

## Terms and Conditions

## الشروط و الأحكام

### 1. Definitions

- 1.1 Accounts: Account(s), Loan & Finances, Credit Card(s), Investment(s) & Deposits of the Customer with the Bank.
- 1.2 Business Day: A day on which the Bank is open for business in Dubai.
- 1.3 Administrator: Person(s) authorised by the Customer to allow access to Online & Mobile Banking to conduct financial and nonfinancial transaction. The administrator may or may not be part of the authorised signatory(s) or power of attorney nominated to operate the account.
- 1.4 Financial User: Person(s) appointed by the Customer to conduct financial transactions that may or may not be part of the authorised signatory(s) or power of attorney nominated to operate the account.
- 1.5 Non-Financial User: Person(s) appointed by the Customer to conduct non-financial transactions (such as Statement Download, Cheque Book request, etc) that may or may not be part of the authorised signatory(s) or power of attorney nominated to operate the account.
- 1.6 Authoriser: Person(s) appointed by the Customer to authorise Financial and Non-Financial transactions. The Authoriser can be an Authorised Signatory, Power of Attorney or an Administrator appointed by the customer to conduct transactions on the Customer's Account.
- 1.7 Services: Financial and non-financial services provided under this Terms and Conditions.
- 1.8 Password: Means any confidential password, phrase, code or number, memorable data, or any other identification of any kind either issued by the Bank to the Customer or sent by the Bank to the registered mobile number of the customer

### 2. Access and Use of the Service

- 2.1 The Bank has agreed to provide the Customer access to Online & Mobile Banking and use of the services in accordance with this Terms and Conditions.
- 2.2 The Services of Online & Mobile Banking provided by the Bank under this Terms and Conditions shall consist of:
  - a) Financial Services: services which include instructions given or changes advised which if accepted by the Bank, have or may have an impact on the operation and/or balances of the Customer's Account(s), Loan(s), Finance(s) or Credit Card(s); and/or
  - b) Non-Financial Services: services which include making enquiries, initiating requests to download statements, cheque book request and other activities not covered by Financial Services.
- 2.3 The Customer is solely responsible for ensuring that the computer and other equipment with which the Non-Financial User/Financial User accesses and uses the services is suitable for such use and it's functioning properly. The Bank accepts no liability if the Customer incurs any loss or damage because an item of the Customer's equipment is unsuitable for the services or not functioning properly.
- 2.4 The Customer may at any time restrict and/or cancel access to or use of the services by a Non-Financial User/Financial User in whichever manner it deems necessary and shall inform the Bank of such restriction and/or cancellation as soon as practically possible and shall obtain the Bank's acknowledgment of receipt of such information.
- 2.5 The Customer shall be liable for all actions taken by the Non-Financial User and/or the Financial User and/or Administrator under this Terms and Conditions.
- 2.6 BMUAE One Time Password & Password:
  - a) All Online users will be provided with a separate Login ID and Password in order to access and use Online & Mobile Banking Services. The Authoriser shall additionally be provided with a One Time Password on the registered mobile number of Online & Mobile Banking to authorise the transaction. Or it will be provided with the ability to create a special secret number to authorize transactions, in accordance with the instructions of the Central Bank of the United Arab Emirates in this regard.
  - b) The Bank hereby grants the Customer and each Authoriser a non-exclusive, nontransferable license to use BMUAE Online or One Time Password to authorise a transaction.
  - c) The Customer is required to notify the Bank immediately if the registered mobile number fails to function correctly and the Bank shall have no liability for breach of access to the registered mobile number.
  - d) If for any reason, the Bank is held responsible or found responsible/liable, for acting under the email instruction from the Customer, by any third party, the Customer agrees and undertakes to protect, defend, hold harmless, indemnify and keep the Bank and/ or its Representatives fully indemnified from and against any and all claims, losses, damages, liabilities, obligations, demands, penalties, actions, causes of action, proceedings, judgment suits, cost and expenses of any kind and nature whatsoever and howsoever arising which are imposed or that maybe imposed, incurred, asserted or suffered as a result of or arising directly or indirectly out of the Bank's relying upon and acting in compliance with the Customer's email instruction.
  - e) The Customer is solely responsible for ensuring that the computer, mobile device and mobile SIM, and other equipment and the software with which any User accesses and uses the Services is suitable for such use and is functioning properly. The Bank accepts no liability if the Customer suffers any loss or damage because an item of the Customer's equipment or the Software is unsuitable for the Services, not updated or not functioning properly.

