

TERMS AND CONDITIONS

FOR

MOBILE BANKING

TERMS AND CONDITIONS FOR MOBILE BANKING

These Terms and Conditions governing the Mobile Banking provided by The National Bank of Ras Al Khaimah (P.S.C.) (“**Terms and Conditions**”) shall be read in conjunction with the Terms and Conditions governing Accounts and any other agreement or specific terms and conditions agreed upon between the Customer and the Bank. To the extent that the provisions of any other agreement or specific terms and conditions (as the case may be) conflict with these Terms and Conditions those agreements and terms and conditions shall prevail over these. Any capitalized terms not otherwise defined herein shall have the meaning given to them in the General Terms and Conditions governing Accounts. This is a legally binding contract between the Customer (as defined below), each Authorised User and the Bank (as defined below). Use of the Mobile Banking implies that the Customer and each Authorised User has fully read, understood and accepted these Terms and Conditions.

Definitions

The following words and phrases shall have the meanings set out herein below in this document unless repugnant to the context:

Account(s) means a bank account opened and maintained by the Customer with the Bank (including an account opened to record credit card, loan, investments and other Transaction). This account shall be accessible and operated by the Customer or any Authorised User using Mobile Banking through, inter alia, the Service Provider.

Account Balance means amount of funds available in the Account based on the most recently available information to Mobile Banking at that time. The Account Balance may not include all transactions that have occurred prior to the time of enquiry and may not always represent the amount of funds that are actually available for withdrawal at that time (e.g. some funds may not yet be cleared).

Activation means the process through which the Customer or an Authorised User activates Mobile Banking by entering its Account number or Credit Card number along with its Mobile Number, One Time Password or TIN (where the Customer or Authorised User has a TIN), Activation Key (where requested) and creates its User ID and Password.

Activation Key means a onetime (4)-digit activation key sent to the Customer or an Authorised User Mobile Telephone from the Bank to activate the Mobile Banking Services.

AED means the lawful currency of the United Arab Emirates.

Agreement means the agreement between the Customer, each Authorised User and the Bank comprising the Terms and Conditions contained herein.

Application means an application filled out by the Customer requesting the Mobile Banking and including details of each Mobile Number (Primary or Additional) of each Authorised User.

Authorised User means, in relation to:

- a) an individual or joint account, any person named as an authorised signatory as per account signing mandate provided to the Bank;
- b) a Primary Cardholder for Credit Card;
- c) a business account, any person named as an authorised signatory as per account signing mandate provided to the Bank and authorised to use Mobile Banking for and on behalf of that Business Customer.

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Business Day means a day on which the Bank is open for normal banking operations in the UAE, which includes any day other than a Friday or Saturday, a public holiday and any day on which the Bank is not open for retail business.

Business Customer means a sole proprietorship, company or any juridical entity which maintains an Account or Credit Card with the Bank and which provides for instructions to be provided by one only of its authorised signatories.

Bank means The National Bank of Ras Al Khaimah (P.S.C) and includes the Head Office or any other branch of the Bank including its successors and assigns.

Credit Card means, as appropriate, each Visa, Master Card or any other credit card issued by the Bank to the Customer and includes any primary, supplementary and replacement, reissued or renewed cards.

Credit Information means any information regarding the Customer's personal and financial situation, defaults in payments and any other matter related to the Account or any facilities or products made available to the Customer or over which the Customer has control either as shareholder, authorised signatory or otherwise by the Bank.

Customer means:

- a) any individual who maintains an Account or Credit Card with the Bank;
- b) any Business Customer,

which is authorised to use the Mobile Banking

Financial Transaction(s) means a Financial Transaction which involves prior Bank approval and includes all transactions which involve the deposit, transfer or withdrawal of funds from the Account, or any other transaction determined to be a Financial Transaction by the Bank at its sole discretion from time to time.

Instructions means the electronic instructions initiated remotely by an Authorised User and electronically transmitted via a Mobile Device to the Bank.

Intellectual Property Rights means any and all intellectual and industrial property rights throughout the world including rights in respect of or in connection with confidential information, copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), trade marks, service marks, designs and circuit layouts, whether or not now existing, and whether or not registered or registrable, and includes any right to apply for the registration of such rights and includes all renewals and extensions.

Login means the process through which an Authorised User can access Mobile Banking.

Login Password means the 4 digit numeric code set and maintained by each Authorised User, which together with the User ID allows an Authorised User to Login through Mobile Banking

Mobile Banking means the Mobile Banking facility made available by the Bank for such services as Customer Account related information, transaction details, initiating funds transfer instructions and other services as may be made available to the Customer or any Authorised User from time to time through a Mobile Device and is in addition to and in conjunction with any other normal banking delivery channel such as branch banking, RAKDirect, ATM, etc.

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Mobile Banking Notifications means the alert messages sent by the Bank through SMS to the Customer's or Authorised User's Mobile Number as provided by the Customer to the Bank in writing from time to time.

Mobile Device means a device that communicates with the Bank via SMS and includes the handset and the SIM card along with the accessories and necessary software for the GSM, which is owned or operated by an Authorised User.

Mobile Number means the number specified by the Customer for an Authorised User for the Mobile Banking and, for the avoidance of doubt, includes any Primary Mobile Number and Additional Mobile Number (as defined in the Application).

Non-Financial Transactions means all transactions, which do not involve any prior Bank financial approval such as Account enquiry, initiation of requests for statement download etc.

One Time Password means a onetime (4)-digit password number sent to the Customer or the Authorised User's Mobile Telephone from the Bank to activate the Mobile Banking Services

Password(s) means the Login Password and Transaction Password.

