

[CONSOLIDATED GENERIC TERMS AND CONDITIONS TO ADDRESS ALL THIRD PARTY CHANNELS

Terms and Conditions - Digital Banking Services (Online / Mobile Banking Services)

DEFINITIONS

"**Account**" means any account of the Subscriber opened with the Bank including any card net account, debit account or credit card account;

"**Approved Third Party Channel**" means any electronic channel, which:

- (a) is provided by a party other than the Bank or the Subscriber;
- (b) is designed to deliver application services ("**Apps**") to subscribers of such Apps, and
- (c) has been approved by the Bank as a means for Subscribers to communicate with the Bank regarding their Accounts.

"**Bank**" means Emirates Islamic Bank PJSC;

"**Device**" means computer terminals, personal computers, laptops, computer tablets, mobile phones, smart phones, virtual assistants, smart home devices (including without limitation Amazon Alexa, Apple HomeKit), wearable devices (including without limitation watches, fitness trackers), connected car system devices and any other devices that may be connected to the internet which enable provision of the Services by the Bank to the Subscriber;

"**Digital Banking Services**" or "**Services**" means all internet and mobile banking services provided by the Bank whereby the Subscriber can view and operate any Account, loans, cards, investments and insurance or any other banking products through computer terminals and Devices;

"**Subscriber**" means a customer of the Bank, whether an individual or corporate entity, to whom the Services are provided; and

The Subscriber hereby acknowledges, understands and accepts the following Terms and Conditions:

1. ELIGIBILITY

- 1.1. It is a condition precedent for the use of the Digital Banking Service that the Subscriber maintains an Account with the Bank. In the event where the Account relationship is terminated for any reason or in the event of any breach of these Terms and Conditions, the Bank shall be entitled to cancel the Digital Banking Service without any prior notice.
- 1.2. To access Subscriber Account information or to make financial transactions (where permitted) Subscribers must: (1) have an active Account with the Bank; (2) be enrolled in the Bank's Online/Mobile Banking with the relevant Account (unless the Bank specifically permits otherwise in relation to one or more Approved Third Party Channels); (3) be 21 years of age or older and a legal resident of the UAE; and (4) have a Device, an internet connection, and an account with the owner of the relevant Approved Third Party Channel.
- 1.3. The Bank reserves the right to refuse an application for the Digital Banking Service and may in its sole discretion withdraw, cancel or modify the Digital Banking Service and/or these Terms and Conditions.
- 1.4. Before accessing any new facilities related to the Digital Banking Service, the Subscriber is required to confirm his acceptance electronically of the associated terms and conditions. The Subscriber understands that such acceptance via electronic media will be sufficient and will be binding on the Subscriber for all intents and purposes.
- 1.5. Notwithstanding the above, the Subscriber undertakes to execute any additional documents that may be required by the Bank prior to provision of any modified/additional facilities under the Digital Banking Service to the Subscriber. Where a Subscriber fails to comply with the above requirements, the Subscriber shall not be eligible for such enhanced or modified Digital Banking Service and the Bank will be entitled to withdraw the Digital Banking Service provided at its discretion.

2. ACCOUNT SERVICES

- 2.1. The Subscriber agrees that the Bank has the right to withdraw any or all of the facilities under the Digital Banking Service, without assigning any reason, after serving a notice to the Subscriber by ordinary post or via e-mail.
- 2.2. In the case of any money transfer and payments, the overall maximum transferable amount is restricted to the limits specified for the Subscriber's segment.
- 2.3. In the case of foreign currency transactions, the overall maximum transferable amount is limited to the dirham equivalent of USD 500,000 calculated at the Bank's spot rate of exchange on the relevant transfer date, or such other limit as may be agreed between the Subscriber and the Bank.
- 2.4. The Subscriber acknowledges that no printed advice or confirmation will be issued by the Bank for any transaction conducted through the Digital Banking Service, except that all transactions will be recorded in the Subscriber's statements for each Account. The Bank will also record and store all customer voice instructions, account details and debit/credit card details
- 2.5. The Subscriber understands that the date and the time stamped on transaction print-outs or confirmation advice slips reflects the date and the time of the Bank's main systems and that any transaction submitted for processing before the Bank's daily cut-off time will be completed on the same business day and any transaction submitted for processing after the Bank's daily cut-off time or on a public bank holiday will be completed on the next business day.
- 2.6. The Subscriber understands and acknowledges that, though the Digital Banking Services may be made available in respect of an Account (irrespective of whether the mode of operation of such Account is individual or joint with single operation), the features, functionalities and or capabilities provided under these Services will be released or made available to the Subscriber at the Bank's sole discretion.
- 2.7. In respect of Accounts held in the name of a minor, only the legal guardian of that minor upon verification shall be eligible to avail the Digital Banking Service on behalf of the minor account holder.
- 2.8. The Subscriber shall ensure that he maintains a sufficient balance in each Account to which the Digital Banking Service relates before making any transfers or payments. If for any reason an Account is overdrawn by the use of the Digital Banking Service, the Subscriber shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other Account maintained with the Bank. Failure to comply with this condition shall entitle the Bank to cancel the Digital Banking Service and to recover any outstanding amounts and charges from the Subscriber in a manner deemed appropriate by the Bank.