### 3. Instructions

- 3.1 The Customer irrevocably authorises the Bank to accept and act upon instructions given to the Bank by the Financial User or Administrator.
- 3.2 The Customer undertakes and shall procure that the Administrators/Non-Financial User/Financial User undertakes, to be bound by instructions given by the Bank regarding security procedures.
- 3.3 The customer may conduct transactions at all hours. Exceptions may apply hereto, but the Customer will be advised in respect hereof at the time of conducting the transactions.
- 3.4 All transactions shall be conducted subject to the availability of adequate funds in the Account.
- 3.5 The Bank may keep records of electronic or other written instructions received in respect of the services for as long as the Bank considers appropriate.
- 3.6 The Bank may not act on any instruction via public e-mail nor via the Online & Mobile Banking mail facility. The Bank shall not be liable for any loss or damage arising from the use of public e-mail by the Customer.
- 3.7 The Bank reserves the right to debit the Customer's Account(s) with the charges for the services as agreed upon between the Customer and the Bank from time to time.
- 3.8 The Bank's books and records shall be final and conclusive evidence of the correctness of any transaction or Account.
- 3.9 In case Customer gives instruction to close the Account(s) with BMUAE or gives instructions to add and/or remove a signatory(s) then the customer is required to provide a separate instruction to amend the Online & Mobile Banking access accordingly.
- 3.10 The Customer shall be solely responsible for establishing, adding or modifying beneficiary details via the Service. The Bank will not be liable for non-payment, any failure to identify the beneficiary or delay in payment to the beneficiary at the receiving destination as a result of error of beneficiary details submitted by the Customer or the service user.
- 3.11 The transactions executed by the users that were not endorsed by the Customer through the reviewers and authorisers to pass them to the Bank will be automatically cancelled on the internet banking system.
- 3.12 In the event of cancelling the subscription to the internet banking service, all previous requests by the Customer that preceded the date and time of receiving the cancellation request by the Bank will be valid and enforceable as well as the transactions performed during or after submitting the cancellation request and until the deactivation of the service for two (2) working days maximum.
- 3.13 The Bank has the right to add any new services or modify existing ones, and the Customer is to be notified at once with the terms and conditions regulating their use through any of the media platforms, including the announcements that take place in the Bank branches. In addition, the Bank may cancel some of the services or modify them without the need for the Customer's prior approval and without notice to the Customer.
- 3.14 The Bank begins to execute the Customer's requests that are requested through the electronic services at the official working hours of the Bank on the same day, and the Customer is to be notified as soon as they are completed in the way that the Bank deems appropriate, while the requests that are requested after the official working hours will be processed on the next working day after fulfilling the conditions for implementation.
- 3.15 The Bank reserves the absolute right to refuse to carry out any transaction(s) made through online & mobile banking service without justifications.
- 3.16 The service is available all days of the week, and in case of maintenance or service cutout, the Bank will notify the Customer through one of the means the Bank deems convenient.
- 3.17 The Bank is not responsible for the confiscation or freezing of any financial amounts transferred out of the Bank through internet banking.
- 3.18 When opening new bank accounts, such accounts will be accessible to all authorised users for conducting transactions. The Bank shall not be held responsible for any actions or transactions performed by the Customer's users through these accounts.
- 3.19 The Customer has the right to initiate a future dated transaction which will be deemed effective on its specified date regardless of any circumstances, except if the transaction is modified or cancelled prior to that due date.
- 3.20 In the event of any change of any of the authorities and warrants of the internet banking system users, the user must log out of the system for their authorities and warrants to be updated.
- 3.21 The Bank has the right to change the maximum daily cap or transaction limits that occur through the internet banking service to transfer money, and the Bank is obliged to notify the Customer in whatever way it deems appropriate.

