

eDirham Terms and Conditions

These Terms and Conditions as amended from time to time form integral and inseparable part of the Application Form overleaf or appended hereto and shall govern the contractual relationship between Abu Dhabi Islamic Bank P.J.S.C of P.O.Box.313, Abu Dhabi, United Arab Emirates (the "Bank" or "ADIB") and the Customer in respect of the eDirham Payment Solutions.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions:

"**Applicable Laws**" means all national, federal, emirate, local and municipal legislation, regulations, statutes, by-laws, decrees, orders, and/or other laws and any other instrument having the force of law as may be issued and in force from time to time relating to or connected with the activities contemplated under these Terms and Conditions;

"**AED**" means the lawful currency of the United Arab Emirates.

"**Business Day**" means a day (other than a Friday or Saturday or public holiday) on which banks are generally open for normal banking business in the United Arab Emirates;

"**Customer**" means the person whose name and other particulars are specified in the Application Form;

"**eDirham Payment Solutions**" means for the time being the eDirham Cards, eDirham Instant and the eDirham Payments and any other payments solutions designated or declared as such by the Bank and the relevant authorities subject to the Applicable Laws, and these Terms and Conditions.

"**eDirham Card**" means the eDirham Card issued under the Scheme subject to the Applicable Laws and the Operational Documents in collaboration with MoF and other participating banks including the Bank which can be used to make certain payments electronically for specific governmental services by specific governmental entities within the United Arab Emirates.

"**eDirham Instant**" is a mobile payment solution designed to provide to the Customer with a cashless way of making payments using the eDirham Instant application. The Customer can link eDirham Instant mobile application to its existing eDirham Card issued by the Bank or, subject to availability by the Bank, to the existing bank account of the Customer held with the Bank, to facilitate card-less payments.

"**eDirham Payments**" means digital payments services made available by MoF System (s) in collaboration with the Bank for using the eDirham Card and/or the eDirham Payment Solutions.

"**Force Majeure Event**" has the meaning ascribed to it under these Terms and Conditions;

"**Intellectual Property Rights**" means all intellectual property rights of the Bank, MoF or any other person within the meaning and subject to the provisions of the Applicable Laws whether registered or unregistered;

"**Operational Documents**" means any instructions, guidance, notice, rule, regulations, directive, guidelines or other document having similar effect issued by MoF, the Central Bank, any relevant authority or the Bank from time to time in relation to the Scheme or the eDirham Card and the eDirham Payments;

"**Scheme**" means the eDirham payment scheme developed, owned, controlled and regulated by the relevant authorities in the United Arab Emirates including MoF and the Central Bank;

"**MoF System (s)**" means any platform, switch, system or software in relation to the Scheme or for the purpose of providing certain functionalities including system used for the issuance and use of the eDirham Card and eDirham Payments.

"**MoF**" means the Ministry of Finance of United Arab Emirates.

"**Security Codes**" means any unique identification number (whether relating to a eDirham Card, eDirham Instant, eDirham Payments, or otherwise) password, security information, biometric data, personal identification number or answer to a designated security question, in each case, whether generated by the Bank, MoF System or any other related party;

"**Security Procedures**" means the facilities and procedures used to control the use and operation of the eDirham Card or eDirham Payments required by MoF, the Bank or any other relevant third party including the Security Codes.

"**Software and Materials**" means any technological solution, service, platform, switch, system or software in relation to the Scheme including MoF's Systems and the Bank's software and material including any content, tools or other materials directly or indirectly relating to the Scheme, the issuance and operation of eDirham Cards and the eDirham Payments and for the settlement, clearing, maintenance and operation thereof.

1.2 Interpretation

Unless the context requires otherwise, the following rules shall apply:

- Where two or more persons constitute the expression the "Customer", all covenants, agreements, undertakings, stipulations, obligations, conditions and other provisions hereof and their liability herein shall be deemed to be made by and be binding and applicable respectively on them jointly and each of them severally.

- Reference to any person shall include any individual, corporation, firm, partnership, society, association, statutory body and agency, whether local or foreign.

- The clauses and other headings herein are for ease of reference only and shall not affect the interpretation of any provision hereof.

- Reference to a statutory provision includes reference to any modification, consolidation or re-enactment of it for the time being in force, and all statutory instruments or orders made pursuant to it.

- Words importing the singular meaning shall where the context so requires include the plural and vice-versa.

- Words importing any gender shall include all genders. References to "month" shall mean references to a Gregorian month.

2. Acceptance of Terms

The Customer hereby agrees to use and utilize the eDirham Payment Solutions and the Bank hereby agrees to make available the same to the Customer subject to the provisions hereof, the Applicable Laws, the Operational Documents and any amendments thereof.

