

OFFSHORE BANKING TERMS AND CONDITIONS

INCLUDING:

- ▶ General Terms
- ▶ Accounts
- ▶ Debit Cards
- ▶ Electronic Banking
- ▶ Reward Programs

(Effective 1st May, 2019)

OFFSHORE BANKING



CONTENTS

PART 1 : GENERAL TERMS

1. General	4
2. Customer Communications	6
3. Bank Communications	8
4. Communications by Telephone, Mobile, Fax and Internet	9
5. Changes to these Terms and Conditions	10
6. Security Measures	10
7. Records	12
8. Your Information	13
9. Sanctions and Regulatory Requirements	15
10. Charges and Other Amounts Payable to ADCB	17
11. Foreign Currency Transactions	18
12. Delegation of Authority to Operate an Account	19
13. Joint Accounts	20
14. Statement of Account	21
15. Suspension, freezing, blocking, putting on hold and closure of an Account, termination rights and other remedies	22
16. General Card Terms	26
17. Additional Products and Services	36
18. Third Party Offerings	36
19. Assignment	37
20. Unforeseen Circumstances	37
21. Further Assurances	37
22. Survival of Terms and Conditions	37
23. Intellectual Property	38
24. Third Party Rights	38
25. Severability	38
26. No Waiver	38
27. Governing Law and Jurisdiction	39

PART 2 : PRODUCT SPECIFIC TERMS AND CONDITIONS

1. Current Accounts	41
2. Savings Accounts	42
3. Fixed Term Deposit Accounts	42
4. Call Deposit Accounts	44
5. Making deposits into an Account	44

6. Making withdrawals from an Account	45
7. Transferring funds from an Account	46
8. Overdrafts	48
9. Debit Cards	49

PART 3 : ELECTRONIC BANKING

1. Electronic Banking	51
2. Mobile Banking	54
3. Telephone Banking	57
4. Internet Banking	57

PART 4 : REWARD PROGRAM TERMS

1. ADCB Rewards Program	60
2. Third Party Rewards Programs	63

GLOSSARY 65

PART 1 : GENERAL TERMS

1. General

1.1 What is covered by these Terms and Conditions?

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

1.2 When are you bound by these Terms and Conditions?

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

1.3 How do you become bound by these Terms and Conditions?

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

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

- ▶ If something in these Terms and Conditions is not clear, you should look at the "Glossary" at the end of these Terms and Conditions. For example, if you see words starting with capital letters, then you should check the meaning of such words in the "Glossary".

- ▶ If you have any questions on these Terms and Conditions or on any ADCB Offering, you should refer to the Website, and in particular the relevant FAQ section on the Website. You can also contact ADCB on the contact details specified on the Website.

1.5 How do you sign up for any ADCB Offering?

- ▶ You can sign up for any ADCB Offering by completing a Form. If applicable, you may also be required to take additional actions prescribed by ADCB from time to time. For example, if you wish to open a particular type of Account, you may also be required to make a minimum initial deposit.
- ▶ For each ADCB Offering (including, without limitation Joint Accounts) ADCB Policies for that particular ADCB Offering will apply.

1.6 Can a Consumer Corporate Customer sign up for any ADCB Offering?

- ▶ Not all ADCB Offerings are available to Consumer Corporate Customers. ADCB may, in its sole discretion, make certain ADCB Offerings available to certain types of Consumer Corporate Customers. Please consult your ADCB relationship manager to determine whether an ADCB Offering may be available to Consumer Corporate Customers.

1.7 What if you have difficulty in reading or writing?

- ▶ If you have difficulty in reading, writing or understanding our documentation, you must notify ADCB before applying for an ADCB Offering or engaging in any other transactions with ADCB. For your protection, you may be required to take additional steps when you transact with ADCB.

For example, if you are illiterate, in addition to any other special conditions and/or restrictions imposed by ADCB from time to time, the following will apply:

- (A) you must provide copies of a recent photograph of yourself to be attached to the form in which your thumb-print and/or your specimen signature appears in order to facilitate identification;
- (B) a Debit Card will not be issued to you;
- (C) withdrawals will only be allowed on your personal application and identification at a Branch;
- (D) all of your transactions with ADCB will need to be carried out in the presence of at least two ADCB employees and countersigned by an officer of ADCB; and
- (E) withdrawals by a third party will not be honoured even if the Available Balance covers the amount of the withdrawal, unless the third party presents to ADCB's satisfaction, a power of attorney granted to such party in a form acceptable to ADCB and their identity is confirmed by providing acceptable proof.

1.8 Are these Terms and Conditions the only terms and conditions which apply to you?

- ▶ In addition to these Terms and Conditions, an ADCB Offering may also be subject to supplemental terms and conditions relating to that ADCB Offering. Such supplemental terms and conditions may be issued by ADCB or may be issued by a third party (for example, co-branded Debit Cards may be subject to terms and conditions issued by the organisation with whom that Debit Card is co-branded). Such supplemental terms and conditions will be available on, or through, the Website or on such other forum as prescribed by ADCB from time to time. By applying for and/or using an ADCB Offering, you will be deemed to have read, understood, accepted and agreed to be bound by any supplemental terms and conditions applicable to that ADCB Offering. References to "Terms and Conditions" contained herein will, where applicable, be deemed to include any supplemental terms and conditions.

1.9 Can ADCB restrict availability of and access to ADCB Offerings?

- ▶ Whilst ADCB and its Affiliates will use reasonable efforts to ensure the availability of and access to ADCB Offerings including Electronic Banking, ADCB Branches and any other service or offering provided by or through ADCB (the "Products and Services"), in accordance with these Terms and Conditions, availability and access to one or more of the Products and Services may be delayed, restricted or limited from time to time, without the need for further consent or approval from you or notification to you, in order for ADCB to carry out any planned or unplanned and regular or one-off upgrades, maintenance or repairs of the ADCB's premises, banking systems or Website or which may occur as a result of a delay or disruption to any service or system used by ADCB in providing or processing the Products and Services (a "Service Disruption"). To the fullest extent permitted under Applicable Laws, ADCB and its Affiliates shall not be responsible for, and you shall indemnify and hold harmless ADCB and its Affiliates from and against any Liability arising directly or indirectly out of any Service Disruption.

2. Customer Communications

2.1 How will you communicate with ADCB?

- ▶ ADCB may, from time to time and in its sole discretion, require you to send Customer Communications in a specific form or by a specific method, depending on your profile as a Customer or the ADCB Offering to which the Customer Communication relates, or for any other reason that ADCB considers appropriate.
- ▶ Except as otherwise specified by ADCB from time to time and depending on the nature and content of such communication, Customer Communications may be sent to ADCB:
 - (A) in writing, by email, fax or by secure messaging to the contact details set out on the Website; or
 - (B) by Electronic Instruction.

- ▶ In the case of a Customer Communication which is a formal communication (such as a demand or notice required to be given under these Terms and Conditions), this must be delivered by hand at a Branch or sent by registered post or courier to the manager of the Home Branch.
- ▶ All Customer Communications will only be deemed to be validly given or served by you when received by ADCB.
- ▶ In respect of any Customer Communications that are required to be made by you in writing, ADCB will only act upon such Customer Communications where they are duly signed by you as per the specimen signature in the Records.
- ▶ ADCB will treat as genuine and process any Customer Communication that ADCB believes in good faith to have been issued by you and ADCB will not be obliged to confirm or verify the authenticity of the Customer Communication.

2.2 Do any special conditions apply when sending Customer Communications to ADCB electronically or by telephone?

- ▶ ADCB may, in its sole discretion, refuse to act upon Customer Communications received from you by email, fax, secure messaging or Electronic Instruction, until it has received the original written Customer Communication duly signed by you as per the specimen signature in the Records. ADCB may also require you to provide originals of all applications and other documents that are, in the sole opinion of ADCB, required or necessary for the transactions that are to be initiated by such Customer Communications. If this is required:
 - (A) such documents must be delivered to ADCB immediately after the execution of such transactions in such form as ADCB may require; and
 - (B) failure to deliver such original Customer Communication will not affect your responsibility in connection with such communications or transactions, but may entitle ADCB to cancel, void or not acknowledge receipt of or act on the communication and not initiate the transaction.
- ▶ ADCB may in its sole discretion contact you at your Address (including by way of phone or recorded channel) at any time to verify the authenticity of any Customer Communication purported to be provided by you. You acknowledge and agree that if ADCB attempts to contact you but is unable to confirm and/or verify the authenticity of your Customer Communication, ADCB may, in its sole discretion, elect not to process it.

2.3 Are there any other reasons for which ADCB can delay or refuse to process Customer Communications?

- ▶ ADCB may delay or refuse to process any Customer Communications:
 - (A) if ADCB believes that they are not accurate or authentic;
 - (B) if ADCB could or would be in breach or contravention of any Applicable Laws, its own policies or other duty by processing them;

- (C) if a transaction executed based on your Customer Communications would breach any restrictions introduced or imposed by ADCB from time to time (such as any applicable maximum or minimum daily limits);
- (D) if ADCB suspects a breach of security or fraudulent activity; and/or
- (E) for any other valid reason.

2.4 What is your liability in relation to Customer Communications?

- ▶ In addition to your liability under other provisions of these Terms and Conditions, you will indemnify and hold harmless ADCB and its Affiliates from any Liability arising from:
 - (A) ADCB acting upon or refraining from acting upon any Customer Communication, or any delay in executing, any Customer Communication;
 - (B) any use or misuse of any Customer Communication;
 - (C) the accuracy of your instructions set out in any Customer Communication;
 - (D) any failure, delay or other shortcoming of any third party in relation to acting on any Customer Communication; and
 - (E) your negligence, wilful misconduct or fraudulent activity.

3. Bank Communications

3.1 How will ADCB communicate with you?

- ▶ Unless you have expressly requested to only receive Bank Communications to your Address by mail, and provided that ADCB has expressly consented to such request, or you have opted out of receiving direct marketing material, ADCB may send Bank Communications with respect to any ADCB Offerings and/or these Terms and Conditions through any method of electronic communication including fax, email, SMS, telephone, secure messaging, via the MobileApp or Internet Banking (including by way of posting notices on the Website).
- ▶ All Bank Communications sent to the Primary Cardholder or any Supplementary Cardholder will be deemed to have been sent to both.
- ▶ Unless ADCB expressly agrees otherwise, any Bank Communication is deemed to be validly given:
 - (A) where it has been sent by post to your Address, on the second Business Day after the day of posting;
 - (B) where it has been sent by courier to your Address, on the day upon which the courier company confirms delivery;
 - (C) where posted on the Website, on the day upon which such posting comes online; and/or
 - (D) where it is sent by SMS, telephone, secure messaging, MobileApp, fax or email to your Address, on the day of sending.

- ▶ In the event that a Bank Communication is delivered by, or on behalf of, ADCB to you that requires you to sign for or otherwise confirm/accept delivery thereof (for example, a Debit Card), you undertake to follow the acceptance instructions provided by the deliverer of the Bank Communication (for example, signing an acceptance form and providing proof of identification). You acknowledge and agree that any electronic or digital signature (or other form of confirmation/acceptance) ("Digital Confirmation") provided by you will (i) be as valid as if it had been provided in writing, and (ii) constitute an acceptance for the purposes of these Terms and Conditions. In addition, you hereby consent to the deliverer of the Bank Communication passing any such Digital Confirmation to ADCB.

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

- ▶ Neither ADCB nor its Affiliates will be responsible for any Liability arising from circumstances outside ADCB's control in connection with the delivery or non-receipt of Bank Communications, including where any non-receipt of Bank Communications is due to your failure to update ADCB with your Address in accordance with Clause 8.2 of this part.
- ▶ If you suspect that any Bank Communications have been lost, stolen or you suspect that someone other than you has tried to use them, you must immediately contact ADCB.
- ▶ You will indemnify and hold harmless ADCB and its Affiliates from any Liability incurred prior to your notification of any loss, theft, or misuse of Bank Communications.
- ▶ ADCB may, in its sole discretion, re-issue any lost or non-received Bank Communications to you provided that you pay ADCB upon its request for the cost of such re-issuance.
- ▶ If subsequently found, you must return any Bank Communications previously believed to be lost to ADCB for cancellation.

4. Communications by Telephone, Mobile, Fax and Internet

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

- ▶ While ADCB will take all reasonably practicable steps to ensure that your transactions are secure and all communications between you and ADCB are private and confidential, you acknowledge and agree that giving Customer Communications and Bank Communications by telephone, mobile, fax or internet (whether via Internet Banking, Mobile Banking, secure messaging, email or otherwise) is not a completely reliable, secure and confidential means of communication.
- ▶ If you choose to communicate and/or receive communications through such means, it is entirely at your own risk. Accordingly, neither ADCB nor its Affiliates will be responsible for any Liability arising from:

- (A) generating, delivering, managing and/or receiving any Customer Communication or Bank Communication conveyed by telephone, mobile, fax or internet;
- (B) errors or delays in the transmission of any Customer Communication or Bank Communication or any unauthorised alteration, usage or manipulation of the information contained in them or otherwise caused as a result of their delivery;
- (C) Viruses arising from any electronic or other communications; and/or
- (D) any unauthorised access by, or disclosure of Confidential Information to, third parties as a result of the receipt or delivery of data via the means described in this Clause 4.1.

5. Changes to these Terms and Conditions

5.1 Does ADCB have a right to vary these Terms and Conditions?

- ▶ To the extent permitted by Applicable Laws, ADCB may change, replace, supplement or delete any of these Terms and Conditions (including but not limited to changes to its interest rates (including any Prevailing Rate), Charges, and any features of the ADCB Offerings), any Specific Features and any product-specific terms and conditions in its sole discretion and at any time. If there are any changes to these Terms and Conditions or to any Specific Features, ADCB will give you notice of such changes through:
 - (A) the Website and/or via e-mail;
 - (B) SMS, the MobileApp, secure messaging or Internet Banking; and/or
 - (C) any other means of communication as deemed appropriate by ADCB.
- ▶ Retention or use of any ADCB Offering after the effective date of such changes shall be deemed to constitute your acceptance of such changes without reservation.
- ▶ If you object to the changes to these Terms and Conditions or any Specific Features, ADCB will have the right to terminate its relationship with you.
- ▶ For the avoidance of doubt, the rebranding or renaming by ADCB of any ADCB Offering will not be construed as a change to these Terms and Conditions or any Special Features. ADCB will have the unrestricted right to change the branding or name of any ADCB Offering at any time, in its sole discretion and without any obligation to notify you.

6. Security Measures

6.1 Should you take any security measures in relation to your use of any ADCB Offering?

- ▶ Except as otherwise set out in these Terms and Conditions, all Confidential Information is confidential between you and ADCB. If

you disclose any Confidential Information to any third party, you do so at your sole risk and responsibility.

- ▶ You must ensure that no unauthorised party will have access to your Debit Card, Confidential Information, Secure Key and/or any other items or information relating to your relationship with ADCB that ADCB requires you to keep confidential and secure. You must take all necessary care to prevent any unauthorised access to such information or items. This includes, but is not limited to, the following measures:
 - (A) not responding to any request asking for your Security Information, even if such request appears to have been made by ADCB;
 - (B) not selecting a Password that is easy to guess. In particular, you should not choose a Password that contains or represents your date of birth, part of your name or any of your personal details (such as your telephone number) that are accessible to third parties;
 - (C) regularly changing your Password;
 - (D) regularly scanning your computer and/or Mobile Device for Viruses;
 - (E) keeping your computer and Mobile Device software up-to-date;
 - (F) keeping your computer and/or Mobile Device safe and secure;
 - (G) not leaving your computer, Mobile Device or Debit Card unattended;
 - (H) not recording your Security Information in a legible way or storing it all together or on any software that saves it automatically;
 - (I) only using secure websites to effect online Debit Card Transactions; and/or
 - (J) complying with any security requirements introduced by ADCB from time to time.
- ▶ There may also be additional security obligations in respect of specific ADCB Offerings. Please refer to the terms specific to such ADCB Offerings for further details.

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

- ▶ If you become aware or suspect that any part of your Security Information has been lost, stolen or disclosed to a third party (for example, if your computer, Secure Key and/or Mobile Device is lost or stolen), or you become aware of any unauthorised access to your ADCB Offerings, you must immediately contact ADCB and follow any instructions given to you by ADCB. Such instructions may include requiring you to:
 - (A) change your Security Information;
 - (B) replace your Secure Key;
 - (C) close your Account and open a new one; and/or
 - (D) take any other actions that ADCB may require.

6.3 Who will be responsible for any unauthorised use of your ADCB Offerings?

- ▶ Unless and until you notify ADCB of the loss, theft or disclosure of your Security Information or any unauthorised access in accordance with Clause 6.2 of this part, you will be responsible for any unauthorised access to your ADCB Offerings and you will indemnify and hold harmless ADCB and its Affiliates from any Liability arising out of such unauthorised access.

