



General Terms & Conditions Booklet

Consumer Banking Services

OF

ARAB AFRCIAN INTERNATIONAL BANK

United Arab Emirates Branches

**Arab African International Bank - UAE Branches
General Terms & Conditions Booklet
“Consumer Banking Services”**

1. Regulatory status.

Arab African International Bank – UAE Branches (the “**Bank**”) is licensed and regulated by the Central Bank of the UAE.

2. Customer’s Relationship with the Bank.

These terms and conditions regulate the banking relationship between its customers (the “**Customer**”) and Arab African International Bank (the “**Bank**”) which will apply upon the Customer’s signature on the account opening application of Arab African International Bank (the “**Account Opening Application**” / “**Application**”), therefore, the Customer acknowledges that these terms and conditions have been carefully read and understood before signing the said Application. Noting that, once the Account Opening Application has been signed, the banking relationship with the Bank shall commence including all terms and conditions that regulate the aforementioned relationship and the Customer shall be obliged to such relationship and all regulating terms and conditions, which will be mentioned herein in details.

In addition to such terms and conditions, the Customer might be required or requested to sign additional separate conditions for special services or products, such as loans, and credit cards (In case of requesting a loan and/or a credit card, the Customer will be required to sign the loan and/or credit card documents and abide to its terms and conditions as well as the terms and conditions mentioned herein).

The Customer agrees and acknowledges that all the terms and conditions mentioned herein, and its amendments thereon as published on the official website of Arab African International Bank, from time to time, and as amended according to the Bank’s sole discretion subject to a notice period from the Bank of minimum 60 days prior to the change

3. Definitions:

- “**Account**”: means any Current Account, Saving Account or any other type of Account opened and maintained in the name of one or more Customers, jointly or severally for the purposes of present and/or future utilization of Banking Services.
- “**Account Holder**”: means the Customer(s) in whose name(s) an Account is opened with the Bank.
- “**Account Opening Application**” / “**Application**”: means a duly signed application (in the Bank’s standard format)
- “**Account Opening Terms & Conditions Booklet**” / “**Booklet**”: means all the terms and conditions mentioned herein and its amendments as published on the official website of Arab African International Bank, from time to time, and as amended according to the Bank’s sole discretion.
- “**Account Statements**”: has the meaning given to that term in Clause 7.
- “**Banking Products**”: means any banking product(s) offered by the Bank to the Customer(s) at any time.
- “**Banking Services**”: means any banking service(s) offered by the Bank to the Customer(s) at any time such as and without limitation to the banking transactions at the Bank’s branches, Direct Banking Services, withdrawals and deposits.
- “**Bank’s Website**” or “**AAIB Website**”: means the official website of Arab African International Bank (located at www.aaib.com).
- “**Business Day**”: means any working day in the UAE on which the Bank is open for business.
- “**CBUAE**” / “**Central Bank**”: means the Central bank of the United Arab Emirates.
- “**Cardholder**”: means the Customer who has an Account with the Bank in its name which is linked to the Debit Card issued by the Bank.
- “**Card Number**”: is the sixteen-digit number printed or embossed on the surface of the Debit Card.
- “**Cards Transaction**”: means any financial or non-financial transactions by using the Debit Card with or without use of PIN or signature, regardless of any slip or other voucher signed by the Cardholder(s).
- “**Communication and/or Delivery Channel(s)**”: means any available channel of communication the Bank deems secure and appropriate to use with the Customer in connection with the Account whether electronically through the electronic mail and/or the Electronic Banking Services and/or facsimile or through mobile phones (calls or text messaging) (in each case, as notified by the Customer from time to time to the Bank) or any other secured channels designated by the Bank, unless the Bank has prescribed a particular mode of delivery and/or communication, in which case, such communication shall not be validly sent or received unless the method of delivery prescribed by the Bank has been followed.
- “**Customer**”: means and includes one or more individual persons who have jointly or severally opened and are maintaining an Account with the Bank pursuant to the Account Opening Application.

- **“Cut-off Time”**: means the specified time by the receiving branches or centre from time to time, after which the processing of any request or application in respect of any Banking Products and Services will be processed by the next Business Day.
- **“Debit Card”**: means an automated teller machine or debit card (including new, renewed, reissued, replacement card), or any other card (excluding credit cards) which the Bank issues to the Customer to facilitate electronic access to the Customer’s Account.
- **“Dormant Customer”**: has the meaning given to that term in Clause 5.5
- **“E-Statement Service”**: has the meaning given to that term in Clause 7.1.
- **“Electronic Banking Services” / “(EBS)”**: means the service provided through the AAIB Web interface for the authorized Customer/User.
- **“Phone Banking Service”**: means the service provided through phone by AAIB call centre / hotline.
- **“PIN”**: means the personal identification number issued by the Bank to the Cardholder(s) to enable the use of the Debit Card(s) at any ATM or POS terminal.
- **“Received by an AAIB computer”**: means the point at which the User’s instruction to the Bank leaves the telecommunications service the Customer/User uses to communicate with the Bank and enters a computer, which the Bank uses as part of the Bank’s EBS Application.
- **“SWIFT”**: means Society for Worldwide Interbank Financial Telecommunications, a computer network which provides interbank communication facilities worldwide.
- **“Tariff of Charges/ Interests”**: means the Bank’s Tariff of charges, fees, expenses, interests, and commissions as amended from time to time and published on the Bank’s Website and all the branches of the Bank in respect of the Bank’s Products and Services.
- **“Transaction”**: means processing of any Banking services offered by the Bank.
- **“UAE”**: means United Arab Emirates.
- **“User”**: means the person who is authorized by the Customer to use AAIB Electronic Banking Services (EBS).
- **“User ID and Password Code”**: means the secret code whereby the authorized Customer/user will be able to retrieve his confidential information/data using EBS Application according to its specification and functionality. The password code may be issued to or adopted by the customer.
- **“User Instructions”**: means any request or instruction received by the Bank and is made by the customer using the Service.

4. Language

This Booklet has been executed in Arabic language and this English version is provided to the Customer as an indicative translation to the Arabic version of the Booklet, and in case of any discrepancies between the Arabic and English versions, the Arabic version shall prevail.

5. Accounts

Dealing on the account shall be carried out either by cheques that the Customer draws on the Current Account or by virtue of a receipt signed by the customer for attesting the reception of money directly, or through requesting to perform internal transfers in favor of beneficiaries from the Bank’s customers and/or non-Bank customers or any other method available for withdrawal operations pursuant to the systems in force at the Bank.

5.1 Current Account: Unless expressly specified to the contrary in any Specific Conditions, credit balances on a Current Account shall not bear any interest.

- Current Accounts may only be opened and maintained by UAE and GCC Nationals and resident foreigners in the UAE. If the Bank has reason to believe that the Customer is not or may no longer be a resident of the UAE, the Bank may freeze or block the Current Account. The Customer may, subject to satisfying any relevant conditions, convert such Current Account to a type of Account that the Bank determines is appropriate in the circumstances. If the Customer does not convert the Current Account within the time period prescribed by the Bank, the Bank may either convert the Current Account into an Account that the Bank considers appropriate or close the Account and transfer any available credit balances to the Customer in any manner that the Bank considers fit. Relevant Notices for actions taken by the Bank will be observed.
- The Bank may issue a cheque book (at the Customer’s expense) in respect of a Current Account. If issued, a cheque book will be made available for physical collection by the Customer at a specified branch of the Bank.
- The Customer acknowledges and will abide by the minimum balance for opening and maintaining the Current account determined by the Bank. If the balance falls below the minimum amount required, a charge will be levied by the Bank as per

the Bank's Tariff and Charges Schedule that made available to the Customer.

- In the event of a Current Account being closed, the Customer must immediately return to the Bank all unused cheques in respect of that Current Account.

5.2 Saving Account:

- The Customer acknowledges and will abide by the minimum balance for opening and maintaining the saving account determined by the Bank. If the balance falls below the minimum amount required, a charge will be levied by the Bank as per the Bank's Tariff and Charges Schedule that made available to the Customer.
- The interest rates are determined by the Bank and shall be calculated on the minimum balance during the month, provided that it would not be less than the minimum balance as being determined by the Bank from time to time.
- The Customer acknowledges that all the regulations and instructions for calculating interests, commissions and expenses of the Bank have been read and understood, also acknowledges the Bank's right to adjust the interest rate and expenses in accordance with the Bank's regulations which are subject to periodic review and change. The Bank will serve the required relevant Notice period,
- The Customer will not be entitled to claim any return or interest on the saving account in case the account closed before the date of adding the specified return or interest as agreed at the time of opening the account, also acknowledges and understands that the cheque books cannot be issued on a saving accounts and it is only issued on current accounts.

