



Terms and Conditions of Al Hilal Bank Credit and Debit Card online authentication service

The below “Terms and Conditions” govern the Al Hilal Bank online transaction authentication service, which shall apply to the Customer (defined below) in addition to the Bank’s General Terms and Conditions for Accounts and Banking Services and the Bank’s Covered Card Terms and Conditions available on the Bank’s website www.alhilalbank.ae (together referred to as the “Agreement”). You hereby acknowledge and undertake that you have read and understood these Terms and Conditions and you shall always remain bound by them.

By using the Service (defined below), for any Card Transaction (defined below) you irrevocably agree to be bound by these Terms and Conditions. Unless defined in these Terms and Conditions the capitalised words used in these Terms and Conditions shall bear the same meaning as defined in the Bank’s General Terms and Conditions for Accounts and Banking Services and/or the Bank’s Covered Card Terms and Conditions available on the Bank’s website www.alhilalbank.ae.

1. DEFINITIONS

In these Terms and Conditions, where the context so admits, the following expressions shall have the meaning herein designated unless the context otherwise requires:

Affiliates means the Bank’s subsidiaries, parents, shareholders, affiliates, associates, directors, employees, officers, representatives, branches, partners, professional advisors, service providers, assignees, agents, insurers, third party contractors, third party banks and financial institutions, the Scheme (to the extent applicable), credit reference agencies or reporting agencies, debt collection agencies and their respective successors, but excluding the Merchant (defined below);

Applicable Laws means any applicable law (including but not limited to any laws and regulations issued by the Central Bank or any other regulator of the Bank), Regulation, ordinance, rule, decree, voluntary code, directive, sanction regime, judgment or court order issued by a court having jurisdiction in the UAE, agreement between Bank and any government and regulatory authority, or agreement or treaty between government and regulatory authorities (in each case, whether local, foreign or international);

Bank means Al Hilal Bank PJSC or any of its branches, subsidiaries or its successors and assigns;

Card means the covered or debit card (which includes Primary Card, new, renewed and replacement cards and any Supplementary Card (both supplementary debit card and/or covered card) issued by the Bank and used by the Card Member or the Cardholder for accessing or utilizing the Online Authentication Service (defined below) and/or performing the Card Transaction (defined below);

Card Transaction means any purchase of goods or service, or any other transaction effected by the use of a covered Card or debit Card (including any Supplementary Card) by the Cardholder or the Card Member, covered card number, PIN, OTP (defined below), RBA (defined below) or in any other manner authorised by the Cardholder (or Supplementary Card Member or Supplementary Card Nominee as the case may be);

Customer means the Cardholder or the Card Member;

Liability means (whether arising in relation to you, to the Bank or to any third party) any loss, claim, demand, delay, obligation, expense, damage, cost, proceedings, penalties or charges or any other liability including legal costs, for any loss however caused (including any loss whether direct, indirect, consequential or incidental, even if advised of the possibility of such loss or damages) and irrespective of whether any claim is based on the loss of profit, business revenue, investment, goodwill, interruption of business or anticipated savings or loss of data;

Merchant means any party supplying goods and/or services who accepts the Card as a mode of payment or reservation for the Card Transaction from any party;

Mobile Device means any electronic device used by the Customer to perform the Card Transaction or use or utilise the Service (defined below) (for example, a smart phone or tablet or laptop or computer or any other type of electronic device);

OFAC means the Office of Foreign Assets Control of the US Department of the Treasury;

Online Authentication Service means the anti-fraud systems and service provided through Verified by Visa (VbV and MasterCard SecureCode (MSC) for additional security of online transactions when performing the online Card Transaction at VbV / MSC enabled Merchant over the internet (the “**Service**”);

OTP means a one-time password sent to you by the Bank in connection with a Card Transaction or for any other use of the Bank’s product or service requiring such a password;

Password means a unique alpha-numeric expression or sign or design or any other feature used by the Customer to access the Mobile Device or use the Mobile Device or access the Service or any other service or product of the Bank;

RBA means risk based authentication as defined under clause 4.4.

