

Internet Banking Terms and Conditions

These Terms and Conditions governing Internet Banking ("**Terms and Conditions**") provided by Al Ain Finance PJSC ("**AAF**") shall be read in conjunction with the General Terms and Conditions for Accounts. These Terms and Conditions shall be read and understood before using any of the services provided under Internet Banking. This is a legally binding contract between the Customer and AAF establishing the terms and conditions under which the Internet Banking may be used. First use/transaction/enquiry under the Internet Banking implies that the Customer and each Authorised User has fully read, understood and accepted these Terms and Conditions.

Any capitalized terms not otherwise defined herein shall have the meaning given to them in the General Terms and Conditions for Accounts. This is a legally binding contract between the Customer, each Authorised User and AAF.

DEFINITIONS:

Account(s) means a bank account (including an account opened to record business, loan, finances, deposits and other transactions) opened and maintained by the Customer with AAF for the purposes of present and/or future utilization of the Service(s) provided by AAF.

Authorized Signatory means any individual person, who has been authorized by the Customer through duly executed and valid Power of Attorney, Partner Resolution, Board/Shareholder's Resolution or by Memorandum and Articles of the Company to sign, maintains and operates the Account(s) on behalf of the Customer including any/all of Service(s).

Available Balance means amount of funds available in the Account(s) based on the most recently available information to Internet 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).

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

Application means an application duly signed by the Customer requesting AAF to allow the Service(s) under the Internet Banking by providing details of the Authorised User.

Authorised User means a person the Authorised Signatory of the Customer may appoint through duly executed and valid authority Application to conduct Financial and Non-Financial Transactions through Internet Banking relating to the Customer. This person will be deemed to be an User under the General Terms and Conditions for Accounts.

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

Customer means a sole proprietorship, company or any juridical entity which maintains an Account with AAF and/or has obtained card(s) issued by AAF relating to the Account(s).

Charges means all amounts payable (including commission, fees, charges, etc.) by the Customer in connection with the use of the Internet Banking under these Terms and Conditions and includes, without limitation, to all Transactions fees, finance charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Customer's Account(s).

Cut-off time means the latest time in which a Customer initiated service request or funds transfer request will be accepted for processing each Business Day. Requests received after the Cut-off times or on a non-Business Day, will be deemed received as of the next Business Day.

User ID means the unique alphanumeric code provided by AAF. It allows an Authorized User to access the Service for the specific functions permitted to the Authorised User, when used in conjunction with the password and any other methodology, including facial recognition, or any other method that AAF may choose to adopt for better security, in its sole discretion.

Financial Transaction(s) means a Financial Transaction using the Internet Banking as provided by AAF causing movement of funds in the Account(s) which involves prior AAF approval and includes all transactions which involve the deposit, transfer or withdrawal of funds from the Account(s), or any other transaction determined to be a Financial Transaction by AAF at its sole discretion from time to time.

Instructions mean any request or the electronic instructions to AAF initiated remotely by an Authorised User and electronically transmitted via Internet Banking.

Limit means the daily limits as set out for usage of the Internet Banking for payments and transfer of funds from the Account(s), subject to availability of funds in the Account(s).

Privacy Policy means AAF's Privacy Policy, a copy of which is available at the Website's login page.

Remittance means a funds transfer from the Account(s) to any other account maintained by the Customer or a third party with another bank.

Security Codes means usage of the Customer's Login Password, User ID, Verification Codes and all other items included in the security procedures, or any other authentication methods/ encryptions (including registering for facial recognition) in accessing the Internet Banking.

Service(s) means any service provided under the Internet Banking offered by AAF, as amended from time to time.

Service Provider means a service provider assisting AAF or the third party engaged by AAF to provide the Internet Banking to the Customer.

Statement of Account means AAF's periodic statement sent to the Customer, showing particulars of the Transactions conducted under the Account(s) during a certain period, including debits with regards to various payments and transfers including Transaction(s) by using Internet Banking.

Transaction(s) means a financial transaction or non-financial transaction relating to Account(s), which is completed by AAF for the Customer following Instructions from an Authorised User available through the Internet Banking.

