

**ABU DHABI COMMERCIAL BANK PJSC
WHOLESALE BANKING TERMS AND CONDITIONS**

How these Terms and Conditions work

These Terms and Conditions contain the following parts:

Part 1 – General Terms

Part 2 – Terms and Conditions for Types of Deposit Accounts

Part 3 – Electronic Banking Services

Part 4 – Card Terms

Glossary

Effective from 1st July 2018



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PART 1: GENERAL TERMS

1. INTRODUCTION

- 1.1 These Terms and Conditions govern your corporate banking relationship and interaction with ADCB and shall continue to apply throughout your relationship with ADCB.
- 1.2 Unless stated otherwise, this Part 1 and the applicable definitions set out in the Glossary apply to each ADCB Offering.
- 1.3 The remaining parts of these Terms and Conditions are only relevant to the ADCB Offering to which such Part relates and are only relevant to you where we have agreed to provide such ADCB Offering to you.
- 1.4 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 shall be disclosed and/or available on, or through, the Website or on such other forum as prescribed by ADCB from time to time. References to "Terms and Conditions" contained herein shall, where applicable, be deemed to include any Specific Features and any supplemental terms and conditions.
- 1.5 In the event of any conflict or inconsistency between this Part 1 and the terms of a specific ADCB Offering (such as any provisions in the remaining Parts relating to that ADCB Offering or any Specific Features or supplemental terms and conditions applicable to that ADCB Offering), the latter shall prevail.
- 1.6 By taking any step prescribed by ADCB from time to time which amounts to an acceptance (including completion of any Form, use of any ADCB Offering and/or undertaking any Account activities), you confirm that you have read, understood, accepted and agreed to be bound by these Terms and Conditions.
- 1.7 You agree that any electronic or other method of acceptance of these Terms and Conditions prescribed by ADCB from time to time shall constitute your acceptance of and agreement to be bound by these Terms and Conditions and any applicable Specific Features as if you had accepted and agreed to be bound by them in writing.
- 1.8 These Terms and Conditions, and any further contractual documentation ADCB may issue to you from time to time, constitute the entire agreement between you and ADCB and supersede and extinguish all previous agreements, promises, assurances, representations, warranties, and understandings between you and ADCB, whether written or oral, relating to their subject matter.
- 1.9 You agree that you shall not have any remedy in respect of any statement, assurance, representation or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions, or in any further contractual documentation ADCB may issue to you from time to time. You agree that you shall not have a claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions or any other documentation supplied by ADCB.

2. CUSTOMER ON-BOARDING AND INFORMATION REQUIREMENTS

- 2.1 To open an Account and transact with ADCB, you must prove your identity, address and financial standing by providing such information as ADCB may prescribe and in a form and substance that is acceptable to ADCB. Such information may include:
- 2.1.1 your Address;
 - 2.1.2 copies of your Constitutional Documents, business licences and permits (including such corporate authorisations and other information and documents as may be requested by ADCB);
 - 2.1.3 the power of attorney and the names, signatures and titles of persons who shall have authority to operate the Account and transact on your behalf (as well as any identification or other documentation for such persons as may be required by ADCB) under such power of attorney;
 - 2.1.4 a description of the purpose for which the Account shall be used;
 - 2.1.5 information and/or documentation to establish the identities of your ultimate beneficial owners, including their respective tax identification numbers, date/place of birth, residence and/or citizenship and the source of funds and wealth;
 - 2.1.6 any tax information and certifications or other information and documents in connection with any Tax Obligation requested by ADCB;
 - 2.1.7 all such information as may be required by ADCB in order to conduct its "know your customer (KYC)", anti-money laundering, counter-terrorism financing and Sanctions procedures; and
 - 2.1.8 document evidencing the Aadhaar Number of the person(s) in whose favour the power of attorney as mentioned in paragraph 2.1.3 has been issued and if such person(s) is not eligible to be enrolled to get Number then a document evidencing the PAN of such person(s) and officially valid document as prescribed by Reserve Bank of India from time to time.
- 2.2 You must inform ADCB if your Account is being opened and held on behalf of any third party beneficiaries, whether in a fiduciary or any other capacity. You must also 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 third party beneficiary arrangements are between you and the third party beneficiaries; as such, you shall indemnify and hold harmless ADCB and its Affiliates from and against any Liability arising as a result of you holding an Account on behalf of any such third party beneficiaries and, for the purposes of account operation, ADCB shall be under no obligation to ensure, or have any responsibility or Liability for ensuring, that the Account is operated in accordance with the terms of any such arrangement between you and any such third party.
- 2.3 You 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:
- 2.3.1 withhold a proportion of the Available Balance (including interest), as required by any governmental authority or under any applicable Tax Obligations;