5.3 Joint Account: is a bank account between two or more individuals, each of them shall have a specific share in the Account ownership, and if the shares of the joint account are not determined in the Application, it will be divided equally between the Account holders.

- In case of opening Joint Account, the Customers jointly declare that the terms and conditions mentioned in this Booklet in addition to the terms and conditions mentioned in the Account Opening Application shall apply on this account, and also declare the joint responsibility arising from using the account, whereby dealing on this joint account shall be in accordance with joint instructions issued from all parties, unless otherwise agreed in writing between all parties, and such written agreement to be provided to the Bank in a form and substance acceptable to the Bank, and in such case, any payment, transaction or transfer made by the delegated person solely pursuant to such instruction, shall be considered as a discharge for the Bank from any liability towards all parties, the Customers' general and particular successors and creditors regardless the nature or type of such debit, this is including: (a) To deposit or withdraw or perform internal or external transfers for any amount from the account, (b) Invest the money deposited in the account in different aspects of investments which was ordered by any of the parties who have the sole right to act on behalf of the other parties, placing or buying any type of time deposits or certificate deposits and collecting their receivables or interests, (c) Requesting the issuance of any kind of debit cards, (d) Generally, any of the parties acting solely on the account on the other parties' behalf pursuant to this clause have the authority to request any banking transactions even if not explicitly mentioned and without need to prior permission from the account other parties, however, no party shall have the right to issue a power of attorney to third party or revoke it except by the approval of all parties.
- If one of the parties to this account informs the Bank in writing of the presence of dispute among them, or the Bank has been notified of the existence of dispute among the parties, or the parties have undertaken certain actions or transactions that prove the existence of dispute between the parties from the Bank's views, the Bank shall have the right to automatically block the account for the benefit of the parties until the dispute is resolved amicably or judicially.
- If any of the parties to the account has been subject to seizure of possession or garnishment or bankruptcy, such order shall only apply to the share of such party in the account and shall be automatically blocked.
- If one of the parties to the joint account passes away or loses his legal capacity, the others must notify the Bank of the death or capacity loss incident and their desire to keep the account, within a period that does not exceed ten days from the date of death or loss of capacity. In such case, the withdrawal from the joint account shall be suspended until the heirs or the legal guardian on those who lost their capacity are/is determined.
- In case any of the parties maintains other accounts at the Bank in any of its branches whether inside or outside the **United Arab Emirates**, such parties authorize the Bank to automatically debit any credit account, or break any time deposits or certificate deposits for any of the parties automatically and regardless its currency, in order to settle any due amounts to the Bank, so that no party will be entitled to any credit balances except after setting all account dues in any currency, whether principal, interests and any other due expenses.
- In accordance to the above joint account terms and conditions, the parties to this account hereby declare that they shall be fully obligated, and shall accept the general terms and conditions mentioned in the account opening Application that constitute an integral part of these terms and conditions, in addition to debit cards related terms and conditions, the e-statement service and the electronic banking services terms and conditions and any other service and the Tariffs of Charges applicable at the Bank, which the Bank is entitled to change/amend whenever deemed necessary without the parties prior approval and our usage of the account after such change or amendment shall be considered as an acknowledgment and acceptance by the account parties of such change and/or amendment that will be announced whether through the Banks' branches and /or Communication Channels including the Bank's official website. Necessary Notice periods will be observed by the Bank.

5.4 Overdraft: The Customer shall not overdraw any Account without the Bank's prior written consent.

- Notwithstanding the above, the Customer agrees that the Bank shall be entitled to debit the Customer's Account with the amount of any fees, charges, costs or expenses due to the Bank, any cheques, bills of exchange, promissory notes, orders for payment drawn or Debit Card transactions accepted or made by the Customer and to carry out any instructions relating to the Account even if doing so may cause the Account to be overdrawn or any overdraft to be increased.
- If the Bank allows any overdraft to occur or an overdraft to be increased, for any reason, the amount overdrawn, together with interest and other charges, will be repayable immediately upon demand by the Bank.
- The Bank shall be entitled to charge interest on any overdrawn amount at such rate as the Bank shall from time to time determine and shall be calculated in accordance with the Bank's policy and will be debited from the Account at such intervals as the Bank may determine. Any payment by the Customer into an overdrawn Account shall be applied by the Bank first in settlement of interest and other charges on the overdraft and thereafter towards settlement of the principal amount of the overdraft.

Without prejudice to the generality of the above, the Bank is not obliged to permit an overdraft on the Customer's Account to occur or continue.

5.5 Dormant Customer: A Customer who holds account(s) with the bank where there have been no transactions (withdrawals or deposits) or non-financial actions (service requests, due diligence, particulars update, etc.) **for a period of 3 years** from the date of the last transaction on all accounts held with the bank, other than transactions initiated by the Bank

5.6 Dormancy will be considered at the customer level if the Customer does not hold any other active account with the bank, including no outstanding facility, the current address of the Customer is unknown and there has been no correspondence received from the Customer on the agreed channels.

5.7 Account Reactivation Upon Customer request The Bank may allow the activation of the accounts after taking photocopy of Customer current ID, verifying them with the originals and updating other details of customer profile.

5.8 Dormant Accounts Important disclosures:

- The Bank may cash any cheques drawn on any of the customer's dormant account(s) and to execute any Standing Instructions on the Dormant Account(s) and the Customer's understands that this will not be considered a reactivation to Account(s) subject to being notified after disbursement of any of the cheques by any authorized Bank's means of communication.
- The customer acknowledges full understanding for the continuing calculation of interest due regarding interest generating Account(s), in accordance with the Account's type and the interest rates and periods.
- The Bank reserves the right to close Inactive Account(s) if the Account(s) balance has fallen to the level that cannot meet the bank's charges thereof, subject to necessary notification to the Customer.
- The Regulations of CBUAE regarding Dormant Accounts will be applied including (a) closing the account after and transferring the balances, if any, to internal accounts (b) transferring the balances to the CBUAE. The balances transferred to CBUAE will be maintained in a designated account under the custody of CBUAE. The Customer will have the right to claim the Dormant Accounts' Balance(s) notwithstanding the transfer to internal account in the bank or the CBUAE as per relevant terms and conditions.

6. Time Deposit & Green Pearls Deposit.

Time Deposit and Green Pearls Deposit are saving deposits each in the respective currencies approved by the Bank, made for a duration of time that is agreed between the Bank and the Customer in the signed Time Deposit or the Green Pearls Deposit request including but not limited to the following terms and conditions:

- Principal amount and interest at maturity date of the Time Deposit or Green Pearls Deposit will be credited to the Account specified in the signed Request, unless the Customer requested otherwise afterwards in the manner the Bank deems acceptable.
- The minimum balance for requesting of Time Deposit or Green Pearls Deposit is determined according to the Bank's Tariff of Charges / Interests.
- Customer's requests of redemption or breaking of Green Pearls shall be made according to the redemption table set by the Bank, accordingly the recalculation of interest rate is made in accordance with redemption table retroactively since the date of the Request, **.In case of breaking a time deposit during the agreed tenure, the Customer will not be entitled to receive any interest for the past period since the establishment or last renewal of the deposit.**
- The value of the Time Deposit or Green Pearls Deposit cannot be redeemed except with the joint approval of all beneficiaries, unless otherwise is agreed in the Request or afterwards in the manner the Bank deems acceptable.
- The Request is considered a temporary receipt of Customer instruction which will be subject to all Bank's procedures, accordingly, the Bank will provide the Customer with a confirmation advice indicating applicable interest rate, deposit serial number and other details,
- In the event the Request for Time Deposit or Green Pearls Deposit cannot be fulfilled by the Bank for any proper reason, the Bank will notify the Customer via Communication and/or Delivery Channels.
- The Customer shall notify the Bank in writing in the manner the Bank deems acceptable of any eventual change in the Request within 2 Business Days from the date of signing the Request.
- **For the Time Deposit**, the value of the Time deposit is indivisible during the duration and until the date of its maturity.

- **For the Green Pearls Deposit**, interest calculation starts after two working days of signing the Request, and the Customer is not allowed to redeem or break Green Pearls Deposit before six months of the Request date.