3. Amendment to the Terms

Due to any changes in the Scheme, the Applicable Laws and the Operational Documents (the "Legislative Changes") or due to any other cause or reason the Bank, acting reasonably, may solely consider necessary (the "Bank's Changes"), the Bank shall have the right from time to time to amend, update, and modify any parts of these Terms and Conditions and the related fees due to the foregoing and unless otherwise stated by the Bank, the Legislative Changes shall be effective immediately as declared by the Bank on the date of such notification. If the changes are within the meaning of the Bank's Changes, the Bank will send to the Customer a notice of (3) three Business Days or any other period specified by the Bank and if the Customer doesn't accept the Bank's Changes, the Customer shall surrender the eDirham Card to the Bank and request for cancellation and stop using the eDirham Payment Solutions within such period otherwise if the Customer continue to use the same after such period, the Customer shall be deemed to have accepted the Bank's Changes accordingly.

4. Permitted Disclosures

The Customer authorizes and consents that the Bank shall have the right to disclose any data or information of confidential nature, to any member of the Bank's group of companies, any person referred to under Clause 9 (Use of Third Parties), and to any of their delegates, any professional adviser, service provider or vendor of the Bank, auditor, lawyer, to any actual or potential transferee or assignee, and any relevant authority or pursuant to the provisions of the Applicable Laws and any other person who is under a duty of confidentiality,

5. Liability and Indemnification

Except in the case of the Bank's fraud, negligence or misconduct, the Customer shall indemnify the Bank for any actual claims, demands, losses, damages, liabilities, actions, suits, proceedings, costs and expenses (including legal and any other professional advisers' fees) and any other liability of whatever nature or description howsoever arising the Bank suffers from the Customer or as a result of any third party claims brought against it in connection with the subject matter under these Terms and Conditions. The Bank shall not be liable for any claims, demands, losses, damages, liabilities, actions, suits, proceedings, costs and expenses (including legal and any other professional advisers' fees) and any other liability of whatever nature or description howsoever arising out of or in connection with whether the Bank has received actual or constructive notice. The Bank expressly excludes any liability for loss or damage which may be caused to the Customer (i) while the Bank is acting in good faith and in compliance with these Terms and Conditions and any applicable laws, or (ii) due to the Customer not complying with its obligations herein or under the Applicable Laws.

6. Termination

The Bank shall have the right to terminate these Terms and Conditions at any time and for any reason or no reason and such termination shall be effective by notice and without the need for an order of a court or any legal proceedings., The Customer may approach the Bank to terminate these Terms and Conditions and shall thereupon send notice of termination to the Bank provided that such termination shall be without prejudice to the Customer's obligations and the Bank's rights upon such termination in accordance with these Terms and Conditions and the Applicable Laws.

7. Force Majeure

Neither party shall be liable to the other party for any delay or non-performance of its obligations under these Terms and Conditions arising from any cause or causes beyond its reasonable control including for example any of the following: natural disasters, governmental act, war, fire, flood, explosion and civil commotion ("Force Majeure Event") any obligations to the extent affected by the Force Majeure Event, shall be suspended during the period that the Force Majeure Event persists.

8. Intellectual Property Rights

No Intellectual Property Rights in relation to the subject matter under these Terms and Conditions shall be used by the Customer for any purpose without prior written consent unless the Customer is legally and contractually permitted to do so expressly. The Customer hereby acknowledges and agrees that it shall comply with all rights and obligations in relation to the Intellectual Property Rights as set out under these Terms and Conditions, the Applicable Law and the Operational Documents.

9. Use of Third Parties

Notwithstanding any terms to the contrary herein or elsewhere and for the purpose of providing the eDirham Card or any eDirham Payments, the Bank is authorised to engage, delegate, subcontract, assign, appoint and transfer its rights and/or obligations from time to time to any other person including any of its subsidiaries, affiliates, service providers, professional advisors or any other person or third party as the Bank may think fit and appropriate at its sole discretion. Any of such third parties declared or appointed as such by the Bank may be permitted to delegate the duties delegated to it by the Bank to other persons.

10. Compliance with Applicable Laws

The Customer confirms that it complies with, and undertakes to continue to comply with, all the Applicable Laws and all other legal and regulatory obligations. The Customer acknowledges and agrees that the Customer shall be subject to legal and other regulatory requirements in relation to the provision of the eDirham Card and any eDirham Payments including any requirements issued under any Operational Documents or any amendments of the foregoing issued from time to time. Nothing in these Terms and Conditions will oblige the Bank to do, or refrain from doing, anything that might, in the Bank's opinion, amount to a breach of any Applicable laws, the Operational Documents, an order of any relevant court or authority in any relevant jurisdiction.

