

مصرف الهلال
al hilal bank



Al Hilal Online Terms and Conditions

Al Hilal Online Terms and Conditions

Al Hilal Online Terms and Conditions ("Terms and Conditions") shall constitute an integral and indivisible part of Al Hilal Bank PJSC General Terms and Conditions for Accounts and Banking services ("General Terms and Conditions").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU USE THIS WEBSITE. BY USING THIS WEBSITE, YOU AGREE THAT THE TERMS AND CONDITIONS APPLY TO AND GOVERN YOUR USE OF THIS WEBSITE. THE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. THEY ALSO CONTAIN LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. IF YOU DON'T AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, DON'T ACCEPT THEM.

1. Definitions

In these Terms and Conditions, the following expressions have the following meanings:

- 1.1 The Bank: Al Hilal Bank PJSC, its permitted assigns, successors and branches.
- 1.2 AED or Dirham: means the lawful currency of the United Arab Emirates.
- 1.3 Account(s): means the Sharia compliant account(s) opened and maintained by the Customer with the Bank which the Bank has determined, is accessible by means of Al Hilal Online Services and/or by any other method approved by the Bank and where the context requires, shall include the Current Account and/or the Saving Account opened, maintained in the name of one or more individual persons in his/their name and operated severally as identified in the Account Opening Application Form.
- 1.4 Account Opening Application Form: means the account opening application form in the Bank's prescribed format as is issued by the Bank from time to time and signed or otherwise confirmed or accepted by the Customer in relation to opening of an Account.
- 1.5 Agent: means a third party required and / or appointed by the Bank either physical or corporate to administer the Account, Card, PIN, TIN or provide any service or to support Al Hilal Online.
- 1.6 Al Hilal Online: The brand name for Al Hilal Online Services available on Al Hilal Bank Website.
- 1.7 Al Hilal Online Services: means any or all the online banking functions and online banking facilities provided by the Bank to the Customer through a secured Internet based electronic service which enables the Customer to connect with the Bank via the Internet to undertake Financial Transactions and Non-Financial Transactions with the Bank from remote locations through Al Hilal Bank Website or Al Hilal Mobile applications through Smart Devices electronic stores. The Bank reserves the absolute right to change, alter, vary, add or remove any of Al Hilal Online Services offered to its Customers from time to time without notice.
- 1.8 The Website: the website of Al Hilal Bank as <http://www.alhilalbank.ae> and its online banking portal.
- 1.9 ATM: means an automated teller machine, cash handling machine or any Card operated machine belonging to the Bank, which accepts and/or dispenses cash and cheques in addition to other banking services.
- 1.10 Authorized Signatory: means any person, who has been authorized by the Customer in the Account Opening Application Form, through duly executed and valid Power of Attorney or by a court order to sign, maintain and operate the Account on behalf of the Customer including utilizing any/all of the Al Hilal Online Services.
- 1.11 Available Funds: means the ledger balance less all the reserve demands of the Account.
- 1.12 Bank: means Al Hilal Bank [PJSC] or any of its branches, subsidiaries or its successors and permitted assigns.
- 1.13 Beneficiary: means Al Hilal Bank Beneficiary and/or Third Party Beneficiary.
- 1.14 Bill Payments: means the online banking service provided to the Customer that enables Customers to make utility bill payments from their Account or Credit Card to Specified Entities in UAE.
- 1.15 Business Day: means a day on which banks are open for business in the United Arab Emirates.
- 1.16 Card: means a card, issued by the Bank to enable the Customer to access various services, including but not limited to, cash withdrawals, purchases, other banking services and account related information, from various interfaces provided or arranged by the Bank including "Electronic Cards", "Credit Cards" and "Covered Cards".

- 1.17 Card Account: means the Card account, or any account pertaining to the Card(s) opened by the Bank for the purpose of entering debits/charges incurred by or for the account of, and credits received by or for, the Customer or Cardholder.
- 1.18 Cardholder: means a holder of any Card issued by the Bank in the Customer's name, including "Electronic Cards", "Credit Cards" and "Covered Cards" and including replacement or new cards.
- 1.19 CCDM: means a Cash and cheques deposit machine belonging to the Bank, which accepts cash and cheques in addition to other banking services.
- 1.20 Charges: means all amounts payable (including commission, fees, and other charges) by the Customer in connection with the use of the Al Hilal Online Services. Under these Terms and Conditions and includes, without limitation, all Transactions fees, finance charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Customer's Account(s).
- 1.21 CIF Number: Customer Information File Number maintained with the Bank.
- 1.22 Customer: means any individual accountholder of an Account wishes to use Al Hilal Online Services available on Al Hilal Online.
- 1.23 Cut-Off Time: means the latest time in which a Customer initiated service request or Funds Transfer request will be accepted for processing on a Business Day. Requests received after the Cut-off times or on a non-Business Day, will be deemed received on the next Business Day.
- 1.24 Electronic Cards, Credit Cards and Covered Cards: means a card issued by the Bank in the Customer's name (includes new, renewed, reissued and replacements cards).
- 1.25 Electronic Signature: Any signature includes letters, numbers, symbols, voice sounds or processing system in electronic form applied to, incorporated in, or logically associated with a data message with the intention of authenticating or approving the same.
- 1.26 Financial Transactions: means an entry or set of entries initiated electronically usage of the Al Hilal Online Services for any function or services provided by the Bank causing movement of funds in and from the Customer's Account affecting the balance(s) in the Account(s).
- 1.27 Instruction(s) means any request or instructions to the Bank through Al Hilal Online.
- 1.28 General Terms and Conditions: means Al Hilal Bank's General terms and conditions for accounts and banking services.
- 1.29 Internet: means a computer network consisting of a worldwide network of computer networks to facilitate data transmission and exchange.
- 1.30 IVR: means Interactive voice response service provided by the Bank enables the Customer to execute transactions through the Phone Banking.
- 1.31 Limit: means the daily limits as set out in the Limits & Charges Schedule, for using Al Hilal Online Services for payments and transfer of funds from the Customer's Account, subject to availability of funds in the Account.
- 1.32 Limits & Charges Schedule: means the limits and charges schedule published on the Website as may be amended for time to time.
- 1.33 Login Password: means secret and unique personal identification letters and/or numbers (this would be alphanumeric) and / or special characters selected by the Customer at the time of registration with Al Hilal Online Services and/or issued by the Bank (which the Customer must change at the first login) when registration is through Online Banking Application, which allows the Customer to access the Al HilalOnline Services.
- 1.34 Month: means a calendar month.
- 1.35 Non-Financial Transactions: means the use of any function or services provided by the Bank under the Al Hilal Online Services relating to the Customer's Account and/or other business activities with the Bank through electronic data consisting of information or sets of information initiated remotely and electronically transmitted via Al Hilal Online.
- 1.36 Online Banking Application: means the application form that must be duly completed and submitted to the Bank by the Customer or User when registering for Al Hilal Online Services which may be obtained online through Al Hilal Bank Website, Smart phones/Tablets electronic stores or at the Bank.
- 1.37 Online Disclaimer: means the disclaimer available on Al Hilal Bank Website's login page.