7. Account Statements.

- The Bank shall provide an Account Statement (“**Account Statement**”) to the Customer for each Account held with the Bank on monthly basis and free of charge, unless otherwise requested by the Customer, any request for additional statement out of the statement cycle will be subject to a charge as per the Bank’s Tariff and Charges made available to Customer. Account Statements shall be delivered by electronic mail to the Customer’s registered electronic mail address in the Bank’s records.
- It is the Customer’s responsibility to set up, maintain and regularly review the security arrangements concerning access to and use of the Customer’s electronic mail and internet systems. Any Account Statement delivered electronically will be deemed to constitute an Account Statement as required by applicable law and shall, for all purposes, satisfy the Bank’s obligations to deliver to the Customer an Account Statement.
- In circumstances where the Bank determines it is not reasonably practical to deliver Account Statements to the Customer electronically, the Bank may deliver such statements of account in any manner it considers appropriate.
- It is the Customer’s responsibility to review each Account Statement (and acknowledge receipt where required by the Bank to do so) and notify the Bank of any discrepancy within thirty (30) Business Days of receiving it, failing which the Account Statement shall be deemed to be correct (subject to the Bank’s right to rectify any error) and accepted by the Customer.
- The Customer may not thereafter raise any objections to the Account Statement and the Account Statements maintained by the Bank as to the status of the Customer’s Accounts shall be conclusive and binding on the Customer.
- It is the Customer’s responsibility to notify the Bank if the Customer does not receive an account statement or is otherwise unable to access an Account Statement within thirty (30) days of the date on which the Account Statement should have been received or made available to the Customer.
- The Bank shall be entitled to rectify any error in any Account Statement, and the Bank shall not be liable for the Customer’s non-receipt or late receipt of Account Statements.
- The Bank may suspend the delivery of Account Statements if it has grounds for believing that the Customer is not receiving such Account Statements.

7.1 E-Statement Service: is the service for sending the Customer’s Account Statement(s) to the Customer’s e-mail registered with the Bank or via the Electronic Banking Services.

- The Customer acknowledges the acceptance to the E-Statement Service and that its availability is subject to the Bank’s sole discretion in case the Bank decided that the E-Statement Service is not compatible with the nature of the Account or the unavailability of the necessary security procedures for availing the E-Statement Service in a secure and valid manner, and that the Bank has the right not to avail E-Statement Service on the Account.
- The Customer acknowledges the acceptance to receive, the Account Statement(s) electronically through the e-mail registered with the Bank on monthly basis or according to the agreed upon Account Statements frequency stated in the Account Opening Application and declares that the E-Statement option will replace the physical statements sent through post, and that the Bank will not be responsible if the E-statement is not received due to issues with the Customer e-mail ID/mailbox, accordingly, The Customer will be able to review and/or print Account Statements through e-mail as well as through internet banking services.
- For data protection, the E-Statement will be password protected. The Customer must enter the password to review the e-statement. Losing the password or using it by any other person is the Customer’s sole responsibility.
- In order to maintain the privacy and security of data, the Customer must keep the password confidential and may not disclose the password to any person including any of the Bank’s employees.
- The Customer acknowledges that receiving E-Statements, even when password protected, have some risks; including but not limited to electronic hacking operations or force majeure or any other incident that may lead to non-receiving the E-Statement and acknowledges accepting these risks.
- The E-Statement will be sent to one email address only even in the case of joint accounts or non-individual accounts with multiple signatories.
- In case of service failure, the Bank will notify the Customer through e-mail or mobile text messaging that the bank statement will be sent by post. The Bank will inform the Customer of any service interruption caused by a pre-scheduled maintenance through Communication and/or Delivery Channel(s) or the Bank’s official website.
- The Customer must notify the bank of any errors relating to the content or any entry of the E-Statement or inability to access thereto and in case no objection regarding the contents or any entry in the accounts is received by the Bank within 30 days from the date of receipt of the E-Statement, the records of the bank shall be deemed as a conclusive evidence of the correctness of all debits and credits and balances of the account(s).
- The Customer shall notify the Bank, immediately upon discovering any incident of unauthorized access to the E-Statement by any person other than me or any other form of misuse of the E-Statement service or any electronic hacking operations related to my e-mail.

- The Bank may, at its sole discretion and for the sake of protecting the Customer's interest, stop, terminate, or eliminate the use of the Service or any part thereof, taking in consideration; notifying the Customer by any means that the Bank deems appropriate, and it shall not affect any due rights and compensation for any party, provided that; the Customer shall be notified by the reason of stopping and cancelling the service, if possible.
- The Bank may hold some or all E-Banking Services, in case of an emergency and routine closures or shutdown, or to conduct maintenance or improve the services or in case of stop using the service for a relatively long time (6 months) or in case the Bank sees it is necessary or recommended to do so subject to necessary notification.

8. Customer's Standing Instructions.

- The Bank may act on any standing instruction (in any format and sent or received via any channel acceptable to the Bank) and is authorized to debit an Account of the Customer if it reasonably believes such instructions have been given by the Customer.
- If the Bank doubts the clarity, authenticity or validity of any instruction, it may delay or refuse to carry out such instruction until confirmed by the Customer. If the Customer has reason to believe that any instructions given to the Bank are unauthorized or fraudulent, the Customer must immediately notify the Bank. Unless and until otherwise notified by the Customer, all instructions received by the Bank which comply with these General Conditions shall be deemed to have originated from the Customer, and the Bank shall be entitled to rely on such instructions without any further investigation or enquiry.
- The Customer acknowledges and agrees that the Bank may not be able to reverse or nullify any transaction executed based on instructions received prior to the Customer notifying the Bank in accordance with this Clause.
- The Customer must always ensure the availability of sufficient funds in an Account or other arrangements with the Bank in order to meet any instruction issued by the Customer.

8.1 Customer's Standing Instructions for the receipt and implementation of Account related Banking Transactions via **electronic mail (E-mail) and/or the facsimile.**

- The Customer hereby authorizes the Bank to execute all banking transactions received by the Bank through E-mail from the addresses stated in the Application; including the instruction attached to the E-mail or written in body mail or through facsimile or any of the secured channels designated by the Bank, including but not limited to; transfers whether internal between my Accounts or to other Accounts or external transfers to accounts at other banks, inquiring and confirming/verifying balances of my Accounts whether credit or debit balances, withdrawals, utilization of credit facilities or loans granted from the Bank (if any) according to its terms and conditions as stated in such facility or loan documents, confirm cheques disbursement (if requested by the Bank), requesting cheque books, opening sub-accounts, requesting Time Deposits and/or Green Pearls Deposit, and requesting its redemption, issuance of supplementary credit and/or debit cards, updating Account information (if requested or accepted by the Bank), subscribing in the new features of the Electronic Banking Services from time to time, confirming/acknowledging any amendment or change in the Account Opening Terms and Conditions or any other product or service offered by the Bank, and/or any other banking transactions, (the "**Banking Transactions**").
- In accordance with this Clause, the Customer will be committed to sending the instructions through (E-mail) and/or the facsimile pertaining to the Banking Transactions during the official working hours and its content shall be considered as final and explicit, accordingly, the Customer authorizes the Bank to debit from the main Account and its sub-accounts at the Bank or any of its branches, and the Customer may not object in any way on what the Bank implements according to this Standing Instructions. Thus, the Bank is entitled to refuse implementing the Instructions sent through Communication Channels in cases of insufficient balance in the Accounts and/or cancelling or suspending credit facilities or loans granted from the Bank and/or according to the Bank's internal policies and approvals and/or for any other reason according to the Bank's sole discretion, The customer also discharges the Bank and its employees of any obligations or responsibilities in relation to incorrect or inaccurate instructions, or instructions received after or not during the Bank's official working hours, accordingly the Customer acknowledges that executing Banking instructions always may not be executed in the same time of sending the Instructions.
- In the event that the Bank agrees to execute the Banking Transaction(s) stated in my Instructions sent through (E-mail) and/or the facsimile, the Customer hereby declares acknowledgment and acceptance to all the terms, conditions, undertakings and obligations as stated in the Bank's forms and contracts, whether on the front of the Bank forms or its back and fully discharge the Bank from any responsibility or from any damage that may accrue to the Customer as a result of executing such instructions / request, and has no right to derogate from any condition, undertaking or obligation on the grounds of the non-acknowledgment of its content or that it is not stated in the Instructions attached to the E-mail or written in body mail, and also declares and acknowledges that the Bank is entitled whether to notify the Customer or not with accepting or rejecting the execution of the instructions, and that in cases of doubt regarding the validity of the Instruction and the inability to confirm with the Customer, the Bank will be entitled not to execute my instructions.
- The Customer declares commitment to produce the original instructions in hard copy / physical form and marking it ("already sent via E-mail and/or facsimile") and bearing verified signatures at the Bank, within five working days, to avoid duplication of executing the instructions, and in case the original instructions do not reach the Bank, the instructions sent via E-mail and/or facsimile shall be considered as the original in front of all the governmental and non-governmental authorities, and that the Customer shall abide to them, and accordingly, may not allege the non-issuance of such instructions in a physical form as long as there is a copy of

the instructions sent through E-mail or facsimile and that has been executed by the Bank, and that the Customer has no right to request the original of instruction for any reason, and also accepts to be bound by the Bank's Tariff of Charges applicable on the said communicated Banking Transactions.

