



The following Terms and Conditions ("Terms & Conditions") shall govern the provision of services for corporate internet banking ("Internet Banking"), corporate mobile banking ("Mobile Banking") and/or other online corporate banking (together "Online Banking") made available to any existing corporate customer (the "Customer") of United Arab Bank P.J.S.C. (the "Bank" or "UAB") through the Bank's systems and applications available from time to time.

Online Banking includes, without limitation, the request and receipt of information concerning any corporate customer bank account, card account and any loan or other banking facility product and account (the "Account" or "Accounts"); viewing Account balances and statements; downloading electronic Account statements where available; the issue of transaction instructions relating to the payment of utility bills, credit card bills, other third party bills, internal and external transfer of funds to or from any Account; card activation; cheque book request; top up and/or renewal of mobile phone credits and other similar programme; updating personal information; and such other transactions, functionality and features that the Bank may introduce under Online Banking from time to time.

The Terms & Conditions shall form an integral part of the Bank's corporate bank account opening general terms and conditions. Defined terms used in the Bank's corporate bank account opening general terms and conditions shall have the same meanings when used in these Terms & Conditions, unless the context otherwise requires. To the extent that there is any conflict between those corporate bank account opening general terms and conditions and these Terms & Conditions, these Terms & Conditions shall prevail.

1. ELIGIBILITY

1.1 Any Customer can apply for any one or all of Internet Banking, Mobile Banking and, if available, other Online Banking services by completing the relevant Online Banking 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 Online Banking is only made available to a Customer who meets the criteria for Online Banking as determined by UAB and as may be published on its website from time to time.

1.3 For security reasons and to ensure controlled and legitimate and lawful access to and use of Online Banking, in particular Mobile Banking, the Customer must have a mobile phone or other smart device whose number is duly registered with the Bank.

1.4 The Bank reserves the right to refuse to offer Online Banking to any Customer for any reason at its absolute discretion and without giving any reasons for such refusal.

2. CUSTOMER'S CONSENT

2.1 The Customer agrees that any use of any Online Banking services by the Customer establishes unequivocally the Customer's consent to these Terms & Conditions.

3. AVAILABILITY

3.1 The Bank will, on a best effort basis, make available Online Banking. However, availability is also dependent on third party service providers (including telecommunications providers) and may be interrupted from time to time by routine maintenance requirements, excess demands on the system and reasons beyond the control of the Bank, all or part of which may cause disruptions in the availability of the service.

3.2 The Bank may, at any time, suspend Online Banking or any facility available under it without any notice, where it is necessary or advisable to do so.

3.3 The Bank may, at any time, alter, amend or replace any procedure, system or service to maintain a particular level of encryption, security and confidentiality of Online Banking.

3.4 The Bank shall inform the Customer of any prolonged inaccessibility to, or unforeseeable but necessary termination of, Online Banking.

3.5 The Bank may restrict or cease the Customer's use of Online Banking at any time and for any reason upon notice to the Customer.

3.6 In using Online Banking, the Customer:

(a) must ensure that his/her computer, mobile phone or other smart device and any other related equipment used to access Online Banking is compatible with Online Banking and is free from any computer, mobile phone or other smart device viruses and must adequately protect such equipment by installing up-to-date security, anti-virus and other software;

(b) agrees that, if it accesses and uses Online Banking through a computer, mobile phone or other smart device which it does not own or otherwise is not legally registered in his/her name, it does so entirely at his/her risk;

(c) agrees that the internet is not a completely reliable means of communication and he/she communicates through such means entirely at his/ her own risk;

(d) irrevocably and unconditionally accepts liability for any and all Instructions without limitation;

(e) must check regularly his/her statements of Account(s) and promptly notify the Bank of any discrepancy; and

(f) must not interfere with or damage (or in any way attempt to) any data, software or security associated with Online Banking.

3.7 The Bank may suspend any Online Banking service without prior notice where the Bank considers it necessary or advisable to do so.

4. ACCESS

4.1 To access Online Banking, the Customer must enter (i) his/her secret personal identification number, which is generally comprised of a set of digits (the "UserID"); (ii) his/her unique password, which is generally comprised of a set of alpha-numeric characters (the "Password"); and (iii) if applicable, any other identification factor and/or authentication factor ("Other Authentication Factor") which the Bank's Online Banking system may require from time to time.

