

PREAMBLE

In these conditions, "Subscriber" means the customer (Individual(s) or Joint account holders or Power of Attorney/Mandate holders) to whom the service has been provided and "UAB Online Service" means UAB Online - Internet Banking & Mobile Banking Services (hereinafter referred to as "UAB Online") which is a service of United Arab Bank that provides access to the Subscriber to view and operate his/her account(s) (hereinafter referred to as "Account(s)") through computer terminals connected to the internet (a reference to a gender includes reference to each gender).

The Terms and Conditions which are an integral part of "UAB Online Service" Application hereunder set out the rights and obligations of the Subscriber and the Bank, in connection with the Subscriber's use of UAB Online. All the terms of this agreement are legally binding, so the Subscriber must read them carefully before the Subscriber submits the application form (hereinafter referred to as "Application").

The Subscriber acknowledges, understands and confirms his consent to the following:

1. ELIGIBILITY

- 1.1. In order to use the UAB Online Service, the Subscriber must maintain an account with the Bank in the UAE. If the Account relationship is terminated for any reason, or in the event of any breach of the Terms and Conditions herein contained, the Bank shall be entitled forthwith to cancel the Service.
- 1.2. The Subscriber must become registered with the Bank for the use of the Service and meet the Bank's registration/subscription requirements.
- 1.3. The Bank reserves the right to refuse an Application/subscription and may at its sole discretion, withdraw at any time all rights and privileges pertaining to the Service.
- 1.4. The Subscriber undertakes to execute any additional documents that may be required by the Bank prior to provision of any modified/additional facilities under the UAB Online Service to the Subscriber. Where a Subscriber fails to comply with the above requirements, he shall not be eligible for such enhanced or modified Service and the Bank will also be entitled to withdraw the Service provided earlier.
- 1.5. The Bank shall have no responsibility for failure or non-performance of UAB Online beyond the control of the Bank. Further, the Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of UAB Online Service.

2. RESOURCE REQUIREMENTS FOR SET UP AND USE OF THE UAB ONLINE

The UAB Online Service requires a computer system/mobile device connected to the Internet Service Provider (ISP) and a browser that is compatible with the minimum level of security stipulated for using UAB Online.

The Subscriber shall be responsible for obtaining access to the Internet (including the selection of an ISP) and hiring or purchasing equipment necessary for using UAB Online. Since the Bank is neither an equipment supplier nor a telecommunication network provider, it will not be held liable in this regard.

3. SECURITY

- 3.1. For the Subscriber to be able to use the Service, the Subscriber will be provided with User Login ID and Password by the Bank. These will be used to identify the Subscriber whenever the Subscriber accesses the UAB Online.
- 3.2. Login ID(s) and Password(s) are confidential and the Subscriber is fully responsible for their use and custody. The Subscriber is also liable for the consequences of any disclosure, unintentional or otherwise, and the transmission of such information to third parties.
- 3.3. Should the Subscriber discover, or suspect that his password is known to an unauthorized user, the Subscriber must immediately change the password himself through the UAB Online Service.
- 3.4. The Subscriber should change his Password on a periodical basis through the UAB Online Service. Whenever a Subscriber changes his Password, the Subscriber must take care not to choose number(s) that are likely to be guessed by anyone trying to access the UAB Online.
- 3.5. If the Subscriber has any doubt that anyone is misusing its accounts through the service or that its user name or password have been revealed to another party, the Subscriber must inform the Bank as soon as possible, thereafter it shall send a written notice. The Subscriber will be held responsible for all amounts resulted from using its user name and password till the time of receiving the written notice from the Subscriber.
- 3.6. As a security precaution, access to UAB Online Service shall be blocked if the Password has not been correctly entered for permissible number of attempts.
- 3.7. If the Subscriber becomes aware of any transaction on any of the accounts that has not been validly authorized by him/her, the Subscriber must notify the Bank immediately in writing.
- 3.8. The Subscriber must not allow anyone else to operate the UAB Online on his/her behalf.
- 3.9. The Subscriber must not leave his computer unattended while the Subscriber is logged on to the UAB Online Service. Furthermore, the Subscriber should ensure that he has logged out of the Service before leaving the computer.
- 3.10. The Subscriber confirms that in submitting the Application for UAB Online Service; the Subscriber's Joint account holder(s) is/are satisfied for him/her to access the joint account(s) via UAB Online.