7. Records

7.1 What records does ADCB keep and how are they used?

- ▶ ADCB may, throughout your offshore banking relationship with ADCB and as ADCB deems fit, retain and maintain the Records electronically or by such other method of storage as may be convenient to ADCB. You agree that printouts or copies of all such Records are legal instruments and will constitute conclusive evidence of the genuineness of the contents thereof.
- ▶ You agree that ADCB may record communications by telephone or any other means between you (including your representatives) and ADCB's employees and representatives for legitimate business purposes, including:
 - (A) monitoring compliance with our legal and regulatory obligations;
 - (B) fraud prevention; and
 - (C) staff training purposes.
- ▶ The Records will be conclusive and binding evidence of any communications and transactions between you and ADCB including but not limited to those effected by instructions given verbally, in writing or electronically. As such, any Records held by ADCB will be final and conclusive evidence of the genuineness of the contents thereof, subject to any right granted to you under these Terms and Conditions to dispute the accuracy of any such Records.
- ▶ You waive any right, subject to the Data Protection Law, which may entitle you to apply for the auditing or production of the Records, other than to comply with an order of a court or other relevant authority with jurisdiction over ADCB.
- ▶ ADCB will take reasonable care to maintain the Records. However, you acknowledge and agree that the Records are maintained solely for the benefit of ADCB and its Affiliates and that you have no rights, proprietary or otherwise in relation to the Records. Neither ADCB nor its Affiliates will be responsible for any Liability arising out of any loss, damage, corruption or destruction of the Records.
- ▶ In the event that ADCB declines an application by you for an ADCB Offering, you acknowledge and agree that the application and its supporting documents will become part of the Records and will not be returned to you.

8. Your Information

8.1 What are your obligations to provide information?

- ▶ You must provide ADCB with any supplementary documentation and information that ADCB may require in order to undertake its due diligence obligation as required under the anti-money laundering legislation in force in the Island of Jersey, as amended from time to time.
- ▶ When requested, you must promptly provide ADCB with all information and documents, including tax information or self-certifications, which ADCB may require for any purpose including in connection with the relationship between you and ADCB or in connection with any FATCA/CRS Obligations. This information may include (but is not limited to) your Account Information, transaction information and any further information, documents or certifications about your identity, tax residence, nationality or the source of any funds deposited with ADCB, that ADCB may request from time to time.
- ▶ If you are a Consumer Corporate Customer, you must provide ADCB with the information and/or documentation that it requires to establish the identities of your ultimate beneficial owner(s), their respective tax identification numbers, date/place of birth, residence and/or citizenship and the relevant clarification and/or status and the source of funds and wealth for each of your beneficial owners, controlling parties and/or subsidiaries (as applicable, including Establishment Documents).
- ▶ You are not permitted to open a trust or similar Account without ADCB's express consent. You must inform ADCB if your Account is being opened and held on behalf of (including on trust for) third party beneficiaries, and you must provide ADCB with any information and documents requested by ADCB to enable ADCB to establish the identities of the ultimate beneficiaries of that Account. You acknowledge that any such trust or similar arrangement is between you and the third party beneficiaries; as such, you will indemnify and hold harmless ADCB and its Affiliates from any Liability arising as a result of you holding an Account on behalf of (including on trust for) third party beneficiaries and, for the purposes of account operation, ADCB shall be under no obligation to ensure, or liability for ensuring, that the Account is operated in accordance with the terms of any trust or similar arrangement.
- ▶ In respect of any information concerning another individual that you provide to ADCB (for example the personal data of an ultimate beneficial owner or third party beneficiary), you must notify the individual that you have provided ADCB with their information and comply with the obligations of the Privacy Notice, including providing them with a copy of that notice.
- ▶ You confirm and agree that (notwithstanding any other provision in these Terms and Conditions) if you do not provide ADCB with information and documentation that ADCB requests, or you provide inaccurate, incomplete or misleading information and/or documentation, ADCB may:
 - (A) withhold a proportion of the Available Balance (including interest), as required by any tax authority or under any applicable FATCA/CRS Obligations;

- (B) suspend, freeze or block your Account in accordance with Clause 15.1 of this part;
- (C) close your Account in accordance with Clause 15.5 of this part; and/or
- (D) transfer your Account and/or banking facilities to an Affiliate of ADCB.

8.2 What are your obligations in respect of any information and documentation that you provide to ADCB?

- ▶ You warrant, represent and undertake to ADCB that any information and/or documentation that you provide to ADCB will be complete, true and accurate. You authorise and agree to ADCB's verification of any such information from whatever sources it considers appropriate.
- ▶ You must notify ADCB promptly and keep it updated of any change in your employment, business, Address, nationality, residence status (including tax residence) or any other information and/or documentation that you have provided to or as requested by ADCB from time to time.
- ▶ If you are a Consumer Corporate Customer, you must advise ADCB immediately of any changes in the Establishment Documents and any other relevant information, and furnish ADCB with any updated information. Upon update or renewal of any Establishment Documents, you must promptly provide ADCB with up-to-date copies thereof, as well as any information and/or documentation affected by such update.
- ▶ You will indemnify and hold harmless ADCB and its Affiliates from any Liability arising out of any failure by you to provide ADCB with any information or documents that it requests, as well as for any error, omission, inadequacy or inaccuracy in any information and/or documents that you provide to ADCB.

8.3 How will information relating to you be processed by ADCB?

- ▶ ADCB complies with the Data Protection Law in respect of the personal data which it processes.
- ▶ ADCB is the data controller in relation to any personal data you supply or which we obtain as a result of operating your account(s) and/ or assisting in the management of your financial affairs in accordance with your instructions.
- ▶ For information on how ADCB processes your personal data, how ADCB maintains the security of your personal data and your rights in respect of the personal data that ADCB holds on you, please refer to our Privacy Notice and which forms part of these Terms and Conditions.
- ▶ Notwithstanding anything in this clause, if there is any conflict between any of the provisions of these Terms and Conditions and the Data Protection Law, the latter shall prevail, saving where an exemption in the Data Protection Law may apply to ADCB and its processing of personal data.

9. Sanctions and Regulatory Requirements

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

- ▶ You warrant and undertake to ADCB that:
- (A) the monies used to fund your relationship with ADCB have not been derived and will not at any time derive, directly or indirectly, from or be related to any illegal activities, including but not limited to money laundering activities, and the proceeds from your relationship with ADCB will not be used to finance any illegal activities in any jurisdiction whatsoever including but not limited to terrorist activities;
 - (B) you are not (or if you are a Consumer Corporate Customer, each of your affiliates is not) subject to any restrictions under any Regulations;
 - (C) you are not, and will not become:
 - (1) located or domiciled in any country that is a Prohibited Country; or
 - (2) an entity or person with whom dealings are or may be restricted pursuant to Applicable Laws;
 - (D) you are not and will not in any way be:
 - (1) connected to a person or entity; or
 - (2) engaged, either directly or indirectly, in commercial activity of any kind with any person or entity, that is located or domiciled in a Prohibited Country;
 - (E) you will not use:
 - (1) any ADCB Offering;
 - (2) any funds deposited with ADCB;
 - (3) any funds lent, contributed or otherwise made available to you by ADCB; or
 - (4) any other funds resulting from your relationship with ADCB,for any transaction, either directly or indirectly, with any person or entity located or domiciled in a Prohibited Country or for any unlawful purposes; and
 - (F) you will not lend, contribute or make available any amount or ADCB Offering described in Clause 9.1 (E) of this part to any party for the purpose of financing the activities of, or for the benefit of, any country, state, or other party subject to any restrictions under the Applicable Laws.

9.2 How can your use of an ADCB Offering be affected by ADCB's compliance with sanctions, tax and other regulatory requirements?

- ▶ ADCB may voluntarily comply with any Applicable Laws and may interpret the Applicable Laws in its sole discretion to take any measure whatsoever to comply therewith including, but not limited to:
- (A) suspending or freezing your Account, blocking your transactions and/or putting your Account and/or transactions

on hold in accordance with Clause 15.1 of this part;

- (B) closing your Account and/or terminating your banking facilities in accordance with Clause 15.5 of this part;
- (C) suspending or terminating your use of any ADCB Offering; and/or
- (D) taking such other steps and/or actions as ADCB reasonably deems necessary to comply with the Applicable Laws.

- ▶ Any funds transferred or any transaction to or from your Account may be reversed, delayed, suspended or, pursuant to a court order, attached, by ADCB.
- ▶ If you ask ADCB to make a payment to an account held with a financial institution which does not participate or comply (or which ADCB cannot verify that it participates or complies) with relevant tax legislation, ADCB may be required, and you authorise ADCB, to withhold certain amounts from that payment and ADCB will notify you if this is the case.
- ▶ As part of their compliance with any FATCA/CRS Obligations, ADCB and/or its Affiliates may be required to withhold tax on any payments of US source income, as well as gross proceeds from the sale of securities that generate US source income.
- ▶ Any payments made to you, or funds held for you, may be subject to withholdings required to be made by, or imposed on, ADCB or its Affiliates from time to time in connection with your non-compliance with applicable FATCA/CRS Obligations or breach of the relevant obligations in this Clause 9.2.
- ▶ No additional amount will be payable to, or held for, you by ADCB or its Affiliates, to compensate for such withholdings made under applicable FATCA/CRS Obligations.
- ▶ Neither ADCB nor its Affiliates will be responsible for, and you will indemnify and hold harmless ADCB and its Affiliates from, any Liability:
 - (A) arising out of their compliance with any Applicable Laws, any FATCA/CRS Obligations, agreements with tax authorities, or their own policies;
 - (B) arising out of any failure or shortfall by ADCB or its Affiliates to comply with their obligations under (A) above, caused by your breach or non-compliance with these Terms and Conditions and/or Applicable Laws;
 - (C) for any delays, suspensions, attachments, holds and/or any resulting unavailability of funds for not following your instruction to pay due to their obligations relating to the Applicable Laws; and/or
 - (D) in connection with any determination that any funds, accounts, or investments constitute 'US source income' or other determinations related to compliance or actions taken to comply with applicable FATCA/CRS Obligations and that any determination or action taken by ADCB or its Affiliates, howsoever made, will be final and binding upon you.

10. Charges and Other Amounts Payable to ADCB

10.1 What are ADCB's Charges?

- ▶ You may have to pay Charges for the various ADCB Offerings provided to you.

10.2 How are payments made to ADCB?

- ▶ All payments made by you to ADCB must be made net of any taxes, withholdings, fees, levies, bank charges or other deductions and in US\$. If the currency of the account is not US\$ then the fees and bank charges will be converted into the Account currency at ADCB's prevailing published exchange rate on the date of the currency conversion.
- ▶ If any payment falls due on a non-Business Day, the payment shall be made on the following Business Day.

10.3 What are ADCB's rights in relation to money that you owe?

- ▶ In addition to any other events or circumstances described in other parts of these Terms and Conditions, if:
 - (A) you fail to pay any money owed to ADCB by its Payment Due Date or upon ADCB's request;
 - (B) you become unable to pay your debts as and when they fall due or have a bankruptcy petition (or any similar proceedings) presented against you or you are declared bankrupt;
 - (C) (if you are a Consumer Corporate Customer) you, your subsidiaries, holding companies or any of your shareholders holding a substantial shareholding in you, become unable to pay your or (as applicable) their debts as and when they fall due, or have a bankruptcy or winding-up petition (or any similar proceedings) presented against you (or them) or are declared bankrupt; and/or
 - (D) ADCB believes that you intend to leave the UAE without paying amounts owed to ADCB,

you hereby irrevocably agree and authorise ADCB to immediately, and without prior notice, exercise its Right of Set-Off. Your authorisation is irrevocable and cannot be cancelled without ADCB's prior written consent.

- ▶ If required, you authorise ADCB to convert sums in your Account at the then applicable Exchange Rate for the purposes of, or in connection with, the exercise of its Right of Set-Off.
- ▶ You authorise ADCB to debit your Account with all expenses and disbursements incurred in recovering amounts owed by you, including but not limited to legal costs and costs of obtaining and realising any Security.
- ▶ ADCB will have the right to charge you default interest on the outstanding sums (including for the avoidance of doubt any Charges) and default Charges, from the date that payment has become due until the date when the outstanding sums are paid in

full. ADCB's right to charge you default interest or default Charges is without prejudice to any other rights that it may have in relation to late payment.

- ▶ In addition to any Security that ADCB may have over your Account(s) or any of your assets in ADCB's custody now or hereafter, ADCB has the right, at any time, in the exercise of its Right of Set-Off to combine or consolidate all or any of your Accounts with any amounts owed by you to ADCB.
- ▶ To the extent that ADCB exercises its Right of Set-Off against any Fixed Term Deposit that you may hold, you authorise ADCB to, in its sole discretion, withdraw such amounts before the end of the agreed term of such Fixed Term Deposit. You may also incur any early withdrawal penalties or Charges arising under Clause 3.4 of part 2.
- ▶ ADCB may retain any monies received, recovered or realised under these Terms and Conditions or under any other Security or guarantee as ADCB sees fit without any intermediate obligation on the part of ADCB to apply the same or any part thereof in or towards the discharge of the sums due and owing to ADCB.
- ▶ So long as any amount owed to ADCB remains unpaid by you, ADCB will be entitled to suspend, terminate or cancel any of the ADCB Offerings provided to you.
- ▶ ADCB will be entitled to notify a credit reference agency of your default. This may negatively affect your credit-worthiness with ADCB and other banks in the future.
- ▶ ADCB may also take other enforcement actions against you and you may be contacted by ADCB or third party debt collection agencies engaged by ADCB to act on its behalf for debt collection purposes.
- ▶ If you do not have sufficient funds in your Account to pay any Charges, ADCB shall have the right to debit your Account with such Charges and you shall be liable to repay any overdrawn amount to ADCB.

11. Foreign Currency Transactions

11.1 Can you make or receive payments to your Account in a different currency other than the currency of the Account?

- ▶ If ADCB receives a payment to your Account in a currency different to the currency of the Account, such amount will be converted into the currency of the Account.
- ▶ If you make a payment in a currency different to the currency of the Account, you can request ADCB to convert the amount before it is sent from your Account.
- ▶ Conversion from one currency to another will be at the Exchange Rate applicable on the date of the transaction and subject to the relevant currency being available to effect the conversion.
- ▶ If a Funds Transfer is between two different currencies and the Funds Transfer request is received after ADCB's cut-off time for conversion into the currency into which the transfer is being made, then ADCB may, in its sole discretion, debit the Funds Transfer amount on

the next Business Day at the Exchange Rate applied on that next Business Day.

- ▶ When receiving funds into your Account:
 - (A) there may be a difference between the Exchange Rate which applies when a currency is sent and that which applies when the currency is received by ADCB, even within the same day; and
 - (B) payments in relation to currencies whose currency centres are closed will be processed on the next business day of the relevant currency centre and no interest will accrue on the expected payment during such delay.

11.2 What happens if a Debit Card Transaction is in a currency other than in the currency of your Account?

- ▶ Unless the Debit Card Transaction currency and the account currency are both in the same currency, one or more currency conversions will be necessary to process the Debit Card transaction to be converted into the Account currency. A foreign currency transaction margin is applicable in such instances and is levied on the wholesale market foreign exchange rate (including any processing fee) that is selected and applied by the card scheme provider on the date of conversion. The Debit Cardholder will reimburse ADCB for all costs and expenses ADCB incurs as a result of such transactions.
- ▶ You are solely responsible for, and neither ADCB nor its Affiliates will be responsible for, any Liability arising from circumstances outside of ADCB's control (including, without limitation, those arising from any international, domestic, legal or regulatory restrictions and possible exchange rate fluctuations) associated with Debit Card transactions involving any currencies other than AED.

12. Delegation of Authority to Operate an Account

12.1 Can you delegate operation of your Account to someone else?

- ▶ You may not delegate operation of your Account.

12.2 What happens in the event of the death of a sole account holder?

- ▶ Your heirs need to notify your Relationship Manager or visit any Branch.
- ▶ In the event of the death of a sole Account Holder and where the balance of the Account(s) and/or related investments exceeds £10,000 or its equivalent in another currency (being the amount of that other currency required to purchase the relevant amount at the rate equal to the spot rate of any foreign exchange agent selected in good faith by ADCB) ADCB will require sight of a Jersey Grant of Probate or Jersey Letters of Administration before it is able to release the balance of the Account.

- ▶ Where the total balance of the Account(s) and related investments are below £10,000 or its equivalent in another currency (being the amount of that other currency required to purchase the relevant amount at the rate equal to the spot exchange rate of any foreign exchange agent selected in good faith by ADCB) ADCB may release the balance at its discretion without sight of the Grant of Probate or Letters of Administration subject to an indemnity being signed by the executors/administrators and references being taken thereon.

13. Joint Accounts

13.1 What happens if you open an Account with someone else?

- ▶ When completing a Form to open an Account, you can choose whether that particular Account is single or joint. You will be able to select whether ADCB should accept instructions from the Joint Account Holders on:
 - (A) an "or" basis, meaning that ADCB will accept instructions on the Joint Account issued by any individual Joint Account Holder acting on their own;
 - (B) an "and" basis, meaning that ADCB will accept instructions on the Joint Account only where such instructions are given by all of the Joint Account Holders; or
 - (C) an "and/or" basis, meaning that, in the case of a Joint Account with more than three Joint Account Holders, ADCB will accept instructions on the Joint Account given by any two of them acting jointly on behalf of the others.

Using the relevant Form, you must also designate one of the Joint Account Holders as the Primary Account Holder.

- ▶ If you choose that instructions are given by the Joint Account Holders on an "and" or an "and/or" basis, ADCB will not issue any Joint Account Holder with a Debit Card. Certain other ADCB Offerings, as prescribed by ADCB from time to time, may also be unavailable.
- ▶ If you choose that instructions are given on an "or" basis, each Joint Account Holder hereby authorises the other Joint Account Holder(s) to make deposits, payment instructions, stop payment instructions and all other instructions for one or all of the Joint Account Holders in relation to your Joint Account.