4.2 If the UserID, Password or Other Authentication Factor is not entered correctly after the maximum number of entries permitted by the Online Banking system, the Customer's Online Banking Account will be suspended, requiring the Customer to contact the Bank to confirm his/her identity and reactivate his/her Online Banking Account



البنك العربي المتحد
UNITED ARAB BANK

شروط وأحكام الخدمات البنكية على شبكة الإنترنت للشركات CORPORATE ONLINE BANKING TERMS AND CONDITIONS

4.3 See further under Condition 16 (Security Measures).

5. USERID, PASSWORD AND OTHER AUTHENTICATION FACTOR RESET

5.1 The Bank's Online Banking system may require a reset of the Customer's UserID, Password or Other Authentication Factor at any time by the Bank notifying the Customer.

5.2 The Customer may at any time change his/her UserID, Password or Other Authentication Factor as may be permitted within the functionality of the Online Banking platform or otherwise by contacting the Bank through any one of the Bank's electronic communication channels from time to time.

6. INSTRUCTIONS FROM CUSTOMER

6.1 Any instruction from the Customer which is either a request for information, a transaction instruction or another form of instruction (an "Instruction" and together "Instructions") shall, unless proven otherwise, be deemed to be validly, knowingly and genuinely sent by or on behalf of the Customer.

6.2 The Bank will be entitled to rely and act on Instructions without any further confirmation or verification from the Customer. No acknowledgement or receipt of Instructions shall be issued by the Bank and the Bank shall not verify Instructions.

6.3 The Customer authorises the Bank to act on all Instructions from the Customer through Online Banking and irrevocably and unconditionally accepts as binding all such Instructions.

6.4 In the case of a transaction Instruction, it is the Customer's responsibility to ensure that all details relating to the intended beneficiary's account are input correctly. The Bank is under no obligation to verify these details and cannot be held liable for any funds transferred to an incorrect beneficiary.

7. BILL PAYMENTS

7.1 The Customer must input all information required to effect any bill payment.

7.2 The Customer must ensure the correct information is input. Any erroneous bill payment to a third party arising out of incorrect information input by the Customer will be the responsibility and liability of the Customer.

7.3 The Customer confirms and agrees to waive any right it may have for holding the Bank responsible for any act or omission and any delay by the Bank due to reasons beyond its control in onward transmission of the funds to any third party which may result in disruption of that third party's service to the Customer.

8. EXECUTION OF INSTRUCTIONS BY BANK

8.1 Instructions are irrevocable and cannot be reversed without the Bank's prior approval.

8.2 Instructions will not be executed in the event there are un-cleared funds and/or insufficient funds standing to the credit of the relevant Account to cover such Instructions.

8.3 Any response to an Instruction from the Bank back to the Customer which contains Account information is retrieved from the Bank's systems in real time and is the most recent and up-to-date Account information as at the time of such response. Other information contained in a response to an Instruction may not be retrieved in real time but is the most recent and up-to-date information contained on the Bank's systems.

8.4 The Bank will endeavour to effect Instructions as soon as reasonably possible and on a best efforts basis. In the event that no special instructions are given in relation to an Instruction, the Bank may, at its discretion, either (i) execute the Instruction in the most suitable method, or (ii) refuse to execute the Instruction until receipt of special instructions.

8.5 Except in the event the Customer has notified the Bank of any special instructions, where the Customer has submitted multiple Instructions in relation to the same Account on the same day, the Bank will determine the priority in which the Bank gives effect to Instructions.

8.6 A transaction Instruction being effected is not always simultaneous with a transaction Instruction being given by the Customer. Certain transaction Instructions may take more time to process and/or may only be processed during a Business Day and during normal working hours.

8.7 The Bank will make reasonable efforts to modify, not process or delay processing any Instruction where requested by the Customer and, in doing, so the Bank will endeavour to notify the concerned office, agent or corresponding third party banks. The Bank may not accept, and will not be responsible for any refusal, failure or delay in effecting (i) the reversing of an Instruction issued through Online Banking; or (ii) an Instruction which is conditional or which requires the Bank to make payment to a third party earlier (or later) than the time the Bank require according to normal banking practices. Revocation or cancellation of an Instruction shall only be completed upon receipt of evidence satisfactory to the Bank that amounts have not been deducted from (or have been credited to) the Account(s).

