


APPLICATION FORM FOR ABU DHABI PAY EXCELLENCE PREPAID CARD

Thank you for applying for the Abu Dhabi Pay Excellence Prepaid Card with First Abu Dhabi Bank PJSC. For clarification, please call 6005 23729.

APPLICANT DETAILS

Register for*: ☐ Excellence Card 

Title in English*: ☐ Mr ☐ Mrs ☐ Ms ☐ Other

Full name in Arabic* (Surname to be underlined):

Full name in English* (Surname to be underlined):

Embossed name in English*: Embossed name in Arabic*:

EID details*: EID no.*: Expiry date (DD/MM/YY)*:

Contact details*: Mobile no.*: Tel. no. (Office):

Address*: P.O. Box*: Street name*: City*: Emirate*:

Date of birth (DD/MM/YY)*: Nationality*: Are you a U.S. citizen?*: ☐ Yes ☐ No

Company has US indicia and appropriate FATCA documents provided:

Email address*:

Preferred language¹: ☐ English ☐ Arabic Would you like to receive an SMS notification of your card's transactions? ☐ Yes ☐ No

Company name in Arabic*: Company name in English*:

Company embossed name in Arabic*: Company embossed name in English*:

Company registration no*: Date of establishment*: Address:

Telephone no.* Initial deposit amount (AED)*:² No. of Abu Dhabi Pay cards purchased by the client (registered/unregistered):

*Required fields

¹Subject to service availability

²Evidence of source of funds must be provided by the customer if the initial deposit is more than AED100,000.

TERMS AND CONDITIONS

The following Terms and Conditions govern the purchase and use of the First Abu Dhabi Bank Excellence Prepaid Card by a legal person (hereinafter called the "Cardholder") requesting any Card Services offered by First Abu Dhabi Bank PJSC.

DEFINITIONS

- "Balance" means the funds available for use on a card that is net of payments made into Card account and amount used + the fee & commission applied by the Bank.
- "Bank" means the First Abu Dhabi Bank PJSC (FAB), its successor(s) and/or assignee(s).
- "Cardholder" means a person in whose name a Card Account as defined below is maintained by the Bank.
- "Card" means the prepaid card issued to the Cardholder. The card cannot be used to withdraw cash at ATMs or from banks. The card can only be used to make payments using Abu Dhabi Payment Platform.
- "Card Account" means the account into which cash deposits maintained by the Bank in relation to any Card purchases, cash withdrawals, and any other charges applied to Cardholder's Card.
- "Confidential Information" means all information relating to the Cardholder that is, as a matter of law, custom or contract, confidential in nature provided that notwithstanding anything to the contrary in any other document, any information that: (a) is publicly available at the time it is provided or subsequently becomes publicly available other than as a result of a breach of a duty of confidentiality by the Bank; (b) was known to the Bank (without an obligation of confidentiality to the Cardholder) before its disclosure by the Cardholder; (c) is independently developed by the Bank without recourse to information disclosed to it by the Cardholder; or (d) is rightfully obtained on a non-confidential basis from a person other than the Cardholder, provided that the person is not known by the Bank to be bound by an obligation of confidentiality in relation to that information, shall not be considered "Confidential Information" for the purposes of these Terms & Conditions and will therefore not be subject to any duty of confidentiality.
- "Delegate" means any agent, adviser, banker, broker, correspondent, dealer, nominee, market professional, contractor, custodian or other third party that the Bank may appoint to provide a Service, or facilitate the provision by the Bank of a Service, to the Cardholder directly or indirectly, or to remain competitive.
- "FAB Group" means the Bank, its branches, any subsidiary or other person controlled by the Bank, or any person under common control with the Bank, in each case, whether directly or indirectly and whether inside or outside the United Arab Emirates.
- "Security Code" means a unique identification number (whether relating to a Card 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 or selected by the Cardholder.
- "Service" means any product or service offered by the Bank to the Cardholder at any time under these Terms and Conditions.