3. APPROVED THIRD PARTY CHANNELS

- 3.1. The Bank is committed to providing customers with the most innovative digital and mobile banking products and services. As part of these initiatives the Bank has developed a strategy to work with third parties who offer Apps which may be selected by the Bank as an Approved Third Party Channel.
- 3.2. The Bank has developed an approval process whereby it:
 - 3.2.1. assesses the technical capability and compatibility of all such Apps;
 - 3.2.2. may enter into legally binding agreements with the owners of such Apps;
 - 3.2.3. may carry out pilot or trial operations in conjunction with the App owner and selected Bank customers; and
 - 3.2.4. may grant final approval to a fully tested and proven App such that the App is classified as an Approved Third Party Channel, as defined.
- 3.3. The Bank reserves the right in its absolute discretion to select any App for trial and approval as an Approved Third Party Channel, and to subsequently remove the status of any App as an Approved Third Party Channel in accordance with these Terms and Conditions.
- 3.4. Subscribers must ensure that they use the latest available version of the relevant App or Apps to benefit from the most up-to-date security protection provided by the App owner. Similarly, Subscriber's must use only compatible browser versions with the internet services and have an antivirus software installed and active on their Device at all times.
- 3.5. Use by Subscribers of any Approved Third Party Channel to access the Subscriber's Account for any purpose is governed by these Terms and Conditions, the Bank's "Emirates Islamic Privacy Policy" and any other applicable terms and

conditions issued by the Bank from time to time and made available on the Bank's website.

4. **APPS AND APPROVED THIRD PARTY CHANNEL OPERATION**

- 4.1. **App pilots** – the Bank may offer Subscribers the opportunity to participate in pilot trials of an App as part of the approval process leading to the status of an Approved Third Party Channel. The Bank will take reasonable steps to ensure that the pilot trials are conducted in a safe manner. However, the Bank makes no representation or warranty that such pilot trials will be bug or error free or that such trials will not adversely affect Subscribers' Devices, other hardware, software or applications owned or operated by Subscribers. Subscribers acknowledge that access to their Accounts can be made via other means than an Approved Third Party Channel and the use of such Approved Third Party Channels is voluntary.
- 4.2. **Technical support** - During participation in any of the pilot trials, the Bank may in its absolute discretion provide technical and other support during the period of the relevant pilot trial. Subscribers agree to abide by any support rules and policies made known by the Bank. If such support is provided, it will be provided in addition to any normal support for Subscribers and will be available exclusively through the pilot trial.
- 4.3. **Validity of communications** - Any communication by a Subscriber to the Bank via an Approved Third Party Channel will be treated by the Bank as a communication authorized by the Subscriber. Any communication from the Bank via an Approved Third Party Channel either:
 - 4.3.1. initiated by the Bank; or
 - 4.3.2. in response to a request received from a Subscriber,will be treated by the Bank as a formal communication to, and validly received by, the Subscriber. The Bank accepts no liability for any unauthorized communication made to it by a third party using the Subscribers Device or by gaining access to the Approved Third Party Channel by any other means.
- 4.4. **Extent of the Services provided** – The Bank is under no obligation to provide Services via an Approved Third Party Channel which allow Subscribers to perform financial transactions. However, the Bank may at its discretion provide such Services at any time, and may withdraw such Services without notice if it considers it necessary to do so.
- 4.5. **Third Party security settings** – Subscribers who elect to use an Approved Third Party Channel authorize the Bank to provide information to their Devices based on the Device's security settings. Subscribers acknowledge that the settings on a Device may allow the Device to retrieve information about your Account(s) by an unauthorized third party. By electing to use the Approved Third Party Channel on a Device, Subscribers are responsible for how the Device is used, including any communication to or from the Bank.
- 4.6. **Accuracy** – Subscribers acknowledge that Devices may also run other software that the Bank has not tested or authorized. By agreeing to these Terms and Conditions Subscribers understand and agree that the Bank is not responsible for any inaccuracies or corrupted communications with the Bank due to incompatibility with the Bank's systems.
- 4.7. **Release of information to Authorized Third Party Channel owner** - Your interactions with the Bank via an Approved Third Party Channel are subject to the Banks "Emirates Islamic Privacy Policy". By installing the relevant App and using the relevant Approved Third Party Channel, Subscribers are authorizing the Bank to perform the actions and/or share with the Approved Third Party Channel owner the information communicated to the Bank, or requested from the Bank. Subscribers agree to the Bank sharing that information with the owner of the relevant Approved Third Party Channel, which will then be transmitted via the internet. For example, if a Subscriber makes a request via an Approved Third Party Channel for an Account balance on an Emirates Islamic credit card, the Subscriber authorizes the Bank to release that information to the owner of the relevant Approved Third Party Channel. Messages between the Bank and Subscribers will be encrypted where determined by the bank.
- 4.8. **Mobile phone Devices** - The Subscriber is responsible for keeping the mobile Device protected at all times and updating the number in Bank records in case of any change to the primary number.
- 4.9. **Smart home Device** – In accordance with clause 4.3, the Bank is entitled to rely on any voice instructions or other information provided to it via a smart home device and to execute such instructions as they are received by the Bank.