8.8 The Bank may, at its sole discretion and without explanation, refuse to effect an Instruction (i) if the related transaction exceeds a particular value or other limit; (ii) if the Bank knows or suspects a breach of security; (iii) if the Bank has reason to believe the Instruction is issued for an illegal or fraudulent purpose or is contrary to its (or any third party bank's (as directed)) anti-money laundering policies.

8.9 An Instruction submitted through Online Banking will not be effected if the operations of Online Banking are suspended or terminated for any reason.

8.10 The Bank reserves the right to require the Customer to provide written confirmation or additional information in relation to an Instruction.

8.11 Instructions to transfer funds to an account held in a foreign country (i) are made through successive and corresponding third party banks and the Bank shall only be liable for initial transfer of funds from the Account(s), and not for onward transmission (or any error, delay or failure of the same) by corresponding banks and the Bank shall not be obliged to verify the onward transmission or completion of the transaction, and (ii) shall be completed in the currency of the country where the account is held irrespective of whether the Instruction was in an alternative currency, unless otherwise agreed by the beneficiary with the beneficiary bank.

8.12 In the absence of special instructions given in respect of an Instruction, the Bank may convert all foreign currency credits to the Account into the currency of the Account at its rate of exchange.



8.13 All transfer Instructions will be converted by the paying bank into local currency at its buying rate unless the payee has made special arrangements with the paying bank.

8.14 The Customer may not obtain the full value under a demand draft or manager's cheque or telegraphic transfer on account of exchange due to restrictions applicable in the country of payment or to the paying bank or charges and fees of the paying bank.

8.15 For any transaction Instruction, the Bank will debit the relevant Account with the relevant transaction amount together with all applicable fees and charges (whether its own fees and charges, or correspondent's fees or charges or other third party bank fees or charges).

8.16 No written advice or confirmation will be made or issued by the Bank for any transaction Instruction issued through Online Banking.

8.17 Executed transactions shall be recorded in a statement of Account issued by the Bank periodically or as provided to a Customer at his/her request.

9. EXECUTION CUT OFF TIMES

9.1 Instructions where the paying and receiving account are both held with the Bank will be effected immediately.

9.2 Instructions in foreign currencies or where the receiving account is not held with the Bank will only be effected up to the cut-off time applicable to the foreign currency and/or third party bank transaction on a Business Day. Instructions given after the cut-off time for a currency and/or third party bank transaction on a Business Day will only be executed on the next Business Day.

10. TRANSACTION INSTRUCTION LIMITS

10.1 Transaction Instructions shall be subject to daily limits as set out in the Customer's mandate or as per the Bank's prevailing policies, procedures and regulations from time to time.

10.2 The Bank will publish, from time to time and at its discretion, any generally applicable maximum aggregate daily limit per Customer for all external transfers and payments (both domestic and foreign) and any maximum daily limit per Customer for all internal transfers (including payments and transfers between customers' own accounts and third party accounts with the Bank).

11. RECORDS AND STATEMENTS

11.1 The Bank will not issue a printed advice or confirmation in relation to Instructions or the Account(s).

11.2 The Customer may check his/her Account(s) statements and all records of Instructions on Online Banking.

11.3 The Customer must check these statements and records regularly and advise the Bank immediately, and in any event within fifteen (15) days, in the event of any discrepancy or dispute. Any failure to notify the Bank within fifteen (15) days of any discrepancy or dispute will deem statements and records to be true and correct.

11.4 The Bank's records of any Instruction shall, in the absence of manifest error, be conclusive evidence of such Instruction and binding on the Customer.

12. PHONE BANKING AND INTERACTIVE VOICE RESPONSE (IVR)

12.1 The Bank may, at its discretion and from time to time, make its phone banking, registration and maintenance services ("Phone Banking") directly available for use by its Customers within its Online Banking platforms.

12.2 Interactive Voice Response (IVR) is the automated machine that the Customer interacts with when using Phone Banking and it responds to and will accept touchtone evidence Instructions.

12.3 The Customer shall be solely responsible for ensuring that his/her Phone Banking personal identification number ("Phone Banking PIN") and any other information that may be communicated to the Customer in this regard by the Bank is fully secured and is not disclosed to any unauthorised persons or third parties. The Customer's personal representatives, even if authorised by the Customer, are NOT authorised to receive details of his/her Phone Banking PIN. The Phone Banking PIN will only need to be used by the Customer and disclosed via a touch-tone telephone while using the IVR.