- The Customer acknowledges that, in case of receiving the original of the instructions different from what was stated in the instructions sent through E-mail or facsimile, the Customer will be bound by the instructions or what the Bank has executed whatsoever, and its related obligations arising from it.
- The Customer agrees and acknowledges the validity and correctness of the instructions sent by e-mail regarding the Banking Transaction(s), whereby the bank has the right to rely on them as an original in front of all the governmental and non-governmental authorities and that will abide by all its content, also declares not protest that those instructions were not issued by the Customer, and accordingly, the protection and security of the E-mail or facsimile against piracy/hacking operations as well as sending encrypted instructions or using any other means of protection for those instructions in order to reduce electronic piracy/ hacking operations is the Customer's sole responsibility, and accordingly, the verifying the correctness, safety and non-repetition of instructions is the Customer's sole responsibility, and the Bank will not be responsible for executing any instructions / repeated Banking Transactions sent through E-mail or facsimile, and the Bank has the right to accept or reject executing such instructions under the Customer responsibility and expense, and accordingly the Bank is authorized to directly debit the Customer's Accounts for any expenses related to the Instruction and/or claim them.
- The Bank is irrevocably authorized to inquire/ investigate about the Customer and/or about all or part of the Banking Transactions and/or the related parties thereto. or information whether financial or non-financial, whether relates to the customer or the parties associated thereto, and also is granted the same authorization to the Bank's affiliated and sister companies and also all parties that the Bank deems necessary and appropriate to conduct such inquiry/investigation. In addition, The Customer authorizes the Bank to provide or exchange any information in relation to the Banking Transactions, and also authorizes the Bank irrevocably and unconditionally to suspend or postpone the execution of any of the Banking Transactions in case the Bank deems necessary to obtain a written confirmation with the Customer verified signatures in order to verify that such Banking Transactions do not violate or conflict with the applicable laws in the United Arab Emirates, the internal Bank policies and regulations or if contradicting with any binding regulations to the Bank issued from any internal or external regulatory body, according to the Bank's absolute discretion in this regards.
- The Customer also accepts and authorizes the Bank to record all phone calls of the Bank's customer service center as a part of the security procedures and that these recorded call and instructions are considered a legal and recognized proof of the validity of the executed instructions to rely on in case of any objection from the Customer's side.
- The Customer also acknowledges that securing the data in relation to the Standing instructions whether faxes numbers, E-mail addresses or Signature specimens is The Customer's sole responsibility and that the Bank will not bear any responsibility of any forgery, imitation or hacking made to any of them as such Standing instructions have been made upon the Customer request.
- The Customer may request for cancellation of the Standing instructions upon written request that shall be presented and signed physically at the Bank's branches and not through the E-mail or facsimile and by all means before (15) fifteen days from quested date of cancellation, however, the Bank is entitled to cancel the Standing instructions at any time in case the Bank deems that the security of the Standing instructions has been materially compromised or any of the Standing Instructions' conditions have been violated or the Bank ceases to accept this kind of Standing Instructions.
- The Customer acknowledges that in case of canceling the Standing instructions whether from the Customer or the Bank, this will not affect the Bank's rights or the Customer's responsibilities in relation to any instructions sent through E-mail or facsimile received before the date of cancelation.
- The Customer acknowledges full commitment not to send to the Bank any instructions through E-mail or facsimile, except by using the addresses and/or numbers stated and provided to the Bank in the Application.

9. Electronic Banking Services.

Upon submitting the Customer's request of subscription to the Electronic Banking Services, The Customer will be declaring compliance, without any reservations, to any terms and conditions that regulate the Electronic Banking Services including the Phone Banking Services, and all its related provisions that are determined by the Bank. Furthermore, the Customer certifies that all data and information, mentioned in the signed request of subscription, are valid and correct, therefore, all terms and conditions shall constitute an integral part of the request of subscription, and complementary to its provisions. These terms and conditions will be the final binding agreement with the Bank; that are confirmed to be carefully read and understood before signing.

- The Bank offers Electronic Banking Services to its individual customers, where The Customer may review balances through the Bank website.
- The Customer declares that upon the request to avail the Electronic Banking Services, full understanding and acceptance to comply with all the terms and conditions of this Booklet and in specific the Electronic Banking Services related terms and conditions being applicable to the Service, as may be amended from time to time.

9.1 Terms and conditions of Electronic Banking Services:

Before using the Service, the Customer must register for the said service through following the instructions which will be sent to email registered at the Bank's side. Registration requires the use of the user ID and Passcode that have been sent to the Customer via email. If the customer faces any difficulties during the registration steps, customer can call 8002242 for help and support.

- **Service Availability:** Electronic Banking Services are available 7 days a week and the Bank has the right at any time to stop the service temporarily, whether in case of service disruption, or a planned maintenance work for the website and/or due to the occurrence or suspicioning of a security breach of the Website that may affect the safety of using the Website - or for other technical reasons and/or other than technical and/or security reasons, provided that the Customer is informed in advance, if possible, as well as the expected time for the service to return to normal.
- **Security Measures:** The Customer shall observe and comply with any security alerts or phishing alerts that are posted on the Bank's website from time to time.
- The Bank safeguards and protects the confidentiality of my information internally and externally; externally by ensuring that any disclosure is limited to the information requested by a competent authority authorized to request such disclosure be it a judicial or regulatory body, and internally by disclosing the Customer's information only to authorized personnel and ensuring that the Bank's employees abide by the terms and conditions of confidentiality in compliance with the internal regulations and the applicable laws.
- **New Features or Electronic Banking Service:** (a) The Bank performs enhancements to the Service when it deems appropriate and may at any time add new features to the Service and/or develop entirely new Electronic Banking Services, (b) the Bank shall have the right to set new terms and conditions for the new service which will be available on the Bank's website and may require a new registration for the new service through following the instructions as determined and sent to the Customer's registered e-mail or mobile number at the Bank's side, (c) the Bank at its absolute discretion determines the eligibility of availing the new feature or service to the Customer or not, (d) using the new feature or service by the Customer will be considered as an acknowledgment and acceptance from the Customer's side to be bound by such new terms and conditions for the new feature or service being an integral part of the service application and complementary to its terms.

9.2 Phone Banking Service: is the service provided through phone and will be activated upon the Customer's request to activate the service and upon the Bank acceptance of the request and authorization to use such service through AAIB contact center on the hotline 8002242_____ which is operating 24/7.

- The Customer acknowledges that the Phone Banking Service is outsourced by the Bank to a third party outside UAE and understands all risks that may arise thereof.
- The Bank has the right to record the Customer's calls during the Customer's use of Phone Banking Service and this recording may be used in resolving any legal issue that may occur in the future without any liability on the Bank.
- The Bank records will be evidence in connection with the Phone Banking Service and the Customer agrees not to object to the admission of these records as evidence in any legal proceedings by claiming that the records are not originals, are not in writing, are hearsay or are statements in documents produced by a computer.

10. Debit Cards.

When the Customer requests the Bank to issue a principal and /or supplementary Debit Card (the "Card") accepts to comply with all the following terms and conditions:

10.1 Card Property:

The principal and supplementary card (if any) shall always remain the Bank's full property and the Customer shall be fully responsible for all of the obligations arising from using the principal card and all supplementary cards (if any).