- 2.3.2 suspend, freeze, block, or put a hold on your Account in accordance with Clause 16; and/or
- 2.3.3 close your Account in accordance with Clause 18.
- 2.4 You undertake to provide ADCB with appropriate information/and or documents (including latest photograph/s, identity proof, address proof, authorized signatories, mandate holders, beneficial owners, etc.) in accordance with ADCB's policies and Applicable Laws; to ensure that any changes/ updates in the KYC/ profile information are duly updated in the records of ADCB.
- 2.5 You must advise ADCB immediately of any changes (including expiration) in your Address, domicile (including tax residence), Constitutional Documents and any other information and/or documentation that you have provided to ADCB, and furnish ADCB with any such updated information. Such Communications shall be received by ADCB in accordance with Clause 3.

3. NOTICES

Your Communications with ADCB

- 3.1 ADCB may, from time to time, require you to send Communications in a specific form or by a specific method (including in writing, fax, email, SWIFT, secure messaging, and Electronic Instruction), for any reason ADCB considers appropriate. Communications shall only be deemed to be validly given or served by you when received by ADCB.
- 3.2 You understand that ADCB shall be entitled to rely upon, and may process, any Communication that ADCB believes in good faith to have been issued by you or on your behalf and that ADCB shall not be obliged to seek confirmation of the authenticity of the Communication.
- 3.3 ADCB shall only act upon any Communication that is required to be made by you in writing where it is duly signed by you or your Authorised Signatory as per the specimen signature in the Records.

Electronic Communications

- 3.4 ADCB may refuse to act upon a Communication received from you by fax, email, secure messaging or Electronic Instruction until it has received the original written Communication duly signed by you (or your Authorised Signatory) 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 Communication. If this is required:
- 3.4.1 such documents must be delivered to ADCB immediately after the execution of such transactions in such form as ADCB may require; and
- 3.4.2 failure to deliver such original documents shall not affect your responsibility in connection with such Communications or transactions, but may entitle ADCB to cancel, void or not initiate the transaction or not acknowledge receipt of or act on the Communication.

- 3.5 If ADCB attempts to contact you at your Address for verification purposes, but is unable to confirm and/or verify the authenticity of your Communication, ADCB may elect not to process it.
- 3.6 You agree that while the Information Technology Act, 2000 (IT Act) prescribes that a subscriber may authenticate an electronic record by affixing his/ its digital signature which has been given legal recognition under the IT Act, but any authentication done by ADCB by using the Customer's Mobile Phone Number, Identification Data or any other method as may be decided by ADCB, which may not be recognized under the IT Act for authentication of electronic records, shall be acceptable and binding to the Customer and hence you are solely responsible for maintenance of the secrecy and confidentiality of the Customer Identification Data without any liability to ADCB.

Delay or refusal to process Communications

- 3.7 ADCB may delay or refuse to process any Communication:
- 3.7.1 if ADCB believes that it is not accurate or authentic;
- 3.7.2 if ADCB could or would be in breach of any Applicable Laws, its internal policies or any other duty by processing it;
- 3.7.3 if a transaction executed based on your Communication would breach any restrictions imposed by or on ADCB from time to time (such as any applicable maximum or minimum daily limits);
- 3.7.4 if ADCB suspects a breach of security or fraudulent activity; and/or
- 3.7.5 for any other valid reason.

