

ABU DHABI COMMERCIAL BANK PJSC

CONSUMER BANKING TERMS AND CONDITIONS

INCLUDING:

- ▶ **General Terms**
- ▶ **Accounts**
- ▶ **Debit Cards**
- ▶ **Electronic Banking**

Effective from 1st January, 2018



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PART 1: GENERAL TERMS

1. General

1.1 What is covered by these Terms and Conditions?

- ▶ These Terms and Conditions govern your entire consumer banking relationship and interaction with ADCB and will continue to apply throughout your consumer banking relationship with ADCB.
- ▶ Certain parts of these Terms and Conditions contain terms governing the use of a particular ADCB Offering which will apply to you as and when you use it.
- ▶ It is important that you read and understand these Terms and Conditions in their entirety before accepting them in accordance with Clause 1.3 below. Upon your acceptance, these Terms and Conditions will create a legally binding agreement between you and ADCB.

1.2 When are you bound by these Terms and Conditions?

- ▶ These Terms and Conditions apply from the date printed on page 1. Even if you applied for any ADCB Offering before that date, these Terms and Conditions will apply to you from that date. These Terms and Conditions will replace and supersede any past terms and conditions in respect of your consumer banking relationship and interaction with ADCB to which you may have agreed.

1.3 How do you become bound by these Terms and Conditions?

- ▶ By taking any steps prescribed by ADCB from time to time, which amount to an acceptance (including completion of any Form, use of any ADCB Offering and/or effecting any Account transactions), you confirm that you have read, understood, accept and agree to be bound by these Terms and Conditions as well as any Specific Features.
- ▶ You agree that any electronic or other method of acceptance of these Terms and Conditions prescribed by ADCB from time to time will constitute your acceptance of and agreement to be bound by these Terms and Conditions and any Specific Features as if you had accepted and agreed to be bound by them in writing.
- ▶ These Terms and Conditions will be binding on your heirs, successors and assigns in relation to any aspect of your consumer banking relationship and interaction with ADCB.

1.4 What should you do if you do not understand something in these Terms and Conditions?

- ▶ If something in these Terms and Conditions is not clear, you should look at the “Glossary” at the end of these Terms and Conditions. For example, if you see words starting with capital letters, then you should check the meaning of such words in the “Glossary”.
- ▶ If you have any questions on these Terms and Conditions or on any ADCB Offering, you should refer to the Website, and in particular the relevant FAQ section on the Website. You can also contact ADCB on the contact details specified on the Website.

1.5 How do you sign up for any ADCB Offering?

- ▶ You can sign up for any ADCB Offering by completing a Form. If applicable, you may also be required to take additional actions prescribed by ADCB from time to time. For example,

if you wish to open a particular type of Account, you may also be required to make a minimum initial deposit.

- ▶ For each ADCB Offering (including, without limitation, Joint Accounts and Accounts opened for a minor), you must follow the ADCB Policies and/or requirements as may be prescribed by the RBI or any other authority or as may be required under the Indian laws for that particular ADCB Offering.

1.6 What if you have difficulty in reading or writing?

- ▶ If you have difficulty in reading, writing or understanding our documentation, you must notify ADCB before applying for an ADCB Offering or engaging in any other transactions with ADCB. For your protection, you may be required to take additional steps when you transact with ADCB.

For example, if you are illiterate, in addition to any other special conditions and/or restrictions imposed by ADCB from time to time, the following will apply:

- (A) you must provide copies of a recent photograph of yourself to be attached to the form in which your thumb-print and/or your specimen signature appears in order to facilitate identification;
- (B) withdrawals will only be allowed on your personal application and identification at a Branch;
- (C) all of your transactions with ADCB will need to be carried out in the presence of an ADCB employee and countersigned by an officer of ADCB; and
- (D) withdrawals by a third party will not be honoured even if the Available Balance covers the amount of the withdrawal, unless the third party presents to ADCB's satisfaction, a power of attorney granted to such party in a form acceptable to ADCB.

1.7 Are these Terms and Conditions the only terms and conditions which apply to you?

- ▶ In addition to these Terms and Conditions, an ADCB Offering may also be subject to supplemental terms and conditions relating to that ADCB Offering (such as any Specific Features). Such supplemental terms and conditions may be issued by ADCB or may be issued by a third party. Such supplemental terms and conditions will be disclosed and/or available on, or through, the Website or on such other forum as prescribed by ADCB from time to time. By applying for and/or using an ADCB Offering, you will be deemed to have read, understood, accepted and agreed to be bound by any supplemental terms and conditions (including any Specific Features) applicable to that ADCB Offering. References to "Terms and Conditions" contained herein will, where applicable, be deemed to include any Specific Features and any supplemental terms and conditions.
- ▶ You shall also be governed by all the other general terms and conditions available at www.adcbindia.com.

1.8 Does ADCB has right to restrict availability and access for upgrades and maintenance?

- ▶ Whilst ADCB and its Affiliates will use reasonable efforts to ensure the availability of and access to ADCB Offerings including Electronic Banking, ADCB Branches and any other service or offering provided by or through ADCB (the "**Products and Services**"), in accordance with these Terms and Conditions, availability and access to one or more of the

Products and Services may be delayed, restricted or limited from time to time, without the need for further consent or approval from you or notification to you, in order for ADCB to carry out any planned or unplanned and regular or one-off upgrades, maintenance or repairs of the ADCB's premises, banking systems or Website or which may occur as a result of a delay or disruption to any service or system used by ADCB in providing or processing the Products and Services (a "**Maintenance Outage**"). To the fullest extent permitted under Applicable Laws, ADCB and its Affiliates shall not be responsible for, and you shall indemnify and hold harmless ADCB and its Affiliates from and against, any Liability arising directly or indirectly out of any Maintenance Outage.

2. Customer Communications

2.1 How will you communicate with ADCB?

- ▶ ADCB may, from time to time and in its sole discretion, require you to send Customer Communications in a specific form or by a specific method, depending on your profile as a Customer or the ADCB Offering to which the Customer Communication relates, or for any other reason that ADCB considers appropriate.
- ▶ Except as otherwise specified by ADCB from time to time and depending on the nature and content of such communication, Customer Communications may be sent to ADCB:
 - (A) in writing, by email, fax or by secure messaging to the contact details set out on the Website; or
 - (B) by calling at the ADCB customer service desk; or
 - (C) by Electronic Instruction.
- ▶ In the case of a Customer Communication which is a formal communication (such as a demand or notice required to be given under these Terms and Conditions), this must be delivered by hand at a Branch or sent by registered post to the manager of your Home Branch.
- ▶ All Customer Communications will only be deemed to be validly given or served by you when received by ADCB.
- ▶ In respect of any Customer Communications that are required to be made by you in writing, ADCB will only act upon such Customer Communications where they are duly signed by you or your PoA Holder as per the specimen signature in the Records.
- ▶ ADCB will treat as genuine and process any Customer Communication that ADCB believes in good faith to have been issued by you (or your PoA Holder) and ADCB will not be obliged to confirm or verify the authenticity of the Customer Communication.

2.2 Do any special conditions apply when sending Customer Communications to ADCB electronically or by telephone?

- ▶ ADCB may, in its sole discretion, refuse to act upon Customer Communications received from you by email, fax, secure messaging, telephonic calls at the ADCB customer service desk or Electronic Instruction, until it has received the original written Customer Communication duly signed by you (or your PoA Holder) as per the specimen signature in the Records. ADCB may also require you to provide originals of all applications and other documents that are, in the sole opinion of ADCB, required or necessary for the transactions that are to be initiated by such Customer Communications. If this is required:

- (A) such documents must be delivered to ADCB immediately after the execution of such transactions in such form as ADCB may require; and
- (B) failure to deliver such original Customer Communication will not affect your responsibility in connection with such communications or transactions, but may entitle ADCB to cancel, void or not acknowledge receipt of or act on the communication and not initiate the transaction.

▶ ADCB may in its sole discretion contact you at your Address (including by way of phone or recorded channel) at any time to verify the authenticity of any Customer Communication purported to be provided by you. You acknowledge and agree that if ADCB attempts to contact you but is unable to confirm and/or verify the authenticity of your Customer Communication, ADCB may, in its sole discretion, elect not to process it.

2.3 Are there any other reasons for which ADCB can delay or refuse to process Customer Communications?

▶ ADCB may delay or refuse to process any Customer Communications:

- (A) if ADCB believes that they are not accurate or authentic;
- (B) if ADCB could or would be in breach or contravention of any Applicable Laws, its own policies or other duty by processing them;
- (C) if a transaction executed based on your Customer Communications would breach any restrictions introduced or imposed by ADCB from time to time (such as any applicable maximum or minimum daily limits);
- (D) if ADCB suspects a breach of security or fraudulent activity; and/or
- (E) for any other valid reason.

2.4 What is your liability in relation to Customer Communications?

▶ In addition to your liability under other provisions of these Terms and Conditions, you will indemnify and hold harmless ADCB and its Affiliates from any Liability arising from:

- (A) ADCB acting upon or refraining from acting upon any Customer Communication, or any delay in executing, any Customer Communication;
- (B) any use or misuse of any Customer Communication;
- (C) the accuracy of your instructions set out in any Customer Communication;
- (D) any failure, delay or other shortcoming of any third party in relation to acting on any Customer Communication; and
- (E) your (or your PoA Holder's) negligence, wilful misconduct or fraudulent activity.

3. Bank Communications

3.1 How will ADCB communicate with you?

▶ Unless you have expressly requested to receive Bank Communications to your Address by mail, and provided that ADCB has expressly consented to such request, ADCB may send Bank Communications with respect to any ADCB Offerings and/or these Terms and

Conditions through any method of electronic communication including fax, email, SMS, telephone, secure messaging or Internet Banking (including by way of posting notices on the Website).

- ▶ All Bank Communications sent to the Primary Cardholder or any Supplementary Cardholder will be deemed to have been sent to both.
- ▶ Unless ADCB expressly agrees otherwise, any Bank Communication is deemed to be validly given:
 - (A) where it has been sent by post to your Address, on the second Business Day after the day of posting;
 - (B) where it has been sent by courier to your Address, on the day upon which the courier company confirms delivery;
 - (C) where posted on the Website, on the day upon which such posting comes online; and/or
 - (D) where it is sent by SMS, telephone, secure messaging, fax or email to your Address, on the day of sending.
- ▶ In the event that a Bank Communication is delivered by, or on behalf of, ADCB to you that requires you to sign for or otherwise confirm/accept delivery thereof (for example, a Card or cheque book), you undertake to follow the acceptance instructions provided by the deliverer of the Bank Communication (for example, signing an acceptance form and providing proof of identification). You acknowledge and agree that any electronic or digital signature (or other form of confirmation/acceptance) ("Digital Confirmation") provided by you will (i) be as valid as if it had been provided in writing, and (ii) constitute an acceptance for the purposes of these Terms and Conditions. In addition, you hereby consent to the deliverer of the Bank Communication passing any such Digital Confirmation to ADCB.
- ▶ ADCB may, from time to time, send you Bank Communications relating to the promotion of an ADCB Offering (whether existing or new). You hereby consent to ADCB sending such communications to you.

3.2 What happens if Bank Communications are lost or not received by you?

- ▶ Neither ADCB nor its Affiliates will be responsible for any Liability arising from circumstances outside ADCB's control in connection with the delivery or non-receipt of Bank Communications, including where any non-receipt of Bank Communications is due to your failure to update ADCB with your Address in accordance with Clause 8.2 of this part.
- ▶ If you suspect that any Bank Communications have been lost, stolen or you suspect that someone other than you has tried to use them, you must immediately contact ADCB.
- ▶ You will indemnify and hold harmless ADCB and its Affiliates from any Liability incurred prior to your notification of any loss, theft, or misuse of Bank Communications.
- ▶ ADCB may, in its sole discretion, re-issue any lost or non-received Bank Communications to you provided that you pay ADCB upon its request for the cost of such re-issuance.
- ▶ If subsequently found, you must return any Bank Communications previously believed to be lost to ADCB for cancellation.

4. Communications by Telephone, Mobile, Fax and Internet

4.1 What risks do you need to be aware of when sending or receiving communications by telephone, mobile, fax or internet?

- ▶ While ADCB will take all reasonably practicable steps to ensure that your transactions are secure and all communications between you and ADCB are private and confidential, you acknowledge and agree that giving Customer Communications and Bank Communications by telephone, mobile, fax or internet (whether via Internet Banking, secure messaging, email or otherwise) is not a completely reliable, secure and confidential means of communication.
- ▶ If you choose to communicate and/or receive communications through such means, it is entirely at your own risk. Accordingly, neither ADCB nor its Affiliates will be responsible for any Liability arising from:
 - (A) generating, delivering, managing and/or receiving any Customer Communication or Bank Communication conveyed by telephone, mobile, fax or internet;
 - (B) errors or delays in the transmission of any Customer Communication or Bank Communication or any unauthorised alteration, usage or manipulation of the information contained in them or otherwise caused as a result of their delivery;
 - (C) Viruses arising from any electronic or other communications; and/or
 - (D) any unauthorised access by, or disclosure of Confidential Information to, third parties as a result of the receipt or delivery of data via the means described in this Clause 4.1.

5. Changes to these Terms and Conditions

5.1 Does ADCB have a right to vary these Terms and Conditions?

- ▶ To the extent permitted by Applicable Laws, ADCB may change, replace, supplement or delete any of these Terms and Conditions (including but not limited to changes to its interest rates (including any Prevailing Rate), Charges, and any features of the ADCB Offerings), any Specific Features and any product-specific terms and conditions in its sole discretion and at any time. If there are any changes to these Terms and Conditions or to any Specific Features, ADCB will give you notice of such changes through:
 - (A) the Website and/or via e-mail;
 - (B) SMS, secure messaging or Internet Banking; and/or
 - (C) any other means of communication as deemed appropriate by ADCB.
- ▶ Retention or use of any ADCB Offering after the effective date of such changes shall be deemed to constitute your acceptance of such changes without reservation.
- ▶ If you object to the changes to these Terms and Conditions or any Specific Features, ADCB will have the right to terminate its relationship with you.
- ▶ For the avoidance of doubt, the rebranding or renaming by ADCB of any ADCB Offering will not be construed as a change to these Terms and Conditions or any Special Features. ADCB will have the unrestricted right to change the branding or name of any ADCB Offering at any time, in its sole discretion and without any obligation to notify you.

6. Security Measures

6.1 Should you take any security measures in relation to your use of any ADCB Offerings?

- ▶ Except as otherwise set out in these Terms and Conditions, all Confidential Information is confidential between you and ADCB. If you disclose any Confidential Information to any third party, you do so at your sole risk and responsibility.
- ▶ You must ensure that no unauthorised party will have access to your Cards, cheque books, Confidential Information, Secure Key and/or any other items or information relating to your relationship with ADCB that ADCB requires you to keep confidential and secure. You must take all necessary care to prevent any unauthorised access to such information or items. This includes, but is not limited to, the following measures:
 - (A) not responding to any request asking for your Security Information, even if such request appears to have been made by ADCB;
 - (B) not selecting a Password that is easy to guess. In particular, you should not choose a Password that contains or represents your date of birth, part of your name or any of your personal details (such as your telephone number) that are accessible to third parties;
 - (C) regularly changing your Password;
 - (D) regularly scanning your computer and/or Mobile Device for Viruses;
 - (E) keeping your computer and Mobile Device software up-to-date;
 - (F) keeping your computer and/or Mobile Device safe and secure;
 - (G) not leaving your computer, Mobile Device or Cards unattended;
 - (H) not recording your Security Information in a legible way or storing it all together or on any software that saves it automatically;
 - (I) only using secure websites to effect online Card Transactions; and/or
 - (J) complying with any security requirements introduced by ADCB from time to time.
- ▶ There may also be additional security obligations in respect of specific ADCB Offerings. Please refer to the terms specific to such ADCB Offerings for further details.

6.2 What if your Security Information has been lost, stolen or disclosed to a third party?

- ▶ If you become aware or suspect that any part of your Security Information has been lost, stolen or disclosed to a third party (for example, if your computer, Secure Key and/or Mobile Device is lost or stolen), or you become aware of any unauthorised access to your ADCB Offerings, you must immediately contact ADCB and follow any instructions given to you by ADCB. Such instructions may include requiring you to:
 - (A) change your Security Information;
 - (B) replace your Secure Key;
 - (C) close your Account and open a new one; and/or

(D) take any other actions that ADCB may require.

6.3 Who will be responsible for any unauthorised use of your ADCB Offerings?

- ▶ Unless and until you notify ADCB of the loss, theft or disclosure of your Security Information or any unauthorised access in accordance with Clause 6.2 of this part, you will be responsible for any unauthorised access to your ADCB Offerings and you will indemnify and hold harmless ADCB and its Affiliates from any Liability arising out of such unauthorised access. It is however clarified that your liability under this section shall be determined in line with the RBI Circular on Customer Protection – Limiting Liability of Customers in Unauthorised Electronic Banking Transactions, DBR.No.Leg.BC.78/09.07.005/2017-18, dated 6th July 2017 or any other Applicable Laws.

7. Records

7.1 What records does ADCB keep and how are they used?

- ▶ ADCB may, throughout your consumer banking relationship with ADCB and as ADCB deems fit, retain and maintain the Records electronically or by such other method of storage as may be convenient to ADCB. You agree that printouts or copies of all such Records are legal instruments and will constitute conclusive evidence of the genuineness of the contents thereof.
- ▶ You agree that ADCB may record communications by telephone or any other means between:
 - (A) you (including your representatives); and
 - (B) ADCB's employees and representatives.
- ▶ The Records will be conclusive and binding evidence of any communications and transactions between you and ADCB (including where any service is provided by ADCB in conjunction with a third party) and including but not limited to those effected by instructions given verbally, in writing or electronically. As such, any Records held by ADCB will be final and conclusive evidence of the genuineness of the contents thereof, subject to any right granted to you under these Terms and Conditions to dispute the accuracy of any such Records.
- ▶ You waive any right which may entitle you to apply for the auditing or production of the Records, other than to comply with an order of a court or other relevant authority with jurisdiction over ADCB.
- ▶ ADCB will take reasonable care to maintain the Records. However, you acknowledge and agree that the Records are maintained solely for the benefit of ADCB and its Affiliates and that you have no rights, proprietary or otherwise in relation to the Records. Neither ADCB nor its Affiliates will be responsible for any Liability arising out of any loss, damage, corruption or destruction of the Records.
- ▶ In the event that ADCB declines an application by you for an ADCB Offering, you acknowledge and agree that the application and its supporting documents will become part of the Records and will not be returned to you.