Personal Information means any information about the Customer provided by the Customer or any Authorised User and obtained by the Bank in relation to the Mobile Banking.

RAKDirect means the phone banking instruction and information service, whether automated or through a customer service agent made available by the Bank's call centre.

Registration means the registration process provided for under clause 2.3.

Relevant Entity means any commercial or investment bank, financial institution, credit information company or entity (including, without limitation the Al Etihad Credit Information Company PJSC), debt collection agency or any local, federal or regulatory agency or any member of the Bank's group including any subsidiary or related company in the UAE or in any other jurisdiction irrespective of whether the Bank operates or undertakes any form of business in that jurisdiction.

Remittance means a funds transfer from an Account to any account maintained by the Customer or a third party with another Bank.

Security Codes means all Passwords, the One Time Password, Activation Key, TINs and other codes or personal identification numbers as may be prescribed by the Bank.

Security Tools means the User ID, the One Time Password, Activation Key, Passwords, TIN and any other means of security implemented by the Bank from time to time for an Authorised User to access the Mobile Banking.

Service Provider means the third party engaged by the Bank to provide the Mobile Banking e.g. Etisalat and/or DU.

SMS means short message service.

Software means the application to be downloaded and installed on the Authorised User's Mobile Device in order to access the Mobile Banking.

Transaction means a Financial Transaction or Non-Financial Transaction relating to an Account, which is completed by the Bank for the Customer following Instructions from an Authorised User.

Transaction Password means the 4 digit numeric code set and maintained by each Authorised User, which allows that Authorised

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User to perform certain Transactions as determined by the Bank from time to time.

Transfers mean fund transfers between the Customer's Accounts in the Bank.

TIN means the telephone identification number provided by the Bank to the Customer in connection with RAKDirect.

User ID means the valid alphabetical, numerical or combination of both identification code, as set by the Customer during Mobile Banking Activation, from which the Bank identifies the Customer accessing Mobile Banking

Website means the website owned established and maintained by the Bank located at the URL www.rakbank.ae.

1. Eligibility and Usage

- 1.1 The Mobile Banking Service shall be made available only to a Customer who satisfies the following eligibility criteria. Such services shall be provided at the sole discretion of the Bank and may be discontinued by the Bank at any time, with prior notice to the Customer.
 - a) all Accountholders or Cardholders for the relevant Account or Credit Card must activate Mobile Banking and have registered the current Mobile Number to be used;
 - b) each Authorised User or Customer is 21 years of age or older (unless we agree otherwise and all of our requirements in relation to such Authorised User or Customer have been met);
 - c) each Authorised User of the Customer has an eligible Mobile Device capable of SMS messaging; and
 - d) each Authorised User of the Customer is authorised to use and incur charges on the Mobile Device cellular account in relation to the Mobile Banking.
- 1.2 The Mobile Banking will only be available for mobile and data connections, which meet the required specifications, and configurations as may be specified by the Bank from time to time. The Customer and each Authorised User for the Customer agrees to procure and maintain a mobile and data connection, which meet these requirements at the Customer's or that Authorised User's own expense.
- 1.3 Guidance on the operation of the Mobile Banking will be made available to the Customer. The Customer and each Authorised User must follow all relevant guidance whenever an Authorised User accesses or operates the Mobile Banking. The Bank may inform the Customer from time to time about changes to the way the Customer or any Authorised User should access or operate the Mobile Banking.
- 1.4 The Bank may, in its absolute discretion, post all Mobile Banking Notifications to the Mobile Device of a Customer and each Authorised User. The Customer acknowledges that in the future, the Bank may send Mobile Banking Notifications and Triggers via additional mediums of communication. The Bank may from time to time, change the features of any Trigger or Mobile Banking Notifications. It is the Customer's responsibility to check all available Mobile Banking Notifications or Triggers, which will be notified by the Bank on the Website and/or to an Authorised User's Mobile Device. The Bank may from time to time and in its absolute discretion, add, delete, and/or modify

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the Mobile Banking Notifications and Triggers without giving notice to the Customer or the Authorised User. Each such change is deemed to be binding whether or not the Customer or the Authorised User has received specific notice of it

- 1.5 The Customer and each Authorised User unconditionally consents to the Bank sending marketing and/or promotional messages or greetings via calling or SMS to the Mobile Number between 7.00 AM to 9.00 PM. If the Customer or any Authorised User elects to stop receiving such marketing and/or promotional messages via SMS, they shall advise the Bank in writing and request the removal of their Mobile Number from the database for such messages. The Customer and each Authorised User irrevocably and unconditionally agrees that such calls or messages made by the Bank and or its agents shall not be construed as a breach of the privacy of the Customer or any Authorised User and no complaint or proceedings shall be made or brought in relation to them.
- 1.6 Mobile Banking is intended to be available 7 days a week, 24 hours a day but there is no warranty that Mobile Banking will be available at all times. Instructions received after the Bank's normal working hours will be processed in accordance with the Bank's policy. The Customer and each Authorised User further agrees that the Bank shall be entitled at any time, at the Bank's sole discretion and without prior notice, to temporarily suspend the operation of the Mobile Banking for updating, maintenance and upgrading purposes, or any other purpose whatsoever as the Bank deems necessary, and in such event, the Bank shall not be liable for any cost, loss, liability or damage which may be incurred by the Customer or any Authorised User as a result.
- 1.7 Use of the Mobile Banking is permitted only upon the Bank allowing access to the Customer and/or any Authorised User. The Bank reserves the right to require further documentation prior to allowing such access.
- 1.8 For the purpose of the Customer's and any Authorised User's use and records only, the Customer and any Authorised User may:
 - a) download and store data on the Mobile Device and
 - b) print hard copies of certain records.
- 1.9 Where the Mobile Banking is made available linked to a Business Account or an account in two or more names with the Bank, it is acknowledged that, irrespective of whether the account is normally operated either jointly or singly, the Mobile Banking may be accessed by one Authorised User Customer acting alone. Mobile Banking Notifications are not available in respect of joint accounts, which require instructions to be given jointly by two or more authorised signatories.
- 1.10 The Customer agrees that any payment instructions submitted to the Bank cannot be treated as evidence of the Bank having paid or agreed to pay the sum so requested.
- 1.11 The Customer and each Authorised User accepts that the cut-off time for a Business Day is the same as the Banks normal business timings in the UAE from Sunday to Thursday. All requests received after the cut-off time or on a day, which is not a Business Day, will be deemed to have been received on the following Business Day.