Communications from ADCB to you

- 3.8 ADCB may send Communications with respect to these Terms and Conditions and/or any ADCB Offering to your Address, through any method of communication it deems appropriate, including hand delivery, fax, email, SMS, telephone, secure messaging, via the MobileApp, Internet Banking or posting notices on the Website. You shall bear all risk of any Liability in connection with the delivery of Communications.
- 3.9 Unless ADCB agrees otherwise in writing, any Communication is deemed to be validly given to you:
- 3.9.1 where it has been sent by post to your Address, on the fourth Business Day after the day of sending;
- 3.9.2 where it has been sent by courier to your Address, on the day upon which the courier company confirms delivery;
- 3.9.3 where it has been sent by way of hand delivery to your Address, on the day it has been left at your Address (if a Business Day) or the next Business Day (if it has been left at your Address on a day which is not a Business Day);
- 3.9.4 where posted on the Website, on the day upon which such posting comes online; and/or

- 3.9.5 where it has been sent by fax, email, SMS, telephone, secure messaging, MobileApp, or Internet Banking to your Address, on the day of sending.
- 3.10 In the event that a 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 Communication (for example, signing an acceptance form and providing proof of identification). You agree that any Digital Confirmation provided by you shall:
- 3.10.1 be as valid as if it had been provided in writing; and
- 3.10.2 constitute an acceptance for the purposes of these Terms and Conditions. In addition, you hereby consent to the deliverer of the Communication passing any such Digital Confirmation to ADCB.

Communications lost or not received

- 3.11 If you suspect that any Communications have been lost or stolen or you suspect that someone unauthorised has tried to access or use them, you must immediately notify ADCB.
- 3.12 You shall indemnify and hold harmless ADCB and its Affiliates from and against any Liability incurred prior to your notification of any loss, theft, or unauthorised use of Communications from ADCB.
- 3.13 ADCB may re-issue any lost or non-received Communications to you provided that you pay ADCB upon its request for the cost of such re-issuance.
- 3.14 If subsequently found, you must return any Communications previously believed to be lost to ADCB for cancellation.
- 3.15 ADCB may, from time to time, send you Communications relating to the promotion of an ADCB Offering (whether existing or new). You hereby consent to ADCB sending such Communications to you.

Communications by Telephone, Mobile, Fax and Internet

- 3.16 While ADCB shall take all reasonably practicable steps to ensure that your transactions are secure and all Communications between you and ADCB are private and confidential, you agree that giving Communications by telephone, mobile, fax or internet (whether via Internet Banking, Mobile Banking, Telephone Banking, secure messaging, email or otherwise) is not a completely reliable, secure and confidential means of communication.
- 3.17 If you choose to communicate and/or receive Communications through such means, it is entirely at your own risk.

4. CHANGES TO THESE TERMS AND CONDITIONS

- 4.1 To the extent permitted by Applicable Laws, ADCB may change, replace, supplement or delete any of these Terms and Conditions (including changing any interest rates (such as any Prevailing Rate), Charges, and any features of the ADCB Offerings) at any time. If there are any changes to these Terms and Conditions, ADCB shall give you notice of such changes through any means of Communication deemed appropriate by ADCB.

- 4.2 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.
- 4.3 If you object to any changes to these Terms and Conditions, ADCB shall have the right to terminate its relationship with you.
- 4.4 For the avoidance of doubt, the rebranding or renaming by ADCB of any ADCB Offering shall not be construed as a change to these Terms and Conditions. ADCB shall have the right to change the branding or name of any ADCB Offering at any time without any obligation to notify you.

5. SECURITY MEASURES

- 5.1 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.
- 5.2 You must ensure that no unauthorised party shall have access to your Banking Items or Confidential Information. You must take all necessary care to prevent any unauthorised use of, or access to, such information or items and comply with any security requirements prescribed by ADCB from time to time (including any additional security requirements in respect of specific ADCB Offerings).
- 5.3 If you become aware or suspect that any of your Banking Items or Confidential Information have been lost, stolen or disclosed to a third party, or you become aware of any unauthorised use of or access to your ADCB Offerings, you must immediately notify ADCB and follow any instructions given to you by ADCB.
- 5.4 Unless and until you notify ADCB of the loss, theft or disclosure of your Banking Items or Confidential Information or any unauthorised use or access in accordance with Clause 5.3, ADCB shall not be responsible for any unauthorised use of, or access to, your ADCB Offerings and you shall indemnify and hold harmless ADCB and its Affiliates from and against any Liability arising out of such unauthorised use or access.

