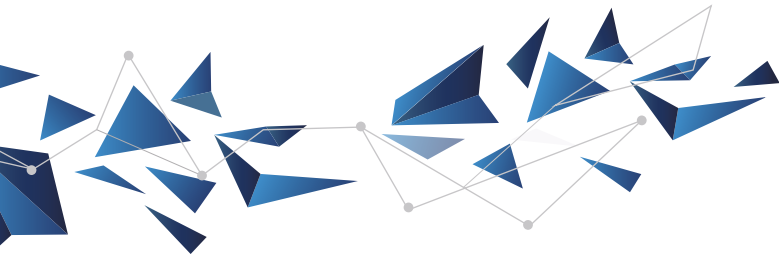




# TERMS AND CONDITIONS FOR AANI INSTANT PAYMENTS & APP



## INTRODUCTION

These terms and conditions ("Terms and Conditions") shall apply to the access of the Scheme Payment Channels, use of the Services and shall be subject to the Scheme Rules, the Applicable Laws and shall apply in conjunction with the Banking Services Agreement, the Mobile Banking, and the Internet Banking Terms (as such terms are defined under the Banking Services Agreement). The Customer hereby confirms to have read, understood, and agreed to be bound by these Terms and Conditions which shall prevail over any other terms and conditions to the extent of any inconsistency.

## 1- Definitions and Interpretation

Unless otherwise provided, in these Terms and Conditions, the following words and expressions shall have the following meanings:

<b>"Aani"</b>	means the UAE Real-Time Payment Platform, including the Application or App, which is operated, controlled and managed by the Central Bank and/or the Operator in accordance with the Applicable Laws to provide the Services;
<b>"Aani System (s)"</b>	means Aani entire ecosystem or the network including the Application, any platform, switch, system or software in relation to the Scheme or for the purpose of providing the functionalities required under the Scheme to provide the Services from or to the Participants as the case may be;
<b>Aani Master Service Agreement</b>	means the contract governing the contractual relationship between participating banks and parties in the Scheme and the Operator in relation to the Scheme;
<b>"Account(s)"</b>	means the Customer's account(s) with ADIB as such expression is defined under the Banking Services Agreement and subject to the terms thereof;
<b>"ADIB"</b>	Abu Dhabi Islamic Bank P.J.S.C;
<b>"Application"</b>	Means Aani mobile application developed or made available by the Operator which can be downloaded from authorized sources or providers;
<b>"Applicable Law"</b>	means all national, federal, local laws, regulations, directions, guidelines, operating manuals and any other instrument having the force of law as may be issued and in force from time to time by any relevant authority including the Operator and the Central Bank relating to the Scheme or connected with the activities contemplated thereunder or pursuant to these Terms and Conditions including the Scheme Rules;
<b>"Business Day"</b>	means a day (other than a Saturday or Sunday or public holiday) on which banks are generally open for normal banking business in the United Arab Emirates;
<b>"Banking Services Agreement"</b>	means the General Terms and Conditions for Accounts and Islamic Banking Services governing the contractual relationship between ADIB and the Customer(s);
<b>"Central Bank"</b>	means the Central Bank of the United Arab Emirates;
<b>"Cooling-off Period"</b>	As contained in the Consumer Protection Regulations in the UAE.
<b>"Customer(s)"</b>	means the person(s) whose name and other particulars are either specified in the Services Enrolment Form and/or under these Terms and Conditions who is the Account holder;
<b>"Scheme Payment Channel"</b>	means any gateway, application, platform, website, hardware, software or tools provided by, made available or permitted by the Operator under the Scheme to perform certain feature or functionality used by the Participants including the Application for any Eligible Payments;
<b>"Eligible Payments"</b>	means a payment eligible to be settled in accordance with the Scheme Rules by an Eligible Device in conformity with these Terms and Conditions and the Scheme Rules through the Participants;
<b>"Services Enrollment"</b>	means the electronic and/or digital request received from the Customer, on ADIB Mobile Banking and/or Internet Banking or any other form required by ADIB and/or the Operator, to enroll the Customer to use the Services;
<b>"Services Unenrollment"</b>	means the electronic and/or digital request received from the Customer, on ADIB Mobile Banking and/or Internet Banking or any other form required by ADIB and/or the Operator, to unenroll the Customer from using the Services;
<b>"Scheme Rules"</b>	means the set of rules published by the Operator in any form including any publication made available either by the Operator at [aletihadpayments.ae] or by ADIB [adib.ae] or, appended hereto or notified by ADIB including the Scheme rulebook, circulars, instructions, operating manuals, regulations, standards, directives, notices, guidance and controls governing amongst other things, the Scheme and the provision of the Services, as such rules may be amended by any relevant authority including the Operator and/or the Central Bank from time-to-time and any other documents having similar effect;