12.4 In the event of a stolen or lost debit card, when the Customer shall immediately notify the Bank to block his/her debit card access, access to IVR is not automatically blocked. However, in such circumstances, the Customer should also immediately give an Instruction to the Bank if access to IVR is required to be blocked. The Bank reserves the right to ask for written confirmation of such Instruction. The Customer understands and agrees that the Bank will not be liable for any misuse by another person in such an event and for failure of the Customer to instruct the Bank to block IVR access.

13. E-MESSAGES

13.1 The Bank may, at its discretion and from time to time, include a function within Online Banking to send and receive secure electronic messages ("E-Messages").

13.2 The Bank will aim to respond to all E-Messages sent by a Customer within two (2) Business Days. If this is not possible or the Bank is not willing to answer the Customer's query or comply with his/her request within this timescale or at all, the Bank will aim to inform the Customer of this within two (2) Business Days.

13.3 The Customer should not send E-Messages:

- (a) relating to matters for which there is a specific functionality available on Online Banking (e.g. to make a transfer or payment);
- (b) which require immediate attention;
- (c) which are requests of a transactional nature;
- (d) reporting the loss or theft of any cheque, card, computer, mobile phone or other smart device;
- (e) on behalf of a third party or in relation to any dealings with third parties; or
- (f) which are offensive, frivolous or other inappropriate, and failure to comply with the above may result in termination of the Customer's access to Online Banking.



البنك العربي المتحد
UNITED ARAB BANK

شروط وأحكام الخدمات البنكية على شبكة الإنترنت للشركات CORPORATE ONLINE BANKING TERMS AND CONDITIONS

13.4 The Bank may send the Customer E-Messages concerning any Account(s), product or service provided by the Bank, including Online Banking or any other service linked to Online Banking.

14. CUSTOMER'S OBLIGATIONS

14.1 The Customer is responsible to ensure that his/her ability to use Online Banking is permitted by the law applicable to him/her.

14.2 For any transaction Instructions, the Customer must ensure that there are sufficient funds or limits in the Account for the Bank to authorise and execute an Instruction. If for any reason the relevant Account is overdrawn, the Instruction will not be executed and the Customer shall be liable for any incidental charges

14.3 The Customer is responsible for payment of the applicable internet, mobile credit and other charges levied by his/her third party telecommunications service provider in relation to the use of his/her computer, mobile phone or other smart device in accordance with such third party's terms and conditions.

15. BANK'S RIGHTS

The Bank reserves the right to appoint any third party service provider to provide services supporting the availability of and accessibility to Online Banking.

16. SECURITY MEASURES

16.1 See also above under Condition 4 (Access).

16.2 When logging-on to Online Banking, the Customer will be in a 'secure' session indicated by the URL https://. In addition to this, the Bank uses Secure Sockets Layer (SSL) encryption technology to encrypt the Customer's personal information before it leaves the Customer's computer, mobile phone or other smart device.

16.3 The Bank may alter, amend or replace any or all procedures, forms or levels of encryption to ensure maintenance of security and confidentiality standards.

16.4 The Customer must keep his/her UserID, Password and Other Authentication Factor, all Account information, any information conveyed over Online Banking and any incidental information secure and confidential at all times, and take any steps required to prevent unauthorised access to and use of such information. The Customer must not disclose his/her UserID, Password or Other Authentication Factor or any Account or Online Banking information to any third party, including the Bank's staff.

16.5 In choosing any UserID, Password and Other Authentication Factor, the Customer is advised to avoid using details that may be obvious and easy to guess, such as birthdays and telephone numbers.

16.6 The Customer must comply with any additional security measures as may be notified by the Bank from time to time

16.7 The Customer must notify the Bank immediately if his/her computer, mobile phone or other smart device has been lost or stolen or if there has been a change or disconnection of the mobile phone or other smart device number which is linked to the Customer's use of the Online Banking service.

16.8 The Customer must notify the Bank immediately if his/her UserID, Password or Other Authentication Factor is lost or stolen or the Customer becomes aware or suspects another person knows his/her UserID, Password or Other Authentication Factor or has made use of Online Banking, whether or not authorised by the Customer.

16.9 The Customer may be required to assist the Bank and/or the police or other competent authorities in any enquiries relating to a breach of security of the Online Banking service. In connection with these enquiries, the Bank may disclose information concerning the Account(s) to the police or other competent authorities to prevent or recover losses.