6. RECORDS AND EVIDENCE

- 6.1 You consent to the recording of Communications (including emails, faxes and telephone conversations) between you (including any of your Affiliates) and ADCB (including any of its Affiliates and any other entity). You also consent to ADCB retaining all Communications sent to ADCB by you or on your behalf in any medium. If relevant, you agree to obtain any necessary consents from (and give any necessary notice of these recordings and retention to) your Affiliates. You also agree that, to the extent permitted by Applicable Laws, these recordings, all other Communications (including copies, printouts or electronic versions of fax, email, SMS and other electronic transmissions and data) and any of the Records may be submitted as evidence in any dispute, including in a court of law or any other arbitral or other legal proceedings, between you and ADCB or its Affiliates.
- 6.2 You consent to ADCB for maintaining all electronic and physical records of information relating to you in accordance with the Applicable Laws.
- 6.3 ADCB may, throughout the term of your use of any ADCB Offering and any time thereafter, retain the Records electronically or by such other methods of storage as may be convenient to ADCB. You agree that printouts or copies of all such documents shall constitute properly

executed legal instruments and shall constitute conclusive evidence of the genuineness of the contents thereof as per the provisions of the Bankers' Books Evidence Act, 1891.

- 6.4 The Records shall be conclusive and binding evidence of any transactions, liabilities, Communications and instructions between you and ADCB (including where any service is provided by ADCB in coordination with a third party), irrespective of whether the instructions were given verbally, in writing or electronically and, as such, any certificate or any other statement issued by ADCB shall be final and conclusive evidence of the same.
- 6.5 You hereby 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.
- 6.6 ADCB shall take reasonable care to maintain the Records. However, you 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.

7. DISCLOSURE OF INFORMATION

- 7.1 You agree that ADCB may disclose, without the need for further consent or approval from you or notification to you, details regarding you, your Account Information and/or your use of any ADCB Offerings (including where applicable, information in relation to your beneficial owners) to any person where reasonably necessary to enable the provision of the ADCB Offerings, to protect ADCB's legitimate interests or to comply with Applicable Laws or ADCB's internal policies. For the purposes of any disclosures made in accordance with this Clause and Clause 7.2, you expressly waive, so far as permitted, any right in relation to the information or data disclosed, including any right to secrecy, that you have under any Applicable Laws and in any other jurisdictions.
- 7.2 Without prejudice to Clause 7.1, you agree that ADCB may disclose, without the need for further consent or approval from you or notification to you, details regarding you, your Account Information, and/or your use of any ADCB Offerings (including where applicable, information in relation to your beneficial owners) to:
- 7.2.1 any actual or potential participant or sub-participant in relation to any of ADCB's rights and/or obligations under any agreement with ADCB or its assignee, or transferee (or any agent or adviser of any of the foregoing);
- 7.2.2 any court or tribunal or regulatory, supervisory, tax or other governmental or quasi-governmental authority where ADCB:
- 7.2.2.1 is or may be required to comply with, or may decide to observe voluntarily and comply with the Applicable Laws, including Applicable Laws of jurisdictions in which ADCB or its clients operate and jurisdictions through which ADCB or its correspondents process or complete payments;
- 7.2.2.2 is or may be required by Applicable Laws, agreement with tax authorities, or its internal policies, to report such information to:
- (a) any international, national or local government or regulatory body or authority; or