10.2 The local and international use of the card:

- The Bank shall determine the equivalent rate of currencies for the operations that are made by using the Card. The Cardholder shall not be entitled to object to the applied exchange rates, and the Bank shall determine the maximum limit for daily withdrawals of local or foreign currency from the balance of the Cardholder's account and for the payment of goods and services and shall also be entitled from time to time to change this limit at its own discretion and notify the Cardholder with this new limit within necessary notice period.
- All entries in the Cardholder's account for any operation shall be in Arab Emirates Dirham or depending on the type and currency of the card and the value of operations in foreign currency shall be converted to AED currency at the Bank's exchange rate on the date of the conversion or execution according to the Bank's discretion, in addition to applied Bank's commission for the foreign currency exchange operation.
- The Cardholder explicitly declares accepting full responsibility for all the sums that are used by the supplementary card and any other liability arising or related to the use of this supplementary card through the card validity period in addition to any dues arise after the card closure date.

10.3 Debit Limits:

- The operations that are concluded by debiting any of the Cardholder's accounts by using the Card depend on the balance available at the account at the time and date of using the Card, the Cardholder shall not be entitled to exceed this balance. If the balance is exceeded for any reason, the Cardholder shall cover this excess upon the Bank's first demand.

10.4 Preserving the card:

- The Cardholder shall preserve the card, and not to allow any other person to use it and not to disclose the PIN to anyone.

10.5 Responsibility for using the card:

- The Cardholder must sign the sales vouchers for any transaction of the Card and keep a copy of such vouchers. The Cardholder shall not be exempted of any liability towards the Bank in the absence of a signature on said vouchers.
- The Bank shall not be liable for any dispute between the Cardholder and the merchants concerning goods or services received, and if the merchant issues a voucher for the refund of a sum of money for a sales transaction or service offered by using the Card, the Bank shall then add the sum to the account. If the refund sales voucher does not reach the Bank, the Cardholder shall complete a dispute form in order for the Bank to initiate charge back to reserve his rights.
- The Cardholder shall be responsible for any transactions authorized by the Bank whereby the debit card has been electronically accepted through either the Automated Teller Machines ("ATM") or Point of Sale ("POS").
- The Bank's records shall be final and binding to the Cardholder in all cases for the use of the Card on ATM or POS terminals.
- The Bank shall be entitled to debit the Account with the total value of the withdrawals and purchase transactions that have been made by using the Card, in addition to debiting of fees, taxes, costs and different commissions from the Account according to the Bank's Tariff of Charges published on the Bank's website www.aaib.com.
- Cash deposits of banknotes in ATM machines may be acceptable whenever the machines have such feature and the value shall be added to the Card's account upon collection, the Bank's calculation of account shall be final and binding.
- The Bank shall deduct the value of any counterfeit banknotes present with cash from the total sum of the deposit. The Cardholder shall be personally civilly and criminally liable therefore and the Bank shall be entitled to undertake the legal proceedings it considers necessary and notify the competent authorities.

10.6 Exemption of Bank's Liability:

- The Bank shall not be liable and the principal and/or the supplementary Cardholder shall not be entitled to recourse against the Bank for any rejection of the Card by any merchant/ ATM/POS that is not owned by the Bank.
- The Bank shall not be liable and the principal and/or the supplementary Cardholder shall not be entitled to recourse against the bank for nonfunctioning of the ATM or POS machines due to electrical or mechanical failure or the non-existence of cash in the ATM machines or the withdrawal of the Card or any other technical reason.

10.7 The Bank shall not be liable in any of the following cases:

- Any failure, error, or delay in implementing all or some of the Customer's instructions for reasons attributed to the Customer or beyond the control of the Bank.
- Unlicensed access by any person to the Customer's cell phone, e-mail, or obtainment of username and password by any person; or any fraudulent act.
- Loss of any data, instructions, or message during electronic sending.
- Any dispute arising out between the Cardholder and any of the cell phone or internet service providers.
- Indemnity claims regarding any harm resulting from issuing the Card or using it by the Cardholder or any other third party.

10.8 The cancellation of the card:

- The Bank shall be entitled to cancel the principal and/or the supplementary card in the following cases:
- In case, the Cardholder is declared bankrupt or there is a legal action.
- If the Bank unilaterally and according to its policies, decides to cancel, suspend, restore or not to renew the Card and is then entitled to exercise this right subject to necessary prior notice without the cardholder's approval and notify the Cardholder with whatever mean the Bank considers suitable, mentioning the reason if possible.
- The Cardholder shall be entitled not to renew the Card or cancel it at any time provided that the Cardholder notifies the Bank in writing and must then return principal and the supplementary card (if any) and destroy the Card(s) upon delivery to the Bank, and request to be finalized within two working days.
- If the principal card is cancelled or not renewed by the Bank or the Cardholder, the Cardholder shall be liable despite the cancellation or non-renewal for all the due sums used by the principal or supplementary card in according with the conditions of this application.

10.9 Notification for the Loss of the card:

- The Cardholder must immediately notify the Bank's call center at 8002242 24/7 service upon the loss or the theft of the principal and/or the supplementary card, such notification must include the following information: (The customer full name, date of Birth, I.D number in addition to the card number and the expiry date and the account number, the date and the time of the loss or the theft of the card), and the Bank shall suspend and cancel the card immediately upon receiving a valid notification.
- The cardholder shall then be entitled to apply for a new replacement card and shall bear the Bank's costs and fees for this issuance according to the Bank's Tariff of Charges.
- The cardholder shall be liable for all sums appearing in purchase statements or cash withdrawals that have occurred by virtue of the Card until the moment the Bank or its call center is correctly notified of the event of loss or theft of the Card.
- The Cardholder shall return the blocked card to the Bank in the event it was found later.

10.10 Miscellaneous Provisions:

- If any dispute arises between the Bank and The Cardholder, the data appearing in the MasterCard / Visa international organization registries concerning the operations that had been made by using the principal or supplementary card shall be binding to the Cardholder and cannot be proved otherwise.
- If the Cardholder wants to dispute any transaction, dispute form to be filled in any of the Bank branches within 30 days from statement date of the transaction under dispute. If dispute was settled in favor of the Bank, dispute fees to be deducted according to the Bank's Tariff of Charges.
- In case of any dispute arises between the Cardholder and the Bank, the data stipulated in Visa / MasterCard institutions concerning all transactions made by the primary and supplementary card are final and binding on the Cardholder. Furthermore, all e-mails received by the Bank from Visa / MasterCard institutions will be binding on the Cardholder who will have no right to object or deny its photocopy submitted by the Bank. In case of disputing any transaction made by the Card, a dispute request shall be submitted through one of the Bank's branches provided that; the dispute request shall be submitted no later than 30 days from the date of account statement of such transaction, and dispute charges will be deducted from the Cardholder Account in case the dispute is settled in favour of the Bank.

11. Fund Transfers

The Customer commits and accepts to comply with all the following terms and conditions in relation to Fund Transfers:

11.1 Responsibility of the Bank:

- The Bank is only responsible for making a good faith effort to execute the payment order described in the Transfer Request/Order (the "Order") signed by the Customer.
- The Order may be sent by whatever transmission method the Bank considers to be acceptable, The Order may be executed directly to the Beneficiary Bank, or indirectly to the Beneficiary Bank through another bank, government agency, or other third party that the Bank considers to be legally acceptable. The bank is entitled to outsource any third-party of its choice to perform any of its obligation without referring to the customer or the beneficiary.

11.2 Limitation of Liability:

- The Bank will not be liable for any loss or damage due to the failure, delay, or error of: (1) the method of transmission selected by the Bank, (2) a third party selected by the Bank to receive the Order, (3) the beneficiary bank, or (4) the non-execution of transfer due to incomplete or inaccurate data provided by the customer. In no event will the Bank be liable for damages arising directly or indirectly if the Order is executed by the Bank in good faith and in accordance with the terms and conditions of this Order. Regardless of the form or nature of any claim or action, in no event will the Bank be liable for punitive, incidental, or consequential damages, whether or not the Bank have been advised of the possibility of such damages.

11.3 Reliance on Information Provided by the Customer:

- The Bank may rely on the Bank Identifier Code (BIC), and IBAN/account number of the Beneficiary to validate the accuracy of payment instructions.

11.4 Compliance:

- The Order shall comply with all conditions and requirements according to the applicable laws, regulations, procedures, international financial laws and sanctions laws and regulations, in addition to AAIB General terms and conditions for Account Opening, otherwise the bank has the right not to execute the Order.