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- 1.12 The Customer and each Authorised User accepts that any Transaction will be completed as and when the process is successfully concluded, provided all other requirements are met and without any further reference, authentication, written notice or verification.
- 1.13 The Customer and each Authorised User shall ensure the sufficiency of funds in an Account prior to issuing Instructions to the Bank to make a transfer from that Account. If for any reason an Account is overdrawn by use of the Mobile Banking, the Customer shall be required to immediately pay to the Account or transfer funds from another account(s) (either with the Bank or another financial institution) to remedy the deficit and to pay all relevant interest and charges.
- 1.14 The Customer hereby acknowledges all debits to an Account and other liabilities arising from the use of the Mobile Banking by the Customer and/or an Authorised User and considers that the Bank's books, entries and registers shall be final and conclusive evidence of the correctness of any Instructions or Transaction.

2. Access to Accounts and Availability

- 2.1 The Customer and any Authorised User may request and receive information on most types of Accounts for which the Customer is the account owner. The Bank may restrict:
 - a) The maximum number of Accounts accessible using the Mobile Banking;
 - b) the Accounts which the Customer can nominate for use on the Mobile Banking; and
 - c) Customer or Authorised User use of the Mobile Banking on a particular Account (e.g. the Bank may limit the amount of any type of Transaction on a particular Account).
- 2.2 The Bank reserves the right to limit the amount and frequency of Transactions that a Customer or Authorised User may use via the Mobile Banking, with prior notice being given to the Customer. The Bank further reserves the right to introduce or amend any limits imposed in relation to any Transaction or proposed Transaction with prior notice being given to the Customer.
- 2.3 The Customer and/or the Authorised User shall complete Registration as follows:
 - a) the Customer or an Authorised User will either
 - i) apply for the Mobile Banking through the Bank's online banking service or, its Website;
 - ii) complete an Application and submit it in person to a branch of the Bank or send the Application by post or facsimile;
 - iv) select Mobile Banking when completing an Account or Credit Card application; or (v) comply with any other process as decided by the Bank from time to time.
 - b) Where the Customer is a Business Customer they must nominate one or more Authorised Users for Mobile Banking.
 - c) the Customer or any Authorised User must ensure that its Mobile Device information is accurate for the relevant Account.
 - d) Prior to Activation the Customer or Authorised User will download and install the Software on its Mobile Device.
 - e) the Bank shall authenticate the identity of the

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- Customer or any Authorised User only through the User ID, Login Password and Mobile Number set by the Customer or each Authorised User at Registration or Activation, as applicable.
- 2.4 To access the Mobile Banking, the Bank will issue a One Time Password and, for certain Mobile Devices, an Activation Key to the Customer for use by each Authorised User. The Bank may also issue separate requirements, restrictions, instructions, Activation and access procedures, or any additional conditions pertaining to the access and use of the Mobile Banking, the Software, the Security Codes, and the transmission of Instructions (“Procedures”). The Customer and each Authorised User agrees and undertakes to be bound by and to comply with all Procedures as may be issued by the Bank from time to time.
- 2.5 The Bank will endeavour to ensure the Mobile Banking continues to function, but its operation may be subject to interruptions and/or require periodic modifications and improvements. To help reduce the risks, the Bank may introduce or modify limitations on Transaction size, funds Transfer destinations and other features of the Mobile Banking.

3. Authorisation

- 3.1 The Customer irrevocably and unconditionally authorises the Bank to
- access his Account registered for the Mobile Banking to effect banking or other Transactions.
 - disclose to the Service Provider or any other third party, all Customer and Authorised User information in its possession, as may be required by them to provide the Mobile Banking to the Customer or any Authorised User.
 - record the Transaction details on the Bank’s records and agrees that all records of the Bank generated by the Transactions arising out of use of the Mobile Banking, including the time of the Transaction recorded shall be conclusive proof of the genuineness and accuracy of the Transactions.
 - send any rejection message in relation to any Instructions or proposed Transaction, if it finds that the request sent by the Customer or any Authorised User is not in accordance with the Bank’s format or other requirements.
 - introduce any new facilities through the Mobile Banking at any time in future and undertake Transactions using such new facilities when a request is received from him.
- 3.2 The Customer and each Authorised User acknowledges and agrees that when the Bank and/or its Service Provider effect a Transfer or Remittance from or to any of the Customer Accounts, the Bank and its Service Provider is acting as the Customer’s agent, and not as the agent or on behalf of any third party. The Customer and each Authorised User agrees that the Bank, its affiliates, Service Provider and partners shall be entitled to rely on the foregoing authorisation, agency and authority granted by the Customer. The Bank shall be under no obligation to accept any amendment or cancellation of any Instruction by the Customer or any Authorised User.