8. Your Information

8.1 What are your obligations to provide information?

- ▶ When requested, you must promptly provide ADCB with all information and documents, including the Aadhaar Number, tax information or self-certifications, which ADCB may require for any purpose including in connection with the relationship between you and ADCB or in connection with any Tax Obligations. This information may include (but is not limited to) your Account Information, transaction information and any further information, documents or certifications about your identity, tax residence, nationality or the source of any funds deposited with ADCB, that ADCB may request from time to time.
- ▶ If you are a Consumer Retail Customer, you must provide ADCB with the information and/or documentation that it requires to establish the identities of your ultimate beneficial owner(s), their respective PAN numbers, date/place of birth, residence and/or citizenship and the relevant clarification and/or status and the source of funds and wealth for each of your beneficial owners and/or subsidiaries (as applicable, including Constitutional Documents).
- ▶ You are not permitted to open a trust or similar Account without ADCB's express consent. You must inform ADCB if your Account is being opened and held on behalf of (including on trust for) third party beneficiaries, and you must provide ADCB with any information and documents requested by ADCB to enable ADCB to establish the identities of the ultimate beneficiaries of that Account. You acknowledge that any such trust or similar arrangement is between you and the third party beneficiaries; as such, you will indemnify and hold harmless ADCB and its Affiliates from any Liability arising as a result of you holding an Account on behalf of (including on trust for) third party beneficiaries and, for the purposes of account operation, ADCB shall be under no obligation to ensure, or any responsibility or liability for ensuring, that the Account is operated in accordance with the terms of any trust or similar arrangement.
- ▶ You confirm and agree that (notwithstanding any other provision in these Terms and Conditions) if you do not provide ADCB with information and documentation that ADCB requests, or you provide inaccurate, incomplete or misleading information and/or documentation, ADCB may:
 - (A) withhold a proportion of the Available Balance (including interest), as required by any tax authority or under any applicable Tax Obligations;
 - (B) suspend, freeze or block your Account in accordance with Clause 16.1 of this part; and/or
 - (C) close your Account in accordance with Clause 16.5 of this part.

8.2 What are your obligations in respect of any information and documentation that you provide to ADCB?

- ▶ You warrant, represent and undertake to ADCB that any information and/or documentation that you provide to ADCB will be complete, true and accurate. You authorise and agree to ADCB's verification of any such information from whatever sources it considers appropriate.
- ▶ You must notify ADCB promptly and keep it updated of any change in your employment, business, Address, nationality, residence status (including tax residence) or any other information and/or documentation that you have provided to ADCB from time to time.

- ▶ You will indemnify and hold harmless ADCB and its Affiliates from any Liability arising out of any failure by you to provide ADCB with any information or documents that it requests, as well as for any error, omission, inadequacy or inaccuracy in any information and/or documents that you provide to ADCB.

8.3 How will information relating to you be processed by ADCB?

- ▶ You irrevocably agree and consent that ADCB may, throughout your consumer banking relationship with ADCB and as ADCB deems fit, process, store, transfer and disclose, without the need for further consent or approval from you or notification to you, information relating to you, your Account Information and/or your use of any ADCB Offering, Additional Product and Service and/or Third Party Offering (including where applicable, such details in relation to your beneficial owners).

8.4 To whom will ADCB disclose information relating to you?

- ▶ Pursuant to ADCB's rights under Clause 8.3 above, ADCB may disclose your information to any of the following:
 - (A) its Affiliates (including their employees, directors and members) who are under a duty of confidentiality to ADCB;
 - (B) any actual or potential participant or sub-participant in relation to any of ADCB's rights and/or obligations to you under any agreement with ADCB or its assignee, or transferee (or any agent of adviser of any of the foregoing);
 - (C) the RBI or any court or tribunal or regulatory supervisory, tax or other governmental or quasi-governmental authority (whether national, international or local) where ADCB is, or may be required to, or seeks to comply (whether on a voluntary or mandatory basis):
 - (1) with Applicable Laws including, without limitation, the Applicable Laws of jurisdictions in which ADCB or its customers operate and jurisdictions through which ADCB or its correspondents effect payments;
 - (2) with its own policies; and/or
 - (3) with any disclosure obligations under any Tax Obligations;
 - (D) any credit rating agencies (including without limitation, CRISIL / Credit Information Companies ("**CIC**") and any other agency authorised in this behalf by the RBI) as ADCB chooses to use from time to time for the purposes of obtaining or providing credit references and other information;
 - (E) any party that provides services to you through ADCB as an intermediary, including investment management or insurance services and including in relation to the Additional Products and Services;
 - (F) any party that ADCB reasonably believes to be acting on your behalf, payment recipients, beneficiaries of your Account, PoA Holders, intermediaries, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges or companies in which you have an interest in securities (where such securities are held by ADCB for you);

- (G) any party to a transaction acquiring an interest in, or assuming risk in, or in connection with, your consumer banking relationship with ADCB;
- (H) any party, including but not limited to ADCB's professional advisors, for the purpose of enforcing or preserving ADCB's rights against you, such as where there are any proceedings brought by ADCB against you or vice versa, or by any third party against you or ADCB in respect of an ADCB Offering or a Third Party Offering, or transactions with ADCB or to any external debt collection agency for the purposes of collecting any overdue debts that you may owe to ADCB;
- (I) any party that ADCB engages for the purpose of processing your transactions or for the purpose of processing or storing your information, whether in the India or abroad;
- (J) any party if ADCB determines, in its sole discretion, that such disclosure will prevent or recover losses to ADCB; and/or
- (K) any party pursuant to ADCB's internal operational requirements (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes),

and in each case you may not be made aware of any such disclosure.

- ▶ For the purposes of each or any of the disclosures referred to above, you expressly permit such disclosures and waive, so far as permitted, any right to secrecy that you have under any Applicable Laws and in any other jurisdictions. However, ADCB agrees to preserve the confidentiality of all information provided by you. In line with the Information Technology Act 2000, ADCB also agrees to take the necessary security measures to safeguard any personal data that may be provided by you.
- ▶ I confirm that neither ADCB nor its Affiliates will be responsible for any Liability in relation to any disclosures made under the circumstances set out in Clauses 8.3 and 8.4 of this part, or any similar circumstances.
- ▶ I hereby permit ADCB to assign any activities to any third-party agencies or service providers at its sole discretion. I further acknowledge the right of ADCB to provide my details and share or transfer information on a confidential basis to ADCB Group offices or other third-party agencies/service providers, whether located in India overseas including but not limited for the purpose of availing of support services of any nature by ADCB. I acknowledge that ADCB also may disclose information, if required or permitted by any law, rule or regulation or at the request of any public or regulatory authority or if such disclosure is required for the purpose of preventing fraud, without any further specific consent or authorization from me/us.

8.5 How will ADCB use credit references about you?

- ▶ When you apply for any ADCB Offering and at any point during which you are a Customer, ADCB may request any information relating to you that ADCB considers appropriate from your employer, any financial institution, credit rating agency (including CRISIL / Credit Information Companies ("CIC") and any other agency authorised in this behalf by the RBI) or any other source that ADCB considers necessary, to assess your ability to meet your commitments.
- ▶ You authorise ADCB (and its Affiliates on its behalf) to make enquiries and to obtain any credit references or other relevant information about you from your employer, any financial institution, any credit rating agency/bureau (including CRISIL / Credit Information

Companies (“CIC”) and any other agency authorised in this behalf by the RBI) and/or any other source that ADCB considers necessary, to assess your ability to meet your commitments.

9. Sanctions and Regulatory Requirements

9.1 What obligations do you have in relation to sanctions and regulatory requirements?

▶ You warrant and undertake to ADCB that:

- (A) the monies used to fund your relationship with ADCB have not been derived and will not at any time derive, directly or indirectly, from or be related to any illegal activities, including but not limited to money laundering activities, and the proceeds from your relationship with ADCB will not be used to finance any illegal activities in any jurisdiction whatsoever;
- (B) you are not (or if you are a Consumer Retail Customer, each of your affiliates is not) subject to any restrictions under any Regulations;
- (C) you are not, and will not become:
 - (1) located or domiciled in any country that is a Prohibited Country; or
 - (2) an entity or person with whom dealings are or may be restricted pursuant to Applicable Laws;
- (D) you are not and will not in any way be:
 - (1) connected to a person or entity; or
 - (2) engaged, either directly or indirectly, in commercial activity of any kind with any person or entity,

that is located or domiciled in a Prohibited Country;
- (E) you will not use:
 - (1) any ADCB Offering;
 - (2) any funds deposited with ADCB;
 - (3) any funds lent, contributed or otherwise made available to you by ADCB; or
 - (4) any other funds resulting from your relationship with ADCB,

for any transaction, either directly or indirectly, with any person or entity located or domiciled in a Prohibited Country or for any unlawful purposes; and
- (F) you will not lend, contribute or make available any amount or ADCB Offering described in Clause 9.1 (E) of this part to any party for the purpose of financing the activities of, or for the benefit of, any country, state, or other party subject to any restrictions under the Applicable Laws.

9.2 How can your use of an ADCB Offering be affected by ADCB's compliance with sanctions, tax and other regulatory requirements?

- ▶ ADCB may voluntarily comply with any Applicable Laws and may interpret the Applicable Laws in its sole discretion to take any measure whatsoever to comply therewith including, but not limited to:
 - (A) suspending or freezing your Account, blocking your transactions and/or putting your Account and/or transactions on hold in accordance with Clause 16.1 of this part;
 - (B) closing your Account and/or terminating your banking facilities in accordance with Clause 16.5 of this part;
 - (C) suspending or terminating your use of any ADCB Offering; and/or
 - (D) taking such other steps and/or actions as ADCB reasonably deems necessary to comply with the Applicable Laws.
- ▶ Any funds transferred or any transaction to or from your Account may be reversed, delayed, suspended or, pursuant to a court order, attached, by ADCB.
- ▶ If you ask ADCB to make a payment to an account held with a financial institution which does not participate or comply (or which ADCB cannot verify that it participates or complies) with relevant tax legislation, ADCB may be required, and you authorise ADCB, to withhold certain amounts from that payment and ADCB will notify you if this is the case.
- ▶ As part of their compliance with any Tax Obligations, ADCB and/or its Affiliates may be required to withhold tax on any payments of US source income, as well as gross proceeds from the sale of securities that generate US source income.
- ▶ Any payments made to you, or funds held for you, may be subject to withholdings required to be made by, or imposed on, ADCB or its Affiliates from time to time in connection with your non-compliance with applicable Tax Obligations or breach of the relevant obligations in this Clause 9.2.
- ▶ No additional amount will be payable to, or held for, you by ADCB or its Affiliates, to compensate for such withholdings made under applicable Tax Obligations.
- ▶ Neither ADCB nor its Affiliates will be responsible for, and you will indemnify and hold harmless ADCB and its Affiliates from, any Liability:
 - (A) arising out of their compliance with any Applicable Laws, any Tax Obligations, agreements with tax authorities, or their own policies;
 - (B) arising out of any failure or shortfall by ADCB or its Affiliates to comply with their obligations under (A) above, caused by your breach or non-compliance with these Terms and Conditions and/or Applicable Laws;
 - (C) for any delays, suspensions, attachments, holds and/or any resulting unavailability of funds for not following your instruction to pay due to their obligations relating to the Applicable Laws; and/or
 - (D) in connection with any determination that any funds, accounts, or investments constitute 'US source income' or other determinations related to compliance or actions taken to comply with applicable Tax Obligations and that any determination

or action taken by ADCB or its Affiliates, howsoever made will be final and binding upon you.

9.3 Compliance with FEMA

- ▶ I will be liable to comply with Foreign Exchange Management Act 1999, and the rules and regulations made thereunder and any amendments thereto. I hereby declare that any transaction hereunder will not involve, and will not be designed for the purpose of any contravention or evasion of the previous of the Foreign Exchange Management Act, 1999 or any rule, regulation, notification, direction, or order made thereunder. I also hereby agree and undertake to give such information/ documents as will satisfy ADCB with regards to any transaction in terms of the above declaration. I also understand that if I refuse to comply with any such requirement or make only unsatisfactory compliance therewith, ADCB shall refuse to undertake any transaction on the account and shall, if it has reason to believe that any contravention is contemplated, report the matter to Reserve Bank of India and/or such other authority as ADCB deems fit. I shall intimate ADCB in the event of any change in my/our Non-resident /Resident status.

9.4 Compliance with GST

- ▶ Unless expressly agreed otherwise by the Bank, GST would be charged additionally as per the prevailing rates on all amounts (including any Charges) due to the Bank under these Terms and Conditions.
- ▶ Unless expressly agreed otherwise by the Bank, where the Bank makes a taxable supply or deemed supply of goods or services to you, the payment or other consideration for that supply shall be exclusive of GST and shall be paid in addition to and at the same time as the payment or other consideration.
- ▶ Where the law requires, the customer to account for GST on supply made by the bank, under the reverse charge mechanism or otherwise to the relevant tax authority, you will provide your relevant GST identification number to the Bank and will account for all GST due in the relevant jurisdiction, and in such cases, no GST will be due to the Bank in addition to the consideration.
- ▶ Where you have agreed to pay, repay or reimburse the costs, fees, charges or expenses of the Bank in connection with services provided by the Bank to you under this agreement, other than where it gives rise to a taxable supply by the Bank, you shall agree to pay GST in addition to such cost, fee, charge or expense.
- ▶ You will promptly provide the Bank with all information it requires or requests to comply with its GST obligations arising from this agreement.

10. Charges and Other Amounts Payable to ADCB

10.1 What are ADCB's Charges?

- ▶ You may have to pay Charges for the various ADCB Offerings provided to you.

10.2 How are payments made to ADCB?

- ▶ All payments made by you to ADCB must be made net of any taxes (including GST), withholdings, fees, levies, bank charges or other deductions and in INR, or in such other currency required by ADCB, or where ADCB so specifies, in the currency of the Account.

- ▶ If any payment falls due on a non-Business Day, the payment shall be made on the following Business Day.

10.3 What are ADCB's rights in relation to money that you owe?

- ▶ In addition to any other events or circumstances described in other parts of these Terms and Conditions, if:
 - (A) you fail to pay any money owed to ADCB by its Payment Due Date or upon ADCB's request; and/or
 - (B) you become unable to pay your debts as and when they fall due or have a bankruptcy petition (or any similar proceedings) presented against you or you are declared bankrupt;

you hereby irrevocably agree and authorise ADCB to immediately, and without prior notice, exercise its Right of Set-Off. Your authorisation is irrevocable and cannot be cancelled without ADCB's prior written consent.

- ▶ If required, you authorise ADCB to convert sums in your Account at the then applicable Exchange Rate for the purposes of, or in connection with, the exercise of its Right of Set-Off.
- ▶ You authorise ADCB to debit your Account with all expenses and disbursements incurred in recovering amounts owed by you, including but not limited to legal costs and costs of obtaining and realising any Security.
- ▶ ADCB will have the right to charge you default interest on the outstanding sums (including for the avoidance of doubt any Charges) and default Charges, from the date that payment has become due until the date when the outstanding sums are paid in full. ADCB's right to charge you default interest or default Charges is without prejudice to any other rights that it may have in relation to late payment.
- ▶ In addition to any Security that ADCB may have over your Account(s) or any of your assets in ADCB's custody now or hereafter, ADCB has the right, at any time, in the exercise of its Right of Set-Off to combine or consolidate all or any of your Accounts with any amounts owed by you to ADCB.
- ▶ To the extent that ADCB exercises its Right of Set-Off against any Fixed Term Deposit that you may hold, you authorise ADCB to, in its sole discretion, withdraw such amounts before the end of the agreed term of such Fixed Term Deposit. You may also incur any early withdrawal penalties or Charges arising under Clause 3.4 of part 2.
- ▶ ADCB may retain any monies received, recovered or realised under these Terms and Conditions or under any other Security or guarantee as ADCB sees fit without any intermediate obligation on the part of ADCB to apply the same or any part thereof in or towards the discharge of the sums due and owing to ADCB.
- ▶ So long as any amount owed to ADCB remains unpaid by you, ADCB will be entitled to suspend, terminate or cancel any of the ADCB Offerings provided to you.
- ▶ ADCB will be entitled to notify a credit reference agency of your default. This may negatively affect your credit-worthiness with ADCB and other banks in the future.

- ▶ ADCB may also take other enforcement actions against you and you may be contacted by ADCB or third party debt collection agencies engaged by ADCB to act on its behalf for debt collection purposes.
- ▶ If you do not have sufficient funds in your Account to pay any Charges, ADCB shall have the right to debit your Account with such Charges and you shall be liable to repay any overdrawn amount to ADCB.

11. Foreign Currency Transactions

11.1 Can you make or receive payments to your Account in a different currency other than the currency of the Account?

- ▶ If ADCB receives a payment to your Account in a currency different to the currency of the Account, such amount will be converted into the currency of the Account.
- ▶ If you make a payment in a currency different to the currency of the Account, you can request ADCB to convert the amount before it is sent from your Account.
- ▶ Conversion from one currency to another will be at the Exchange Rate applicable on the date of the transaction and subject to the relevant currency being available to effect the conversion.
- ▶ If a Funds Transfer is between two different currencies and the Funds Transfer request is received after ADCB's cut-off time for conversion into the currency into which the transfer is being made, then ADCB may, in its sole discretion, debit the Funds Transfer amount on the next Business Day at the Exchange Rate applied on that next Business Day.
- ▶ When receiving funds into your Account:
 - (A) there may be a difference between the Exchange Rate which applies when a currency is sent and that which applies when the currency is received by ADCB, even within the same day; and
 - (B) payments in relation to currencies whose currency centres are closed will be processed on the next business day of the relevant currency centre and no interest will accrue on the expected payment during such delay.
- ▶ If you wish to request an alternative or fixed exchange rate from ADCB, you must give ADCB sufficient notice in advance of the transaction, and such rate shall be offered at ADCB's sole discretion.

