



البنك العربي المتحد
UNITED ARAB BANK

TERMS AND CONDITIONS GOVERNING UNITED ARAB BANK CURRENT AND SAVING ACCOUNTS

GENERAL TERMS AND CONDITIONS

1. I/We acknowledge and understand that these Terms and Conditions are personal to me, and I shall not be entitled to assign, charge, or otherwise deal with these Terms and Conditions in any way.
2. United Arab Bank (hereinafter called the "UAB/Bank") may at any time delegate or sub-contract any rights or obligations under these Terms and Conditions to any third party, and appoint third party agents or sub-agents to provide the whole or part of the Service.
3. The Bank's records and entries alone shall be used as evidence and enforced if there is any dispute between the Customer and the Bank.
4. These Terms and Conditions are governed and interpreted by the laws of the UAE. Both parties agree to refer to the jurisdiction of the UAE Courts in connection with any dispute. This does not affect the rights of the Bank to pursue its remedies in the courts of any other jurisdiction, whichever is appropriate.
5. Any notice from the Bank to me may be in writing made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, use of direct mailing material, advertisement, branch display, electronic communications such as e-mail, SMS or via the Service. Any notice from me to the Bank shall be in writing at the following address or via my internet banking account unless otherwise indicated in these Terms & Conditions: United Arab Bank P.O. Box 25022, Sharjah, UAE
6. Credit Bureau Consent and Authorization to request Account Statement from Central Bank.

6.1. Credit Bureau Consent & General Terms & Conditions

I hereby acknowledge and agree to allow United Arab Bank to share my details with any UAE credit bureau and make enquiries about me with any UAE credit bureau at its sole and absolute discretion. I agree to the Terms and Conditions listed below. United Arab Bank Terms and Conditions apply, are subject to change without prior notice and are available upon request. For the current Terms and Conditions, please visit our website www.uab.ae. All offers are made available on a best-effort basis and at the sole discretion of United Arab Bank. United Arab Bank makes no warranties and assumes no liability or responsibility with respect to the products and services provided by partners/other entities. By inquiring about our services, offers or products, you will be authorizing our representatives to approach you on your contact details including your telephone/mobile number for any product or service offered by United Arab Bank. The Customer agrees to be bound by United Arab Bank's General Terms and Conditions available on the website www.uab.ae. The applicant hereby represents and warrants that the information provided herein is true, accurate, and complete and that he/she agrees to remain responsible for and to indemnify United Arab Bank from and against any losses, claims and/or liabilities incurred by United Arab Bank as a result of having relied on such information. United Arab Bank is not required to verify the information provided by the applicant and neither is the bank obliged to provide the applicant with any loans or credit facilities based on the provided information.

6.2. Authorization to request Account Statement from Central Bank

By providing your IBAN number, you consent (give permission) to United Arab Bank to request for your statement of account through the Central Bank of the United Arab Emirates, from your bank (as can be identified by the account number IBAN) and also for your bank to provide this information through the Central Bank of the United Arab Emirates, without taking additional consent. I consent to the (one time) release of my account statement exclusively for the purpose stipulated in this Consent Form. United Arab Bank has my consent to obtain my account statement with the details shared. The consent (permission) is required for United Arab Bank to obtain and share your account information, including the transaction details for the identified period, is needed for the purposes listed and explained below. The information provided will be shared and retained in accordance with applicable law concerning data security and privacy protections. The information you authorize United Arab Bank to obtain and share will be used to determine your eligibility for the product. Please note that some services may not be available to you unless you consent to share/release information as stated in this Authorization.

7. UAB may in its absolute discretion, and based on UAB internal policies & criteria reclassify your retail account by upgrading/downgrading/moving across various segments applicable on retail accounts in UAB. All charges/conditions of facilities or accounts held by customer in UAB may change as a result of the reclassification and the T&Cs can be reviewed on UAB website.