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- 3.3 The Customer irrevocably authorises the Bank to accept and act upon all Instructions for Financial Transactions and Non-Financial Transactions provided via the Mobile Banking by the Customer or any Authorised User.

4. Equipment/Software

- 4.1 The Customer is solely responsible for ensuring that the Mobile Device and other equipment with which the Customer or any Authorised User accesses and uses the Mobile Banking are suitable for such use and are functioning properly (including at any time providing sufficient storage for downloading data to disc or paper for printouts).
- 4.2 Upon completion of the prescribed Registration procedures, the Customer and/or any Authorised User will be permitted to download the Software for installation into the Customer's or Authorised User's Mobile Device and be granted a limited, non-exclusive, non-transferable right to use the Software, provided the Customer and each Authorised User agrees to:
- not use the Software for any purpose other than to access the Customer's Account via the Mobile Banking on the Customer's or any Authorised User's Mobile Device;
 - not permit or enable any person to access the Software, or leave the Mobile Device unattended in such a manner as to enable others to access the Software;
 - neither reproduce, modify or reverse engineer, modify or decompile the Software nor permit any other person to do so;
 - not permit any person to access the Security Codes or otherwise enable any person to download a copy of the Software.
- 4.3 The Customer and each Authorised User acknowledges that the Mobile Banking and all Software are owned, proprietary or licensed to the Bank and/or third party providers.
- 4.4 The Customer and each Authorised User agrees to have always the latest version of the Software.
- 4.5 The Bank is not required to support all the versions of Mobile Devices or operating systems.
- 4.6 Availability of certain Mobile Banking channels (e.g. USSD and Application) is dependent on the Service Provider. By way of example, USSD banking is available to Etisalat subscribers only.

5. Responsibilities

- 5.1 The Customer and any relevant Authorised User are each responsible for protecting their registered Mobile and Password for use under Mobile Banking.
- 5.2 The Customer and each Authorised User accepts that for the purposes of the Mobile Banking any Instructions or Transaction emanating from the given Mobile and Mobile Number shall be assumed to be initiated by the Authorised User.
- 5.3 The Customer and/or any Authorised User shall request the Bank, through any of the banking channels, to suspend the Mobile Banking and/or change Mobile Number if the Mobile Device is lost or the Mobile Device or Mobile Number has been allotted to another person. The Customer and/or each Authorised User

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shall immediately inform the Bank of any change in the Mobile Number or any unauthorised Transaction in his Account of which he/she has knowledge.

- 5.4 It shall be the responsibility of the Customer and each Authorised User to ensure he/she is updated regarding any information relating to the Mobile Banking as the Bank may, in its absolute discretion, provide (including, without limitation, any additional services under the Mobile Banking).
- 5.5 The Customer and each Authorised User shall be responsible for providing the correct beneficiary details for a Transaction.

6. Confidentiality and Disclosure

- 6.1 To the extent not prohibited by applicable law, the Bank shall be entitled to transfer any information including Personal Information relating to the Customer and any Authorised User and/or any other information given by the Customer or any Authorised User for utilization of the Mobile Banking to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors, Service Providers and other third parties selected by the Bank, wherever situated, for confidential use in connection with the Mobile Banking. Further, the Bank shall be entitled at any time to disclose any and all information concerning the Customer or any Authorised User within the knowledge and possession of the Bank to any other financial institution or any regulatory or other body. This clause will survive the termination of this Agreement.
- 6.2 The Bank shall make all reasonable efforts to ensure that the Customer's and each Authorised User's information is kept confidential. The Bank however shall not be responsible for any divulgence or leakage of confidential Customer or Authorised User information where the Bank is not in breach of confidentiality laws/regulations of UAE.
- 6.3 The Bank does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Mobile Banking. The Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer, any Authorised User or by any person resulting from or in connection with the Mobile Banking.
- 6.4 The Customer and each Authorised User unconditionally accepts that some information regarding Mobile Banking, Mobile Banking Notifications and Triggers may be transmitted to and/or stored at various locations accessible by Bank personnel and its affiliates within or outside the United Arab Emirates. The Customer and each Authorised User authorises the Bank to provide information or details relating to the Customer's Account and preferences for Mobile Banking Notifications and Triggers, within or outside United Arab Emirates.
- 6.5 The Bank will not act on any Instructions via e-mail nor will the Bank, the Customer or any Authorised User transmit to the other any information of a sensitive nature via e-mail. In the event that the Customer or an Authorised User uses e-mail communications, the

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Bank shall in no circumstances be liable for any loss or damage arising from such use.

7. Accuracy of Information

- 7.1 The Customer and each Authorised User takes the responsibility for the correctness of the information supplied to the Bank through the use of the Mobile Banking or through any other means such as electronic mail, written communication, or telephone.
- 7.2 The Customer and each Authorised User accepts that in case of any discrepancy in the information provided with regard to the Mobile Banking the onus shall lie upon the Customer only. The Customer and each Authorised User agrees to be responsible to furnish accurate information at all times to the Bank including when utilizing the Mobile Banking. If the Customer or any Authorised User suspects that there is an error in the information supplied by Bank, the Customer or the Authorised User shall inform the Bank immediately. The Bank will endeavour to correct the error promptly wherever possible on a best effort basis.
- 7.3 The Bank shall also not be responsible for any incidental error which occurs in spite of necessary steps being taken by the Bank to ensure the accuracy of the information provided to the Customer or any Authorised User and the Customer and each Authorised User shall not have any claim against the Bank in an event of any loss or damage suffered by the Customer or an Authorised User as a consequence of the inaccurate information provided by the Bank.
- 7.4 The Customer and each Authorised User acknowledges that Account balance provided by the Bank through the use of Mobile Banking shall not for any purpose whatsoever be taken as a conclusive statement of the Customer or Authorised User's Account with the Bank.

