

Mobile Banking General Terms and Conditions

These Terms and Conditions form the basis of the contract between the Bank and the Subscriber as regards the use by the Subscriber of the Bank's mobile banking delivery channel.

1. Definitions

“**Accounts**” means the account or accounts of the Subscriber with the Bank which shall be accessible and operated by the Subscriber through, inter alia, the Service;

“**Agreement**” shall mean the Terms and Conditions contained herein;

“**Bank**” shall include the Head Office or any other FGB branded branch including its successors and assigns;

“**Financial Transactions**” mean all functionalities which involve financial approval;

“**Functionalities**” mean all Financial and Non-Financial Transactions available on the Service;

“**Non Financial Transactions**” means all the functionalities which do not involve any financial approval such as enquiry, initiation of requests for statement download etc.

“**Password**” means the secret alphanumeric code set and maintained by each Subscriber, which together with the User ID allows a Subscriber to access the Service;

“**Registration**” means the process whereby the Subscriber logs on the first time to the registration site using an activation code and when prompted selects and sets a Password of the Subscriber's choice. This process will change the Subscriber's status to Active and allow the Subscriber to log-in to the Service;

“**Schedule of Charges**” means the Bank's charges and fees for making the Services available to the Subscriber

“**Service**” means all or any of the Functionalities on the mobile banking delivery channel provided by the bank through its downloadable mobile application (the features and functionality of which may be varied by the Bank from time to time) that allow the Subscriber to enquire, view and conduct transactions on Accounts following Registration and is in addition to and in conjunction with any other normal banking delivery channel such as Branch Banking, IVR, ATM, etc.;

“**FGB Mobile**” is the brand name of the mobile banking delivery channel launched by the bank;

“**Software**” means the software application (and any improvements to it) to be downloaded and installed by the Subscriber in order to access the Service, as may be designated for use by the Bank from time to time;

“**Subscriber**” means an intended or existing user of the Service;

“**User ID**” means the valid card number/customer id provided or issued by the Bank. It allows an authorized Subscriber to access the Service when used in conjunction with the Password.

2. The Service

2.1 Use of the Service is permitted only for customers of the Bank who maintain accounts or credit cards with the Bank in the United Arab Emirates and is dependent upon the Bank, at its discretion, allowing access to the Subscriber. The Bank reserves the right to require further documentation prior to allowing such access.

2.2 The Subscriber recognises that:

- (a) the Services are provided by the Bank at the Subscriber’s risk and responsibility and, without prejudice to other terms and conditions which may be applicable to the Service and the Subscriber are subject to the terms of this Agreement;
- (b) where the Service is made available linked to an Account in two or more names with the Bank, irrespective of whether the mode of operation of such Account is joint or single, the Service may be accessed by one Subscriber acting alone;
- (c) the Service is currently only available for customers having Emirates Telecommunications Company (Etisalat) and Emirates Integrated Telecommunications Company (DU) mobile numbers
- (d) he/she must inform the Bank in writing if the Subscriber wishes to terminate access to and use of the Service.

2.3 Upon access to the Service being permitted to the Subscriber through the Registration processes, The Subscriber has full access to all Functionalities comprised therein and, for the purpose of his/her own use and records only, may (a) download and store data on the mobile device and (b) print hard copies of certain records.

2.4 The Bank shall have the right to appoint any telephone service provider or intermediary to provide a part or the whole of the Services and the fees payable to such telephone service provider or intermediary shall be borne by the Subscriber as set out in the Schedule of Charges or as made available by the telephone service provider or intermediary from time to time.