REPRESENTATIONS AND WARRANTIES

- By signing, activating or using a Card, submitting a Request or otherwise making use of a Card Service, the Cardholder represents and warrants to the Bank that:
 - the Cardholder is duly organised and in good standing in every jurisdiction in which it is required to be;
 - the obligations assumed by the Cardholder pursuant to these Terms and Conditions are the Cardholder's legal, valid and binding obligations and the performance of those obligations and

the provision of any Card Services does not violate or breach any applicable law, contract or other requirement to which the Cardholder is subject;

- the Cardholder has obtained any consent, authorisation or instruction required in connection with these Terms and Conditions;
- all information furnished to the Bank by the Cardholder or on the Cardholder's behalf is, as of the date that information is provided, true, accurate and complete in every material respect;
- the Cardholder is not bankrupt, insolvent or otherwise experiencing financial difficulties;
- the Cardholder has carefully reviewed and understands all information (if any) provided by the Bank as well as the terms, conditions and risks associated with any Card Service provided by the Bank;
- the Cardholder is not relying on any representation, statement or other information provided by the Bank as legal, regulatory, tax or accounting advice, and the Cardholder has been advised by the Bank to obtain (and has obtained), where appropriate, independent legal, regulatory, tax and accounting advice; and
- in all the Cardholder's dealings with the Bank, the Cardholder is acting as principal and not as agent on behalf of any third party.
- Each of the representations and warranties set out above is deemed to be repeated on each day throughout the period the Bank provides a Card Service to the Cardholder.
- If any representation and warranty set out above is or becomes untrue at any time, the Cardholder must notify the Bank immediately.

USE OF THE CARD

- Following the submission of a Request by the Cardholder, the Bank may issue a Card to the Cardholder. If the Request is accepted, the Bank will send a Card to the Cardholder's address last notified to the Bank. The Bank may issue a Card to the Cardholder for the purpose of making payments for all government services through Abu Dhabi Pay platform (Abu Dhabi Pay).
- The Card must be signed by the Cardholder immediately on receipt and only be used by the Cardholder during the validity period printed on the Card, 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 Card in case of the violation of the terms and procedures.
- If the Card is closed, the Bank will refund any credit balance in the Card. You can contact the channels provided by FAB for payment in UAE Dirhams of any credit balance remaining in the Card once closed. The relevant amount will be deposited into your nominated bank account. The credit balance available to you will not include pre-authorised or held amounts, although these sums will be made available to you once the pre-authorisation has been cancelled or the held amounts released by the merchant.
- All Card Transactions will be subject to maximum daily restrictions on the number of transactions conducted on a Card as well as the value of such transactions (whether individually or in aggregate) and any other conditions as the Bank may deem appropriate.
- Each Card shall remain the property of the Bank at all times and the Bank may cancel or suspend usage of a Card or request a Card to be returned to the Bank. If a Card is cancelled, expired or replaced, the Cardholder shall promptly destroy it. Notwithstanding the cancellation, suspension, expiry, replacement or return of a Card, the Cardholder shall remain liable for any Liabilities incurred in respect of that Card up to the time of such cancellation, suspension, expiry, replacement or return.

FEES AND CHARGES

- The Cardholder agrees to pay all applicable fees, costs, charges and expenses of the Bank in connection with the provision of a Card Service. Cardholder must always refer to the latest applicable fees that are available on the Bank's website or otherwise upon request, as may be amended from time to time.

SAFEGUARDING THE CARD AND PIN

- The Card and related PIN is issued by the Bank at the full risk of the Cardholder. The Bank shall not be held responsible in any way whatsoever for the loss/misuse of the Card and/or PIN.
- The Bank will not be held responsible in case a lost or stolen Card is used prior to receipt by the Bank of a notice of such loss or theft through the several means provided for doing so.
- The Cardholder shall keep all Security Codes confidential and shall not disclose or make available such Security Codes to any third party. The Cardholder shall exercise due care to prevent any loss, theft or wrongful use of any Security Code and must ensure the safe and proper custody of each Card. The Cardholder shall not utilise a Card in a manner which may permit alteration, fraud or forgery.
- The Bank shall be under no duty to verify the authenticity of any instructions received from the Cardholder authenticated through a Security Code in accordance with the applicable procedures of the Bank.
- If a Security Code is lost, stolen or has otherwise been intercepted by or revealed to third parties, the Cardholder shall immediately notify the Bank. Unless and until the Bank has received that notification, the Cardholder shall be responsible for any instruction or transaction which has been processed through the use of a Security Code.