8. Charges and Fees

- 8.1 The Bank reserves the right to debit the Customer's Account with fees and charges applicable for Transactions over the Mobile Banking. Such fees and charges shall be in accordance with the Bank's Schedule of Charges available to the Customer.
- 8.2 Charges for receiving Mobile Banking Notifications messages will be completely borne by the Customer including those charges levied for SMS messages by a foreign operator if the relevant mobile telephone has a roaming facility. The Customer agrees to receive any number of messages at any time.

9. Security

- 9.1 The Bank undertakes to use reasonable care that the Password shall not become known to any of the Bank's employees or agents unless it is, in the sole discretion of the Bank, necessary for them to have such knowledge. It is the responsibility of the Customer and each Authorised User to set the Password during Activation and to change it as and when required in order to secure confidentiality and security of the Password.
- 9.2 The Customer and each Authorised User undertakes not to disclose and to treat the access rights, documentation or any other information concerning the Password or related to the Mobile Banking as strictly private and

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confidential at all times. It is the Customer's and each Authorised User's entire responsibility to ensure that the Password and all confidential information are kept secret and not used by anyone else for any fraudulent purpose. In the event of the Password becoming known to someone other than the Customer or an Authorised User, that person may be treated by the Bank as an Authorised User and the Bank shall not be responsible for any loss or damage which may occur as a result of the Password become known to others. If the Customer or any Authorised User knows or suspects that someone else has learned the Password, the Customer or that Authorised User shall inform the Bank immediately.

- 9.3 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 give prior notification to the Customer or any Authorised User for any technological change.
- 9.4 The Customer and each Authorised User must do all that is reasonable to ensure the necessary security measures such as securing the Software, Security Codes installed in the Customer's Mobile Device with a password. Protecting all such Passwords and Security Codes in strict confidentiality, ensuring the security of the Customer's or any Authorised User's Mobile Device in such a manner that anyone using the same device will not be able to access the information.
- 9.5 In the event that the Customer or any Authorised User loses possession or control of the Mobile Device on which the Software and/or the Security Codes are installed and on which the Customer or Authorised User receives Mobile Banking Notifications, the Customer or that Authorised User must immediately notify and instruct the Bank in writing to revoke the Security Codes and discontinue Mobile Banking. Any Instructions received by the Bank prior to receipt of such written notification associated with the Customer's or Authorised User's Security Code shall be deemed to have come from the Customer or that Authorised User and the Bank shall be entitled to rely on such Instructions, whether they actually originated from the Customer or that Authorised User or not and will be indemnified from any security breach. The Customer and each Authorised User shall be liable to the Bank for any kind of unauthorised or unlawful use of any of the above mentioned Passwords or of the Mobile Banking or any fraudulent or erroneous instruction given and any financial charges or liabilities thus incurred shall be payable by the Customer or the Authorised User and not the Bank.

10. Termination

- 10.1 If the Customer wishes to terminate the Mobile Banking or any Authorised User's authority to operate the Mobile Banking, the Customer may do so through Online Banking, the Website, Mobile Banking or through the Bank's branches by completing an application form and de-registering from the service. Notwithstanding the termination of the Mobile Banking or any Authorised User's authority, the Customer shall remain accountable

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- for all Instructions and/or Transactions effected prior to any such cancellation.
- 10.2 The Bank may, without prior notice, suspend the Mobile Banking at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Mobile Banking.
 - 10.3 Except as otherwise provided by the applicable law or regulation, the Bank reserves the right to terminate and/or expand, reduce or suspend the transactions allowed using the Mobile Banking without prior notice and in its sole discretion. The Bank also reserves the right to change the process and transaction limits associated with this Mobile Banking based on security issues, at any time, without any prior notice to the Customer or any Authorised User.
 - 10.4 The Bank may terminate the access to the Mobile Banking immediately if the Customer:
 - a) or any Authorised User breaches these Terms and Conditions;
 - b) becomes insolvent dies, becomes bankrupt or lacks legal capacity;
 - c) ceases to maintain an Account or Credit Card with the Bank in the United Arab Emirates;
 - d) or the Bank, terminates the Customer's relationship with the Bank for any reason; or
 - e) or any Authorised User notifies the Bank of changes in the status of the Customer or any Authorised User, which are unacceptable to the Bank.

11. Indemnity and Waiver of Liability

- 11.1 In consideration of Bank agreeing to provide the Mobile Banking to the Customer, the Customer hereby irrevocably agrees to indemnify and keep the Bank indemnified, at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, suffered or incurred by the Bank on account of any claims, actions, suits or otherwise instituted by the Customer or any Authorised User, or any third party whatsoever, arising out of or in connection with:
 - a) the use of the Mobile Banking and any and all Transactions initiated by the use of the Mobile Banking, whether with or without the knowledge of the Customer or any Authorised User, or whether the same have been properly initiated or otherwise which Transactions, the Customer hereby acknowledges, the Bank has processed on the Instructions and authority of the Customer or any Authorised User in accordance with these Terms and Conditions and other terms and conditions applicable to any specific product or service, as the case may be;
 - b) the provision of Mobile Banking to the Mobile Device of an Customer and each Authorised User or as a result of any transmissions over the GSM network in connection with such Mobile Banking Notifications.
 - c) a breach of these Terms and Conditions by Customer or any Authorised User; or which were contributed to or caused by negligent actions by the Customer or any Authorised User or a failure

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on the Customer's or any Authorised User's part to advise the Bank within a reasonable time about any loss of the Mobile Device or unauthorized access or Transaction in the Account; and

- d) the Bank supplying Credit Information to any Relevant Entity provided that such information has been supplied by the Bank to the Relevant Entity in good faith and with reasonable care.