13.2 What happens in the event of the death or legal disability of a Joint Account Holder?

- ▶ In the event of the death or legal disability of a Joint Account Holder, the other Joint Account Holder(s) must notify ADCB promptly. Upon notice of the death of any one of you, the balance of any Account(s) at that date together with any Security or property deposited for such Account(s) shall be held to the order of, the survivors, or survivor of you or to the executors or administrators of such survivor as applicable, but remains subject to any claim, right, lien, charge, pledge or set off howsoever arising ADCB may have.

- ▶ Statements of Account in relation to the Joint Account will only be sent to the Primary Account Holder. For further details on Statements of Account, please see Clause 14 of this part.

13.3 What is your liability as a Joint Account Holder?

- ▶ As a Joint Account Holder, you will have Joint and Several Liability for any Liability suffered by ADCB arising from activity on your Account, use of any ADCB Offering or any breach of these Terms and Conditions by you or any other Joint Account Holder.
- ▶ Unless otherwise agreed by the Joint Account Holders, all amounts deposited into the Joint Account will be treated as jointly owned by the Joint Account Holders on an equal basis.

13.4 What happens in the case of disagreement between Joint Account Holders over the use of the Joint Account?

- ▶ Where there is any dispute between the Joint Account Holders, and if the Joint Account is subject to an "or" instruction, ADCB may in its discretion continue to act upon instructions given by any Joint Account Holder acting individually as and when they are received by ADCB, unless instructed otherwise by all of the Joint Account Holder(s) or by a court order.
- ▶ If ADCB becomes aware of a dispute between Joint Account Holders or receives conflicting instructions from you and the other Joint Account Holder(s), ADCB may, in its sole discretion, temporarily suspend or block the operation of your Account in accordance with Clause 15.1 of this part and request a fresh mandate from all the Joint Account Holders before giving effect to any such instructions.
- ▶ You will indemnify and hold harmless ADCB and its Affiliates from any Liability for any transaction or the use of any ADCB Offering in relation to your Joint Account carried out by any Joint Account Holder, even if disputed by any of the other Joint Account Holders.

13.5 Are there any special requirements for closing a Joint Account?

- ▶ If you wish to close your Joint Account, you must provide ADCB with confirmation, in a form satisfactory to ADCB, from all of the Joint Account Holders of their wish to close the Joint Account. For further details please see Clauses 15.3 to 15.6 of this part.

14. Statement of Account

14.1 Will ADCB issue any statements for your Account?

- ▶ Subject to Clause 4.1 of this part, an E-Statement will be sent to your Address at least once a month or more frequently, as prescribed by ADCB in its sole discretion. You may also view your E-Statement by accessing Internet Banking or through the use of such other ADCB Offerings as ADCB may introduce from time to time.
- ▶ Unless you inform ADCB that you wish to receive a Paper Statement you will only receive E-Statements.

- ▶ ADCB may, in its sole discretion, restrict or terminate your use of the E-Statement service. If this happens, ADCB will notify you and provide you with Paper Statements.

14.2 What do you need to do if you have received an E-Statement but cannot access it?

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

14.3 What happens if you do not receive your Statement of Account?

- ▶ If you do not receive your Statement of Account, it is your responsibility to request one from ADCB within 30 days from the date on which it would normally have been sent to you.
- ▶ If you do not receive your Statement of Account for reasons outside of ADCB's control, ADCB will not be held responsible for any consequences whatsoever arising therefrom.
- ▶ You will continue to be liable to ADCB with regard to your contractual obligations irrespective of the receipt or non-receipt of your Statement of Account.

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

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

15 Suspension, freezing, blocking, putting on hold and closure of an Account, termination rights and other remedies

Suspension, Freezing, Blocking or Putting on hold

15.1 Under what circumstances can ADCB suspend, freeze, block or put a hold on your Account?

- ▶ While ADCB will use reasonable endeavours to give you prior notice before doing so (unless prohibited from giving such notice under Applicable Laws), ADCB may at any time and in its sole discretion suspend or freeze your Account, block your transactions and/or put

a hold on your Account and/or transactions under the following circumstances:

- (A) if your Account is in debit or you have exceeded the Spending Limit and in such case you will be obliged to pay ADCB the amount of any debit balance with interest and other applicable Charges;
- (B) you become unable to pay your debts as and when they fall due or have a bankruptcy petition (or any similar proceedings) presented against you or you are declared bankrupt;
- (C) (if you are a Consumer Corporate Customer) you, your subsidiaries, holding companies or any of your shareholders holding a substantial shareholding in you, become unable to pay your or (as applicable) their debts as and when they fall due, or have a bankruptcy or winding-up petition (or any similar proceedings) presented against you (or them) or are declared bankrupt
- (D) if ADCB receives an order from a court or other regulatory authority to suspend, freeze, block or put a hold on your Account;
- (E) if ADCB believes that funds in your Account have been obtained through unlawful means or that your Account is being used to effect suspicious transactions. In such a case, ADCB may require you to provide any necessary documentation to verify the legality of the transactions in question;
- (F) if ADCB believes that you are no longer a resident of the UAE or that you are likely to permanently leave the UAE;
- (G) if your salary transfers (if applicable) to ADCB cease or ADCB believes that you are likely to lose your primary source of income, and you have existing obligations to make monthly payments to ADCB;
- (H) if you have obligations to make monthly payments to ADCB out of your salary and you receive any advance salary payments into your Account, in which case ADCB will have the right to put a hold on the advance payments corresponding to the monthly payments that they are intended to cover;
- (I) if you do not, upon request, provide ADCB with any information or documentation relating to you and/or your Account that ADCB is required to maintain in accordance with Applicable Laws and/or ADCB's own policies or is otherwise requested by ADCB;
- (J) if your Account is in the process of being closed;
- (K) in the case of a Joint Account, if the Joint Account Holders are in dispute and ADCB exercises its right under Clause 13.4 of this part;
- (L) if you default on any of your obligations under the terms of any ADCB Offering; and/or
- (M) if there are any other valid reasons why ADCB believes it is necessary to do so.

- ▶ Neither ADCB nor its Affiliates shall be responsible for any Liability arising out of any of your Accounts or transactions (as applicable) being suspended, frozen, blocked or put on hold.

- ▶ You will indemnify and hold harmless ADCB and its Affiliates against any Liability arising out of any of your Accounts or transactions (as applicable) being suspended, frozen, blocked or put on hold.

15.2 Can ADCB suspend any services that it provides to you?

- ▶ If your Account is suspended, frozen, blocked or put on hold in accordance with Clause 15.1 of this part, ADCB may also, in its sole discretion, suspend your access to any ADCB Offering. While ADCB will use reasonable endeavours to notify you before suspending your access to an ADCB Offering, it will have the right to do so without notifying you in advance.

Closure

15.3 How can you close your Account?

- ▶ You may close your Account if you make a request using the relevant Form.
- ▶ There may be additional steps that you have to take in order to close your Account, as may be prescribed by ADCB from time to time, including:
 - (A) returning to ADCB all unexpired Debit Cards for cancellation; and/or
 - (B) repaying anything owed to ADCB on your Account before your Account is closed.

15.4 Do you need to pay any Charges when your Account is closed?

- ▶ Account closing charges, as prescribed by ADCB from time to time, will be payable upon Account closure.

15.5 Can ADCB close your Account?

- ▶ ADCB may close your Account in certain circumstances, including:
 - (A) if your Account carries a 'zero' balance with no activity for a period determined by ADCB;
 - (B) if your Account carries a balance of less than the Minimum Balance with no activity for such period as may be prescribed by ADCB from time to time;
 - (C) if your Account is deactivated pursuant to Clause 15.7 of this part and remains deactivated for such period as may be prescribed by ADCB from time to time;
 - (D) if ADCB receives an order from a court or regulatory authority requiring it to do so;
 - (E) if you are no longer a resident of the UAE;
 - (F) if ADCB believes, acting reasonably, that you have acted fraudulently or dishonestly;
 - (G) if you are convicted of a crime;
 - (H) if you are in breach of these Terms and Conditions or any other agreement with ADCB;

- (I) if you do not, upon request, provide ADCB with any information or documentation relating to you and/or your Account that it is required to maintain in accordance with Applicable Laws and/or ADCB's own policies or is otherwise requested by ADCB;
 - (J) if you provide ADCB with incorrect information;
 - (K) where ADCB considers it necessary to do so, for the prevention of money laundering;
 - (L) for prevention of fraud;
 - (M) where ADCB has suspended, frozen, blocked or put a hold on your Account pursuant to Clause 15.1 of this part; and/or
 - (N) if there are any other valid reasons why ADCB believes it is necessary to do so.
- ▶ While ADCB will use reasonable endeavours to notify you before closing your Account, it will have the right to do so without notifying you in advance.
 - ▶ Neither ADCB nor its Affiliates shall be responsible for any Liability arising out of the closure of your Account.
 - ▶ You will indemnify and hold harmless ADCB and its Affiliates against any Liability arising out of the closure of your Account.

15.6 What must you do before your Account is closed?

- ▶ Before your Account is closed:
 - (A) if ADCB makes any payments pursuant to Debit Card Transactions or any other payments authorised by you, you must immediately upon demand, reimburse such amounts to ADCB, including any Charges relating to such payments;
 - (B) you must cancel any payments into and out of your Account. If someone tries to make a payment into your Account after it has been closed, ADCB will take reasonable steps to return the payment to them; and
 - (C) you must comply with any instructions notified to you by ADCB for closure of other Accounts and ADCB Offerings.
- ▶ Once all of your obligations towards ADCB have been satisfied in full, ADCB will pay any remaining balance in your Account to you, after deducting any applicable Charges. You must inform ADCB of how you wish the remaining balance to be paid to you. This can be paid to you:
 - (A) in cash;
 - (B) by way of a cashier's order/draft sent to your Address;
 - (C) by transfer to another active Account that you hold with ADCB; or
 - (D) by transfer to another active account in your name with another bank, provided such transfer would not be in breach of Applicable Laws or ADCB Policies.
- ▶ If ADCB is unable to contact you and/or you do not otherwise inform ADCB of the payment method by which you wish to receive the remaining balance of your Account, ADCB will have the right to select one in its sole discretion. You acknowledge and agree that until the remaining balance of your Account is paid to you, ADCB will have the right to deal with such amount in any way permitted under Applicable Laws and these Terms and Conditions.

Inactive

15.7 Can your Account be treated as inactive?

- ▶ ADCB may de-activate your Account and take such appropriate action as deemed necessary to safeguard the funds held in it if:
 - (A) you have not initiated any transactions through your Account for such period as may be prescribed by ADCB from time to time; or
 - (B) ADCB is not aware of your most up-to-date Address.
- ▶ If you wish to re-activate your Account, you must contact ADCB and follow any procedures required by ADCB to re-activate the Account.
- ▶ While your Account is inactive, ADCB will have the right to deal with any amounts contained in your Account in any way permitted under Applicable Laws and these Terms and Conditions.

Termination rights and other remedies

15.8 When can ADCB terminate its relationship with you?

- ▶ In addition to any other termination rights that ADCB may have under these Terms and Conditions, ADCB will have the right to terminate its relationship with you if you breach any of your obligations in respect of any ADCB Offering, these Terms and Conditions and/or any ADCB Policies. Neither ADCB nor its Affiliates shall be responsible for any Liability arising out of the termination of its relationship with you, and you will indemnify and hold harmless ADCB from any Liability arising out of such termination.

15.9 What rights does ADCB have when terminating an ADCB Offering or if you breach any of these Terms and Conditions?

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

16. General Card Terms

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

16.1 Whose property is the Debit Card?

- ▶ Your Debit Card is, and will at all times remain, the property of ADCB and must be surrendered to ADCB immediately upon request by ADCB or its duly authorised agent.

16.2 Can you have more than one Debit Card for your Debit Card Account?

- ▶ You may request a Supplementary Card to be issued to a party nominated by you and approved by ADCB. ADCB may from time to time place limits on the number of Supplementary Cards that you can request. There may also be a Charge for any Supplementary Cards issued, as set out on the Website. These Terms and Conditions will also apply to a Supplementary Cardholder.
- ▶ As a condition to issuing a Supplementary Card, ADCB may also require the Supplementary Cardholder to complete a Form or to provide any further information requested by ADCB. Where the completion of a Form by the Supplementary Cardholder is not required by ADCB, you, as Primary Cardholder, confirm that the Supplementary Cardholder has been notified of, and consented to, the disclosure of his/her information to ADCB and has been provided with a copy of the Privacy Notice.
- ▶ The Supplementary Cardholder's use of the Supplementary Card will constitute binding and conclusive evidence of his/her confirmation to be bound by these Terms and Conditions.
- ▶ You will indemnify and hold harmless ADCB and its Affiliates from any Liability arising out of the use of the Supplementary Debit Card by any Supplementary Cardholder, including for any breach of these Terms and Conditions. It is your responsibility to ensure that each Supplementary Cardholder complies with these Terms and Conditions.
- ▶ ADCB will not send a Statement of Account to any Supplementary Cardholder. Debit Card Transactions effected by a Supplementary Cardholder will be reflected in the Statement of Account that is sent to the Primary Cardholder.
- ▶ All Bank Communications sent to the Primary Cardholder or any Supplementary Cardholder will be deemed to be sent to both. Neither ADCB nor its Affiliates shall be responsible for any Liability arising out of a Bank Communication intended for the Primary Cardholder being sent to the Supplementary Cardholder.
- ▶ Unless you instruct ADCB otherwise, upon expiry of a Supplementary Card, ADCB will provide a renewed Supplementary Card which will be sent to your Address (as the Primary Cardholder), or which, upon your request, can be collected by you (as the Primary Cardholder) from an agreed Branch.
- ▶ ADCB may, at any time, cancel or restrict the use of any Supplementary Card and demand its return. While ADCB will use reasonable endeavours to notify you before exercising this right, it will have the right to do so without notifying you in advance.
- ▶ If there is ever any dispute between you and any Supplementary Cardholder, your obligations to ADCB will not in any way be affected by such dispute. ADCB will continue to share information about the Debit Card, the Debit Card Account and the Supplementary Card with you and any Supplementary Cardholder until ADCB receives notice from the Primary Cardholder requesting the cancellation of their Supplementary Card.

16.3 How do you use your Debit Card?

- ▶ Upon receipt of your Debit Card, you must immediately follow any instructions provided by ADCB with regard to the activation and use of your Debit Card. For example these may involve setting up a PIN for use at any Self Service Terminal that will accept your Debit Card. You will not be able to use your Debit Card until you complete the required procedures.
- ▶ Any Supplementary Card must be activated by the Primary Cardholder.
- ▶ A Debit Card has a Chip feature in addition to a magnetic strip. The Chip may be accepted by certain Terminals and where a Terminal does not accept the Chip, you may be able to effect Debit Card Transactions by using the magnetic strip or Contactless Technology feature instead.
- ▶ In order to effect a Debit Card Transaction and depending on the particulars of the transaction, you may be required to do any one or more of the following:
 - (A) enter a PIN or an OTP when prompted;
 - (B) physically sign for a Debit Card Transaction;
 - (C) use a Contactless Technology feature; and/or
 - (D) any other actions required by ADCB from time to time.
- ▶ With regard to transactions that require an OTP, ADCB will send the OTP to your registered mobile number and email address (as shown in the Records). If a Supplementary Card is used for a transaction that requires an OTP, ADCB will send the OTP to the registered mobile number and email address of the Supplementary Cardholder (as shown in the Records). As Primary Cardholder, you must ensure that your contact details (and those of any Supplementary Cardholder) are always up to date with ADCB.
- ▶ Any Debit Card Transaction made after the Cut-off Time is treated as a next Business Day value transaction. ADCB may, from time to time, set or change the Cut-off Time, in its sole discretion and without notice or responsibility for any Liability on its part.
- ▶ As part of its authorisation and fraud prevention procedures, ADCB may also refer an authorisation request back to the Merchant and request further details or identification from you or any Supplementary Cardholder. ADCB may in its sole discretion contact you (including on a recorded line) to verify a Debit Card Transaction.
- ▶ Repeated failure to input the correct PIN or OTP may result in your Debit Card becoming blocked or in the imposition of other restrictions on its use, as prescribed by ADCB from time to time.
- ▶ ADCB reserves the right in its sole discretion to replace or cancel your Debit Card or to add, replace, reset or cancel your PIN or OTP or any other security or authentication features with respect to your Debit Card.

16.4 Can you use your Debit Card at Self Service Terminals?

- ▶ You may use your Debit Card on ADCB's Self Service Terminals as well as on any other Self Service Terminals permitted by ADCB from time to time.
- ▶ Certain services are only available when you use your Debit Card at ADCB's Self Service Terminals.