#### 4. Security

- 4.1 The Customer undertakes to procure the Non-Financial User/Financial User to treat the access rights, documentation or any other information related to the services, and/or security procedures that the Bank may choose to adopt, as strictly confidential.
- 4.2 If access rights, documentation or other information related to the services, and/or security procedures that the Bank may choose to adopt are disclosed to any person other than a Non-Financial User/Financial User, that person may be treated by the Bank as an authorised Non-Financial User/Financial User of the Customer.
- 4.3 If the Customer and/or Non-Financial User/Financial User knows or suspects that someone else has learned such access rights, documentation or other information related to the services, and/or any other security procedure that the Bank may choose to adopt, the Customer shall immediately inform the Bank in writing and obtain the Bank's acknowledgement of receipt hereof.
- 4.4 The Customer undertakes to limit access to the Services to properly authorised persons through the use of security procedures advised by the Bank.
- 4.5 All technology-based devices and method 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.

#### 5. Procedures regarding delivery of Services

- 5.1 The Bank shall be entitled to alter, amend or replace any or all of the security procedures, forms or level of encryption used by the Bank to protect the confidentiality of information provided through Online & Mobile Banking, and all other matters related to or in connection with the delivery or use of the services by the Bank.
- 5.2 In the event of such alternation or amendment, the Bank will inform the Customer of the amended or altered procedure to be complied with by the Customer to facilitate the delivery and use of the services under such amended or altered procedure by the Bank to the Customer.
- 5.3 The Customer undertakes or shall procure the Non-Financial User/Financial User to undertake, to be bound by any and all instructions given by the Bank regarding amendment to an alteration of the procedures regarding delivery and use of the Services under this Terms and Conditions.

#### 6. Privacy Policy:

- 6.1 The Bank recognises the importance of protecting personal information and any and all other information supplied by the Customer to the Bank under this Terms and Conditions (the "Confidential Information") and undertakes to follow and comply with its internal operating procedures designed to prevent misuse of Confidential Information.
- 6.2 The Customer acknowledges that the Bank can share the Customer's information with any third party as long as such Information remains confidential or is not otherwise generally in the public domain except as required by law.
- 6.3 The Customer represents and warrants that any Customer's information, including any information relating to an identifiable or identified natural person, such as the Customer's employees ("Personal Information") is accurate, up to date and relevant when disclosed to the Bank.
- 6.4 The Customer will comply with all applicable data protection and data privacy laws, and all applicable laws concerning the processing of data relating to living persons, as introduced, amended or updated from time to time ("Data Protection Laws") in relation to the Personal Information that the Customer shares with the Bank.
- 6.5 The Customer represents and warrants that: (i) it has the necessary authority for the Bank to process and transfer the Personal Information that it discloses to the Bank in accordance with the Agreement; (ii) it has provided all necessary information as required under Data Protection Laws to individuals whose Personal Information the Customer shares with the Bank; and (iii) it has a valid legal basis including, but not limited to, valid consent, as applicable in accordance with the Data Protection Laws, to collect and disclose the Personal Information to the Bank.
- 6.6 The Customer acknowledges that the Bank shall collect and process the Personal Information to enable the Bank to provide banking services to the Customer and to comply with the Bank's legal obligations as a licensed financial institution of the Central Bank of the UAE.

## 7. Liability & Indemnity

- 7.1 The Bank shall not be liable for payments made to any third party arising out of erroneous instructions by the Customer.
- 7.2 The Customer shall be liable for any action taken by the Administrator, Non-Financial User and/or Financial User under this Agreement and for instructions issued by a person to whom information relating to access and use of the services has been disclosed by the Customer, its employees or agents.
- 7.3 With the exception of gross negligence and/or wilful misconduct committed by the Bank, the Bank shall not be liable for any damage or loss incurred by the Customer from the use of failure to use the services. The Customer is fully liable to indemnify the Bank, its officers, directors and employees, agents for any loss or damage, howsoever caused to the Bank, resulting from the use of the services by the Customer.
- 7.4 Online & Mobile Banking, the customer hereby agrees and undertakes to protect, defend, hold harmless, indemnify and keep the Bank fully indemnified of, from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, actions, causes of action, costs and expenses of any kind and nature whatsoever that may be imposed on or asserted against or incurred or suffered or sustained by the Bank directly or indirectly as a result of or in consequence of the Bank's compliance with the customer's instructions and the Customer also fully and irrevocably waives, releases, discharges and relinquishes the Bank from any and all claims, obligations and rights that the customer may have against the Bank under the law or otherwise.