4. BANKING AND FINANCIAL TRANSACTIONS

- 4.1. The Bank shall be entitled to act on any instructions given by the Subscriber through UAB Online Service which may include mail message, banking instructions or financial instructions without any further reference to the Subscriber and without requiring written verification from the Subscriber.
- 4.2. Once a Subscriber has given an instruction through the UAB Online Service, the Subscriber will not be able to reverse it. The Bank will be under no obligation to reverse any instruction given by a Subscriber through the UAB Online Service. However, the Bank may try to reverse an instruction after it has been given to the extent that this is possible under the rules and practices of the banking system. The Subscriber will be responsible for any costs the Bank incurs as a result in this respect.

- 4.3. The Bank's record of any transaction processed through the use of UAB Online Service shall be conclusive evidence of such transaction(s) and legally binding on the Subscriber for all purposes.
- 4.4. The Bank shall have the right to reject or cancel any banking or financial transaction in the event of any transaction being incomplete, inconsistent, incorrect or in breach of any statutory or regulatory legislation.
- 4.5. Financial transaction(s) will be processed subject to the availability of cleared funds in the relative Account(s). The Subscriber shall ensure that sufficient funds are available in the Account before making any transfers. Where the execution of any financial transaction would result in the Account(s) becoming overdrawn or exceeding the existing overdraft limit granted by the Bank, the Bank shall have the absolute right to refuse the transaction. Where the Bank has chosen to execute such a financial transaction, the Bank has the right to combine or consolidate all or any of the Subscriber's Account(s) at any of its branches and set off or transfer any sums standing to the credit of any or more of such accounts along with any charges as applicable. The combination, consolidation, set off and transfers referred to in this clause may be made on one or more occasions at the Bank's absolute discretion.
- 4.6. Electronic Transfers, whether internal or external, using the UAB Online Service shall be restricted to a maximum amount of banking business day limit approved by UAB.
- 4.7. Transfers between the Subscriber's own Accounts or to other accounts maintained with the Bank shall be processed subject to the conditions given in Clause 4.14 and 4.15 below.
- 4.8. Transfers will be made only to or from Current Account(s) and Saving Account(s).
- 4.9. Transfers made from the Subscriber's Account(s) to Beneficiary(ies) having bank accounts with other banks within/outside the UAE shall be subject to normal banking rules and practice and any relevant Central Bank directives.
- 4.10. The Bank shall not be responsible for any loss or damages or immediate refund which may arise from failure to properly identify the beneficiary or for non-payment of any bank Payment Instrument because of wrong input of beneficiary's details, mistakes or omission.
- 4.11. The Subscriber acknowledges by the Bank that it is aware of the technology limits and restrictions in the meantime, and that the restrictions of the use of the UAB Online and the availability of the UAB Online depends on the technology's implementations and its use restrictions. The Subscriber releases the Bank from any responsibility arising from the Subscriber's failure to use the UAB Online for whatever reason.
- 4.12. The Bank shall not accept any claims for compensation of Interest/Profit, loss of Interest/Profit or transaction value date for any financial transaction carried out through UAB Online Service.
- 4.13. The Subscriber hereby, irrevocably and unconditionally without any right of objection, accepts all authorized debits arising from the use of the UAB Online, without limitation.
- 4.14. Transfer instructions between Subscriber's own Accounts with the Bank or to other Accounts maintained with the Bank are governed by the Bank's existing policies and practices as may be amended from time to time.
- 4.15. Transfer orders to beneficiary maintaining account with other bank within or outside the UAE and other requests for Financial Transactions should be received as per Bank's existing policies and practices and Central Bank directives.
- 4.16. The Subscriber acknowledges that not all transactions executed through UAB Online Service will generate confirmation advice although it will be recorded in the Subscriber's Statement of Account (being provided as per agreement between the Bank and the Subscriber).
- 4.17. It shall not be possible for a Subscriber to effect a banking or financial transaction which is not defined or forming a part of the banking rights.
- 4.18. The Subscriber's Account(s) shall be debited by the Bank with fees and charges for any banking and financial transaction(s) executed through the UAB Online Service. Such fees and charges levied shall be as per the Bank's Schedule of Charges/tariff.
- 4.19. In case Joint accounts are operated under Joint signatures only, for Funds Transfer functions, a validation of Funds Transfer transaction will be required (under the "Double Signature" function) by the Joint account holders, as is the case under normal banking transactions for such Accounts.
- 4.20. The Bank reserves the right to postpone a transaction for any reason beyond its control.