- 1.38 OTP: means one time password that may be sent by the Bank to the Customer through SMS for the execution of Financial Transactions or Non-Financial Transactions or any part thereof.
- 1.39 Phone Banking: means the phone banking instruction and information services, whether automated via IVR or through a customer service agent made available by the Bank's call center.
- 1.40 Proprietary Intellectual Property: means any and all trademarks, service marks, trade names, registered designs, patents, domain names, website designs and layouts, copyrights, database rights, whether registered or not, and any other similar type of proprietary information, owned by or licensed to the Bank.
- 1.41 Privacy Policy: means the Bank's privacy policy, a copy of which is available at Al Hilal Bank Website's login page.
- 1.42 Recharge and Top-ups: means Al Hilal Online Services provided to the Customer that enables the Customer to do a recharge or a top-up from their Account or Card to Specified Entities in UAE.
- 1.43 Registration: means enrolment to avail Al Hilal Online Services. This may be done by Enrolment Types indicated in clause 3.1 or any other enrollment channels that may be from time to time provided by the Bank.
- 1.44 Security Codes: means the Customer's Login Password, User ID, T-PIN, OTP and all other items included in the security procedures, or any other authentication methods/ encryptions used for accessing Al Hilal Online Services.
- 1.45 Schedule of Charges: means the relevant schedule/tariff board available at the Bank's branches and/or on Al Hilal Bank Website relating to fee(s)/service charges payable by the Customer to Bank in respect of various transaction(s) initiated by the Customer including the Transactions. The Bank may amend or introduce a tariff at any time subject to notification as per the Bank's "General Terms and Conditions").
- 1.46 SMS Banking: means the service offered by the Bank at its discretion to Customers who wish to be alerted to transactions on their account by receiving an SMS text message ("SMS") on their mobile phones, as well as sending instructions through SMS from the designate mobile phone number(s) to perform the available banking transactions.
- 1.47 SMS Banking Application means the application form that must be duly completed and submitted to the Bank by the Customer when registering for SMS Banking services offered by the Bank, which may be obtained online or at the Bank.
- 1.48 SMS-PIN: means short message services (SMS) Personal Identification Number which the Customer uses to gain access to Al Hilal Bank SMS service.
- 1.49 Specified Entities: means the utility organizations or other entities in relation to the Bill Payments and Recharge and Top-ups services provided to the Customer which are available on the Bill Payment service page of Al Hilal Bank Website.
- 1.50 Statement of Account: means the Bank's periodic statement sent to the Customer by the Bank through mail or the electronic statement dispatched to registered Customer's e-mails based on his selective period or obtained by the Customer via Al Hilal Online Services, showing particulars of the Transactions conducted under the Account during a certain period, including debits with regards to various payments and transfers made utilizing Al Hilal Online Services.
- 1.51 Statement of Card: means the Bank's periodic statement sent to the Customer by the Bank through mail or the electronic statement dispatched to registered Customer's e-mails based on the Customer's selective period or obtained by the Customer via Al Hilal Online Services, showing particulars of the Transactions conducted utilizing the Card during a certain period, including debits with regards to various payments and transfers made via the Al Hilal Online Services.
- 1.52 Third Party Transfer Payment: Payment that the Customer wishes to make from the Account or Card Account to another individual(s) account within the Bank or any other bank or financial institutions.
- 1.53 Transaction: means any/all Financial Transactions and Non-Financial Transactions available through Al Hilal Online Services or such other Transactions approved by the Bank.
- 1.54 Transfers: mean the movement of funds from the Customer's Account to its other Account(s) within the Bank or to other customer's account(s) within the Bank or to its account(s) within other bank(s), or to a third party account within or outside UAE utilizing Al Hilal Online Services and "Fund(s) Transfers" shall have the same meaning.
- 1.55 T-PIN: means Telephone Personal Identification Number which the Customer uses to gain access to Phone Banking

- 1.56 User ID: means the valid alphabetical, numerical or combination of both, identification provided by the Bank when registering through the Online Banking Application or selected by the Customer during online registration, from which the Bank identifies the Customer accessing Al Hilal Online Services to be used in conjunction with the Login Password to provide authentication when logging on to Al Hilal Bank Website.
- 1.57 User: means any person using Al Hilal Online Services.
- 1.58 UAE: means the United Arab Emirates.

2. Interpretation:

- 2.1 The clause headings in these Terms and Conditions are for the purpose of convenience only and shall not be taken into account in the interpretation, or modification of the Terms and Conditions.
- 2.2 Unless inconsistent with or a contrary intention appears from the context:
- 2.2.1 Any reference to gender includes the other gender;
 - 2.2.2 Any reference to singular includes the plural and vice versa.
 - 2.2.3 References to Articles, Clauses and Schedules are references to Articles, Clauses and Schedules of these Terms and Conditions.
 - 2.2.4 The headings in these Terms and Conditions are inserted for convenience purposes only and shall not affect the construction of these Terms and Conditions.
 - 2.2.5 References to Al Hilal Bank in these Terms and Conditions shall include its permitted assigns and successors.
 - 2.2.6 Words and expressions if not defined herein shall have the same meaning as ascribed thereto in the General Terms and Conditions.

3. Enrolment

The Customer can register for Al Hilal Online by completing the Online Banking Application and accepting the online Terms and Conditions of Al Hilal Online Services. The Bank reserves the right to decline the Online Banking Application without assigning any reason. The Customer agrees to accept and comply with the instructions of or associated with Al Hilal Online Services.

At first login, the Customer should carefully read these Terms and Conditions. By ticking the box provided the Customer confirms that he agrees and accepts these Terms and Conditions.

3.1 Enrolment Types:

3.1.1 Offline Enrolment – Branch /Call Center

Offline registration can be requested by a Customer wherein the Bank validates the Customer through branch staff or contact center agent and fills the Customer's request. Upon approval by the Bank, the Bank will generate temporary User Id and/or OTP and delivers them to the customer via two separate SMS to Account's registered mobile number with AL Hilal bank. The Customer uses the temporary User Id and Password to register for Al Hilal Online., All Al Hilal Online Services shall be made immediately available to the Customer upon the acceptance of these Terms and Conditions and registration. If the Customer wishes to apply for Al Hilal Online Services by phone, but has not registered for Phone Banking, the Customer has to first register for Phone Banking by calling the Bank's Phone Banking services telephone numbers (600522229), obtain a Telephone Personal Identification Number (T-PIN), and then the Customer can proceed with registering for Online Banking Services through internet banking or Mobile banking.

3.1.2 Enrolment – Through IVR/SMS

This registration is mandatory for Customers trying to register for Al Hilal Online through IVR/. Upon setting TPIN from the IVR/ Channel, the Customer will register for Al Hilal Online using CIF Number and TPIN. For registering for SMS Banking, the Customer should send ACT to 2494

3.1.3 Online Enrolment – through Internet or Mobile Device

This registration is applicable when the Customer logs in to Al Hilal Bank Website or downloads Al Hilal Mobile application from his/her device store and registers himself /herself for online banking. The user validation is automated and the system approves/rejects the registration based on Customer's entered credentials. If the validation is successful, the Customer will be enabled to use his/her permanent User ID and Password. , the same internet banking userID can be used with CIF to enroll in Mobile Banking as well. And vice versa Eligibility:

3.1.4 In order to use Al Hilal Online services, the Customer must maintain an Account with the Bank and must be registered by the Bank for use of Al Hilal Online services. For the avoidance of doubt, Cardholder and/or individual having finance account with the Bank but don't maintain an Account, will only have a limited access to Al Hilal Online Services for the view of their Card Account and/or finance account but finance accounts shall not be eligible to carry out any Financial Transactions.

3.1.5 The following Accounts shall be eligible to use Al Hilal Online services:

- I. All personal Accounts where the mode of operation of the Account is single.
- ii. SME/SB Accounts where the mode of operation of the Account is single

3.1.6 If the Account is a joint Personal Account, by using Al Hilal Online Services, the Customer confirms that, the other joint accountholder(s) have consented for the use of the Account in relation to Al Hilal Online Services. The Bank reserves the right to end the Customer's use of the Online Banking Services if any joint accountholder notifies the Bank that (i) the joint accountholder never consented to the Customer's use of Al Hilal Online Services or (ii) the joint Account can no longer be operated on the Customer's Instructions alone or (iii) the joint accountholder is withdrawing consent from the Customer to operate the joint Account.

3.2 Incapacitated Accounts for Al Hilal Online Services:

The following are not capable for Al Hilal Online Services:

- 3.2.1 Joint Accounts where the operation mode of the Account is only with joint signatures.
- 3.2.2 Any Account under the minor's control.
- 3.2.3 Any Account held in the name of a minor under guardianship.
- 3.2.4 Any person who has not accepted these Terms and Conditions or any amendments thereof, and
- 3.2.5 Unless otherwise announced by the Bank, the Supplementary Cardholders.

4. Security:

- 4.1 The Customer is responsible for protecting the confidentiality of his Account/Card Account and Security Codes and agrees to be responsible for all activities that occur under the Account/ Card Account. The Customer agrees not to violate or attempt to violate the security of the Website, including without limitation, by (a) accessing data that is not intended for the Customer use; (b) logging on to a server or account that the Customer is not authorized to access; (c) probing, scanning or testing the vulnerability of any system or network related in any way to the Website without proper authorization; (d) breaching security or authentication measures without proper authorization; (e) interfering with service to any host, network, other user, including without limitation, sending unsolicited email, flooding, spamming, mail bombing, or crashing; (f) sending promotions and/or advertising products and/or services; or (g) attempting to do any of the acts analogous to (a) to (f). The Customer agrees not to use a false email address, or otherwise attempt to mislead the Bank or any other person about the origin of any transmission.
- 4.2 The Bank will use its digital certificates to provide non-repudiation for Al Hilal Online Services when the Customer accesses secure portions of Al Hilal Bank website to establish encrypted communication between Al Hilal Bank Website's servers and Customers' computer using the standard called Secure Socket Layer (SSL). The Customer should always verify that digital certificate of the site or portals (within the Website) they are accessing. SSL is such standard that does not require interaction from the Customer's side and it is actually non-optional for the users of Al Hilal Online.