The Customer further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Customer notwithstanding any partial or full withdrawal of the Mobile Banking.

- 11.2 Except as expressly provided in these Terms and Conditions, the Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, even if the Bank had been advised of the possibility of such damages or loss, suffered by the Customer, any Authorised User or any person howsoever arising from or relating to:

- a) any use of or inability to use the Mobile Banking;
- b) any inaccuracy incompleteness or misinformation of any information or amount retrieved by the Bank in relation to the Account or any Credit Card;
- c) the erroneous input of Instructions or any other information by the Customer or any Authorised User;
- d) non-payment as a result of any error in the beneficiary details submitted by the Customer or any Authorised User, any failure to identify the beneficiary or delay in payment to the beneficiary at the receiving destination;
- e) any breach of security caused by the Customer, any Authorised User or any third party;
- f) any Transactions entered into based on the Mobile Banking;
- g) any loss of, unauthorised access to or alteration of information or data during processing or transmission;
- h) payment Instructions submitted to the Bank where the time of receipt of such Instructions by the Bank does not fall during the normal business timings of the Bank;
- i) the Bank's access to the Account;
- j) the Bank acting on the Customer's or any Authorised User's Instructions;
- k) any Transaction limit or restrictions set by the Bank or any third party;
- l) any unauthorised use of the Password or Mobile Device or for any fraudulent, duplicate or erroneous transaction instructions provided by the Password or Mobile Device;
- m) any unauthorised access by any other person or breach of confidentiality;
- n) any lapse or failure on the part of the Service Provider or any third party affecting the Mobile Banking;

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- o) any unavailability or improper functioning of the Mobile Banking for any reason including due to the location, mobile network availability and signal strength, proper functioning of hardware, Software or the Mobile Device;
- p)
 - i) the non-delivery or delayed delivery of SMS, Mobile Banking Notifications, Instructions, information or payments or any error, loss or distortion in transmission of information or Instructions to or from the Customer or any Authorised User,
 - ii) the delivery of SMS, Mobile Banking Notifications or information to a party other than the Customer or Authorised User if the Mobile Device is in the possession or control of such party for any reason whatsoever,
 - iii) the delivery of SMS, Mobile Banking Notifications or information to another mobile device or mobile number due to the act, omission or error of the Bank's employees or agents or any third party, to include but not be limited to, any Service Provider,
 - iv) actions taken or not taken by the Customer, an Authorised User or any third party in reliance on material or information contained in an SMS or Mobile Banking Notifications or
 - v) the use and provision of the SMS and Mobile Banking Notifications service in any way whatsoever;
- q) any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer or any Authorised User and the network of any Service Provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer or any Authorised User, the Bank's system or the network of any Service Provider and/ or any third party who provides such services as is necessary to provide the Mobile Banking;
- r) any dispute between the Customer or any Authorised User and a Service Provider or any third party (whether appointed by the Bank in that behalf or otherwise);
- s) use of the Mobile Banking by any other person with an express or implied permission of the Customer or any Authorised User;
- t) the confidentiality, secrecy and security of the personal or Account information being sent through the Mobile Banking to effect Instructions;
- u) disclosure of personal information to a third party by the Bank, for reasons inclusive but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating; or
- v) the Mobile Device or any other item of the Customer's equipment not being suitable or not functioning properly.

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12. Limitation of Liability and Warranty

12.1 The Customer and each Authorised User understands and agrees that:

- a) the Mobile Banking are provided “as-is” except as otherwise provided in these Terms and Conditions or the Bank’s Mobile Disclaimer and Privacy Policy as required by law; and
- b) use of the Mobile Banking including any material and / or data download or otherwise obtained through the use of the Mobile Banking is downloaded or obtained at the Customer’s and each Authorised User’s own risk.

The Bank assumes no responsibility for the timeliness, deletion, mistaken delivery or failure to store any user communications or personalization settings limitation or any damage to the Customer’s or any Authorised User’s computer system or loss of data that results from the download or the obtaining of such material and/or data.

12.2 Except as expressly set forth in these Terms and Conditions, the Bank disclaims warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of Intellectual Property or third party rights, and the Bank makes no warranty or representation regarding the accuracy or reliability of any information including such information as retrieved by the Customer or any Authorised User from the Customer’s Account or any results that may be obtained from the use of the Mobile Banking, or that the Mobile Banking will meet requirements of all users, be uninterrupted, timely, secure or error free.

12.3 The Bank makes no warranty as to the quality of service provided by any Service Provider.

13. Viruses and Technical Problems

13.1 The Bank shall not be held liable for any harm caused by the transmission through the Mobile Banking, of a virus, or other mobile code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the Mobile Banking or any of the Customer’s or any Authorised User’s software, hardware, data or property.