5. **Confidentiality**

- 5.1. The Subscriber undertakes not to disclose any password, authentication code and/or user identification code relating to its Accounts and/or its use of the Digital Banking Service to any other person. In the event of any such information becoming known to someone other than the Subscriber, that person may be treated by the Bank as an agent of the Subscriber and the Subscriber undertakes to indemnify the Bank against all loss or damage which may occur as a result of that agent's use of the relevant information.
- 5.2. The Subscriber agrees to treat the access rights, documentation or any other information related to the Digital Banking Service as strictly private and confidential at all times and shall not copy or reproduce any of the foregoing in any form whether in whole or in part or allow access to any other party without the Bank's prior consent in writing.
- 5.3. The Subscriber undertakes not to share any Devices which are used to access the Digital Banking Service with any third party and to use passwords to protect against the unauthorized use of such Devices where possible. The Subscriber undertakes to indemnify the Bank against all loss or damage which may occur as a result of allowing any third party to access a Device which is able to connect to the Digital Banking Service.
- 5.4. The Subscriber acknowledges that there is a risk that they may be overheard by an unauthorized third party in the course of the Subscriber using a smart home device and that the Bank shall not be liable for any loss or damage suffered by the Subscriber caused as a result.

6. INTELLECTUAL PROPERTY

- 6.1. The Subscriber acknowledges that the Digital Banking Service is the property of the Bank which has the copyright interest in all software and documentation relating to the Digital Banking Service and any subsequent amendments, including user guidelines in any form.
- 6.2. The Bank's trademarks and graphics used in connection with the Services are the property of the Bank. All other trademarks and graphics used are the property of their respective owners.

7. DATA POLICY

- 7.1. The Subscriber acknowledges that the Bank and its respective agents may collect content and information that the Subscriber provides when using the Digital Banking Service including but not limited to transaction details, Device model, GSM operator, location, frequency and duration of use, crash reports.
- 7.2. The Bank may also collect information from or about the Devices where the Subscriber has installed or accessed Digital Banking Services, depending on the permissions granted by the Subscriber. The Bank may associate the information collected from the Subscriber's Devices, which are used to provide consistent Digital Banking Services across different Devices. These permissions are listed below:
 - 7.2.1. Access to mobile device calendar to synchronize upcoming payments and transfers.
 - 7.2.2. Accessing to camera to take a profile picture or to be able to capture document images.
 - 7.2.3. Access to contacts to be able to transfer funds to a mobile number.
 - 7.2.4. Access to microphone and voice commands made using a smart home device.
 - 7.2.5. Access location to enable communicating push notifications for communicating location based messages and content.
 - 7.2.6. Storage to be able to upload profile picture.
 - 7.2.7. Connection information such as the name of mobile operator or ISP, browser type, language and time zone, mobile phone number and IP address.
- 7.3. The Subscriber consents to the Bank disclosing the collected information and data for the purposes of:
 - 7.3.1. Bank or any of its related bodies corporate, providing benefits, products or services;
 - 7.3.2. Bank or any of its related bodies corporate improving customer service, including by means of research, conducting analyses and preparing analytics, marketing, product development and planning;
 - 7.3.3. Bank marketing its products or services or the products or services of third parties, including by direct marketing; and
 - 7.3.4. Any third parties providing services to the Bank, any of its related bodies corporate or to the Bank or for the conduct of any of the above purposes.