PAYMENTS

The Bank shall promptly debit the Card Account with the amounts of all Card Transactions and any other amounts payable in accordance with these Terms and Conditions. You must have sufficient, available funds to pay for any/all Card transactions. If the merchant attempts to process the Card for more than the available funds, the transaction will be declined.

The Card cannot be used for unlawful transactions or for withdrawing cash from Automated Teller Machines (ATM). Transactions that exceed the remaining Card balance will be declined.

- STATEMENTS** The Bank shall provide upon request an account statement to the Cardholder in respect of the Card Account. Unless otherwise requested by the Cardholder, account statements shall be delivered by electronic mail to the Cardholder's registered electronic mail address in the Bank's records. It is the Cardholder's responsibility to set up, maintain and regularly review the security arrangements concerning access to and use of the Cardholder's electronic mail and internet systems. Any account statement delivered electronically will be deemed to constitute an account statement as required by applicable law and shall, for all purposes, satisfy the Bank's obligations to deliver to the Cardholder an account statement. In circumstances where the Bank determines it is not reasonably practicable to deliver account statements to the Cardholder electronically, the Bank may deliver such account statements in any manner it considers appropriate.
- It is the Cardholder's responsibility to review each account statement (and acknowledge receipt where required by the Bank to do so) and notify the Bank of any discrepancy within thirty (30) days of receiving it, failing which the account statement shall be deemed to be correct (subject to the Bank's right to rectify any error) and accepted by the Cardholder. The Cardholder may not thereafter raise any objections to the account statement and the account statements maintained by the Bank as to the status of the Card Account shall be conclusive and binding on the Cardholder. The Bank shall be entitled to rectify any error in any account statement and the Bank will notify the Cardholder on or around the date the Bank rectifies such error.
- It is the Cardholder's responsibility to notify the Bank if the Cardholder does not receive an account statement or is otherwise unable to access an account statement within thirty (30) days of the date on which the account statement should have been received or made available to the Cardholder. The Bank shall not be liable for the Cardholder's non-receipt or late receipt of any account statement. The Bank may suspend the delivery of account statements if it has grounds for believing that the Cardholder is not receiving such account statements.

REFUNDS AND CARDHOLDER CLAIMS

- Refunds will be made only upon receipt by the Bank of the refund amount from the relevant counterparty. No claim by a Cardholder against a third party may be the subject of a defense or counter claim against the Bank. The Bank shall not be liable in any way if the Card is not honored by a third party.
- The Bank shall not be responsible for transactions processed by the Cardholder on the Card.
- Bank will not be responsible for any mismatch signature on cardholders' refunds and claims.
- The Cardholder agrees that the Bank shall not be responsible for resolving any disputes related to the Card that are received from or on behalf of a Cardholder if the disputed transaction is conducted within the Abu Dhabi Pay platform. Cardholder shall raise such dispute with the concerned authority and provide copies of the records related to such transaction in order to get a refund of the amount of disputed transaction.
- The Cardholder agrees that the dispute will be notified to the Bank in writing no later than 30 days from the transaction date. The cardholder must ensure to complete the dispute form in full and provide all supporting documentation that the Bank requests as pertinent to the disputed Transaction charge and the circumstances thereof. In case of a dispute, the Bank may provide a photocopy or microfiche copy of the disputed transaction as documentary proof in no event will such request be entertained if the disputed transaction date is over 60 days.
- The Card must not be used for any unlawful purpose, including the purchase of services prohibited by local law / jurisdiction.