11.5 Refund and Non-execution:

- If the Beneficiary Bank does not pay the Beneficiary specified on the Order, a refund will be made only after the Bank has received confirmation of the effective cancellation of the Order. **If the order is payable in Foreign Currency, the Bank will not be liable for a value of the Order after it has been converted from Foreign Currency to AED at the Bank's buying rate for exchange**

at such time as the cancellation of the Order is confirmed by the Bank. The Bank will not be responsible for any funds transfer made in accordance with customer's instructions and in case the transfer's amount has been reserved or held by the correspondent due to the correspondent internal policy or any other applied sanctions policy.

- The Bank reserves the right not to complete process, or to delay the Order without any liability or obligation on its part, if the Bank is to discern any of the following:
 - (a) The information given is incomplete or is not sufficiently clear for example but not limited to, name and account number of the Beneficiary, Beneficiary's bank name, SWIFT code, Beneficiary's International Bank Account Number (IBAN), amount and currency of transfer.
 - (b) Insufficient funds in the determined account.
 - (c) Does not meet any act or order of a regulatory authority/Government agency.
 - (d) Any failure or delay or error related to either the method selected by the bank to process the transfer, or any third party selected by the Bank to receive the transfer, or the beneficiary's bank.
 - (e) Other reason beyond the control of the Bank.

11.6 Finality of orders:

- The order will be final and will not be subject to stopping or recall, except that the Bank may, at the originator's request (Customer), make an effort to stop or recall payment. In such case, the Bank will not be liable for its failure or inability to do so.

11.7 Fees and commissions:

- The Bank will charge the Customer with the Transfer fees and commissions according to Bank's Tariff of Charges made available to customer.

Warning: Additional fees may be levied by the correspondent bank/financial institution or entity providing financial services to the beneficiary of remittances

Warning: Penalties and Fees may be applied if there is a customer error or omission in providing correct or incomplete information for remittances.

11.8 Transfer execution times:

- If the transfer request is submitted after the Cut-off Time in this regard, the request shall be considered to have been submitted on the next Business Day.

12. Bank Drafts.

The customer commits and accepts to comply with all the following terms and conditions in relation to Bank Drafts:

12.1 non-execution:

The Bank reserves the right not to process, or to delay issuing Bank Drafts without any liability / obligation on the part of the Bank, if the Bank is to discern any of the following:

- (a) The information given is incomplete or not sufficiently clear.
- (b) Insufficient funds in the determined account.
- (c) Does not meet any act or order of a regulatory authority/Government agency.
- (d) Other reason beyond the control of the Bank.

12.2 Limitation of Liability:

- The bank shall not be liable if the payment of Bank Draft is stopped, or funds withheld by action of regulatory or legal authorities for any reason or cause whatsoever.
- In the event of loss, damage to or mutilation of the Bank Draft, the bank shall not be liable if payment made to persons other than payee or goodwill endorser, unless it is promptly notified and asked to take precautionary measures.
- Original of the Bank Draft must be presented for disbursement or cancelation or editing its content.

12.3 Fees and commissions:

- The Bank will charge the Customer with the issuing fees and commissions of the Bank Drafts according to Bank's Tariff of Charges made available to customer.

13. Cheque Issuance.

- The Customer agrees and acknowledges that applying for a cheque book will not be available unless the Bank's determined period from opening the Account has passed and the application for issuing cheque book takes a specific period from the applying date and the Bank shall not bear any responsibility regarding such periods now or in the future.

- The Customer must ensure the safe and proper custody of cheque books at all times. The Customer must promptly notify the Bank and the relevant authorities in case a cheque book or any cheque is lost or stolen. Unless and until the Bank has received such notification, the Customer shall be responsible for any cheque drawn on the Customer's Current Account or other Accounts as the case may and unless otherwise instructed in writing with the Customer's Standing Instructions.
- The Customer shall not write cheques in a manner which allows such cheque to be easily altered or forged.
- The Bank is entitled to debit the Customer's Current Account with the amount of any cheques written by the Customer. Digital images or electronic representations of cheques may be made or captured and used by financial institutions, including the Bank, involved in the exchange and clearance of cheques in the UAE. As such, original cheques may be destroyed and will not be returned to the Customer. The Bank is entitled to act on any such image or representation for all purposes as if it were an original cheque.
- The Customer is obliged to ensure that the total amount of cheques that the Customer has written on the Customer's Current Account do not, at any time, exceed the credit balance available in such Current Account. The Bank is entitled (but not obliged) to refuse to honor any cheques drawn against an insufficient credit balance on the Customer's Current Account.
- The Bank shall be entitled to impose charges on cheques which are returned unpaid as per the Bank's Tariff and Charges that is made available to the Customer. If cheques are returned due to insufficient funds in the Customer's Current Account, the Bank may close the relevant Current Account, collect from the Customer any unused cheques subject to necessary notice to the Customer.
- **The Bank will report the name of the Customer and returned cheque details to, the Etihad Credit Bureau or any other competent authority and the account will be closed if 4 cheques are returned in a year for insufficient funds, the Bank may report the Customer to the Central Bank of UAE without any liability on the Bank and without any notice to the Customer.**
- In case of presenting the cheque in AED currency and the account was insufficient to cover the cheque value, the Customer authorizes the Bank to deduct on any of Customer's Accounts with Bank whichever its type and/or in other foreign currencies through executing a foreign currencies exchange transaction to cover the Account with the value equivalent to the cheque amount according to the Bank applicable exchange rate at the day of presenting cheque, also the Customer authorizes the Bank in case of presenting the cheque in foreign currency and the account balance was insufficient to cover the cheque in this foreign currency, to deduct on any of Customer's Accounts with Bank whichever it type and/or in other foreign currencies with the value equivalent to the cheque amount in the AED currency only if the beneficiary accepts the equivalent value in AED currency, in all cases the Customer authorizes the Bank in case of insufficient balance in the current account related to the presented cheque to deduct any of the Customer accounts with the Bank whether Current Account or Saving or with the same cheque currency or any other currency to cover the Account related to the presented cheque, enforcing all of what is mentioned in this clause is subject to the bank's absolute discretion and unless otherwise instructed in writing by the Customer's Standing Instructions.
- The Customer acknowledges that Bank may partially pay any part of a returned Cheque to the beneficiary up to available balance if the beneficiary requests so, without a need for approval from the Customer who issued the Cheque. The beneficiary has the right to have several partial payments of the Cheque till full payment of the Cheque amount.
- The Customer agrees that any instructions to stop payment of any cheque shall only be accepted in accordance with applicable law and the Bank's policy. In accordance with applicable law, the Bank will not accept a stop payment of any cheque other than where such cheque has been lost, stolen or upon the bankruptcy of the bearer. The Customer accepts that the Bank has no liability if it fails to comply with the Customer's instructions or for any consequences and cost, including, without limitation, legal fees and penalties, which may arise out of the Bank's compliance with such instructions.
- The Bank reserves the right to refuse to honor any cheque which does not meet the requirements of the Bank, the Central Bank of the UAE or any applicable laws or for any other reason permitted by applicable law.
- The Bank may, but is not obliged to, honor any cheque presented more than six (6) months after the date of its issue.

14. Cheque and Other Instruments for Collection.

- The Bank may accept cheques or other similar payment instruments for deposit to the Customer's Account if such cheques or payment instruments are made out in the Customer's favour or otherwise endorsed to the Customer's order. In receiving cheques or other similar payment instruments for collection, the Bank (together with any Delegate) acts merely as the Customer's collecting agent and assumes no responsibility for the realization of such cheques or instruments.
- In the event of non-acceptance or non-settlement of an instrument, the Bank shall notify the Customer of such non-acceptance or non-settlement of the instrument, the Bank shall be exempted from any liability related to any delay in collecting, submitting, protesting, not paying or not accepting or loss all or part of the cheques, bills of exchange, promissory notes and/or any other commercial papers, deposited by the Customer for collection or deduction whether submitted by the Customer or his clients or agents. The Bank shall also be exempted from liability in relation to any protest or notice of non-acceptance or nonpayment of all or part of such documents deposited with the Bank. The Bank shall also be exempted from reporting any protest in the legal timeframe, in addition, the customer shall exempt the Bank from any risks to which it may be exposed as a result of paying cheques, bills of exchange, promissory notes or other commercial papers on behalf of the Customer, also the Customer shall be liable for indemnifying the Bank against all the damages, losses or expenses that the Bank may sustain or suffer as a result of the foregoing.