3. Transactions

3.1 The Subscriber:

- (a) irrevocably authorises the Bank to accept and act upon instructions for Financial and Non-Financial Transactions given to the Bank and the Subscriber will be bound by such instructions. The Bank shall not be bound by or obliged to take any action on any instruction which does not properly comply with the Bank's procedures and the Bank may reject such non-compliant instruction;
- (b) agrees that all instructions transmitted from the Subscriber's mobile phone number or otherwise issued by him/her, though in electronic form, are written documents, and agrees not to dispute or challenge the validity or enforceability of any instruction on the grounds that it is not a written document and hereby waives any such right the Subscriber may have at law. In addition, such instructions are considered original documents and the Subscriber agrees not to challenge the admissibility of any instruction on the grounds that it is made in electronic form;
- (c) shall be liable for all monies due and liabilities incurred arising from instructions given by him, in accordance with the Schedule of Charges;
- (d) accepts that the payment request submitted to the Bank cannot be treated as evidence of the Bank having paid or agreed to pay the sum so requested;
- (e) accepts that the cut-off time for a business day is the same as the Banks normal business timings in the UAE from Saturday to Thursday. All requests received after the cut-off time or on a Bank holiday will be deemed to have been received on the following business day;
- (f) agrees that the Bank shall in no circumstances be liable for any loss or damage arising from payment requests submitted to the Bank where the time of receipt of such requests by the Bank does not fall during the normal business timings of the Bank;
- (g) accepts that any transaction will be completed as and when the process is successfully concluded, provided all other requirements are met;
- (h) shall ensure sufficient drawing powers in any Account before making transfers. If for any reason an Account is overdrawn by use of the Service, the Subscriber shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other account(s) and payment of relevant charges, as determined solely by the Bank;
- (i) acknowledges all debits arising from the use of the Service and considers that the Banks books, entries and registers shall be final and conclusive evidence of the correctness of any transaction; and
- (j) acknowledges that the Service is dependent on the infrastructure, connectivity and services provided by the telephone service providers and

the intermediaries engaged by the the Bank. The Subscriber accepts that timeliness, accuracy and readability of SMS/alerts/instructions/information shall depend on factors affecting the telephone service providers and intermediaries. The Bank shall not be liable for non-delivery or delayed delivery of SMS/alerts/instructions/information, payments, error, loss or distortion in transmission of Information and Instructions to/from the Subscriber. The Subscriber further acknowledges that none of the telephone service providers and the intermediaries engaged by the Bank are the Bank's agents or representatives and there is no cooperation, partnership, joint venture or other relationship between the Bank and any of them.

3.2 The Bank:

- (a) will not act on any instructions via public e-mail nor will the Bank or the Subscriber transmit to the other any information of a sensitive nature via public e-mail. In the event that public e-mail system is used by the Subscriber the Bank shall in no circumstances be liable for any loss or damage arising from such use;
- (b) shall not be responsible for any payments to any third party arising out of erroneous input by the Subscriber;
- (c) reserves the right to limit the amount and frequency of payments that a Subscriber may make by using the Service, upon providing a maximum of three days notice to the Subscriber. The Bank further reserves the right to alter/amend/modify the limits as imposed upon providing a maximum of three days notice to the Subscriber; and
- (d) shall not be obliged to provide the Service or any part of it at all times or during any particular hours and may withdraw, suspend or restrict the Service temporarily. Certain Functionalities are not available through the Service and may not be in the future. In addition, certain Functionalities which are currently available through the Service may be discontinued.

3.3 The Service will be available to the Subscriber only if the Subscriber is within the cellular circles of the telephone service providers or in the circles forming part of the roaming network of such telephone service providers.

4. Security

4.1 The Bank undertakes to use reasonable care that the Password does not become known to any of the Bank's employees or agents. It is the responsibility of the Subscriber to set the Password at inception and to change it as and when required in order to secure confidentiality and security of the Password.

4.2 The Subscriber undertakes not to disclose his/her Password to any other person or allow any person access to its mobile device in such a manner that the person may

access the Service, whether with or without the Subscribers consent. The Subscriber is entirely responsible for ensuring that the Password is kept secret and the mobile device is not used by any one else for any fraudulent purpose. In the event of the Password becoming known to someone other than the Subscriber, that person may be treated by the Bank as an authorised user and the Bank shall not be responsible for any loss or damage which may occur as a result of the Password becoming known to others. If the Subscriber knows or suspects that someone else has learned his/her Password or the Subscriber loses, replaces or parts with possession or control of his/her mobile device (or has reason to believe that someone may access his/her Accounts using the Service), the Subscriber shall inform the Bank immediately by calling the 24 hour FGBCall Centre and instruct the Bank to block the Service (the “Notification”).

