrorism, armed or unarmed conflict,
- iv. fire, flood, or explosion,
- v. any manner of riot or civil commotion,
- vi. non-availability of service
- vii. non-functioning or malfunctioning of service
- viii. any computer viruses, worms, Trojan horse or the like,
- ix. phishing attacks of any nature, and
- x. any interruption or disruption of relevant utilities, internet service provider(s), broadcast, telecommunications or other network systems or services.

15. Amendments and Updates

15.1. ADIB reserves the right to amend or change these Terms and Conditions, the General Terms and Conditions for Accounts and Islamic Banking Services, the ADIB Covered Card Terms and Conditions, any fees or charges in the Schedule of Charges from time to time at its sole discretion by giving at least two (2) months written notice to Me. Publication of such amendments or changes by such means as the Bank may consider appropriate will constitute effective notice to Me. In the event that I continue to use the Service after the amendment or change in such notification is effective, then I shall be deemed to have accepted and be bound by the said amendments or changes of the Terms and Conditions and waive any right of contestation in respect thereof. ADIB shall update the Terms and Conditions, the General terms and conditions for Accounts and Islamic Banking Services and the ADIB Covered Card Terms and Conditions by posting the same on ADIB's internet home page. For the purpose of this clause, I agree and acknowledge that it is My duty and obligation to check ADIB's internet home page from time to time for any amendment or change to these Terms and Conditions, the General terms and conditions for Accounts and Islamic Banking Services and the ADIB Covered Card Terms and Conditions.

15.2. Where the Bank is required to give notice to the Customer under these Terms and Conditions, such notice shall be considered valid and binding on the Customer if it is displayed at the Bank's branches or on its website, sent by post, SMS or fax or otherwise notified to the Customer or through other electronic means deemed fit to deliver the notice to the Customer.

16. Termination.

16.1. ADIB reserves the right to terminate My use of the Service or any part thereof without notice and with immediate effect if:

- a) I cease to maintain an Account with ADIB in the United Arab Emirates;
- b) My relationship with ADIB relating to any other banking activity has been suspended or terminated;
- c) there are any changes in My work, legal and/or financial that are unacceptable to ADIB;
- d) if ADIB believes that access to the Service is being used to engage in, fulfill or further any form of unlawful, fraudulent, or non-Shari'a complaint activity, or
- e) If I breach any provision of these Terms and Conditions, the General terms and conditions for Accounts and Islamic Banking Services and/or ADIB Covered Card Terms and Conditions.

17. Intellectual Property

17.1. I acknowledge and agree that the Trademarks are exclusively owned by ADIB, its affiliates, or subsidiaries, which have proprietary rights in the Trademarks whether or not the Trademarks are registered, and that My access to the Service should not be construed as granting, by implication, estoppel or otherwise, any license or rights to use these Trademarks.

17.2. I acknowledge and agree that other third parties may have proprietary rights in certain trademarks, service marks, copyrights, or patents, whether registered or not, and that I shall not infringe in any way upon such trademarks, service marks, copyrights, or patents in any way, and that My access to the Service should not be construed as granting, by implication, estoppel, or otherwise, any license or rights to use such trademarks, service marks, copyrights, or patents.

17.3. I acknowledge and agree that ADIB has proprietary rights in certain copyrights or patents, whether registered or not, and unless otherwise stated, permission is granted only to display, copy, and download the contents for My own personal noncommercial use only, provided that I do not modify the materials and that I retain all copyright and other proprietary notices, except that:

a) I shall not copy, reproduce, republish, broadcast, download, store (in any medium), transmit by any means, including but not limited to electronic, mechanical, photocopying, recording or otherwise, show or play in public, adapt or change in any way the said content for any purpose whatsoever.

17.4. I acknowledge and agree that any use of the Trademarks and other intellectual property without the prior written authorization of ADIB or any other relevant third party shall constitute infringement and that I shall be liable for all actual claims, losses, as well as, direct, special, punitive, consequential, compensatory or incidental damages and attorney fees arising out of such infringement.

18. Indemnification

18.1. I shall be liable to, indemnify, compensate and hold harmless ADIB, its directors, employees, agents, and representatives from any and all actual claims or losses imposed on, incurred by or asserted against ADIB to the extent that such claims and losses result from My acts or omissions relating to the Service or by other third parties directly or indirectly, with or without the proper authorization, obtains access to or information from the Service.

19. Waiver

19.1. No failure or delay on the part of ADIB to exercise any power, right or remedy under these Terms and Conditions shall operate as a waiver thereof, nor shall any partial exercise by ADIB of any power, right or remedy prevent any other alternative exercise thereof or the exercise of any other power, right or remedy. The remedies provided in these Terms and Conditions are cumulative and are not exclusive of any remedies provided by law.

20. Severability

20.1. Each of the provisions of the Terms and Conditions are severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of the Terms and Conditions shall not in any way be affected or impaired.

21. Assignments

21.1. ADIB may assign its rights and delegate its duties under these Terms and Conditions to a company affiliated with ADIB or to any other party, and I acknowledge that I possess neither the power nor the right and in no way, shape or form shall assign these Terms and Conditions in whole or in part.

22. Governing Law and Jurisdiction

22.1. The Terms and Conditions shall be governed and interpreted in accordance with the laws of the Emirate of Abu Dhabi and any applicable federal laws of the UAE to the extent they do not conflict with the principles and rules of Islamic Shari'a, as determined by ADIB's Fatwa & Shari'a Supervisory Board. In the event of a dispute arising under these Terms and Conditions, it shall be resolved by courts of Abu Dhabi, provided that ADIB may, if it deems appropriate, bring proceedings in any other jurisdiction.

23. Other terms and conditions

23.1. I hereby acknowledge and understand that these Terms and Conditions are subject to and are an integral part of the General Terms and Conditions for Accounts and Islamic Banking Services, and that in addition to these Terms and Conditions, any and all other provisions contained in relevant ADIB applications, requirements, rules, regulations, local and federal laws governing My Account, shall remain in effect and that I shall remain bound by them.

24. Confirmation

I hereby confirm having carefully read, fully understood and accepted these Terms and Conditions, and in acknowledgement of which I shall tick "I ACCEPT" button related to these Terms and Conditions.