Records means any data, recording, book, documentation, record or account maintained by the Bank in any form, whether originals or copies, including but not limited to printout, digital, electronic, audio or video in respect of a Customer, the Customer’s use of any Bank’ product or service, including but not limited to the Service, Card and any dealings or correspondence with the Customer or Mobile Device information;

Regulations means any sanctions programs, tax regulations or other regulations or recommendations including without limitation, embargoes, sanctions, and export controls against countries, states, entities, vessels or persons issued by the United Nations, OFAC or any other applicable body or jurisdiction (in each case, whether local, foreign or international);

Security Information means Customer User ID, OTP, Password, PIN, vocal password, card verification value, Mobile Device data/and or identification number, your secret answers to any security questions and any other information that Bank may require you to provide in order to access the Service or performing any Card Transaction;

Unforeseen Circumstances means acts of God all unforeseen circumstances outside of the Bank's or its Affiliate's control, which impacts the Bank or its Affiliate's ability to perform any of its obligations under these Terms and Conditions including, without limitation, failure or unavailability or impairment of telecommunications systems and communications networks, computer or data processing/storage facilities or any other facilities or services including but not limited to the Service used or provided by the Bank or its Affiliates, mechanical failure, power failure or variation in the supply of power, malfunction, breakdown or inadequacy of equipment, machinery, systems or software failure, Virus, strikes, riots, acts of war, lockouts or industrial disturbances and/or governmental action;

Virus means a computer virus and/or other mobile code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable or disrupt any software, hardware, data or other property;

We, Us and Our means the Bank and its suppliers of the Card processing and web-hosting services; and

You, Your and Yours means the Customer;

2. ACCEPTANCE OF TERMS

- 2.1 You hereby agree and accept that the Terms and Conditions may be updated and amended by us from time to time, on our sole discretion, without notice to you. Use of the Service constitutes your acceptance of the Terms and Conditions. In addition, when using the Service, you shall be subject to any guidelines or rules applicable to the Service that may be posted from time to time on the Bank's website or any other channel use by the Bank for communication with you or posted by the Scheme on their website or any other information channel used by the Scheme.
- 2.2 You agree that use of the Service will represent your acceptance of the Terms and Conditions and that continued use of the Service after revisions to the Terms and Conditions shall constitute your agreement to such revised Terms and Conditions and any applicable posted guidelines or rules.
- 2.3 Unless explicitly stated otherwise, any new feature that augment, enhance or otherwise change the Service shall be subject to the Terms and Conditions.
- 2.4 The Bank reserves the right at any time and from time to time to modify or discontinue the Service (or any part thereof), temporarily or permanently, at its sole discretion, with or without notice. You will not be entitled to any indemnity or compensation of whatsoever nature arising out of or in connection with such modification or discontinuance of the Service by the Bank.
- 2.5 Whilst the Bank and its Affiliates will use reasonable efforts to ensure the availability of and access to the Service in accordance with these Terms and Conditions, availability and access to one or more feature of the Service may be delayed, restricted or limited from time to time, without the need for further consent or approval from you or notification to you, in order for the Bank to carry out any planned or unplanned and regular or one-off upgrades, maintenance or repairs of the Bank's premises, banking systems or website or which may occur as a result of a delay or disruption to any service or system used by the Bank in providing or processing the Service (a "**Service Disruption**"). To the fullest extent permitted under Applicable Laws, the Bank and its Affiliates shall not be responsible for, and you shall indemnify and hold harmless the Bank and its Affiliates from and against, any Liability arising directly or indirectly out of any Service Disruption.

3. DESCRIPTION OF THE SERVICE

- 3.1 The Service provides you with a way of increasing security for all online/ecommerce Card Transaction, for which VbV / MSC is used, by reducing the chances of fraud for those transactions.
- 3.2 In order to use the Service, you must have the ability to access the internet and must pay any service fees (if any) associated with such access. In addition, you must have the Mobile Device necessary to make such a connection to the internet. For avoidance of doubt the Service is limited to online and internet transactions only.
- 3.3 In the event you have a question regarding the Service or a transaction using the Service, you should direct that question to the Bank.
- 3.4 By using the Service, you irrevocably agree that the Card Transaction can be authenticated through the OTP or RBA, as stated in clause 4 below or any other mean used by the Bank or the Scheme from time to time.