TERMS & CONDITIONS GOVERNING UNITED ARAB BANK CURRENT ACCOUNTS

1. Current account may be opened only in UAE Dirhams or in any international currency.
2. The heirs of a deceased depositor, or any person entitled to receive the amount standing to the credit of the deceased account must establish their rights in accordance with the law in force before payment can be made.
3. I acknowledged and understand that the current account is permitted for the adult customers only.
4. It is expressly stipulated that all operations between Bank and the account holder - named overleaf (hereinafter called the "Customer") of whatever nature, shall be considered and treated for all purposes as an integral and indivisible part of this current account.
5. In the event that the Bank shall authorize the Customer to overdraw the current account to an extent and for such a period as the Bank may at its absolute discretion determine, then the Customer agrees that the Interest/Profit on such an overdraft is to be added to the principal amount every month and becomes an integral part of the debt to the Bank.
6. Credit Balances on current accounts shall not earn any Interest/Profit.
7. The Bank may at any time at its discretion close the account without assigning any reason whether it is in debit or in credit, by notifying the customer in writing at the last known address and the customer shall thereupon repay the amount of any debit balance together with cost of funds, Interest/Profit, and all charges and expenses.
8. The Bank may at any time and without notice to the Customer, combine or consolidate all or any of the customer's account(s) at any of its branches and set off or transfer any sums standing to the credit of anyone or more of such accounts or any other asset in the Bank's custody and control in or towards satisfaction of any of the Customer's liabilities to the Bank on any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral, or several.

The combinations, consolidation, set-off and transfers referred to under this clause may be made on one or more occasions and at any time at the Bank's absolute discretion. The exercise or non-exercise of its right under the clause shall not affect any right of a security held by the Bank.

9. The Bank and its branches act only as the Customer's collecting agent and assume no responsibility for the realization of any items deposited with the Bank for collection.



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10. In case if the account is conducted in an unsatisfactory manner, the Bank reserves the right to close the account without prior notice and/or giving reasons.
11. The proceeds of cheques or any other instruments deposited with the Bank are not available for withdrawal until it is cleared and collected. Any charge related to clearing will be deducted from the proceeds of the instrument.
12. The Bank shall have the right to refuse to pay any payment orders or cheques written on forms other than the Bank's forms, without any responsibility whatsoever on the part of the Bank.
13. The Customer shall draw cheques or issue orders/instructions in Arabic or English languages. The Bank shall not accept cheques or orders/instructions written in any other language.
14. The Bank does not accept any responsibility in the event of a postdated cheque being inadvertently or otherwise honored before the due date.
15. If cheque(s) issued by the Customer are returned unpaid on account of inadequate funds, the Bank may apply charges in relation to such returned cheques. In addition the Bank may close the customer's account(s) pursuant to applicable laws and regulations in the United Arab Emirates. In such an event, the Customer will return all unused cheques relating to its account(s). The Bank may, in its absolute discretion, open in the Customer name another account without cheques to replace the account which has been closed and to transfer any credit facilities previously granted on the closed account (if any) to the new account. The Bank will also be required to report such account(s) and related details to the United Arab Emirates Central Bank and other relevant authorities. If the customer leaves the United Arab Emirates to take up residence in any other country, the cards and unused cheques are required to be returned to the Bank prior to the Customer departure.
16. The Bank has the right, without reference to the Customer, to debit the Customer's account, with expenses, fees, including ledger fees, cost of funds, charges, commissions, taxes, stamp duties, postage, telex or telephone charges and all other expenses paid for or incurred on the Customer's behalf arising out of any dealings between the Bank and the Customer or incurred by the Bank, in recovering amounts owing to it, including legal costs and the cost of realizing the securities.
17. A minimum credit balance as decided by the Bank from time to time is always to be maintained. Should the balance falls below this minimum requirement, the Bank is authorized to debit customer's account with monthly account maintenance charges on each account.
18. Stop payment orders will not be accepted by the Bank unless accompanied by writ issued by the competent courts/Police.
19. The Bank shall not be held responsible for any loss or damage to any cheques, or any other instrument while the same is under collection or in transmission from the Bank to the Customer or from the Customer to the Bank. Any letter, advice, statement, other communication mailed to the Customer at the given address is presumed to have been duly delivered and received
20. If the Customer changes his/her address, contact numbers, name, nationality, residency status, employment status, he/she should inform the Bank and update KYC through relevant channels.
21. The Customer should keep all correspondence relating to the account between themselves and the Bank in a secure place for future reference.
22. The Customer should check the statements sent to him/her and acknowledge receipt where required by the Bank to do so.
23. Inactive account due to (no debit transaction by Customer and/or KYC update) for a specific period of time will be moved to dormancy as per UAECB regulation.
24. If account moved to dormancy, available account balance if any will be transferred to CBUAE (Central Bank of United Arab Emirates), neither UAB and/or CBUAE will be liable to pay any interest on the balance as per contract between customer and the bank.
25. In case of Customer would like to claim any available balance when account moved to dormancy, Customer should contact UAB to submit the request for claim along with valid KYC (Know Your Customer).
26. The Bank reserves the right to amend or add to these general conditions from time to time.