- 7.4. The Bank may also use the collected information to deliver enhanced Digital Banking Services, personalize content and make suggestions by understanding Subscriber's interaction through different Digital Banking Services. The Bank may also use Subscriber's information to respond Subscriber's queries related to Digital Banking Services. In addition, the Bank use the information to verify accounts and activity of the Subscriber, and to promote safety and security on and off of Digital Banking Services , such as by investigating suspicious activity or violations of the Bank General Terms and Conditions.
- 7.5. The Subscriber acknowledges and agrees that the Bank has the right to keep and store collected information and data for as long as it is necessary to provide products, services and Digital Banking Services to Subscriber. The Bank will keep any collected information and data that is necessary after the closure of the Subscriber's Account and use of Digital Banking Services on the same terms as set out above and as required in accordance with the law.
- 7.6. The Bank reserves the right to share Subscriber's data in response to a request from the police or legal authorities as per the banking regulations and the law.

8. DISCLAIMER OF WARRANTY

- 8.1. SUBSCRIBERS ACKNOWLEDGE AND AGREE THAT ALL USE OF THE SERVICES VIA AN APPROVED THIRD PARTY CHANNEL IS AT THEIR OWN SOLE RISK. SUBSCRIBERS ASSUME ALL RISK FOR THEIR USE OF THE APPROVED THIRD PARTY CHANNEL AND THAT THE SERVICES PROVIDED VIA SUCH APPROVED THIRD PARTY CHANNELS ARE PROVIDED BY THE BANK "AS IS" AND THAT THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED ABOUT THE AVAILABILITY, QUALITY, ACCURACY OR OTHERWISE OF THE SERVICES SO PROVIDED. THE BANK EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY SUBSCRIBERS FROM THE BANK WILL CREATE ANY WARRANTY OF ANY KIND.

9. LIABILITY AND INDEMNITY

- 9.1. The Bank will not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of the Digital Banking Service.
- 9.2. The Subscriber acknowledges that the Bank is not liable to the Subscriber for failure to provide any or all of the facilities available under the Digital Banking Service where such failure is attributable, either wholly or partly, to reasons beyond the Bank's control, including any technical malfunction or breakdown.
- 9.3. The Subscriber hereby, irrevocably and unconditionally without limitation, accepts all authorized debits arising from the use of the Digital Banking Service and waives any right of objection in relation thereto.
- 9.4. The Bank's record of any transaction processed by the use of the Digital Banking Service shall be conclusive evidence of such transaction and binding on the Subscriber for all purposes.
- 9.5. The Subscriber acknowledges that any printouts, statements, information contained in any voice recorded format, files or other document formats in which any information or transactions pertaining to the Account or any other banking product have been downloaded or copied shall not be used in any dealings with third parties in whatsoever manner and the Subscriber agrees to indemnify the Bank against all loss or damage which may occur as a result of any violation of this Clause 9.5.
- 9.6. The Bank shall not be responsible for any erroneous payments to utility companies or credit card institutions arising out of any inaccurate information provided by the Subscriber as part of processing the relevant transaction. The Subscriber further confirms and agrees to waive any right which the Subscriber may otherwise have for holding the Bank responsible for any mistake or omission caused by the use of the Digital Banking Service and any delay by the Bank due to reasons beyond its control in onward transmission of the funds to any utility company or credit card institution which may result in disruption of the relevant utility service or the processing of the relevant credit card transaction.
- 9.7. The Subscriber also understands that in the event of part payment of any utility bill, the relevant utility company may use its power to discontinue the utility service(s) in which event the Bank and the relevant utility company will not be responsible therefore in any way.