16.10 For security reasons, the Customer is advised:

- (a) always to change his/her UserID (if permitted by the system), Password and Other Authentication Factor on a regular basis;
- (b) never to write down or otherwise record his/her UserID, Password and Other Authentication Factor in a way that can be understood by someone else;
- (c) never to record or store his/her UserID, Password and Other Authentication Factor together;
- (d) never to disclose his/her UserID, Password and Other Authentication Factor to any other person, including the Bank's staff;
- (e) never to select a UserID (if permitted by the system), Password or Other Authentication Factor which is easy to guess or which represents the Account holder's birth date, a recognisable part of the Account holder's name or any personal details which are easily accessible to third parties, such as the Account holder's mobile or other phone number;
- (f) never to record his/her UserID, Password and Other Authentication Factor on any software which saves it automatically;
- (g) never to access Online Banking from any computer connected to a local area network (LAN) or any public internet access device or access point or any mobile phone or other smart device, without first making sure that no one else will be able to observe or copy the Account holder's access or get access to Online Banking pretending to be the Account holder;
- (h) never to respond to emails asking for secure information, even if they appear to have been received from the Bank and, in particular, never to disclose the UserID, Password or Other Authentication Factor in any email or other writing to any person, including the Bank; and
- (i) once logged-on to Online Banking, never to leave his/her computer, mobile phone or other smart device unattended at any time and not to let anyone else use it until the Customer has properly logged-off. For security reasons and preservation of confidential information, if the Customer's computer, mobile phone or other smart device is logged-on but unused for a specific period of time as set by the system, the system will time-out and the Customer will be automatically logged-off Online Banking. To regain access, the Customer must log-on to Online Banking again.

16.11 Due to the open nature of the internet, over which the Bank has no control, the Bank cannot guarantee and nor does it warrant the complete



security of the Customer's Instructions, transactions and Account from hacking, unauthorised access, virus attacks and other deliberate attempts by third parties in breaching the latest security features which have been implemented.

16.12 Subject to these Terms & Conditions and without prejudice to its rights under the Terms & Conditions, the Bank will take all reasonably practicable steps to ensure that its systems used in connection with Online Banking are adequately secure and to manage and control the risks in operating its systems, including the installation of security features which are designed to keep all communication between the Bank and the Customer private and confidential, and taking into account relevant laws, regulations and good practices prevailing in the banking industry as applicable from time to time.

17. LIABILITY AND INDEMNITY

17.1 The UserID, Password and Other Authentication Factor are to be used by the authorised user Customer only and should not be disclosed to any third party and the Customer shall be liable for any resulting costs, losses or expenses incurred by the Customer and the Bank due to such disclosure.

17.2 The Customer will be solely liable for:

- (a) all costs, claims, actions, damages or losses suffered or incurred by the Customer accessing and using Online Banking or any linked platform;
- (b) for any Instructions given to the Bank;
- (c) all costs, claims, actions, damages or losses associated with reversal, revocation or cancellation of Instructions;
- (d) payment of utility bills (including any late payments);
- (e) erroneous payments to a third party in accordance with any Instruction;
- (f) all losses (including the amount of any transaction Instruction carried out without the Customer's authority) if the Customer has acted without reasonable care or fraudulently, so as to facilitate unauthorised transactions (for the avoidance of doubt acting without reasonable care shall be deemed to include failure to observe any of the Customer's security obligations referred to in these Terms & Conditions);
- (g) his/her reliance on information available on Online Banking;
- (h) any loss or damage to his/her data, software, computer, mobile phone, other smart device, telecommunications or other equipment caused by the Customer using Online Banking; and
- (i) any loss, damage or harm arising due to non-compatibility between the Bank's Online Banking systems and applications and his/her computer, mobile phone or other smart device, including any lack of security software on his/her part that could result in any loss, damage or harm to his/her computer, mobile phone or other smart device or Account(s).

17.3 The Customer will indemnify the Bank, its employees, agents, representatives and nominees on a full indemnity basis from and against all actions, claims, proceedings, demands, losses, damages, harms (including direct, indirect or consequential) costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which the Bank may incur or suffer by reason of:

- (a) his/her access to and/or use of Online Banking;
- (b) costs, losses or expenses incurred by the Bank pursuant to his/her input of incorrect, erroneous or fraudulent information in an Instruction;
- (c) his/her acting without reasonable care or fraudulently;
- (d) access to his/her Account(s) through Online Banking by third parties;
- (e) submission of Instructions; and
- (f) the Bank acting upon, delaying to act upon, or refraining from acting upon an Instruction and complying generally with its obligations or enforcing its rights under these Terms & Conditions.