16.5 How can you use your Debit Card's Contactless Technology feature?

- ▶ Your Debit Card may have a Contactless Technology feature. Subject to certain restrictions and limits, this allows you to enter into Debit Card Transactions, with selected Merchants, without the requirement to enter your PIN, OTP or to sign, except where required for security reasons.
- ▶ Debit Card Transactions effected via a Contactless Technology feature will be subject to any applicable maximum value per transaction, any maximum number of transactions per day and any maximum cumulative value of transactions per day. These limits are subject to change by ADCB (in its sole discretion) and may also vary from Merchant to Merchant and from country to country, and may also vary depending on the type/category of Debit Card.
- ▶ Such limits may not be within ADCB's control, and neither ADCB nor its Affiliates shall be responsible for any Liability arising out of such limits (or changes thereto) or the inability to effect a Debit Card Transaction via the Contactless Technology feature due to such limits (or changes thereto).
- ▶ Please refer to the Website, or otherwise contact ADCB, for further information on these limits and restrictions.
- ▶ If a Debit Card Transaction would lead you to exceed any of the limits referred to above, you may be required to enter your PIN, or sign, in order to effect the Debit Card Transaction.

16.6 What can ADCB use as evidence of your Debit Card Transactions?

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

16.7 Are there any spending or withdrawal limits?

- ▶ Your Debit Card may be used for Debit Card Transactions:
 - (A) up to the balance of the relevant Account; and
 - (B) within the validity period of the Debit Card.
- ▶ If any Debit Card Transaction would lead you to exceed the total balance in the relevant Account, ADCB reserves the right, in its sole discretion, to decline that Debit Card Transaction.
- ▶ If you wish to make withdrawals from your Account by way of a Cash Withdrawal, such withdrawals (whether in AED or a foreign currency) will be subject to any applicable limits on the size of the withdrawals (whether on an individual withdrawal basis or on a daily basis) as well as the number of withdrawals per day, as permitted

by ADCB from time to time in its sole discretion. If you use your Debit Card to make withdrawals at any ATM (whether in the UAE, the Island of Jersey or elsewhere), each withdrawal will be subject to the applicable daily withdrawal limit of such ATM and any individual or daily withdrawal limits that ADCB may have specified for your Debit Card Account.

- ▶ The limits on withdrawals are subject to change by ADCB (in its sole discretion) and may also vary between ADCB ATMs and non-ADCB ATMs and from country to country, and may also vary depending on the type/category of Card. Such limits may not be within ADCB's control, and neither ADCB nor its Affiliates shall be responsible for any Liability arising out of such limits (or changes thereto) or the inability to effect a withdrawal from your Debit Card Account due to such limits (or changes thereto).
- ▶ Please refer to the Website, or otherwise contact ADCB, for further information on these limits.

16.8 Can ADCB decline your Debit Card Transaction?

- ▶ Even if the Available Balance for your Debit Card Account has not been reached, ADCB will be entitled, at any time, without giving notice or reason and without responsibility for any Liability on its part, to withdraw and/or restrict your right to use your Debit Card or to decline any Debit Card Transaction. Without restricting ADCB's general right to vary these Terms and Conditions under Clause 5 of this part, this may occur in any of the following circumstances:
 - (A) the Debit Card Transaction would cause a breach of these Terms and Conditions;
 - (B) any information that you have given to ADCB is suspected or turns out to be untrue or incorrect;
 - (C) you do not provide ADCB with any information or documentation that it requests from time to time under these Terms and Conditions;
 - (D) any of your Accounts or transactions (as applicable) are suspended, frozen, blocked or put on hold in accordance with Clause 15.1 of this part;
 - (E) your UAE residence visa expires or is cancelled;
 - (F) ADCB believes that there is a risk that you may not be able to meet your obligations to it (such as but not limited to bankruptcy or similar proceedings being commenced against you);
 - (G) ADCB has reasonable grounds to suspect that you or any third party has committed or is about to commit a crime or other violation of any Applicable Laws in connection with the use of your Debit Card and/or Debit Card Account;
 - (H) ADCB suspects fraud or misuse of your Debit Card (you may be asked for further information, including verification of your identity, when we are asked to authorise a transaction);
 - (I) ADCB receives adverse information about your credit-worthiness from a credit reference agency;
 - (J) you do not use your PIN when you use your Debit Card at a Terminal which requires you to use a PIN;
 - (K) the Debit Card Transaction would cause you to exceed the Available Balance of your Debit Card Account; and/or

- (L) for any other valid reason.

16.9 Are there any charges for using your Debit Card?

- ▶ Debit Card Charges will apply to your use of a Debit Card from time to time. ADCB is authorised to debit the Debit Card Charges from your Debit Card Account.

16.10 What are the matters for which ADCB is not responsible?

- ▶ In addition to any other exclusion of its Liability under these Terms and Conditions, to the fullest extent permitted under Applicable Laws, neither ADCB nor its Affiliates will be responsible for any Liability arising out of:
 - (A) any Unforeseen Circumstances, including any malfunction or failure of your Debit Card or any Terminal (including the facilities provided by it);
 - (B) any Debit Card Transactions whether or not they are:
 - (1) effected via the internet;
 - (2) effected with your PIN, OTP, knowledge or express or implied authority; or
 - (3) the result of a fraudulent act (unless the fraudulent act was by ADCB);
 - (C) ADCB, a Merchant, any other bank, financial institution, Card Scheme Provider or any Terminal or other party refusing to:
 - (1) allow a Debit Card Transaction;
 - (2) accept your Debit Card, its number, OTP or PIN; or
 - (3) provide Cash Withdrawals up to the Available Balance of your Debit Card Account or otherwise;
 - (D) any failure by ADCB to perform any of its obligations under these Terms and Conditions, if such proper performance would result in ADCB being in breach of any Applicable Laws or ADCB Policies;
 - (E) with respect to goods or services acquired with a Debit Card, any:
 - (1) defect or deficiency in such goods or services;
 - (2) breach, shortcoming or non-performance by a third party; or
 - (3) loss or injury including by reason of any mechanical or other malfunction of any such goods or services;
 - (F) the malfunction of any Terminal or disruption of communication systems, bank or other domestic/international payment networks;
 - (G) any misstatement, misrepresentation, error or omission in any details disclosed by ADCB arising out of circumstances outside of ADCB's control; or
 - (H) any damage to your credit rating and reputation relating to the decline of any Debit Card Transaction or the repossession of your Debit Card, including any request for its return or the refusal of any third party to honour or accept your Debit Card.

- ▶ You will indemnify and hold harmless ADCB and its Affiliates against any Liability arising out of:
 - (A) any breach by you of these Terms and Conditions or the enforcement of ADCB's rights (including attorneys' fees and other expenses) hereunder;
 - (B) ADCB acting in good faith upon your instructions;
 - (C) any dispute between you and any third party in connection with a Debit Card Transaction;
 - (D) your failure to observe the security measures under these Terms and Conditions, or as otherwise instructed to you by ADCB from time to time;
 - (E) the exercise by ADCB of its right to demand and procure surrender of your Debit Card prior to the expiry date printed on its face, whether such demand or surrender is made and/or procured by ADCB or any other party; and/or
 - (F) your negligence, wilful misconduct or fraud.

All such costs and expenses may be debited from or charged to (as the case may be) your Debit Card Account and will be payable by you. For the avoidance of doubt, your obligations to indemnify ADCB and its Affiliates will continue even after you cease to hold a Debit Card.

- ▶ Your obligations to ADCB will not be affected by any dispute, counterclaim or right of set-off between you and any Merchant, bank, financial institution or any other party.

16.11 Can you let anyone else use your Debit Card?

- ▶ You must not allow your Debit Card, PIN and OTP to be used by any other party and you must at all times ensure that your PIN and OTP are not disclosed to any other party and that your Debit Card is kept in a safe and secure place.

16.12 What happens if your Debit Card is lost, stolen or damaged or if somebody else finds out your PIN or OTP?

- ▶ If your Debit Card is lost, stolen or damaged, or if the PIN or OTP are disclosed to or discovered by any other party, you must immediately notify ADCB of the incident by contacting ADCB. If necessary under the laws of the country in which such incident occurred, you will also need to report the incident to the police in that country.
- ▶ If you recover the lost or stolen Debit Card, you must immediately destroy it.
- ▶ Neither you nor any Supplementary Cardholder may use the PIN or OTP after their disclosure to or discovery by any other party.
- ▶ ADCB may in its sole discretion, and subject to your payment of any relevant Charges, issue a replacement for any lost, stolen or damaged Debit Card or for a new PIN or OTP. The replacement Debit Card may have a new expiry date and/or card number.

16.13 What if there is unauthorised use of your Debit Card by a third party?

- ▶ You must immediately notify ADCB if you become aware of any unauthorised use of your Debit Card by a third party.

- ▶ If ADCB decides in its sole discretion to investigate any alleged unauthorised Debit Card Transactions, you must cooperate with ADCB and the police to investigate the incident and, if applicable, to recover any lost or stolen Debit Cards.
- ▶ ADCB will only be responsible for a Debit Card Transaction due to the unauthorised use of your Debit Card after you have reported the loss or theft of your Debit Card or the unauthorised Debit Card Transaction to ADCB in accordance with Clause 6.2 of this part and provided that you have taken the required security measures under Clause 6.1 of this part.
- ▶ Where, following an investigation, ADCB determines in its sole discretion that there has been an unauthorised Debit Card Transaction, ADCB will reverse the unauthorised Debit Card Transaction.
- ▶ If ADCB later becomes aware of evidence that shows that ADCB was not responsible for the Debit Card Transaction or that the Debit Card Transaction was not unauthorised, ADCB retains the right to charge-back, as from the date when the Debit Card Transaction was effected, the Debit Card Transaction amount along with any Charges, foreign currency conversion costs, losses and any additional fees and expenses incurred by ADCB in investigating the Debit Card Transaction (including, if applicable, any interest that would accrue if the Debit Card Transaction resulted in your Account becoming overdrawn).
- ▶ If you notify ADCB of a Debit Card Transaction as “unauthorised” and it is later determined to be valid, you may be liable to pay an administrative Charge.

16.14 What happens if you have a dispute with a third party in relation to a Debit Card Transaction?

- ▶ If there is any dispute between you and any third party in relation to a Debit Card Transaction, your obligations to ADCB will not in any way be affected by such dispute or by any opposing claim or right of set off that you may have against such party.

16.15 Can you revoke or cancel a Debit Card Transaction?

- ▶ You cannot revoke a Cash Withdrawal after you have confirmed the withdrawal on the relevant Self Service Terminal.
- ▶ If you wish to cancel a Debit Card Transaction after entering your PIN, OTP, signing or otherwise confirming it, you will need to contact the relevant Merchant.
- ▶ If you wish to cancel a recurring Debit Card Transaction (such as a monthly payment) set up with a third party payee, you must notify the third party payee directly. If you wish to cancel a recurring Debit Card Transaction (such as a monthly payment) set up with ADCB, you must notify ADCB.

16.16 Will you receive a Statement of Account?

- ▶ You, as Primary Cardholder, will receive a Statement of Account in accordance with Clause 14 of this part.

- ▶ If you have any reason to dispute a Debit Card Transaction, you must notify ADCB within 30 days from the date of your Statement of Account in accordance with Clause 14.4 of this part.

16.17 Can ADCB suspend your Debit Card?

- ▶ ADCB may at any time, in its sole discretion, withdraw, restrict or suspend your right to use your Debit Card (including any Supplementary Card) or impose limits on all or some categories of Debit Card Transactions, notwithstanding, amongst other things, that you have not exceeded the Available Balance of your Debit Card Account. While ADCB will use reasonable endeavours to notify you before exercising this right, where permitted by Applicable Laws, it will have the right to do so without notifying you in advance.
- ▶ Your use of your Debit Card may also be suspended immediately upon the suspension of your Account(s) (as set out in Clause 15.1 of this part).

16.18 Can your Debit Card be cancelled?

- ▶ While ADCB will use reasonable endeavours to give you prior notice before cancelling your Debit Card, where permitted by Applicable Laws, ADCB may cancel your Debit Card without prior notice (by recall, termination or non-renewal):
 - (A) at any time in ADCB's sole discretion;
 - (B) if ADCB suspects Debit Card fraud or theft;
 - (C) upon your death, loss of mental capacity, bankruptcy or insolvency;
 - (D) if ADCB reasonably believes that you have left the UAE to take up residence elsewhere;
 - (E) if ADCB is unable to reach you at your Address, despite having made reasonable attempts to do so;
 - (F) your employment is terminated for any reason;
 - (G) you breach any of your obligations under these Terms and Conditions;
 - (H) any information provided by you to ADCB is incorrect;
 - (I) if you fail to provide ADCB with any information or documentation that it requests from time to time;
 - (J) any undertaking provided by you under these Terms and Conditions is invalid or breached;
 - (K) ADCB determines that there are grounds which could lead to your inability (or those of your guarantor, if applicable) to fulfil your obligations to ADCB;
 - (L) upon closure of your Debit Card Account; or
 - (M) if you fail to pay any sums to ADCB when due.
- ▶ Upon cancellation of your Debit Card you must destroy it and immediately cease to use it. All Supplementary Cards issued in relation to your Debit Card will also be cancelled and must be destroyed. Any applicable Charges will be immediately due and payable to ADCB.
- ▶ Any annual fee which was paid by you before cancellation of your Debit Card will not be refunded.

- ▶ Cancellation of your Debit Card will not affect your obligations towards ADCB. You will remain liable for any Debit Card Transactions that ADCB considers to have been initiated by you, a Joint Account Holder or a Supplementary Card Holder and you will remain bound by these Terms and Conditions after cancellation of your Debit Card.
- ▶ You or (if applicable) your estate, administrator or executor will be responsible for repaying in full any outstanding liabilities on your Debit Card Account and will keep ADCB indemnified for all costs (including legal fees and Debit Card Charges) incurred in recovering such outstanding balances.

16.19 Can you cancel your Debit Card?

- ▶ You may cancel your Debit Card at any time by notifying or calling ADCB and returning all your Debit Cards.
- ▶ You may (as Primary Cardholder), at any time, request ADCB to cancel a Supplementary Card. The cancellation of a Supplementary Card, for whatever reason, will not cancel your Debit Card.

16.20 Can you use your Debit Card abroad?

- ▶ You can use your Debit Card abroad at designated Merchants and Terminals, however there may be local restrictions in some countries which may affect your use of your Debit Card.
- ▶ All Debit Card Transactions effected abroad or in a foreign currency constitute a payment at a branch and a remittance to the country where the withdrawal or transaction is carried out (at the then applicable exchange rate as determined by the Card Scheme Provider).
- ▶ Use of your Debit Card abroad will not in any way (i) cause your Debit Card Account to be treated as or deemed to be an account domiciled in any other country in which ADCB has a presence or (ii) cause or give rise to any Liability to any other Affiliate of ADCB located in such other country.
- ▶ Your right to use your Debit Card is subject to Applicable Laws (including, without limitation, any exchange controls) and in particular those of the Island of Jersey and the country in which the Debit Card is used and of the Merchant, bank or financial institution that owns the relevant Terminal.
- ▶ Please refer to Clause 11 of this part for further terms relating to foreign currency transactions.

16.21 What do you need to do if you want to leave the UAE to live abroad?

- ▶ If you leave the UAE to take up residence elsewhere, ADCB may request that you return your Debit Card (including all Supplementary Cards) to ADCB for cancellation in accordance with Clause 16.18 of this part at least 14 days prior to your departure from the UAE.

17. Additional Products and Services

17.1 Can ADCB introduce Additional Products and Services?

- ▶ ADCB is able to provide a number of Additional Products and Services and may introduce to you such products and services from time to time in its discretion. Such Additional Products and Services may be governed by specific terms and conditions separate from these Terms and Conditions (for example, ADCB's "Custody Services Terms and Conditions").

18. Third Party Offerings

18.1 Can ADCB provide Third Party Offerings?

- ▶ Subject to the provisions of the Data Protection Law, ADCB may refer to you, market or otherwise provide information on Third Party Offerings.
- ▶ You agree to ADCB marketing Third Party Offerings to you and acknowledge that ADCB may receive a fee from the third party providers in return for ADCB's marketing or sale of the Third Party Offerings on their behalf.
- ▶ Third Party Offerings may be provided subject to the specific terms and conditions of the third party providers. All Third Party Offerings will be accepted by you "as is" at your own risk. ADCB makes no representation and provides no warranty whatsoever, expressed or implied, and neither ADCB nor its Affiliates will be responsible for any Liability whatsoever, in respect of:
 - (A) the quality, merchantability, suitability or fitness for any use or purpose of any Third Party Offerings; or
 - (B) any offers, representations or commitments made to you by any third party providers.
- ▶ You agree that the role of ADCB is limited to marketing or making a referral and neither ADCB nor its Affiliates will be responsible for any Liability arising out of your relationship with the third party providers of the Third Party Offerings, including for any negligence, breach of any statutory or other duty, or failure to comply with the terms and conditions of such Third Party Offerings, by the third party provider and/or any other party associated in any way, directly or indirectly, with such Third Party Offerings. You expressly acknowledge that you will only have recourse against the third party providers and you will have no right of set-off or any other recourse against ADCB.
- ▶ If there is any dispute between you and the third party provider of any Third Party Offering, your obligations to ADCB will not in any way be affected by such dispute or any opposing claim or right of set-off that you may have against such third party provider. You must raise any claims, complaints and/or disputes in relation to any Third Party Offerings directly with the relevant third party providers.
- ▶ ADCB will not, at any time, be deemed to be the supplier or issuer of any Third Party Offerings. Unless otherwise expressly stated by ADCB, ADCB will not be deemed to be the agent or representative of any third party providing the Third Party Offerings.