11.2 What happens if a Card Transaction is in a currency other than in the currency of your Account?

- ▶ A Card Transaction in a currency other than the currency of your Account will be converted into your Account currency at the wholesale foreign exchange market rate that is selected and applied by the Card Scheme Provider on the date of conversion. All foreign currency transactions will be subject to a processing fee, and you will reimburse ADCB for all costs or expenses it incurs as a result of such transactions. This processing fee is charged in addition to any standard processing fee charged by the Card Scheme Provider.
- ▶ You are solely responsible for, and neither ADCB nor its Affiliates will be responsible for, any Liability arising from circumstances outside of ADCB's control (including, without limitation, those arising from any international, domestic, legal or regulatory restrictions and

possible exchange rate fluctuations) associated with transactions involving any currencies other than INR.

12. Delegation of Authority to Operate an Account

12.1 Can you delegate operation of your Account to someone else?

- ▶ You may delegate operation of your Account to one or more power of attorney holder(s) (each a “PoA Holder”) by:
 - (A) providing ADCB with a power of attorney granted to such PoA Holder(s) in a form acceptable to ADCB; and
 - (B) completing any Form prescribed by ADCB for that purpose from time to time.
- ▶ Your PoA Holder must provide ADCB with any information that it requests for identification and verification purposes including a specimen signature.
- ▶ Your ability to delegate operation of your Account will be subject to the acceptance by your PoA Holder to be bound by these Terms and Conditions through completion of the prescribed delegation Form or any other means prescribed by ADCB from time to time.
- ▶ If you decide to revoke or change the delegation of authority, you must promptly notify ADCB. You (and any PoA Holder) will indemnify and hold harmless ADCB and its Affiliates from any Liability arising out of or in connection with your delegation of authority, including for any unauthorised transactions on your Account if you fail to give adequate notice that a delegation of authority has been revoked, changed or used inappropriately. Revoking or changing the delegation of authority may also affect other ADCB Offerings that ADCB provides to you and in such event, ADCB may contact you to notify you of any such changes.
- ▶ If you change your specimen signature (or that of any PoA Holder), you shall be responsible for replacing, removing, or destroying all instructions, mandates, cheques, and any other relevant documents bearing your signature (or that of the relevant PoA Holder). ADCB shall not be responsible for, and you (and the relevant PoA Holder) will indemnify and hold harmless ADCB and its Affiliates from and against, any Liability arising out of or in connection with ADCB accepting, effecting, or clearing any such instructions, mandates, cheques and/or other relevant documents, which ADCB receives after the change of signature.

13. Joint Accounts

13.1 What happens if you open an Account with someone else?

- ▶ When completing a Form to open an Account, you can choose whether that particular Account is single or joint. You will be able to select whether ADCB should accept instructions from the Joint Account Holders on:
 - (A) an “or” basis, meaning that ADCB will accept instructions on the Joint Account issued by any individual Joint Account Holder acting on their own;
 - (B) an “and” basis, meaning that ADCB will accept instructions on the Joint Account only where such instructions are given by all of the Joint Account Holders; or

- (C) an “and/or” basis, meaning that, in the case of a Joint Account with more than three Joint Account Holders, ADCB will accept instructions on the Joint Account given by any two of them acting jointly on behalf of the others.

In the relevant Form, you must also designate one of the Joint Account Holders as the Primary Account Holder.

- ▶ If you choose that instructions are given by the Joint Account Holders on an “and” or an “and/or” basis, ADCB will not issue any Joint Account Holder with a Debit Card. Certain other ADCB Offerings, as prescribed by ADCB from time to time, may also be unavailable.
- ▶ If you choose that instructions are given on an “or” basis, each Joint Account Holder hereby authorises the other Joint Account Holder(s) to make deposits, payment instructions, stop payment instructions and all other instructions for one or all of the Joint Account Holders in relation to your Joint Account.
- ▶ If you wish to apply for an Overdraft for your Joint Account, all Joint Account Holders must do so collectively, regardless of whether your Joint Account is subject to an “or” or an “and/or” instruction.
- ▶ In the event of the death or legal disability of a Joint Account Holder, the other Joint Account Holder(s) must notify ADCB promptly (but in any event not later than 10 days after such death or disability). The operation of the relevant Joint Account will then be temporarily suspended.
- ▶ Statements of Account in relation to the Joint Account will only be sent to the Primary Account Holder. For further details on Statements of Account, please see Clause 15 of this part.

13.2 What is your liability as a Joint Account Holder?

- ▶ As a Joint Account Holder, you will have Joint and Several Liability for any Liability suffered by ADCB arising from activity on your Account, use of any ADCB Offering or any breach of these Terms and Conditions by you or any other Joint Account Holder.
- ▶ Unless otherwise agreed by the Joint Account Holders, all amounts deposited into the Joint Account will be treated as jointly owned by the Joint Account Holders on an equal basis.

13.3 What happens in the case of disagreement between Joint Account Holders over the use of the Joint Account?

- ▶ Where there is any dispute between the Joint Account Holders, and if the Joint Account is subject to an “or” instruction, ADCB may in its discretion continue to act upon instructions given by any Joint Account Holder acting individually as and when they are received by ADCB, unless instructed otherwise by all of the Joint Account Holder(s) or by a court order.
- ▶ If ADCB becomes aware of a dispute between Joint Account Holders or receives conflicting instructions from you and the other Joint Account Holder(s), ADCB may, in its sole discretion, temporarily suspend or block the operation of your Account in accordance with Clause 16.1 of this part and request a fresh mandate from all the Joint Account Holders before giving effect to any such instructions.
- ▶ You will indemnify and hold harmless ADCB and its Affiliates from any Liability for any transaction or the use of any ADCB Offering in relation to your Joint Account carried out by any Joint Account Holder, even if disputed by any of the other Joint Account Holders.

13.4 Are there any special requirements for closing a Joint Account?

- ▶ If you wish to close your Joint Account, you must provide ADCB with confirmation, in a form satisfactory to ADCB, from all of the Joint Account Holders of their wish to close the Joint Account. For further details please see Clauses 16.3 to 16.6 of this part.

14. Accounts for minors

14.1 What Accounts can be opened for minors?

- ▶ ADCB may from time to time and in its sole discretion permit certain Accounts to be opened for minors by a Guardian. Any Accounts that ADCB has not designated to be available to minors may not be opened on their behalf.

14.2 What are the special terms which apply to an Account opened for the benefit of a minor?

- ▶ A Guardian may operate an Account for the benefit of a minor as set out below and the Guardian will accept these Terms and Conditions in the Guardian's own name and on behalf of, and in the name of, the minor. In this regard:
 - (A) the Guardian will provide ADCB with details of their Address and any other requested information and promptly update ADCB whenever there is any change in such details or information;
 - (B) the Guardian will promptly advise ADCB if there is any change in the guardianship;
 - (C) the Guardian will indemnify and hold harmless ADCB and its Affiliates from any Liability incurred in connection with the operation of the Account on behalf of the minor;
 - (D) once the minor attains Majority, the Guardian must cease to operate the Account and must inform and instruct the minor to go to a Branch to complete the relevant Form in order to update the Account Information with the minor's details; and
 - (E) ADCB will have the right to suspend operation of the minor's Account in accordance with Clause 16.1(L) of this part if the minor and the Guardian do not comply with (D) above within one month of the minor attaining Majority.
- ▶ ADCB will follow the guidance set out in Applicable Laws and any court order when operating an Account held for a minor.
- ▶ Notwithstanding Clauses 14.1 and 14.2 of this part, a minor who is 18 years of age and who is self-employed (holding a trade license in his own name) may open a Current Account without a Guardian.

15. Statement of Account

15.1 Will ADCB issue any statements for your Account?

- ▶ Subject to Clause 4.1 of this part, an E-Statement will be sent to your Address at least once a month or more frequently, as prescribed by ADCB in its sole discretion. You may also view your E-Statement by accessing Internet Banking or through the use of such other ADCB Offerings as ADCB may introduce from time to time.

- ▶ Unless you inform ADCB that you wish to receive an E-Statement, you will only receive Paper Statements.
- ▶ ADCB may, in its sole discretion, restrict or terminate your use of the E-Statement service. If this happens, ADCB will notify you and provide you with Paper Statements.

15.2 What do you need to do if you have received an E-Statement but cannot access it?

- ▶ If you are unable to access the E-Statement sent to your Address you should attempt to access it through Internet Banking. If you are also unable to access the E-Statement through Internet Banking, you must notify ADCB within seven days of the receipt of the E-Statement, otherwise you will be deemed to have received and accessed the E-Statement.

15.3 What happens if you do not receive your Statement of Account?

- ▶ ADCB will be deemed to have delivered your Statement of Account to you upon your receipt of it. If you do not receive your Statement of Account, it is your responsibility to request one from ADCB within 30 days from the date on which it would normally have been sent to you.
- ▶ If you do not receive your Statement of Account for reasons outside of ADCB's control, ADCB will not be held responsible for any consequences whatsoever arising therefrom.
- ▶ You will continue to be liable to ADCB with regard to your contractual obligations irrespective of the receipt or non-receipt of your Statement of Account.

15.4 What do you need to do if you have received a Statement of Account but you do not think the information on the statement is correct?

- ▶ If you disagree with any entry appearing in the Statement of Account, details should be communicated to ADCB within 30 days from the date of the Statement of Account, failing which you will be deemed to have agreed to the correctness of all the entries in the Statement of Account and you will not have the right to dispute any entry.
- ▶ If ADCB agrees that there has been an error, ADCB will take steps to correct it. ADCB may require you to provide further information or documents in order to conduct an investigation.

16. Suspension, freezing, blocking, putting on hold and closure of an Account, termination rights and other remedies

Suspension, Freezing, Blocking or Putting on hold

16.1 Under what circumstances can ADCB suspend, freeze, block or put a hold on your Account?

- ▶ While ADCB will reasonably endeavour to give you prior notice before doing so (unless prohibited from giving such notice under Applicable Laws), ADCB may at any time and in its sole discretion suspend or freeze your Account, block your transactions and/or put a hold on your Account and/or transactions under the following circumstances:
 - (A) if your Account is in debit or you have exceeded the Spending Limit and in such case you will be obliged to pay ADCB the amount of any debit balance with interest and other applicable Charges;

- (B) if ADCB receives written confirmation or other evidence to its satisfaction of:
 - (1) your or any Joint Account Holder's death or disability until the relevant court appoints the legal successor;
 - (2) if so appointed, your PoA Holder's death or legal disability; or
 - (3) in the case of a minor, the Guardian's death or legal disability;
- (C) if ADCB receives an order from a court or other regulatory authority to suspend, freeze, block or put a hold on your Account;
- (D) if ADCB believes that funds in your Account have been obtained through unlawful means or that your Account is being used to effect suspicious transactions. In such a case, ADCB may require you to provide any necessary documentation to verify the legality of the transactions in question;
- (E) if your salary transfers (if applicable) to ADCB cease or ADCB believes that you are likely to lose your primary source of income, and you have existing obligations to make monthly payments to ADCB;
- (F) if you have obligations to make monthly payments to ADCB out of your salary and you receive any advance salary payments into your Account, in which case ADCB shall have the right to put a hold on the advance payments corresponding to the monthly payments that they are intended to cover;
- (G) if you do not, upon request, provide ADCB with any information or documentation relating to you and/or your Account that ADCB is required to maintain in accordance with Applicable Laws and/or ADCB's own policies or is otherwise requested by ADCB;
- (H) if your Account is in the process of being closed;
- (I) in the case of a Joint Account, if the Joint Account Holders are in dispute and ADCB exercises its right under Clause 13.3 of this part;
- (J) if you (or your PoA Holder) default on any of your obligations under the terms of any ADCB Offering;
- (K) if, in the case of an Account held by a Guardian on behalf of a minor, the Guardian and minor fail to comply with their obligations under Clause 14.2(D) of this part; and/or
- (L) if there are any other valid reasons why ADCB believes it is necessary to do so.

▶ Neither ADCB nor its Affiliates shall be responsible for any Liability arising out of any of your Accounts or transactions (as applicable) being suspended, frozen, blocked or put on hold.

▶ You will indemnify and hold harmless ADCB and its Affiliates against any Liability arising out of any of your Accounts or transactions (as applicable) being suspended, frozen, blocked or put on hold.

16.2 Can ADCB suspend any services that it provides to you?

- ▶ If your Account is suspended, frozen, blocked or put on hold in accordance with Clause 16.1 of this part, ADCB may also, in its sole discretion, suspend your access to any ADCB Offering. While ADCB will reasonably endeavour to notify you before suspending your access to an ADCB Offering, it will have the right to do so without notifying you in advance.

Closure

16.3 How can you close your Account?

- ▶ You may close your Account if you make a request using the relevant Form.
- ▶ There may be additional steps that you have to take in order to close your Account, as may be prescribed by ADCB from time to time, including:
 - (A) confirming that no cheque(s) issued by you will be presented on ADCB after the date of closure or providing ADCB with a list of cheques yet to be presented on ADCB;
 - (B) surrendering the Safe Deposit Locker (if applicable);
 - (C) returning to ADCB all unused cheques and unexpired Cards for cancellation; and/or
 - (D) repaying anything owed to ADCB on your Account before your Account is closed.

16.4 Do you need to pay any Charges when your Account is closed?

- ▶ If your Account is closed within a year of its opening, there may be an applicable Charge.

16.5 Can ADCB close your Account?

- ▶ ADCB may close your Account in certain circumstances, including:
 - (A) if your Account carries a balance of less than the Minimum Balance with no activity for such period as may be prescribed under the Applicable Laws from time to time;
 - (B) if your Account is deactivated pursuant to Clause 16.7 of this part and remains deactivated for such period as may be prescribed by ADCB from time to time;
 - (C) if ADCB receives an order from a court or regulatory authority requiring it to do so;
 - (D) if ADCB believes, acting reasonably, that you have acted fraudulently or dishonestly;
 - (E) if you are convicted of a crime;
 - (F) if you are in breach of these Terms and Conditions or any other agreement with ADCB;
 - (G) if you do not, upon request, provide ADCB with any information or documentation relating to you and/or your Account that it is required to maintain in accordance with Applicable Laws and/or ADCB's own policies or is otherwise requested by ADCB;
 - (H) if you provide ADCB with incorrect information;

- (I) where ADCB considers it necessary to do so, for the prevention of money laundering;
- (J) for prevention of fraud;
- (K) where ADCB has suspended, frozen, blocked or put a hold on your Account pursuant to Clause 16.1 of this part; and/or
- (L) if there are any other valid reasons why ADCB believes it is necessary to do so.

- ▶ While ADCB will reasonably endeavour to notify you before closing your Account, it will have the right to do so without notifying you in advance.
- ▶ Neither ADCB nor its Affiliates shall be responsible for any Liability arising out of the closure of your Account.
- ▶ You will indemnify and hold harmless ADCB and its Affiliates against any Liability arising out of the closure of your Account.

16.6 What must you do before your Account is closed?

- ▶ Before your Account is closed:
 - (A) you must replace any cheques that you have provided to third party payees with valid alternative forms of payment;
 - (B) if ADCB makes any payments pursuant to cheque payments, Card Transactions or any other payments authorised by you, you must immediately upon demand, reimburse such amounts to ADCB, including any Charges relating to such payments;
 - (C) you must cancel any payments into and out of your Account. If someone tries to make a payment into your Account after it has been closed, ADCB will take reasonable steps to return the payment to them; and
 - (D) you must comply with any instructions notified to you by ADCB for closure of other Accounts and ADCB Offerings.
- ▶ Once all of your obligations towards ADCB have been satisfied in full, ADCB will pay any remaining balance in your Account to you, after deducting any applicable Charges. You must inform ADCB of how you wish the remaining balance to be paid to you. This can be paid to you:
 - (A) in cash;
 - (B) by way of a cashier's order/draft sent to your Address;
 - (C) by transfer to another active Account that you hold with ADCB; or
 - (D) by transfer to another active account in your sole name at another bank, provided such transfer would not be in breach of Applicable Laws or ADCB Policies.

If ADCB is unable to contact you and/or you do not otherwise inform ADCB of the payment method by which you wish to receive the remaining balance of your Account, ADCB will have the right to select one in its sole discretion. You acknowledge and agree that until the remaining balance of your Account is paid to you, ADCB will have the right to deal with

such amount in any way permitted under Applicable Laws and these Terms and Conditions.

Dormant Accounts

16.7 Can your Account be treated as dormant?

- ▶ ADCB may de-activate your Account and take such appropriate action as deemed necessary to safeguard the funds held in it if:
 - (A) you have not initiated any transactions through your Account for a period of 2 years; or
 - (B) ADCB is not aware of your most up-to-date Address.
- ▶ If you wish to re-activate your Account, you must contact ADCB and follow the procedures as laid down by the RBI and/or ADCB (i.e. request for re-activation and carry out the KYC procedure) to re-activate the Account.
- ▶ While your Account is dormant, ADCB will have the right to deal with any amounts contained in your Account in any way permitted under Applicable Laws and these Terms and Conditions.

Termination rights and other remedies

16.8 When can ADCB terminate its relationship with you?

- ▶ In addition to any other termination rights that ADCB may have under these Terms and Conditions, ADCB will have the right to terminate its relationship with you if you breach any of your obligations in respect of any ADCB Offering, these Terms and Conditions and/or any ADCB Policies. Neither ADCB nor its Affiliates shall be responsible for any Liability arising out of the termination of its relationship with you, and you will indemnify and hold harmless ADCB from any Liability arising out of such termination.

16.9 What rights does ADCB have when terminating an ADCB Offering or if you breach any of these Terms and Conditions?

- ▶ In the event of termination of any ADCB Offering or breach by you of these Terms and Conditions, ADCB will, subject to Applicable Laws, have the right to exercise any of its termination and/or enforcement rights and to seek all remedies available to it under these Terms and Conditions.

17. General Card Terms

This Clause applies to any Cards that you hold and must be read together with the other applicable parts of these Terms and Conditions that apply to the specific type of Card.

17.1 Whose property is the Card?

- ▶ Your Card is, and will at all times remain, the property of ADCB and must be surrendered to ADCB immediately upon request by ADCB or its duly authorised agent.