CONFIDENTIALITY

- The Bank shall keep all Confidential Information confidential but the Cardholder consents to the Bank disclosing all such Confidential Information:
 - to any member of the FAB Group;
 - to any Delegate to the extent necessary to enable the Bank to provide Services to the Cardholder;
 - to any professional adviser of the Bank who is under a duty of confidentiality to the Bank;
 - to any exchange, depository, clearing house or settlement system, swap data repository or trade repository (whether local or global), where the Bank or a Delegate is required to disclose such Confidential Information;
 - to any actual or potential permitted transferee or assignee (or, in each case, any of their agents or professional advisers) of the Bank's rights and obligations under these Terms & Conditions or in connection with any business transfer, disposal, merger or acquisition undertaken by the Bank;
 - to any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection to the Bank in connection with the Services provided by the Bank;
 - to the Etihad Credit Bureau, any other authorised credit reference agency or credit bureau or the Emirates Integrated Registries Company and the Cardholder fully acknowledges the consequences of such disclosure on the Cardholder's ability to access future financial products or services, whether from the Bank or any other party;
 - as required by any applicable law;
 - as required by any court, tribunal, regulatory, supervisory, tax, sanctions, governmental or quasi-governmental authority having jurisdiction over the Bank or that the Bank reasonably believes has jurisdiction over the Cardholder;
 - as may be required in order to preserve or enforce any of the Bank's rights or remedies against the

Cardholder; or

- as otherwise specified in these Terms & Conditions.
- The Cardholder authorises the Bank to obtain information, on an ongoing basis, from the Etihad Credit Bureau, the Emirates Integrated Registries Company, banks and other financial institutions, or any other body as the Bank deems appropriate, about the Cardholder's financial and non-financial affairs which includes but is not limited to the details of the Cardholder's banking facilities, financial position, income and any other information relating to the Cardholder which the Bank deems appropriate without any reference to the Cardholder.
 - To comply with certain of its legal or regulatory obligations, the Bank may centralise the processing of the Cardholder's information in one or more locations inside or outside the United Arab Emirates.
 - The Cardholder agrees to provide any information or documents that the Bank may require and waives any confidentiality rights applicable under data protection, bank secrecy or similar laws in respect of all such information which the Bank may disclose in accordance with these Terms & Conditions.
 - The Cardholder agrees to the processing and disclosure of the Cardholder's information in accordance with these Terms & Conditions and to the transfer by the Bank of the Cardholder's information to another country or countries for processing on behalf of the Bank. In this context, the Cardholder acknowledges that information may be accessed under legal proceedings outside the UAE in such circumstances.
 - The Cardholder agrees to the processing and disclosure of the Cardholder's information to a Co-Brand Partner or a subsidiary, associate, branch, assignee, service provider, insurer, agent or delegate of a Co-Brand Partner or other party the Bank deems appropriate to enable the Bank or the Co-Brand Partner to perform their obligations in relation to any Co-Branded Card.
 - Where the Bank discloses Confidential Information in accordance with these Terms & Conditions, it shall, where reasonably practicable, take steps to ensure that the recipient of such Confidential Information will keep such information confidential.