<b>"Security Codes"</b>	means any security protocols, unique identification number, QR Code, username, password, one-time password, security information, biometric data, personal identification number or answer to a designated security question or any other similar tools or protocols;
<b>"Security Procedures"</b>	means the security procedures and controls that are required or recommended from time to time to avail the Services including the Security Codes and the security methods implemented by ADIB, the Operator, and/or the Scheme;
<b>"Services"</b>	means the services operated and made available by the Operator and ADIB (each in its respective role) according to the Scheme Rules by using the Application and/or other channels, as more particularly described in Schedule (1) appended hereto and as provided for under the Scheme Rules;
<b>"Scheme "</b>	means Aani Scheme owned, developed, controlled and regulated by the relevant authorities in the United Arab Emirates including the Central Bank and the Operator, offering the Services as express payment services;
<b>"Software and Materials"</b>	means any relevant technological solution, service, platform, switch, system, software and update in relation to the Scheme including Aani System and the Bank's software and materials including any content, tools or other materials directly or indirectly relating to the Scheme;
<b>"Message"</b>	means a set of information or content provided in certain approved format to perform certain function according to and as required by the Scheme Rules and the terms hereof;
<b>"Operator or AEP"</b>	means Al Etihad Payment Company, located at EIBFS Muroor Tower, Sultan Bin Zayed the First Street, Al Nahyan Area Sector E25, Plot P15, P.O. Box, 7108, Abu Dhabi, United Arab Emirates, or any other party appointed by the Central Bank to provide the Services;
<b>"Payer"</b>	means the person or entity that initiated the Payment Transaction using the Scheme Payment Channel or the Customer if the Customer is the sender of the funds to the Payee;
<b>"Payee"</b>	means the beneficiary under the Payment Transaction or the Customer if the Customer is the receiver of the payment generated from the Payment Transaction;
<b>"Payment Transaction"</b>	means debit or credit payment or settlement transaction denominated in AED initiated, performed or effected using the Scheme Payment Channels between a Payer and Payee from or to a Participating Bank within the UAE;
<b>"Payment Instructions"</b>	means a valid, accurate and complete instruction in the UAE from a Payer to cause a Participating Bank to pay a fixed amount of money denominated in AED to a Payee by performing a Payment Transaction in the UAE in accordance with these Terms and Conditions and the Scheme Rules, the Security Codes and Security Procedures;
<b>"Participating Bank"</b>	means a bank, financial institution or payment service providers approved by the Operator or the Central Bank to participate in the Scheme;
<b>"Participants"</b>	means the Payer, the Payee, the Participating Banks, ADIB, the Operator and any other authorized parties including merchants, services provider, vendors appointed or authorized to be part of the Scheme or by such participants and each in their respective roles in the Payment Transaction in accordance with the Scheme Rules;
<b>"Territory or UAE"</b>	means the United Arab Emirates;

## 2- Interpretation

- A. Unless the context requires otherwise, a reference to any one gender includes the other genders, the singular includes the plural and vice versa and a reference to natural persons includes entities.
- B. The headings of the clauses in these Terms and Conditions are for the purpose of convenience and reference only.
- C. The terms "include" and "including" shall not be limiting and shall be deemed to be followed by the words "without limitation".
- D. Unless otherwise stated, references to dates, months and years shall correspond to the Gregorian calendar.