Website means AAF's official website <https://www.alainfinance.ae/> providing access to the Internet Banking. It means the website owned established and maintained by AAF located at the <https://www.alainfinance.ae/>

1. ELIGIBILITY AND USAGE OF INTERNET BANKING

- a) Internet Banking will be available for online, mobile and data connections, which meet the required specifications, and configurations as may be specified by AAF from time to time. The Customer and each Authorised User 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.
- b) Guidance on the operation and usage of the Internet Banking will be made available to the Customer and Authorised User.
- c) The Customer and each Authorised User must follow all relevant guidance whenever an Authorised User accesses or operates the Internet Banking.
- d) Use of the Internet Banking is permitted only upon AAF allowing access to the Customer and/or any Authorised User. AAF reserves the right to require further documentation prior to allowing such access.
- e) AAF may at its sole discretion, on a case by case basis, agree to provide any or all Service(s) under the Internet Banking to the Authorised User of the Customer aged between 18 and 21 years.
- f) As a condition of using the Internet Banking, the Customer and each Authorised User warrants to AAF that it will not use the Internet 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.
- g) The Customer and each Authorised User further warrants and represents that it will not use the Internet Banking in any manner that could damage, disable, overburden, or impair the Internet Banking or interfere with any other party's use and enjoyment of the Internet Banking.
- h) Neither 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 Internet Banking.
- i) The Customer warrants and represents that the Customer and each Authorised User will act in good faith on any and every Transaction instruction received by AAF from the Customer or any Authorised User and in the utilization of the Internet Banking.
- j) 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.

2. NON-ELIGIBILITY FOR INTERNET BANKING

The following are not eligible for Internet Banking:

- a) Any Account held in the name of a minor under guardianship or an Account under the minor's control (unless we agree otherwise and all of our requirements in relation to such Customer have been met).
- b) Any person authorized by the Customer to access his/her Account through Internet Banking who has not accepted these Terms and Conditions, as amended from time to time.

3. CONDITIONS RELATING TO MOBILE NOTIFICATIONS AND EMAIL NOTIFICATIONS

- a) AAF reserves the right to amend, supplement, suspend or withdraw mobile notifications and email notifications or any or all of the Service(s) provided as part of these notifications at any time, in its sole discretion without giving notice. Each such change is deemed to be binding whether or not the Customer has received specific notice of it.

- b) The Customer and/or any Authorised User gives his/her unconditional consent (i.e. opt-in) for AAF to send any marketing/promotional Mobile Notifications to the Authorised User's Mobile Number between 7.00 AM to 09.00PM. The Customer agrees that they shall contact AAF, in case the Customer or the Authorised User requires AAF to remove/opt-out their mobile number from the database for received any marketing/promotional mobile notifications to the Authorised User's Mobile Number, if they wish to do so.
- c) AAF shall not be responsible for any network failure by the GSM network provider or any transmission error or any failure of a mobile notification and/or email notification to reach the Customer or any Authorised User.
- d) Charges for receiving mobile notifications and/or email notifications will be completely borne by the Customer even if the mobile number has a roaming facility and the foreign operator charges for mobile notifications or as may be applicable to receive email notifications. The Customer and any Authorised User agree to receive any number/multiple messages/SMS of mobile notifications at any time.
- e) The Customer and each Authorised User agrees to fully indemnify AAF and hold AAF harmless against any and all actions, proceedings, liability, costs, charges, losses or damages (including legal costs) it may suffer in connection with the provision of mobile notifications and/or email notifications to the Customer or as a result of any transmissions over the GSM network in connection with mobile notifications.
- f) The Customer and/or any Authorised User shall immediately notify AAF of any loss or theft of the mobile number, hacking or unauthorised usage of Email ID and provide the requisite information to AAF in regards to the Mobile Notifications service to that mobile number and email notification to that Email ID.
- g) By applying for and receiving the mobile notification and email notification from AAF, the Customer is deemed to have read, understood and agreed to be bound by these terms and conditions.
- h) AAF will not in any way be responsible or liable for any loss, damage or other consequence arising from:
 - a. non-delivery of a mobile notifications as result of the Authorised User's mobile number being switched off, lost, or stolen;
 - b. delivery of a mobile notification to a party other than the Authorised User if the mobile phone number or SIM Card is not in the possession or control of the Customer or Authorised User for any reason whatsoever (whether with or without the consent of the Customer),
 - c. delivery of an email notification to a party other than the Customer if the Email ID is not in control of the Customer for any reason whatsoever (whether with or without the consent of the Customer), or
 - d. delivery of a message to another mobile phone/number/ email id due to the act or omission or error of AAF, its employees, officers or agents or any third party (including without limitation any service provider), or the use and provision of the mobile notifications and/or Email Notifications in any way.
- i) AAF accepts no liability for any loss or damage arising directly or indirectly from actions taken or not taken by the Customer or any third party in reliance on material or information contained in a message sent to the Customer by mobile notifications and/or email notifications.
- j) The Customer acknowledges that any Account balance given to the Customer and Authorised User through the use of mobile notifications and email notifications shall not for any purpose whatsoever be taken as a conclusive statement of the Customer's Account with AAF or Card usage. AAF may, in its absolute discretion, post all mobile notifications to the mobile number of a Customer and each Authorised User. The Customer acknowledges that in the future, AAF may send mobile notifications and email notifications and triggers via additional mediums of communication. AAF may from time to time, change the features of any trigger or mobile notifications and/or email notifications. It is the Customer's and Authorised User's responsibility to check all available mobile notifications and email notifications or triggers, which will be notified by AAF on the Website and/or to an Authorised User's mobile number/ Email ID. AAF may from time to time and in its absolute discretion, add, delete, and/or modify the mobile notifications and/or email notifications and triggers without giving any 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.
- k) The Customer and each Authorised User unconditionally consents to AAF 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 AAF 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 AAF 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.