- (b) the tax authorities in any country where ADCB maintains accounts for you or where ADCB reasonably considers or is required to presume that you are subject to tax; or
- 7.2.2.3 complies or seeks to comply (on a voluntary or mandatory basis) with any disclosure requirements under any Tax Obligations;
- 7.2.3 any credit bureaus (including but not limited to the Credit Information Bureau (India) Limited) or reference agencies as ADCB chooses to use from time to time for the purposes of obtaining or providing credit references and other information; and/or
- 7.2.4 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.
- 7.3 You agree that ADCB may, throughout your 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 (including where applicable, information in relation to your beneficial owners) or any other service provided by ADCB to you.
- 7.4 ADCB may at any time make enquiries about you and request any information relating to you that ADCB considers appropriate from any financial institution, credit bureau or reference agency (including but not limited to TransUnion (CIBIL) Limited) or any other source that ADCB considers necessary, to assess your ability to meet your commitments. You authorise ADCB (and its Affiliates acting on its behalf) to make such enquiries and obtain such information.
- 7.5 You agree that ADCB may, at any time, provide your name and details of your default in the payment of any fees, charges or other amounts in accordance with any Applicable Law.
- 8. TAX COMPLIANCE**
- 8.1 As part of its compliance with any Tax Obligations, ADCB and/or its Affiliates may be required to deduct or withhold tax on payments for or to account for a Tax Obligation. If applicable, in case you want to apply for an exception from any such deduction or withholding, you will provide ADCB with the necessary forms and evidence at all the times and in the form required by ADCB, including US source income, as well as gross proceeds from the sale of securities that generate US source income.
- 8.2 You agree that you shall promptly notify ADCB of any change in rate, basis or classification relating to a Tax Obligation, including any subsequent changes in your FATCA status or classification.
- 8.3 You agree to provide your PAN No. or Form 60 or any other document as may be prescribed by tax authorities from time to time for opening the Account, acceptance of cash deposits etc. in accordance with the provisions of Rule 114B to 114D of the Income Tax Rules, 1962 (as amended or modified from time to time) and compliance thereof.
- 8.4 You agree to provide to ADCB any documentation, forms and other information relating to your status under FATCA or in respect of Tax Obligations or any other information required under any Applicable Laws that ADCB may request from time to time.

- 8.5 For the avoidance of doubt, ADCB is entitled to make payments to you subject to any withholding or deduction required pursuant to a Tax Obligation.
- 8.6 No additional amount shall be payable to you or held for you by ADCB or its Affiliates to compensate for such withholdings or deductions made in compliance with any applicable Tax Obligation.
- 8.7 For the avoidance of doubt, you agree that neither ADCB nor any of its Affiliates has given you any tax or other legal advice, and you are solely responsible for taking tax and legal advice in connection with any ADCB Offering and understanding the tax consequences of using an ADCB Offering.

9. SANCTIONS COMPLIANCE

- 9.1 You represent, warrant and undertake that:
- 9.1.1 the monies and assets placed into any of your Accounts with ADCB have not been and shall not at any time be derived, directly or indirectly, from or be related to:
- 9.1.1.1 any unlawful activities (including money laundering or terrorist financing); or
- 9.1.1.2 any business or transactions with a Restricted Person;
- 9.1.2 none of your or any of your Affiliates' assets is blocked or designated under or is otherwise the subject of any Sanctions;
- 9.1.3 neither you nor any of your Affiliates:
- 9.1.3.1 is located or domiciled or will be located or domiciled in a Prohibited Country;
- 9.1.3.2 is a Restricted Person or is engaging in or has engaged in or will engage in any transaction or conduct that could result in you or any of your Affiliates becoming a Restricted Person;
- 9.1.3.3 is or ever has been subject to any claim, proceeding, formal notice or investigation with respect to Sanctions; or
- 9.1.3.4 is engaging or has engaged or will engage in any transaction or conduct that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach or causes ADCB to breach, directly or indirectly, any Sanctions.
- 9.2 You shall not use:
- 9.2.1 any of the ADCB Offerings;
- 9.2.2 any funds or assets resulting or derived from or related to your relationship with ADCB or its Affiliates (including funds held on your behalf and funds lent, made available or otherwise transferred to you by ADCB or its Affiliates); or
- 9.2.3 any of your other funds or assets,

for any transaction, either directly or indirectly, with any person or entity located or domiciled in a Prohibited Country or with any Restricted Person.