## 3- INTRODUCTION FOR CUSTOMER AS CONSUMER

The Scheme known as "Aani" is operated and controlled by the Operator, a subsidiary of the Central Bank of the UAE, and offered to the UAE market by licensed Participating Banks. Aani enables instant or express payments, and it can also be considered as an alternative of debit card payments for merchants and online shopping and offered on real-time basis. At present, Aani payments are limited to domestic transfers in the UAE, allowing customers to send and receive money only between accounts held at licensed Participating Banks in AED. The Operator is exploring opportunities to connect with overseas instant payment platforms to facilitate cross-border instant payments, including international remittances which shall be subject to additional terms and conditions and changes to these Terms and Conditions. Aani enables instant fund transfers to beneficiaries and facilitates payments for various services including government payments, bills, online shopping payments and payments for store purchases. The Services under the Scheme consist of several functions and features the Scheme offers now

and others will be available when advised or made available by the Operator as more particularly indicated and described in Schedule (1) appended hereto. The Services in general terms as contemplated under the Scheme and offered by the Operator are intended to be available on time, twenty-four hours a day, seven days a week, fifty-two weeks a year according to the Operator and the Scheme except in ordinary or extraordinary disruptive circumstances or events which may suspend, delay, postponed, prevent, affect, cause errors, or make the Services unavailable due to any reasons whatsoever whether within or outside control.

#### **4- CUSTOMER ACCEPTANCE**

By accepting these Terms and Conditions, submission of the Enrolment Request to ADIB, merely accessing or using the Services, indicating or clicking on an acceptance button if made available by ADIB (subject to approval by ADIB, which may be withheld or denied for any reason in its sole discretion) or in any other way, shape or form providing any indicative act, express consent or by the actual conduct, the Customer would be deemed to have read, understood and agreed to be bound to these Terms and Conditions and the Scheme Rules, indicated and described in Schedule (1), as the same may be updated or amended from time to time. These Terms and Conditions are integral and inseparable part of the Services and the role of ADIB in the Scheme or Payment Transaction.

#### **5- GENERAL TERMS**

Subject to these Terms and Conditions, the Scheme Rules, the Applicable Laws and the requirements of the Operator and/or ADIB from time to time or any relevant authority, ADIB hereby agrees to make reasonable efforts to perform its role as hereinafter set forth and to assist the Customer to avail the Services, in consideration of, inter alia, the Customer's compliance of its obligations herein and the payment of the applicable Fees. Notwithstanding any terms to the contrary, ADIB shall have the right to decide the mode and manner to facilitate and assist the Customer to avail the Services and/or to decide the eligibility of the Customers to avail certain part of the Services at any time and /or to decide any changes or modifications thereto in accordance with these Terms and Conditions and the Scheme Rules.

#### **6- SECURITY PROCEDURES**

The Customer shall comply with the Security Procedures and any other reasonable instructions ADIB may but without obligation issue to the Customer in respect of the Services. Notwithstanding the foregoing, it is the Customer's responsibility to set up, maintain and regularly review the security arrangements concerning the Customer's access to and use of the associated computing and system requirements to determine the adequacy thereof or any other matter or thing. The Customer must notify ADIB as soon as reasonably possible upon becoming aware of any actual or attempted unauthorized access to perform Payment Transaction on the Customer's behalf. The Customer understands and acknowledges that the Security Procedures are used not to detect errors in the transmission or content of Payment Instructions. Any Payment Instructions delivered or transmitted by the Customer is effective and will be enforceable against the Customer whether or not authorized and regardless of the actual identity of the signer, sender, or transmitter. If such Payment Instructions are received in accordance with the applicable Security Procedures and ADIB accepts such Payment Instructions in good faith, then the Customer agrees to be bound by such Payment Instructions and the Customer must pay whether or not actually authorized, and ADIB has no obligation to accept any Payment Instruction that is not transmitted or delivered in compliance with the Security Procedures and ADIB will not be liable for any losses, damages or costs suffered by the Customer or any third party as a result of Bank's refusal to act upon any Payment Instruction which has been transmitted or delivered to ADIB other than in accordance with the Security Procedures.