4. USING THE ONLINE AUTHENTICATION SERVICE

- 4.1 When you use the Service for the Card Transaction at any VbV/MSC enabled Merchant over the internet, an electronic receipt will be presented to you at the end of the checkout process. The electronic receipt will include details of your Card Transaction, such as Merchant name, purchase amount and date.
- 4.2 Depending on the nature of your Card Transaction and inbuilt risk based authentication parameters set under the Service you may be required to, sign the receipt using your OTP, which will be sent to your mobile telephone number or email address registered with the Bank as per the Records and click 'Submit' to proceed with the Card Transaction. If the incorrect OTP is entered more than three (3) times the session will be blocked. If you did not receive your OTP or it was not input within the required timeframe, a new OTP can be sent by clicking on the 'Resend OTP' link. Repeated failure to input the correct PIN or OTP may result in your Card becoming blocked or in the imposition of other restrictions on its use, as prescribed by the Bank from time to time.
- 4.3 With regard to the Card Transactions that require an OTP, the Bank will send the OTP to your registered mobile number and/or email address (as shown in the Records). If a Supplementary Card is used for a transaction that requires an OTP, the Bank will send the OTP to the registered mobile number and email address of the Supplementary Card Member or Supplementary Card Nominee (as shown in the Records), as applicable. As Primary Cardholder, you must ensure that your contact details (and those of any Supplementary Card Member or Supplementary Card Nominee) are always up to date with the Bank.
- 4.4 The Bank during the process of the authenticating the Cardholder/Card Member and the Card Transaction shall obtain transactional data and other information including but not limited to your Mobile Device information and further use such data and information to allow the Card Transaction to be authenticated through a process called risk based authentication ("RBA"), which shall not require the OTP.
- 4.5 Where the Card Transaction is authenticated under the Service through RBA, the Bank shall solely rely on the transaction data received from the Merchant and pattern of Card Transaction performed by the Cardholder/Card Member in past, with the Merchant, through the same Mobile Device.
- 4.6 The Bank reserves the right in its sole discretion to replace or cancel your Card or deny the Card Transaction or to add, replace, reset or cancel your PIN or OTP or any other security or authentication features with respect to your Card.
- 4.7 You must notify the Bank promptly and keep it updated of any change in your mobile telephone number or email registered with the Bank in its Records. The Bank assumes no Liability for any failure on your part to update the Records at the Bank

and you will indemnify and hold harmless the Bank and its Affiliates from any Liability arising out of any failure by you to provide the Bank with any information or documents that it requests, as well as for any error, omission, inadequacy or inaccuracy in any information and/or documents that you provide to the Bank and/or failure on your part to update the Records.

5. OTP AND SECURITY

- 5.1 You are solely responsible for maintaining the confidentiality of your OTP and other verification information established by you with the Service, and all activities that occur using your OTP or other verification information supplied to or established by you with the Service.
- 5.2 You agree not to transfer or sell your use of, or access to, the Service to any third party.
- 5.3 You agree to immediately notify us of any unauthorized use of your OTP or other verification information or the Security Information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by the Applicable Law, the Terms and Conditions or the Agreement, we shall not be liable for any Liability arising out of or in connection with your failure to comply with the Terms and Conditions.
- 5.4 You must not allow your Card, PIN and OTP, Security Information to be used by any other party and you must at all times ensure that your PIN and OTP and Security Information are not disclosed to any other party and that your Card is kept in a safe and secure place.
- 5.5 If your Card is lost, stolen or damaged, or if the PIN or OTP or Security Information are disclosed to or discovered by any other party, you must immediately notify the Bank of the incident by contacting the Bank. If necessary under the laws of the country in which such incident occurred, you will also need to report the incident to the police in that country. If you recover the lost or stolen Card, you must immediately destroy it. Neither you nor any Supplementary Card Member or Supplementary Card Nominee may use the PIN or OTP after their disclosure to or discovery by any other party.
- 5.6 The Bank may in its sole discretion, and subject to your payment of any relevant charges, issue a replacement for any lost, stolen or damaged Card or for a new PIN or OTP.
- 5.7 If you wish to cancel a Card Transaction after entering your PIN, OTP, signing or otherwise confirming it through RBA or otherwise, you will need to contact the relevant Merchant.
- 5.8 In addition to any other exclusion of its Liability under these Terms and Conditions, to the fullest extent permitted under Applicable Laws, neither the Bank nor its Affiliates will be responsible for any Liability arising out of:

(A) any Card Transactions whether or not they are:

- i) effected via the internet;
- ii) effected with your PIN, OTP, knowledge or express or implied authority or RBA; or
- iii) the result of a fraudulent act (unless the fraudulent act was by the Bank);

(B) The Bank, the Merchant, any other bank, financial institution, Scheme or any or other party refusing to:

- i) allow a Card Transaction; or

ii) accept your Card, its number, OTP or PIN;

5.9 As part of its authorisation and fraud prevention procedures, the Bank may also refer an authorisation request back to the Merchant and request further details or identification from you. The Bank may in its sole discretion contact you (including on a recorded line) to verify a Card Transaction.