17.2 Can you have more than one Card for your Card Account?

- ▶ You may request a Supplementary Card to be issued to a party nominated by you and approved by ADCB. ADCB may from time to time place limits on the number of

Supplementary Cards that you can request. There may also be a Charge for any Supplementary Cards issued, as set out in the Schedule of Fees. These Terms and Conditions will also apply to a Supplementary Cardholder.

- ▶ As a condition to issuing a Supplementary Card, ADCB may also require the Supplementary Cardholder to complete a Form or to provide any further information requested by ADCB. Where the completion of a Form by the Supplementary Cardholder is not required by ADCB, you, as Primary Cardholder, confirm that the Supplementary Cardholder has been notified of and consented to the disclosure of his/her information to ADCB.
- ▶ The Supplementary Cardholder's use of the Supplementary Card will constitute binding and conclusive evidence of his/her confirmation to be bound by these Terms and Conditions.
- ▶ You will indemnify and hold harmless ADCB and its Affiliates from any Liability arising out of the use of your Card by any Supplementary Cardholder, including for any breach of these Terms and Conditions. It is your responsibility to ensure that each Supplementary Cardholder complies with these Terms and Conditions.
- ▶ ADCB will not send a Statement of Account to any Supplementary Cardholder. Card Transactions effected by a Supplementary Cardholder will be reflected in the Statement of Account that is sent to the Primary Cardholder.
- ▶ All Bank Communications sent to the Primary Cardholder or any Supplementary Cardholder will be deemed to be sent to both. You agree that ADCB may provide information about the relevant Card Account to the Supplementary Cardholder. Neither ADCB nor its Affiliates shall be responsible for any Liability arising out of a Bank Communication intended for the Primary Cardholder being sent to the Supplementary Cardholder.
- ▶ Unless you instruct ADCB otherwise, upon expiry of a Supplementary Card, ADCB will provide a renewed Supplementary Card which will be sent to your Address (as the Primary Cardholder), or which, upon your request, can be collected by you (as the Primary Cardholder) from an agreed Branch.
- ▶ ADCB may, at any time, cancel or restrict the use (including amending the Card Limit) of any Supplementary Card and demand its return. While ADCB will reasonably endeavour to notify you before exercising this right, it will have the right to do so without notifying you in advance.
- ▶ In the event of the Primary Cardholder's death, bankruptcy, insolvency or loss of mental capacity, all Supplementary Cardholders must immediately cease to use their Supplementary Cards and return them to ADCB.
- ▶ If there is ever any dispute between you and any Supplementary Cardholder, your obligations to ADCB will not in any way be affected by such dispute. ADCB will continue to share information about the Card, the Card Account and the Supplementary Card with you and any Supplementary Cardholder until ADCB receives notice from the Primary Cardholder requesting the cancellation of their Supplementary Card.

17.3 How do you use your Card?

- ▶ Upon receipt of your Card, you must immediately follow any instructions provided by ADCB with regard to the activation and use of your Card. For example these may involve setting

up a PIN for use at any Self Service Terminal that will accept your Card. You will not be able to use your Card until you complete the required procedures.

- ▶ Any Supplementary Card must be activated by the Primary Cardholder.
- ▶ A Card has a Chip feature in addition to a magnetic strip. The Chip may be accepted by certain Terminals and where a Terminal does not accept the Chip, you may be able to effect Card Transactions by using the magnetic strip or Contactless Technology feature instead.
- ▶ In order to effect a Card Transaction and depending on the particulars of the transaction, you may be required to do any one or more of the following:
 - (A) enter a PIN or an OTP when prompted;
 - (B) physically sign for a Card Transaction;
 - (C) use a Contactless Technology feature; and/or
 - (D) any other actions required by ADCB from time to time.
- ▶ With regard to transactions that require an OTP, ADCB will send the OTP to your registered mobile number and email address (as shown in the Records). If a Supplementary Card is used for a transaction that requires an OTP, ADCB will send the OTP to the registered mobile number and email address of the Supplementary Cardholder (as shown in the Records). As Primary Cardholder, you must ensure that your contact details (and those of any Supplementary Cardholder) are always up to date with ADCB.
- ▶ Any Card Transaction made after the Cut-off Time is treated as a next Business Day value transaction. ADCB may, from time to time, set or change the Cut-off Time, in its sole discretion and without notice or responsibility for any Liability on its part.
- ▶ As part of its authorisation and fraud prevention procedures, ADCB may also refer an authorisation request back to the Merchant and request further details or identification from you or the Cardholder. ADCB may in its sole discretion contact you (including on a recorded line) to verify a Card Transaction.
- ▶ Repeated failure to input the correct PIN or OTP may result in your Card becoming blocked or in the imposition of other restrictions on its use, as prescribed by ADCB from time to time.
- ▶ ADCB reserves the right in its sole discretion to replace or cancel your Card or to add, replace, reset or cancel your PIN or OTP or any other security or authentication features with respect to your Card.

17.4 Can you use your Card at Self Service Terminals?

- ▶ You may use your Card on ADCB's Self Service Terminals as well as on any other Self Service Terminals permitted by ADCB from time to time.
- ▶ Certain services are only available when you use your Card at ADCB's Self Service Terminals.

17.5 How can you use your Card's Contactless Technology feature?

- ▶ Your Card may have a Contactless Technology feature. Subject to certain restrictions and limits, this allows you to enter into Card Transactions, with selected Merchants, without the requirement to enter your PIN, OTP or to sign, except where required for security reasons.
- ▶ Card Transactions effected via a Contactless Technology feature will be subject to any applicable maximum value per transaction (currently INR 2000), any maximum number of transactions per day and any maximum cumulative value of transactions per day. These limits are subject to change by ADCB (in its sole discretion) and may also vary from Merchant to Merchant and from country to country, and may also vary depending on the type/category of Card.
- ▶ Such limits may not be within ADCB's control, and neither ADCB nor its Affiliates shall be responsible for any Liability arising out of such limits (or changes thereto) or the inability to effect a Card Transaction via the Contactless Technology feature due to such limits (or changes thereto).
- ▶ Please refer to the Website, or otherwise contact ADCB, for further information on these limits and restrictions.
- ▶ If a Card Transaction would lead you to exceed any of the limits referred to above, you may be required to enter your PIN, or sign, in order to effect the Card Transaction.

17.6 What can ADCB use as evidence of your Card Transactions?

- ▶ ADCB may treat the following as evidence of a properly effected Card Transaction:
 - (A) any transaction record, credit voucher, cash disbursement slip or other charge record;
 - (B) the Records of your Card Transactions including, but not limited to, any Records in any medium related to transactions effected via the internet, Electronic Banking or a Self Service Terminal; and/or
 - (C) any other evidence which ADCB, in its sole discretion, is willing to accept from time to time including, but not limited to, records of a Merchant.

17.7 Are there any spending or withdrawal limits?

- ▶ Your Card may be used for Card Transactions:
 - (A) up to the Card Limit; and
 - (B) within the validity period of the Card.

You must ensure that you do not exceed the Card Limit of your Card Account. You must also not allow any Card Charges to cause you to exceed the Card Limit. See Clause 10.5 of part 2 for the implications of exceeding the Card Limit of your Card Account.

- ▶ If any Card Transaction would lead you to exceed the Card Limit of your Card Account, ADCB reserves the right, in its sole discretion, to decline that Card Transaction.
- ▶ If you wish to make withdrawals from your Card Account by way of a Cash Withdrawal, such withdrawals (whether in INR or a foreign currency) will be subject to any applicable limits on the size of the withdrawals (whether on an individual withdrawal basis or on a

daily basis) as well as the number of withdrawals per day, as permitted by ADCB from time to time in its sole discretion. If you use your Card to make withdrawals at any ATM (whether in India or abroad), each withdrawal will be subject to the applicable individual and/or daily withdrawal limit of such ATM and any individual and/or daily withdrawal limits that ADCB may have specified for your Card Account.

- ▶ The limits on withdrawals are subject to change by ADCB (in its sole discretion) and may also vary between ADCB ATMs and non-ADCB ATMs and from country to country, and may also vary depending on the type/category of Card. Such limits may not be within ADCB's control, and neither ADCB nor its Affiliates shall be responsible for any Liability arising out of such limits (or changes thereto) or the inability to effect a withdrawal from your Card Account due to such limits (or changes thereto).
- ▶ Please refer to the Website, or otherwise contact ADCB, for further information on these limits.

17.8 Can ADCB decline your Card Transaction?

- ▶ Even if your Card Limit has not been reached, ADCB will be entitled, at any time, without giving notice or reason and without responsibility for any Liability on its part, to withdraw and/or restrict your right to use your Card or to decline any Card Transaction. Without restricting ADCB's general right to vary these Terms and Conditions under Clause 5 of this part, this may occur in any of the following circumstances:

- (A) the Card Transaction would cause a breach of these Terms and Conditions;
- (B) any information that you have given to ADCB is suspected or turns out to be untrue or incorrect;
- (C) you do not provide ADCB with any information that it requests from time to time under these Terms and Conditions;
- (D) any of your Accounts or transactions (as applicable) are suspended, frozen, blocked or put on hold in accordance with Clause 16.1 of this part;
- (E) ADCB believes that there is a risk that you may not be able to meet your obligations to it (such as but not limited to bankruptcy or similar proceedings being commenced against you);
- (F) ADCB has reasonable grounds to suspect that you or any third party has committed or is about to commit a crime or other violation of any Applicable Laws in connection with the use of your Card and/or Card Account;
- (G) ADCB suspects fraud or misuse of your Card (you may be asked for further information, including verification of your identity, when we are asked to authorise a transaction);
- (H) ADCB receives adverse information about your credit-worthiness from a credit reference agency;
- (I) you do not use your PIN when you use your Card at a Terminal which requires you to use a PIN;
- (J) the Card Transaction would cause you to exceed your Card Limit;
- (K) you have not provided ADCB with any requested documents or information; and/or

(L) for any other valid reason.

17.9 Are there any charges for using your Card?

- ▶ Card Charges will apply to your use of a Card from time to time. ADCB is authorised to debit Card Charges from your Debit Card Account.

17.10 What are the matters for which ADCB is not responsible?

- ▶ In addition to any other exclusion of its Liability under these Terms and Conditions, to the fullest extent permitted under Applicable Laws, neither ADCB nor its Affiliates will be responsible for any Liability arising out of:

- (A) any Unforeseen Circumstances, including any malfunction or failure of your Card or any Terminal (including the facilities provided by it);
- (B) any Card Transactions whether or not they are:
 - (1) effected via the internet,
 - (2) effected with your PIN, OTP, knowledge or express or implied authority, or
 - (3) the result of a fraudulent act (unless the fraudulent act was by ADCB);
- (C) ADCB, a Merchant, any other bank, financial institution, Card Scheme Provider or any Terminal or other party refusing to:
 - (1) allow a Card Transaction,
 - (2) accept your Card, its number, OTP or PIN, or
 - (3) provide Cash Withdrawals up to the Card Limit or otherwise;
- (D) any failure by ADCB to perform any of its obligations under these Terms and Conditions, if such proper performance would result in ADCB being in breach of any Applicable Laws or ADCB Policies;
- (E) with respect to goods or services acquired with a Card, any:
 - (1) defect or deficiency in such goods or services,
 - (2) breach, shortcoming or non-performance by a third party, or
 - (3) loss or injury including by reason of any mechanical or other malfunction of any such goods or services;
- (F) the malfunction of any Terminal or disruption of communication systems, bank or other domestic/international payment networks;
- (G) any misstatement, misrepresentation, error or omission in any details disclosed by ADCB arising out of circumstances outside of ADCB's control; or
- (H) any damage to your credit rating and reputation relating to the decline of any Card Transaction or the repossession of your Card, including any request for its return or the refusal of any third party to honour or accept your Card.

- ▶ You will indemnify and hold harmless ADCB and its Affiliates against any Liability arising out of:
 - (A) any breach by you of these Terms and Conditions or the enforcement of ADCB's rights (including attorneys' fees and other expenses) hereunder;
 - (B) ADCB acting in good faith upon your instructions;
 - (C) any dispute between you and any third party in connection with a Card Transaction;
 - (D) your failure to observe the security measures under these Terms and Conditions, or as otherwise instructed to you by ADCB from time to time;
 - (E) the exercise by ADCB of its right to demand and procure surrender of your Card prior to the expiry date printed on its face, whether such demand or surrender is made and/or procured by ADCB or any other party; and/or
 - (F) your negligence, wilful misconduct or fraud.

All such costs and expenses may be debited from or charged to (as the case may be) your Card Account and will be payable by you. For the avoidance of doubt, your obligations to indemnify ADCB and its Affiliates will continue even after you cease to hold a Card.

- ▶ Your obligations to ADCB will not be affected by any dispute, counterclaim or right of set-off between you and any Merchant, bank, financial institution or any other party.

17.11 Can you let anyone else use your Card?

- ▶ You must not allow your Card, PIN and OTP to be used by any other party and you must at all times ensure that your PIN and OTP are not disclosed to any other party and that your Card is kept in a safe and secure place.

17.12 What happens if your Card is lost, stolen or damaged or if somebody else finds out your PIN or OTP?

- ▶ If your Card is lost, stolen or damaged, or if the PIN or OTP are disclosed to or discovered by any other party, you must immediately notify ADCB of the incident by contacting ADCB. If necessary under the laws of the country in which such incident occurred, you will also need to report the incident to the police in that country.
- ▶ If you recover the lost or stolen Card, you must immediately destroy it.
- ▶ Neither you nor any Supplementary Cardholder may use the PIN or OTP after their disclosure to or discovery by any other party.
- ▶ ADCB may in its sole discretion, and subject to your payment of any relevant Charges, issue a replacement for any lost, stolen or damaged Card or for a new PIN or OTP. The replacement Card may have a new expiry date and/or card number.

17.13 What if there is unauthorised use of your Card by a third party?

- ▶ You must immediately notify ADCB if you become aware of any unauthorised use of your Card by a third party.

- ▶ If ADCB decides in its sole discretion to investigate any alleged unauthorised Card Transactions, you must cooperate with ADCB and the police to investigate the incident and, if applicable, to recover any lost or stolen Cards.
- ▶ ADCB will only be responsible for a Card Transaction due to the unauthorised use of your Card after you have reported the loss or theft of your Card or the unauthorised Card Transaction to ADCB in accordance with Clause 6.2 of this part and provided that you have taken the required security measures under Clause 6.1 of this part.
- ▶ Where, following an investigation, ADCB determines in its sole discretion that there has been an unauthorised Card Transaction, ADCB will reverse the unauthorised Card Transaction.
- ▶ If ADCB later becomes aware of evidence that shows that ADCB was not responsible for the Card Transaction or that the Card Transaction was not unauthorised, ADCB retains the right to charge-back, as from the date when the Card Transaction was effected, the Card Transaction amount along with any Charges, foreign currency conversion costs, losses and any additional fees and expenses incurred by ADCB in investigating the Card Transaction (including, if applicable, any interest that would accrue if the Card Transaction resulted in your Account becoming overdrawn).
- ▶ If you notify ADCB of a Card Transaction as “unauthorised” and it is later determined to be valid, you may be liable to pay an administrative Charge.

17.14 What happens if you have a dispute with a third party in relation to a Card Transaction?

- ▶ If there is any dispute between you and any third party in relation to a Card Transaction, your obligations to ADCB will not in any way be affected by such dispute or by any opposing claim or right of set off that you may have against such party.

17.15 Can you revoke or cancel a Card Transaction?

- ▶ You cannot revoke a Cash Withdrawal after you have confirmed the withdrawal on the relevant Self Service Terminal.
- ▶ If you wish to cancel a Card Transaction after entering your PIN, OTP, signing or otherwise confirming it, you will need to contact the relevant Merchant.
- ▶ If you wish to cancel a recurring Card Transaction (such as a monthly payment) set up with a third party payee, you must notify the third party payee directly. If you wish to cancel a recurring Card Transaction (such as a monthly payment) set up with ADCB, you must notify ADCB.

17.16 Will you receive a Statement of Account?

- ▶ You, as Primary Cardholder, will receive a Statement of Account in accordance with Clause 15 of this part.
- ▶ If you have any reason to dispute a Card Transaction, you must notify ADCB within 30 days from the date of your Statement of Account in accordance with Clause 15.4 of this part.

17.17 Can ADCB suspend your Card?

- ▶ ADCB may at any time, in its sole discretion, withdraw, restrict or suspend your right to use your Card (including any Supplementary Card) or impose limits on all or some categories of Card Transactions, notwithstanding, amongst other things, that you have not exceeded the Card Limit of your Card Account. While ADCB will reasonably endeavour to notify you before exercising this right, where permitted by Applicable Laws, it will have the right to do so without notifying you in advance.
- ▶ Your use of your Card may also be suspended immediately upon the suspension of your Account(s) (as set out in Clause 16.1 of this part).

17.18 Can your Card be cancelled?

- ▶ While ADCB will reasonably endeavour to give you prior notice before cancelling your Card, where permitted by Applicable Laws, ADCB may cancel your Card without prior notice (by recall, termination or non-renewal):
 - (A) at any time in ADCB's sole discretion;
 - (B) if ADCB suspects Card fraud or theft;
 - (C) upon your death, loss of mental capacity, bankruptcy or insolvency;
 - (D) if ADCB reasonably believes that you have left India to take up residence elsewhere;
 - (E) if ADCB is unable to reach you at your Address, despite having made reasonable attempts to do so;
 - (F) your employment is terminated for any reason;
 - (G) you breach any of your obligations under these Terms and Conditions;
 - (H) any information provided by you to ADCB is incorrect;
 - (I) any undertaking provided by you under these Terms and Conditions is invalid or breached;
 - (J) ADCB determines that there are grounds which could lead to your inability (or those of your guarantor, if applicable) to fulfil your obligations to ADCB;
 - (K) upon closure of your Card Account; or
 - (L) if you fail to pay any sums to ADCB when due.
- ▶ Upon cancellation of your Card you must destroy it and immediately cease to use it. All Supplementary Cards issued in relation to your Card will also be cancelled and must be destroyed. Any applicable Charges will be immediately due and payable to ADCB.
- ▶ Any annual fee which was paid by you before cancellation of your Card will not be refunded.
- ▶ Cancellation of your Card will not affect your obligations towards ADCB. You will remain liable for any Card Transactions that ADCB considers to have been initiated by you, a Joint Account Holder, your Guardian, your PoA Holder or a Supplementary Card Holder and you will remain bound by these Terms and Conditions after cancellation of your Card.

