



FAB Business Channels Terms and Conditions

1 Electronic Banking Conditions

- 1.1 These terms (the "**Electronic Banking Conditions**") govern the Electronic Banking Service between the Customer and the Bank.
- 1.2 The «General Terms and Conditions for Accounts» issued by the Bank from time to time (the "**General Conditions**") apply to these Electronic Banking Conditions as if expressly set out in these Electronic Banking Conditions (but subject to Clause 1.6 of the General Conditions) and expressions defined in the General Conditions have the same meanings when used in these Electronic Banking Conditions (unless otherwise specified).
- 1.3 For the purposes of the General Conditions, the Electronic Banking Conditions are Specific Conditions.

2 Use of the Electronic Banking Service

- 2.1 The Customer (to the extent selected in a Service Application Form provided by the Customer) authorises and instructs the Bank to supply each Service using the Electronic Banking Service.
- 2.2 If the Customer has an Eligible Account with the Bank, the Customer may (subject to the discretion of the Bank) apply to use the Electronic Banking Service.
- 2.3 If the Customer ceases to have an Eligible Account, the Bank may deny the Customer or any of its Users from having access to the Electronic Banking Service.
- 2.4 The Customer may request or withdraw any Service requested to be provided using the Electronic Banking Service using a Service Application Form or submitting an Instruction.
- 2.5 The Bank shall provide the customer with a USB with an embedded secured browser. Use of the USB is at the Customer's risk and the Bank is not liable for any action, omission or commission of the secured browser application.
- 2.6 The Portal may only be used to settle genuine and lawful transactions arising in the ordinary course of business.

3 Appointment of Users

- 3.1 The Customer may nominate any person in a Service Application Form to have prescribed levels of access to any Account or Service using the Electronic Banking Service (a "**User**").
- 3.2 The Customer confirms that it appoints each User to make decisions and give Instructions on behalf of the Customer.
- 3.3 The Bank is under no obligation to verify that the Customer or any User has the authority to authorise, instruct, nominate or access any Account using the Electronic Banking Service.
- 3.4 Each User will have a Security Device.
- 3.5 The Customer (irrevocably and unconditionally) undertakes to inform the Bank (promptly) if it wishes to change a User.
- 3.6 The Customer shall give the Bank (at least five Business Days' notice) of any change in the identity of any its

Users.

4 Instructions

- 4.1 The Customer may use the Electronic Banking Service subject to any applicable cut-off time.
- 4.2 Receipt of any Instruction by the Bank is not guaranteed by using the Electronic Banking Service.
- 4.3 The Bank shall act on an Instruction during business hours on a Business Day (subject to any cut-off times advised by the Bank on the Electronic Banking Service).
- 4.4 Any Instruction received after the cut-off time will be processed on the following Business Day.
- 4.5 Each Customer is required to digitally sign an Instruction and the digital signature shall act as an authorisation for the Bank to execute that Instruction.

5 Rules of Transactions

- 5.1 Daily online limits (including the corporate, initiation and approval limits) are calculated as part of each Transaction executed by the Customer or any User on that day through the Electronic Banking Service.
- 5.2 Any Transaction in relation to a Service initiated by the Customer or any User shall be executed in accordance with the applicable authorisations set out in any Service Application Form in existence for that Service at the time of initiation of that Transaction.
- 5.3 Any amendment or deletion of any beneficiary's details shall not be reflected on any Transaction or template Transaction already set-up (including any future dated Transaction or Standing Instruction).
- 5.4 The Customer agrees that (by using the Prepaid Card Service using the Electronic Banking Service) the Prepaid Card Conditions and the WPS Conditions shall apply.

6 Alerts

- 6.1 Alerts and notification services are available through the Electronic Banking Service.
- 6.2 The Customer can set up and choose the types of alerts and notifications or make changes to the choices through the Electronic Banking Service.

7 Portal Service

7.1 Use of the Portal Service

- 7.1.1 Subject to the Relevant Terms, the Bank grants the Customer a right to view its Eligible Accounts through the use of the Portal.
- 7.1.2 The Bank will grant the Customer:
 - (a) a username;
 - (b) a Security Code; and
 - (c) a Security Device,
 which (when used together) will allow the Customer or a User limited access to the Portal.
- 7.2 Multi-Banking Services
Where the Portal Service permits the Customer to

access information and services provided by another bank ("**Multi-Banking Services**"), the provision of any Multi-Banking Service shall be subject to the agreement of the Customer and that other bank and are not subject to the Relevant Terms.

7.3 New Portal Service

- 7.3.1 The Bank may (from time to time) offer a service other than the existing Portal Services (a "**New Portal Service**").
- 7.3.2 Any terms applicable to a New Portal Service shall be subject to the Relevant Terms and such terms shall be made available on the Portal or by the Bank.