#### **7- PAYMENT INSTRUCTIONS**

ADIB may treat all apparently Payment Instructions issued by the Customer or on his behalf but for greater clarity ADIB shall be under no obligation to check the authenticity and genuineness of Customer Instructions or the authority of the person or persons enabled by the Customer in giving them due to the nature of the Scheme. Notwithstanding the foregoing and without liability on the part of ADIB, it is the Customer's responsibility to ensure at all times the validity, accuracy and completeness of and proper and lawful authorization of the Customer's Payment Instructions and that the same have been issued, provided and transmitted validly, lawfully and correctly.

#### **8- RIGHT TO DEBIT**

ADIB shall be entitled to debit, settle, clear and withhold the Customer's Accounts with the value of the Payment Transaction, the applicable Fees and any actual costs or expenses ADIB may have paid or actually incurred in accordance with a Customer's Payment Instruction, that is without obligations on the part of ADIB to make payments of any amounts required to implement the Customer Instructions which shall be the responsibility of the Customer at all times.

#### **9- DEALINGS WITH THIRD PARTIES**

The Customer agrees that ADIB may and is entitled to but without obligation, request any third party including the Participants to supply any information about the Customer and /or to issue instructions to third parties to give effect to a Customer Instruction as the Customer's agent. ADIB is hereby authorized to delegate any powers conferred to it, further to third parties in performance of the Services. In any event, neither ADIB nor any other member of the ADIB group of companies shall be liable for any loss, damage, delay, or failure to perform, caused by the

acts or omissions of any such third parties.

## 10- SERVICE CONDITIONS

**The Customer acknowledges and agrees that in order to avail the Services, the following conditions, inter alia, shall be satisfied;**

- A. The Customer has duly filled, signed and submitted the Enrollment Request to ADIB and has already become eligible, enrolled and active member under the Scheme.
- B. The Customer is using the Scheme Payment Channels, issue Payment Instructions and send or receive proceeds from Payment Transaction in accordance with these Terms and Conditions.
- C. The Customer has provided to ADIB valid, complete, and accurate information in connection with the Payment Instruction.
- D. The availability of the type or nature of the Services by the Operator via the Aani System and ADIB systems in accordance with the Scheme at the time of the Payment Instructions and the Payment Transaction.
- E. The Account shall be regular, active, unrestricted Account whether the Customer is a Payee or Payer, and the Account is eligible to make and receive payment from or into the Account via the Scheme Payment Channels.
- F. If the Customer is a Payer the Account shall have immediately, freely available, transferable, and sufficient balance or funds at the time of the Payment Transaction.
- G. The Payment Transaction shall be performed in and to a Payee within the Territory and into an account and with a Participating Bank domiciled within the Territory.
- H. The Customer has validly, securely, and correctly used the Security Codes, the Security Procedures and the Scheme Payment Channels to perform or receive proceeds from the Payment Transaction.
- I. The Customer is not in breach of these Terms and Conditions, the Scheme Rules or the Applicable Laws.
- J. Any other conditions herein, under the Scheme Rules or required from time to time by the Operator, the Central Bank or ADIB.
- K. The Customer agrees to waive the right to avail the Cooling-off Period option of 5 business days as stipulated in the Consumer Protection Regulation and any other rights which may be contrary to the terms hereof.
- L. The Customer agrees, consents, and authorizes ADIB to share the required information of the Customer with the Operator, the Participants, and/or as otherwise may be applicable under the Scheme, or as may deemed to be required to avail the Services. This information may include and not limited to the Customer name, identification detail(s) and/or document(s), phone number(s), email address(s), account balance, account details, transaction details, and other corresponding information.
- M. ADIB may require the Customer to validate certain information before the Customer is permitted to use the Services.
- N. ADIB shall not be obligated to perform its role in the Scheme or participate in the Payment Transaction if any Participant is in breach of any obligations or if suspended, terminated, or prevented for any other reason.