- ▶ You or (if applicable) your Guardian, estate, administrator or executor will be responsible for repaying in full any outstanding liabilities on your Card Account and will keep ADCB indemnified for all costs (including legal fees and Card Charges) incurred in recovering such outstanding balances.

17.19 Can you cancel your Card?

- ▶ You may cancel your Card at any time by notifying or calling ADCB.
- ▶ You may (as Primary Cardholder), at any time, request ADCB to cancel a Supplementary Card. The cancellation of a Supplementary Card, for whatever reason, will not cancel your Card.

17.20 Can you use your Card abroad?

- ▶ You can use your Card abroad at designated Merchants and Terminals, however there may be local restrictions in some countries which may affect your use of your Card.
- ▶ All Card Transactions effected abroad or in a foreign currency constitute a payment at a branch and a remittance to the country where the withdrawal or transaction is carried out (at the then applicable exchange rate as determined by the Card Scheme Provider).
- ▶ Use of your Card abroad will not in any way (i) cause your Card Account to be treated as or deemed to be an account domiciled in any other country in which ADCB has a presence or (ii) cause or give rise to any Liability to any other Affiliate of ADCB located in such other country.
- ▶ Your right to use your Card is subject to Applicable Laws (including, without limitation, any exchange controls) and in particular those of India and the country in which the Card is used and of the Merchant, bank or financial institution that owns the relevant Terminal.
- ▶ Please refer to Clause 11 of this part for further terms relating to foreign currency transactions.

17.21 What do you need to do if you want to leave India to live abroad?

- ▶ If you leave India to take up residence elsewhere, your Card (including all Supplementary Cards) must be returned to ADCB for cancellation in accordance with Clause 17.18 of this part at least 14 days prior to your departure from India.

18. Additional Products and Services

18.1 Can ADCB introduce Additional Products and Services?

- ▶ ADCB is able to provide a number of Additional Products and Services and may introduce to you such products and services from time to time in its discretion. Such Additional Products and Services may be governed by specific terms and conditions separate from these Terms and Conditions (for example, ADCB's "Investment Services Terms and Conditions").
- ▶ In relation to any Bancassurance, unless expressly agreed and specified by ADCB:
 - (A) ADCB does not offer insurance advice, nor does it manage, underwrite or issue insurance policies; and

- (B) where ADCB offers insurance policies, these are underwritten by the respective insurance providers.

▶ In relation to any Investment Products, ADCB does not warrant the safety of investing in any Investment Products and does not guarantee their performance. Your investment in any Investment Products (including premiums received under any insurance plans) are not deposits with ADCB and are not guaranteed by it. You are solely responsible for obtaining independent legal and investment advice and for reading and understanding these Terms and Conditions and the terms and conditions and risks relating to your investment in any Investment Products. Furthermore, you acknowledge that:

- (A) investing in financial products carries many risks which could lead to loss of the invested amount;
- (B) the value of financial products can fall or rise and there is no certainty in recovering the amount of money originally invested;
- (C) there may be no income generated by the financial products or such income may fluctuate in value; and
- (D) past performance of financial products is no guarantee of future results.

19. Third Party Offerings

19.1 Can ADCB provide Third Party Offerings?

▶ ADCB may refer to you, market or otherwise provide information on Third Party Offerings.

▶ You agree to ADCB marketing Third Party Offerings to you and acknowledge that ADCB may receive a fee from the third party providers in return for ADCB's marketing or sale of the Third Party Offerings on their behalf.

▶ Third Party Offerings may be provided subject to the specific terms and conditions of the third party providers. All Third Party Offerings will be accepted by you "as is" at your own risk. ADCB makes no representation and provides no warranty whatsoever, expressed or implied, and neither ADCB nor its Affiliates will be responsible for any Liability whatsoever, in respect of:

- (A) the quality, merchantability, suitability or fitness for any use or purpose of any Third Party Offerings; or
- (B) any offers, representations or commitments made to you by any third party providers.

▶ You agree that the role of ADCB is limited to marketing or making a referral and neither ADCB nor its Affiliates will be responsible for any Liability arising out of your relationship with the third party providers of the Third Party Offerings, including for any negligence, breach of any statutory or other duty, or failure to comply with the terms and conditions of such Third Party Offerings, by the third party provider and/or any other party associated in any way, directly or indirectly, with such Third Party Offerings. You expressly acknowledge that you will only have recourse against the third party providers and you will have no right of set-off or any other recourse against ADCB.

▶ If there is any dispute between you and the third party provider of any Third Party Offering, your obligations to ADCB will not in any way be affected by such dispute or any opposing claim or right of set-off that you may have against such third party provider. You must raise

any claims, complaints and/or disputes in relation to any Third Party Offerings directly with the relevant third party providers.

- ▶ ADCB will not, at any time, be deemed to be the supplier or issuer of any Third Party Offerings. Unless otherwise expressly stated by ADCB, ADCB will not be deemed to be the agent or representative of any third party providing the Third Party Offerings.

20. Assignment

20.1 Can ADCB transfer its rights?

- ▶ ADCB may transfer, assign and/or novate any of its rights (in whole or in part) under any ADCB Offering to any party to a transaction acquiring an interest in, assuming risk in, or in connection with your consumer banking relationship with ADCB. Pursuant to such right, ADCB may include any receivables in respect of your financial obligations to ADCB in any securitised asset portfolios.
- ▶ You agree to sign or enter into any agreement or acknowledgment required by ADCB to give effect to any such transfer, assignment or novation.

20.2 Can you transfer your rights or obligations?

- ▶ You cannot transfer any of your rights and/or obligations under an ADCB Offering to any party without the prior consent of ADCB.

21. Unforeseen Circumstances

21.1 Will ADCB be responsible for any Liability arising out of circumstances outside of its control?

- ▶ Neither ADCB nor its Affiliates will be responsible for any Liability arising out of any Unforeseen Circumstances or any other circumstances reasonably outside of ADCB's control.

22. Further Assurances

22.1 What further assurances might you be required to provide to ADCB?

- ▶ You undertake upon demand by ADCB from time to time, at the your sole cost and expense, to execute and deliver all such documents, deeds and instruments and pay all such costs and perform (or procure the payment and performance of) such things as ADCB may consider necessary or expedient to facilitate or improve on any rights, authorities and discretions intended to be vested in ADCB by or pursuant to these Terms and Conditions (including without limitation the registration of any Security or Vehicle in ADCB's name or in the name of any other third party designated by it).

23. Survival of Terms and Conditions

23.1 What happens when your use of an ADCB Offering is cancelled, expires or is terminated?

- ▶ Unless otherwise expressly agreed by ADCB, the cancellation, expiry or termination of any ADCB Offering will not affect any rights (including any limitations or exclusion of ADCB's Liability) or obligations which have accrued prior to such cancellation or termination, or any of these Terms and Conditions which are intended (whether expressly or implicitly) to survive cancellation, expiry or termination.

24. Intellectual Property

- ▶ Intellectual Property Rights in all information, publications, marketing material, software applications and/or other materials contained in or relating to ADCB Offerings, Electronic Banking and the Website are owned by or licensed to ADCB. All rights are reserved by ADCB or its licensors and no proprietary rights or ownership rights vest in you by reason of any permission or access granted to you to use such ADCB Offerings.
- ▶ You must not reproduce, adapt, reverse engineer, decompile, modify, distribute, display, transmit or otherwise exploit any information, publications, marketing materials, software applications or other materials contained in or relating to ADCB Offerings, Electronic Banking or the Website in whole or in part or permit any other party to do so, or allow access to any other party without the prior permission of ADCB.

25. Third Party Rights

25.1 Who can enforce these Terms and Conditions?

- ▶ Subject to the paragraph below, these Terms and Conditions are made for your and ADCB's benefit only and are not intended to benefit or be enforceable by any third party.
- ▶ The following parties will have the right to enforce any right and/or benefit conferred upon them in these Terms and Conditions:
 - (A) each of ADCB's Affiliates including their successors and assignees; and/or
 - (B) ADCB's successors and assignees.

26. Severability

26.1 What if part of these Terms and Conditions is unenforceable?

- ▶ If any provision of these Terms and Conditions is found to be unenforceable, the remaining provisions of these Terms and Conditions will not be affected.

27. No Waiver

27.1 What if ADCB doesn't exercise a right or remedy against you, or delays doing so?

- ▶ No course of dealing nor any delay or omission in exercising any right or remedy will be construed as a waiver of any right or remedy available to ADCB.

28. Governing Law and Jurisdiction

28.1 Which laws govern the relationship between you and ADCB?

- ▶ These Terms and Conditions and any non-contractual obligations arising out of or in connection with them are governed by Indian laws. of

28.2 What happens if there is a dispute between you and ADCB?

- ▶ If there is a dispute between you and ADCB, you irrevocably agree that the courts of Mumbai, Maharashtra will have (save for the exceptions granted in ADCB's favour below) exclusive jurisdiction over all matters arising out of or in connection with these Terms and Conditions or their subject matter or formation including any question regarding their existence, validity or termination. **For the avoidance of doubt and solely for the benefit**

of ADCB in its sole discretion, you also irrevocably agree to submit to the jurisdiction of the Courts in Mumbai, Maharashtra.

- ▶ The paragraph above is for the benefit of ADCB only. ADCB will not be prevented from bringing proceedings relating to a dispute with you in any jurisdiction outside Mumbai (and for the avoidance of doubt, this will include any jurisdiction in which you may be (or have been) registered, incorporated, resident, domiciled or hold assets). To the extent permitted by Applicable Laws, ADCB may bring, issue, commence or pursue concurrent proceedings in any number of jurisdictions without limitation.
- ▶ For the purpose of this Clause 28.2, you irrevocably agree to submit to the courts of any jurisdiction where ADCB chooses to bring proceedings against you and you waive any objection that you may have on the grounds that they are an inconvenient or inappropriate forum.
- ▶ Irrespective of your place of residence or domicile:
 - (A) you irrevocably agree to accept service of process by any methods selected by ADCB in its sole discretion (to the extent permissible under Applicable Laws) for proceedings in any applicable court or jurisdiction, which methods will include but not be limited to service of process by way of:
 - (1) e-mail, fax or registered mail to your Address;
 - (2) publication in one or more daily newspapers in India or in your jurisdiction of domicile or residence (as the case may be) or such other jurisdiction as ADCB deems appropriate; and/or
 - (3) any other forms of communication, notification or publication permitted from time to time under Applicable Laws, for service of process,
 - (B) you hereby consent to process being served by any party permitted under Applicable Laws (including, without limitation, by ADCB itself and/or by any such party on ADCB's behalf where the applicable court has given approval for service of process via such method); and
 - (C) you agree that to the extent permissible under Applicable Laws, such service of process will satisfy all requirements to establish personal jurisdiction over you and the applicable court.
- ▶ You agree that, if requested by ADCB, you will, at your expense, appoint a process agent nominated by ADCB to accept service of process upon you.
- ▶ ADCB may use copies, printouts or electronic versions of fax, e-mail, SMS and other electronic transmissions and data, as well as any of its Records, including recordings of telephone conversations between you and ADCB's employees, as evidence in any court, arbitral or other legal proceedings.

PART 2: PRODUCT SPECIFIC TERMS AND CONDITIONS

- ▶ This part 2 applies to you to the extent that you apply for any of the following:
 - (A) Current Account;
 - (B) Savings Account;
 - (C) Fixed Term Deposit Account;
 - (D) Call Deposit Account;
 - (E) Debit Card; and
 - (F) Safe Deposit Locker.
- ▶ This part 2 must be read together with other applicable parts of these Terms and Conditions.

Accounts

1. Current Accounts

1.1 What are the features or restrictions of your Current Account?

- ▶ In order to hold a Current Account you must:
 - (A) be an India national; or
 - (B) hold a valid Indian residence visa.
- ▶ In case of non-individual customers, Current Account may be opened in the name of a sole proprietorship, hindu undivided family (HUFs), partnerships, limited liability partnership, private limited company, co-operative society, subsidiaries and associations, trust, club, religious organisation, educational institute, government body, association of persons, public sector undertakings, domestic banks, regional rural bank, domestic co-operative banks, foreign institutional investors, foreign companies, foreign banks, insurance, asset management companies, non-government organisation (NGO), charitable trust or diplomatic mission.
- ▶ A Current Account may also be opened jointly by two or more Indian Nationals, two or more persons holding Indian residence visa or by an Indian National and a person holding Indian residence visa.
- ▶ You may request a cheque book in accordance with Clause 9.1 of this part.
- ▶ You may apply for a Debit Card in accordance with Clause 10 of this part.
- ▶ Any other features relating to a Current Account (including any Specific Features) will be available on the Website.

1.2 Are Current Accounts interest-bearing?

- ▶ The Available Balance in a Current Account is a non-interest bearing as per regulations of the RBI.

2. Savings Accounts

2.1 What are the features or restrictions of a Savings Account?

- ▶ You may apply for a Debit Card in accordance with Clause 10 of this part.
- ▶ A Savings Account falling under any of the following categories does not entitle you to receive a cheque book:
 - (A) cheque book facility is not envisaged in the minimum facilities that ADCB is to provide to the BSBDA customers. However, the same may be extended at the sole discretion of ADCB;
 - (B) no cheque book facility shall be provided on savings account opened by an illiterate person; and
 - (C) cheque book facility on the Savings Accounts opened by minors shall be at the sole discretion of ADCB.
- ▶ ADCB may, in its sole discretion, limit the number of Savings Accounts that can be opened by you.
- ▶ Details of the Minimum Balance required to open a particular Savings Account, and any other features relating to it (including any Specific Features), will be available on the Website and at each Branch.

2.2 Are Savings Accounts interest-bearing?

- ▶ Savings Accounts can be interest-bearing or non-interest bearing depending on the particular Savings Account.
- ▶ Details of the Minimum Balance required for a particular interest-bearing Savings Account to earn interest will be available on the Website and at each Branch.
- ▶ Interest will only be credited to an interest-bearing Savings Account. Details of the Minimum Interest for a particular Savings Account will be available in the Schedule of Fees.

2.3 Can you make withdrawals from a Savings Account?

- ▶ You can make withdrawals from a Savings Account by using the relevant Form.

3. Fixed Term Deposit Accounts

3.1 What are the features or restrictions of your Fixed Term Deposit Account?

- ▶ A "Fixed Term Deposit" is a deposit of a fixed amount for a fixed period at a fixed rate of interest.
- ▶ Details of the Minimum Balance required to open a particular Fixed Term Deposit Account and any other features relating to it (including any Specific Features) will be available on the Website and at each Branch.
- ▶ Upon opening a Fixed Term Deposit Account, ADCB will issue you with a confirmation stating the principal amount of the Fixed Term Deposit, the agreed term and the agreed rate of interest payable for the term.

- ▶ You cannot make payments from your Fixed Term Deposit Account.
- ▶ The deposit amount in a Fixed Term Deposit Account cannot be increased or decreased during the agreed term, although you may open multiple Fixed Term Deposit Accounts.
- ▶ You must hold another Account of the type specified by ADCB from time to time for the duration of the agreed term of the Fixed Term Deposit.

3.2 How is interest calculated on a Fixed Term Deposit?

- ▶ Interest on a Fixed Term Deposit will accrue daily and will be calculated at the Prevailing Rate which is fixed for the agreed term of the Fixed Term Deposit and credited to you as prescribed on the Website for that particular Fixed Term Deposit Account.
- ▶ Fluctuations in the market rates of interest for deposits will not affect the rates determined and applied on the Fixed Term Deposit throughout the term of the deposit.

3.3 Can you make partial withdrawals from a Fixed Term Deposit Account?

- ▶ You cannot make partial withdrawals from a Fixed Term Deposit Account.

3.4 What happens if you withdraw a Fixed Term Deposit before the end of the agreed term?

- ▶ Where you make a Fixed Term Deposit with ADCB, ADCB's obligation to repay the deposit shall arise at maturity. ADCB may, in its sole discretion, consent to the early withdrawal of a Fixed Term Deposit which will render it subject to a lower interest rate and a premature withdrawal Charge as prescribed by ADCB from time to time (which ADCB may deduct from the principal amount of your Fixed Term Deposit before making payment to you).

3.5 What happens on the expiry of the agreed term of a Fixed Term Deposit?

- ▶ Unless you instruct ADCB otherwise, at the end of the agreed term of a Fixed Term Deposit, ADCB will renew the principal amount of your Fixed Term Deposit together with any accrued interest.
- ▶ You can renew a Fixed Term Deposit (together with any interest accrued) for the same term and at the Prevailing Rate applicable on the date of renewal by:
 - (A) notifying ADCB at least two Business Days before the expiry of the agreed term of the Fixed Term Deposit; or
 - (B) applying for automatic renewal of your Fixed Term Deposit,
 in each case, using the relevant Form.

4. Call Deposit Accounts

4.1 What are the features or restrictions of a Call Deposit Account?

- ▶ A Call Deposit Account does not entitle you to receive a cheque book or a Debit Card.
- ▶ Details of the Minimum Balance required to open a particular Call Deposit Account and any other features relating to it (including any Specific Features) will be available on the Website and at each Branch.

4.2 Are Call Deposit Accounts interest-bearing?

- ▶ Call Deposit Accounts can be interest-bearing or non-interest bearing depending on the particular Call Deposit Account.
- ▶ Details of the Minimum Balance required for a particular interest-bearing Call Deposit Account to earn interest will be available on the Website and at each Branch. No interest will accrue if such Minimum Balance is not met.
- ▶ Interest will only be credited to an interest-bearing Call Deposit Account if the Minimum Interest has accrued. Details of the Minimum Interest for a particular Call Deposit Account will be available in the Schedule of Fees.
- ▶ Details of the calculation of interest in relation to a particular Call Deposit Account will be available on the Website.

4.3 Can you make withdrawals from a Call Deposit Account?

- ▶ You can make withdrawals from your Call Deposit Account by using the relevant Form.