8 Confidentiality

- 8.1 By providing any Instruction using the Electronic Banking Service, the Customer may be identified as the sender and certain proprietary information may be revealed to third parties.
- 8.2 If a third party is outside the UAE, the relevant information may be subject to the laws of the jurisdiction in which information is processed or the third party is located.
- 8.3 If the Customer accesses or receives information through the Electronic Banking Service that is not intended for the Customer, the Customer shall:
- (a) (promptly) notify the Bank;
 - (b) not access that information further and (promptly) delete it; and
 - (c) keep that information confidential.

9 Security and Security Codes

- 9.1 Requests made by the Customer for a new Security Code will be responded to by the Bank only upon positive authentication of the Customer.
- 9.2 The Bank will reset and issue a new Security Code to be delivered to the Customer.
- 9.3 From time to time, the Bank may require the Customer or any User to change its Security Code.
- 9.4 If the Customer or any User misuses the Electronic Banking Service, the Bank may disable the access to the Electronic Banking Service of the Customer or that User.
- 9.5 The Bank shall use reasonable endeavours to:
- (a) reduce any security risk associated with the use of the Electronic Banking Service; and
 - (b) keep the Electronic Banking Service secure through the use of browser-based encryption and various security measures described on the Portal.

10 Notices

- 10.1 The Bank may deliver any notice or communication to the Customer using the Electronic Banking Service and that notice or communication shall be deemed served at the time it is posted using the Electronic Banking Service.
- 10.2 Without prejudice to Clause 27 (Communication and Delivery) of the General Conditions or this Clause 10,

the Customer may contact its designated relationship manager if it has any queries about the operation of the Electronic Banking Service.

11 Liability

- 11.1 The Bank may be liable for any direct Loss suffered by the Customer arising from or in relation to any failure of (or any unauthorised and/or unlawful access to) any machine, data processing system or transmission link of the Bank that is attributable to the Bank's gross negligence or wilful default in accordance with Clause 36.3 (Indemnity and Limitation of Liability) of the General Conditions.
- 11.2 The Bank does not represent or warrant that the Electronic Banking Service, any content on the Portal or any Security Code:
- (a) will be provided uninterrupted or error-free or that any identified defect will be corrected; or
 - (b) is free from any computer virus or other malicious, destructive or corrupting code, agent, programme or macros.
- 11.3 The Bank accepts no liability for any of the matters set out in Clause 11.2 (Liability).
- 11.4 The Customer agrees that:
- (a) any Service provided using the Electronic Banking Service may require additional processing within the Bank;
 - (b) it may take time to process any Transaction or Instruction; and
 - (c) the Bank shall not be liable for any Loss that may result due to any such delay.

12 Termination

Upon termination of the Electronic Banking Service, the Customer shall (and shall procure that each User shall) surrender each Security Device issued to it and each User to the Bank.

13 Execution

Any Service Application Form may be executed either by being physically signed or (if the Relevant Terms (or solely the Electronic Banking Conditions) is viewed on a website) by the acceptance of such terms as shown by a click on an «I Accept» button or similar.

14 Miscellaneous

- 14.1 The Customer (irrevocably and unconditionally) shall inform the Bank (promptly) if it discovers that any information on the Electronic Banking Service is incorrect.
- 14.2 Other than as set out in these Electronic Banking Conditions, all warranties, conditions, terms and undertakings (express or implied (whether by federal or local law, custom, trade usage, course of dealings or otherwise) (including as to quality, performance or fitness or suitability for purpose)) in relation to the Electronic Banking Service are excluded to the fullest extent permitted by law.

Glossary

Electronic Banking Service:	The electronic banking system that enables a Customer to: (a) conduct a Transaction or an Instruction; (b) enquire or download statements in relation to an Account; or (c) benefit from a Service (including the Portal Service), using the internet.
Full Portal Service:	The service whereby the Bank allows the Customer or any User access to the Portal in accordance with the Relevant Terms (including the Customer or that User being able to effect any Transaction).
Instruction:	Any instruction, communication, order, message, data or information that the Customer or a User has initiated remotely and electronically transmitted to the Bank (including received by the Bank or its system from the Customer, a User, the Customer's systems or devices or the Bank's systems) using the Electronic Banking Service (including whether as a result of any act or omission of the Customer or any User).
Portal:	The electronic platform through which a Customer can access the Portal Service.
Portal Service:	The Full Portal Service and the View Only Portal Service (in each case) to the extent selected in any Service Application Form.
Prepaid Card Service:	Has the meaning given to it in the «Prepaid Card Conditions».
Relevant Terms:	The General Conditions, these Electronic Banking Conditions and any Service Application Form in relation to the Electronic Banking Service.
Security Device:	(a) A «Relationship Management Application» key; (b) (to the extent selected in a Service Application Form in relation to a User) a hard or a soft token; and (c) any other device designated as such by the Bank.
User:	Has the meaning given to it in Clause 3.1 (Appointment of Users).
View Only Portal Service:	The service whereby the Bank allows the Customer or any User access to the Portal in accordance with the Relevant Terms, but without the Customer or that User being able to effect any Transaction (including viewing details related to term deposits and wakala deposits).