- 4.3 The Customer shall be responsible for keeping the Security Codes strictly confidential and should not disclose it to others and will safeguard these strictly in a private and confidential manner and further undertake to change their Login Password frequently and immediately in the event of any suspicion of the Security Codes or any part thereof being fully or partly compromised; failing to do so shall render the Customer liable for any adverse consequence in relation to such disclosure in particular any unauthorised Fund Transfers.
- 4.4 While the Bank uses the highest standards of technology to ensure the security of Al Hilal Online Services, the Bank cannot guarantee the complete security of the banking transactions conducted by the Customer on the internet. The Bank shall be not be liable to the Customer for any cost, loss or damage incurred by the Customer in the event that unauthorized Transactions are effected on the Customer's accounts even in the absence of any negligence on his part. Further, the Bank shall not be liable to the Customer for any cost, loss or damage resulting from computer viruses or other similar features which may affect the Customer's computer equipment and shall be entitled to act, without reference to the Customer, on any instruction received through use of the Customer's User ID and Password.
- 4.5 The Customer shall be responsible for complying with security warnings and recommended actions (communicated online by the Bank from time to time) to safeguard their computers, cellular mobile devices, personal digital assistants or similar devices used to access "Al Hilal Online against risks including, but not limited to, device hacking, unlawful access and online fraud in connection with the Customer's Account.
- 4.6 The Customer shall notify the Bank immediately in case of loss, disclosure (inadvertent or willful) or misuse of its Use ID and/or LoginPassword. The Bank may issue a new User ID and/or Login Password to the Customer who shall assume full responsibility for any transactions effected on its Account upon occurrence of all or any such events. In case of loss, disclosure or misuse of the Use ID and/or Password, the Customer should notify the Bank either verbally through the Al Hilal Bank Call Centre [600522229] or in writing through any of its branches as soon as possible.
- 4.7 The Customer agrees that access to Al Hilal Online shall only be through an authorized internet service provider and any transaction which originates from the same, whether initiated by the Customer or not, shall be deemed to have been originated from the Customer and shall be binding upon the Customer.
- 4.8 The Customer undertakes to treat the access rights, all Account documentation and/or any other information related to Al Hilal Online Services, strictly private and confidential at all times.
- 4.9 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. The Bank is not obliged to provide the Customer with prior notification for any the above-mentioned changes.
- 4.10 The Customer is liable for the usage of the Security Codes and any other authentication methods/devices used to access any of Al Hilal Online Services by himself, the Authorized Signatory, unauthorized personnel or any other third parties.
- 4.11 The Bank will implement reasonable security precautions designed to prevent the loss or alteration of the Customer's data but will not be liable in anyway if such loss of data is due to the Customer's wilful breach of these Terms and Conditions.
- 4.12 The Bank will maintain a disaster recovery plan and will perform disaster recovery preparations including maintenance of current backup tapes stored off-site from the network operations centre (NOC). In the event of a disaster, the Bank shall execute its disaster recovery plan, which will include provisions for acquiring and integrating appropriate replacement computing and network equipment at the Bank or at a backup NOC as required, re-establishing appropriate telecommunications links as required and re-installing software and databases from backup tapes as required. Such disaster recovery systems shall be tested no less than annually and results made available to the Customer. The Bank shall exercise its best efforts, consistent with its obligations to its entire Customers base and to the extent within the reasonable control of to re-establish Al Hilal Online Services at the earliest possible time following a disaster.
- 4.13 Al Hilal Online Services are specifically granted to the Customer as per these Terms and Conditions, online disclaimer and Privacy Policy made available to the Customer prior to using any of Al Hilal Online Services.

5. TERMS FOR USE OF AL HILAL ONLINE SERVICES

- 5.1 All Al Hilal Online Services and Transaction(s) processed by the Bank upon Customers instructions shall be at Customer's own cost, risk and responsibility and the Customer shall be bound by such instructions.
- 5.2 The Bank shall be entitled to act on any Customer Instruction received through Al Hilal Online Services, which may include mail message, Financial Transactions or Non-Financial Transactions without any further reference to the Customer and without requiring written verification from the Customer. Any such instruction shall be deemed to have been made in accordance with the Customer's banking mandate;
- 5.3 The Customer shall have no right whatsoever to demand the fund, cancellation or reversal of any Financial Transaction and the Bank shall accept no responsibility for the correctness of any Financial Transaction or Non-Financial Transaction undertaken by the Customer in accordance with the Customer Instructions,
- 5.4 The Bank shall be entitled to and without referring to the Customer, debit the Account with, and the Customer will on demand pay, any charges, expenses, fees or commission payable against Al Hilal Online Services rendered in accordance with these Terms and Conditions at the banking charges and commissions approved and announced by the Bank pursuant to the Schedule of Charges. The Bank shall notify the Customer of such change in Service Fee rate(s) by notification as per the Bank's "General Terms and Conditions")... In the event that the Customer continues to use Al Hilal Online Services after receipt of said notification, then the Customer shall be deemed to have accepted and be bound by said changes and or variations of the Schedule of Charges and waive any right of contestation in respect thereof.
- 5.5 The Customer agrees to accept all operations carried out in the Customer Account(s) using Al Hilal Online Services. The Bank may recover any amount due to it under these Terms and Conditions by debiting the Account(s) with the Bank whether these Accounts are associated or not with Al Hilal Online Services.
- 5.6 The Bank may appoint Agents to carry out any duties in connection with providing Al Hilal Online Services and may delegate to such Agents the power to perform any function which the Bank is entitled or obliged to perform;
- 5.7 Should any of its Agents fail to meet the value date of a Financial Transaction due to time constraints, time difference between regions or regional holidays, the Bank shall accept no responsibility;
- 5.8 The Bank shall not accept any claims for compensation of profit or income, loss of profit or consequential loss or value dating for any Financial Transaction carried out through Al Hilal Online;
- 5.9 The Bank shall have the right to reject or cancel any Financial Transaction or Non-Financial Transaction in the event of any transaction being incomplete, inconsistent, and incorrect or in the breach of any statutory or regulatory legislation;
- 5.10 Financial Transaction(s) will be implemented subject to the availability of cleared funds in the relevant Account(s);
- 5.11 Transfers between the Customer's Accounts with the Bank will be made when the Customer's Instructions are received by the Bank within the time scales advised in the Instructions subject to the clearing and operational timelines of the Bank;
- 5.12 The Bank shall not be liable, at any time, to the Customer if the amount credited or transferred to the Customer's Account are reduced due to banking fees or depreciated value caused by currency exchange rates nor shall the Bank be held liable if the Customer is unable to receive its funds as a result of any restrictions or regulations imposed by the competent authorities regulating such transfers in any jurisdiction.
- 5.13 The Customer shall be able to view and print, or through Al Hilal Online its Account history or a Statement of Account. In the event of objections, discrepancies or dispute relating to any Transaction, the Customer shall advise the Bank in writing thereof within fifteen (15) calendar days from the date of the Transaction; if no such notice is received by the Bank, all Transactions shall be deemed to be true and correct. Without prejudice to the foregoing, the Customer shall immediately report to the Bank if it suspects any fraudulent, illegal or suspicious activity with regard to any illegal use of his User ID or Login Password and the Bank shall, upon receipt of such report, be entitled to temporarily suspend the usage of Al Hilal Online Services until further notification to the Customer.
- 5.14 The Bank may refuse to execute any instructions or services requested by the Customer through Al Hilal Online Services if the Customer fails to comply with the necessary procedures as provided hereunder, fails to comply with these Terms and

Conditions, fails to comply with the General Terms and Conditions or if the information or data provided by the Customer are incorrect or are in violation of the law applicable in the United Arab Emirates. The Bank shall not be liable for any loss or damage incurred by the Customer as a consequence thereof.