Using your Account

5. Making deposits into an Account

5.1 How do you make deposits into your Account?

- ▶ Deposits may be made into your Account in a number of ways, including by depositing cash or cheques at a Branch or through a Self-Service Terminal depending on the type of Account. ADCB will credit your Account with sums in cash or cheques which may be deposited by you, subject to other provisions of these Terms and Conditions.
- ▶ ADCB may, in its discretion, credit your Account with any amount deposited by a third party.
- ▶ You may be unable to withdraw or otherwise access the full value of the deposit made due to:
 - (A) ADCB exercising its Right of Set-Off against you;
 - (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.
- ▶ In the event that any funds are mistakenly credited to your Account due to computer, technical, human or clearing system error or malfunction, or for any other reason, ADCB will have the right (and you authorise ADCB) to debit your Account (and in the case of insufficient balance in your Account, to overdraw your Account). Neither ADCB nor its Affiliates will be responsible for any Liability arising from such event.

5.2 Can you assign or charge by way of Security the amounts deposited in your Account?

- ▶ You must not assign or charge to any third party by way of Security amounts deposited by you or held in your Account. Any such activity will not be recognised by ADCB.

6. Making withdrawals from an Account

6.1 How do you make a withdrawal from your Account?

- ▶ Withdrawals may only be made out of cleared funds (unless you have the benefit of an Overdraft) credited to your Account and may be:
 - (A) in cash, in INR. However, if your Account is in any currency other than INR, the terms of Clause 11 of part 1 apply;
 - (B) made based on your instructions to ADCB to pay or transfer;
 - (C) for Current Accounts, against cheques written in the form prescribed by ADCB; and/or
 - (D) for Savings Accounts or Call Deposit Accounts, on application using any Form prescribed by ADCB for that purpose.

6.2 Can you make withdrawals from your Account in foreign currencies?

- ▶ You can withdraw money from your Account and exchange it for a foreign currency at a Branch (at the applicable Exchange Rate), subject to the availability of the relevant currency at that Branch. ADCB offers this service on a discretionary basis and Charges may apply as prescribed in the Schedule of Fees.

7. Transferring funds from an Account

7.1 How do you make a Funds Transfer?

- ▶ You can make a Funds Transfer by way of:
 - (A) an Internet Banking Instruction;
 - (B) a standing order by you to ADCB to execute Funds Transfers at pre-determined intervals;
 - (C) a Debit Card Transaction; and/or
 - (D) completing any Form or other method of communication accepted by ADCB for that purpose.
- ▶ Notwithstanding the above, ADCB may, from time to time and in its sole discretion, limit your ability to effect Funds Transfers in a specific form or method depending on your profile as a Customer or the ADCB Offering to which a Funds Transfer relates, or for any other reason that ADCB considers appropriate.

7.2 What if the payee account is in another country?

- ▶ If the payee account is outside India, in order to avoid delays, returns of funds and/or levy of related fees, ADCB may require you to provide details of the payee account that are specific to accounts in that country.

7.3 What restrictions should you be aware of when making a Funds Transfer?

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

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

- ▶ A Funds Transfer request will be processed on the transfer date that you select. ADCB 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 your Account;
- (B) the Funds Transfer would exceed any limit set by ADCB from time to time;
- (C) ADCB, in its sole discretion, has reason to believe that the Funds Transfer will or could be in breach of Applicable Laws or ADCB Policies;
- (D) ADCB is not permitted to do so by Applicable Laws or ADCB Policies;
- (E) ADCB has reason to believe that your 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) ADCB is required to comply with a court order or any Applicable Laws or ADCB's own policies;
- (H) you instruct ADCB 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) you 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 ADCB's control.

- ▶ ADCB shall not be responsible for, and you will indemnify and hold harmless ADCB and its Affiliates from and against, any Liability arising from ADCB's compliance with your 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 and other costs and losses in relation to your Funds Transfer.
- ▶ You must ensure that your Account has sufficient funds before effecting any Funds Transfers. If, for any reason, your Account exceeds its Spending Limit as a result of any Funds Transfer, you will be liable to immediately repay any Exceptional Overdraft Amount including any applicable Charges.
- ▶ You warrant, represent and undertake that any Funds Transfers requested by you (or your PoA Holder) will not breach any Applicable Laws, these Terms and Conditions or any ADCB Policies.
- ▶ ADCB may contact you 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.
- ▶ On the date of payment, ADCB 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 ADCB. ADCB will have the right not to effect a Funds Transfer if, having determined the priority of payments, it believes that your Account may become overdrawn, or where an Overdraft has been granted to you, the Spending Limit may be exceeded.
- ▶ Funds Transfers are not instant. It may take a number of Business Days (excluding any public holidays in India and the country where the payee's account is located) for the funds to be received by the payee.
- ▶ ADCB will not be a party to queries or disputes of any nature whatsoever that may arise between you and the payee.
- ▶ ADCB 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).
- ▶ Any set-up, deferment, amendment or cancellation of a standing order must be communicated in writing to ADCB and must be submitted sufficiently in advance of the execution date.
- ▶ If ADCB is unable to effect three consecutive payments due to insufficient funds the standing order shall be treated as cancelled without notification.

7.4 What if your Funds Transfer is rejected by the payee bank?

- ▶ If your 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, you 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.

8. Overdrafts

8.1 How can you obtain an Overdraft?

- ▶ By agreeing to open an Account, ADCB does not in any way commit to granting you an Overdraft. Any decision to grant you an Overdraft, and the amount and terms thereof, is made in ADCB's sole discretion.
- ▶ You can only have an Overdraft if you hold a Current Account or Fixed Deposit or Savings Account. In order to be granted an Overdraft, you should make an Overdraft request by completing the relevant Form.
- ▶ ADCB may in exceptional cases and in its sole discretion also grant an Exceptional Overdraft Amount without an Overdraft request where there are insufficient funds in your Account to cover a particular payment from your Account. If ADCB refuses to grant this Exceptional Overdraft Amount, it can refuse to effect the payment that you have authorised.
- ▶ If you are granted an Overdraft by ADCB, the General Loan Terms will apply to you. Please refer to part 6 for further details.

8.2 What will you be charged for an Overdraft?

- ▶ Unless otherwise agreed by ADCB, you must pay interest on any Overdraft regardless of whether you have made an Overdraft request. Such interest will be payable at the Loan Interest Rate and will be calculated on the outstanding debit balance (which will exclude the value of cheques or other pay orders drawn on other banks that have yet to be realised) on a daily basis and debited from your Account on the last Business Day of each month.
- ▶ Interest shall be payable (by way of deduction from your Account) in arrears on the last Business Day of each month, or as otherwise agreed with ADCB.
- ▶ If ADCB agrees to grant you an Exceptional Overdraft Amount, without prejudice to any of ADCB's other rights, if you fail to repay the Exceptional Overdraft Amount within one Business Day (or such other period determined by ADCB from time to time and in its sole discretion) of the Exceptional Overdraft Amount being granted, Default Interest will be charged from this time onwards until repayment in full of the Exceptional Overdraft Amount. ADCB also reserves the right to exercise its rights under Clause 10.3 of part 1.
- ▶ ADCB, in its sole discretion, may levy Charges (such as a monthly minimum Charge and/or renewal fees) for an Overdraft in addition to the interest referred to above.
- ▶ Each of the following shall be considered a Termination Event in relation to an Overdraft:
 - (A) if you exceed the authorised limit of your Overdraft; and
 - (B) if you do not pay the accrued interest on the relevant Interest Payment Date.

8.3 When must you repay your Overdraft?

- ▶ You must repay any overdrawn amount (including any related Charges and applicable interest) before the end of the term of the Overdraft.
- ▶ ADCB may also at any time and in its sole discretion:
 - (A) cancel your Overdraft and demand that you immediately repay the entire overdrawn balance (including any related Charges and applicable interest); and/or

(B) reduce the limit of the Overdraft and demand that you immediately repay part of the overdrawn balance (including any related Charges and applicable interest).

- ▶ If ADCB determines that you have taken up permanent residence outside India, your entire overdrawn balance (including any related Charges and applicable interest) will become immediately due and payable to ADCB.

9. Cheques

9.1 How can you obtain a cheque book?

- ▶ You must have a Savings/ Current Account in order to obtain a cheque book. If your Current Account is changed into a Savings Account or vice versa, pursuant to Clause 1.1 of this part (or otherwise), your cheque book will be cancelled.

9.2 When is a cheque deposited with ADCB credited to your Account?

- ▶ ADCB provides the services of collection of cheques on your behalf and under your instructions. Charges may apply to these services.
- ▶ The value of cheques deposited by you, other than cheques that are post-dated or drawn in locations where ADCB does not have a Branch, may, in ADCB's sole discretion, be provisionally credited to your Account, subject to the realisation of the cheque proceeds.
- ▶ The proceeds of the credited cheques are available for withdrawal by you only upon their realisation and receipt by ADCB in cleared funds.
- ▶ Unless otherwise agreed by ADCB, and subject to the paragraph below, the amount of a cheque deposited into your Account is normally credited to your Account within two Business Days. There may be cases where a longer period is required, such as but not limited to where ADCB suspects fraudulent activity or when ADCB is required to verify the source of the funds.
- ▶ Where a cheque denominated in INR and drawn on an Indian bank is deposited before any applicable Cut-off time, and ADCB does not identify any security issues with the cheque, and the cheque is accepted by the Indian bank upon which it is drawn, it shall be credited to your Account on the day of deposit.
- ▶ If any cheques are dishonoured for any reason whatsoever after being credited to your Account, ADCB has the right to reverse the credit by debiting the Account with the corresponding value including any related Charges (such as but not limited to fees for any returned unpaid cheques deposited by you, administrative charges, and if applicable, Exceptional Overdraft Interest) and interest at the Prevailing Rate for the period from the date of credit up to the date of the reversal of the credit by debit.
- ▶ If ADCB is unable to recover these amounts for whatever reason, you undertake to pay the same to ADCB immediately upon ADCB's request.

9.3 In what circumstances can ADCB refuse to honour a cheque written by you?

- ▶ You must ensure that there are sufficient funds in your Savings/ Current Account to meet the cheques written by you on that Savings/ Current Account. In the absence of adequate funds or an Overdraft, and if you have made no prior arrangements with ADCB, such cheques will not be honoured by ADCB.

- ▶ Cheques drawn on your Savings/ Current Account must be written in English. ADCB is not obliged to honour cheques written in any other language.
- ▶ If there is a mistake on a cheque written by you, or if ADCB is unable to verify your signature, or any part of the cheque is illegible or unclear, ADCB may refuse to honour the cheque for technical reasons (as opposed to insufficient funds).
- ▶ When a cheque is presented for payment at a Branch other than the Home Branch, ADCB will have the sole discretion to pay or dishonour it at the Branch where it is presented.
- ▶ Payment of a cheque written by you may also be stopped by an order of a court with jurisdiction in India.
- ▶ ADCB reserves the right not to honour any cheque which is more than three months old.
- ▶ If the balance in your Savings/ Current Account is insufficient to cover the value of any cheque(s) written by you on that Savings/ Current Account, the approval of payment by ADCB (such approval being in ADCB's sole discretion from time to time) will not be construed as the grant of a credit facility to you. You must immediately, upon ADCB's request, credit that Savings/ Current Account with the required balance.
- ▶ You are solely responsible for ensuring that all cheques written by you on your Savings/ Current Account are correctly filled-in. Where any cheques written by you are not honoured due to technical reasons you are solely responsible for ensuring that your payment obligations are discharged.

9.4 In what circumstances can ADCB refuse to accept a cheque to be credited to your Account?

- ▶ ADCB may refuse to accept cheques:
 - (A) drawn in favour of third parties (unless properly assigned to you as the new payee);
 - (B) if the payee's name is not identical to your name in the Records; or
 - (C) for any other reason, including the prevention of fraud or money laundering.
- ▶ ADCB will not accept the assignment of any cheque in favour of a third party if it has been Crossed.
- ▶ Any cancellation of a 'Crossing' or notation will render the cheque invalid.

9.5 What happens if a cheque that you have written bounces?

- ▶ If:
 - (A) you write a cheque without having sufficient funds in your Savings/ Current Account;
 - (B) you have insufficient funds in your Savings/ Current Account when a cheque you have written is presented for payment; or
 - (C) your Savings/ Current Account is closed, blocked, frozen, suspended, or put on hold when a cheque you have written is presented for payment,

ADCB may be required to notify the authorities and you may incur civil and/or criminal liability under the Negotiable Instruments Act, 1881 or any other Applicable Laws due to

that cheque not being honoured. ADCB may also choose to terminate its relationship with you, without prejudice to any other rights that ADCB may have.

In case of repeated instances of cheque bouncing, ADCB reserves the right to deny to provide to you, the cheque book facility or any other service as ADCB may, in its sole discretion may deem fit.

9.6 What if your cheques become lost or the subject of fraudulent activity?

- ▶ You must ensure that the cheque books and the cheques therein issued to you by ADCB are kept safe. You must immediately notify ADCB of any loss or theft of any cheques, followed by a police report as per Applicable Laws, and provide instructions to ADCB to stop payment in respect of such cheques. Until such notice is received by ADCB, you will indemnify and hold harmless ADCB and its Affiliates from any Liability resulting from its processing of any payments relating to such lost or stolen cheques or any misuse thereof.
- ▶ You will be responsible for providing ADCB, the police, the courts and/or any other relevant authorities with any information required to assist in investigating any matter relating to your cheques.

9.7 What if your cheques drawn on overseas branches/locations accepted by ADCB for collection/purchase are returned unpaid for fraudulent reasons?

- ▶ You will indemnify ADCB against the return of any cheque/s for the reason of fraudulent alterations or forged signature / endorsement.
- ▶ ADCB shall have authority to, without notice, recover the handling charges and interest at the prevailing date of reversal of entry, by debit to your account or any other account maintained with ADCB. If ADCB is unable to recover the amounts due by you for whatever reason you undertake to deposit the same immediately upon receiving a claim from ADCB.
- ▶ You be responsible for providing ADCB, the courts and/or any other relevant authorities with any information required to assist in investigating any matter relating to your cheques deposited with ADCB.

Services

10. Debit Cards

This Clause must be read along with the General Card Terms in Clause 17 of part 1 which will also apply to your Debit Card.

10.1 When and how do the Debit Card Terms apply to you?

- ▶ The Debit Card Terms will apply to you when you are issued a Debit Card and you activate and use that Debit Card.
- ▶ Your activation and/or use of a Debit Card will constitute binding and conclusive evidence of your confirmation to be bound by these Terms and Conditions (including the Debit Card Terms).

10.2 How can you obtain a Debit Card?

- ▶ A Debit Card may be issued by ADCB in its sole discretion, upon your request, to enable you to effect Debit Card Transactions at any Terminal located in India or abroad.

- ▶ If you hold a Joint Account, a Debit Card may be issued to each Joint Account Holder only if you have chosen that instructions in relation to your Joint Account can be given on an “or” basis (see Clause 13 of part 1).
- ▶ You may collect your Debit Card from the Home Branch or any other Branch requested by you, or request that your Debit Card be sent by post or courier to your Address.

10.3 What if your Account is not eligible for a Debit Card?

- ▶ Debit Cards are not issued for certain types of Accounts and Customers, as prescribed by ADCB from time to time.

10.4 Can you link more than one Account to your Debit Card?

- ▶ ADCB may in its sole discretion allow you to link your Account to your Debit Card. This will allow you to access and also effect debits from your Account linked to that Debit Card by using your Debit Card at ADCB’s ATMs and non-ADCB ATMs.

10.5 What happens if you exceed the Spending Limit?

- ▶ If you exceed the Spending Limit of your Debit Card Account for whatever reason:
 - (A) you will be deemed to have made a formal request for ADCB’s approval to grant you an Exceptional Overdraft Amount in accordance with Clause 8.1 of this part and ADCB will have the sole discretion to approve or reject this request;
 - (B) you will be obliged to pay ADCB for any Charges and interest in relation to the Exceptional Overdraft Amount; and
 - (C) the Exceptional Overdraft Amount will become immediately due and payable.

10.6 How can you use your Debit Card at a Self Service Terminal?

- ▶ Cash, cheques and/or other instruments may only be deposited into an Account linked to your Debit Card at certain ADCB Self Service Terminals located within India using a Debit Card. The record issued by the Self Service Terminal only represents what you claim to have deposited. Your deposits will only be credited to the applicable Account after verification of the cash, cheques and/or other instruments and their clearing (in the case of cheques) by ADCB, and the amount of the deposit verified and cleared by ADCB will be deemed to be the correct amount of your deposit.
- ▶ Cheques that are deposited will be sent for clearing and the funds will be available only after the cheques are cleared in accordance with Clause 9.2 of this part.
- ▶ If you choose to make a Funds Transfer or to pay a bill using the Self Service Terminals, you must advise ADCB of:
 - (A) the correct details of the accounts to which the transfer is to be made; and
 - (B) the correct consumer or reference numbers relating to the payments to be made, in the prescribed Form.

10.7 How can you effect Debit Card Transactions?

- ▶ In addition to the uses set out in Clause 17 of part 1, you can use your Debit Card to purchase goods and services via the internet, but not to purchase goods and services by telephone, mail order, or by any other means prohibited by ADCB from time to time.

10.8 Are there any restrictions when using your Debit Card for online transactions?

- ▶ Debit Card Transactions conducted online will be subject to any applicable maximum value per transaction, any maximum number of transactions per day and any maximum cumulative value of transactions per day. These limits are subject to change by ADCB (in its sole discretion, in accordance with RBI guidelines) and may also vary from website to website and from country to country, and may also vary depending on the type/category of Debit Card.
- ▶ Such limits may not be within ADCB's control, and neither ADCB nor its Affiliates shall be responsible for any Liability arising out of these limits (or changes thereto) or the inability to effect a Debit Card Transaction online due to such limits (or changes thereto).
- ▶ Please refer to the Website, or otherwise contact ADCB, for further information on these limits and restrictions.