- 9.8. The Subscriber agrees to fully indemnify the Bank against all costs and expenses (including legal fees) arising in any way in connection with his/her/their account, these Terms and Conditions and in recovering any amounts due to the Bank or incurred by the Bank in any legal proceedings of whatever nature.

10. Charges and Fees

- 10.1. The Bank shall debit the Subscriber's Account with fees and charges for any instructions made through the Digital Banking Service as applicable. Such charges shall be as per the Bank's current schedule of charges for the Digital Banking Services, a copy of which is available online and has been provided through all branches or call center to the Subscriber. The Bank reserves the right to update such schedule of charges at any time.
- 10.2. Additional information about schedule of charges and all services available can be accessed online on: www.emiratesislamic.ae.

11. GENERAL TERMS

- 11.1. **Governing Law and Jurisdiction** - These Terms and Conditions shall be governed and interpreted in accordance with the laws of the United Arab Emirates as applied in the Emirate in which is situated the branch at which the Subscriber's Account is held. In the event of a dispute arising in relation to the use of the Digital Banking Service, the courts of Dubai shall have exclusive jurisdiction, provided that the Bank may, if it deems appropriate, bring proceedings in any other jurisdiction inside or outside the UAE.
- 11.2. **Amendments to these Terms and Conditions** - The Bank reserves the right to alter, add to or cancel any or all of these Terms at any time by posting the relevant information on this web site and in the Bank's branches and other premises. Such changes are deemed to be binding on the Subscriber whether or not he has received specific notice of them.
- 11.3. **Other banking services** - These Terms and Conditions do not exclude the need to accept additional Terms and Conditions related to any other banking products provided by the Bank. The Bank reserves the right to request the Customer to accept particular Terms & Conditions related to certain product or transactions as applicable.

12. SECURITY TIPS FOR SUBSCRIBERS

Subscribers must protect their information and the Bank's information at all times whether transacting or communicating over the internet, or in the course of normal banking activities. The following security tips are designed to assist Subscribers, which does not affect the other obligations of the Subscribers set out in these Terms and Conditions.

12.1. Protect your Password and Personal Information:

- 12.1.1. Do not use passwords that are easy to guess, e.g. your name, your date of birth, your telephone number(s), etc.
- 12.1.2. Use a combination of upper and lower case letters as well as numbers.
- 12.1.3. Do not use shared passwords with anyone and do not use the same password for other websites.
- 12.1.4. Change the password frequently and never write it down.
- 12.1.5. Always log into the Digital Banking Services via the Bank's website at the following address: www.emiratesislamic.ae and not through other links.
- 12.1.6. Avoid logging into the Digital Banking Services from unknown devices, devices which have unknown applications installed or from locations like internet cafes, libraries or other public sites.
- 12.1.7. Always close the window once you have logged out of your Digital Banking Services session. Also, always close and kill the application when you log out from any mobile devices.
- 12.1.8. **Important:** No one at the Bank will ever ask you for your online banking or mobile banking password. If someone does ask you for it, they do not represent the Bank and you should not under any circumstance provide this information.

12.2. Protect Subscriber's Digital Banking Services session:

- 12.2.1. Never share your Device.
- 12.2.2. Use a password on your Device to prevent unauthorized access to your information.
- 12.2.3. Be wary of opening email messages from untrustworthy sources, especially if they contain attachments.
- 12.2.4. Do not reply to emails that request your personal information. They may appear to come from a trusted friend or business, but they are designed to trick you into disclosing personal information.
- 12.2.5. Use personal firewalls and anti-virus software.

- 12.2.6. Avoid downloading software such as screen savers, desktop themes, games and other executable type programs from websites that are obscure or unidentifiable. These programs may contain Trojan viruses that would enable hackers to monitor or take over your Device.
- 12.2.7. Disable all unnecessary services running on your computer.
- 12.2.8. Always verify that the site is the genuine Emirates Islamic site.
- 12.2.9. Do not leave your Digital Banking Services session unattended at any time.
- 12.2.10. Before you start your Digital Banking Services session, ensure that all other internet sessions are closed. If your Digital Banking Services session is open, we recommend that you do not open other internet browsers at the same time.
- 12.2.11. Do not install any mobile applications from unknown sources.
- 12.2.12. Please contact our Customer Service Helpdesk on +971 600 599 995 in case you receive fraudulent emails or require any assistance using the Digital Banking Service.