- 5.15 The Customer undertakes, at all times, to comply with the provisions of the Federal Law No. 1 of 2006 concerning Electronic Transactions and Commerce Law as applicable on the Customer and the order No.1 of 2008 concerning the issue of electronic attestation service providers list.
- 5.16 The Bank may, at any time freeze, consolidate, set-off, or transfer any amounts whatsoever in the Customer's Accounts held by the Bank in the name of the Customer from one account to another irrespective of their types or names, or whether they are individual and/ or joint and whether in local or foreign currencies whereby each such account shall be considered as a security for the other accounts jointly or severally for the settlement of any of the indebtedness due from the Customer to the Bank without prior approval or notice from the Customer and the Bank may effect any necessary conversions at the rate of exchange at which the Bank is able to purchase the currency of the Customer's obligations or at the Bank's own prevailing rate of exchange displayed at the Bank's counters, as the Bank may select at its absolute discretion.
- 5.17 The Bank shall have the right to amend, add to, delete, supersede or supplement any provision of these Terms and Conditions at any time at its sole discretion and to such extent as permitted by law. Such amendments shall be notified to the Customer through a notification as per the Bank's "General Terms and Conditions". The Customer shall be deemed to have accepted such changes whether or not the Customer has received specific notice in person of such amendments.
- 5.18 The Customer agrees that the Bank's record, books, and accounts of any Financial Transaction or Non-Financial Transactions conducted Al Hilal Online Services shall be conclusive evidence of such Transaction(s) and legally binding on the Customer for all purposes. Any certificate, printout or Statement of Account issued by the Bank shall be final and conclusive evidences against the Customer of the correctness thereof in any legal proceedings or otherwise.
- 5.19 Unless and until the Customer notifies the Bank in writing or otherwise, the mailing address and/or email address stated in the Online Banking Application shall be considered as the approved address for all communication(s) including but not limited to delivering notices, advises, Statement of Account, Statement of Card, notification or any document by mail or courier to the Customer.
- 5.20 The Bank may publish and post on Al Hilal Bank Website, notices of general nature which shall be applicable on Customers. Such notices will have the same effect as a notice served individually to each Customer by post or otherwise.
- 5.21 The General Terms and Conditions shall be applicable to Al Hilal Online Services to the extent that they are not contradictory to these Terms and Conditions. In the event of a conflict between the General Terms and Conditions and these Terms and Conditions then these Terms and Conditions shall prevail.
- 5.22 The Bank reserves its right to record and monitor all Customers transactions while accessing Al Hilal Online. The Customer hereby consents to such recording and monitoring thereof. If such monitoring or recording reveal possible evidence of fraudulent or any potential or actual illegal activity, the Bank shall initiate legal proceedings against the Customer under the laws of the UAE.
- 5.23 The Customer shall ensure that the Al Hilal Bank Website will only be accessed through a mobile device or a personal computer or a personal digital assistant, connected with an authorized service operator or provider of internet and mobile communication or similar services (the "Service Provider") in line with the applicable requirement, rules and regulations applicable on such a Service Provider. The Bank makes no representation or gives no warranty with respect to the quality of the service provided by the Service Provider.
- 5.24 The Customer undertakes and agrees to execute any additional documents that may be required by the Bank to subscribe to the Al Hilal Online Services or to modify, add modified/additional services under Al Hilal Online Services to the Customer. Where a Customer fails to comply with the above requirements, the Bank will be entitled to withdraw or cancel the Al Hilal Online Services provided to the Customer.
- 5.25 The Bank shall have the right to withdraw, terminate or suspense Al Hilal Online Services at any time by giving the Customer at least 15 calendar days' prior notice. However, the Bank may give the Customer a shorter period of notice or terminate Al Hilal Online Services and the Customer's use of Al Hilal Online Services without giving the Customer notice:

- 5.25.1 where it is reasonably necessary to do so for reasons of security; or
- 5.25.2 in circumstances beyond the Bank's control including (without limitation): (i) any act of God, (ii) acts of government or regulatory authority, (iii) war, acts of terrorism, armed or unarmed conflict, (iv) fire, flood, or explosion, (v) any manner of riot or civil commotion, (vi) non-availability of service (vii) non-functioning or malfunctioning of service (viii) any computer viruses, worms, Trojan horses or the like, (ix) phishing attacks of any nature, and (x) any interruption or disruption of relevant utilities, internet service provider(s), broadcast, telecommunications or other network systems or services; or
- 5.25.3 in the event of fraud; or
- 5.25.4 in the event of your failure to observe and comply with any of these Terms and Conditions.
- 5.25.5 in the event the Bank learns of the Customer's death or bankruptcy or insolvency or lack of legal or mental capacity:
- 5.26 The Bank shall have the right to suspend any service provided to the Customer under Al Hilal Online Services without notice where the Bank considers it necessary or advisable to do so, for example to protect the Customer when there is a suspected breach of security or if the Bank needs to suspend Al Hilal Online Services for maintenance reasons. The Bank will use reasonable efforts to inform the Customer without undue delay through Al Hilal Online and/ or our Website if a service is not available.
- 5.27 The Customer also has the right to terminate his use of Al Hilal Online Services at any time by informing the Bank in writing.
- 5.28 Termination of Al Hilal Online Services and the Customer's use of the online service will not affect any rights that the Bank may have against the Customer or any liabilities that the Customer may have to the Bank.
- 5.29 Upon termination or withdrawal of Al Hilal Online Services, the Bank shall at its discretion either carry out or refuse to carry out any outstanding instruction that may have been given by the Customer.
- 5.30 Upon closure of the entire Customer's Account(s) which the Customer have registered for Al Hilal Online Services, the Customer use of Al Hilal Online Services will terminate automatically.
- 5.31 The Bank's maximum liability under the clauses from 5.26 to 5.30 shall be restricted only to the refund of the annual charges (if any) recovered from the Customer for the period of such services availed by the Customer.
- 5.32 The Customer irrevocably authorizes the Bank for any purpose (including for the purpose of fraud prevention, credit agencies, audit and debt collection, or if required by any competent government or regulatory body) to disclose any information, details or data relating to the Customer and/or the Account/Card Account and/or the Transactions to the Bank's affiliates, branches and to any actual or potential assignee(s) of any rights or obligations of the Bank, in response to any request from a third party for a reference, any solicitors or accountants or other professional advisors acting for the Bank and/or agents and independent contractors, any regulatory, fiscal, supervisory or governmental authority in any jurisdiction; and/or to any other person(s) whom the Bank considers, is in its interest to make such disclosure and the Customer will not assert any claim, and waives any right to assert any claim, against the Bank for any loss, damage or injury suffered or alleged as a result of any such disclosure or reporting.
- 5.33 The Customer acknowledges and agrees the Bank may utilise the services of third party contractors and that any such third party may have access to the Bank's books and records including information regarding the Customer and the Account.
- 5.34 The Customer acknowledges and agrees that the Bank may maintain, transfer, process and store its data, information and records in electronic form, on microfilm or other methods (including in processing centres and databases outside of the UAE) and further agrees that the messages, cables, telexes facsimiles, microfilms, tapes computer printouts and photocopies, which may be exhibited by the Bank as an extract from its files, books, records or accounts shall constitute conclusive evidence of the genuineness of the contents thereof.
- 5.35 The Bank shall be entitled to take whatever action it deems necessary or freeze any funds in the Account if the Bank believes the funds to have been obtained other than through lawful means or arising from an unlawful transaction. The Bank's judgment in this respect shall be conclusive. The Bank may also report any money laundering, illegal and/or suspicious transactions in the Account to the authorities within the UAE or abroad. The Bank shall comply with all anti-money laundering laws and regulations in force and applicable to it from time to time and may at its discretion call for additional details or information on the Customer and/or the Accounts and provide the same to regulatory authorities involved in the

said operations.

- 5.36 The Bank may record and shall keep record of the Customer's electronic or other written communications as may be required by the applicable laws. The Customer further agrees that any and all communications sent by means of Al Hilal Online Services, which is accessed by use of the Customer's User ID and Login Password, shall be deemed valid and authentic and will be given the same legal effect as written and executed hardcopy communications.
- 5.37 The Bank shall under no circumstances be liable for (i) enabling the Customer to link to another website from the Al Hilal Bank Website, and/or (ii) the contents of and the consequences of acting upon the contents of another linked website.
- 6.** Wherever applicable in scenarios involving foreign exchange transactions at a future date, the Customer appoints the Bank as his agent to buy for him the applicable amount of the required currency by debiting the Account of the available currency at a rate not more than the Bank's exchange Rate prevailing on the respective future date (the Bank Prevailing Rate) either from a third party or from the Bank itself (in case the currency to be purchased is already available with the Bank). If the Bank is able to buy at a rate lower than the Bank Prevailing Rate, the difference would be the Bank's fee as an agent Transfers:

Al Hilal Online provides the following Transfer services:

6.1 Own Account Transfer

- 6.1.1 Customer will be able to make Funds Transfer between his/her Accounts, his/her Card Accounts and his/her Accounts and Cards Accounts.
- 6.1.2 Customer will be able to perform Funds Transfer, schedule Funds Transfer or a recurring Funds Transfer between his/her Accounts and/or Card Accounts.

6.2 Al Hilal Transfer

- 6.2.1 Customer will be able to make Funds Transfer, schedule Transfer or recurring Transfer between his/her Accounts/Card Accounts and third party accounts within the Bank.
- 6.2.2 The Customer shall register the Third Party Beneficiary before initiating the third party Transfer.