## 8. Suspension

The Bank may at any time refuse access to or use of the services or any part thereof for any period and may choose to withdraw, suspend or restrict the services temporarily.

## 9. Termination

- 9.1 The Customer may terminate this Agreement by giving thirty (30) days prior written notice to the Bank.
- 9.2 The Bank may further terminate access to Online & Mobile Banking with immediate effect.
- 9.2.1 If the Customer ceases to maintain an Account with the Bank in the U.A.E.
- 9.2.2 If the Customer fails to comply with any obligation under this Terms and Conditions.
- 9.2.3 If the Customer's relationship with the Bank is terminated.
- 9.2.4 If the Customer passes a resolution for its winding up or a court of competent jurisdiction makes an order for the Customer's winding up or dissolution.
- 9.2.5 Upon the passing of an order for the appointment of a liquidator or receiver for the Customer.
- 9.2.6 If the Customer enters into an arrangement or composition with its creditors generally or applies to a court of competent jurisdiction for protection from its creditors generally.
- 9.2.7 If the Customer notifies the Bank of any change in its status which is unacceptable to the Bank.

## 10. Miscellaneous

### 10.1 Force Majeure

The Bank shall not be liable for any delay or failure of Online & Mobile Banking caused by factors outside its reasonable control including without limitation any 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 of internet services provider(s), broadcast, telecommunications or other network systems or services, except in cases where these events may be remedied.

### 10.2 Waiver

Failure or delay on the part of the Bank to exercise any power, right or remedy under this Terms and Conditions shall not operate as a waiver thereof, nor shall any partial exercise by the Bank of any power, right or remedy prevent any other alternative exercise thereof or the exercise of any other power, right or remedy. The remedies provided in this Terms and Conditions are cumulative and are not exclusive of any remedies provided by law.

#### 10. Miscellaneous

10.3 This Terms and Conditions is in addition to any Account related agreement or form (the "Account Agreements") signed between the Customer and the Bank. In case of a conflict between the provisions of this Terms and Conditions and the Account Agreements, provisions of this Terms and Conditions will prevail. Issues which are not covered by this Terms and Conditions but covered by the Account Agreements will be governed by the provisions of the Account Agreements.

10.4 The Bank reserves the right to revise or alter any of the terms of this Terms and Conditions. The Bank will in the event hereof, where practicable, notify the Customer in advance. If the Bank alters any part of this terms, the Customer agrees to be bound by this Terms and Conditions in relation to the appropriate alterations.

10.5 In the event any one or more provisions of this Terms and Conditions is held to be unenforceable under the laws of the applicable jurisdiction: the validity, legality and enforceability of the remaining provisions of this Terms and Conditions shall not be in any way affected or impaired thereby.

10.6 This Terms and Conditions shall be governed by and construed pursuant to the laws of the U.A.E. The courts of the Emirate of Dubai shall have jurisdiction over any over any dispute arising under this Agreement.

#### 11. Sanctions Indemnity:

11.1 The Bank does not engage in any transactions, irrespective of currency, with or involving Syria, Crimea, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Cuba, Iran and North Korea.

11.2 The Bank does not engage in USD denominated transactions with or involving Sudan (North) where there is a US nexus (such as but not limited to; USD, US territory or person, US owned / controlled entity or US origin goods). As such, it is expected that customers do not conduct any transaction in USD involving this country. It is also advised that proceeds of any such transactions received in any other currency should not be converted in USD and routed through the Bank.

11.3 The Bank does not allow any direct or indirect transaction with persons, entities or vessels designated as sanctions targets by local and international regulators," which covers direct exposure only; however, indirect exposure is not explicitly stated.

11.4 The Bank does not engage in transactions (including imports or exports) involving items of dual-use which can be used for offensive purposes e.g. items that can be used in nuclear proliferation, arms, ammunitions, etc.

11.5 The Bank pursuant to its policy provides banking services exclusively to its account holders who are customers of the bank. Customers are therefore advised not to conduct transactions in their account(s) on behalf of 3rd party(ies).

In keeping with the Bank's adopted policies and its regulatory compliance obligations, the Bank will not be able to serve Customers that fail to abide by the foregoing requirements.