DAILY LIMITS ON FUNDS TRANSFER & PAYMENTS

- a) Transactions on Internet Banking must not exceed the Customer's available balance in the Account on the day the transaction is made. The Customer and/or the Authorised User will not be able to transact in excess of the daily

Limit (in same and/or cross currency transfers) as determined by AAF from time to time. The daily Limit is the cumulative total of any number of Transactions. AAF reserves its right to change these Limits, and may amend them upon the request of the Customer and subsequent approval of AAF. AAF also reserves its right to solely determine the relevant exchange rate for any determination as to whether a daily Limit has been breached in relation to a cross currency transfer. If the Customer and/or the Authorised User tries to transfer funds that exceed the daily Limit, AAF will decline the Transaction request and the Customer and/or the Authorised User will receive a message stating that the entered amount exceeds the daily Limits.

- b) The Customer agrees that any payment Instructions submitted to AAF cannot be treated as evidence of AAF having paid or agreed to pay the sum so requested.
- c) 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.
- d) The Customer and each Authorised User shall ensure the sufficiency of funds in an Account prior to issuing Instructions to AAF to make a transfer from that Account. If for any reason an Account is overdrawn by use of the Internet Banking, the Customer shall be required to immediately pay to the Account or transfer funds from another account(s) (either with AAF or another financial institution) to remedy the deficit and to pay all relevant interest/profit rate and charges.
- e) The Customer hereby acknowledges all debits to an Account and other liabilities arising from the use of the Internet Banking by the Customer and/or an Authorised User and considers that AAF's books, entries and registers shall be final and conclusive evidence of the correctness of any instructions or Transaction.

CUT-OFF TIMES FOR SERVICE REQUESTS & FUNDS TRANSFER SERVICES

- a) The Customer and each Authorised User understands and agrees that services through Internet Banking provided AAF has Cut-off times for initiating a transaction or service request through Internet Banking that are subject to change from time to time and thus any such request made over the Internet Banking post Cut-off time shall get processed on the next Business Day. Cut-off timings are subject to change during the holy month of Ramadan and any other day declared holiday by the UAE Central Bank.
- b) The Customer and each Authorised User accepts that the cut-off time for a Business Day is the same as AAFs 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.
- c) The Customer and each Authorised User understands and agrees that any Funds Transfer Instructions to a beneficiary's account with any other bank within the UAE or a bank outside the UAE will be sent by electronic funds Transfer. The debit for the transferred funds will be reflected in the Customer's Account on the Business Day that the instruction has been executed by AAF. If AAF faces any technical problems in executing the instruction by electronic funds transfer, AAF may decline the instruction.

SERVICE(S) UNDER INTERNET BANKING

AAF may at its sole discretion amend or cancel any of the following Services at any time without giving notice to the Customer or any Authorised User:-

(i) Bank Account Services:

- a. Obtain operating Account balances; make service requests for new cheque books and Duplicate statement.
- b. All operating Accounts in the Customer's name will automatically be linked to the Internet Banking.
- c. Obtain fixed deposit account balances, make service requests for opening new deposits, premature closure of fixed deposit accounts, renewal of deposits and maturity payment Instructions corresponding to the Customer's Account. Any, payment or transfer of fixed deposits to a third party's account is prohibited through the use of Internet Banking.
- d. Obtain loan account balances / finance statements and loan security details. Make service requests for temporary and permanent release letters (loans/finances), postponement of instalment payments, balance confirmation letters and liability and non-liability letters
- e. Review and download Account balances and transaction histories for a specified duration. Account balances and transaction histories reflected until the time of making the online inquiry.
- f. Change Login Passwords.
- g. All Service requests made by the Customer will be processed offline (unless otherwise specified), and will be approved at sole discretion of AAF. The Customer is able to see the current status of their service request as pending, completed or declined.

CUSTOMER AGREES AND UNDERTAKES THAT:

- a) AAF is not required to make any investigations regarding the identity of the user gaining access to the Internet Banking, other than the Security Codes provided in the security procedure and/or any other additional security methods/devices implemented by AAF at its absolute discretion.
- b) The Customer is liable for the usage of the Security Codes and any other authentication methods/devices used to access any of the Services under the Internet Banking by authorized personnel, unauthorized personnel or any other third parties.