- In case, the Customer requests from the Bank to collect cheques to his Account and any of such cheques returned without collection for any reason as well as the non-receipt of such returned cheques within 30 days of notifying the Customer of the cheques return, the Bank shall have the right to send such cheques by registered mail to the last registered address with the Bank without any liability on the Bank.
- The Bank shall be under no obligation to notify or take any action against any other party.
- The Customer agrees that the proceeds of any cheques or other payment instruments shall not be available for withdrawal until actually received and cleared by the Bank. Without prejudice and in addition to any of the Bank's rights under applicable law, if the payment of the amount of any cheque or other similar payment instrument drawn in favour of the Customer is not received by the Bank, such amount, if previously credited to the Customer's Account may, without further notice to the Customer, be debited from the Customer's Account (whether or not the cheque itself can be returned) and/or the Customer shall promptly repay such amount within three (3) days of the Bank's demand.
- All cheques or other similar payment instruments deposited for collection are accepted by the Bank on the condition that the Customer assumes full responsibility for the genuineness, validity and correctness of the endorsements and signatures appearing thereon. The Bank's service as collection agent is provided at the Customer's risk and the Bank shall not be liable for the delay or loss in transit of the cheque or other similar payment instrument.
- If the Bank determines that a cheque or other similar payment instrument that has been accepted by the Bank for deposit to the Customer's Account was fraudulent, the Bank reserves the right and the Customer authorizes the Bank to debit the Customer's Account (and in case of an insufficient balance, to overdraw the Customer's Account) for an amount up to and including the value of such cheque or other similar payment instrument, without any liability.
- In case, the Customer submits any cheques drawn on banks outside United Arab Emirates for collection on the Account, the Customer acknowledges that the cheques will be collected in accordance with the laws of the drawee bank. Accordingly, the Bank is not responsible for any of the collection and/or circulation procedures of the drawee bank and/or cheques receiving and delivery procedures.

15. General Conditions related to Accounts.

15.1 Investigation & Disclosure:

- The Customer irrevocably and finally authorizes and permits the Bank, to inquire, investigate and disclose all or part of the Customer's data, transactions or information whether financial or non-financial, whether relates to the Customer or the parties associated thereto (if any), at the CBUAE, the banking sector, the affiliated and sister companies, the financial institutions, the Bank's employer and also all parties that the Bank deems necessary and appropriate. The Customer further authorizes the Bank to provide or exchange any information about the Customer's transactions according to the requirements of offering the necessary services or improving the provided service and work exigencies or upon undertaking any legal procedures against The Customer.

15.2 Use of Third Parties:

- The Bank shall be entitled to conclude agreements with third- party specialized companies in United Arab Emirates or abroad or outsource to its agents or any entity the Bank deems appropriate concerning the provision of its banking services or the management of credit or debit cards and provide them with the customer private personal account information without deeming it a violation of the legal rules regulating the confidentiality of bank accounts, observing the legal provisions that regulate such issue.

15.3 Notifications and Correspondences:

- The Customer declares taken up an elected domicile the address mentioned in the Account Application (unless The Customer notifies the Bank by any change in the address) and sending Account Statements or any letters or correspondences or notifications to the last registered address or through Communication and Delivery Channels and this is according to the last registered e-mail or mobile number pursuant to the Bank's records shall not be deemed as revealing to the secrecy of account. The copies of the Bank's correspondences that have been delivered to the Customer by virtue of one of the above-mentioned communication channels, shall be considered decisive evidence of sending all correspondences including account statements, and shall be deemed final, binding and decisive evidence to what is mentioned on them and cannot be denied in case no written objection presented from me within 30 days calculated from the sending date of this letter(s) and statement(s) to the customer and the customer also discharges the Bank from any responsibility for receiving or not receiving these bank statements or any correspondences sent to the customer by virtue of one of the above-mentioned communication channels as a result of any reasons beyond the Bank's control, such as electronic hacking operations or force majeure or any other incident that have the same effect.

15.4 Rates, Fees, Charges and Commissions:

- The Customer authorizes the Bank to calculate and/or debit fees, charges, expenses, interests and commissions regardless of their type, that may be due to the Bank without the customer's prior approval according to the Bank's Tariff of Charges applied on products and services provided to the Customer, which is applicable and announced in all the Bank's branches, or published through communication channels including the Bank's official website. The customer also declares that the Bank is entitled to amend the said list periodically without the customer's prior consent subject to necessary notification and notice period.

15.5 Indivisibility of Accounts and Set Off:

- The Customer agrees to consider all the accounts held at the Bank and its branches (whether inside or outside the United Arab Emirates) as one unit, and unconditionally and irrevocably authorizes the Bank to automatically set-off any due amounts or indebtedness to the Bank or due on the Customer for any other reason from any of the accounts or liabilities products (Time deposits – Certificate of deposits, etc.) held at the Bank whether inside or outside the United Arab Emirates, with any currency as per the Bank's exchange rates. Accordingly, no credit balances shall be due to the Customer, except after settling all accounts and by any currency.

15.6 Closing Accounts:

- The Customer declares that the Bank shall have the right to suspend or close any of the Customer's accounts with the Bank at any time in case there is a justification for that, or that the account has been misused, or if at any time cheques issued on the customer account return or bounce unpaid due to insufficient balance in the account or if any instructions or transactions on or related to the account contradicts with any of applicable laws, or Bank's internal systems or regulations or any transaction that may directly or indirectly relate to a person or entity or country subject to international sanctions whether economic or financial sanctions or may violate international sanctions regulations as enacted by the United Nations, Security Council, the European Union, and the USA or local competent authorities (according to the Bank's discretion). The Bank will serve appropriate notice period if necessary and when required by the governing regulations.
- Also, if the Bank receives conflicting instructions from the Customer or any of the Customer's legal attorneys, delegated person or representatives, the Bank shall have the right – at its sole discretion - to suspend or close any of the customer's accounts or suspend all dealings on the account and/or cancel or suspend dealing on the account any power of attorney and/or delegation on the account and not to give effect to any instruction or refrain from executing the conflicting instructions without any liability on the Bank until receiving fresh mandates from the Customer in a form and substance acceptable to the bank.
- In case of account closure for any reason, the Customer is obliged to withdraw any amounts with the Bank (if any) after deducting amounts due for the Bank from the principal interests, commissions and expenses of any kind and shall also return to the Bank the cheque books relating to the Account closed within the time limit that the Bank may specify for the Customer or the Bank shall setting off the Customer's accounts and pay the debit balance, if any, by all available legal means subject to notification from the Bank, without any liabilities whatsoever on the Bank.

15.7 Customer Signatures:

- The Customer's specimen signatures on the Bank forms of signature cards designated to this purpose and deposited at the bank shall deem legally approved and constitute a legal basis for all transactions and dealings made over the account, and shall remain valid until it is changed in writing by the Customer, in addition, the Customer discharges the Bank from any responsibility whatsoever that could resulted from verifying forgery signatures due to the Bank inability to discover signatures' forgery through the normal methods.

15.8 Authenticity or validity of Customer's Instructions:

- The Customer is entirely responsible for any document(s) or writing(s) or cheque(s) which were drawn on the Bank or transfer request(s) and any of them signed by the Customer, and discharges the Bank and/or all its employees from any responsibility whatsoever, in case the Bank discern that any of the provided information to the bank is incomplete, or is not sufficiently clear or that the writing or signing of any document(s) or information or writing(s) provided to the bank by using pens with disappearing inks or that may disappear, and in such case, the Bank shall have the right to rely on any micro film or photocopy of such document(s) or cheque(s) bearing my signature, and the said document or cheque shall be treated as original document or cheque and cannot be denied in the present or in the future.

15.9 Compliance:

- The Customer declares full obligation to comply with the provisions of Laws The Central Bank of UAE and Banking Sector and the provisions of Laws in connection with Anti-money Laundering, along with its executive regulation and the laws that will come into force in the future in this concern, in addition to any instructions or regulations applied from any regulatory body from time to time on the any service, product or the Electronic Banking Services including the online or mobile banking services and accordingly, any breach for such provisions, the Customer shall be liable solely for the said breach and the Bank shall bear no liability whatsoever in this regard.
- The Customer declares that all the information related to foreign "Account Tax Compliance Act (FATCA)" and/or "Common Reporting Standards (CRS)" are true, and in case any of the said information (or any part of it) is found to be false or misleading, the Customer shall be liable for it and authorizes the Bank to automatically discloses any data or information related to the held accounts with the Bank to any authority related to the applicability of "Foreign accounts tax Compliance Act (FATCA)" and/or Common Reporting Standards, whether this authority is local or foreign authority, with the approval to this authority to disclose these information with other entities to execute this law.
- Also, it is understood and acknowledged that the Customer is subject to the legal obligation with respect to international sanctions regulations as enacted by the United Nations, Security Council, the European Union, and the USA or local competent authorities.