5. MODIFICATION

Due to the evolving nature of its computer systems, programs, extensions and upgrades, the Bank reserves the right to adapt or modify its Service and the Terms and Conditions contained in UAB Online Agreement at any time.

6. TERMINATION

- 6.1. The Subscriber may cancel its use of UAB Online Service at any time by notifying the Bank in writing. From the time this notification is received by the Bank, the Bank shall have the right to execute all the pending transfers/transactions previously initiated by the Subscriber, till complete termination of the Service.
- 6.2. The Bank shall terminate the Subscriber's use of the UAB Online Service if (any of) the Joint account holder(s) notify the Bank that they did not consent to the Subscriber's UAB Online Agreement for UAB Online Service and/or that the Joint account can no longer be operated on the Subscriber's instructions. The Subscriber acknowledges and agrees to indemnify the Bank in this respect.
- 6.3. The Bank may terminate the provision of the UAB Online Service to the Subscriber at any time without assigning any reason. In case of termination of Service, the Bank shall inform the Subscriber by ordinary post.

7. OTHER TERMS AND CONDITIONS

- 7.1. The Account records communicated under the UAB Online Service shall correspond to the accounting entries in the books of the Bank at the time of their communication. The Bank records and statements will be accepted by the Subscriber and considered as binding and conclusive evidence which may not be objected to or challenged.
- 7.2. Any printouts/statements or files in which any transaction(s) or information related to the Subscriber's Account(s) are printed or downloaded are for the Subscriber's use only.
- 7.3. The Subscriber authorizes the Bank to share all the information and transactions resulting from subscribing to the UAB Online and its use with their technical support partners and other UAB Online service provider companies.
- 7.4. It is understood that these Terms and Conditions are complementary to the other provisions of any other agreements between the Subscriber and the Bank and in the event of any conflict or inconsistency between UAB Online Service Terms and Conditions and any other provisions of any other agreement between the Subscriber and the Bank the latter shall prevail.
- 7.5. The Subscriber declares and agrees that it does not acquire any right regarding to any software or code of software or related to any specifications or technologies or any other data provided by the Bank to the customer for the purpose of providing the service, in addition the customer shall not acquire any intellectual property right or publication right for the above mentioned.

8. RIGHTS

The UAB Online site and services are the property of UAB. The Bank reserves the absolute right to amend/modify any of the Terms and Conditions of this agreement. Without prior notice to the customer.