- c) AAF can reasonably rely on the authenticity of Transactions conducted by the Customer or by Authorised User or anybody else on the Customer's behalf by accessing the Internet Banking using Security Codes and the security procedures. If AAF has reason to doubt the genuineness of any Instruction or Transaction, AAF may, in its own discretion, choose not to process the Instruction and/or Transaction initiated using any of the Internet Banking.
- d) The Customer is responsible for the accuracy of information submitted to AAF and AAF shall not bear any liability for any loss or damage arising from any erroneous or insufficient information provided to AAF.
- e) The Customer agrees that AAF may at its sole discretion include additional banking products or services in the Internet Banking or discontinue some of the products and Services provided in connection with the Internet Banking.
- f) The Customer undertakes to execute any additional documents that may be required by AAF prior to providing any existing/modified/additional Service under the Internet Banking. Where a Customer fails to comply with such requirements, the Customer shall not be eligible for such existing, enhanced or modified Internet Banking and AAF will be entitled to withdraw the Services provided earlier.
- g) The Customer shall ensure sufficient drawing balance in the Customer Account relating to the Internet Banking, before making any payment or funds transfer. If for any reason, the Customer Account is overdrawn by use of the relevant Internet Banking, the Customer shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other Account maintained with AAF. Failure to comply with this condition shall entitle AAF to cancel the relevant Internet Banking and to recover or set-off any outstanding amounts and Charges from the Customer in a manner deemed appropriate by AAF.
- h) The Customer irrevocably and unconditionally accepts that any Transaction and/or Instruction made or given through the Internet Banking will be entirely at the Customer's own risk and responsibility. AAF's record of any Transaction or Instruction processed in connection with Internet Banking will be binding and conclusive evidence of such Transaction or Instruction for all purposes.
- i) The Customer agrees that all security procedures used and implemented by AAF are reasonable and adequate. The Customer shall safeguard and ensure that the security procedures are kept secret at all times and shall diligently safeguard from disclosure and/or use by any other person(s), the Customer's Security Codes, or any other authentication methods/devices, not to be disclosed to any third parties or unauthorized personnel.
- j) The Customer is advised:
 - i) to remember the Security Codes and destroy any notification as soon as the Customer receives it;
 - ii) not to write down or record their Security Codes;
 - iii) that any security-related device must be kept physically secure, which includes making sure that Security Codes are not kept in any form (including by browser or any other software) in such a way that anyone using the same device can go through the security procedures using stored details; and
 - iv) to note the restrictions for usage of the Security Codes and/or any other authentication methods/devices as advised by AAF.
- k) The Customer will have access to AAF's network 24 hours/7 days, with the exception of any planned or unexpected shutdowns during operating and non-operating hours. The Customer acknowledges that such shutdowns may result in either partial or no access to the Internet Banking. AAF reserves the right to record in its information systems all data concerning any communication or action relating to any Transactions. AAF will use reasonable endeavours to execute Instructions as soon as these are received from the Customer and accepted by AAF's information systems but does not guarantee any indicated turnaround time. The date and content of each Instruction will be verified by any means available to AAF.

ACCESS TO ACCOUNTS AND AVAILABILITY

- a) The Customer and any Authorised User may request and receive information on most types of Accounts for which the Customer is the account owner. AAF may restrict:
 - . The maximum number of Accounts accessible using the Internet Banking;
 - a. the Accounts which the Customer can nominate for use on the Internet Banking; and
 - b. Customer or Authorised User use of the Internet Banking on a particular Account (e.g. AAF may limit the amount of any type of Transaction on a particular Account).
- b) AAF reserves the right to limit the amount and frequency of Transactions that a Customer or Authorised User may use via the Internet Banking, with prior notice being given to the Customer. AAF 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.
- c) AAF will endeavour to ensure the Internet Banking continues to function, but its operation may be subject to interruptions and/or require periodic modifications and improvements. To help reduce the risks, AAF may introduce or modify limitations on Transaction size, funds Transfer destinations and other features of the Internet Banking.

AUTHORISATION

- a) The Customer irrevocably and unconditionally authorises AAF to:
 - i) access his Account registered for the Internet Banking to effect banking or other Transactions.
 - ii) disclose to the Service Provider or any other third party, all Customer and Authorised User information in his possession, as may be required by them to provide the Internet Banking to the Customer or any Authorised User.
 - iii) record the Transaction details on AAF's records and agrees that all records of AAF generated by the Transactions arising out of use of the Internet Banking, including the time of the Transaction recorded shall be conclusive proof of the genuineness and accuracy of the Transactions.
 - iv) 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 AAF's format or other requirements.
 - v) introduce any new Service(s) through the Internet Banking at any time in future and undertake Transactions using such new Service(s) when a request is received from him.
- b) The Customer and each Authorised User acknowledges and agrees that when AAF and/or its Service Provider effect a Transfer or Remittance from or to any of the Customer Accounts, AAF 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 AAF, its affiliates, Service Provider and partners shall be entitled to rely on the foregoing authorisation, agency and authority granted by the Customer. AAF shall be under no obligation to accept any amendment or cancellation of any Instruction by the Customer or any Authorised User.
- c) The Customer irrevocably authorises AAF to accept and act upon all Instructions for Financial Transactions and Non-Financial Transactions provided via the Internet Banking by the Customer or any Authorised User.