TERMS & CONDITIONS GOVERNING UNITED ARAB BANK SAVINGS ACCOUNTS

1. The Account is kept in UAE Dirhams or in any international currency.
2. The heirs of a deceased depositor, or any person entitled to receive the amount standing to the credit of the deceased account must establish their rights in accordance with the law in force before payment can be made.
3. The Bank recognizes no owner of a deposit other than the person in whose name the account has been opened and which appears in the Bank's books. The funds in a saving Bank Account are not transferable either by assignment or by endorsement.
4. Interest is calculated on minimum monthly balances, at Interest rate determined by the bank.
5. The Bank reserves the right to modify at any time the rate of Interest allowed and the maximum amount on which Interest is paid through the medium of the local Press or by notice exhibited in the public notices of the Bank, or as published by the Bank from time to time on its website.
6. Interest will be calculated monthly, and credited to the account semi-annually. Nevertheless, if a depositor should wish to withdraw the balance of his funds during the course of the year, Interest will be allowed to the date of withdrawal. The Bank reserves the right to vary the Interest rate according to the currency.
7. Saving accounts shall be subject to a minimum balance requirement as decided by the Bank. If the minimum balance falls below the limit decided by the Bank then no Interest will be paid. The customer's account shall be debited with monthly maintenance charges.
8. No cheques shall be issued to a saving account holder and Customer shall not be entitled to issue any cheques. Withdrawals from the account may be made by special form or through ATM card.
9. In case if the account is conducted in an unsatisfactory manner, the Bank reserves the right to close the account without prior notice and/or giving reasons.



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10. If the Customer changes his/her address, contact numbers, name, nationality, residency status, employment status, he/she should inform the Bank and update KYC through relevant channels.
11. The Customer should keep all correspondence relating to the account between themselves and the Bank in a secure place for future reference.
12. The Customer should check the statements sent to him/her and acknowledge receipt where required by the Bank to do so.
13. Inactive account due to (no debit transaction by Customer and/or KYC update) for a specific period of time will be moved to dormancy as per UAE CB regulation.
14. If account moved to dormancy available account balance if any will be transferred to CBUAE (Central Bank of United Arab Emirates), Neither UAB and/or CBUAE will be liable to pay any interest on the balance as per contract between Customer and the Bank.
15. In case of Customer would like to claim any available balance when account moved to dormancy, Customer should contact UAB to submit the request for claim along with valid KYC (Know Your Customer).

TERMS & CONDITIONS FOR USING UAB ACCOUNT (CURRENT AND SAVINGS)

1. Making deposits into an Account

1.1. Deposits may be made into Customer's account in a number of ways, including by depositing cash or cheques at UAB Branch or through a Self-Service Terminal depending on the type of account. UAB will credit Customer's account with sums in cash or cheques which may be deposited by customer, subject to other provisions of these Terms and Conditions.

1.2. UAB may, in its discretion, credit the account with any amount deposited by a third party.

1.3. Customer may be unable to withdraw or otherwise access the full value of the deposit made due to:

- a) UAB exercising its Right of Set-Off against the customer;
- b) the fees and charges of the paying bank;
- c) exchange restrictions
- d) the time required for the amount deposited to be fully cleared; and/or
- e) any other restrictions that apply to the party making the deposit.