11. Banker's Cheque

11.1 How can you request for a Banker's Cheque?

- ▶ A Banker's Cheque may be requested by completing the relevant Form and submitting that Form to ADCB.
- ▶ Upon issuance of a Banker's Cheque by ADCB, ADCB shall debit your nominated Account for the amount of the Banker's Cheque together with any Charges.
- ▶ If the balance of your nominated Account is less than the amount of the requested Banker's Cheque, ADCB may refuse to issue a Banker's Cheque.
- ▶ Payment of a Banker's Cheque is subject to the rules of any payment system used in processing such payment and you agree to the application of these rules when you request a Banker's Cheque.

11.2 Can a Banker's Cheque be issued in a foreign currency?

- ▶ If you request a Banker's Cheque in a currency that is different from the currency of your nominated Account, the amount debited from your nominated Account will be calculated by reference to the Exchange Rate on the date the Banker's Cheque is issued by ADCB.
- ▶ A beneficiary of a Banker's Cheque may not obtain the full face value of the Banker's Cheque due to the fees, charges and exchange rate that may apply upon the presentation of the Banker's Cheque.

11.3 Can a Banker's Cheque be cancelled?

- ▶ A Banker's Cheque may be cancelled at ADCB's absolute discretion. If you request the cancellation of Banker's Cheque you must return to ADCB the original Banker's Cheque or, in the case of Banker's Cheques that have been lost, stolen or destroyed, provide a valid police report together with any other document, indemnity or Form required ADCB from time to time.

- ▶ Charges may apply to any cancellation of a Banker's Cheque.
- ▶ If a Banker's Cheque was issued in a currency other than the currency of your nominated Account, any refund will be credited to you in the currency of your nominated Account. The Exchange Rate used to calculate any refund will be the Exchange Rate applicable at the time ADCB processes the refund less all Charges.

11.4 What is the validity period of a Banker's Cheque?

- ▶ A Banker's Cheque is valid for a period of three months from the date it is issued by ADCB.

11.5 What if the Banker's Cheque is lost or stolen or damaged?

- ▶ If your Banker's Cheque is lost, stolen or damaged, you must immediately notify ADCB of the incident by contacting ADCB. If necessary under the laws of the country in which such incident occurred, you will also need to report the incident to the police in that country.
- ▶ If you recover the lost or stolen Banker's Cheque, you must immediately destroy it.
- ▶ To the fullest extent permitted under Applicable Laws, ADCB shall not be responsible for, and you shall indemnify and hold harmless ADCB and its Affiliates from and against, any Liability arising directly or indirectly out of any stolen, lost or damaged Banker's Cheque, regardless of whether ADCB agrees to issue a replacement Banker's Cheque or refund the amount of the Banker's Cheque to you,

PART 3: ELECTRONIC BANKING

- ▶ This part 3 applies to Electronic Banking and must be read together with other applicable parts of these Terms and Conditions.

1. Electronic Banking

1.1 How do the Electronic Banking Terms apply to you?

- ▶ The General Electronic Banking Terms will apply to you when you apply for Electronic Banking.
- ▶ If you apply for: Internet Banking, the Internet Banking Terms will also apply to you.

1.2 What services are available via Electronic Banking?

- ▶ From time to time, and as permitted by ADCB in its sole discretion, ADCB may make various services and functions available to you through the use of some or all of the forms of Electronic Banking. By way of example, the following is an indicative and non-binding list of possible services and functions:

- (A) viewing the balance of your Account;¹
- (B) paying your selected utility bills;
- (C) effecting Funds Transfers;
- (D) requesting cheque books;
- (E) locating the nearest ADCB Self-Service Terminal or Branch;
- (F) obtaining information about and applying for certain ADCB Offerings;
- (G) updating your Address and other personal details;
- (H) viewing your E-Statements;
- (I) activating a Debit Card; and/or
- (J) topping-up and/or renewing any pre-paid credit programs (including but not limited to mobile phone pre-paid credit programs).

- ▶ All Electronic Banking services and functions are made available by ADCB on a completely discretionary basis and may be withdrawn, changed, substituted or supplemented by ADCB at any time and without any obligation to give you prior notice.

1.3 Can you use Electronic Banking for Joint Accounts?

- ▶ Electronic Banking is only available to Joint Accounts that allow ADCB to accept instructions from the Joint Account Holders on an “or” basis as per Clause 13.1 of part 1.

¹ Account balances verified through Electronic Banking at any one time may not reflect transactions that are in the process of clearing.

- ▶ If any Joint Account Holders wish to use a particular Electronic Banking service, they must individually register for it.

1.4 What if you enter incorrect Security Information?

- ▶ If you enter your Security Information incorrectly more than the number of times allowed by ADCB from time to time, your access to the relevant Electronic Banking service may be blocked and you will need to contact ADCB in order to regain access.

1.5 When can your Security Information be changed?

- ▶ ADCB may reset your Security Information at any time. If this happens, ADCB will notify you.
- ▶ ADCB may deactivate your Security Information, at any time and without notice, if it suspects that your Security Information is being misused.
- ▶ You may change your Security Information at any time.
- ▶ ADCB may also, in its discretion, introduce Secure Key features from time to time, to enable you to use Electronic Banking more securely. If ADCB does this, you will be provided with a Secure Key and you must follow any instructions provided by ADCB in connection with its use, in order to access any ADCB Offering that ADCB determines is subject to such secured access protocols.

1.6 Are there any Charges in connection with Electronic Banking?

- ▶ Electronic Banking is currently made available to you at no charge. ADCB reserves the right to charge you for certain features of Electronic Banking. ADCB will notify you of such Charges as and when they become applicable.
- ▶ You are responsible for all charges levied by your CSP, TSP and/or ISP (as applicable) in relation to your use of Electronic Banking. Additional charges may be levied by your CSP, TSP or ISP if you use Electronic Banking abroad.

1.7 How are Electronic Instructions processed by ADCB?

- ▶ Electronic Instructions are irrevocably and unconditionally binding and are made at your risk and responsibility.
- ▶ ADCB will make reasonable efforts to modify, delay or prevent the processing of any Electronic Instruction where you request this, but neither ADCB nor its Affiliates will be responsible for any Liability for any failure to comply with such request.

1.8 Who is responsible for the equipment and software required to use Electronic Banking?

- ▶ You are solely responsible for:
 - (A) acquiring and maintaining any equipment required for your continued use of and access to Electronic Banking and, if applicable, anti-virus and other security measures for such equipment, including measures for adequate protection and back-up of data; and
 - (B) ensuring that the equipment which you use to access and use Electronic Banking is suitable for such use and is functional.

- ▶ Electronic Banking is dependent on the infrastructure, connectivity and services provided by the TSPs, CSPs, ISPs and/or other service providers engaged by ADCB and you. The timeliness, accuracy and legibility of information sent by ADCB to you (including, if applicable, Alerts and Mobile Responses) may be affected by the services provided by the TSPs, CSPs, ISPs and other service providers engaged by ADCB and you.
- ▶ If you become aware of any faults, errors or inconsistencies while using Electronic Banking, you must contact ADCB immediately on the contact details specified on the Website.

1.9 What is ADCB not liable for in relation to Electronic Banking?

- ▶ In addition to any other limitation or exclusion of ADCB's Liability under these Terms and Conditions, neither ADCB nor its Affiliates will be responsible for any Liability arising from:
 - (A) any unauthorised transaction effected through Electronic Banking before you have notified ADCB of the unauthorised transaction or any misuse, loss, disclosure or theft of your Security Information;
 - (B) any fraudulent activity carried out through Electronic Banking (unless the fraudulent act was carried out by ADCB);
 - (C) your failure to observe any of your security obligations under these Terms and Conditions;
 - (D) your access or use of Electronic Banking in a manner, or for a purpose, not authorised by ADCB;
 - (E) any loss of any information or Electronic Instructions in transmission due to Unforeseen Circumstances;
 - (F) any unauthorised access by any third party to Electronic Banking, Electronic Instructions and any Account Information;
 - (G) the delivery, mistaken delivery, deletion or failure to store any Electronic Instructions or personalisation settings;
 - (H) transactions that occur pursuant to your Electronic Instructions prior to termination of your access to the relevant Electronic Banking service;
 - (I) your use of Electronic Banking including, if applicable, any material, data and/or software downloaded or otherwise obtained through the use of Electronic Banking; and/or
 - (J) any damage caused to your hardware or software resulting from your use of Electronic Banking.

1.10 Can your access to Electronic Banking be suspended or terminated?

- ▶ You can stop using Electronic Banking at any time.
- ▶ ADCB may, in its sole discretion, suspend (including for maintenance purposes) or terminate your access to Electronic Banking at any time. While ADCB will reasonably endeavour to notify you before suspending or terminating your access, it will have the right to do so without notifying you in advance, including in circumstances where:

- (A) you breach any provision of these Terms and Conditions and fail to rectify the breach within three Business Days after receiving notice from ADCB requiring the breach to be rectified (or such other time specified by ADCB from time to time);
- (B) ADCB suspects or becomes aware of any breach of security;
- (C) ADCB suspects or becomes aware of any fraudulent use of Electronic Banking;
- (D) ADCB reasonably believes that you will be unable to repay any amounts that you owe to it; and/or
- (E) you die, are declared insolvent or bankrupt, or no longer have requisite mental capacity.

▶ Unless otherwise agreed, ADCB will not effect any Electronic Instructions which you have made before termination of your access to the relevant Electronic Banking service and which are scheduled to be effected after such termination.

2. Internet Banking

2.1 How can you use Internet Banking?

- ▶ You must visit the Website to access Internet Banking. ADCB may change the website through which you access Internet Banking without prior notice to you.
- ▶ To log on to Internet Banking, you must enter your Security Information and, if applicable, your Secure Key code. ADCB will not be responsible for verifying the identity of the party entering the Security Information.
- ▶ You may be automatically logged off Internet Banking if you remain inactive for a particular period of time as prescribed by ADCB.

2.2 How do you apply for Internet Banking?

- ▶ You can apply for Internet Banking by completing the relevant Form or by contacting ADCB.

2.3 Can you rely on the accuracy, consistency and security of the Website?

- ▶ ADCB will try to ensure the accuracy, adequacy or completeness of the Website and the Website Information, however:
 - (A) the use of the Website is at your sole risks;
 - (B) the Website and the Website Information are provided on an “as is” and “as available” basis;
 - (C) ADCB cannot confirm the accuracy, adequacy or completeness of the Website or the Website Information and neither ADCB nor its Affiliates will be responsible for any Liability arising out of any errors or omissions on the Website or in the Website Information;
 - (D) no confirmation, warranty, representation or undertaking of any kind, implied, express or statutory, including in relation to non-infringement of third party rights, title, fitness for a particular purpose and freedom from Virus is given in relation to the Website or the Website Information; and

- (E) no confirmation, warranty, representation or undertaking of any kind, implied, express or statutory, is given that:
- (1) the Website will be available and meet your requirements or that access will be uninterrupted;
 - (2) there will be no delays, failures, errors or omissions or loss of transmitted information; or
 - (3) no damage will occur to your computer systems.

▶ The Website Information has been prepared in accordance with the regulations and laws of India and for the supply of ADCB Offerings within India.

▶ The Website and the Website Information is not directed at you if it does not comply with the laws of the jurisdiction from which you are accessing the Website. It is your responsibility to ensure that you are permitted to use Internet Banking by the laws applicable to you.

2.4 What security measures should you take in relation to Internet Banking?

▶ In addition to your obligations under Clause 6 of part 1, you must:

- (A) log out of Internet Banking once you have finished using it or before leaving your computer unattended; and
- (B) not access Internet Banking from any computer connected to a local area network (LAN) or any public internet access device or access point without ensuring that third parties cannot access Internet Banking in your name.

2.5 What other restrictions apply in relation to your use of Internet Banking?

▶ You must not interfere with or damage (or attempt to interfere with or damage) any data or software associated with Internet Banking, including any Secure Key (if applicable).

▶ You must treat the access rights, documentation, or any other information related to Internet Banking, as strictly private and confidential at all times.

▶ You must not link any other website to the Website.

2.6 When are Funds Transfers effected via Internet Banking processed?

▶ Subject to Clause 2.3 of part 1 and 7.3 of part 2, Funds Transfers that you effect via Internet Banking will be immediately debited from your Account.

PART 6: LOAN TERMS

- ▶ This part 6 applies to any Loan that you apply for and must be read together with the other applicable parts of these Terms and Conditions. A reference to a “Section” means a section in this part 6.

Section A : General Loan Terms

- ▶ Section A contains the common terms applicable to any Loan that you apply for and must be read together with the other applicable parts of these Terms and Conditions.

1. Application

1.1 How and when do the Loan Terms apply to you?

- ▶ By submitting a Loan Application (whether physically, electronically or otherwise) you agree to be bound by these Terms and Conditions, including in particular the General Loan Terms and the relevant Specific Loan Terms to which the Loan Application relates.
- ▶ Your receipt and the disbursement of a Loan constitutes binding and conclusive evidence of, and shall be deemed to be further confirmation of, your acceptance of, and agreement to be bound by, these Terms and Conditions, including in particular, the Loan Terms and any Loan Advice issued in that regard notwithstanding that the terms of the Loan Application are not identical to those confirmed by ADCB in the Loan Advice.
- ▶ To the extent that any of the Specific Loan Terms conflict with the General Loan Terms, the Specific Loan Terms will prevail.
- ▶ To the extent that the terms of the Loan Application conflict with or differ from the Loan Advice, any Approval Letter, the General Loan Terms or the Specific Loan Terms, the terms of the Loan Advice, Approval Letter, General Loan Terms or Specific Loan Terms (as applicable) shall prevail.

1.2 How do you apply for a Loan?

- ▶ You can apply for a Loan by using the relevant Loan Application or by contacting ADCB. ADCB may also require you to provide certain supporting documents along with the Loan Application, including but not limited to proof of your residence in India.
- ▶ ADCB will have the right to approve or reject the Loan Application in its sole discretion without assuming any obligation or responsibility for any Liability on its part. If your Loan Application is approved and the Loan is disbursed, a Loan Advice will be sent to you by post or courier to your Address, or by any other method of electronic communication approved by ADCB from time to time, including email, fax, SMS, telephone, secure messaging or via Electronic Banking.

1.3 What if you are an ADCB employee?

- ▶ ADCB may, in its sole discretion, offer staff members and employees preferential rates and terms from time to time. If you are a staff member or an employee of ADCB at the time of obtaining a loan, you acknowledge and agree that ADCB will be entitled to vary such preferential rates and terms as it may in its sole discretion deem fit upon you ceasing to be a staff member or employee of ADCB.

GLOSSARY

What do certain capitalised and other terms mean?

- ▶ The questions and headings used in these Terms and Conditions are for convenience only and will not affect the interpretation of any of these Terms and Conditions.
- ▶ Unless the context otherwise requires, the singular includes the plural and vice versa, and references to one gender include the other.
- ▶ Words implying a person or party will, as the case may be, include a sole proprietor, individual partnership, firm, company, corporation or other natural or legal person.
- ▶ Unless otherwise stated, references to dates, months and years will correspond to the Gregorian calendar.
- ▶ Unless otherwise stated, any reference for you to “contact” or “notify” (or any other analogous action) ADCB, means contacting or notifying ADCB by any form of Customer Communication (in accordance with Clause 2 of part 1) or by any other means acceptable to ADCB from time to time for the purpose of receiving such contact or notification from you.
- ▶ Unless otherwise stated, any reference for ADCB to “contact” or “notify” (or any other analogous action) you, means contacting or notifying you by any form of Bank Communication (in accordance with Clause 3 of part 1) or by any other means deemed appropriate by ADCB from time to time for the purpose of conveying such contact or notification to you.
- ▶ Capitalised terms (e.g. ‘Bank Communications’) have the meanings given to them below.

Aadhaar Number 12-digit unique identification number issued to an individual by the UIDAI, pursuant to Section 3 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016.

Account any bank account opened by you with ADCB.

Account Information (without limitation) any information concerning you (or a Supplementary Cardholder) and your Account(s), including but not limited to the Account Number, the amount of interest paid or credited to the Account, Account transactions, Account balance, Debit Card Number, your (and, if you are an entity or Consumer Retail Customer, your beneficial owners’) name, Address, date/place of birth, country of residence, Aadhaar number, PAN number, information relating to any funds or investment(s) held by ADCB on your behalf or other financial information.

Account Number the unique serial number, as designated by ADCB in its sole discretion from time to time, to each Account opened with ADCB.

ADCB Abu Dhabi Commercial Bank PJSC, a Public Joint Stock company incorporated in United Arab Emirates having commercial license number CN-1002016 and its registered address at P.O. Box 939, Abu Dhabi, United Arab Emirates and carrying on banking business, *inter alia*, in India through its branches as a scheduled commercial

	bank with foreign company registration number F00920 (including its successors and assigns).
ADCB Offering	any product, service, facility, benefit or reward program provided by ADCB from time to time.
ADCB Policies	ADCB's own policies and procedures (as amended from time to time by ADCB in its sole discretion).
Additional Products and Services	any ADCB Offering introduced from time to time, not specifically covered in these Terms and Conditions.
Address	<p>any of the following contact details (as applicable):</p> <ul style="list-style-type: none"> (A) physical correspondence address (including your residence, principal place of business or other physical address); (B) landline telephone number; (C) mobile telephone number; (D) fax number; (E) e-mail address; and/or (F) any other point of contact or means of reaching you for the purpose of delivering Bank Communications in any form, <p>as maintained in the Records from time to time.</p>
Affiliates	ADCB's subsidiaries, parents, shareholders, affiliates, associates, directors, employees, officers, representatives, branches, partners, professional advisors, service providers, assignees, agents, insurers, third party contractors, third party banks and financial institutions, credit reference agencies or reporting agencies, debt collection agencies and their respective successors, but excluding the third party providers of any Third Party Offering.
Alerts	messages or notifications (other than Mobile Responses) sent by ADCB to the Customer by SMS, email, secure messaging service or any other available means of communication.
Annual Membership Fee	an annual fee as prescribed by ADCB for your each Supplementary Card when issued or renewed.
Applicable Laws	any applicable law (including but not limited to FEMA or any other laws and regulations issued by the RBI or any other regulator of ADCB), Regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanction regime, court order, agreement between ADCB and any government and regulatory authority, or agreement or treaty between government and regulatory authorities (in each case, whether local, foreign or international).