11. Authority of Bank

Without prejudice of the duty of the Customer to comply with the Applicable Laws hereunder, the Customer agrees that the Bank shall have the right and power to take whatever action it considers appropriate or necessary to meet any obligations herein, under the Applicable Laws, to comply with the regulations of any relevant authority and the Operational Documents. The Customer agrees to take all such steps as the Bank may require in this respect from time to time.

12. Anti-Money Laundering

The Customer undertakes and warrants to comply with all Applicable Laws, as required by the Anti-Money Laundering laws of the UAE and to any Anti Money Laundering monitoring and procedures prescribed by the Bank from time to time. The Customer confirms that the monies deposited in the eDirham Card and all credits thereafter therein or the eDirham Payments are from legitimate and legal source(s) and in no way do they constitute or are in breach of any Applicable Laws including the UAE Anti Money Laundering laws and Central Bank regulations.

13. Security Procedures

The Customer shall comply with the Security Procedures and any other reasonable instructions the Bank, MoF or any relevant third party may issue to the Customer in respect of the eDirham Payment Solutions. The Customer must notify ADIB and where applicable, MoF and the relevant service provider as soon as reasonably possible upon becoming aware of any actual or attempted unauthorized access thereof or any unauthorized transaction or attempt to execute an unauthorized transaction.

14. Software and Materials

Unless otherwise expressly agreed in writing, title to and all rights in the Software and the Materials belong to the relevant owner of the Intellectual Property Rights in accordance with the Applicable Laws, except for the specific non-exclusive license use granted in a legal and contractual manner accordingly, the Customer will acquire no rights whatsoever in relation thereto. The Customer acknowledges that the use of certain Software and Materials may be subject to additional restrictions and obligation on the part of the Customer, such restrictions and obligations shall be integral part for the use of the Software and the Materials which the Customer shall comply with and shall be deemed to have accepted any such additional terms upon any user using any such Software or Materials. The Customer undertakes not to alter, reverse engineer, copy, publish or impart to any third party any Software or Materials.

15. Terms of Use eDirham Payment Solutions

The Customer agrees to comply with the following obligations:

15.1 The eDirham Card must be signed by the Customer immediately on receipt and may only be used by the Customer during the validity period printed on it subject to the right of the Bank, in its absolute discretion and without prior notice, at any time to withdraw the right to use the same in case of the violation of these Terms and Conditions.

15.2 Funds deposited in and any funds standing to the credit of an eDirham Card shall be a loan from the Customer to the Bank which is guaranteed by the Bank, and on which no profit, or any other form of return or benefit (even as a common practice) is payable on the balance of the eDirham Card. The Bank undertakes to pay any amount outstanding in an eDirham Card upon demand, subject to the Customer's compliance with these Terms and Conditions through any of the available channels for such redemption. The Bank may invest all amounts outstanding in the eDirham Card in such manner as the Bank, in its absolute discretion deems fit. All returns on such investment shall be the Bank's own property and the Customer shall not receive any part thereof.

15.3 The Customer may use the eDirham Payment Solutions for making payments to merchants accepting the same using Customer's available funds. The Bank shall not be responsible to process payments in case of insufficient funds.

15.4 The Customer shall keep all the Security Codes confidential and shall not disclose or make available such Security Codes to any third party. The Customer shall exercise due care to prevent any loss, theft or wrongful use of any Security Code. If a Security Code is lost, stolen or has otherwise been intercepted by or revealed to third parties, the Customer shall immediately deactivate the eDirham Payment Solution, notify the Bank and the relevant authorities in such circumstances immediately. The Bank shall not be held responsible in anyway whatsoever for the loss or misuse of any eDirham Payment Solution including the eDirham Card, any applicable PIN or any other Security Code

15.5 The Customer must ensure the safe and proper custody of the eDirham Card and must take the maximum care to prevent the same from being lost, stolen, used or passed into the possession of the eDirham Card to any other person. The Customer must promptly notify the Bank and the relevant authorities in such circumstances immediately. The Bank shall not be held responsible in case of a lost or stolen eDirham Card when used prior to receipt by the Bank of a reasonable and proper notice of such loss or theft.

15.6 The Customer shall only use and utilize the eDirham Payment Solutions for a permitted and legal transactions and for the lawful use and purpose and only in the United Arab Emirates in accordance with the Applicable Laws and these Terms and Conditions.

15.7 The Customer shall pay all fees, charges, taxes and costs imposed by the Bank and MoF and the relevant service provider for all transactions effected by using the eDirham Payment Solutions. The payment of such fees, charges, taxes and costs may be deducted from the balance in the eDirham Payment Solutions if the balance is sufficient. The Bank shall have the right but without obligation to debit the Customer's account (s) with the Bank for the foregoing purposes or to deduct any amount due to the Bank.