1.4. In the event that any funds are mistakenly credited to Customer's account due to computer, technical, human or clearing system error or malfunction, or for any other reason, UAB will have the right (and the Customer authorize UAB) to debit Customer's account (and in the case of insufficient balance in Customer's account, to overdraw Customer's account). Neither UAB nor its Affiliates will be responsible for any Liability arising from such event.

1.5. Customer must not assign or charge to any third party by way of Security amounts deposited by the Customer or held in Customer's account. Any such activity will not be recognized by UAB.

2. Making withdrawals from an Account

2.1. Withdrawals may only be made out of cleared funds (unless the customer have the benefit of an Overdraft) credited to the account and may be:

- a) in cash, in AED;
- b) made based on the Customer instructions to UAB to pay or transfer;
- c) for Current Accounts, against cheques; and/or
- d) for Savings Accounts, on application using any Form prescribed by UAB for that purpose.

3. Transferring funds from an Account

3.1. Customer can make a Funds Transfer by way of:

- a) an Internet Banking Instruction;
- b) a standing order by customer to UAB to execute Funds Transfers at pre-determined intervals;
- c) a Mobile Request;
- d) a Debit Card Transaction; and/or
- e) Completing any Form or other method of communication accepted by UAB for that purpose. Notwithstanding the above, UAB may, from time to time and in its sole discretion, limit the customer ability to effect Funds Transfers in a specific form or method depending on The customer profile as a Customer or the UAB Offering to which a Funds Transfer relates, or for any other reason that UAB considers appropriate.

3.2. If the payee account is outside the UAE, in order to avoid delays, returns of funds and/or levy of related fees, UAB may require the Customer to provide details of the payee account that are specific to accounts in that country.

3.3. Funds Transfers generally may not be reversed once effected. It is the Customer responsibility to ensure that the Customer provide accurate information in the Customer instructions in order to avoid any unintended Funds Transfers. UAB shall rely upon all information provided by the Customer in relation to Funds Transfers (including any beneficiary account details) and the Customer shall be responsible for any errors in any information provided by the customer to UAB.

3.4. While UAB shall use reasonable endeavors to carry out any stop payment instructions, UAB shall not be liable in the event that it is unable to do so and monies are released (and the customer acknowledge that UAB may only be able to reclaim the monies with the consent of the beneficiary).



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3.5. A Funds Transfer request will be processed on the transfer date that the customer select. UAB may delay or refuse to effect a Funds Transfer (and shall not be responsible for any Liability arising out of such delay or refusal) where:

- a) there are insufficient funds in Customer's Account;
- b) the Funds Transfer would exceed any limit set by UAB from time to time;
- c) UAB, in its sole discretion, has reason to believe that the Funds Transfer will or could be in breach of Applicable Laws or UAB Policies;
- d) UAB is not permitted to do so by Applicable Laws or UAB Policies;
- e) UAB has reason to believe that Customer's account may be the subject of misuse, money-laundering or fraudulent activity (or otherwise suspects such is the case);
- f) all information necessary to complete the Funds Transfer has not been provided (including information required by the payee bank or any intermediaries);
- g) UAB is required to comply with a court order or any Applicable Laws or UAB's own policies;
- h) Customer instructed UAB to stop that Funds Transfer;
- i) the designated account of the payee is not maintained by the payee bank;
- j) the payee's account details recorded with the payee bank or branch are not part of the clearing system;
- k) Customer have not complied with these Terms and Conditions;
- l) there are any reasons causing or contributing to the delay or refusal for which the payee bank or any intermediary or correspondent bank is responsible; and/or
- m) there are any unforeseen circumstances or any other circumstances reasonably outside of UAB's control.

3.6. UAB shall not be responsible for, and the Customer will indemnify and hold harmless UAB and its Affiliates from and against, any Liability arising from UAB's compliance with the Customer instructions, including instructions to execute or stop any Funds Transfer (including any delay or rejection of a Funds Transfer arising out of the circumstances set out in the paragraph above, or for any tax obligations arising out of the Funds Transfer). For the avoidance of doubt the preceding indemnity will also include Liability for any currency conversion costs, correspondent and other routing charges, administrative charges, legal costs and other costs and losses in relation to the customer Funds Transfer.