6.3 Third Party Transfer

- 6.3.1 Customer will be able to make Funds Transfer, schedule Funds Transfer or a recurring Funds Transfer between his/her own Accounts/ Card Accounts any other account in other banks which are either present within UAE or outside UAE.
- 6.3.2 The Customer shall register the Third Party Beneficiary before initiating the third party Transfer.
- 6.3.3 The Bank is acting as an agent for the Customer and not as the agent or on behalf of any third party when the Bank is carrying out a remittance from any of their Accounts, The Customer understands and agrees that at all times his/her relationship with any third party is independent of the Bank and the Customer's use of this service. The Bank will in no way be responsible for any acts or omissions by any other bank/financial institution(s) or other provider of any account, including and without limitation to any modification, interruption or discontinuance of any account by such bank/financial institution(s) or non-acceptance of funds under a Funds Transfer.
- 6.3.4 The Customer understands that the Bank will not investigate any discrepancies between the Beneficiary's name and account number. The Bank will act only as per the Instructions of the Customer. If a Funds Transfer request identifies a Beneficiary by name and account number, the Bank may execute those Instructions by reference to the account number only, even if the account number does not correspond with the Beneficiary's name. The Customer understands that other bank/financial institutions may not investigate discrepancies between Beneficiary's names and account numbers.
- 6.3.5 The Customer's relationship with other banks/financial institutions is independent of the Customer's relationship with the Bank and the Funds Transfers service. The Bank will not be responsible for any acts or omissions by other banks/financial institutions or other provider of any account, including and without limitation to any modification, interruption or discontinuance of any account by such banks/financial institutions.
- 6.3.6 The Customer understands and agrees that any Funds Transfer Instructions to third party accounts in other banks/ financial institutions within or outside the UAE are sent by telegraphic transfer. The A Funds Transfer is subject to the

Cut-Off Time and daily Limits.

- 6.3.7 The Customer acknowledges that Funds Transfer outside the UAE may take longer to process within the Bank, due to business days, clearing process, differences in time, business hours and between the place where the Instruction or Transaction is received and the place of accounts to be debited or credited.
- 6.3.8 The Customer must check with the Beneficiary's bank/financial institution for restrictions regarding transfer of funds within their institution. The Bank is not responsible for any Charges or losses incurred from Funds Transfers that are not permitted by such banks/financial institutions or those imposed by law.
- 6.3.9 Unless payment in a different currency is allowed by the country where the Transaction is payable, payment is to be made in the currency of the country where the Transaction is made payable at the buying rate of exchange of the Bank's correspondent or agent.
- 6.3.10 Correspondent or agent charges for telegraphic transfers will be for the Beneficiary's account unless otherwise specified.
- 6.3.11 The Transactions are subject to the rules and regulations and market practices of the country of payment. The Bank and/or its correspondents or agents shall not be liable for any loss or delay caused by any such rules and regulations or market practices.
- 6.3.12 Refunds of the Transaction will be made only after the Bank receives confirmation from its correspondent or agent that the funds transferred are at the Bank's free disposal. Refunds are made subject to payment of the Bank's charges and expenses. Refunds will be made in the currency of the debited account.
- 6.3.13 Neither the Bank nor any of its correspondents or Agents shall be liable for any loss or damage whatsoever due to: (i) erroneous or incomplete information having been given to the Bank; (ii) unavailability of good funds; (iii) delays or faults of any kind in the Transaction, or in any messages or instructions by mail, facsimile, telegraph or cable; (iv) delay or error in or failure in locating or identifying the Beneficiary; (v) refusal or inability of the Bank's correspondent or agent to effect payment by reason of any law, act or decree of any government; (vi) any other cause or reason whatsoever beyond the Bank's and its correspondents' or agents' control.
- 6.3.14 The Customer consents to the Bank, its officials, employees, correspondents and agents disclosing any information regarding the Customer's particulars as set out in the Online Banking Application, the subject matter thereof and the Customer's Accounts and affairs (including but not limited to the Customer's name, Account number, address, and/or date and place of birth as the Bank shall deem appropriate for the purpose of any investigations relating to the Customer made herein and any Transaction connected therewith, and/or towards compliance with law, regulations, guidelines, directives and/or such other requirements of regulatory authorities.
- 6.3.15 The Bank reserves the right to reject the Customer's Transfer request without having to furnish any reason for doing so.

6.4 General Transfer Terms

- 6.4.1 Customer needs to insert OTP and to provide various details for initiating the Transfer in accordance to the details required under Al Hilal Online.
- 6.4.2 The Customer is required to complete various fields for initiating third party Transfer are mentioned below. IBAN might be required for some countries
- 6.4.3 If the debit Account currency is not same as credit account currency, then the Bank's prevailing exchange rate shall apply. The converted amount based on the exchange rate will also be displayed to the customer.
- 6.4.4 Customer shall be able to save the Transfer instruction as template to be used later.
- 6.4.5 The credit account entered by the Customer should be valid Third Party Beneficiary in Al Hilal Online system.
- 6.4.6 The Transaction date should be current date or future dates only.
- 6.4.7 Customer should have sufficient Limits to initiate the Transfer transaction and shall adhere to the allowed daily Limit determined by the Bank,
- 6.4.8 The Limits will be always consumed in AED irrespective of the Transaction currency

- 6.4.9 For recurring/scheduled Transfer, Limits for the transaction will be consumed while initiations of the Transaction itself for the Transaction date, so that the Transaction limit for that day is met.
- 6.4.10 The Customer is not allowed to initiate third party Transfer after Cut-Off Time or on a currency holiday. If the Transaction is initiated by Customer after Cut-Off Time or on currency holiday, the payment will be processed on next banking day if Customer confirms. Otherwise, the Transaction will be cancelled.
- 6.4.11 Currency holidays and Cut-Off Time will be calculated based on the credit account currency.
- 6.4.12 The Bank shall not be liable to the Customer if the amount credited or transferred to the Customer's account is reduced because of fees or depreciated value nor shall the Bank be held liable if the Customer is unable to receive his/he funds as a result of any restrictions or regulations issued by the competent authorities.
- 6.4.13 Customer needs to provide various details for initiating the Funds Transfer as may be required by Al Hilal Online.
- 6.4.14 The Customer agrees not to transfer funds to accounts, which are not permitted under these Terms and Conditions and/or in violation of any rules, regulations and laws as applicable.
- 6.4.15 Cut-Off Time for Transfers Services:
 - (a) The funds will be reserved at the start of the next Business Day if the Funds Transfer request received after the Cut-Off Time or for all scheduled Transfers,
 - (b) The Account/Card Account will be debited for the transferred funds on the Business Day on which the Instruction(s) have been executed by the Bank.
 - (c) The Bank may decline the Instruction(s) in case of any technical problems in executing the Instruction(s) by telegraphic transfer,
 - (d) Funds Transfer Instructions in foreign currency are subject to foreign exchange settlement processing which may cause delays.
 - (e) the following Cut-Off Time will apply in respect to the Funds Transfers to a Beneficiary's account with another bank within or outside the UAE:
 - (i) For local currency, the Cut-Off Time is: 12.00 PM, UAE time.
 - (ii) For foreign currency, the Cut-Off Time is: 02.00 PM, UAE time.
 - (f) any Funds Transfer Instructions to a Beneficiary's account with any other bank within the UAE or a bank outside the UAE will be transferred by the convenient banking settlement system
 - (g) The Funds will be reserved if the request for Transfer is received before the Cut-Off Time.
- 6.4.16 The Customer undertakes to provide all or any information regarding the transfer and payments in order to comply with the applicable laws and regulations.
- 6.4.17 The Customer shall be responsible to comply with all applicable money laundering regulations and shall be responsible for any violations of such regulations.

6.5 Transfer History

- 6.5.1 The Customer will be able to view of the Transfer history for own account Transfer, Al Hilal Transfer and third party Transfer made by the Customer and will show the list of transfers made towards own account Transfer, Al Hilal Transfer and third party Transfer and will provide the details about the past Transfer Transaction and future Transfer Transaction
- 6.5.2 Customer will be able to modify or delete the Transaction from the Scheduled Transfer list shown on Al Hilal Online Website. Or Mobile application
- 6.5.3 For recurring Transfer Transaction, the Customer will be able to modify or delete the recurring instruction in accordance with the guidelines provided on Al Hilal Online Website.

6.6 Registration of Al Hilal Beneficiary

- 6.5.1 Registration of Al Hilal Beneficiary allows the Customer to register the Beneficiary account to whom he makes Funds Transfer frequently ("Al Hilal Beneficiary").
- 6.6.1 The customer shall register the Beneficiary account to whom he makes Funds Transfer frequently.
- 6.6.2 The Customer shall fill the required information as may be required by Al Hilal Online from time to time including without limitation the nickname for the Beneficiary for easy identification, account number and OTP for Internet banking, in Mobile banking its "Transaction password" that is set during the registration in Mobile banking app the first time.
- 6.6.3 Customer cannot provide the same nickname which has been already used by him/her.
- 6.6.4 Customer can add the same Beneficiary again if such Beneficiary has different accounts.
- 6.6.5 The Bank shall not be responsible if the Customer entered invalid account number.
- 6.6.6 The Customer will be responsible for maintaining, adding and deleting Beneficiary's names and details for any Funds Transfer request.