## 11- SENDING A PAYMENT

Upon receipt of request for payment by a Payee ("RFP"), the Customer as Payer may initiate Payment Transaction to send instant money in the amount the Customer designate to the Payee. The Customer may (without receiving RFP) initiate Payment Transaction to send money in an amount the Customer designate to a certain Payee. Such Payments Transactions whether in response to RFP or as a transfer shall be subject always to the outgoing transfer limits that ADIB or the Operator may impose from time to time. The Customer authorizes ADIB to debit the Accounts or any other account of the Customer and transfer the funds to the Payee when Payment Transaction is initiated by the Customer. The Customer understands and agrees that transfers made via the Services are irrevocable and cannot be reversed or stopped once made. The Account(s) will be debited immediately for the amount of the payment and a transfer will be made in real time to Payee and the funds are made immediately available to the Payee receiving the Customer's payment. The Customer undertakes to use the Services for legal and Shari'a compliant purposes and in accordance with the Applicable Laws.

## 12- DELAYS OR NON-EXECUTION OF PAYMENT TRANSACTIONS

The Customer understands and acknowledges that Payment Transactions may be canceled, delayed, reversed, withheld or not executed for any reason including if:

- A. There are insufficient available funds in the Account(s);
- B. The amount of the payment exceeds the outgoing limits;
- C. The Payment Instruction involves a suspected, illegal or non Shari'a compliant activity;
- D. In order to comply with the Applicable laws, regulatory or compliance requirements or the Scheme Rules or due to a breach thereof;
- E. The Services, the Scheme Payment Channels or any part thereof are unavailable for any reason.
- F. Any other similar reasons.

## 13- AUTHORITY OF THE OPERATOR

The Customer understands and acknowledges that the authority of the Operator is delegated by the Central Bank of the UAE to define, govern, operate, manage, maintain, supervise, and decide on matters relating to or in connection with the Scheme and/or the Services including the following authorities:

- A. The Operator has the sole authority to decide on the contents and interpretation of the Scheme Rules and any other matters affecting the Services and/or the Participants within the Scheme;
- B. The Operator may make decisions in its role and responsibility to make the Aani System available for the benefit of the UAE and all Participants;
- C. The Operator may take any necessary corrective or preventative measures, single or combined, against any violating and non-complying Participants in order to ensure the sound functioning of the Aani System;
- D. The Operator reserves the right to exempt a Participant, in a general or specific manner, from the Scheme;
- E. The Operator reserves the right to validate the Messages and to reject them if they fail to comply with these Scheme Rules, the Scheme Rules and any other rules, requirements and/or the Applicable Laws; and
- F. The Operator may suspend or terminate the participation of a Participant or to take other measures as deemed appropriate to ensure the safe, efficient, and effective operation of the Aani System if the Participant is found to have breached the Scheme Rules.

## 14- ROLE OF ADIB

Subject always to the Scheme Rules and the role of the Operator, ADIB will be performing the following in relation to the Scheme and the Services;

- A. To adopt the Scheme and to operate according to the Scheme Rules and under the authority of the Operator, the Central Bank subject to the Applicable Laws and these Terms and Conditions;
- B. Obtain the approval of the Operator to be part of the Scheme and sign the relevant documentation with the Operator including the Master Service Agreement to make the Services accessible to the Customer;
- C. Use reasonable endeavors to integrate its technological relevant gateway or systems with Aani System to perform its partial role in the Services in accordance with the Scheme Rules and these Terms and Conditions;
- D. To provide the Payment Instructions on behalf of the Customer within the Scheme Payment Channels required to initiate or process the Payment Transactions requested by the Customer;
- E. Provide certain payment related information or about the Customer to any relevant party or services provider including the Participants; and
- F. Assist the Customer to avail the Services, and to facilitate the Customer requests received from Aani and/or the ADIB Mobile Banking and/or Internet Banking, subject to compliance with these Terms and Conditions.