EQUIPMENT/SOFTWARE

- a) The Customer is solely responsible for ensuring that the mobile device/ phone and other equipment with which the Customer or any Authorised User accesses and uses the Internet 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).
- b) 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 Internet Banking on the Customer's or any Authorised User's mobile device;
 - i) 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;
 - ii) neither reproduce, modify or reverse engineer, modify or decompile the software nor permit any other person to do so;
 - iii) not permit any person to access the Security Codes or otherwise enable any person to download a copy of the Software.
- c) The Customer and each Authorised User acknowledges that the Internet Banking and all Software are owned, proprietary or licensed to AAF and/or third party providers.
- d) The Customer and each Authorised User agrees to have always the latest version of the Software.
- e) AAF is not required to support all the versions of mobile devices or operating systems.

RESPONSIBILITIES

- a) The Customer and any relevant Authorised User are each responsible for protecting their Security Codes and Password for use under Internet Banking.
- b) The Customer and each Authorised User accepts that for the purposes of the Internet Banking any Instructions or Transaction emanating from the given mobile device/ number shall be assumed to be initiated by the Authorised User.
- c) The Customer and/or any Authorised User shall request AAF, through any of banking channels, to suspend the Internet 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 shall immediately inform AAF in writing of any change in the mobile number or any unauthorised Transaction in his Account of which he/she has knowledge.
- d) It shall be the responsibility of the Customer and each Authorised User to ensure he/she is updated regarding any information relating to the Internet Banking as AAF may, in its absolute discretion, provide (including, without limitation, any additional services under the Internet Banking).

- e) The Customer and each Authorised User shall be responsible for providing the correct beneficiary details for a Transaction.

CONFIDENTIALITY AND DISCLOSURE

- a) To the extent not prohibited by applicable law, AAF 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 Internet Banking to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors, Service Providers and other third parties selected by AAF, wherever situated, for confidential use in connection with the Internet Banking. Further, AAF 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 AAF to any other financial institution or any regulatory or other body. This clause will survive the termination of this Agreement.
- b) AAF shall make all reasonable efforts to ensure that the Customer's and each Authorised User's information is kept confidential. AAF however shall not be responsible for any divulgence or leakage of confidential Customer or Authorised User information where AAF is not in breach of confidentiality laws/regulations of UAE.
- c) AAF does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Internet Banking. AAF 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 Internet Banking.
- d) The Customer and each Authorised User unconditionally accepts that some information regarding Internet Banking, Mobile Notifications and/or Email Notifications and triggers may be transmitted to and/or stored at various locations accessible by AAF personnel and its affiliates within or outside the United Arab Emirates. The Customer and each Authorised User authorises AAF to provide information or details relating to the Customer's Account and preferences for mobile notifications and/or email notifications and triggers, within or outside the United Arab Emirates.
- e) AAF will not act on any Instructions via e-mail nor will AAF, 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, AAF shall in no circumstances be liable for any loss or damage arising from such use.

ACCURACY OF INFORMATION

- a) The Customer and each Authorised User takes the responsibility for the correctness of the information supplied to AAF through the use of the Internet Banking or through any other means such as electronic mail, written communication, or telephone.
- b) The Customer and each Authorised User accepts that in case of any discrepancy in the information provided with regard to the Internet Banking the onus shall be upon the Customer only. The Customer and each Authorised User agrees to be responsible to furnish accurate information at all times to AAF including when utilizing the Internet 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 AAF immediately. AAF will endeavour to correct the error promptly wherever possible on a best effort basis.
- c) AAF shall also not be responsible for any incidental error which occurs in spite of necessary steps being taken by AAF 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 AAF 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 AAF.
- d) The Customer and each Authorised User acknowledges that Account balance provided by AAF through the use of Internet Banking shall not for any purpose whatsoever be taken as a conclusive statement of the Customer or Authorised User's Account with AAF.