3.7. The Customer must ensure that the Customer Account has sufficient funds before effecting any Funds Transfers. If, for any reason, the Customer Account exceeds its spending limit as a result of any Funds Transfer, the Customer will be liable to immediately repay any exceptional overdraft amount including any applicable Charges.

3.8. The Customer warrant, represent and undertake that any Funds Transfers requested by the Customer (or the Customer Nominee) will not breach any applicable laws, these Terms and Conditions or any UAB Policies.

3.9. UAB may contact the Customer to confirm and verify the identity of the beneficiary of a Funds Transfer (and any modifications to the details of a beneficiary of a Funds Transfer) before processing it.

3.10. On the date of payment, UAB reserves the right to determine, in its sole discretion, the priority of Funds Transfer requests against any other payment requests presented or any other existing payment arrangement with UAB. UAB will have the right not to effect a Funds Transfer if, having determined the priority of payments, it believes that the Customer Account may become overdrawn, or where an Overdraft has been granted to the customer, the Spending Limit may be exceeded.

3.11. Funds Transfers are not instant. It may take a number of Business Days (excluding any public holidays in the UAE and the country where the payee's account is located) for the funds to be received by the payee.

3.12. UAB will not be a party to queries or disputes of any nature whatsoever that may arise between the customer and the payee.

3.13. UAB will not be responsible for any Liability arising out of any delays, failures, errors or other shortcomings in executing, processing or completing any Funds Transfer, remittance, withdrawal, payment or other transaction as a result of the actions of any third party (including any intermediary bank).

3.14. Any set-up, deferment, amendment or cancellation of a standing order must be communicated in writing to UAB and must be submitted sufficiently in advance of the execution date.

3.15. If UAB is unable to effect three consecutive payments due to insufficient funds the standing order shall be treated as cancelled without notification.

3.16. If the Customer Funds Transfer is rejected by the payee bank for whatever reason, the reversal of the funds will be carried out at the Exchange Rate on the date of the reversal. Additionally, the Customer will be solely responsible for any currency conversion costs, losses, correspondent and other routing charges, administrative charges and any other costs, charges or losses in relation to the rejected Funds Transfer.

3.17. If the Customer have insufficient funds in the Customer account on the transfer date, notwithstanding anything stated in these Terms and Conditions, UAB may, without any Liability whatsoever, attempt to execute the Funds Transfer after the transfer date or expiry date of the customer standing order. Notwithstanding the above, the Funds Transfer will only be successful if the customer have sufficient funds in the customer Account.

3.18. If the demand draft is lost, stolen or destroyed, I/We agree to indemnify United Arab Bank and agree to hold it free and harmless from all liabilities with respect to the lost, stolen or destroyed draft if United Arab Bank agrees to issue a replacement draft or refund the amount of the draft.

TERMS & CONDITIONS GOVERNING UNITED ARAB BANK DEBIT CARDS

The UAB ATM/DEBIT Card Holder (also called the Account Owner and hereinafter called the "Card Holder") accepts and agrees to abide by the following terms and conditions for using UAB Debit Card (hereinafter called the "Card") issued by the Bank. The Card Holder shall mean the primary as well as supplementary / co-joint holder of the UAB Card.

1. The Card shall remain the property of the Bank and will be surrendered to the Bank upon request.
2. The Card is not transferable and should be used only by the Card Holder.
3. To the Cardholder entirely at his/her own risk, and the Banks shall bear no liability whatsoever for any loss/damage arising from the issuance of the Debit Card and the related PIN.
4. The Bank may cancel the Debit Card or refuse to reissue, renew or replace the Debit Card at any time without notice and at its own discretion.