6. PRIVACY OF DATA

6.1 You hereby expressly consent that the Bank can use, collect and store your data, transaction data applicable to your Card Transaction, your Mobile Device information used for the Card Transaction and your personal information (the “Data”) for the purpose of the Service and the Agreement.

6.2 Your Data will not be shared with online retail Merchant or merchants in other transaction for which VbV or MSC is used.

6.3 You acknowledge and agree that the Bank or VbV / MSC may keep your Data and also may disclose your Data if required to do so by the Applicable Laws, in the good faith belief that such retention or disclosure is permitted by the Applicable Laws, or as reasonably necessary to (i) comply with legal process and proceedings or (ii) enforce the Terms and Conditions.

6.4 You irrevocably agree that we may use the Data you have provided to administer the Service.

6.5 You irrevocably agree that we may transfer your personal information and Data to another country outside the United Arab Emirates for the purposes of managing and administering the Service and we will ensure that the security of your Data is maintained.

6.6 You irrevocably agree we may provide the police or any prosecuting authority any information obtained in connection with your Card Transaction in order to allow them to investigate any suspected use of your security details.

6.7 You irrevocably agree that the Bank may disclose your Data or information, in the Records, for the purpose of the performance of the Service or the Card Transaction and authentication with any party or the Scheme that provides services to you through the Bank as an intermediary.

6.8 For the purposes of each or any of the disclosures referred to in this clause 6, you expressly permit such disclosures and waive, so far as permitted, any right to secrecy that you have under any Applicable Laws and in any other jurisdictions. Neither the Bank nor its Affiliates will be responsible for any Liability in relation to any disclosures made under the circumstances set out in Clauses 6.1 to 6.6 above or 6.9 below, or any similar circumstances.

6.9 You irrevocably agree that the Bank may disclose your information or Data to any of the following:

- (A) its Affiliates (including their employees, directors and shareholders) who are under a duty of confidentiality to the Bank;
- (B) any actual or potential participant or sub-participant in relation to any of Bank’s rights and/or obligations to you under any agreement with the Bank or its assignee, or transferee (or any agent of adviser of any of the foregoing);
- (C) the Central Bank or any court or tribunal or regulatory supervisory, tax or other governmental or quasi-governmental authority (whether national, international or local) where the Bank is, or may be required to, or seeks to comply (whether on a voluntary or mandatory basis):

- i) with Applicable Laws including, without limitation, the Applicable Laws of jurisdictions in which the Bank or its customers operate and jurisdictions through which Bank or its correspondents effect payments;
 - ii) with its own policies; and/or
 - iii) with any disclosure obligations under any tax obligations;
- (D) any credit reference agencies (including without limitation, Al Etihad Credit Bureau) as the Bank chooses to use from time to time for the purposes of obtaining or providing credit references and other information;
- (E) any party that provides services to you through the Bank as an intermediary, including investment management or insurance services and including in relation to additional products and services;
- (F) any party to a transaction acquiring an interest in, or assuming risk in, or in connection with, your consumer banking relationship with the Bank;
- (G) any party, including but not limited to the Bank's professional advisors, for the purpose of enforcing or preserving Bank's rights against you, such as where there are any proceedings brought by the Bank against you or vice versa, or by any third party against you or the Bank in respect of an the Service or any other Bank's product or service, or transactions with the Bank or to any external debt collection agency for the purposes of collecting any overdue debts that you may owe to the Bank;
- (H) any party that the Bank engages for the purpose of processing your Card Transaction or for the purpose of processing or storing your information, whether in the UAE or abroad;
- (I) any party if the Bank determines, in its sole discretion, that such disclosure will prevent or recover losses to the Bank; and/or
- (J) any party pursuant to Bank's internal operational requirements (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes), and in each case you may not be made aware of any such disclosure. For the purposes of each or any of the disclosures referred to above, you expressly permit such disclosures and waive, so far as permitted, any right to secrecy that you have under any Applicable Laws and in any other jurisdictions.