19. Assignment

19.1 Can ADCB transfer its rights?

- ▶ ADCB may transfer, assign and/or novate any of its rights (in whole or in part) under any ADCB Offering to any party to a transaction acquiring an interest in, assuming risk in, or in connection with your offshore banking relationship with ADCB. Pursuant to such right, ADCB may include any receivables in respect of your financial obligations to ADCB in any securitised asset portfolios.
- ▶ You agree to sign or enter into any agreement or acknowledgment required by ADCB to give effect to any such transfer, assignment or novation.

19.2 Can you transfer your rights or obligations?

- ▶ You cannot transfer any of your rights and/or obligations under an ADCB Offering to any party without the prior consent of ADCB.

20. Unforeseen Circumstances

20.1 Will ADCB be responsible for any Liability arising out of circumstances outside of its control?

- ▶ Neither ADCB nor its Affiliates will be responsible for any Liability arising out of any Unforeseen Circumstances or any other circumstances reasonably outside of ADCB's control.

21. Further Assurances

21.1 What further assurances might you be required to provide to ADCB?

- ▶ You undertake upon demand by ADCB from time to time, at the your sole cost and expense, to execute and deliver all such documents, deeds and instruments and pay all such costs and perform (or procure the payment and performance of) such things as ADCB may consider necessary or expedient to facilitate or improve on any rights, authorities and discretions intended to be vested in ADCB by or pursuant to these Terms and Conditions (including without limitation the registration of any Security, Property or Vehicle in ADCB's name or in the name of any other third party designated by it).

22. Survival of Terms and Conditions

22.1 What happens when your use of an ADCB Offering is cancelled, expires or is terminated?

- ▶ Unless otherwise expressly agreed by ADCB, the cancellation, expiry or termination of any ADCB Offering will not affect any rights (including any limitations or exclusion of ADCB's Liability)

or obligations which have accrued prior to such cancellation or termination, or any of these Terms and Conditions which are intended (whether expressly or implicitly) to survive cancellation, expiry or termination.

23. Intellectual Property

- ▶ Intellectual Property Rights in all information, publications, marketing material, software applications and/or other materials contained in or relating to ADCB Offerings, Electronic Banking, the MobileApp and the Website are owned by or licensed to ADCB. All rights are reserved by ADCB or its licensors and no proprietary rights or ownership rights vest in you by reason of any permission or access granted to you to use such ADCB Offerings.
- ▶ You must not reproduce, adapt, reverse engineer, decompile, modify, distribute, display, transmit or otherwise exploit any information, publications, marketing materials, software applications or other materials contained in or relating to ADCB Offerings, Electronic Banking, the MobileApp or the Website in whole or in part or permit any other party to do so, or allow access to any other party without the prior permission of ADCB.

24. Third Party Rights

24.1 Who can enforce these Terms and Conditions?

- ▶ Subject to the paragraph below, these Terms and Conditions are made for your and ADCB's benefit only and are not intended to benefit or be enforceable by any third party.
- ▶ The following parties will have the right to enforce any right and/or benefit conferred upon them in these Terms and Conditions:
 - (A) each of ADCB's Affiliates including their successors and assignees; and/or
 - (B) ADCB's successors and assignees.

25. Severability

25.1 What if part of these Terms and Conditions is unenforceable?

- ▶ If any provision of these Terms and Conditions is found to be unenforceable, the remaining provisions of these Terms and Conditions will not be affected.

26. No Waiver

26.1 What if ADCB doesn't exercise a right or remedy against you, or delays doing so?

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

27. Governing Law and Jurisdiction

27.1 Which laws govern the relationship between you and ADCB?

- ▶ All matters pertaining to an Account and these Terms and Conditions shall be governed by and constructed in accordance with the laws of the Island of Jersey and the Account Holder irrevocably submits to the exclusive jurisdiction of the courts of the Island of Jersey.

27.2 What should I do if I have a complaint in relation to any of ADCB's products or services?

- ▶ Complaints can be made at any Branch. Complaints will be examined by persons trained in dealing with such matters and ADCB will acknowledge receipt of complaints promptly and keep the Account Holder informed of progress made towards resolution of the same. Following examination of the complaint, ADCB will inform the Account Holder of:
 - (A) the outcome of the complaint;
 - (B) how to pursue his complaint with ADCB in case of dissatisfaction with ADCB's response; and
 - (C) the Account Holder's ability to refer his complaint in the case of individuals to the Channel Islands Financial Ombudsman and in the case of corporate customers to the Jersey Financial Services Commission.

27.3 What happens if there is a dispute between you and ADCB?

- ▶ Any dispute or difference between ADCB and the Account Holder arising in connection with an Account, any funds therein or these Terms and Conditions will be submitted to the exclusive jurisdiction of the courts of the Island of Jersey.
- ▶ Irrespective of your place of residence or domicile:
 - (A) you irrevocably agree to accept service of process by any methods selected by ADCB in its sole discretion (to the extent permissible under Applicable Laws) for proceedings in any applicable court or jurisdiction, which methods will include but not be limited to service of process by way of:
 - (1) e-mail, fax or registered mail to your Address;
 - (2) publication in one or more daily newspapers in the UAE or in your jurisdiction of domicile or residence (as the case may be) or such other jurisdiction as ADCB deems appropriate; and/or
 - (3) any other forms of communication, notification or publication permitted from time to time under Applicable Laws, for service of process,
 - (B) you hereby consent to process being served by any party permitted under Applicable Laws (including, without limitation, by ADCB itself and/or by any such party on ADCB's behalf where the applicable court has given approval for service of process via such method); and

(C) you agree that to the extent permissible under Applicable Laws, such service of process will satisfy all requirements to establish personal jurisdiction over you and the applicable court.

- ▶ You agree that, if requested by ADCB, you will, at your expense, appoint a process agent nominated by ADCB to accept service of process upon you.
- ▶ ADCB may use copies, printouts or electronic versions of fax, e-mail, SMS and other electronic transmissions and data, as well as any of its Records, including recordings of telephone conversations between you and ADCB's employees, as evidence in any court, arbitral or other legal proceedings.

PART 2 : PRODUCT SPECIFIC TERMS AND CONDITIONS

- ▶ This part 2 applies to you to the extent that you apply for any of the following:
 - (A) Current Account;
 - (B) Savings Account;
 - (C) Fixed Term Deposit Account;
 - (D) Call Deposit Account; or
 - (E) Debit Card
- ▶ This part 2 must be read together with other applicable parts of these Terms and Conditions.

1. Current Accounts

1.1 What are the features or restrictions of your Current Account?

- ▶ In order to hold a Current Account you must:
 - (A) be a UAE national;
 - (B) be a GCC National employed in the UAE or holding a valid UAE trade license; or
 - (C) hold a valid UAE residence visa.
- ▶ If, after making reasonable efforts to contact you at your Address, ADCB believes that:
 - (A) you are a GCC National who is no longer employed in the UAE or has ceased to hold a trade license; or
 - (B) you are neither a GCC National nor a UAE national and you are no longer a permanent resident in the UAE or you do not hold a valid UAE residence visa,

ADCB may, without prejudice to its rights in Clauses 15.1 and 15.5 of part 1, convert your Current Account into a Savings Account. You hereby consent to the conversion of your Current Account into a Savings Account in the aforementioned circumstances and you authorise ADCB to perform any actions necessary to carry out the conversion. This includes but is not limited to, the opening and closing of any Account and effecting any transactions from your Current Account. You also agree to indemnify and hold harmless ADCB and its Affiliates against any Liability arising out of the conversion of your Current Account under these circumstances.

- ▶ You may apply for a Debit Card in accordance with Clause 9 of this part.
- ▶ Any other features relating to a Current Account (including any Specific Features) will be available on the Website.

1.2 Are Current Accounts interest bearing?

- ▶ The Available Balance in a Current Account is generally non-interest bearing unless otherwise offered by ADCB from time to time.

2. Savings Accounts

2.1 What are the features or restrictions of a Savings Account?

- ▶ You may apply for a Debit Card in accordance with Clause 9 of this part.
- ▶ A Savings Account does not entitle you to receive a cheque book.
- ▶ ADCB may, in its sole discretion, limit the number of Savings Accounts that can be opened by you.
- ▶ Details of the Minimum Balance required to open a particular Savings Account, and any other features relating to it (including any Specific Features), will be available on the Website and at each Branch.

2.2 Are Savings Accounts interest-bearing?

- ▶ Savings Accounts can be interest-bearing or non-interest bearing depending on the particular Savings Account.
- ▶ Details of the Minimum Balance required for a particular interest-bearing Savings Account to earn interest will be available on the Website and at each Branch. No interest will accrue if such Minimum Balance is not met.
- ▶ Interest will only be credited to an interest-bearing Savings Account if the Minimum Interest has accrued. Details of the Minimum Interest for a particular Savings Account will be available in the Schedule of Fees or on the Website.

2.3 Are there any Charges in connection with a Savings Account?

- ▶ Charges will be levied for each withdrawal in excess of the applicable maximum allowance, if any, in any calendar month as specified on the Website.

2.4 Can you make withdrawals from a Savings Account?

- ▶ You can make withdrawals from a Savings Account by using the relevant Form.

3. Fixed Term Deposit Accounts

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

- ▶ A "Fixed Term Deposit" is a deposit of a fixed amount, for a fixed period, at a fixed rate of interest.

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

3.2 How is interest calculated on a Fixed Term Deposit?

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

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

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

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

- ▶ Where you make a Fixed Term Deposit with ADCB, ADCB's obligation to repay the deposit shall arise at maturity. ADCB may, in its sole discretion, consent to the early withdrawal of a Fixed Term Deposit which will render it subject to a lower interest rate or no interest at all and a premature withdrawal Charge as prescribed by ADCB from time to time (which ADCB may deduct from the principal amount of your Fixed Term Deposit before making payment to you).

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

- ▶ Unless you instruct ADCB otherwise, at the end of the agreed term of a Fixed Term Deposit, ADCB will pay the principal amount of your Fixed Term Deposit together with any accrued interest into the Account from which the Fixed Term Deposit amount was originally transferred.
- ▶ You can renew a Fixed Term Deposit (together with any interest accrued) for the same term and at the Prevailing Rate applicable on the date of renewal by:
 - (A) notifying ADCB at least two Business Days before the expiry of the agreed term of the Fixed Term Deposit; or

(B) applying for automatic renewal of your Fixed Term Deposit, in each case, using the relevant Form.

4. Call Deposit Accounts

4.1 What are the features or restrictions of a Call Deposit Account?

- ▶ A Call Deposit Account does not entitle you to receive a chequebook or a Debit Card.
- ▶ Details of the Minimum Balance required to open a particular Call Deposit Account and any other features relating to it (including any Specific Features) will be available on the Website and at each Branch.

4.2 Are Call Deposit Accounts interest-bearing?

- ▶ Call Deposit Accounts can be interest-bearing or non-interest bearing depending on the particular Call Deposit Account.
- ▶ Details of the Minimum Balance required for a particular interest-bearing Call Deposit Account to earn interest will be available on the Website and at each Branch. No interest will accrue if such Minimum Balance is not met.
- ▶ Interest will only be credited to an interest-bearing Call Deposit Account if the Minimum Interest has accrued. Details of the Minimum Interest for a particular Call Deposit Account will be available in the Schedule of Fees.

4.3 Can you make withdrawals from a Call Deposit Account?

- ▶ Unless otherwise stipulated by ADCB, you can only make four withdrawals from your Call Deposit Account during a calendar month.
- ▶ You can make withdrawals from your Call Deposit Account by using the relevant Form.

5. Making deposits into an Account

5.1 How do you make deposits into your Account?

- ▶ Deposits will not be accepted in cash but maybe made through online transfer depending on the type of Account. ADCB will credit your Account with sums which may be deposited by you, subject to other provisions of these Terms and Conditions.
- ▶ ADCB may, in its discretion, credit your Account with any amount deposited by a third party.
- ▶ You may be unable to withdraw or otherwise access the full value of the deposit made due to:
 - (A) ADCB exercising its Right of Set-Off against you;
 - (B) the fees and charges of the paying bank;
 - (C) exchange restrictions;

- (D) the time required for the amount deposited to be fully cleared; and/or
- (E) any other restrictions that apply to the party making the deposit.

- ▶ In the event that any funds are mistakenly credited to your Account due to computer, technical, human or clearing system error or malfunction, or for any other reason, ADCB will have the right (and you authorise ADCB) to debit your Account (and in the case of insufficient balance in your Account, to overdraw your Account). Neither ADCB nor its Affiliates will be responsible for any Liability arising from such event.

5.2 Can you assign or charge by way of Security the amounts deposited in your Account?

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

6. Making withdrawals from an Account

6.1 How do you make a withdrawal from your Account?

- ▶ Withdrawals may only be made out of cleared funds credited to your Account and may be:
 - (A) in cash, in AED or the currency of the Account. However, if your Account is in any currency other than AED, the terms of Clause 11 of part 1 apply;
 - (B) made based on your instructions to ADCB to pay or transfer;
 - (C) for Savings Accounts or Call Deposit Accounts, on application using any Form prescribed by ADCB for that purpose.
- ▶ ADCB reserves the right in its sole discretion and at any time to set and amend limits on both the amounts and frequency of any withdrawals you can make in respect of any of your Accounts.

6.2 Can you make withdrawals from your Account in foreign currencies?

- ▶ You can withdraw money from your Account and exchange it for a foreign currency at a Branch (at the applicable Exchange Rate), subject to the availability of the relevant currency at that Branch. ADCB offers this service on a discretionary basis and Charges may apply as prescribed in the Schedule of Fees.
- ▶ Conversion from a currency to another shall be at the rate of exchange as determined by ADCB applicable on the rate of transaction.
- ▶ You agree that there are risks associated with Accounts denominated in foreign currencies and accordingly you agree that you are solely responsible for all such risks and any costs and expenses whatsoever arising (including, without limitation, those arising from any international, domestic, legal or regulatory restrictions and possible exchange rate fluctuations) in respect of any such Accounts.

7. Transferring funds from an Account

7.1 How do you make a Funds Transfer?

- ▶ You can make a Funds Transfer by way of:
 - (A) an Internet Banking Instruction;
 - (B) a standing order by you to ADCB to execute Funds Transfers at pre-determined intervals;
 - (C) a Telephone Request, for Funds Transfers between your Accounts only;
 - (D) a Mobile Request; and/or
 - (E) completing any Form or other method of communication accepted by ADCB for that purpose.
- ▶ Notwithstanding the above, ADCB may, from time to time and in its sole discretion, limit your ability to effect Funds Transfers in a specific form or method depending on your profile as a Customer or the ADCB Offering to which a Funds Transfer relates, or for any other reason that ADCB considers appropriate.

7.2 What if the payee account is in another country?

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

7.3 What restrictions should you be aware of when making a Funds Transfer?

- ▶ Funds Transfers generally may not be reversed once effected. It is your responsibility to ensure that you provide accurate information in your instructions in order to avoid any unintended Funds Transfers. ADCB shall rely upon all information provided by you in relation to Funds Transfers (including any beneficiary account details) and you shall be responsible for any errors in any information provided by you to ADCB.
- ▶ While ADCB shall use reasonable endeavours to carry out any stop payment instructions, ADCB shall not be liable in the event that it is unable to do so and monies are released (and you acknowledge that ADCB may only be able to claim the monies with the consent of the beneficiary).
- ▶ A Funds Transfer request will be processed on the transfer date that you select, except where:
 - (A) there are insufficient funds in your Account;
 - (B) the Funds Transfer would exceed any limit set by ADCB from time to time;
 - (C) ADCB, in its sole discretion, has reason to believe that the Funds Transfer will or could be in breach of Applicable Laws or ADCB Policies;
 - (D) ADCB is not permitted to do so by Applicable Laws or ADCB Policies;

- (E) ADCB has reason to believe that your Account may be the subject of misuse, money-laundering or fraudulent activity (or otherwise suspects such is the case);
 - (F) all information necessary to complete the Funds Transfer has not been provided (including information required by the payee bank or any intermediaries);
 - (G) ADCB is required to comply with a court order or any Applicable Laws or ADCB's own policies;
 - (H) you instruct ADCB to stop that Funds Transfer;
 - (I) the designated account of the payee is not maintained by the payee bank;
 - (J) the payee's account details recorded with the payee bank or branch are not part of the clearing system;
 - (K) you have not complied with these Terms and Conditions;
 - (L) there are any reasons for which the payee bank is responsible; and/or
 - (M) there are any Unforeseen Circumstances or any other circumstances reasonably outside of ADCB's control.
- ▶ ADCB will not be responsible for and you will indemnify and hold harmless ADCB and its Affiliates from any Liability arising from ADCB's compliance with your instructions, including instructions to execute or stop any Funds Transfer (including any delay or rejection of a Funds Transfer arising out of the above circumstances or for any tax obligations arising out of the Funds Transfer). For the avoidance of doubt the preceding indemnity will also include Liability for any currency conversion costs, correspondent and other routing charges, administrative charges and other costs and losses in relation to your Funds Transfer.
 - ▶ You must ensure that your Account has sufficient funds before effecting any Funds Transfers.
 - ▶ You warrant, represent and undertake that any Funds Transfers requested by you will not breach any Applicable Laws, these Terms and Conditions or any ADCB Policies.
 - ▶ ADCB may contact you to confirm and verify the identity of the beneficiary of a Funds Transfer (and any modifications to the details of a beneficiary of a Funds Transfer) before processing it.
 - ▶ On the date of payment, ADCB reserves the right to determine, in its sole discretion, the priority of Funds Transfer requests against any other payment requests presented or any other existing payment arrangement with ADCB. ADCB will have the right not to effect a Funds Transfer if, having determined the priority of payments, it believes that your Account may become overdrawn, the Spending Limit may be exceeded.
 - ▶ Funds Transfers are not instant. It may take a number of Business Days (excluding any public holidays in the Island of Jersey, the UAE and the country where the payee's account is located) for the funds to be received by the payee.
 - ▶ ADCB will not be a party to queries or disputes of any nature whatsoever that may arise between you and the payee.