18. BANK'S EXCLUDED LIABILITY

18.1 The Bank makes no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with Online Banking or the applications and platforms through which Online Banking is offered.

18.2 The Bank will not be liable for any losses due to the UserID, Password and Other Authentication Factor being used by any authorised or unauthorised persons.

18.3 The Bank will not be responsible if the Customer is unable to gain access to and/or use Online Banking or any services in respect of it due to reasons beyond its control, including without limitation, any computer, mobile phone, other smart device, telecommunication, electrical, technical or network failure, malfunction, maintenance, excess system demand or other non-availability.

18.4 The Bank shall not be liable for any incorrect information input by the Customer, or for the consequences, financial and otherwise, of any incorrect information input.

18.5 The Bank will not be liable for any costs, losses or damages of whatsoever nature, incurred by the Customer as a result of:

- (a) making Online Banking available;
- (b) acting on an Instruction validly submitted by the Customer (other than an Instruction received after the Bank has previously received notice of, and had a reasonable time to act on, a security or potential security breach, or a loss or change in mobile phone or other smart device);
- (c) failure to act upon an Instruction for any reason beyond the Bank's control;
- (d) Online Banking being totally or partially unavailable for any reason;
- (e) authorisation and execution of Instructions being delayed or not acted upon due to reasons beyond the Bank's control;



(f) partial, incomplete, late or failed transfer or bill payment to any nominated payee due to reasons beyond the Bank's control;

(g) access by a third party to information concerning a Customer's Account(s) (except where such access is obtained due to gross negligence, wilful default or fraud of the Bank and, in such case, the Bank will only be liable for direct loss or damage to the Customer which in the ordinary course of events might reasonably be expected to result from circumstances in question);

(h) enabling the Customer to link to a third party's website or platform, or the contents of any other website or platform, whether one from which the Customer may have been linked or to which the Customer may link, or any consequence of acting upon such contents of another website or platform; or

(i) any change, alteration, modification, addition or deletion to these Terms & Conditions, Online Banking or the Bank's services and systems of operation.

18.6 The Bank shall not be responsible for any delay in onward transmission of bill payment funds to any third party which may result in disruption of that third party's service due to reasons beyond its control.

18.7 Any information provided by the Bank through Online Banking, such as Account information, is believed to be accurate and reliable when presented. However, the Bank cannot and does not guarantee the validity and correctness of such information.

18.8 The Bank shall not be liable for any reliance by the Customer on any information provided through Online Banking. The Customer relies on any such information at his/her own risk.

18.9 The Bank shall not be liable for any losses, costs, claims or damages of whatsoever nature, whether direct, indirect or consequential, suffered or incurred by the Customer as a result of:

(a) Online Banking or any other service linked to it being totally or partly unavailable for any reason including but not limited to any period of essential maintenance, critical change, repairs, alteration to or failure of systems or operations;

(b) acting on, failing or delaying to act on or processing, any Instruction except to the extent caused by its gross negligence or wilful misconduct and its liability shall be limited to the payment of interest (in the case of delay, for the period of the delay);

(c) acts, failures, delays or omissions of third party banks;

(d) corrupt data being sent through Online Banking;

(e) any act, error, omission, failure or delay by any third party in relation to any account held by the Customer or an Instruction or transaction;

(f) computer, mobile phone or other smart device virus or line or system failure; or

(g) the failure of any machine, data processing system or transmission link.

19. BANK CHARGES

19.1 From time to time the Bank may, or may not, at its discretion charge a fee for the use of Online Banking, the cost and implementation of which shall be notified in advance to Customers in writing or otherwise through any one of the Bank's communication channels, such as its website.

19.2 Any applicable fees and charges will be directly debited to the relevant Account.

19.3 Fees and charges directly related to a transaction the subject of an Instruction will be debited to the relevant Account at the time of execution of the transaction.

20. TERMINATION

20.1 The Customer may cease use of Online Banking at any time upon written notice to the Bank.

20.2 The Bank may restrict or terminate Online Banking.

20.3 The Bank may terminate Online Banking in the event that _____ the Customer:

(a) fails to comply with these Terms & Conditions;

(b) fails to make any payment due in accordance with the Account, any financing facilities provided to the Customer by the Bank and these Terms & Conditions;

(c) engages in any illegal activity;

(d) is convicted of an offence under the laws of the United Arab Emirates;

(e) ceases to be employed by his present employer;

(f) has an expulsion or deportation order issued against him/her; or

(g) files for bankruptcy.