15.8 The Bank (acting reasonably), MoF or any other relevant authority may place certain restrictions on the eDirham Payment Solutions including, maximum daily restrictions on the number of transactions conducted thereon as well as the value of such transactions (whether individually or in aggregate) and any other restriction as the Bank, MoF or any relevant authority may deem appropriate. The Bank or the relevant authority may change such restrictions without giving any reason or prior notice to the Customer. Unless otherwise stated by the Bank or the relevant authority, such changes shall apply immediately.

15.9 The Bank or any relevant authority may at any time and for any reason or no reason, cancel, withhold, suspend, deactivate, terminate or replace any eDirham Payment Solution. Any such cancellation, suspension, replacement or termination, shall not prejudice any rights and liabilities of the Customer incurred in connection therewith on or prior to the date thereof.

15.10 The Customer hereby undertakes that it shall not utilize any eDirham Payment Solutions nor use any of the rights and benefits hereunder for any purpose that is not in conformity with the Islamic Shari'a. If the Bank finds out that any use thereof has been for any purpose that is non-compliant with Islamic Shari'a, then without prejudice to any other rights, ADIB shall be entitled to deactivate and cancel the right of the Customer to use the eDirham Payment Solution and prevent the use, and access thereof and the Bank will not be liable to the Customer for any loss, damage or expense thereby incurred or sustained.

15.11 The Customer shall take all reasonable precautions to ensure that his use of electronic means or devices to use the eDirham Payment Solutions and the Software and Materials are not affected by computer viruses, Trojan horse programs (such as key loggers) and other harmful programs or components.

15.12 The Bank shall not be responsible for any services and/or goods (as applicable) purchased by the Customer using the eDirham Payment Solutions or the failure of any merchant or third party to perform their obligations. In any and all circumstances the Customer must honor all transactions executed. For any claims to be valid the Customer must report to Bank for dispute within (14) fourteen calendar days from the date of transaction or within any other period specified by the Bank or MoF. The charges will be applicable for each disputed transaction according to schedule of charges declared by the Bank.

15.13 Any claims or disputes resulting from transactions conducted outside the networks of eDirham Payment Solutions according to the Scheme and the Applicable Laws are considered invalid.

16. Taxes

The Customer is solely responsible for the payment on all taxable supplies and the Customer's tax affairs in accordance with the Applicable Laws. Unless expressly provided to the contrary, all amounts expressed to be payable by the Customer herein are exclusive of any applicable taxes (including but not limited to value added tax (or any other tax)).

17. Limited Warranties

Save for reasons beyond the Bank's control, other reason attributable to third parties or Force Majeure, the Bank will use reasonable efforts so that the Bank's own Software and Materials relating to the eDirham Payment Solutions will perform reasonably, the Bank shall have no liability for breach of any implied terms including, without limitation, those as to satisfactory quality, merchant ability or fitness for any particular purpose.

18. Use of Communications

18.1 Subject to these Terms and Conditions, the Customer acknowledges and agrees that the Bank may use any contact details available in the Bank's records provided by the Customer including his mobile and/or telephone number(s), registered email address and postal address (residential and correspondence) to contact the Customer for any services or operational reasons and to notify the Customer of any changes including without limitation, fees, charges, expenses or for adding or amending any services hereunder.

18.2 Communications via e-mail, internet, short message service (SMS), or any other similar methods entail risks, the Customer acknowledges such risks and that any such communications may be intercepted, monitored, amended or otherwise interfered with by third parties. The Bank shall not be responsible or liable to the Customer or any third party in the event of any such occurrence in relation to any communication between the Bank and the Customer (or which appears to have been made on the Customer's behalf), or any communication the Customer asks the Bank to enter into with any third party.

19. Severability

If any provision(s) hereof shall be held and finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions thereof shall not be affected and remain in full force and effect.

20. Entire Agreement

These Terms and Conditions form the entire agreement between the Bank and the Customer concerning the use of the eDirham Payment Solutions. It supersedes any pre-existing communications, representations and discussions between the Bank and the Customer.

21. WAIVER

A failure by the Bank at any time to enforce any provision herein or under the Applicable Laws shall in no way affect its right thereafter to require complete performance by the Customer, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any provision, or be a waiver of the provision itself.

22. Further Assurance

The Customer shall do or procure the doing of all such further acts, and execute or procure the valid execution of all such documents, as may from time to time be necessary to give full effect to these Terms and Conditions and to vest in the Bank full benefit of the, rights and benefits under these Terms and Conditions.

23. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the Applicable Laws to the extent that such laws do not contradict with the rules and principles of the Islamic Shari'a as interpreted by the Islamic Shari'a Supervisory Committee of the Bank, in case of contradiction, the rules and principles of Islamic Shari'a shall prevail, 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