- ▶ ADCB will not be responsible for any Liability arising out of any delays, failures, errors or other shortcomings in executing, processing or completing Funds Transfers, remittance, withdrawal, payment or other transaction as a result of the actions of any third party (including any intermediary bank).

7.4 What if your Funds Transfer is rejected by the payee bank?

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

8. Cheques

8.1 When is a cheque deposited with ADCB credited to your Account?

- ▶ ADCB provides the services of collection of cheques on your behalf and under your instructions. Charges may apply to these services.
- ▶ The value of cheques deposited by you, other than cheques that are post-dated or drawn in locations where ADCB does not have a Branch, may, in ADCB's sole discretion, be provisionally credited to your Account, subject to the realisation of the cheque proceeds.
- ▶ The proceeds of the credited cheques are available for withdrawal by you only upon their realisation and receipt by ADCB in cleared funds.
- ▶ Unless otherwise agreed by ADCB, the amount of an AED denominated cheque deposited into your Account is normally credited to your Account within two Business Days. There may be cases where a longer period is required, such as but not limited to where ADCB suspects fraudulent activity or when ADCB is required to verify the source of the funds.
- ▶ If any cheques are dishonoured for any reason whatsoever after being credited to your Account, ADCB has the right to reverse the credit by debiting the Account with the corresponding value including any related Charges (such as, but not limited to, fees for any returned unpaid cheques deposited by you, administrative charges, and if applicable, Exceptional Overdraft Interest) and interest at the Prevailing Rate for the period from the date of credit up to the date of the reversal of the credit by debit. If ADCB is unable to recover these amounts for whatever reason, you undertake to pay the same to ADCB immediately upon ADCB's request.

8.2 In what circumstances can ADCB refuse to accept a cheque to be credited to your Account?

- ▶ ADCB may refuse to accept cheques:
 - (A) drawn in favour of third parties (unless properly assigned to you as the new payee);

- (B) if the payee's name is not identical to your name in the Records; or
 - (C) for any other reason, including the prevention of fraud or money laundering.
- ▶ ADCB will not accept the assignment of any cheque in favour of a third party if it has been Crossed.
 - ▶ Any cancellation of a 'Crossing' or notation will render the cheque invalid.

9. Debit Cards

This Clause must be read along with the General Card Terms in Clause 16 of part 1 which will also apply to your Debit Card.

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

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

9.2 How can you obtain a Debit Card?

- ▶ A Debit Card may be issued by ADCB in its sole discretion, upon your request, to enable you to effect Debit Card Transactions at any Terminal located in the UAE or abroad.
- ▶ If you hold a Joint Account, a Debit Card may be issued to each Joint Account Holder only if you have specified that instructions in relation to your Joint Account can be given on an "or" basis (see Clause 13 of part 1).
- ▶ You may collect your Debit Card from any Branch requested by you, or request that your Debit Card be sent by post or courier to your Address.

9.3 What if your Account is not eligible for a Debit Card?

- ▶ Debit Cards are not issued for certain types of Accounts and Customers, as prescribed by ADCB from time to time.

9.4 Can you link more than one Account to your Debit Card?

- ▶ ADCB may in its sole discretion allow you to link more than one Account to your Debit Card. This will allow you to access and also effect debits from and credits to any other Accounts linked to that Debit Card by using your Debit Card at ADCB's ATMs. Please note that this function may not be available on non-ADCB ATMs.
- ▶ Where your Debit Card is linked to more than one Account, you must nominate one of those Accounts as the "primary" Account. Such primary Account will be the Account that is linked to the Debit Card Transactions effected at point of sale terminals and non-ADCB ATMs.

9.5 How can you use your Debit Card at a Self Service Terminal?

- ▶ Cheques and/or other instruments may only be deposited into an Account linked to your Debit Card at certain ADCB Self Service Terminals located within the UAE using a Debit Card. The record issued by the Self Service Terminal only represents what you claim to have deposited. Your deposits will only be credited to the applicable Account after verification of the cheques and/or other instruments and their clearing (in the case of cheques) by ADCB, and the amount of the deposit verified and cleared by ADCB will be deemed to be the correct amount of your deposit.
- ▶ Cheques that are deposited will be sent for clearing and the funds will be available only after the cheques are cleared in accordance with Clause 8.1 of this part.
- ▶ If you choose to make a Funds Transfer or to pay a bill using the Self Service Terminals, you must advise ADCB of:
 - the correct details of the accounts to which the transfer is to be made; and
 - the correct consumer or reference numbers relating to the payments to be made, in the prescribed Form.

9.6 How can you effect Debit Card Transactions?

- ▶ In addition to the uses set out in Clause 16 of part 1, you can use your Debit Card to purchase goods and services via the internet, telephone, mail order, or by any other means permitted by ADCB from time to time.

9.7 Are there any restrictions when using your Debit Card for online transactions?

- ▶ Debit Card Transactions conducted online will be subject to any applicable maximum value per transaction, any maximum number of transactions per day and any maximum cumulative value of transactions per day. These limits are subject to change by ADCB (in its sole discretion) and may also vary from website to website and from country to country, and may also vary depending on the type/category of Debit Card.
- ▶ Such limits may not be within ADCB's control, and neither ADCB nor its Affiliates shall be responsible for any Liability arising out of these limits (or changes thereto) or the inability to effect a Debit Card Transaction online due to such limits (or changes thereto).
- ▶ Please refer to the Website, or otherwise contact ADCB, for further information on these limits and restrictions.

PART 3 : ELECTRONIC BANKING

This part 3 applies to Electronic Banking and must be read together with other applicable parts of these Terms and Conditions.

1. Electronic Banking**1.1 How do the Electronic Banking Terms apply to you?**

- ▶ The General Electronic Banking Terms will apply to you when you apply for Electronic Banking.
- ▶ If you apply for:
 - Mobile Banking, the Mobile Terms will also apply to you;
 - Telephone Banking, the Telephone Terms will also apply to you; and
 - Internet Banking, the Internet Banking Terms will also apply to you.

1.2 What services are available via Electronic Banking?

- ▶ From time to time, and as permitted by ADCB in its sole discretion, ADCB may make various services and functions available to you through the use of some or all of the forms of Electronic Banking. By way of example, the following is an indicative and non-binding list of possible services and functions:
 - viewing the balance of your Account;¹
 - paying selected utility bills;
 - effecting Funds Transfers;
 - locating the nearest ADCB Self-Service Terminal or Branch;
 - obtaining information about and applying for certain ADCB Offerings;
 - updating your Address and other personal details;
 - viewing your E-Statements;
 - activating a Debit Card;
 - checking the balance of your reward points under an applicable ADCB Rewards Program or Third Party Rewards Program; and/or
 - topping-up and/or renewing any pre-paid credit programs (including but not limited to mobile phone pre-paid credit programs).
- ▶ All Electronic Banking services and functions are made available by ADCB on a completely discretionary basis and may be withdrawn, changed, substituted or supplemented by ADCB at any time and without any obligation to give you prior notice.

¹ Account balances verified through Electronic Banking at any one time may not reflect transactions that are in the process of clearing.

1.3 Can you use Electronic Banking for Joint Accounts?

- ▶ Electronic Banking is only available to Joint Accounts that allow ADCB to accept instructions from the Joint Account Holders on an "or" basis as per Clause 13 of part 1.
- ▶ If any Joint Account Holders wish to use a particular Electronic Banking service, they must individually register for it.

1.4 What if you enter incorrect Security Information?

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

1.5 When can your Security Information be changed?

- ▶ ADCB may reset your Security Information at any time. If this happens, ADCB will notify you.
- ▶ ADCB may deactivate your Security Information, at any time and without notice, if it suspects that your Security Information is being misused.
- ▶ You may change your Security Information at any time.
- ▶ ADCB may also, in its discretion, introduce Secure Key features from time to time, to enable you to use Electronic Banking more securely. If ADCB does this, you will be provided with a Secure Key and you must follow any instructions provided by ADCB in connection with its use, in order to access any ADCB Offering that ADCB determines is subject to such secured access protocols.

1.6 Are there any Charges in connection with Electronic Banking?

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

1.7 How are Electronic Instructions processed by ADCB?

- ▶ Electronic Instructions are irrevocably and unconditionally binding and are made at your risk and responsibility.
- ▶ ADCB will make reasonable efforts to modify, delay or prevent the processing of any Electronic Instruction where you request this, but neither ADCB nor its Affiliates will be responsible for any Liability for any failure to comply with such request.

1.8 Who is responsible for the equipment and software required to use Electronic Banking?

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

1.9 What is ADCB not liable for in relation to Electronic Banking?

- ▶ In addition to any other limitation or exclusion of ADCB's Liability under these Terms and Conditions, neither ADCB nor its Affiliates will be responsible for any Liability arising from:
 - (A) any unauthorised transaction effected through Electronic Banking before you have notified ADCB of the unauthorised transaction or any misuse, loss, disclosure or theft of your Security Information;
 - (B) any fraudulent activity carried out through Electronic Banking (unless the fraudulent act was carried out by ADCB);
 - (C) your failure to observe any of your security obligations under these Terms and Conditions;
 - (D) your access or use of Electronic Banking in a manner, or for a purpose, not authorised by ADCB;
 - (E) any loss of any information or Electronic Instructions in transmission due to Unforeseen Circumstances;
 - (F) any unauthorised access by any third party to Electronic Banking, Electronic Instructions and any Account Information;
 - (G) the delivery, mistaken delivery, deletion or failure to store any Electronic Instructions or personalisation settings;
 - (H) transactions that occur pursuant to your Electronic Instructions prior to termination of your access to the relevant Electronic Banking service;
 - (I) your use of Electronic Banking including, if applicable, any material, data and/or software downloaded or otherwise obtained through the use of Electronic Banking; and/or
 - (J) any damage caused to your hardware or software resulting from your use of Electronic Banking.

1.10 Can your access to Electronic Banking be suspended or terminated?

- ▶ You can stop using Electronic Banking at any time.
- ▶ ADCB may, in its sole discretion, suspend (including for maintenance purposes) or terminate your access to Electronic Banking at any time. While ADCB will reasonably endeavour to notify you before suspending or terminating your access, it will have the right to do so without notifying you in advance, including in circumstances where:
 - (A) you breach any provision of these Terms and Conditions and fail to rectify the breach within three Business Days after receiving notice from ADCB requiring the breach to be rectified (or such other time specified by ADCB from time to time);
 - (B) ADCB suspects or becomes aware of any breach of security;
 - (C) ADCB suspects or becomes aware of any fraudulent use of Electronic Banking;
 - (D) ADCB reasonably believes that you will be unable to repay any amounts that you owe to it; and/or
 - (E) you die, are declared insolvent or bankrupt, or no longer have requisite mental capacity.
- ▶ Unless otherwise agreed, ADCB will not effect any Electronic Instructions which you have made before termination of your access to the relevant Electronic Banking service and which are scheduled to be effected after such termination.

2. Mobile Banking

2.1 How can you use Mobile Banking?

- ▶ You can use Mobile Banking via SMS or the MobileApp. The services and functions made available by ADCB through SMS may vary from those available through the MobileApp.

2.2 How do you apply for Mobile Banking?

- ▶ You can apply for Mobile Banking:
 - by contacting ADCB through the Call Centre, the IVR or through any other means prescribed by ADCB from time to time and following any instructions provided by ADCB;
 - by downloading the MobileApp to your Mobile Device; and/or
 - by completing the relevant Form.
- ▶ If you wish to use Mobile Banking via SMS, you must provide ADCB with your current mobile number in order to apply for Mobile Banking.

2.3 What are the conditions of usage of the MobileApp?

- ▶ To log on to the MobileApp, you must enter your Security Information and any other information requested by ADCB. ADCB will not be responsible for verifying the identity of the party entering the Security Information.

- ▶ You must download any updates to the MobileApp as and when they become available.
- ▶ You may be automatically logged off the MobileApp if you remain inactive for a particular period of time as prescribed by ADCB.
- ▶ You must not use the MobileApp for any purpose other than to access your Mobile Banking Account and to use Mobile Banking on your Mobile Device.
- ▶ Subject to Clause 23 of part 1, ADCB grants to you a limited, non-exclusive and non-transferable licence to use the MobileApp on your Mobile Device from the moment that you download it to your Mobile Device until terminated in accordance with Clauses 5 and 6 of this part.

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

- ▶ ADCB will try to ensure the accuracy, adequacy and completeness of the MobileApp and the MobileApp Information, however:
 - (A) the use of the MobileApp is at your sole risk;
 - (B) the MobileApp and the MobileApp Information are provided on an “as is” and “as available” basis;
 - (C) ADCB cannot confirm the accuracy, adequacy or completeness of the MobileApp or the MobileApp Information and neither ADCB nor its Affiliates will be responsible for any Liability arising out of any errors or omissions in the MobileApp or the MobileApp Information; and
 - (D) no confirmation of any kind, implied, express or statutory, including but not limited to the confirmations of non-infringement of third party rights, title, fitness for a particular purpose and freedom from Virus is given in conjunction with the MobileApp or the MobileApp Information.

2.5 How do you use Mobile Banking via SMS?

- ▶ You can use Mobile Banking via SMS by sending certain keywords to a particular number designated by ADCB from time to time. For example, to view your Account balance, it might be to send the word “BAL” followed by the last six digits of your Account Number to 2626.
- ▶ ADCB may, from time to time, send you Alerts (which may or may not be related to your Mobile Banking Account), such as notification of a transaction effected on your Mobile Banking Account or the launch of a new ADCB Offering. You must notify ADCB if you do not wish to receive these Alerts.

2.6 When will ADCB send you a Mobile Response?

- ▶ Unless ADCB is prevented from doing so due to Unforeseen Circumstances, ADCB will endeavour to send you a Mobile Response as soon as reasonably possible, after receiving your Mobile Request.
- ▶ ADCB may, in its sole discretion and without notice to you, decline to send a Mobile Response if it believes that the Mobile Request is unclear or cannot be processed.

- ▶ If you are not within the coverage area of the CSP or the areas forming part of the roaming network of such CSP, you may be unable to make Mobile Requests and receive Mobile Responses.

2.7 Will ADCB use information about your physical location?

- ▶ ADCB will use information about your physical location sent through your Mobile Device when you use certain ADCB Offerings through Mobile Banking (for example, the service to locate the nearest ADCB Self-Service Terminal or Branch).
- ▶ By using such ADCB Offerings, you consent to ADCB and its Affiliates accessing and monitoring your location and disclosing your location to third parties.

2.8 Can your personal information be accessed by ADCB and its Affiliates if you use Mobile Banking?

- ▶ Without prejudice to Clauses 8.3 of part 1, you acknowledge that each Mobile Request and Mobile Response may contain Confidential Information, information on your location and other details of your use of ADCB Offerings, Additional Products and Services and/or Third Party Offerings. You irrevocably agree to the transfer, access and storage by ADCB and its Affiliates (and their respective personnel) of such information in relation to your use of Mobile Banking.

2.9 What security measures should you take in relation to Mobile Banking?

- ▶ In addition to your obligations under Clause 6 of part 1, you must log out of the MobileApp as soon as you have finished using it and before leaving your Mobile Device unattended.

2.10 What is ADCB not liable for in relation to Mobile Banking?

- ▶ With respect to Mobile Banking, in addition to any other limitation or exclusion of ADCB's Liability under Clause 5 of this part and the rest of these Terms and Conditions, neither ADCB nor its Affiliates will be responsible for any Liability arising from:
 - (A) any loss of any Alerts or Mobile Responses in transmission due to Unforeseen Circumstances; or
 - (B) any unauthorised access by any third party to any Alerts or Mobile Responses.

2.11 Can your access to Mobile Banking be suspended or terminated?

- ▶ In addition to its rights under Clause 5 of this part, ADCB may, in its sole discretion and without notice to you, immediately suspend or terminate your access to Mobile Banking if:
 - (A) you cease to hold a Mobile Banking Account; or
 - (B) ADCB no longer supports the MobileApp on your Mobile Device.

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

2.12 When are Funds Transfers effected via Mobile Banking processed?

- ▶ Subject to Clause 2.3 of part 1 and 7.3 of part 2, Funds Transfers that you effect via Mobile Banking will be immediately debited from your Account.

3. Telephone Banking

3.1 How can you use Telephone Banking?

- ▶ You can use Telephone Banking by calling the Call Centre or through the IVR. The services and functions made available by ADCB through the Call Centre may vary from those available through the IVR.