IMPORTANT NOTICES:

1. It is understood by the Account's co-signatories that their choice to have any one of them sign individually on the Account, shall give him/her the right to request transfer of the credit balance or part of it to his/her personal Account. He/she also has the right to pledge all or part of the balance as a collateral against facilities granted to him/her or to others. This rule also applies to the joint signatures if they were more than one person. Thus, in the event the account's co-signatories reject this condition, they should crossed out and signed by the account's co-signatories jointly in this regard.
2. It is understood by the account's co-signatories that their choice to have anyone of them sign individually on the account, shall authorize him/her to request and use all of the self-services offered by the Bank, including the transfer of the credit balance or part thereof to his/her personal account by using the following services: Phone Banking, Credit Cards, ATM Card, Online Internet Banking. In the event that the account's signatories desire not to comply with aforementioned, this paragraph should be crossed out and signed by the account's co-signatories jointly in this regard.
3. The bank has the right to credit the amounts of inward transfers and cheques to the joint accounts if account number and the name of one of Account co-signatories are stipulated, unless instructions of co-signatories of the account stipulate otherwise, and confirmation to be made that co-signatories of the account waive their right to correctness of the entry or claim any compensations if no instructions have been provided to that effect.
4. The Customer should refer to the Bank for clarification of any terms used in the form that are not fully understood, and the Bank will not be held responsible if the customer does not obtain sufficient clarification prior to signing.

The Bank will not issue printed statement, however it will issue an E-Statement only subject to the following Terms and Conditions ("Terms & Conditions") which shall govern the provision of services for electronic statements ("E-Statements") and shall form an integral part of United Arab Bank's Terms and Conditions, Customers who wish to have printed statement may approach any UAB Branch to request for such statements and pay any involved fees.

The following Terms and Conditions ("Terms & Conditions") shall govern the provision of services for electronic statements ("E-Statements") and shall form an integral part of United Arab Bank's (the "Bank" or "UAB") Terms and Conditions.

E-DOCUMENT SERVICES TERMS AND CONDITIONS.

The following Terms and Conditions ("Terms & Conditions") shall govern the provision of services for electronic statements, electronic advices and other electronic correspondence documents (respectively, "E-Statements" and "E-Advices" and together, "E-Documents") and shall form an integral part of the bank account opening terms and conditions of United Arab Bank.

1. ELIGIBILITY

- 1.1. Any UAB customer (the "Customer") can subscribe to the E-Document service (the "Service") by completing the E-Document Service application process through any one of the Bank's communication channels from time to time, which include, without limitation, the branch network, the call centre, email, internet banking and mobile banking.
- 1.2. To use the Service, the Customer must designate a valid email address at which they would like to receive E-Documents. It is the Customer's responsibility to ensure they provide the correct email address registered with UAB. The Customer shall be responsible for any E-Document sent to an incorrect email address. In the event that the email address used to receive E-Documents becomes invalid, the Customer must notify the Bank immediately. The Bank shall not be liable for any E-Document sent to an invalid email address. Additionally, the Bank accepts no responsibility or liability for the Service in the event that a Customer's email account is accessed or used by a third party, with or without the Customer's consent.
- 1.3. The Bank reserves the right to refuse to offer the services to any Customer for any reason at its absolute discretion.