- 4.3 Until and unless the Subscriber provides the Notification to the Bank, all instructions received by the Bank which are associated with the Subscriber’s mobile number shall be deemed to have come from the Subscriber and the Bank shall be entitled to rely on such instructions, whether they actually originated from the Subscriber or not. In addition, the Bank shall not be liable for any loss or claim resulting from the relaying of any information pursuant to the Service to the designated mobile phone number prior to receipt of the Notification. Following receipt of the Notification, the Subscriber shall have no further liability provided that he/she has acted in good faith and all reasonable care and diligence in safeguarding the designated mobile phone number and in promptly reporting its loss or theft to the Bank. The Subscriber acknowledges that the Bank may not be able to reverse or annul any transactions executed based on instructions received prior to the Subscriber’s notice to the Bank.
- 4.4 The Subscriber agrees and undertakes to treat the access rights, documentation or any other information related to the Service, as strictly private and confidential at all times. However, the Subscriber acknowledges that the Bank may have to send information related to the Accounts to a telephone service provider or intermediary appointed by the Bank if the Bank deems that such information is necessary to provide the Service to the Subscriber.
- 4.5 All technology based devices and methods of electronic authentication for the security and integrity of electronic data and electronic communications transmission and identification of the sender may be subject to change, at the sole discretion of the Bank. The Bank is not obliged to give prior notification to the Subscriber for any technological change.

5. Charges for the Service

The Bank reserves the right to debit the Subscribers Account with charges applicable for transactions undertaken by use of the Service. Such charges shall be as per the Schedule of Charges. For the avoidance of doubt, the Subscriber shall be responsible for the payment of charges levied by a telephone service provider or intermediary with respect to

sending or receiving of SMS/alerts/instructions/information or for airtime associated with the Service.

6. Subscriber Information

6.1 The Subscriber shall inform the Bank immediately in writing of any changes to its details as submitted on any document pertaining to the FGB Mobile Service including the details of its designated mobile phone number and the telecommunications company providing or servicing it. The Subscriber shall also provide any additional information required by the Bank from time to time for the purpose of making the Service available to the Subscriber.

6.2 The Subscriber irrevocably authorises the Bank to (a) disclose or share any information details or data (at the Bank's discretion and for any purpose whatsoever) about the Subscriber to Bank personnel, any other member or associate member of the Bank, (b) store such details or data at various locations and (c) transfer or subcontract the provision of any part of the Service provided to the Subscriber by the Bank to any member of the Bank or any third party in any territory.

7. Mobile Device

The Subscriber is solely responsible for ensuring that the mobile device and other equipment with which the Subscriber or any authorised user accesses and uses the Service are suitable for such use and are functioning properly (including at any time providing sufficient storage for downloading data to disc or paper for printouts). The Bank accepts no liability if the Subscriber suffers any loss or damage because an item of the Subscriber's equipment is unsuitable or not functioning properly.

8. Communication

8.1 The Bank may record and shall keep record of the Subscriber's electronic or other written communications for as long as the Bank considers appropriate.

8.2 Communications sent by means of the Service, which is accessed by the User ID and Password, shall be treated as satisfying any legal requirement that a communication should be signed and in writing.

8.3 Communications sent by means of the Service shall be deemed to be delivered upon receipt.

9. Combining and Consolidating Accounts

The Bank may, at its absolute discretion, at any time and without giving prior notice to the Subscriber, combine or consolidate all or any of the Subscriber's Account(s) in or towards the satisfaction of any liabilities to the Bank.

10. Alterations to Service

The Bank reserves the right to alter any of its procedures concerning access to and use of the Service together with alterations in relation to these Terms and Conditions and the Schedule of Charges. In such circumstances the Bank will notify the Subscriber of changes to the Service.

11. Events of Default

The Bank may, without assuming any liability or responsibility, terminate or suspend access to the Service or parts of it with immediate effect and without giving prior notice to the Subscriber:

11.1 if the Subscriber ceases to maintain an Account or credit cards with the Bank in the United Arab Emirates;

11.2 if the Subscriber's relationship with the Bank or any other banking activity has terminated;

11.3 if the Subscriber notifies the Bank of changes in the status of the Subscriber which are unacceptable to the Bank;

11.4 if the Subscriber breaches this Agreement; or

11.5 if the fees and charges applicable for transactions undertaken by use of the Service remain unpaid for two consecutive months.