7. SECURITY MEASURES

- 7.1 Except as otherwise set out in these Terms and Conditions, you must ensure that no unauthorised party will have access to your Security Information, Card Details, OTP or Mobile Device used by you to perform the Card Transaction.
- 7.2 You must take all necessary care to prevent any unauthorised access to such information or items. This includes, but is not limited to, the following measures:
- (A) not responding to any request asking for your Security Information, even if such request appears to have been made by the Bank;
 - (B) not selecting a Password that is easy to guess.
 - (C) in particular, you should not choose a Password that contains or represents your date of birth, part of your name or any of your personal details (such as your telephone number) that are accessible to third parties;
 - (D) regularly changing your Password;
 - (E) regularly scanning your computer and/or Mobile Device for Virus;
 - (F) keeping your computer and Mobile Device software up-to-date;
 - (G) keeping your computer and/or Mobile Device safe and secure;
 - (H) not leaving your computer, Mobile Device or Card unattended;
 - (I) not recording your Security Information or Card in a legible way or storing it all together by taking Card picture on the Mobile Device or on any software that saves it automatically;

- (J) only using secure websites to effect online Card Transactions; and/ or
- (K) complying with any security requirements introduced by the Bank from time to time.

7.3 If you become aware or suspect that any part of your Security Information has been lost, stolen or disclosed to a third party (for example, if your computer, and/or Mobile Device is lost or stolen), or you become aware of any unauthorised access to your Card or the Security Information, you must immediately contact the Bank and follow any instructions given to you by the Bank. Such instructions may include requiring you to:

- (A) change your Security Information;
- (B) close your Card and obtain a new one;
- (C) deactivate the Mobile Device (if applicable) and/or
- (D) take any other actions that the Bank may require.

7.4 Unless and until you notify the Bank of the loss, theft or disclosure of your Security Information or any unauthorised access in accordance with Clause 7.3 above, you will be responsible for any unauthorised access to your Card, Mobile Device and/or the Security Information and you will indemnify and hold harmless the Bank and its Affiliates from any Liability arising out of such unauthorised access and/or any Card Transaction performed due to such unauthorised access.

8. YOUR CONDUCT

You agree not to:

- 8.1 Impersonate any person or entity while using the Service.
- 8.2 Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the Service.
- 8.3 Spam or flood the Service website.
- 8.4 Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service website or the software used in connection with the Service.
- 8.5 Remove any copyright, trademark, or other proprietary rights / notices contained in the Service.
- 8.6 Frame' or 'mirror' any part of the Service website without the Bank's prior written authorization.
- 8.7 Use any robot, spider, site search / retrieval application, or other manual or automatic device or process to retrieve, index, 'data mine', or in any way reproduce or circumvent the navigational structure or presentation of the Service website or its contents.
- 8.8 Otherwise interfere with, or disrupt, the Service or servers or networks connected to the Service, or violate the Terms and Conditions or any requirements, procedures, policies or regulations of the Service or of any networks connected to the Service.
- 8.9 Intentionally or unintentionally violate any Applicable Law, Regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by the Bank or the Scheme in connection with your use of the Service.