3.2 How do you apply for Telephone Banking?

- ▶ You can apply for Telephone Banking by contacting ADCB. You will be asked to confirm certain Security Information that ADCB may require.
- ▶ If your registration is accepted, ADCB will then ask you to set up a TPIN or Voice Pass. Depending on the device from which you are calling (e.g. from your registered mobile phone or from another telephone device), either the TPIN and/or Voice Pass will be used to identify you whenever you use Telephone Banking.

3.3 How can you make a Telephone Request?

- ▶ You can make a Telephone Request by contacting the Call Centre and speaking to a customer service representative, using the IVR service or by any other means allowed by ADCB from time to time. The means of making a Telephone Request may vary depending on the type of service that you request as well as the availability of that service at any given time.
- ▶ You must provide any additional information required by ADCB, from time to time, to enable ADCB to provide Telephone Banking.

4. Internet Banking

4.1 How can you use Internet Banking?

- ▶ You must visit the Website to access Internet Banking. ADCB may change the website through which you access Internet Banking without prior notice to you.
- ▶ To log on to Internet Banking, you must enter your Security Information and, if applicable, your Secure Key code. ADCB will not be responsible for verifying the identity of the party entering the Security Information.

- ▶ You may be automatically logged off Internet Banking if you remain inactive for a particular period of time as prescribed by ADCB.

4.2 How do you apply for Internet Banking?

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

4.3 Can you rely on the accuracy, consistency and security of the Website?

- ▶ ADCB will try to ensure the accuracy, adequacy or completeness of the Website and the Website Information, however:
 - (A) the use of the Website is at your sole risk;
 - (B) the Website and the Website Information are provided on an "as is" and "as available" basis;
 - (C) ADCB cannot confirm the accuracy, adequacy or completeness of the Website or the Website Information and neither ADCB nor its Affiliates will be responsible for any Liability arising out of any errors or omissions on the Website or in the Website Information;
 - (D) no confirmation of any kind, implied, express or statutory, including but not limited to the confirmations of non-infringement of third party rights, title, fitness for a particular purpose and freedom from Virus is given in conjunction with the Website or the Website Information; and
 - (E) no confirmation, warranty or undertaking of any kind, implied, express or statutory, is given that:
 - (1) the Website will be available and meet your requirements or that access will be uninterrupted;
 - (2) there will be no delays, failures, errors or omissions or loss of transmitted information; or
 - (3) no damage will occur to your computer systems.
- ▶ The Website Information has been prepared in accordance with the regulations and laws of the Island of Jersey and the UAE and for the supply of ADCB Offerings within the Island of Jersey.
- ▶ The Website and the Website Information is not directed at you if it does not comply with the laws of the jurisdiction from which you are accessing the Website. It is your responsibility to ensure that you are permitted to use Internet Banking by the laws applicable to you.

4.4 What security measures should you take in relation to Internet Banking?

- ▶ In addition to your obligations under Clause 6 of part 1, you must:
 - (A) log out of Internet Banking once you have finished using it or before leaving your computer unattended; and
 - (B) not access Internet Banking from any computer connected to a local area network (LAN) or any public internet access device or access point without ensuring that third parties cannot access Internet Banking in your name.

4.5 What other restrictions apply in relation to your use of Internet Banking?

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

4.6 When are Funds Transfers effected via Internet Banking processed?

- ▶ Subject to Clause 2.3 of part 1 and 7.3 of part 2, Funds Transfers that you effect via Internet Banking will be immediately debited from your Account.

PART 4 : REWARD PROGRAM TERMS

- ▶ This part 4 applies to rewards programs introduced by ADCB from time to time and must be read together with other applicable parts of these Terms and Conditions.
- ▶ ADCB may, in its discretion and from time to time, introduce ADCB Rewards Programs or Third Party Rewards Programs.

1. ADCB Rewards Program

1.1 What terms and conditions will govern an ADCB Rewards Program?

- ▶ In addition to these Terms and Conditions, your participation in an ADCB Rewards Program may be subject to that program's own terms and conditions (which will be made available to you on, or through, the Website or on such other forum specified by ADCB from time to time). By participating in an ADCB Rewards Program, you will be deemed to have accepted and agreed to be bound by the terms and conditions applying to that ADCB Rewards Program. If there is a conflict between the terms and conditions of an ADCB Rewards Program and any part of these Terms and Conditions, to the extent that such conflict directly relates to the ADCB Rewards Program, the terms and conditions of that ADCB Rewards Program will prevail.
- ▶ ADCB currently operates an ADCB Rewards Program called the "TouchPoints Program". The terms and conditions of the TouchPoints Program are currently available at www.adcbtouchpoints.com.

1.2 What will be covered in the terms and conditions of an ADCB Rewards Program?

- ▶ Each ADCB Rewards Program may have its own terms and conditions, which may vary from program to program, but will cover issues such as, but not limited to, eligibility criteria (for membership as well as the transactions to which the program relates), operation of the program and redemption of rewards.

1.3 What can you use an ADCB Rewards Program for?

- ▶ Provided that your membership in the relevant ADCB Rewards Program is in good standing, and subject to ADCB's approval, reward points earned under an ADCB Rewards Program may be redeemed in return for ADCB Rewards. Details of the ADCB Rewards available under an ADCB Rewards Program will be set out on the ADCB Rewards Online Catalogue.
- ▶ Whilst reasonable efforts will be made to ensure that the information contained in the ADCB Rewards Online Catalogue is correct, neither ADCB nor its Affiliates will be responsible for any Liability for any errors, inaccuracies or omissions appearing therein.

- ▶ The redemption of points for an ADCB Reward may be done either by contacting ADCB, through Internet Banking or through any other means as prescribed from time to time by ADCB.
- ▶ Upon your enrolment into an ADCB Rewards Program, a Rewards Account will be established for you. When you redeem reward points under an ADCB Rewards Program for an ADCB Reward, the reward points corresponding to the value of the ADCB Reward will be deducted from your Rewards Account. If you have insufficient points in your Rewards Account for an ADCB Reward that has been redeemed, ADCB may, in its sole discretion, suspend delivery of the ADCB Reward or charge you for the cash value of the ADCB Reward.
- ▶ The redemption of ADCB Rewards is subject to:
 - (A) ADCB's approval;
 - (B) the availability of the relevant ADCB Reward at the time the redemption of the reward points is requested; and
 - (C) any terms and conditions imposed by any third party supplier or issuer of the relevant ADCB Reward.

1.4 What if your ADCB Reward is received in a damaged or defective condition when you receive it or if you do not receive it at all?

- ▶ If your ADCB Reward is received in a damaged or defective condition, you must notify the supplier of such damage or defect within the number of days stipulated in the supplier's receipt. ADCB will use reasonable efforts to facilitate your complaint to the supplier and arrange, whenever possible, for an appropriate replacement of the relevant ADCB Reward, but ADCB will not be responsible for any Liability for any such damage or defect.

1.5 What is ADCB not liable for in relation to an ADCB Rewards Program?

- ▶ ADCB is not, and will not be considered, at any time, as the supplier of any ADCB Reward provided by a third party, or an agent or representative thereof.
- ▶ All ADCB Rewards provided by a third party will be accepted by you "as is" at your own risk. ADCB makes no representation and provides no warranty whatsoever, expressed or implied, and undertakes and assumes no responsibility for any Liability whatsoever, in respect of the quality or merchantability of any ADCB Reward provided by a third party, or the suitability or fitness thereof for any use or purpose.
- ▶ Neither ADCB nor its Affiliates will be responsible for any Liability for or otherwise arising out of or in relation to:
 - (A) any amounts payable by you to any third party arising out of the purchase, supply, quality, merchantability, installation, repair, use or otherwise, of an ADCB Reward;
 - (B) any failure, shortcoming, negligence, breach of statutory or other duty on the part of any supplier, issuer and/or other third party associated in any way, directly or indirectly, with the supply of an ADCB Reward including any defect in, or damage to, any ADCB Reward; and/or
 - (C) your possession and use of an ADCB Reward.

1.6 Are there any Charges under an ADCB Rewards Program?

- ▶ ADCB reserves the right to introduce Charges in relation to certain features of ADCB Rewards Programs from time to time. ADCB will notify you of such Charges as and when they become applicable.

1.7 Can an ADCB Rewards Program (or any part thereof) be amended or varied?

- ▶ Without prejudice to ADCB's general right under Clause 5.1 of part 1, ADCB may from time to time, in its sole discretion, amend and/or vary the features of an ADCB Rewards Program, as well as the terms and conditions governing that program. Such amendment/variation may involve the following:
 - limiting or changing the value or validity of points under an ADCB Rewards Program and/or the manner of their redemption;
 - changing:
 - the eligibility criteria for transactions in respect of which reward points may accrue; and/or
 - the number of reward points required for the redemption of an ADCB Reward; and/or
 - cancelling any ADCB Reward and substituting it with another reward of comparable nature and value, as prescribed by ADCB.

The rights set out above may diminish the redemption value of the points already earned but you will not have any claim for compensation for any such losses.

- ▶ While ADCB will reasonably endeavour to notify you before amending and/or varying the terms and conditions or features of an ADCB Rewards Program, it will have the right to do so without notifying you in advance. ADCB will not be responsible for any Liability arising out of or in relation to any such amendment and/or variation.

1.8 Can your membership in an ADCB Rewards Program be terminated or suspended?

- ▶ ADCB may in its sole discretion immediately suspend or terminate your membership in an ADCB Rewards Program at any time. While ADCB will reasonably endeavour to notify you before suspending or terminating your membership, it will have the right to do so without notifying you in advance if:
 - you breach these Terms and Conditions, the terms and conditions of the relevant ADCB Rewards Program or any applicable provisions in any policy incorporated by reference herein or therein;
 - you fail to pay for any outstanding amounts due within the prescribed time set by ADCB;
 - ADCB suspects or becomes aware of any fraudulent activity; and/or
 - for any other valid reason.

2. Third Party Rewards Programs

2.1 What terms and conditions will govern a Third Party Rewards Program?

- ▶ In addition to these Terms and Conditions, your participation in Third Party Rewards Programs will be subject to that program's own terms and conditions (which will be made available to you on, or through, the Website or on such other forum specified by ADCB from time to time).
- ▶ By participating in a Third Party Rewards Program, you will be deemed to have accepted and agreed to be bound by the terms and conditions applying to that Third Party Rewards Program and you acknowledge and agree that the operator(s) of that Third Party Rewards Program will have the right to vary the terms and conditions of that Third Party Rewards Program at its/their discretion.
- ▶ If there is a conflict between the terms and conditions of a Third Party Rewards Program and any part of these Terms and Conditions, to the extent that such conflict directly relates to the Third Party Rewards Program, the terms and conditions of that Third Party Rewards Program will prevail.
- ▶ The terms and conditions for Third Party Rewards Programs will be available on, or through, the Website.

2.2 What is ADCB not liable for in relation to a Third Party Rewards Program?

- ▶ ADCB is not and will not be considered, at any time, as the supplier of any Third Party Reward, or an agent or representative thereof.
- ▶ All Third Party Rewards will be accepted by you "as is" at your own risk. ADCB makes no representation and provides no warranty whatsoever, expressed or implied, and undertakes and assumes no responsibility for any Liability whatsoever, in respect of the quality or merchantability of any Third Party Reward or the suitability or fitness thereof for any use or purpose.
- ▶ Neither ADCB nor its Affiliates will be responsible for any Liability for or otherwise arising out of or in relation to:
 - (A) any amounts payable by you to any third party arising out of the purchase, supply, quality, merchantability, installation, repair, use or otherwise, of a Third Party Reward;
 - (B) any failure, shortcoming, negligence, breach of statutory or other duty on the part of any supplier, issuer and/or other third party associated in any way, directly or indirectly, with the supply of a Third Party Reward including any defect in, or damage to, any Third Party Reward; and/or
 - (C) your possession and use of a Third Party Reward.

2.3 Are there any charges under a Third Party Rewards Program?

- ▶ ADCB reserves the right to introduce Charges in relation to certain features of Third Party Rewards Programs from time to time. ADCB will notify you of such Charges as and when they become applicable.

2.4 Can a Third Party Rewards Program (or any part thereof) be amended or varied?

- ▶ You acknowledge and agree that the operator(s) of a Third Party Rewards Program may from time to time, in its/their sole discretion, amend and/or vary any part or feature of a Third Party Rewards Program, including the terms and conditions applying to the Third Party Rewards Program.
- ▶ Any such amendment and/or variation may be beyond the control of ADCB. While ADCB will reasonably endeavour to notify you before any such amendment and/or variation, you agree and acknowledge that the operator(s) of the program will have the right to effect such amendment and/or variation without notifying you in advance. ADCB will not be responsible for any Liability arising out of or in relation to any such amendment and/or variation.

2.5 Can your membership in a Third Party Rewards Program be terminated or suspended?

- ▶ ADCB may in its sole discretion immediately suspend or terminate your membership in a Third Party Rewards Program at any time. While ADCB will reasonably endeavour to notify you before suspending or terminating your membership, it will have the right to do so without notifying you in advance if:
 - you breach these Terms and Conditions, the terms and conditions of the relevant Third Party Rewards Program or any applicable provisions in any policy incorporated by reference herein or therein;
 - you fail to pay for any outstanding amounts due within the prescribed time set by ADCB;
 - ADCB suspects or becomes aware of any fraudulent activity; and/or
 - for any other valid reason.

GLOSSARY

What do certain capitalised and other terms mean?

- ▶ The questions and headings used in these Terms and Conditions are for convenience only and will not affect the interpretation of any of these Terms and Conditions.
- ▶ Unless the context otherwise requires, the singular includes the plural and vice versa, and references to one gender include the other.
- ▶ Words implying a person or party will, as the case may be, include a sole proprietor, individual partnership, firm, company, corporation or other natural or legal person.
- ▶ Unless otherwise stated, references to dates, months and years will correspond to the Gregorian calendar.
- ▶ Unless otherwise stated, any reference for you to "contact" or "notify" (or any other analogous action) ADCB, means contacting or notifying ADCB by any form of Customer Communication (in accordance with Clause 2 of part 1) or by any other means acceptable to ADCB from time to time for the purpose of receiving such contact or notification from you.
- ▶ Unless otherwise stated, any reference for ADCB to "contact" or "notify" (or any other analogous action) you, means contacting or notifying you by any form of Bank Communication (in accordance with Clause 3 of part 1) or by any other means deemed appropriate by ADCB from time to time for the purpose of conveying such contact or notification to you.
- ▶ Capitalised terms (e.g. 'Bank Communications') have the meanings given to them below.

Account any bank account opened by you with ADCB;

Account Information (without limitation) any information concerning you (or a Supplementary Cardholder) and your Account(s), including but not limited to the Account Number, the amount of interest paid or credited to the Account, Account transactions, Account balance, Debit Card Number, your (and, if you are an entity or Consumer Corporate Customer, your beneficial owners') name, Address, date/place of birth, country of residence, social security number, tax identification number, information relating to any funds or investment(s) held by ADCB on your behalf or other financial information;

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

ADCB	Abu Dhabi Commercial Bank PJSC and any of its branches, successors and assignees;
ADCB Offering	any product, service, facility, benefit or reward program provided by ADCB from time to time;
ADCB Policies	ADCB's own policies and procedures (as amended from time to time by ADCB in its sole discretion);
ADCB Reward	<p>a reward and/or benefit that is made available from time to time, from or through ADCB in exchange for points earned under an ADCB Rewards Program and which may include:</p> <p>(A) set-off against certain Charges determined by ADCB; and/or</p> <ul style="list-style-type: none"> • credit or discount vouchers for specific products and services;
ADCB Rewards Online Catalogue	the catalogue of ADCB Rewards available on the Website or through Internet Banking or as otherwise made available by ADCB;
ADCB Rewards Program	a rewards program providing rewards and benefits, operated by ADCB;
Additional Products and Services	any ADCB Offering introduced from time to time, not specifically described in these Terms and Conditions;
Address	<p>any of the following contact details (as applicable):</p> <p>(A) physical correspondence address (including your residence, principal place of business or other physical address);</p> <p>(B) landline telephone number;</p> <p>(C) mobile telephone number;</p> <p>(D) fax number;</p> <p>(E) e-mail address;</p> <p>(F) makani number (or equivalent); and/or</p> <p>(G) any other point of contact or means of reaching you for the purpose of delivering Bank Communications in any form;</p> <p>as maintained in the Records from time to time;</p>
AED	the lawful currency of the UAE;

Affiliates	ADCB's subsidiaries, parents, shareholders, affiliates, associates, directors, employees, officers, representatives, branches, partners, professional advisors, service providers, assignees, agents, insurers, third party contractors, third party banks and financial institutions, the Card Scheme Providers, credit reference agencies or reporting agencies, debt collection agencies and their respective successors, but excluding the third party providers of any Third Party Offering;
Alerts	messages or notifications (other than Mobile Responses) sent by ADCB to the Customer by SMS, email, secure messaging service or any other available means of communication;
Applicable Laws	any applicable law (including but not limited to any laws and regulations issued by the Jersey Financial Services Commission or any other regulator of ADCB), Regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanction regime, court order, agreement between ADCB and any government and regulatory authority, or agreement or treaty between government and regulatory authorities (in each case, whether local, foreign or international);
ATM	an automated teller machine or any Debit Card operated machine or device whether belonging to ADCB or other participating banks or financial institutions, which accepts a Debit Card;
Available Balance	the current balance of the Account less any deposited cheques or other payment orders drawn on other banks, in both cases which have not been cleared and less any un-cleared amounts or amounts which have been blocked or frozen by ADCB in the exercise of its rights under these Terms and Conditions;
Bank Communications	all notices, notifications, cards, PINs, OTPs, Security Information, cheque books, cashier's orders, Statements of Account, demands, advice, Alerts, Mobile Responses, Telephone Responses, emails, receipts or any other communication sent by ADCB to you;
Branch	any of ADCB's branches in the UAE;