## 15- FEES

The Customer agrees to the fees as stipulated in the Banking Services and Tariff Board.

## 16- CHANGES TO TERMS AND CONDITIONS

Subject always to the Scheme Rules and the role of the Operator, ADIB will be performing the following in relation to the Scheme and the Services;

- A. ADIB shall be entitled to make changes to these Terms and Conditions at any time and for any reason by sending to the Customer [60] calendar days' notice before such change takes effect.
- B. Notwithstanding Clause 16 (a), ADIB shall not be obligated to send the Customer an advance notice if the change or variation is due or for the following purposes or reasons;
- C. To comply with the Scheme Rules and/or the Applicable Laws or the requirements of any relevant authority;
- D. To accommodate any changes or requirements relating to the Scheme including the use, implementation, management, maintenance and operation of the Scheme System;
- E. To accommodate any changes or requirements in ADIB's operations and systems;
- F. To comply with instructions or decisions received by the Operator, the Central Bank and any other relevant authority.
- G. For any other purpose or cause pursuant to which ADIB considers such change reasonable or necessary.
- H. If the Customer is not in agreement to accept any changes or variation the Customer shall not use the Services and if the Customer is in agreement the Customer may use the Services and such use shall be deemed to be the consent and agreement by the Customer accordingly.

## 17- LIMITS AND RESTRICTIONS

The Customer hereby acknowledges and agrees that the Payments Transactions and the use of the Scheme Payment Channels shall be subject to the limits and restrictions imposed from time to time by ADIB, the Operator, the Participants, the Scheme Rules, the Banking Services Agreement and the Applicable Laws including without limitation the restrictions and limits as implemented and governed by ADIB, and/or the Operator, and/or the Scheme.

## 18- AUTHORITY OF BANK

The Customer agrees that the Bank shall have the right and power to take whatever action it considers appropriate or necessary (acting reasonably) to meet any obligations herein, under the Applicable Laws, to comply with the regulations of any relevant authority and the Scheme Rules. The Customer agrees to take all such steps as the Bank may require in this respect from time to time and shall comply with the same.

## 19- SERVICES MODE OF COMMUNICATION

ADIB may use various methods, or combinations of methods, notify the Customer of any matter relating to the Services, the Scheme or any changes or variations thereof, such as:

- A. by letter;
- B. by the Scheme Payment Channels;
- C. by electronic channels such as direct mail, internet and mobile banking;
- D. on ADIB's website;
- E. via the Software and Materials.
- F. in any other manner permitted by the Applicable Laws, prescribed under the Banking Services Agreement or the Scheme Rules as determined by ADIB as it shall consider appropriate.

## 20- LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN AND TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, IN NO EVENT SHALL ADIB BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICES; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS OR OMISSIONS DUE TO THE SCHEME (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES. THE CUSTOMER UNDERSTANDS AND AGREES THAT ADIB HAS NO CONTROL OVER THE CUSTOMER'S ACTIONS NOR THE ACTIONS OF THE OPERATOR AND THE PARTICIPANTS AND ADIB SHALL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE TO EFFECT THE CUSTOMER'S PAYMENT INSTRUCTIONS DUE TO CIRCUMSTANCES BEYOND ITS CONTROL INCLUDING DISRUPTION EVENTS IN COMMUNICATION FACILITIES, POWER OR EQUIPMENT FAILURES, AND THE NEGLIGENCE, ACTION, OR FAILURE TO ACT OF ANY PARTICIPANTS:

THE CUSTOMER HEREBY DISCHARGES AND RELEASES ADIB FROM ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY RELATED TO ANY PAYMENT INSTRUCTIONS EXECUTED BY ADIB FROM THE CUSTOMER OR FROM ANY CAUSE ATTRIBUTABLE DIRECTLY OR INDIRECTLY TO TYPE OR NATURE OF THE SCHEME INCLUDING ANY RISKS ASSOCIATED WITH IT AS FAST PAYMENT NATURE AND OTHER ASSOCIATED RISKS THAT ARE INSEPARABLE AND INTEGRAL PART THEREOF INCLUDING LOSS OR LIABILITY DUE TO LOSS OF FUNDS, INABILITY TO REFUND TRANSACTIONS MADE IN ERROR, FRAUD, CORRUPTION OR LOSS OF INFORMATION OR DATA AND FOR ANY OTHER REASON OR DUE TO OR AND FROM ANY LIABILITY DUE TO AN INABILITY TO ACCESS THE AANI SYSTEM OR ANY OTHER PARTY SOFTWARE AND MATERIALS OR ITS INTEGRATION WITH THE SERVICES.

## 21- MANAGEMENT OF DISPUTES

Management and settlement of transactional or payment disputes shall be subject to the rules of the Scheme and any other rules or guidelines provided by the Operator and/or ADIB.

## 22- PERMITTED DISCLOSURES

The Customer agrees to any exchange of any information between the Participants and the Operator as result of using the Services under the Scheme. ADIB may process any and all of the Customer's personal or confidential data associated with the Scheme or obtained from use of or as result to performing the Services for the purpose of the Payment Transactions and may be disclosed to the Participants, or other persons and relevant parties. The Customer acknowledges and agrees that in connection with utilizing certain Services described herein, ADIB may obtain and use certain information about the Customer from several sources which the Customer hereby consents to. ADIB may also exchange information about the Customer with other relevant parties for relevant, legitimate or legal purposes including its vendors, subsidiaries and affiliates, and other third parties and as permitted by law or the Banking Services Agreement.

## 23- TERMS OF USE

The Customer's access and use of the Scheme Payment Channels and any associated Software and Materials shall be subject to compliance by the Customer of the following obligations:

- A. All patents, trademarks, service marks, copyrights, trade secrets, database rights and other intellectual property and proprietary rights related thereto in the Scheme, or the Services is the intellectual property of the respective owners and not the Customer. The Customer undertakes not infringe the intellectual property rights of any owner except as expressly permitted through the normal use of the Services according to the Scheme Rules and these Terms and Conditions.

- B. Neither the Customer nor any permitted users by the Customer shall, directly or indirectly, do or attempt to do any of the following:
- C. alter, modify, copy, misuse or abuse any portion of the Services, the Software and Materials, the Scheme Payment Channels or any documentation or intellectual property rights relating thereto;
- D. perform or attempt to perform reverse engineer, convert, translate, decompile, disassemble or merge any portion of the Software and Materials and the Scheme Payment Channels or any other website, software or materials or otherwise attempt to obtain the source code or create or attempt to create any derivative works thereupon;
- E. use the Services for any unlawful or illegitimate use or purpose or prohibited pursuant to the Scheme Rules, the Applicable Laws or under these Terms and Conditions;
- F. attempt to obtain any materials or information through any means not intentionally made available by ADIB or the Scheme through the Services or otherwise;
- G. gain or attempt to gain unauthorized access to the Services, the Scheme Payment Channels, any Security Codes computer systems or networks connected to or associated with the use of the Services or the Scheme through hacking, password mining or any other means;
- H. submit, upload, or distribute any computer code or other technology intended to disrupt, disable, harm, or otherwise affect in any manner the integrity, reliability and soundness of the Scheme such as malware, viruses, or worms;
- I. The Customer shall keep all the Security Codes confidential and shall not disclose or make available such Security Codes to any third party.
- J. The Customer shall exercise due care to prevent any loss, theft, or wrongful use of any Security Code. If a Security Code is lost, stolen or has otherwise been intercepted by or revealed to third parties, the Customer shall immediately stop using Services, notify ADIB and the relevant authorities in such circumstances immediately.

If the Customer observes any fraudulent activity arising out of Aani, the Customer shall immediately inform ADIB and Unenroll from Aani by submitting the request on ADIB Mobile Banking and/or Internet Banking.