9. LIABILITY

- 9.1 Under no circumstances will the Bank or its Affiliate be liable for any Liability directly or indirectly resulting from using the Service and / or any damage to the Mobile Device or telephone service resulting from your use of the Service.
- 9.2 The Bank assumes no responsibility for, and will not be liable for, any damages to, or any Virus, which may affect, the Mobile Device, your computer equipment or other property on account of your access to, use of, or downloading from the Bank's website.
- 9.3 You are responsible for all instructions and transaction conducted or sent using your Security Information.
- 9.4 The Bank will take reasonable care to maintain the Records. However, you acknowledge and agree that the Records are maintained solely for the benefit of the Bank and its Affiliates and that you have no rights, proprietary or otherwise in relation to the Records. Neither the Bank nor its Affiliates will be responsible for any Liability arising out of any loss, damage, corruption or destruction of the Records due to the use of the Service or performance of the Card Transaction.
- 9.5 You will indemnify and hold harmless the Bank and its Affiliates from any Liability arising out of any failure by you to provide the Bank with any Data, information or documents that it requests, as well as for any error, omission, inadequacy or inaccuracy in any information, Data and/or documents that you provide to the Bank.
- 9.6 Neither the Bank nor its Affiliates will be responsible for, and you will indemnify and hold harmless the Bank and its Affiliates from, any Liability:
- (A) arising out of their compliance with any Applicable Laws, or their own policies;
 - (B) arising out of any failure or shortfall by the Bank or its Affiliates to comply with their obligations under Clause 9.6 (A) above, caused by your breach or non-compliance with these Terms and Conditions and/or Applicable Laws or third party provider's terms and conditions applicable to the Service; and/or
 - (C) arising out of any failure or shortfall by you to adhere to security of the internet or the Mobile Device or the Security Information while using the Service or performing the Card Transaction.
- 9.7 You are solely responsible for, and neither the Bank nor its Affiliates will be responsible for, any Liability arising from circumstances outside of the Bank's control (including, without limitation, those arising from any international, domestic, legal or regulatory restrictions) associated with Card Transaction and the Service.
- 9.8 You will indemnify and hold harmless the Bank and its Affiliates from any Liability arising out of the use of your Card by any Supplementary Nominee or Supplementary Card Member, including for any breach of these Terms and Conditions. It is your responsibility to ensure that each Supplementary Nominee or Supplementary Card Member complies with these Terms and Conditions.
- 9.9 In addition to any other exclusion of its Liability under these Terms and Conditions, to the fullest extent permitted under Applicable Laws, neither the Bank nor its Affiliates will be responsible for any Liability arising out of:
- (A) any Unforeseen Circumstances, including any malfunction or failure of your Card or any Merchant or website on which the Service is enabled (including the facilities provided by it);
 - (B) any Card Transactions whether or not they are:
 - i) effected via the internet;

- ii) effected with your PIN, OTP, knowledge or express or implied authority or through RBA; or
 - iii) the result of a fraudulent act (unless the fraudulent act was by the Bank);
- (C) The Bank, the Merchant, any other bank, financial institution, Scheme or other party refusing to:
- i) allow a Card Transaction; or
 - ii) accept your Card, its number, OTP or PIN or RBA;
- (D) any failure by the Bank to perform any of its obligations under these Terms and Conditions, if such proper performance would result in the Bank being in breach of any Applicable Laws or the Bank's policies;
- (E) with respect to goods or services acquired with a Card, any:
- i) defect or deficiency in such goods or services;
 - ii) breach, shortcoming or non-performance by a third party; or
 - iii) loss or injury including by reason of any mechanical or other malfunction of any such goods or services.
- (F) the malfunction or disruption of communication systems, bank or other domestic/international payment networks;
- (G) any misstatement, misrepresentation, error or omission in any details disclosed by the Bank arising out of circumstances outside of the Bank's control; or
- (H) any damage to your credit rating and reputation relating to the decline of any Card Transaction or the repossession of your Card, including any request for its return or the refusal of any third party to honour or accept your Card.

9.10 You will indemnify and hold harmless the Bank and its Affiliates against any Liability arising out of:

- (A) any breach by you of these Terms and Conditions or the enforcement of the Bank's rights (including attorneys' fees and other expenses) hereunder;
- (B) the Bank acting in good faith upon your instructions;
- (C) any dispute between you and any third party in connection with a Card Transaction;
- (D) your failure to observe the security measures under these Terms and Conditions, or as otherwise instructed to you by the Bank from time to time;
- (E) the exercise by the Bank of its right to demand and procure surrender of your Card prior to the expiry date printed on its face, whether such demand or surrender is made and/or procured by the Bank or any other party; and/or
- (F) your negligence, wilful misconduct or fraud.

For the avoidance of doubt, your obligations to indemnify the Bank and its Affiliates will continue even after you cease to hold a Card. Your obligations to the Bank will not be affected by any dispute, counterclaim or right of set-off between you and any Merchant, bank, financial institution or any other party.

9.11 The Bank may treat the following as evidence of a properly effected Card Transaction:

- (A) any Data, transaction record, credit voucher, cash disbursement slip or other charge record;
- (B) the Records of your Card Transactions including, but not limited to, any Records in any medium related to transactions effected via the internet or respective Mobile Device; and/or

- (C) transaction data collected from the Cardholder with respect to the Card Transaction or any other evidence which the Bank, in its sole discretion, is willing to accept from time to time including, but not limited to, records of a Merchant.