2. THE E-DOCUMENT SERVICE

- 2.1. The Service delivers E-Documents to the Customer electronically through email.
- 2.2. E-Documents cover those types of Customer account marked as being available through the E-Document Service application process and as selected by the Customer, such as current, savings and other deposit accounts, credit cards and other bank facilities.
- 2.3. E-Statements will contain an account summary as appropriate for each type of account, credit card or other bank facility, including dates and details of all debits, credits and transactions made; details of repayments due and payable to the Bank; amounts outstanding; interest charged and the date on which such repayments must be made.
- 2.4. All statements of account from the Bank to the Customer will be in the form of E-Statements, whether or not the Customer has expressly subscribed to the Service under Condition 1. If any Customer wishes to receive paper-based statements of account, then that Customer must approach any UAB Branch to request for such statements and pay any involved fees.
- 2.5. E-Advices will contain confirmation of any transaction specific or general advice, notification or other communication related to your account, credit card or other bank facility from the Bank to the Customer from time to time.
- 2.6. Other E-Documents will contain such other information as may be relevant to be made available from the Bank to the Customer from time to time.
- 2.7. By applying for the Service and after the Bank accepts to provide the Service, the posting of advices and other correspondence documents to the Customer will be immediately and automatically discontinued, unless the Customer expressly opts back in to continue to receive paper-based documents in addition to the Service.
- 2.8. The Bank will send the E-Document to the email address (and, where applicable under Condition 2.7 above, any paper-based document to the physical address) designated by the authorized signatories of the Customer and, subject to Condition 2.9 below, to any additional designated email addresses.
- 2.9. The Bank reserves the right to limit the number of additional designated email addresses available to be included in the Service in its absolute discretion.
- 2.10. E-Documents shall be conclusive evidence of the account, including all transactions made on the account and the amounts to be repaid and outstanding. The Customer shall have fourteen (14) calendar days from the date of delivery to contest any transactions or amounts indicated in the E-Document, failing which the Customer shall have no right to object to any amount stated.
- 2.11. The Customer must specify the frequency of the E-Document for each of their accounts as part of its E-Document Service application.
- 2.12. Where the Customer has multiple authorized signatories on their account, the Bank will only accept instructions in relation to the Service which are in accordance with the signing authorities set out in the Customer's account mandate terms and conditions with the Bank.

3. RECEIPT

- 3.1. The Customer is responsible to ensure they frequently check their incoming email and review their E-Documents when first received or published. The Customer shall be deemed to have received and read all E-Documents by the end of the calendar day on which the E-Document is sent or published by the Bank.
- 3.2. The Customer agrees to notify the Bank within twenty-four (24) hours of the receipt or publication of the E-Document if the Customer is unable to access the E-Document. The Bank will use its reasonable efforts to re-send to the Customer within twenty-four (24) hours of such notification a new email and E-Document which can be accessed by the Customer. Upon expiry of such additional period, the Customer shall be deemed to have received and accessed the E-Document, in the absence of any willful default or gross negligence by the Bank.

4. CREDIT CARD REPAYMENTS

- 4.1. All repayments for credit cards shall be due and payable on the due date as indicated on each E-Statement sent to the Customer via email. The Customer shall be fully responsible and liable for the prompt and complete payments due, irrespective of the receipt or non-receipt of the E-Statement, or failure to read the relevant payment notification in the E-Statement.
- 4.2. Terms governing repayments, and any defaults in repayment, shall be those Terms and Conditions included in the Credit Card Agreement signed by the Customer with the Bank.

5. CUSTOMER'S OBLIGATIONS

The Customer must use the Service responsibly. The Service must not be used for any fraudulent or illegal purpose; to interrupt or damage the Bank's services, including this Services; or to make them less efficient. The Service must not be used for the transmission of any defamatory, racist, blasphemous or obscene message. The Customer must not use the Service to cause inconvenience, offence or disruption to the Bank or any of its staff.

6. FORCE MAJEURE

The Bank shall not be liable for any failure to perform the obligations described in these Terms & Conditions due to events beyond its control, including but not limited to failure of the internet system. In such events, the Bank shall use its best efforts to restore the Service as soon as is reasonably possible.

7. SECURITY AND RESPONSIBILITY FOR CUSTOMER DATA

- 7.1. The Bank will take all reasonable care to ensure the security of account information conveyed through the Service. E-Documents will be security protected by means of a password or other authentication data issued to the Customer.
- 7.2. The Customer will take all reasonable care to ensure that their email address designated for the Service and their E-Document password is not accessed by any third party.
- 7.3. The Customer acknowledges the risk that data sent and received through the internet/by email, including any confidential information, may be accessed or seen by third parties.
- 7.4. The Customer understands and agrees that the storage of information, including without limitation, the email password, the E-Document password and any other authentication data needed to use the Service, the Bank account information, the transaction activity, the Bank account balances and any other information stored on the Customer's or any third party's personal computer and/or mobile device shall be stored at the Customer's risk and liability. The Bank shall not be responsible for any unauthorized access by or disclosure of such information to third parties.
- 7.5. The Customer releases and discharges the Bank, its shareholders, directors, officers, employees and representatives from, and waives any right that accrues to the Customer at law against the Bank, its shareholders, directors, officers, employees and representatives to, any damages suffered by the Customer, directly or indirectly, due to any unauthorized access by or disclosure of confidential information to third parties.