The rules include global sanctions against countries or specific sanctions for goods, services, etc., International sanctions referred to in this application means the economic or financial sanctions imposed on any person or entity (hereinafter a "person"), aircraft, vessel, country, territory or government including, but not limited to, embargoes, freezing of assets, sanctions against any particular sectors of an economy and other restrictions on engaging in dealings with the above mentioned sanctions targets. International sanctions are issued, administered or enforced by the United Nations Security Council, the European Union, the United States of America (including the U.S. Department of the Treasury's Office of Foreign Assets Control and the U.S. Department of state) or by any relevant local authority or state.

15.10 Miscellaneous.

- The Customer declares being the sole beneficiary from the account and declares the full responsibility for the soundness and legitimacy of the sources of any amounts deposited in or transferred to the account and acknowledges full responsibility to verify the legitimate resource of this funds which shall not contradict with the applicable laws of Anti-Money laundering, it's Regulations, and related decisions, and the other regulating laws that apply thereto, and declares that any amounts or funds in the account or held in the customer's name with the Bank, regardless its nature, whether debit, credit, time deposits, certificate of deposits, liabilities or indebtedness cannot be assigned or charged by the customer to any third party or by way of security without the Bank's prior written approval.
- The Bank reserves the right, and the Customer authorizes the Bank, to debit any Account (and in case of insufficient balance, to overdraw the Account) in case the Bank credits any funds to an Account of the Customer due to computer system error, technical error or malfunction, human error, clearing system error, fraud by the Customer or a third party or any other reason, in each case without any liability.
- The Customer agrees that the Bank has ownership rights and interest with respect to the account number and identification number and has the right and privilege to modify or change the account number or identification number at any time subject to servicing necessary notice.
- The Customer declares that the Bank shall not be responsible for paying any indemnifications as a result of any damage or losses arising from force majeure or unexpected events.
- The Customer authorizes the Bank to record all phone calls of the Bank's customer service center and that these records are considered a legal and recognized proof of validity acceptable from the customer and the Bank is authorized to use them according to their absolute discretion at any time.
- The Customer declares accepting and non-objection to the Bank's right in refusing or suspending or postponing the execution of any of the Customer's transactions in order to verify that such transactions do not violate or conflict with the applicable laws in the United Arab Emirates, the internal Bank systems or any international agreements or regulations or any transaction that subject to the economic sanctions imposed from time to time the United Kingdom, European Union, United States or the United Nations or other sovereign authorities
- In case presenting any request or instructions using external templates (not Bank forms), the Customer accepts all conditions, commitments and obligations listed in the Bank forms, whether on the front of the form or its back and declares acknowledgement and accepting all these forms, conditions, commitments and obligations contained therein and fully discharge the Bank from any responsibility or from any damage may accrue to the Customer, and has no right to derogate from any condition, undertaking or commitment on the grounds of the non-acknowledgment of its content or that it is not written in the presented papers to the Bank.
- The Customer declares that the Bank has the right to implement any instructions to the customer sent by e-mail or fax of the customer registered in the Bank's records, that can be amended in writing from time to time by the Customer. The Bank has absolute discretion whether to implement those instructions or not, in accordance with what is perceived to the Bank regarding the need of the Customer to implement such instructions, and subject to the Bank's acceptance of this instruction in its form and substance, including the signature verification on the said instructions, identity of the sender or the feasibility of implementing these instructions and others. The Customer shall be the sole responsible for the consequences of implementing any request or instructions and shall be responsible for maintaining the confidentiality of this instructions or any related data, and the Customer discharges the Bank from any responsibility for receiving or not receiving these instructions as a result of any reasons beyond the Bank's control, such as electronic hacking operations or force majeure or any other incident that have the same effect.
- The Customer undertakes to notify the Bank in case of issuing an official power of attorney to a third party in a form other than the Bank's form, and in case of the customer's failure to notify the Bank about issuance of the said power of attorney, the Bank shall have the right to refrain from acting based on the provided POA, until the Customer notifies the Bank about its issuance, and anyways the Bank may accept dealing by virtue of this power of attorney without any liabilities thereon, also the Customer acknowledges and confirms full consent to all acts of the attorney over the Account until the Bank has been notified in writing of the cancellation of the power of attorney.
- The Customer recognizes that in the event of death, lack of capacity or insolvency (or that any action, whether judicial or provisional, hinders the operation of the account), and in such cases the bank has the right to suspend all transactions on the account until the successor, guardian or legal custodian is identified and approved by the bank to deal with the account in accordance with the applicable laws. The bank is also entitled to freeze the Customer's account until the notification of legacy have been issued. The inheritance is divided according to the legitimate shares mentioned in the notification of legacy. If there is a minor in the account, its shares will be paid only under the approval of the competent court and, if there are certificates in the account, the certificates will be broken except by a written request of all the heirs or their representatives provided that the authority to break certificates is explicitly mentioned in the authorization or power of attorney.

16. Customer Queries and Complaints and Reporting Dispute Cases Regarding Any Transaction:

- The Bank offers several channels to receive customer queries or report a complaint concerning the services or reporting any case of dispute regarding any transaction; whether through the Bank customer service representatives at the branches or the call center - by calling 8002242___ from any local telephone or through email: **complaint_UAE@aaib.com**.
- The Bank responds, in writing, to the customers' queries or complaints as soon as possible or during 30 working days maximum, calculated from the date of receiving the detailed information about the customer's query or complaint, in addition to all the required details and evidence in this regard.
- In case of failure to settle the complaint during this period, the Bank will communicate with the customer to inform about the complaint status and the latest update reached.
- The Bank will take the necessary measures to settle the customer's complaint, provided that the customer has undertaken all the necessary steps to notify the Bank about the complaint.

17. Variation.

- Subject to applicable laws, the Bank may at any time vary the terms and conditions applicable to any Account or Service, its Tariff of Charges, these Account Opening Terms & Conditions Booklet or any specific conditions (and such amendments may impose additional obligations on the Customer). Notice of any such amendments shall be given by the Bank in any manner the Bank deems sufficient to bring notice of the amendments to the attention of the Customer, including (without limitation) by updating any printed versions of such terms and conditions, Tariff of Charges / Interests, terms and conditions made available at the Bank's branches or uploading the amended terms and conditions, Tariff of Charges / Interests, Account Opening Terms & Conditions Booklet to the Bank's Website or otherwise through any of the Communication and Delivery Channels. The Customer acknowledges and agrees that the period of notice of a variation may vary depending on the nature of the variation, however, in all cases, the Bank shall comply with applicable law when implementing any variation, including as to the period of notice provided.
- Any amendments made by the Bank in accordance with this Clause shall be effective from the date specified by the Bank.
- By continuing to access or operate an Account or use a Service, the Customer shall be deemed to have accepted the terms and conditions applicable to that Account or Service as in force at the relevant time.
- If the Bank varies any applicable terms and conditions in accordance with this Clause and the Customer (a) does not agree to such changes and (b) notifies the Bank within 30 days of notice of such variation, the Customer may request the closure of the affected Account or termination of the affected Service provided no outstanding Liabilities are due to the Bank, such request may be made without charge.

18. Governing Law and Jurisdiction.

- This Booklet is subject to the laws provided in the United Arab Emirates and all rules and instructions prescribed by the CBUAE.
- The United Arab Emirates laws shall be applicable to any dispute that arises in connection with implementing or interpreting of the terms & conditions of this Booklet, in addition to the Account Opening Application. In such case, the matter shall be referred to the competent court United Arab Emirates in order to settle the dispute.
- The Customer irrevocably waives all immunity (whether on the grounds of sovereignty or otherwise) that the Customer or any of the Customer's assets or revenue may otherwise have in any jurisdiction from: (a) the service of any process against the Customer or the Customer's assets; (b) any proceedings (whether for an injunction, specific performance, damages or otherwise) that the Bank may bring against the Customer or the Customer's assets; (c) any attachment of the Customer's assets (whether before or after judgment); and (d) any execution of a judgment against the Customer, and, in each case, shall ensure that neither the Customer nor any person acting on the Customer's behalf will raise, claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.