6.7 Registration of Third Party Beneficiary

- 6.7.1 Registration of Third Party Beneficiary allows the Customer to register the Beneficiary account (Any bank other than Al Hilal either within UAE or outside UAE) to whom he wants to make a transfer ("Third Party Beneficiary").
- 6.7.2 The Customer shall fill the required information as may be required by Al Hilal Online from time to time including without limitation Beneficiary address, account number, currency, country, bank name, branch and the swift code.
- 6.7.3 Customer cannot add the same Beneficiary again in the system.
- 6.7.4 Customer can view the Beneficiaries registered by him/her in Al Hilal Online.
- 6.7.5 Customer will be able to edit/delete the Beneficiaries from the list shown to him/her.

7. UTILITY BILL PAYMENTS

- 7.1 Bill Payments services allow the Customer to pay their utility bills from Customer's Account or through his Card to Specified Entities in UAE. The Customer can also view whether the instruction is pending or completed for Bill Payment and add/delete the Specified Entities or its details.
- 7.2 The Customer authorizes the Bank to follow the payment Instructions provided under these Terms and Conditions. The Customer will provide the Bank with their consumer reference number, Account number and/or any other information relating to the Specified Entities in carrying out a Bill Payment request. When the Customer initiates a Bill Payment request, he authorizes the Bank to charge his Account or Card with the amounts provided in the Transaction and to pay such amounts to the Specified Entity on Customer's behalf.
- 7.3 Typically, Bill Payments request take up to three (3) Business Days to reflect the movement of the funds from the Customer's Account to the Specified Entities subject to clause 7.5 and 7.7 below.
- 7.4 Bill Payments requests are executed as per the Customer's Instructions and the Customer's Account or Card will be debited on the Business Day after the Bill Payments request is processed.
- 7.5 While it is anticipated that most Bill Payments requests will be processed and completed on the Business Day after the Customer's selected Bill Payments process date, the Customer agrees that due to circumstances beyond the control of the Bank some Bill Payments requests may take longer to be posted to the account at the Specified Entity. For this reason, the Bank recommends that the Customer selects a Bill Payments process date at least five (5) Business Days before the actual due date of the relevant payments. The Customer agrees that the Bank will not be responsible for any payments that are received or processed by the Specified Entities after the intended date of payment, or that result in a late charge or penalty imposed by the payee, if the Customer does not follow the above recommendation. In such an event, the Customer agrees that he/she shall have the sole risk of incurring and the sole responsibility for paying any and all late charges or penalties imposed by the payee.

- 7.6 Only Specified Entities within UAE may be paid by using the Bill Payments service. The Customer understands and agrees that any Bill Payments Instructions will be subject to the Cut-Off Time and daily Limits.
- 7.7 The Bank reserves the right to reject a Bill Payments request, if there are insufficient funds available in the Customer's Account, or in the usable balance in the Customer's Account or for any other reason.
- 7.8 Pay Bill: This service will enable the Customer to make Bill Payment to various utility Specified Entities to which Al Hilal Bank Service caters to.
 - 7.8.1 The outstanding amount due will be provided only for the online Specified Entities and will not be provided for offline Specified Entities unless otherwise shared by service provider.
 - 7.8.2 Charges will be debit from the Customer provided debit Account/Card Account for the Bill Payment.
 - 7.8.3 If accessed through Mobile banking Customer has to enter his/her "transaction password" for verification purposes only when adding a new payee.
 - 7.8.4 Partial payment of the bill amount and the restriction on the maximum and minimum amount to be paid may be different from service provider to another.
 - 7.8.5 Customer should have sufficient Limits to make payment for utility bill. Limit consumption for Customer will be based on the limit set for the Customer according to the Bank's policy.
 - 7.8.6 For recurring/scheduled payments, limits for the Transaction will be consumed while initiations of the Transaction itself on the Transaction date, so that the Transaction Limit for that day is met.
 - 7.8.7 The Transaction currency will be the currency of the debit Account/Card Account.
- 7.9 Pay Multiple Bills: This service will enable the Customer to make payment to multiple utility Specified Entities to which Al Hilal Bank Service caters.
 - 7.9.1 Customer can use 'Pay Multiple Bills' on the Website option to make payments only if the Beneficiaries already added in the Al Hilal Online system.
 - 7.9.2 Customer can add or remove the Beneficiaries from Al Hilal Online system.
 - 7.9.3 The Customer shall enter the information required according to Al Hilal Online Services system.
 - 7.9.4 The Transaction currency will be same as the debit Account/Card Account currency.
 - 7.9.5 Customer should have sufficient Limits to make payment for utility bill.

8. Charity Payment

Charity Payment service will provide the Customer with the option to make payment to charity organization which Al Hilal Bank has tie-up.

- 8.1 The Transaction currency will be the debit Account/Card Account currency.
- 8.2 If the debit Account currency is not same as credit account currency, then the Bank's prevailing exchange rate shall apply.
- 8.3 Charges will be debited from the Customer's debit Account/Card Account for the Charity payment.
- 8.4
- 8.5 The Transaction start date entered by the Customer should be current date or future date.
- 8.6 The transaction end date entered by the Customer should be a future date.
- 8.7 The Customer should have sufficient Limit to make payment for charity payment.
- 8.8 Limit consumption will be based on the Limits set out by the Bank
- 8.9 For recurring/scheduled payments, Limits for the Transaction will be consumed while initiations of the Transaction itself for the Transaction date, so that the Transaction Limit for that day is met.

9. Utility Bill Payment: Payment History

This service will provide the view of the Bill payment, Credit Card/Covered Card Payment and charity payments made by the Customer through Al Hilal Online.

- 9.1 The payment history will show the list of payments made towards bill payment, charity payment and credit Card/Covered card payment.
- 9.2 Payment history will provide the details about the past payment Transaction and future payment Transaction.
- 9.3 Payment to the following utility Specified Entities will be available through Al Hilal Online.
 - 9.3.1 ADDC
 - 9.3.2 AADC
 - 9.3.3 DEWA
 - 9.3.4 SEWA
 - 9.3.5 Etisalat GSM
 - 9.3.6 Etisalat elife/Landline
 - 9.3.7 Etisalat Dialup
 - 9.3.8 Etisalat WASEL Recharge
 - 9.3.9 Etisalat WASEL Renewal
 - 9.3.10 Etisalat Al SHAMIL
 - 9.3.11 DU Post Paid
 - 9.3.12 DU Prepaid
 - 9.3.13 DU Landline
 - 9.3.14 DU broadband
 - 9.3.15 Du TV
 - 9.3.16 SALIK
 - 9.3.17 The Specified Entities may be amended by the Bank from time to time as may be announced by the Bank.

10. CREDIT CARDS/COVERED CARDS SERVICES

The Bank provides the following services:

10.1 Credit Card/Covered Card Summary

- 10.1.1 This service summary will provide the Customer with the overview of all his/her own Credit Cards//Covered Card.
- 10.1.2 Both primary and supplementary Cards can be accessed by the Customer.
- 10.1.3 The Card balance will only get updated once the Customer performs a Transaction from Al Hilal Online involving that Card.

10.2 Credit Cards: Credit Card Details

Al Hilal Online will provide the Customer with the complete details of his Credit card Al Hilal Online.

10.3 Credit Cards: Credit Card Transaction History

Credit Card Transaction history will provide the customer with the option to search on the Transaction performed through the Credit Card

10.4 Credit /Covered Card Statement

- 10.4.1 Credit Card details will provide option for the Customer to view the past Statement of Card.
- 10.4.2 Customer can view the statements for primary Card account only.

10.5 Credit Cards: Credit Card Payments

- 10.5.1 Credit Card Payments will provide the Customer with option to make payment to Al Hilal Bank Credit Cards/Covered Cards through Al Hilal Online.
- 10.5.2 Customer can pay to his/her own Credit Cards/Covered Cards (only primary card).
- 10.5.3 The Transaction currency will be same as the debit Account currency.
- 10.5.4 The Transaction start date should accept only current date or future dates.
- 10.5.5 Customer shall have sufficient Limits to make payment for Credit Card/Covered Card.
- 10.5.6 Limit consumption for Customer will be based on the limit set for the Customer according to the Bank's policy. Limit consumption for customer will be based on the Limit set for the Customer.
- 10.5.7 The Bank reserves the right to reject a payment Instruction due to insufficient available funds or for any other reason at the Bank's sole discretion. The status of a Card Payment service request can be viewed online as pending, completed or declined.

11. SERVICE REQUESTS

Service Requests is an offline business functionality provided to the Customer to request for the various services offered by the Bank.