PERSONAL DATA PROTECTION

- The Bank is committed to providing a high level of protection regarding the processing of the Cardholder's personal data in compliance with applicable data protection laws and regulations.
- The Bank may collect, use, store, disclose or otherwise process the Cardholder's personal data.
- The Bank may process the Cardholder's personal data for the following purposes:
 - processing applications for Services, including assessing the Cardholder's suitability and performing necessary checks and risk assessments;
 - providing Services, such as effecting payments or transactions and completing instructions or requests;
 - monitoring and improving the Bank's website and its content;
 - establishing and managing banking relationships and accounts;
 - remaining competitive, as well as developing and improving the products and services offered by the Bank;
 - sending the Cardholder information about the Bank's Services for the purpose of marketing and promotion;
 - preventing, detecting, investigating and prosecuting crimes (including but not limited to money laundering, terrorism, fraud and other financial crimes) in any jurisdiction through identity verification, government sanctions screening and due diligence checks;
 - complying with applicable laws, regulations, policies, voluntary codes, judgements or court orders, as well as any request by any authority, regulator or enforcement agency or body in respect of any member of the FAB Group;
 - establishing, exercising or defending legal rights in connection with legal proceedings (including any prospective legal proceedings) and seeking professional or legal advice in relation to such legal proceedings; and
 - surveillance of premises (including automated teller machines).
- The personal data requested by the Bank is necessary to perform the Card Services. If it is not provided to the Bank, the Bank may be unable to comply with its legal or regulatory obligations or to provide the Cardholder with the Card Services.
- The Cardholder's personal data processed by the Bank is kept in a form which permits the Cardholder's identification for no longer than is necessary for the purposes for which the personal data is processed in accordance with legal, regulatory and statutory obligations. At the expiry of such periods, the Cardholder's personal data will be deleted or archived to comply with legal retention obligations or in accordance with applicable statutory limitation periods.
- As a data subject, the Cardholder may have the right at any time to request from any member of the FAB Group as far as permitted by applicable laws, regulations and/or banking industry guidelines, access to and rectification or deletion of the Cardholder's personal data. On legitimate grounds, the Cardholder is also entitled to request a restriction of the processing of the Cardholder's personal data or to object to such processing. The Cardholder also has the right to portability of personal data.
- The Cardholder is entitled to lodge a complaint with any competent data protection authority concerning the compliance of any member of the FAB Group with applicable data protection laws.
- The manner in which the Bank collects, uses, stores, shares and protects the Cardholder's Personal Data, as well as the Cardholder's rights with respect to such Personal Data, are explained in more detail in the relevant Privacy Statement which can be found on FAB website. Unless expressly stated otherwise in the relevant Additional Conditions, the terms of the Privacy Statement apply to all Card Services and may be updated by the Bank in accordance with these Terms and Conditions in order to comply with applicable data protection laws and regulations.
- For any requests relating to the processing of the Cardholder's Personal Data, the Cardholder should contact: Head of Data Protection First Abu Dhabi Bank PJSC, Abu Dhabi, United Arab Emirates, Email: privacy@bankfab.com

INDEMNITY AND LIMITATION OF LIABILITY

- Except in the case of the Bank's fraud, gross negligence or wilful misconduct, the Cardholder shall indemnify the Bank 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 that the Bank suffers as a result of any third party claims brought against it in connection with (i) the Bank providing Services to the Cardholder, or (ii) the Bank acting on the Cardholder's instructions.
- 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 any event outside the Bank's control including (without limitation) acts of God, war, riots, hostilities, terrorist activity, local or national emergency, fire, natural calamities, explosions, strikes, court orders, legal restraints, any change in any law, failure of equipment or software, technical, power, communication or network malfunction or breakdown.
- The Bank shall only be liable to the Cardholder for direct loss which has been finally judicially determined to have been caused by the Bank's fraud, gross negligence or wilful misconduct.
- The Bank is not liable for any indirect, incidental, or consequential loss or damage, including loss of profit, howsoever caused, whether foreseeable or not and regardless of 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 Cardholder (i) while the Bank is acting in good faith and in compliance with these Terms & Conditions and any applicable laws, or (ii) due to the Cardholder not complying with these Terms and Conditions.
- Nothing in this Clause or these Terms and Conditions shall operate as a limit or exclusion of the Bank's liability in respect of a duty owed by the Bank to the Cardholder under applicable law, other than as permitted by applicable law.

VARIATION

- The Bank may at any time vary its Schedule of Charges, these Terms and Conditions (and such amendments may impose additional obligations on the Cardholder). Notice of any such amendments shall be given by the Bank in any manner the Bank deems sufficient to bring notice of the amendments to the attention of the Cardholder, including (without limitation) by updating any printed versions of such Schedule of Charges, Terms and Conditions made available at the Bank's branches or uploading the amended Schedule of Charges, Terms and Conditions to the Bank's website or otherwise making such amended terms available electronically. The Cardholder acknowledges and agrees that the period of notice of a variation may vary depending on the nature of the variation, however, in all cases, the Bank shall comply with applicable law when implementing any variation, including as to the period of notice provided.
- Any amendments made by the Bank to its Schedule of Charges, Terms and Conditions shall be effective from the date specified by the Bank.
- By continuing to use a Card Service, the Cardholder shall be deemed to have accepted the Schedule of Charges, Terms and Conditions or Additional Conditions as in force at the relevant time.
- If the Bank varies any Schedule of Charges or these Terms and Conditions and the Cardholder (a) does not agree to such changes and (b) notifies the Bank within 30 days of notice of such variation being given to the Cardholder, the Cardholder may request the closure or termination of the affected Card Service. Provided no outstanding Liabilities are due to the Bank, such request may be made without charge.