8. BREACH

Any breach of these Terms & Conditions by the Customer may, at the Bank's absolute discretion, result in the immediate withdrawal of this Service.

9. INDEMNITY

The Customer unconditionally and irrevocably undertakes to indemnify and hold harmless the Bank, its shareholders, directors, officers, employees and representatives against all losses, costs (including legal costs and expenses), damages or expenses arising, directly or indirectly, as a result of (a) generating, delivering and/or receiving the E-Document, (b) errors, delays in transmission or unauthorized alteration, usage or manipulation of the data contained in the E-Document or otherwise caused as a result of delivery of the E-Document or (c) unauthorized access by or disclosure of confidential information in the E-Document to third parties.

10. MODIFICATION AND TERMINATION OF THE SERVICE

The Bank reserves the right to modify this Service in any way at its absolute discretion. The Customer shall be notified in writing in the event of discontinuance of this Service where circumstances reasonably allow.

11. COPYRIGHT

All materials (including, without limitation, all designs, texts, graphics and their selection and arrangement) relating to the Service are the copyright of the Bank. No such materials may be copied or reproduced in any form whatsoever, whether physical, electronic or otherwise, without the Bank's express prior written consent.

12. FEES

The Bank currently does not charge a fee for the Service. However, the Bank reserves the right to impose any such fees in the future in line with the Bank's prevailing policies, including a fee for any paper copy of the E-Document requested by the Customer under Condition 15.1 below. Any such implementation of fees shall be notified to the Customer in advance.

13. ANTI-MONEY LAUNDERING

All facilities and services offered by the Bank are subject to all information requested being provided by the Customer in accordance with all applicable anti-money laundering regulations of the Central Bank of the United Arab Emirates and the Bank. If such information criteria are not met, the Bank is under no obligation to, and has the absolute right to refuse to, offer any facilities and services to the Customer.

14. ADVERTISING

The Bank may advertise any of its products and services through the Service.

15. MISCELLANEOUS

- 15.1. The Bank may, upon the request of the Customer, provide the Customer with a paper copy of any of the Customer's account E-Documents showing the information detailed above in Condition 2.3 to 2.6. The Bank may charge a fee for this service.
- 15.2. These Terms & Conditions shall apply in full and in addition to all other Terms and Conditions applicable to the Customer in connection with its services and facilities from the Bank. The provision of all services and facilities offered by the Bank is subject to the Customer's acceptance of all related Terms and Conditions. Non-acceptance or breach of the Terms & Conditions shall result in the immediate withdrawal of such services or facilities.
- 15.3. By completing the E-Document Service application process whether in a paper-based or electronic form, the Customer confirms that all information provided by them is true, accurate and up-to-date and the Customer has read, understood and agrees to be bound by these Terms & Conditions. The Bank may, at any time, request any additional information as reasonably necessary and the Customer shall promptly comply with any such requests.
- 15.4. The Bank expressly reserves the right to amend these Terms and Conditions from time to time without the customer prior consent, at its absolute discretion. Any such amendments shall be posted on the Bank's website. The Customer's continued use of the Service shall be deemed to be acceptance of these Terms & Conditions and any amendments made, unless written notice is sent by the Customer indicating otherwise, upon which the Service shall be immediately withdrawn from the Customer.
- 15.5. If, at any time, any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions shall in any way be affected or impaired by the same.

16. GOVERNING LAW AND JURISDICTION

The E-Document Service application process and these Terms and Conditions shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any dispute arising from these shall be subject to the exclusive jurisdiction of the Courts of the United Arab Emirates.