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5. Customer shall not disclose the PIN to anyone (including Bank employee). If in any case the PIN is disclosed, the Bank shall not be held responsible or liable for any acts, transactions or any illegal or incapacitated acts carried out prior to receipt of the written notice thereof.
6. The Bank will debit the Customer's account with the amount of any withdrawals/transfers/payments of telephone, water and electricity bills and payments for goods and services at Point of Sale (POS) terminals and e-commerce purchases and such payments as effected by the use of the Debit Card along with the related bank charges.
7. The Card Holder or the Customer shall at all times remain liable for any transaction made by the use of Debit Card, and shall indemnify the Bank for any loss/damage howsoever caused by any unauthorized use of the Debit Card and/or the related PIN. The Bank's record of transactions processed by the Debit Card shall be final, conclusive and binding on the Card Holder.
8. The Card Holder and the Customer shall accept all debit entries arising as a result of the use of the Debit Card.
9. The records, books and statements maintained, prepared and made by the Bank with respect to any transactions or acts carried out under the Debit Card shall be conclusive and binding on the Customer with no right of objection.
10. The Card Holder shall advise the Bank immediately of the loss of the Card in writing/alternative channel, how so ever occurring. The Card Holder shall remain liable for any transaction performed through his lost Card unless the Bank has received a written notification to that effect prior to such transaction taking place.

In the event of a discrepancy between the amount of any deposit as stated by the Card Holder and the Bank's count, the Bank's count shall be controlling and binding on the Card Holder. The Bank shall promptly notify the Card Holder of any such discrepancy. The Card Holder will submit a dispute form in any alternative channels to validate the discrepancy.

11. Transactions processed by means of the Card shall be subject to limits established by the Bank from time to time. The Bank will in no circumstances be liable to the Card Holder no longer requiring the service or if the Card shall be withdrawn by the Bank for any reason whatsoever.
12. The Bank shall be entitled to withdraw the Card, the service thereby provided or to amend or supplement any of these terms and conditions at any time without prior notice to the Card Holder.
13. The Card Holder will be charged a fee whenever he/she makes cash withdrawals and/or inquire about his account balance using ATMs located in foreign countries.
14. The Bank shall not be liable for any circumstances affecting the use of the Card including but not limited to (a) the failure of any merchant to accept or honor a Card; (b) the manner in which the refusal to accept the Card is communicated; (c) any machine, data processing system or transaction link malfunction, strike or dispute relating to the transfer of funds, provision of information or the goods or services purchased; or (d) limitation of funds available through an ATM, or (e) debit card blocked due to non-compliant to UAECB requirement.
15. The Card Holder shall be fully and directly responsible for all transactions which are carried out through the use of the additional card in accordance with the text of this Agreement.
16. The additional card shall be considered as an irrevocable and unconditional authority issued by the Card Holder to the person who uses the additional card at any time for any transaction. Therefore, the Card Holder shall be directly responsible for all obligations that arise in relation to the additional card as if these obligations had arisen from using the Card Holder's original Card

TERMS & CONDITIONS OF UAB SMS BANKING

The use of UAB SMS Banking Service made available by the Bank to its customers (subscribing customer hereafter referred to as "I"/"We") shall at all times be governed by the following Terms and Conditions.

1. I confirm that I have applied for UAB SMS Banking Service (hereafter referred to as the "SMS Service")
 - 1.1. I further confirm that I will receive account and transaction information on the mobile telephone number that I have furnished to the bank.
2. Upon application, the Bank may at its absolute discretion provide the SMS Service to me. The SMS Service is not available in respect of joint accounts, which require instruction to be given jointly by two or more authorized signatories
3. Eligible Accounts
 - 3.1. By agreeing to be bound by these terms and conditions, I agree that the SMS Service will be available on all Eligible Accounts with the Bank, whether opened now or in the future. I further agree that SMS Service cannot be used on some types of accounts and the Bank will advise me from time to time as to which accounts are eligible.
 - 3.2. In order to use the SMS Service, I must be registered by the Bank and must comply with the Bank's prescribed registration and activation procedures.
4. SMS Service Scope
 - 4.1. I agree and acknowledge that SMS Service will only be available for mobile phones.
 - 4.2. The Bank may inform me from time to time about changes to the way I should access or operate the Service, which I must observe every time I access or operate the Service.