CHARGES AND FEES

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

SECURITY

- a) AAF undertakes to use reasonable care that the Password shall not become known to any of AAF's employees or agents unless it is, in the sole discretion of AAF, necessary for them to have such knowledge. It is the responsibility of the Customer and each Authorised User to set the Password during registration and to change it as and when required in order to secure confidentiality and security of the Password.
- b) 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 Internet Banking as strictly private and 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 AAF as an Authorised User and AAF 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 AAF immediately.
- c) 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 AAF. AAF is not obliged to give prior notification to the Customer or any Authorised User for any technological change.
- d) 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/phone/ email ID 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/phone/ email ID in such a manner that anyone using the same device will not be able to access the information.
- e) In the event that the Customer or any Authorised User loses possession or control of the mobile device/phone/ email ID on which the Software and/or the Security Codes are installed and on which the Customer or Authorised User receives mobile notifications and/or email notifications, the Customer or that Authorised User must immediately notify and instruct AAF in writing to revoke the Security Codes and discontinue Internet Banking. Any Instructions received by AAF 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 AAF 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 AAF for any kind of unauthorised or unlawful use of any of the above mentioned Passwords or of the Internet 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 AAF.

INDEMNITY AND LIMITATION OF LIABILITY

- a) In consideration of AAF agreeing to provide the Internet Banking to the Customer or any Authorised User, the Customer or any Authorised User hereby irrevocably agrees to indemnify and keep AAF indemnified, at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, suffered or incurred by AAF 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:
 - . the use of the Internet Banking and any and all Transactions initiated by the use of the Internet 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, AAF 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;
 - i. the provision of Internet Banking to the mobile device/phone of a Customer and each Authorised User or as a result of any transmissions over the GSM network in connection with such mobile notifications.
 - ii. 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 on the Customer's or any Authorised User's part to advise AAF within a reasonable time about any loss of the mobile device/phone or unauthorized access or Transaction in the Account; and
 - iii. AAF supplying credit information to any relevant entity provided that such information has been supplied by AAF to the relevant entity in good faith and with reasonable care.
- b) The Customer and each Authorised User 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 Internet Banking.
- c) Except as expressly provided in these Terms and Conditions, AAF, 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 AAF 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:

- i) any use of or inability to use the Internet Banking;
 - i. any inaccuracy incompleteness or misinformation of any information or amount retrieved by AAF in relation to the Account;
 - ii. the erroneous input of Instructions or any other information by the Customer or any Authorised User;
 - iii. 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;
 - iv. any breach of security caused by the Customer, any Authorised User or any third party;
 - v. any Transactions entered into based on the Internet Banking;
 - vi. any loss of, unauthorised access to or alteration of information or data during processing or transmission;
 - vii. payment Instructions submitted to AAF where the time of receipt of such Instructions by AAF does not fall during the normal business timings of AAF;
 - viii. AAF's access to the Account;
 - ix. AAF acting on the Customer's or any Authorised User's Instructions;
 - x. any Transaction limit or restrictions set by AAF or any third party;
 - xi. any unauthorised use of the Password or mobile device/phone or for any fraudulent, duplicate or erroneous transaction instructions provided by the Password or mobile device/phone;
 - xii. any unauthorised access by any other person or breach of confidentiality;
 - xiii. any lapse or failure on the part of the Service Provider or any third party affecting the Internet Banking;
 - xiv. any unavailability or improper functioning of the Internet Banking for any reason including due to the location, mobile network availability and signal strength, proper functioning of hardware, Software or the mobile device/phone;
 - xv. the non-delivery or delayed delivery of mobile notifications, email 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 mobile notifications and/or email notifications or information to a party other than the Customer or Authorised User if the mobile device/phone is in the possession or control of such party for any reason whatsoever, (iii) the delivery of SMS, mobile notifications or information to another mobile device/phone or mobile number due to the act, omission or error of AAF'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 a mobile notification and/or email notifications or (v) the use and provision of the mobile notifications and/or email notifications service in any way whatsoever;
 - xvi. any delay, interruption, suspension, resolution or error of AAF 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 AAF's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer or any Authorised User, AAF's system or the network of any Service Provider and/or any third party who provides such services as is necessary to provide the Internet Banking;
 - xvii. any dispute between the Customer or any Authorised User and a Service Provider or any third party (whether appointed by AAF in that behalf or otherwise);
 - xviii. use of the Internet Banking by any other person with an express or implied permission of the Customer or any Authorised User;
 - xix. the confidentiality, secrecy and security of the personal or Account information being sent through the Internet Banking to effect Instructions;
 - xx. disclosure of personal information to a third party by AAF, 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
 - xxi. the mobile device/phone or any other item of the Customer's equipment not being suitable or not functioning properly.
- d) The Customer may access a statement of all the transfers and payments effected or pending at any time. If any Transaction could not be completed, AAF and/or its Service Provider, upon learning that such transfer or payment have failed; will make reasonable efforts to complete the transfer/payment. If the transfer/ payment fail a second time, AAF will notify the Customer. AAF does not guarantee good and timely execution of Transactions and will not be liable for any direct, indirect, incidental, special or consequential damages if AAF's failure to complete any Transaction under the Internet Banking, which was not intentional and resulted from a bona fide error, notwithstanding AAF's procedures to avoid such error, for instance:

- i. if the Customer does not have enough Available Funds in their Account to make the transfer;
- ii. if the Customer's computer malfunctions;
- iii. if AAF's browser or the processing centre of AAF or its agent that is used for Internet Banking is not working properly and the Customer knew or is advised by AAF or its agent about this when the Customer made the Transaction;
- iv. if circumstances beyond AAF's control (such as fire, flood, computer failure or interference from an outside force) prevent the Transaction from being properly executed or completed;
- v. if the Customer's Password or User ID have been reported lost or stolen or AAF has reason to believe that the Transaction is unauthorized;
- vi. if the Transaction would violate any applicable provision of any risk control program or applicable policies, procedures or practices or laws or government regulations;
- vii. if AAF has reasonable cause not to honour for AAF's protection or for the Customer's;
- viii. if the Customer's access to the Internet Banking has been suspended;
- ix. if the funds in the Customer's Account are subject to legal process or other encumbrance restricting the transfer, AAF shall not be obligated to inform the Customer of a failure to effect any payment or execute any Transaction for any of the abovementioned reasons. AAF may at any time request from the Customer's written confirmation of submitted Transactions. The Customer declares that none of its Transactions shall contribute to the laundering of criminal proceeds and the Customer assumes responsibility for the authenticity and lawfulness of its Transactions.

LIABILITY AND WARRANTIES

- a) The Customer and each Authorised User understands and agrees that:
 - i) the Internet Banking are provided "as-is" except as otherwise provided in these Terms and Conditions or AAF's Disclaimer and Privacy Policy as provided on AAF's Website and as required by law; and
 - ii) use of the Internet Banking including any material and / or data download or otherwise obtained through the use of the Internet Banking is downloaded or obtained at the Customer's and each Authorised User's own risk.
- b) AAF 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.
- c) Except as expressly set forth in these Terms and Conditions, AAF 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 AAF 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 Internet Banking, or that the Internet Banking will meet requirements of all users, be uninterrupted, timely, secure or error free. AAF makes no warranty as to the quality of service provided by any Service Provider.
- d) The Customer agrees that the Internet Banking is provided exclusively for the benefit of the Customer and the Authorised Users. AAF shall not be held liable in any manner or form, for providing the Internet Banking, including but not limited to, any of the following:
 - i) if the Customer is unable to access and/or utilize the Internet Banking due to any reason beyond AAF's control including any technical, communication or network malfunction or breakdown;
 - ii) for any loss or damage that may arise or be incurred directly or indirectly by reason of AAF carrying out the Customer's Transactions or Instructions or from any malfunction or failure of the Internet Banking;
 - iii) for any change, alteration, additions or deletions to these Terms and Conditions, the Internet Banking, the systems of operation of the Internet Banking or the daily Cut-off times;
 - iv) for any partial, incomplete, late or failed transfer, remittances to any payee/beneficiary nominated under the Internet Banking due to any reasons beyond AAF's control.

VIRUSES AND TECHNICAL PROBLEMS

- a) AAF shall not be held liable for any harm caused by the transmission through the Internet 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 Internet Banking or any of the Customer's or any Authorised User's software, hardware, data or property.
- b) The mobile telecommunication channel is subject to inherent technological deficiencies, network traffic congestion and other extraneous factors beyond AAF'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 AAF'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 User acknowledges and agrees that it is not usually possible to cancel an Instruction after it has been given.

INTELLECTUAL PROPERTY RIGHTS

- a) The Customer and each Authorised User acknowledges that AAF 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.
- b) 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 Internet Banking and subsequent amendments including user 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 AAF 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 Internet 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 AAF (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. AAF 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 AAF 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 AAF under this clause.
- c) 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.
- d) 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:
 - i) 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;
 - ii) 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;
 - iii) 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;
 - iv) the Customer and each Authorised User agrees to notify AAF as soon as it is aware of any infringement of AAF'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 AAF to prevent or limit the scope of such infringement.
- e) In case of the Customer's or any Authorised User's violation of or infringement of the Intellectual Property Rights by any means, AAF 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.
- f) 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.

SUSPENSIONS, REINSTATEMENT OF ANY SERVICE(S) OR USE OF INTERNET BANKING

AAF may at its sole discretion amend or cancel any of the following Services at any time without giving notice to the Customer:-

- a) In the event that AAF at any time incurs a problem with the Customer's use of any Service(s) under the Internet Banking, including without limitation a failure in attempting to debit any of the Customer's Accounts or to collect with respect to any of transfers or payments, without limiting any other right or remedy that AAF may have under these Terms and Conditions or otherwise, AAF reserves the right to suspend the Customer's right to use the Internet Banking, immediately and without prior notice to the Customer. The Customer understands and agrees that such action is reasonable for AAF to take in order to protect the Customer's Accounts and AAF from loss.