13.2 The mobile telecommunication channel is subject to inherent technological deficiencies, network traffic congestion and other extraneous factors beyond the Bank’s reasonable control. For these reasons, mobile telecommunication is not always a reliable instantaneous medium of communication. The Customer and each Authorised User acknowledges and agrees that, as a result of any of the above factors, there may be failure or delays in the Bank’s receipt of Instructions and consequential failure or delays in the execution of Instructions, and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given. The Customer and each Authorised User further acknowledges and agrees that there are risks of interception of Instructions and that such risk shall be borne by the Customer and any Authorised User. The Customer and each Authorised

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User acknowledges and agrees that it is not usually possible to cancel an Instruction after it has been given.

14. Right of the Bank to Obtain Information / Verification

- 14.1 The Bank and its Service Provider reserve the right to obtain such information as the Bank deems reasonably necessary to ensure that neither the Customer nor any Authorised User is using the Mobile Banking in violation of law, including, but not limited to, laws and regulations designed to prevent 'Money Laundering' or the transfer of funds to Accounts that are blocked by the Central Bank of the UAE or under the laws and regulations applicable to Money Laundering, of the country of access to the Mobile Banking. The Customer and each Authorised User undertakes to provide all or any information regarding the transfer and payments in order to comply with the applicable laws and regulations. The Customer and each Authorised User shall be responsible for the prevention of money laundering and shall ensure compliance of the same.

15. No Unlawful or Prohibited Use

- 15.1 As a condition of using the Mobile Banking, the Customer and each Authorised User warrants to the Bank that it will not use the Mobile Banking for any purpose that is unlawful or is unpermitted, expressly or implicitly, by the terms of these Terms and Conditions or by any applicable law or regulation.
- 15.2 The Customer and each Authorised User further warrants and represents that it will not use the Mobile Banking in any manner that could damage, disable, overburden, or impair the Mobile Banking or interfere with any other party's use and enjoyment of the Mobile Banking.
- 15.3 The Customer nor any Authorised User may obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Mobile Banking.
- 15.4 The Customer warrants and represents that the Customer will act in good faith on any and every Transaction Instruction received by the Bank from the Customer or any Authorised User and in the utilization of the Mobile Banking.
- 15.5 The Customer and each Authorised User agrees that these warranties and representations will remain in full force and effect even if these Terms and Conditions terminate for any reason.

16. Intellectual Property Rights

- 16.1 The Customer and each Authorised User acknowledges that the Bank or the Service Provider is the owner of or has the right and ability to provide access to the requisite Intellectual Property Rights to the Customer and each Authorised User for the purposes of these Terms and Conditions.
- 16.2 The Customer and each Authorised User acknowledges and agrees that any and all Intellectual Property Rights in and relating to:
- a) the implementation of these Terms and Conditions and
 - b) all materials, documentation of the Mobile Banking and subsequent amendments including user

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- guidelines in any form for use in connection with the implementation of these Terms and Conditions,
- c) whether such rights are existing prior to or are created after the commencement of these Terms and Conditions, shall constitute or become the property of the Bank to the extent permitted by law. The Customer and each Authorised User agrees to treat at all times, the access rights, documentation, Intellectual Property or any other information related to the Mobile Banking as strictly private and confidential. The Customer and each Authorised User shall have no right, other than as permitted by these Terms and Conditions or as permitted by the prior written consent of the Bank (which may be withheld), to use, copy, reproduce, disclose or permit any other person or business entity to use or have access to such Intellectual Property Rights. The Bank shall have the absolute right to utilize the Intellectual Property Rights to its benefit and advantage and to alter and/or improve any element or component thereof in any manner it deems fit at all times. The Customer and each Authorised User agrees to take all steps forthwith and upon request by the Bank which are within Customer's power to procure the assignment of any such Intellectual Property Rights in and relating to the implementation of these Terms and Conditions without the payment of any fee or other consideration if and to the extent that these are not automatically the property of the Bank under this clause.
- 16.3 The Customer and each Authorised User acknowledges and agrees that the Customer obtains no right or interest in the Intellectual Property Rights by virtue of these Terms and Conditions.
- 16.4 In relation to the Intellectual Property Rights which are the subject of these Terms and Conditions the Customer and each Authorised User shall abide by the following:
- a) neither the Customer nor any Authorised User shall sell, give, grant, assign or in any way dispose or attempt to dispose of the Intellectual Property Rights to any third party, nor purport to engage in any such conduct;
- b) neither the Customer nor any Authorised User shall register or apply for registration of any Intellectual Property Rights in the UAE or in any other country, nor support or assist directly or indirectly any other party to do so;
- c) neither the Customer nor any Authorised User shall in anyway infringe the Intellectual Property Rights, nor support or assist directly or indirectly any other party to do so;
- d) the Customer and each Authorised User agrees to notify the Bank as soon as it is aware of any infringement of the Bank's Intellectual Property Rights or becomes aware of or suspects any unauthorised third party access to or use of Intellectual Property Rights, and shall provide all reasonable assistance to the Bank to prevent or limit the scope of such infringement.

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- 16.5 In case of the Customer's or any Authorised User's violation of or infringement of the Intellectual Property Rights by any means, the Bank shall be entitled to take any legal action against the Customer and/or any Authorised User it considers appropriate and seek compensation for such infringement and, without limiting the scope of its rights in this regard, it may also serve a written notice to the Customer and or any Authorised User for the termination of these Terms and Conditions.
- 16.6 The obligations of the Customer and each Authorised User in this clause shall continue in force notwithstanding termination of these Terms and Conditions for whatsoever reason.