10. TERMINATION

- 10.1 The Bank may temporarily or permanently deactivate your ability to use the Service without notice and terminate your relationship with the Bank at any time, with or without fault on your part.
- 10.2 You will not be entitled to any indemnity or compensation arising out of or in connection with such termination.

11. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, online retail or other Merchant on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchants. You agree that, except as otherwise provided by the Terms and Conditions, the Applicable Laws, the Agreement, the Bank will not be responsible or liable for any Liability of any sort incurred as the result of such dealings. You understand that use of the Service does not, in any way, indicate that the Bank recommends or endorses any Merchant, or any third party supplier, regardless of whether the Merchant participates in VbV / MSC. You irrevocably agree that neither the Bank nor the Scheme verify the identity of the Merchant or the quality of the Merchant's goods or services.

12. DISCLAIMER OF WARRANTIES

- 12.1 You expressly understand and agree that any software obtained through the use of the Service is downloaded and used at your own discretion and risk and that except as otherwise provided in these Terms and Conditions, you will be solely responsible for any damage to your computer system, Mobile Device or loss of data that results from the download or use of any such software or other materials through the Service.
- 12.2 Except as otherwise required by any Applicable Law, the Bank makes no representations or warranties of any kind about the Service, express or implied, including any warranties as to merchantability or fitness for a particular purpose.
- 12.3 The Service is provided to you through a third party provider and may be provided subject to the specific terms and conditions of the third party provider. The Service will be accepted by you "as is" at your own risk. The Bank makes no representation and provides no warranty whatsoever, expressed or implied, and neither Bank nor its Affiliates will be responsible for any Liability whatsoever, in respect of:
- (A) the quality, merchantability, suitability or fitness for any use or purpose of the Service; or
- (B) any offers, representations or commitments made to you by any third party providers.
- 12.4 The Bank shall not be responsible for any negligence, breach of any statutory or other duty, or failure to comply with the terms and conditions of the Service, by the third party provider and/or any other party associated in any way, directly or indirectly, with the Service. You expressly acknowledge that you will only have recourse against

the third party providers and you will have no right of set-off or any other recourse against the Bank or its Affiliates.

- 12.5 If there is any dispute between you and the third party provider of the Service, your obligations to the Bank will not in any way be affected by such dispute or any opposing claim or right of set-off that you may have against such third party provider. If applicable and required you must raise any claims, complaints and/or disputes in relation to the Service directly with the relevant third party providers.

13. NOTICE & AMENDMENTS OF THE TERMS AND CONDITIONS

- 13.1 You expressly agree that the Bank reserves the right to change the Terms and Conditions at any time without notice to you. At the Bank's discretion, a written notice of these changes may be sent to any address, including any email account or physical address, that you have given to us, or by publishing them on the website. The Bank may apply these changes with immediate effect to update or improve the Service or to reflect any requirements imposed on us by any party, which assists us in providing the Service.
- 13.2 The Bank may make changes with immediate effect if required to do so by any law or other regulatory requirement affecting us.
- 13.3 The Service may be amended or discontinued, temporarily or permanently, without notice where the amendment or discontinuation is required by the Scheme who run the payment systems for the Card used with your accounts.

14. AGE AND RESPONSIBILITY

You represent that you have reached majority according to the Applicable Laws and have the legal capacity to use the Service and to create binding legal obligations for any liability you may incur as a result of the use of the Service. Except as otherwise provided by the Applicable Laws or in the Agreement, you agree and understand that you are financially responsible for all uses of the Service by you.

15. APPLICABLE LAW JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the Federal laws of the UAE any other local laws as may be applicable to the extent that such laws do not contradict with the rules and principles of the Islamic Shari'ah as stipulated in Clause 28 of the Bank's General Terms and Conditions for Accounts and Banking Services, in case of contradiction, the rules and principles of Islamic Shari'ah shall prevail as interpreted by the Fatwa and Shari'ah Supervisory Board of the bank, and the Customer hereby irrevocably submits to the exclusive jurisdiction of the courts of UAE 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. Submission to the jurisdiction of the courts of UAE shall not limit the right of the Bank to bring proceedings against the Customer in any other court of competent jurisdiction.