11.1 Operative Account Service Requests

- 11.1.1 Additional Account Opening Request: Customer can open an Additional Account from Al Hilal Online. (this is only applicable on Internet Banking, Service requests are not available through AL Hilal Mobile banking)
- 11.1.2 Customer can initiate this request only if he / she has an operative account with the Bank.
- 11.1.3 The Customer shall provide the Bank with all required information/documents including the relevant 'know your customer' or anti money laundering information required.

11.2 Account Statement Request

- 11.2.1 Customer can request for a paper statement for an operative account from Al Hilal Online.
- 11.2.2 Customer can initiate this request only if he/she has an operative account with the Bank.

11.3 Cheque Book Request

- 11.3.1 Customer can request for a cheque book issue through Al Hilal Online
- 11.3.2 Customer can initiate this request only if he/she has a current account with the Bank.
- 11.3.3 Customer should have at least one active current account access to place a request for cheque book.
- 11.3.4 Subject to the Bank's sole discretion and prior approval, the Bank may consider accepting a request to stop payment of a Customer's cheque through Al Hilal Online.

11.4 Term Deposit Account Opening

- 11.4.1 Customer can open a term deposit through Al Hilal Online
- 11.4.2 Customer can open a deposit account only if customer has active operative account.
- 11.4.3 The Customer shall provide the information/documents that may be required according to Al Hilal Online Services including the relevant 'know your customer' or anti money laundering information required.
- 11.4.4 Customer should accept the terms and conditions for term deposit account opening as included in the General Terms and Conditions.

- 11.4.5 Deposit amount should be more than 25,000 Dirham or equivalent.
- 11.4.6 Currency of the term deposit account should be same as of debit account currency.
- 11.4.7 Account opening date should not be more than two weeks from the current date.
- 11.4.8 Account opening should be made in A Business Day.
- 11.4.9 Currency of the Account to which profit to credit should be same as the deposit account currency.
- 11.4.10 Final Maturity Date to be mentioned by the Customer should be in multiple of the tenor selected by the Customer.
- 11.4.11 Customer passport and visa validity be valid till the term deposit account opening date.

11.5 Wakala Deposit Opening

- 11.5.1 Customer can open a Wakala deposit through Al Hilal Online.
- 11.5.2 Wakala deposit opening request will be an offline type of request.
- 11.5.3 Customer can open a Wakala deposit only if he/she has an active operative account.
- 11.5.4 Deposit amount should not be less than 5,000,000 Dirham or equivalent.
- 11.5.5 Currency of the deposit should be same as of debit account currency.
- 11.5.6 Investment date under Wakala deposit should not be more than 2 weeks from the current date.
- 11.5.7 Wakala term should be multiple of months with 1 month as the minimum and 12 months as the maximum.
- 11.5.8 Customer passport and visa shall be valid on the Investment date.

11.6 Credit Cards/Covered Cards Service Requests

The following Service services will be provided by the Bank:

11.7 Credit Card/ Covered Card Statement

- 11.7.1 Customer can request for a paper statement for Credit Card through Al Hilal Online.
- 11.7.2 Customer can initiate this request only if he / she already have an access credit card of the Al Hilal Bank.
- 11.7.3 This request is applicable for Primary credit cards only.
- 11.7.4 Customer should have least one active primary credit card to place a request for the credit card statement.

11.8 Supplementary Card Request

- 11.8.1 Customer can request for Supplementary Card through Al Hilal Online.
- 11.8.2 Customer can initiate this request only if he/she already has an access Credit Card/Covered Card of the Al Hilal Bank.
- 11.8.3 Customer should have least one active primary credit card to place a request for the Statement of Card.
- 11.8.4 The person to whom the supplementary card to be issued should have a valid passport and visa.
- 11.8.5 The age of the person to whom Supplementary Card to be issued should be more than 18years.

11.9 Damage Card Replacement Request

- 11.9.1 Customer can request for a replacement of the damaged Card and Debit cards through Al Hilal Online.
- 11.9.2 Customer should have a Credit linked to the User Id, to initiate this request.
- 11.9.3 Customer should have at least one active Card to place a request.

11.10 Stop / Block Card Request

- 11.10.1 Customer can request to Stop / Block card through Al Hilal Online.
- 11.10.2 Customer should have Credit Card or Electronic Card linked to the User Id, to initiate this request.
- 11.10.3 Customer should have a Card linked to User ID to place the request.

11.11 New Electronic Card Request

11.11.1 Customer can place a request for new Electronic Card for an operative account.

11.11.2 Customer needs to have an operative account inked to his/her User Id, to initiate the request.

11.12 Transfers Service Requests

The following Service Requests will be provided to the Customer:

11.12.1

11.12.2 11.23 Indemnity

11.12.3 The Customer unconditionally and irrevocably shall fully indemnify the Bank, (and its directors, officers, employees and agents) to the fullest extent permitted by law, and, at all times, hold the Bank harmless, against any and all claims, demands, actions, suits, damages and liabilities of whatsoever nature actually incurred or suffered by the Bank which arises out of the subject matter of clauses 11.21 ,11.20 and 11.22 or the arrangements and transactions contemplated by such clauses.

12. General Service Requests

12.1 Address Change Request

12.1.1 Customer can update his/her address and contact details from Al Hilal Online.

12.1.2 Customer can update residential, office address and Contact Number.

12.1.3 The Customer shall provide the following information to initiate an Address Change Request of the residential Address or Official Address which includes without limitation, Flat/Villa No, Building Name/Number, Street, Emirate/ State, P O Box, Town/City, Nearest Landmark, Country, Telephone Number and Mobile Number. Home Country Telephone Number and E- Mail Id.

12.1.4 The Customer agrees to promptly notify the Bank in writing of any changes to information that the Customer has provided to the Bank electronically or in writing, and which includes, without limitation: (a) contact details such as address (office or residential), telephone number, mobile number, facsimile number, and e-mail address, (b) employment details, (c) business details, (d) nationality or residence status, or (e) the validity of the Customer's passport.

12.2 Demand Draft Request

12.2.1 Customer can request for Demand Draft (DD) from Al Hilal Online.

12.2.2 Customer should have an operative account with the Bank, to initiate this request.

12.3 Disable from Al Hilal Online

Customer can request for disabling himself/herself for Al Hilal Online.

12.4 Service Request Status Inquiry

Customer can search and check the details and status of the service from Al Hilal Online.

12.5 MAIL

Mail is a business functionality provided to the Customer to perform a secured communication with Bank's relationship managers. It enables the Customer to communicate with the relationship manager and for the relationship managers to communicate back to the Customers through Al Hilal internet Banking

12.5.1 Mails Inbox functionality will provide the customer with the option to view the list of mails sent to him/her.

12.5.2 Customer can also view the complete details of each and every mail in his/her Inbox.

12.5.3 Customer can either reply to the mail or delete the mail or can move the mail to different folders from Inbox.

- 12.5.4 Mails Compose functionality will provide Customer with the option to send mail to the Bank.
- 12.5.5 Sent Mail functionality will provide customer with the option to view the list of mails sent by him/her.
- 12.5.6 Customer can also view the complete details of the each and every sent mail.
- 12.5.7 Mail Trash functionality will provide customer with the option to view the list of mails deleted by him/her from Inbox, sent mails and Folders.
- 12.5.8 Mail Alert Inbox functionality will provide customer with the option to view the list of mail alert sent to him/her by the Relationship Managers.
- 12.5.9 Folders functionality will provide customer with the option to manage

12.6 ALERTS

Alert Module is a business functionality provided to the Bank Customer to perform Alert related functionalities.

13. Indemnities

- 13.1 The Customer unconditionally and irrevocably shall fully indemnify the Bank, (and its directors, officers, employees and agents) to the fullest extent permitted by law, and, at all times, hold the Bank harmless, against any and all claims, demands, actions, suits, damages and liabilities of whatsoever nature (any such actual liability being hereinafter referred to as a "Claim") actually incurred or suffered by the Bank, where such Claim in any way whatsoever relates to or arises out of the subject matter of these Terms and Conditions or the arrangements and transactions contemplated by these Terms and Conditions together.
- 13.2 The Customer shall indemnify the Bank in respect of all costs and expenses (including legal fees) actually incurred by the Bank in the preservation and enforcement of its rights under these Terms and Conditions arising out of the Customers' negligence and breach of the provision of these Terms and Conditions.
- 13.3 The indemnities given under this Clause will survive the termination of these Terms and Conditions provided that the indemnities relate to Claims arising prior to these Terms and Conditions.