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4.3. The SMS Service is provided on an "as is", "as available" basis only and that the time periods during which the SMS Service may be available are subject to change. I further agree that the Bank shall be entitled at any time, at the Bank's sole discretion and without prior notice, to temporarily suspend the operation of the Service for updating, maintenance, and upgrading purposes, or for any other whatsoever purpose that the Bank deems fit, in which case the Bank shall not be liable for any loss, liability, or damage which may be incurred as a result.

4.4. The Bank may, at its sole and absolute discretion, without notice, and from time to time, add to, vary, alter, suspend, or remove any part or all of the SMS Service, or any function or feature of the Service, without giving any reason and without incurring any liability.

4.5. The Bank will normally transmit messages only between 8 a.m. and 7 p.m. UAE time.

4.6. I acknowledge that the information received via the SMS Service is for information only and shall not be taken as conclusive evidence of the matter to which it relates.

5. Security Access and Procedures

5.1. In the event that I lose or replace or I partly lose the possession or I lose the control of my mobile phone, or if I have reason to believe that someone else has accessed my bank account(s) using the SMS Service, I must immediately notify and instruct the Bank to cease the provision of the service, and submit a fresh application to re-register for the Service.

5.2. I must not leave my mobile phone unattended or permit any person to access my mobile phone.

5.3. Until and unless I notify the Bank in accordance with Clause 5.1, all instructions received by the Bank shall be deemed to have come from me, and the Bank shall be entitled to rely on such instructions, whether they actually originated from me or not. I acknowledge that the Bank may not be able to reverse or annul any transaction executed based on instructions received prior to my notice to the Bank.

5.4. I agree, accept and acknowledge that the Bank shall not be liable for any losses or damage caused by the disclosure of confidential information to the designated mobile phone where such phone is in the possession of another person with or without my consent including my data, mobile phone, telecommunications equipment or other equipment, in each case caused by the use of the SMS Service.

5.5. I agree, accept and acknowledge that I shall promptly notify the Bank of changes in the information provided to the Bank for the purpose of the SMS Service including details of the designated mobile phone number and telecommunications service provider.

6. Liability and Indemnity

6.1. I acknowledge and agree that the availability and proper functioning of the SMS Service are dependent on many variable circumstances including location, mobile network availability and signal strength, proper functioning of hardware, software, and my mobile phone, and the Bank will not be liable for any loss or damage caused by any unavailability or improper functioning of the SMS Service for any reason or for any incorrect, unauthorized, or unlawful instruction from me or any other person. The Bank will not be liable for the authorized or unauthorized access by another person to my mobile phone including but not limited to the information transmitted via the SMS Service.

6.2. I agree to indemnify and compensate the Bank for any damages, loss, expenses, costs (including legal costs) or liability incurred by the Bank as a result of any breach by me of these Terms and Conditions.

6.3. The Bank has no relationship or cooperation agreements with any telecommunications company in relation to the SMS Service and the Customer hereby indemnifies the Bank against all actions, claims, demands, liabilities, costs (including legal costs) and expenses of whatever nature that may result from the Bank's provision of the SMS Service to the Customer.

7. Charges

7.1. I agree that telecommunications service provider will charge me directly for receiving SMS messages from the Bank if the mobile phone providing me with the SMS Service is roaming outside the UAE and the foreign operator charges for SMS messages.

7.2. I hereby authorize the Bank to recover subscription fees as per the Bank's prevailing standard schedule of charges by debiting my account periodically.

7.3. I agree that this SMS Service is free of charge for the introductory period of three (3) months from the date of subscription. After the introductory or, the subscription fee of AED 5 per month is applicable.

7.4. I acknowledge that the Bank shall be entitled to impose separate fees and charges for the Service, which may be changed from time to time by notice to me.

8. Termination and Suspension

8.1. I agree that the Bank shall be entitled to terminate the SMS Service at any point of time at sole discretion of the Bank without assigning any reason and the bank will notify me by any means of communication as may be prescribed by the Bank from time to time.