TERMINATION

- The Card Services offered by the Bank under these Terms and Conditions are offered at the Bank's sole and absolute discretion and may be discontinued, in whole or in part, temporarily or permanently at any time, for any reason. The Bank shall give the Cardholder reasonable notice of any such closure, suspension or termination. Where permitted by applicable law, the Bank shall endeavour to provide its reasons for any such closure or discontinuation.
- The Cardholder may cancel the Card by returning the Card to the Bank. Cancellation of the Card will not affect prior transactions or obligations existing at the time of cancellation.

EXPIRATION

The Card shall expire maximum 36 months from the date of issue. Specific expiry date will be printed on the card.

COMMUNICATION

- Unless otherwise agreed, any communication to be made or delivered in connection with the Card Services shall be made in writing. The Bank is entitled to deliver such communication in any format it deems appropriate (including in paper form or electronically).
- Without prejudice to the generality of the above, any communication may be delivered electronically (including through electronic mail), unless the Bank has prescribed a particular mode of delivery for a particular Card Service or communication, in which case such communication shall not be validly sent or received unless the method of delivery prescribed by the Bank has been followed. Any communication delivered in electronic form shall constitute delivery of such communication "in writing" or in "written" form for the purposes of these Terms and Conditions, and any applicable laws and shall have the same legal effect as if such communication were delivered in paper form, signed by the Cardholder or the Bank (as applicable). The Cardholder will not challenge the admissibility of any such communication on the grounds that it is made in electronic form.
- It is the Cardholder's responsibility to check all communications sent by the Bank and to keep such communication secure. The Bank provides no assurance that electronic communication is secure or error free and the Cardholder agrees that any communication transmitted electronically can be intercepted, lost, delayed or be virus infected.
- Any communication made by the Bank shall be validly given: (a) if made or delivered electronically, when sent to the Cardholder's electronic mail address, mobile telephone or facsimile number (in each case, as notified by the Cardholder from time to time to the Bank), in each case, in readable form; and

(b) in all other cases, five (5) Business Days after being dispatched. Any communication delivered by the Cardholder to the Bank shall be validly given only when actually received by the Bank, at the place and in the manner specified by the Bank for such purpose.

- It is the Cardholder's responsibility to provide the Bank at all times with an up-to-date postal address, mobile telephone number and electronic mail address and to notify the Bank of any change of contact information previously provided to the Bank.
- The Cardholder agrees that all communications sent by the Bank to the Cardholder and any attachments are confidential to the Cardholder and the Cardholder shall delete or otherwise discard any communication sent in error by the Bank or addressed to a recipient other than the Cardholder.
- The Bank is entitled to rely on any communication sent to it by the Cardholder and is not under any obligation to verify the authenticity or accuracy of any such communication.
- Without prejudice to the generality of the above, the Bank may communicate with the Cardholder by telephone (including mobile phone). The Cardholder agrees that telephone conversations with the Bank may be recorded and agrees that any recordings so made are admissible as evidence in any court, arbitration or other proceedings.
- The Bank shall send any physical items such as Cards by normal post or courier to the Cardholder's address in the Bank's records or such other address as requested by the Cardholder, and at the Cardholder's own risk and responsibility.