14. Authority, No Conflict

The Customer represents that it has the full right, power and authority to use Al Hilal Online Services and to accept the Terms and Conditions and to perform its obligations under these Terms and Conditions. The Customer acknowledges that these Terms and Conditions constitute a legal, valid and binding obligation on it enforceable against and warrants that its entering into and performing under these Terms and Conditions will not result in a breach nor constitute a default under any applicable law or any agreement or contract to which the Customer is a party.

14.1 Limitation of Liability

Under no circumstances, including without limitation negligence, will the Bank be liable for any indirect, special, incidental or consequential damages, including without limitation loss of use, loss of data or lost profits, arising out of the use or inability to use the Website. The Bank's maximum liability for damages to the Customer or its equipment's shall be limited to the annual fees paid by the Customer for utilizing Al Hilal Online Services and the Bank shall not be responsible for any indirect or consequential damages in connection therewith.

14.2 Intellectual Property

- 14.3 The Customer acknowledges and agree that the Proprietary Intellectual Property are owned by, or licensed to the Bank, its affiliates, or subsidiaries, and that the Customer's access to the Al Hilal Online Services does not grant, and shall not be construed as granting by implication, estoppels or otherwise, any license to use or other rights to the Proprietary Intellectual Property.
- 14.4 The Customer acknowledges and agrees that it has no right in the Proprietary Intellectual Property and unless otherwise

stated, permission is granted only to display, copy, and download the Proprietary Intellectual Property in connection with the use of the Al Hilal Online Services for the Customer's own personal non-commercial use, provided that the Customer doesn't not modify the materials and shall not copy, reproduce, republish, broadcast, download, store (in any medium), transmit by any means, including but not limited to electronic, mechanical, photocopying, recording or otherwise, show or play in public, adapt or change in any way the said content for any purpose whatsoever.

- 14.5 The Customer acknowledges and agrees that any use of the Proprietary Intellectual Property without the prior written authorization of the Bank or any other relevant third party shall amount to the infringement of the Proprietary Intellectual Property and that the Customer shall be liable for all claims, losses, as well as, direct, indirect, special, punitive, consequential, compensatory or incidental damages and attorneys' fees actually arising out of such infringement.
- 14.6 The Customer agrees to notify the Bank as soon as it is aware of any infringement of the Proprietary Intellectual Property or becomes aware of or suspects any unauthorised third party access to or use of Proprietary Intellectual Property.
- 14.7 In case of the Customer's violation of or infringement of the Proprietary Intellectual Property rights by any means, the Customer shall on demand indemnify the Bank for all cost, expenses, fees, damages which the Bank may actually incur as a result of such infringement and the Bank shall be entitled to terminate the provision of any Al Hilal Online Services to such Customer. This clause survives termination of the Agreement.

15. General Provisions


- 15.1 The Customer acknowledges that it has not been induced to enter into these Terms and Conditions by any representation or warranty not set forth in these Terms and Conditions.
- 15.2 If any provision of these Terms and Conditions (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder hereof, shall not in any way to be affected or impaired thereby.
- 15.3 Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.
- 15.4 The Bank may assign its rights and delegate its duties under these Terms and Conditions to a company affiliated with the Bank or to any other party. The Customer acknowledges that it possesses neither the power nor the right and in no way, shape or form to assign these Terms and Conditions in whole or in part.
- 15.5 The Bank does not guarantee good and timely execution of Transactions. The Bank will not be liable for any direct, indirect, incidental, special or consequential damages if the Bank's failure to complete any Transaction under the Online Banking Services resulted from an error that was bona fide and not intentional, notwithstanding the Bank's procedures to avoid such error.
- 15.6 The Bank reserves the right to decline any application for Al Hilal Online without assigning any reason.
- 15.7 The Customer agrees to accept and comply with the instructions of or associated with Al Hilal Online.
- 15.8 The Customer agrees that the Bank's record of any Financial Transaction or Non-Financial Transactions or Bill Payment conducted through Al Hilal Online shall be conclusive evidence of such transaction(s) and legally binding on the Customer for all purposes.
- 15.9 The Customer agrees to accept all operations carried out by the Security Codes on its Account(s) using Al Hilal Online specified in the Online Banking Application and/or advised separately to the Bank whether in writing or through Al Hilal Online Services. The Bank may recover any amount due to it under these Terms and Conditions by debiting the Account(s) with the Bank whether these Accounts are associated or not with Al Hilal Online.
- 15.10 The Bank may charge a service fee at the rate(s) specified by the debit(s) to the Customer's Account which is specified in the Online Banking Application. The Bank may change its service fee rate(s) at any time by giving notice as per the Bank's "General Terms and Conditions").

15.11 The Bank:

- 15.11.1 may appoint Agents to carry out any duties in connection with providing Al Hilal Online and may delegate to such agents the power to perform any function which the Bank is entitled or obliged to perform
- 15.11.2 shall accept no responsibility should any of its Agents fail to meet the value date of a Financial Transaction due to time constraints, time difference between regions or regional holidays;
- 15.11.3 shall have no responsibility for failure or non-performance of Al Hilal Online beyond the control of the Bank or its agents;
- 15.11.4 Shall be entitled to act on any Customer instruction received through Al Hilal Online, which may include mail message, Financial Transactions or Non-Financial Transactions without any further reference to the Customer and without requiring written verification from the Customer. Any such instruction shall be deemed to have been made in accordance with the Customer's banking mandate;
- 15.11.5 shall accept no responsibility for the correctness of any Financial Transaction or Non-Financial Transaction or Bill Payment undertaken by the Customer, and the Customer shall have no right whatsoever to demand a refund, cancellation or reversal of any Financial Transaction;
- 15.11.6 or its agents shall not be responsible for any loss or damages or immediate refund which may arise from the failure to properly identify the Beneficiary or for non-payment of any Payment instruction because of loss, theft, misplacement, mistake, omission, or mutilation;
- 15.11.7 Shall not be liable for any loss or damage where the Customer uses Al Hilal Online to pay utility organization(s) and other institutions which maintain arrangements with the Bank. The Customer will be solely responsible for: (a) providing the Bank with the correct user/consumer/reference number and any subsequent changes; and (b) settling disputes of any nature with the Beneficiary;
- 15.11.8 Shall not accept any claims for compensation of profit or income, loss of profit or value dating for any Financial Transaction carried out through Al Hilal Online.
- 15.11.9 Shall have the right to reject or cancel any Financial Transaction or Non-Financial Transaction in the event of any transaction being incomplete, inconsistent, incorrect or in the breach of any statutory or regulatory legislation.
- 15.12 Financial Transaction(s) will be implemented subject to the availability of cleared funds in the relevant Account(s).
- 15.13 The Customer and the Authorized Signatory:
 - 15.13.1 confirm that they will not disclose the Security Codes others and will safeguard these strictly in a private and confidential manner; and
 - 15.13.2 Undertake to change the Security Codes frequently and to inform the Bank immediately in the event of any of the Security Codes being fully or partly compromised.
- 15.14 The Bank shall have no liability for any misuse of Al Hilal Online:
 - 15.14.1 by any Customer or any unauthorized third party and shall be entitled to act, without reference to the Customer, on any instruction received through use of the Customer's Security Codes; and
 - 15.14.2 Where the misuse results from the Customer's non-compliance with reasonable security procedures or these Terms and Conditions or any specific security procedures advised to the Customer by the Bank from time to time.

16. Governing Law & Jurisdiction

- 16.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Emirate of Abu Dhabi and the Federal laws of the UAE to the extent they do not contradict with Islamic Shariah as interpreted by the Fatwa and Shariah Supervisory Board of Al Hilal Bank and the Customer hereby irrevocably submits to the exclusive jurisdiction of the courts of Abu Dhabi to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions.

- 
- 16.2 The Customer irrevocably waives any objection which it might now or hereafter have to the courts referred to in this Clause being nominated as the forum to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions made hereunder and agrees not to claim that any such court is not a convenient or appropriate forum.
- 16.3 Submission to the jurisdiction of the courts of Abu Dhabi shall not limit the right of the Bank to bring proceedings against the Customer in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.
- 16.4 The Customer acknowledges that the Transactions contemplated under these Terms and Conditions are commercial transactions. Subject to Law No. 10 of 2005 and Article 247 of Federal Law No. 11 of 1992, to the extent that the Customer may claim for itself or its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed to the Customer or its assets or revenues, the Customer agrees not to claim and irrevocably and unconditionally waives such immunity in relation to any Proceedings. Further, subject to Law No. 10 of 2005 and Article 247 of Federal Law No. 11 of 1992, the Customer irrevocably and unconditionally consents to the giving of any relief or the issue of any process, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any proceedings.
- 16.5 The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the UAE. The mere fact that the Al Hilal Online Services can be accessed through Internet by a Customer in a country other than UAE shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/ or the operations in the Internet accounts of the Customer and / or the use of Al Hilal Online.