8.2. The Bank shall be entitled to terminate the Service by immediate notice upon the occurrence of any of the following events:

- My breach of any provision of these terms and conditions.
- My continued access to the Service posing any threat to the security, integrity or operations of the SMS Service or the Bank or its information systems or those of its other customers,
- My SMS Service had remained inactive for a reasonable period of time,
- All my accounts with the Bank are terminated or closed.



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8.3. Without prejudice to Clauses 4.3 or 4.4, the Bank shall be entitled to suspend my access to the SMS Service without notice where a right of termination by the Bank exists, and such right of suspension may be exercised in lieu of termination, or as an additional remedy before termination.

9. Evidence

I acknowledge and agree that the Bank's records and any records of my instructions made or performed, processed or elected through the SMS Service by me or any person purporting to be me, or any record of transactions relating to the SMS Service and any record of any transactions maintained or by any relevant person authorized by the Bank relating to or connected with the Service, whether stored in electronic or printed form, shall be binding and conclusive on me for all purposes whatsoever and shall be conclusive evidence of the instructions and transactions and of my liability to the Bank. I hereby agree that all such records are admissible in evidence and that I shall not challenge or dispute the admissibility, reliability, accuracy, or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of my rights (if any) to so object.

10. Copyrights

10.1. I understand that the SMS Service is the property of the Bank, which has the copyright interest in all software and documentation of the SMS Service and any amendments including user guidelines in any form.

10.2. I agree to treat the access rights, documentation, or any other information related to the SMS Service as strictly private and confidential at all times and shall not copy or reproduce the above in any form either in whole or in part or allow access to any other party without the Bank's prior consent in writing.

TERMS AND CONDITIONS FAX INDEMNITY

1. I/We may need to issue instructions to your Bank for all type of transactions financial as well as non-financial, from time to time.
2. I/We fully understand the implications and potential risks involved in this mode of operation, but request you to accept and carry out my/our instructions sent to you by fax in this respect. I/We are aware that you will rely on and check the apparent similarity of the signatures appearing on the fax against the specimen signatures held by you.
3. In consideration of your accepting the above instructions, I/We do hereby irrevocably and unconditionally assume full responsibility for any consequences, losses and damages which may arise out of or in connection with such course of operation.
4. I/We also agree to deem such faxed instructions as valid proof in any dispute.
5. In consideration of your acceding to my/our request and our agreeing to accept and act upon instructions by facsimile as above, I/we hereby confirm, agree and undertake that no unauthorized person will have access to our fax machines other than our Authorized Signatories and will take all the necessary care to enforce this undertaking and we will be responsible and liable for any misuse of our fax machines by unauthorized persons. Without prejudice to the preceding sentence, it is understood that once a facsimile instruction is received by the Bank it means that it is sent by me/us even if it is not signed by an Authorized Signatory or even if it does not bear our seal or stamp.

SANCTIONS INDEMNITY

1. United Arab Bank has always been keen on conducting its business in a compliant manner. UAB is committed to ensuring full compliance with applicable laws, regulations and sanctions in requirements in all jurisdictions which UAB deals with. UAB expects that its customers also abide by the same objective.
2. Funds Transfer Declaration (Bank's Sanctions policy requirements):
 - 2.1. The Bank does not engage in any transactions, irrespective of currency, with or involving Crimea, Cuba, Iran, Syria and North Korea.
 - 2.2. The Bank does not engage in FCY denominated transactions with or involving, Sudan and Myanmar. As such, it is expected that customers do not conduct any transaction in FCY involving these countries. It is also advised that proceeds of any such transactions received in any other currency should not be converted in FCY and routed through the Bank.
 - 2.3. The Bank does not allow any transaction with persons, entities or vessels designated as sanctions targets by local and international regulators.
 - 2.4. The Bank does not engage in transactions (including imports or exports) involving items of dual use which can be used for offensive purposes e.g. items that can be used in nuclear proliferation, arms, ammunitions etc.
 - 2.5. The Bank pursuant to its policy provides banking services exclusively to its account holders who are customers of the bank. Customers are therefore advised not to conduct transactions in their account(s) on behalf of third party(ies).
3. In keeping with the Bank's adopted policies and its regulatory compliance obligations, the Bank will not be able to serve customers that fail to abide by the foregoing requirements.