Business Day	any day (other than a Friday, Saturday or Sunday) on which banks and financial markets are open for business in both the Island of Jersey and in the UAE;
Call Centre	ADCB's call centre which can be reached using the telephone numbers prescribed by ADCB from time to time;
Call Deposit Account	an Account available in certain currencies prescribed by ADCB from time to time, which provides you with instant access to your funds as further described in Clause 4 of part 2;
Card Scheme Provider	Visa® or MasterCard® (as the case may be) or such other name as may be used to designate the aforementioned;
Cash Withdrawal	any amount obtained by use of a Debit Card or the PIN or in any manner authorised by the Debit Cardholder from an ATM, a Branch or any other bank or financial institution for debit from a Debit Card Account;
Charges	the charges, fees, costs, commissions, penalties, and other expenses (including any Debit Card Charges) payable by you to ADCB in relation to the ADCB Offerings, or in connection with ADCB's compliance with any regulatory obligations as may be set out in the Schedule of Fees or otherwise prescribed by ADCB from time to time;
Chip	a secure microprocessor embedded in a Debit Card allowing an advanced verification mechanism upon payment and convenient usage options;
Confidential Information	your Account Information, Security Information, any Bank Communications, Customer Communications and any other information of a confidential nature;
Consumer Corporate Customer	any entity subject to these Terms and Conditions that is a company, corporation, branch, family office, establishment, investment entity or any other type of body corporate, wherever and however incorporated or established;

Contactless Technology	a contactless technology feature allowing a Debit Card to be tapped on certain card readers at selected Merchant outlets to effect a Debit Card Transaction;
CRS	OECD Common Reporting Standards;
Crossed	that the face of the cheque has two parallel lines drawn across it;
CSP	a cellular service provider;
Current Account	a transactional Account as further described in Clause 1 of part 2;
Customer	anyone who uses, participates in, purchases or subscribes to any ADCB Offering;
Customer Communication	all notices, instructions and other communications sent by you to ADCB;
Cut-off Time	the latest time in a Business Day at which transactions carried out on that Business Day are processed, as prescribed by ADCB from time to time and in its sole discretion and as such may vary for transactions effected via Internet Banking or at particular Branches;
Data Protection Law	means in so far as they have come into force and have not been repealed, the Data Protection (Jersey) Law 2018, the Data Protection Authority (Jersey) Law 2018 as amended or updated from time to time and including any subordinate legislation made thereunder, in addition to any other similar applicable and relevant data protection legislation.
Debit Card	a debit card issued by ADCB to a Customer (and includes primary, new, renewed and replacement cards and any Supplementary Card), which is used to enable Debit Card Transactions;
Debit Card Account	an Account to which your Debit Card is linked;
Debit Card Charges	any one or more of the fees and/or charges associated with the use of the Debit Card set out in the Schedule of Fees or otherwise notified to you from time to time by ADCB, which are subject to change from time to time in ADCB's sole discretion;

Debit Cardholder	a Customer to whom a Debit Card bearing that party's name is issued by ADCB, and includes the Primary Cardholder and any Supplementary Cardholder;
Debit Card Number	the number printed on the face of a Debit Card, or such other number designated as such by ADCB from time to time;
Debit Card Terms	the debit card terms and conditions set out in Clause 9 of part 2, any other clauses of these Terms and Conditions applicable to Debit Cards (including, but not limited to, Clause 16 of part 1) and any supplemental terms and conditions applicable to Debit Cards that may from time to time be in force (which, for example, may include terms included in your Statement of Account);
Debit Card Transaction	any purchase of goods and/or services, Cash Withdrawals or any other transactions effected by the use of a Debit Card (including any Supplementary Card), PIN, OTP or in any other manner authorised by the Debit Cardholder (or Supplementary Cardholder as the case may be);
Digital Confirmation	has the meaning given to it in Clause 3.1 of part 1;
Electronic Banking	Mobile Banking, Telephone Banking and/or Internet Banking;
Electronic Banking Terms	the General Electronic Banking Terms and the Specific Electronic Banking Terms;
Electronic Instruction	a Mobile Request, Telephone Request and/or an Internet Banking Instruction;
Eligibility Criteria	the eligibility criteria for participation in, or use of, a particular ADCB Offering, as prescribed by ADCB in its sole discretion from time to time;
Establishment Document	any of the following: (A) chamber of commerce & industry membership certificate; (B) municipal trade license; (C) commercial registration certificate; (D) memorandum and articles of association or any other constitutional documents; and/or (E) any other document which ADCB may specify from time to time;

E-Statement	the monthly or other periodic electronic statement issued by ADCB to the Customer showing the balance and transactions on an Account during the period covered by the statement;
Exceptional Overdraft Amount	the amount of withdrawal from an Account by which the Spending Limit is exceeded without you having previously applied to ADCB for an Overdraft in respect of that amount;
Exceptional Overdraft Interest	interest that will be charged to an Account for the Exceptional Overdraft Amount at the Prevailing Rate;
Exchange Rate	with respect to the conversion of one currency to another, the prevailing rate of exchange as prescribed by ADCB;
FATCA	the Foreign Account Tax Compliance Act 2010 of the United States of America and related US Treasury Regulations (as amended from time to time) and any similar legislation or regulation in force in any other jurisdiction from time to time;
FATCA/CRS Obligations	obligations under FATCA, any intergovernmental agreement between the UAE and the US or any other country in relation to the implementation of FATCA, any similar, existing or future regime intended to secure the exchange of information for purposes connected to taxation, including (without limitation) CRS, any similar legislation or regulations in force in any other jurisdiction from time to time and/or any intergovernmental or other agreements made and laws and/or regulations (local or otherwise) adopted pursuant to the implementation of the foregoing;
Fixed Term Deposit Account	an Account into which you make Fixed Term Deposits as further described in Clause 3 of part 2;
Fixed Term Deposit	has the meaning given to it in Clause 3.1 of part 2;

Form	<p>any form prescribed by ADCB for a particular purpose (such as but not limited to an application for a particular ADCB Offering or an instruction to ADCB) which may be completed:</p> <p>(A) in writing, in physical or electronic form;</p> <p>(B) by verbal instruction, in person or over the telephone;</p> <p>(C) via Electronic Banking or by any other electronic or digital method of acceptance including but not limited to email or fax; and/or</p> <p>(D) any other means of instruction or confirmation prescribed by ADCB from time to time;</p>
Funds Transfer	<p>a transfer of funds out of an Account to another Account or an account of any other bank or financial institution, in AED or any other currency permitted by ADCB, as instructed by the Customer and in accordance with Clause 7 of part 2;</p>
GCC National	<p>a national of any of Saudi Arabia, Kuwait, Qatar, Bahrain or Oman;</p>
General Electronic Banking Terms	<p>the common terms applicable to Mobile Banking, Telephone Banking and Internet Banking set out in Clause 1 of part 3 and any supplemental terms and conditions applicable thereto that may from time to time be in force;</p>
Home Branch	<p>means ADCB's Jersey branch, whose principal place of business is 2nd Floor, 27 Hill Street, St Helier, Jersey, JE2 4UA;</p>
Intellectual Property Rights	<p>patents, trademarks, service marks, rights (registered or unregistered) in any designs; applications for any of the foregoing; trade or business names; copyright (including rights in computer software) and topography rights; know-how; secret formulae and processes; confidential and proprietary knowledge and information; database rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world;</p>
Interest Payment Date	<p>the date on which an interest payment is due as advised or agreed by ADCB from time to time;</p>

Internet Banking	the personal internet banking service that ADCB makes available on the Website, accessible through the internet network, to enable the electronic receipt and transmission of information and Internet Banking Instructions;
Internet Banking Instruction	any request, confirmation, consent, instruction or other similar communication sent by you to ADCB via Internet Banking;
Internet Banking Terms	the terms set out in Clause 4 of part 3 and/or any other supplemental terms and conditions applicable thereto that may from time to time be in force;
ISP	the internet service provider used by the Customer;
IVR	ADCB's interactive voice response system;
Joint Account	an Account opened in accordance with Clause 13 of part 1;
Joint Account Holder	each of the Customers who holds a Joint Account;
Joint and Several Liability	<p>in respect of:</p> <p>(A) each Joint Account Holder relating to the operation of a Joint Account; and/or</p> <p>(B) each Debit Cardholder relating to the use of a Debit Card and any of its Supplementary Cards;</p> <p>all Liability will be the individual responsibility of each individual Joint Account Holder, Debit Cardholder or borrower (as the case may be), whether or not incurred by that person;</p>
Liability	(whether arising in relation to you, to ADCB or to any third party) any loss, claim, demand, delay, obligation, expense, damage, cost, proceedings, penalties or charges or any other liability including legal costs, for any loss however caused (including any loss whether direct, indirect, consequential or incidental, even if advised of the possibility of such loss or damages) and irrespective of whether any claim is based on the loss of profit, business revenue, investment, goodwill, interruption of business or anticipated savings or loss of data;

Merchant	any party supplying goods and/or services who accepts ADCB Rewards Program reward points, or a Debit Card number as a mode of payment or reservation for purchase of goods and/or services from such party;
Minimum Balance	the minimum balance which you must have in a particular Account (subject to change from time to time by ADCB in its sole discretion and without any obligation to give prior notice to you);
Minimum Interest	the amount of interest (subject to change from time to time by ADCB in its sole discretion and without any obligation to give prior notice to you) which must accrue to an Account before the Customer will be eligible for receiving any interest on that Account;
MobileApp	any one or more of ADCB's downloadable mobile banking applications as may be introduced, replaced, updated, upgraded or modified from time to time;
MobileApp Information	the information and materials (including text, graphics, links or other items) made available or accessed through the MobileApp;
Mobile Banking	the services which allow the Customer to make Mobile Requests via mobile phones or other mobile devices, to receive Alerts and Mobile Responses and any other additional services that may be provided by ADCB to the Customer from time to time using SMS or the MobileApp;
Mobile Banking Account	any Account for which Mobile Banking is available and for which you applied for Mobile Banking;
Mobile Device	any personal electronic device used by the Customer to access and make use of Mobile Banking (for example, a smart phone or tablet);
Mobile Request	a request made by the Customer using Mobile Banking for the purposes referred to in Clause 2 of part 3;
Mobile Response	the information or confirmation of execution sent by ADCB to a Customer in response to a Mobile Request, and/or any other measures giving effect to any Mobile Request;

Mobile Terms	the terms set out in Clause 2 of part 3, and/ or any other supplementary terms and conditions applicable to Mobile Banking that may from time to time be in force;
OECD	Organisation for Economic Co-operation and Development;
OFAC	the Office of Foreign Assets Control of the US Department of the Treasury;
OTP	a one-time password sent to you by ADCB in connection with a Debit Card Transaction or for any other use of an ADCB Offering requiring such a password;
Overdraft	a temporary extension of credit to you from ADCB where your Account balance has reached zero, and which for the avoidance of doubt includes an Exceptional Overdraft Amount;
Paper Statement	the monthly or other periodic paper statement issued by ADCB to a Customer showing the balance and transactions on an Account during the period covered by the statement;
Password	a unique alpha-numeric expression used by a Customer to access Internet Banking;
Payment Due Date	the date on which any payment from you to ADCB is due;
PIN	the personal identification number selected by the Debit Cardholder to enable the use of the Debit Card at any Terminal;
Prevailing Rate	the applicable prevailing rate of interest specified by ADCB from time to time and which applies to an Account displayed on a notice board at a Branch, the Website or other places specified in these Terms and Conditions;
Primary Account Holder	the primary or first named Customer in relation to the opening of an Account;
Primary Cardholder	a Customer (other than a Supplementary Cardholder) who is issued a Debit Card (and any Supplementary Card, at the request of such Customer) to operate the Debit Card Account;

Prohibited Country	any country designated from time to time by Applicable Laws as a country with which dealings should be restricted;
Privacy Notice	means the notice issued pursuant to the Data Protection Law describing how ADCB processes personal data (including Confidential Information), as amended from time to time. You can review the Privacy Notice on the Website;
Records	any data, recording, book, documentation, record or account maintained by ADCB in any form, whether originals or copies, including but not limited to printout, digital, electronic, audio or video in respect of a Customer, the Customer's use of any ADCB Offerings, Account Information and any dealings or correspondence with the Customer;
Regulations	any sanctions programs, tax regulations or other regulations or recommendations including without limitation, embargoes, sanctions, and export controls against countries, states, entities, vessels or persons issued by the United Nations, OFAC or any other applicable body or jurisdiction (in each case, whether local, foreign or international);
Rewards Account	the account opened for you under a ADCB Rewards Program;
Right of Set-Off	<p>the right of ADCB to apply any:</p> <p>(A) sum standing to the credit of one or more of your Account(s) (of whatsoever description, whether held singly or jointly with others, and wherever located and whether in AED or in any other currency); and/or</p> <p>(B) of your other assets in ADCB's custody or control including but not limited to securities, bonds, collateral, shares, shipping documents, banknotes, coins, gold or other valuables and property of whatsoever nature,</p> <p>in or towards the discharge of any of your obligations due to ADCB (whether such obligations are actual or contingent, primary or collateral and joint or several);</p>
Savings Account	an Account designed to allow you to save money and earn interest on cash held in the Account as further described in Clause 2 of part 2;

Schedule of Fees	any schedule of ADCB's Charges and interest rates applicable from time to time and made available at any Branch upon request or on the Website, as may be amended from time to time;
Secure Key	any authentication device or other security tool (in physical or electronic form) provided to you by ADCB from time to time, allowing you to access Internet Banking or any other ADCB Offering that ADCB determines requires such secured access protocols;
Security	any collateral, pledge, lien, mortgage, charge, guarantee, assignment, undertaking or any other similar security;
Security Information	your User ID, Password, TPIN, vocal password, your secret answers to any security questions and any other information that ADCB may require you to provide in order to access Electronic Banking;
Self Service Terminal	a terminal or device (including an ATM) that is self-operated that reads, captures and transmits card information in an unattended environment and provides the Debit Cardholder with the product and/ or service requested (which may, depending on the terminal or device, include Cash Withdrawals, Funds Transfers, the ability to make deposits into your Account and such other functions as made available by ADCB from time to time);
SMS	short messaging service sent over a Mobile Device;
Specific Electronic Banking Terms	each of the Mobile Terms, Telephone Terms and Internet Banking Terms;
Specific Features	the specific features available and/or applicable to a particular ADCB Offering, and which will be available on, or through, the Website or on such other forum as prescribed by ADCB from time to time;
Spending Limit	the amount of available funds in an Account including any authorised Overdraft limit assigned to that Account;
Statement of Account	an E-Statement or a Paper Statement, as applicable;

Supplementary Card	a supplementary Debit Card issued to a Supplementary Cardholder at the request of a Primary Cardholder;
Supplementary Cardholder	a party who has been issued a Supplementary Card;
Telephone Banking	the services which allow Telephone Requests to be made over the phone and information to be provided through the IVR or ADCB's Call Centre agents;
Telephone Request	a request made using Telephone Banking for the purposes referred to in Clause 3 of part 3;
Telephone Response	the execution of a Telephone Request by ADCB;
Telephone Terms	the terms of Clause 3 of part 3 and/or any other supplementary terms and conditions applicable to Telephone Banking that may from time to time be in force;
Terminal	a Self Service Terminal or other point of sale terminal and through which Debit Card Transactions can be effected;
Terms and Conditions	(A) these general terms and conditions for offshore banking; (B) the terms of any application form in respect of any ADCB Offering; and/or as amended or supplemented from time to time;
Third Party Offering	any product, service, facility, benefit or reward program provided by a third party provider and marketed by ADCB;
Third Party Reward	a reward and/or benefit made available from time to time under a Third Party Rewards Program;
Third Party Rewards Program	a rewards program providing rewards and/or benefits, operated by a third party (on its own or in conjunction with ADCB);
TPIN	the telephone personal identification number for accessing Telephone Banking;
TSP	the telecommunications service provider used by the Customer;

UAE	the United Arab Emirates;
Unforeseen Circumstances	acts of God or other unforeseen circumstances outside of ADCB's control including, without limitation, failure of telecommunications systems and communications networks, mechanical failure, power failure or variation in the supply of power, malfunction, breakdown or inadequacy of equipment, machinery, systems or software failure, Viruses, strikes, riots, acts of war, lockouts or industrial disturbances and/or governmental action;
US	the United States of America;
User ID	the identity number assigned to the Customer by ADCB for accessing Internet Banking;
Voice Pass	the vocal password which you may be required to provide in connection with the use of Telephone Banking;
Virus	a computer virus and/or other mobile code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable or disrupt any software, hardware, data or other property;
Website	www.adcb.com or any one or more other internet domains specified by ADCB from time to time;
Website Information	the information and materials (including text, graphics, links or other items) made available or accessed through Internet Banking and/or on the Website;
You or "you"	the party applying for an ADCB Offering or the Customer, and "Your" will be construed accordingly.