12. Intellectual Property

Copyright in the information provided, and Software licensed, to the Subscriber is owned by the Bank. The Subscriber may use this information for its own personal reference only. The Subscriber may reproduce this information in hard copy solely for its own personal use. The information may not otherwise be reproduced and must not be distributed or transmitted to any other person or incorporated in any way into another document or other material.

The Subscriber acknowledges and agrees that the Bank owns all right, title and interest in the FGB Mobile brand name, and nothing in this Agreement confers in the Subscriber any right of ownership in the FGB Mobile brand name.

13. Software

The Bank hereby grants to the Subscriber a non-exclusive, non-transferable right to use the Software, based upon and subject always to the Subscriber's agreement to the following conditions:

13.1 The Subscriber must not use the Software for any purpose other than to use the Service in accordance with this Agreement;

13.2 The Subscriber must not download or install the Software into a mobile phone which it does not own or have exclusive control over;

- 13.3 The Subscriber will not permit or enable any person to access the Software, or leave its mobile phone unattended in such a manner as to enable a person to access the Software;
- 13.4 The Subscriber must not reproduce, modify or reverse engineer the Software or permit another person to do so;
- 13.5 The Subscriber will not permit any person to access any of its Password or activation codes or otherwise enable him/her to download a copy of the Software; and
- 13.6 The Software is made available to the Subscriber strictly on an "as is" basis, and no warranty is made in relation to the Software, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition, the Subscriber agrees that the Bank cannot ensure that the Software will be compatible or may be used in conjunction with any mobile phone, and the Subscriber agrees that it will not hold the Bank liable for any such incompatibility or for any loss or damage to any mobile phone which may be caused by the Software or the installation process.

14. Liability

14.1 With the exception of gross negligence and/or wilful misconduct committed by the Bank, the Subscriber shall be responsible for any damage or loss incurred by the Subscriber or by the Bank arising directly or indirectly from the Service (whether such damage or loss is, inter alia, caused by the disclosure of confidential information or to the Subscriber's data, designated mobile phone number, telecommunications equipment or other equipment) and the Subscriber is fully liable to indemnify and compensate the Bank, their officers, directors, employees, agents against all claims, demands, liabilities, losses, damages, costs and expenses, howsoever caused, resulting from the use of the Service or the Subscriber's breach of this Agreement.

14.2 The Bank does not accept any responsibility or liability for enabling the Subscriber to link to another web-site, or the contents of any other site, whether one from which the Subscriber may have been linked or to which the Subscriber may link from the web-site, or any consequence of acting upon the contents of another web-site.

15. Force Majeure

The Bank shall not be liable for any delay or failure of the FGB Mobile Service arising from any cause or causes beyond its control, including (without limitation) an act of God, act of government or regulatory authority, war, fire, flood, explosion, terrorism, riot or civil commotion, or non-availability, non-functioning or malfunctioning, computer

viruses, interruption or disruption of utilities, internet service provider(s), or broadcast, telecommunications or other network systems or services.

16. Waiver

No forbearance, delay or indulgence by the Bank in enforcing the provision of this Agreement shall prejudice or restrict the rights of the Bank nor shall any waiver of its rights in relation to a breach of this Agreement operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to the Bank under this Agreement is exclusive of any other right, power or remedy available to the Bank and each such right, power or remedy shall be cumulative.

17. Severability

If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining provisions of this Agreement.

18. Governing Law

The validity, construction and performance of this Agreement shall be governed by and be interpreted in accordance with the laws of the UAE. The UAE courts shall have jurisdiction over any dispute arising out of or connected with this Agreement. Nothing in this Agreement shall limit the right of the Bank to commence any legal action in any other jurisdiction.

The Subscriber confirms having read, understood and accepted the above terms and conditions in acknowledgement of which he/she has executed this Agreement.

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