17. Provision of Mobile Banking Services to Minors

- 17.1 The Bank may, on a case by case basis, agree to the provision of Mobile Banking services to a Customer aged between 18 and 21 years.
- 17.2 In the event that the Bank does agree to provide Mobile Banking services to a Customer aged between 18 and 21 years, the Customer must, if required by the Bank, provide to the Bank a Letter of Consent from the guardian of the Customer in the form requested by the Bank.

18. Miscellaneous Provisions

- 18.1 The Customer and each Authorised User agrees that if any further Accounts or products or services are subscribed to by the Customer with the Bank or any of its affiliates, and the Bank extends Mobile Banking to such Accounts, products or services, then these Terms and Conditions shall automatically apply.
- 18.2 No forbearance, neglect or waiver by the Bank in the exercise or enforcement of any right or remedy arising from any of these Terms and Conditions will prejudice the Bank's right thereafter to strictly enforce the same. No waiver by the Bank will be effective unless it is in writing.
- 18.3 Modification / Alterations
- i. The Bank reserves the absolute discretionary right to make any amendments in the given terms and condition at any time as it may deem fit without any prior notice to the Customer or any Authorised User.
 - ii. The Customer and each Authorised User is deemed to have read, understood and agreed to be bound by these Terms and Conditions. At any time, the Bank may change, add, amend, supersede or supplement any or all of the provisions of these Terms and Conditions. The Bank will notify the Customer of any amendments to these Terms and Conditions through the Mobile Device and such amendments will be effective from the date such changes are notified to the Customer. However, such changes are deemed to be binding on the Customer and each Authorised User whether or not the Customer or that Authorised User has received specific notice in person of such amendments. The Customer is required to notify each Authorised User of any such change to the Terms and Conditions
- 18.4 If any provision in these Terms and Conditions is found to be unenforceable, invalid or illegal, such provision will be deemed to be deleted and the remainder of these Terms and Conditions will be unaffected by such unenforceability, invalidity or illegality.

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- 18.5 The Bank may, without any prior notice to the Customer or any Authorised User, at its own discretion assign the whole or any part of its rights and obligations under these Terms and Conditions. The obligations of the Customer and each Authorised User under these Terms and Conditions may not be assigned in whole or in part, without a prior written consent of the Bank.
- 18.6 Records
- a) The Bank is entitled to record all Instructions and other communications with the Customer and each Authorised User and messages and/or Instructions sent to the Bank electronically or otherwise and other Transactions conducted by or through any such medium. The Bank's record of all such Instructions, communications, conversations, Instructions, messages and Transactions will be conclusive and binding on the Customer and each Authorised User for all purposes.
 - b) The Customer and each Authorised User acknowledges and agrees that the Bank's records of Instructions made or performed, processed or effected through the Mobile Banking by the Customer, any Authorised User or any person purporting to be the Customer or any Authorised User, or any record of Transactions relating to the Mobile Banking and any record of any Transactions maintained or by any relevant person authorised by the Bank relating to or connected with the Mobile Banking, whether stored in electronic or printed form, shall be binding and conclusive on the Customer and each Authorised User for all purposes whatsoever and shall be conclusive evidence of the Instruction and Transactions and the Customer's and each Authorised User's liability to the Bank.
 - c) The Customer and each Authorised User hereby agree that all such records are admissible in evidence and that neither shall challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of the Customer's or Authorised User's rights (if any) to so object.
- 18.7 Save as otherwise provided in these Terms and Conditions (which provides in many cases for alternative communication through other banking channels), any notice, demand or communication made by the Bank on the Customer or any Authorised User under these Terms and Conditions will be in writing in English and sent to the address given by the Customer (or such other address as the Customer may notify the Bank from time to time) and, if posted, will be deemed to have been served on the Customer and any Authorised User on the date of posting. However, such notice, demand or communications are deemed to be binding on the Customer or any Authorised User whether or not the Customer or that Authorised User has received specific notice in person of the same.

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19. Governing Law and Jurisdiction

- 19.1 These Terms and Conditions shall be governed by and construed in accordance with the Federal laws of the UAE as applied by the Courts of the Emirate of Ras Al Khaimah, as applicable from time to time and the Bank and the Customer and each Authorised User hereby irrevocably submits to the exclusive jurisdiction of the courts in the 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.
- 19.2 The Customer and each Authorised User 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.
- 19.3 Submission to the jurisdiction of the courts of the UAE shall not limit the right of the Bank to bring proceedings against the Customer or any Authorised User in any other court of competent jurisdiction nor shall taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

20. Consent for disclosure of information

The Customer consents and agrees that the Bank:

- 20.1 may disclose information regarding the Customer, including Credit Information, to any Relevant Entity;
- 20.2 may obtain any Credit Information relating to the Customer or any entity over which the Customer has control either as shareholder, authorised signatory or otherwise from any Relevant Entity and may apply or use such Credit Information in making any credit or other assessment in relation to the Customer's Accounts or facilities (or proposed accounts or facilities) with the Bank; and
- 20.3 shall have no liability or responsibility to either the Customer including any entity over which the Customer has control either as shareholder, authorised signatory or otherwise or any third party relying on any Credit Information provided by the Bank to any Relevant Entity (or, in the event of onward transmission of such Credit Information by that Relevant Entity) provided such Credit Information is provided in good faith and with reasonable care and without any requirement that such Credit Information be updated or checked by the Bank in the event that the Customer's personal or financial situation or that of any entity over which the Customer has control either as shareholder, authorised signatory or otherwise may subsequently change or further information is provided by the Customer to the Bank.