MISCELLANEOUS

- The Cardholder agrees that the invalidity, illegality or unenforceability of any part of these Terms and Conditions shall not prejudice or affect the validity, legality or enforceability of any other provisions of these Terms and Conditions.
- The Cardholder agrees that the Bank shall have the right to assign and transfer any of its rights and obligations under these Terms and Conditions to any party without the need to obtain prior consent from the Cardholder. The Cardholder has no right to assign any of the Cardholder's rights and obligations under these Terms and Conditions without the Bank's prior written consent.
- Each of the Bank's rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law. Nothing in these Terms and Conditions shall operate to remove, exclude or restrict any of the rights or remedies which the Bank may have at law. Any delay or omission on the part of the Bank in exercising or enforcing (whether wholly or in part) any right or remedy available to the Bank shall not be construed as a waiver of such right or remedy. No single or partial exercise of any right or remedy shall prevent any further or other exercise of any other right or remedy.
- These Terms and Conditions and the rights created under them, may not be waived except in writing signed by the Cardholder and the Bank and such waiver is only effective for the purpose for which it is given.
- The Cardholder agrees that the Bank's records (whether in paper, electronic, data or other form) of a communication, report, statement or transaction are conclusive evidence of their contents or the Bank's receipt or non-receipt of them, and any certificate issued, or decision made, by the Bank about a matter or an amount payable in connection with these Terms and Conditions is conclusive and binding.
- If there is any dispute in connection with the content of the Bank's records, the Bank's decision is conclusive and binding.

GOVERNING LAW AND JURISDICTION

- These Terms and Conditions, including any non-contractual obligations arising out of or in connection with them, shall be governed by the laws of the United Arab Emirates.
- The Bank and the Cardholder agree to the exclusive jurisdiction of the courts of the United Arab Emirates to settle any dispute arising out of or in connection with these Terms and Conditions, any Card Service or other transaction or matter between the Bank and the Cardholder provided that the Bank may bring proceedings (whether for an injunction, specific performance, damages or otherwise) that the Bank may bring against the Cardholder or the Cardholder's assets; (c) any attachment of the Cardholder's assets (whether before or after judgment); and (d) any execution of a judgment against the Cardholder, and, in each case, shall ensure that neither the Cardholder nor any person acting on the Cardholder's behalf will raise, claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.

CARDHOLDER DECLARATION

- ☐ I hereby apply for the Card described herein and confirm that I have read and understood and hereby agree to the terms and conditions attached to this application form (the "Terms and Conditions") of First Abu Dhabi Bank **EXCELLENCE PREPAID CARD**.
- ☐ **I understand and expressly agree that the Bank may unilaterally vary the terms and conditions applicable to our relationship by notice to me in accordance with the Terms and Conditions.**
- ☐ I acknowledge that I have read and understood and hereby agree to the terms of the Bank's privacy statement available at FAB website (the "Privacy Statement") which explains how the Bank uses and discloses personal data and privacy rights.
- ☐ I hereby consent to the use of personal data in accordance with the Privacy Statement. I acknowledge that the Bank will use personal data in order to provide the financial services and products requested in this form. I understand that I may withdraw the consent to the use of personal data at any time however I understand that any such withdrawal of consent will not affect the validity of any prior use of personal data by the Bank and that the Bank may continue to use personal data in connection with its business operations.
- ☐ I hereby consent to the disclosure of Confidential Information in accordance with the Terms and Conditions.
- ☐ I acknowledge that I have read and understood the key facts statement related to the financial services and products requested in this form and I hereby consent to any conflicts of interest expressly disclosed by the Bank therein.
- ☐ I also hereby agree to pay all applicable fees and charges referred to the Terms and Conditions. I acknowledge and hereby agree that such fees and charges may be changed from time to time in the Bank's sole and absolute discretion.

Signature of applicant

Date(DD/MM/YY)

FOR BANK USE ONLY

Original identification documents seen: ☐ Yes ☐ No Intellect transaction reference no. Is FATCA self-certificate/W8/W9 collected? ☐ Yes ☐ No

Application details inputted by: (Name) Signature Date (DD/MM/YY)

Application details inputted by: (Name) Signature Date (DD/MM/YY)

Overall AML risk rating: AML risk rating approved by (Name, Designation, Signature and Date):