20.4 The Bank shall use reasonable endeavours to notify the Customer of any termination.

20.5 Termination of the Account relationship will result in immediate and automatic termination of Online Banking.

20.6 Termination of Online Banking shall not affect completion of any Instruction submitted prior to the effective date of termination of the Customer's use of Online Banking.

20.7 Termination of Online Banking shall not affect the accrued rights and liabilities of the Customer prior to any such termination.

21. 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



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UNITED ARAB BANK

شروط وأحكام الخدمات البنكية على شبكة الإنترنت للشركات CORPORATE ONLINE BANKING TERMS AND CONDITIONS

under no obligation to, and has the absolute right to refuse to, offer any facilities and services to the Customer.

22. INTELLECTUAL PROPERTY RIGHTS

22.1 Online Banking is the property of the Bank and the Bank retains all its intellectual property rights in any software and documentation relating to Online Banking, including any subsequent amendments, modifications or introductions.

22.2 Any trademarks including logos, trading names, service names, colour schemes, slogans and taglines displayed in respect of Online Banking are owned by or licensed to the Bank. Nothing contained in Online Banking should be construed as granting any licence or right to use any such trademarks without the prior written consent of the Bank.

22.3 The Customer acknowledges and agrees:

- (a) that the Bank is granting the Customer a non-exclusive, non-transferable, temporary licence to use Online Banking and this permission is restricted to authorised legitimate use of the service;
- (b) not to use property of the Bank except in connection with accessing and using Online Banking;
- (c) not to make copies, sell, assign, commercially rent, sub-licence or otherwise transfer property of the Bank to any third person; and
- (d) not to attempt to decompose, reverse or tamper with the system or software related to Online Banking.

23. MISCELLANEOUS

23.1 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.

23.2 By completing the Online Banking 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 application process is an integral part of 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.

23.3 The Bank expressly reserves the right from time to time, at its absolute discretion, to amend these Terms & Conditions and modify any information issued about Online Banking and any platform through which the Customer accesses Online Banking. The Bank may also from time to time introduce, modify or delete facilities or services within Online Banking. The introduction of new facilities or services may be subject to the Customer's acceptance of additional terms and conditions. Any such amendments, modifications and introductions shall be posted on the Bank's website in such a manner as the Bank considers appropriate. The Customer must periodically review these Terms & Conditions and information issued about Online Banking to inform itself about any such amendments, modifications and introductions. The Customer's continued use of Online Banking shall be deemed to be acceptance of these Terms & Conditions and any amendments, modifications and introductions made, unless written notice is sent by the Customer indicating otherwise, upon which Online Banking shall be immediately withdrawn from the Customer.

23.4 If, at any time, any provision of these Terms & 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.

23.5 Online Banking should be used in good faith and in accordance with these Terms & Conditions.

23.6 Online Banking should not be abused and should not be used to commit any kind of fraud or illegality.

23.7 Any breach of these Terms & Conditions by the Customer may, at the Bank's absolute discretion, result in the immediate cancellation of Online Banking.

23.8 Any information given by the Customer will be deemed to be correct and the Bank will be entitled to rely on it, without any obligation, to verify such information for security, administration or any other purposes. Such information will, upon submission, become the Bank's property.

23.9 The Bank may:

- (a) change the mode of operation;
- (b) add or remove or otherwise change the Online Banking services provided under any of its Online Banking platforms; and
- (c) close down temporarily or permanently Online Banking.

23.10 The Online Banking platforms are not intended for distribution to, or use by, any person or entity in any other jurisdiction or country where such distribution or use would be contrary to local laws or regulations.

23.11 Notwithstanding anything to the contrary in these Terms & Conditions, the Bank shall at all times be obliged to comply with all rules and regulations of any applicable governing authority, including but not limited to the UAE Central Bank.

24. LANGUAGE

The Online Banking application process and these Terms & Conditions are available in Arabic and English. In the event of any discrepancy between the two texts which results in a legal dispute, the Arabic language translation shall prevail.

25. GOVERNING LAW AND JURISDICTION

The Online Banking application process and these Terms & 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.