## 24- SERVICE INTERRUPTIONS

The Customer understands and agrees that the Services may be interrupted or fail from time to time for a variety of reasons, events and circumstances expected or unexpected, planned or unplanned within or outside ADIB or the Operator's control including without limitation; for maintenance and emergency services, communication failure and technical interruption and malfunctioning. The Customer therefore understands and acknowledges that ADIB shall not be liable nor responsible for any delay or failure to effect the Customer's Payment Instructions as a result of such Service interruption.

## 25- INDEMNITY

The Customer agrees to defend, indemnify, and hold harmless ADIB from any actual and direct claims, liabilities, losses or damages (including, without limitation, reasonable attorney's fees) (collectively, "Losses") against ADIB based upon or arising out of the Customer's failure to perform, or negligent or wrongful performance or breach of the Customer's obligations or duties under these Terms and Conditions or as result of the Services.

## 26- TERMINATION

ADIB shall have the right to terminate these Terms and Conditions at any time and for any reason or no reason and such termination shall be effective by notice and without the need for an order of a court or any legal proceedings.

## 27- GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the Federal laws of the UAE and any other local laws as may be applicable to the extent that such laws do not contradict with the rules and principles of the Islamic Shari'a as set out in the Shari'a Standards issued by the Accounting and Auditing Organization for the Islamic Financial Institutions (AAOIFI) as interpreted by Internal Shari'a Supervisory Committee of ADIB; in case of contradiction, the rules and principles of Islamic Shari'a shall prevail, and the Customer hereby irrevocably submits to the exclusive jurisdiction of the courts of the Emirate of Abu Dhabi to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions in accordance with the provisions of law.

## 28- Miscellaneous

- A. These Terms and Conditions form the entire agreement between the parties concerning the Services. It supersedes any pre-existing communications, agreement, representations, and discussions between ADIB and the Customer relating thereto.
- B. Communications via e-mail, the internet, short message service (SMS), or any other similar methods entail risks, the Customer acknowledges such risks and that any such communications may be intercepted, monitored, amended, or otherwise interfered with by third parties. ADIB shall not be responsible or liable to the Customer or any third party in the event of any such occurrence in relation to any communication between ADIB and the Customer (or which appears to have been made on the Customer's behalf), or any communication the Customer asks ADIB to enter into with any third party.
- C. The rights of ADIB hereunder (a) may be exercised as often as necessary; (b) are cumulative and not exclusive of its rights under any applicable law; and (c) may be waived specifically and only in writing. Any delay in the exercise or non-exercise of any right by ADIB is not a waiver of that right.
- D. The Customer shall use reasonable endeavors to ensure the authenticity, reliability, validity, accuracy and completion of any information, details, contents, materials, communications or documents required from the Customer to avail or use the Services and in case of any discrepancy therein, the Customer shall be solely responsible for any loss and/or damage suffered or liability, non-payment, wrong payment or delayed payment caused directly or indirectly as a result of such discrepancy.



## SCHEDULE 1

### DESCRIPTION OF SERVICES

#### The Services available on ADIB Mobile Banking and/or Internet Banking:

- **Aani Enrollment**  
The Customer request to register with Aani and use the Services.
- **Aani Unenrollment**  
The Customer request to deregister from Aani and stop using the Services.

#### The Services facilitated by ADIB for the requests submitted by the Customer on Aani:

- **Customer Authentication for enrollment of the Customer with Aani**  
The process of Aani to authenticate the Customer and to allow usage of Aani and the Services with the Customer account(s) at ADIB.
- **Send Money to Aani Users**  
The Customer request submitted on Aani to send money, using the Customer account(s) at ADIB, to other Aani Users.
- **Request Money from Aani Users**  
The Customer request submitted on Aani to receive money, in the Customer account(s) at ADIB, from other Aani Users.
- **Split Bill (Send or Receive Money) from Aani Users**  
The Customer request submitted on Aani to send/receive money, using the Customer account(s) at ADIB, to/from other Aani Users.
- **QR Code-based Payments to Aani Users**  
The Customer request submitted on Aani to scan QR code of other Aani Users and to send money, using the Customer account(s) at ADIB, to other Aani Users.