Approval Letter	an interim approval Letter from ADCB to you setting out the principal details of a Loan, and any additional terms and conditions relating to that Loan (or the disbursement thereof).
ATM	an automated teller machine or any Debit Card operated machine or device whether belonging to ADCB or other participating banks or financial institutions, which accepts a Debit Card or ATM Card.
ATM Card	a card issued to you by ADCB allowing you to use an ATM to check your Account balance and to make deposits into your Account, but not to make any withdrawals or carry out any other transactions.
Available Balance	the current balance of the Account less any deposited cheques or other payment orders drawn on other banks, in both cases which have not been cleared and less any un-cleared amounts or amounts which have been blocked or frozen by ADCB in the exercise of its rights under these Terms and Conditions.
Bancassurance	an insurance product provided through ADCB acting as an intermediary.
Bank Communications	all notices, notifications, cards, PINs, OTPs, Security Information, cheque books, cashier's orders, Statements of Account, demands, advice, Alerts, Mobile Responses, Telephone Responses, emails, receipts or any other communication sent by ADCB to you.
Banker's Cheque	a cheque issued by ADCB payable to the order of a specified beneficiary for a payment and presentation within India.
Branch	any of ADCB's branches in India.
Business Day	any day on which banks in India are open for business.
Call Deposit Account	an Account available in certain currencies prescribed by ADCB from time to time, which provides you with instant access to your funds as further described in Clause 4 of part 2.
Card	a Debit Card.
Card Account	With respect to a Debit Card, a Debit Card Account.
Card Charges	With respect to a Debit Card, Debit Card Charges.
Card Limit	With respect to a Debit Card, the Spending Limit.
Cardholder	a Debit Cardholder.
Card Scheme Provider	Visa [®] or MasterCard [®] (as the case may be) or such other name as may be used to designate the aforementioned.
Card Transaction	with respect to a Debit Card, a Debit Card Transaction.
Cash Withdrawal	any amount obtained by use of a Debit Card or the PIN or in any manner authorised by the Debit Cardholder from an ATM, ADCB or

		any other bank or financial institution for debit from a Debit Card Account.
Charges		the charges, fees, costs, commissions, penalties, and other expenses (including any Card Charges) payable by you to ADCB in relation to the ADCB Offerings, or in connection with ADCB's compliance with any regulatory obligations as may be set out in the Schedule of Fees or otherwise prescribed by ADCB from time to time.
Chip		a secure microprocessor embedded in a Card allowing an advanced verification mechanism upon payment and convenient usage options.
Confidential Information		your Account Information, Security Information, any Bank Communications, Customer Communications and any other information of a confidential nature.
Consumer Retail Customer		any individual.
Constitutional Documents		Memorandum of association, articles of association, certificate of incorporation and if issued, certificate of commencement of business.
Contactless Technology		a contactless technology feature allowing a Card to be tapped on certain card readers at selected Merchant outlets to effect a Card Transaction.
Crossed		that the face of the cheque has two parallel lines drawn across it.
CSP		a cellular service provider.
Current Account		a transactional Account as further described in Clause 1 of part 2.
Customer		anyone who uses, participates in, purchases or subscribes to any ADCB Offering.
Customer Communications		all notices, instructions and other communications sent by you to ADCB.
Cut-off Time		the latest time in a Business Day at which transactions carried out on that Business Day are processed, as prescribed by ADCB from time to time and in its sole discretion and as such may vary for transactions effected via Internet Banking or at particular Branches.
Debit Card		a debit card issued by ADCB to a Customer (and includes primary, new, renewed and replacement cards and any Supplementary Card), which is used to enable Debit Card Transactions.
Debit Account	Card	an Account to which your Debit Card is linked.
Debit Charges	Card	any one or more of the fees and/or charges associated with the use of the Debit Card set out in the Schedule of Fees or otherwise

notified to you from time to time by ADCB, which are subject to change from time to time in ADCB's sole discretion.

Debit Cardholder	a Customer to whom a Debit Card bearing that party's name is issued by ADCB, and includes the Primary Cardholder and any Supplementary Cardholder.
Debit Card Number	the number printed on the face of a Debit Card, or such other number designated as such by ADCB from time to time.
Debit Card Terms	the debit card terms and conditions set out in Clause 10 of part 2, any other clauses of these Terms and Conditions applicable to Debit Cards (including, but not limited to, Clause 17 of part 1) and any supplemental terms and conditions applicable to Debit Cards that may from time to time be in force (which, for example, may include terms included in your Statement of Account).
Debit Card Transaction	any purchase of goods and/or services, Cash Withdrawals or any other transactions effected by the use of a Debit Card (including any Supplementary Card), PIN, OTP or in any other manner authorised by the Debit Cardholder (or Supplementary Cardholder as the case may be).
Default Interest	interest payable by you for late payment, or a Termination Event, in relation to a Loan, as further described in Clause Error! Reference source not found. of Section A of part 6.
Digital Confirmation	has the meaning given to it in Clause 3.1 of part 1.
Electronic Banking	Internet Banking.
Electronic Banking Terms	the General Electronic Banking Terms and the Specific Banking Terms.
Electronic Instruction	an Internet Banking Instruction.
E-Statement	the monthly or other periodic electronic statement issued by ADCB to the Customer showing the balance and transactions on an Account during the period covered by the statement.
Exceptional Overdraft Amount	the amount of withdrawal from an Account by which the Spending Limit is exceeded without you having previously applied to ADCB for an Overdraft in respect of that amount.
Exceptional Overdraft Interest	interest that will be charged to an Account for the Exceptional Overdraft Amount at the Prevailing Rate.
Exchange Rate	with respect to the conversion of one currency to another, the prevailing rate of exchange as prescribed by ADCB.
FATCA	the Foreign Account Tax Compliance Act 2010 of the United States of America and related US Treasury Regulations (as amended from

time to time) and any similar legislation or regulation in force in any other jurisdiction from time to time.

FATCA/CRS Obligations

obligations under FATCA, any intergovernmental agreement between India and the US or any other country in relation to the implementation of FATCA, any similar, existing or future regime intended to secure the exchange of information for purposes connected to taxation, including (without limitation) the OECD Common Reporting Standards, any similar legislation or regulations in force in any other jurisdiction from time to time and/or any intergovernmental or other agreements made and laws and/or regulations (local or otherwise) adopted pursuant to the implementation of the foregoing.

FEMA

Foreign Exchange Management Act, 1999 and all rules and guidelines issued thereunder.

Fixed Term Deposit Account

an Account into which you make Fixed Term Deposits as further described in Clause 3 of part 2.

Fixed Term Deposit

has the meaning given to it in Clause 3.1 of part 2.

Form

any form prescribed by ADCB for a particular purpose (such as but not limited to an application for a particular ADCB Offering or an instruction to ADCB) which may be completed:

- (A) in writing, in physical or electronic form;
- (B) by verbal instruction, in person or over the telephone;
- (C) via Electronic Banking or by any other electronic or digital method of acceptance including but not limited to email or fax; and/or
- (D) any other means of instruction or confirmation prescribed by ADCB from time to time.

Funds Transfer

a transfer of funds out of an Account to another Account or an account of any other bank or financial institution, in INR or any other currency permitted by ADCB, as instructed by the Customer and in accordance with Clause 7 of part 2.

General Electronic Banking Terms

the common terms applicable to Internet Banking set out in Clause 1 of part 3 and any supplemental terms and conditions applicable thereto that may from time to time be in force.

General Loan Terms

the common terms applicable to any Loan set out in Section A of part 6 and any supplemental terms and conditions applicable thereto that may from time to time be in force.

Goods

any goods which are to be purchased by you with a Smart Loan.

GST

Goods and Service Tax, as levied under the Central Goods and Service Tax Act, 2017 and the rules framed thereunder.

Guardian	until the minor reaches Majority: (A) the minor's father; (B) the minor's mother with authorisation by the minor's father or a Indian courts; or (C) any other legally appointed guardian.
Home Branch	the Branch at which an Account is held.
Intellectual Property Rights	patents, trademarks, service marks, rights (registered or unregistered) in any designs; applications for any of the foregoing; trade or business names; copyright (including rights in computer software) and topography rights; know-how; secret formulae and processes; confidential and proprietary knowledge and information; database rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world.
Interest Payment Date	the date on which an interest payment is due as advised or agreed by ADCB from time to time.
Internet Banking	the personal internet banking service that ADCB makes available on the Website, accessible through the internet network, to enable the electronic receipt and transmission of information and Internet Banking Instructions.
Internet Banking Instruction	any request, confirmation, consent, instruction or other similar communication sent by you to ADCB via Internet Banking.
Internet Banking Terms	the terms set out in Clause 2 of part 3 and/or any other supplemental terms and conditions applicable thereto that may from time to time be in force.
Investment Product	an investment product provided by or through ADCB acting as an intermediary.
Investment Services Terms and Conditions	ADCB's terms and conditions for wealth management, private banking and investments, as amended from time to time.
INR	the lawful currency of India.
ISP	the internet service provider used by the Customer.
Joint Account	an Account opened in accordance with Clause 13 of part 1.
Joint Account Holder	each of the Customers who holds a Joint Account.
Joint and Several Liability	in respect of: (A) each Joint Account Holder relating to the operation of a Joint Account;

- (B) each Cardholder relating to the use of a Card and any of its Supplementary Cards; and/or
- (C) each borrower relating to a Loan where such Loan has been jointly taken out by more than one borrower,

all Liability will be the individual responsibility of each individual Joint Account Holder, Cardholder or borrower (as the case may be), whether or not incurred by that person.

LIBOR	London Interbank Offered Rate as determined by ADCB from time to time.
Liability	(whether arising in relation to you, to ADCB or to any third party) any loss, claim, demand, delay, obligation, expense, damage, cost, proceedings, penalties or charges or any other liability including legal costs, for any loss however caused (including any loss whether direct, indirect, consequential or incidental, even if advised of the possibility of such loss or damages) and irrespective of whether any claim is based on the loss of profit, business revenue, investment, goodwill, interruption of business or anticipated savings or loss of data.
Loan	any Overdraft taken out by you.
Loan Advice	the notification sent to you (via email or otherwise) by ADCB confirming the disbursement of a Loan and containing, among other things, details of the Principal Amount, interest rate, term, and terms of repayment.
Loan Application	the Form that you use to apply for a Loan.
Loan Interest Rate	the interest rate payable by you in relation to a Loan as set out in the relevant Loan Advice or otherwise advised by ADCB, subject to variation by ADCB pursuant to Clause Error! Reference source not found. of Section A of part 6.
Loan Terms	the General Loan Terms and the Specific Loan Terms together with any relevant Loan Application, Approval Letter, and related Loan Advice.
Majority	the time at which a person reaches the age of 18 years.
Merchant	any party supplying goods and/or services who accepts a Card number as a mode of payment or reservation for purchase of goods and/or services from such party.
Minimum Balance	the minimum balance which you must have in a particular Account (subject to change from time to time by ADCB in its sole discretion and without any obligation to give prior notice to you).
Minimum Interest	the amount of interest (subject to change from time to time by ADCB in its sole discretion and without any obligation to give prior notice to you) which must accrue to an Account before the Customer will be eligible for receiving any interest on that Account.

Mobile Device	any personal electronic device used by the Customer to access and make use of Mobile Banking (for example, a smart phone or tablet).
Mobile Response	the information or confirmation of execution sent by ADCB to a Customer in response to a Mobile Request, and/or any other measures giving effect to any Mobile Request.
OFAC	the Office of Foreign Assets Control of the US Department of the Treasury.
OTP	a one-time password sent to you by ADCB in connection with a Card Transaction or for any other use of an ADCB Offering requiring such a password.
Overdraft	a temporary extension of credit to you from ADCB where your Account balance has reached zero, and which for the avoidance of doubt includes an Exceptional Overdraft Amount.
Paper Statement	the monthly or other periodic paper statement issued by ADCB to a Customer showing the balance and transactions on an Account during the period covered by the statement.
Password	a unique alpha-numeric expression used by a Customer to access Internet Banking.
Payment Due Date	the date on which any payment from you to ADCB is due.
PIN	the personal identification number selected by the Cardholder to enable the use of the Card at any Terminal.
Prevailing Rate	the applicable prevailing rate of interest specified by ADCB from time to time and which applies to a Loan or an Account (including for the avoidance of doubt a Credit Card Account) displayed on a notice board at a Branch, the Website or other places specified in these Terms and Conditions.
Primary Account Holder	the primary or first named Customer in relation to the opening of an Account.
Primary Cardholder	a Customer (other than a Supplementary Cardholder) who is issued (as the case may be): <ul style="list-style-type: none"> (A) a Credit Card (and any Supplementary Card, at the request of such Customer) to operate the Credit Card Account; and/or (B) a Debit Card (and any Supplementary Card, at the request of such Customer) to operate the Debit Card Account.
Principal Amount	in respect of a Loan or the outstanding balance in a Credit Card Account, the aggregate amount that remains outstanding, including any accrued and unpaid interest and/or Charges.
Products and Services	has the meaning given to it in Clause 1.9 of Part 1.

Prohibited Country	any country designated from time to time by Applicable Laws as a country with which dealings should be restricted.
RBI	the Reserve Bank of India, established under the Reserve Bank of India Act, 1934.
Records	any data, recording, book, documentation, record or account maintained by ADCB in any form, whether originals or copies, including but not limited to printout, digital, electronic, audio or video in respect of a Customer, the Customer's use of any ADCB Offerings, Account Information and any dealings or correspondence with the Customer.
Regulations	any sanctions programs, tax regulations or other regulations or recommendations including without limitation, embargoes, sanctions, and export controls against countries, states, entities, vessels or persons issued by the United Nations, OFAC or any other applicable body or jurisdiction (in each case, whether local, foreign or international).
Right of Set-Off	<p>the right of ADCB to apply any:</p> <p>(A) sum standing to the credit of one or more of your Account(s) (of whatsoever description, whether held singly or jointly with others, and wherever located and whether in INR or in any other currency); and/or</p> <p>(B) of your other assets in ADCB's custody or control including but not limited to securities, bonds, collateral, shares, shipping documents, banknotes, coins, gold or other valuables and property of whatsoever nature,</p> <p>in or towards the discharge of any of your obligations due to ADCB (whether such obligations are actual or contingent, primary or collateral and joint or several).</p>
Savings Account	an Account designed to allow you to save money and earn interest on cash held in the Account as further described in Clause 2 of part 2.
Schedule of Fees	any schedule of ADCB's Charges and interest rates applicable from time to time and made available at any Branch upon request or on the Website, as may be amended from time to time.
Secure Key	any authentication device or other security tool (in physical or electronic form) provided to you by ADCB from time to time, allowing you to access Internet Banking or any other ADCB Offering that ADCB determines requires such secured access protocols.
Security	any collateral, pledge, lien, mortgage, charge, guarantee, assignment, undertaking or any other similar security.
Security Information	your User ID, Password, vocal password, your secret answers to any security questions and any other information that ADCB may require you to provide in order to access Electronic Banking.

Self Service Terminal	a terminal or device (including an ATM) that is self-operated that reads, captures and transmits Card information in an unattended environment and provides the Cardholder with the product and/ or service requested (which may, depending on the terminal or device, include Cash Withdrawals, Cash Advances, Funds Transfers, the ability to make deposits into your Account and such other functions as made available by ADCB from time to time).
SMS	short messaging service sent over a Mobile Device.
Specific Features	the specific features available and/or supplemental terms and conditions applicable to a particular ADCB Offering, and which will be disclosed and/or available on, or through, the Website or on such other forum as prescribed by ADCB from time to time.
Specific Loan Terms	as applicable, any supplementary terms and conditions that may from time to time be in force.
Spending Limit	the amount of available funds in an Account including any authorised Overdraft limit assigned to that Account.
Statement of Account	an E-Statement or a Paper Statement, as applicable.
Supplementary Card	a supplementary Card issued to a Supplementary Cardholder at the request of a Primary Cardholder.
Supplementary Cardholder	a party who has been issued a Supplementary Card.
Tax Obligation	any obligation to deduct or withhold for or on account of any tax (including under GST), levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same as well as any related obligation to provide information and make notifications), including, but not limited to, any applicable FATCA/CRS Obligations.
Terminal	a Self Service Terminal or other point of sale terminal and through which Card Transactions can be effected.
Termination Event	any event or circumstance described in the following Clauses and Sections of part 6: Clause Error! Reference source not found. of Section A, Clause Error! Reference source not found. of Section B, Clause Error! Reference source not found. of Section F and Clause Error! Reference source not found. of Section G, or otherwise described as such in these Terms and Conditions.
Terms and Conditions	<p>(A) these general terms and conditions for consumer banking;</p> <p>(B) the terms of any application form in respect of any ADCB Offering; and/or</p> <p>(C) the terms of any Loan Advice,</p>

		as amended or supplemented from time to time.
Third Party Offering		any product, service, facility or a benefit provided by a third party provider and marketed by ADCB.
TSP		the telecommunications service provider used by the Customer.
UIDAI		Unique Identification Authority of India.
Unforeseen Circumstances		acts of God or other unforeseen circumstances outside of ADCB or its Affiliate's control, which impacts the ADCB or its Affiliate's ability to perform any of its obligations under these Terms and Conditions including, without limitation, failure or unavailability of telecommunications systems and communications networks, unavailability or impairment of computer or data processing/storage facilities, mechanical failure, power failure or variation in the supply of power, malfunction, breakdown or inadequacy of equipment, machinery, systems or software failure, Viruses, strikes, riots, acts of war, lockouts or industrial disturbances and/or governmental action.
US		the United States of America.
User ID		the identity number assigned to the Customer by ADCB for accessing Internet Banking.
Vehicle		the vehicle described in the Loan Application for the Car Loan and includes all accessories, attachments, replacements, renewals and registrations from time to time of the Vehicle.
Virus		a computer virus and/or other mobile code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable or disrupt any software, hardware, data or other property.
Website		www.adcbindia.com or any one or more other internet domains specified by ADCB from time to time.
Website Information		the information and materials (including text, graphics, links or other items) made available or accessed through Internet Banking and/or on the Website.
You or "you"		the party applying for an ADCB Offering or the Customer, and "Your" will be construed accordingly.