- b) In the event of such suspension, the Customer may request reinstatement of the Service(s) by contacting AAF using any of the methods provided for under these Terms and Conditions. AAF reserves the right in its sole discretion to grant or deny reinstatement of the Customer to use any of the Service(s) or the Internet Banking.
- c) The Customer and each Authorised User further agrees that AAF shall be entitled at any time, at AAF's sole discretion and without prior notice, to temporarily suspend the operation of the Internet Banking for updating, maintenance and upgrading purposes, or any other purpose whatsoever as AAF deems necessary, and in such event, AAF 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.

AMENDMENTS/CHANGES TO INTERNET BANKING

- a) The Customer agrees that AAF may modify/change the Internet Banking or any one of the Service(s), use of the some or all accounts within the Internet Banking, with or without notice, without liability to AAF. AAF reserves the right to change the Terms and Conditions of a particular Service under the Internet Banking in its sole discretion at any time.
- b) The Customer agrees that if the Customer continues to use any Service(s) after AAF notifies the Customer of any change, the Customer thereby accepts the changes to such terms and agrees to be bound by these Terms and Conditions, as amended.
- c) AAF 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.
- d) AAF may notify the Customer of any amendments to these Terms and Conditions through electronic communication in Customer's bank's email 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 these Terms and Conditions.

DISCONTINUATION AND TERMINATION OF SERVICE(S) UNDER INTERNET BANKING

- a) AAF reserves the right, subject to applicable law, to discontinue, withdraw or terminate the Service(s) under the Internet Banking and the Customer's right to use the Internet Banking at any time and for any reason, including without limitation if AAF, in its sole judgment, believes that the Customer is engaged in activities that violate any of the terms under these Terms and Conditions or the rights of AAF and/or AAF's Service Provider, or if the Customer provides AAF with false or misleading information or interferes with other users or the administration of the Internet Banking.
- b) It is a condition precedent for use of the Internet Banking that the Customer maintains an Account(s) with AAF in UAE and in the event where the relationship is terminated for any reason or in the event of any breach of these Terms and Conditions, AAF shall be entitled forthwith to cancel/terminate the Internet Banking without providing any reason whatsoever.
- c) If the Customer wishes to terminate the Internet Banking or any Authorised User's authority to operate the Internet Banking, the Customer may do so through Internet Banking or through AAF's branches by completing an application form and de-registering from the service. Notwithstanding the termination of the Internet Banking or any Authorised User's authority, the Customer shall remain accountable for all Instructions and/or Transactions effected prior to any such cancellation.
- d) AAF may terminate the access to the Internet Banking immediately if the Customer:
 - . or any Authorised User breaches these Terms and Conditions;
 - a. becomes insolvent or becomes bankrupt;
 - b. ceases to maintain an Account with AAF in the United Arab Emirates;
 - c. AAF terminates the Customer's relationship with AAF for any reason; or
 - d. or any Authorised User notifies AAF of changes in the status of the Customer or any Authorised User, which are unacceptable to AAF.

MISCELLANEOUS PROVISIONS:

- a) The Customer and each Authorised User agrees that if any further Accounts or products or services are subscribed to by the Customer with AAF or any of its affiliates, and AAF extends Internet Banking to such Accounts, products or services, then these Terms and Conditions shall automatically apply.
- b) No forbearance, neglect or waiver by AAF in the exercise or enforcement of any right or remedy arising from any of these Terms and Conditions will prejudice AAF's right thereafter to strictly enforce the same. No waiver by AAF will be effective unless it is in writing.

- c) 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.
- d) AAF 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 AAF.
- e) The Customer is deemed to have read, understood and agreed to be bound by these Terms and Conditions. At any time, AAF may change, add, amend, supersede or supplement any or all of the provisions of these Terms and Conditions. AAF will notify all the Customer in writing of any amendments to these Terms and Conditions and such amendments will be effective from the date such changes are notified to all Customers. However, such changes are deemed to be binding on the Customer whether or not the Customer has received specific notice in person of such amendments.
- f) The Customer consents and agrees that AAF:
 - i) may disclose information regarding the Customer, including Credit Information, to any relevant entity;
 - ii) may obtain any Credit Information relating to the Customer or any entity over which the Customer has control either as shareholder, authorised signatory, Authorised User 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 AAF;
 - iii) 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 AAF 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 AAF 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 AAF;
 - iv) AAF's Service Providers reserve the right to obtain such information as AAF deems reasonably necessary to ensure that neither the Customer nor any Authorised User is using the Internet 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 Internet 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.

GOVERNING LAW AND JURISDICTION

- a) 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 Dubai, as applicable from time to time and AAF 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.
- b) 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.
- c) Submission to the jurisdiction of the courts of the UAE shall not limit the right of AAF 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.