- 9.3 ADCB shall be under no obligation to undertake any action and/or provide any services to you or on your behalf if such action and/or services are contrary to any Sanctions and/or any internal policies of ADCB (and, for these purposes, no account shall be taken as to whether such Sanctions are applicable to ADCB).
- 9.4 You shall notify ADCB promptly upon becoming aware (and provide full details), if you or any of your Affiliates:
- 9.4.1 becomes, or is reasonably likely to become, a Restricted Person;
 - 9.4.2 has any dealings with any Restricted Person; or
 - 9.4.3 is subject to, involved in or threatened with any complaint, claim, proceeding, formal notice, investigation or other action by any regulatory or enforcement authority or third party concerning any Sanctions.
- 9.5 ADCB may voluntarily comply with any Applicable Laws and may interpret Applicable Laws to take any measure whatsoever to comply therewith.
- 9.6 If you request 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 Applicable Laws, ADCB may be required, and you authorise ADCB, to withhold all of part of that payment.
- 9.7 You agree that your deposits in cash will be subject to such limits as ADCB may specify in accordance with any RBI directives and internal policy. ADCB shall be entitled to refuse any cash for deposit if, in its sole determination, ADCB is unable to satisfy itself as to the origin of any such cash or if such deposit would result in or cause a violation of any Applicable Laws. The deposit of cash is subject to the laws/guidelines prescribed in relation to soiled notes, mutilated notes, forged notes etc.
- 9.8 You agree to deposit into the Account only such monies, which you are legally entitled to be deposited. In case of any cash deposits to be made in the Account exceeds the threshold for cash deposits as specified by RBI or any other government authority or as per the requirements of the Income Tax Act, 1961 (as amended from time to time), you are required to provide your PAN No. or Form 60 or any other document as may be prescribed by tax authorities.
- 9.9 The Bank shall consider transactions undertaken through the Mobile Banking channel in the same manner as normal Banking transactions for the purposes of assessment to consider whether the activity warrants filing of a “Suspicious Transaction Report (STR)” to the “Financial Intelligence Unit – India (FIU-IND)”.

10. CHARGES

- 10.1 ADCB shall have the right to levy such Charges in relation to any ADCB Offering (including in respect of any particular services, actions, events, processes or circumstances forming part of an ADCB Offering and including interest, transaction fees, and processing fees) as prescribed by ADCB from time to time. Without prejudice to Clause 11, ADCB may deduct any Charges due from you, without first giving notice to you, from any funds or assets standing to the credit of any of your Accounts.

- 10.2 If you do not have sufficient funds in your Account to pay any Charges, ADCB retains the right to debit your Account with such Charges and you shall be liable to repay any overdrawn amount to ADCB.
- 10.3 ADCB may, without providing you with any prior notice, vary or add to its Charges and you agree that all such variations and additions shall be binding on you.

11. RIGHTS OF ADCB

Creation of Pledge

- 11.1 You hereby acknowledge ADCB's right of banker's lien over your Accounts, the proceeds of those Accounts and all assets and investments held or maintained therein as security for the irrevocable and unconditional payment, performance and discharge of any Liability that you may have in favour ADCB. You also acknowledge that the value, type, and quantity of assets and/or investments held or maintained in your Accounts may fluctuate from time to time and that this shall not affect the validity or enforceability of this right of banker's lien over all such Accounts, assets and/or investments.
- 11.2 You agree that:
- 11.2.1 the pledge created by this Clause 11 shall apply to all assets and investments held or maintained in your Accounts at any given point in time; and
- 11.2.2 the description of the assets and investments held or maintained in your Accounts is of sufficient certainty to cover such assets and investments whether now existing or in the future.
- 11.3 You hereby unconditionally agree that you shall, upon ADCB's written request, provide and execute any and all documents and do all things necessary to register, record, perfect, and/or enforce the pledge granted pursuant to Clause 11.1 over your Accounts and all assets and/or investments held or maintained therein. This shall include the execution of any power of attorney requested by ADCB, and the execution, completion, registration, apostillation and notarisation of any documents or forms required for the registration, recording, perfection or enforcement of this pledge in any jurisdiction.
- 11.4 You hereby irrevocably appoint ADCB to be your attorney to complete, execute and deliver all documents and to take any actions to perfect all security granted by you in favour of ADCB pursuant to this Clause 11. You hereby ratify and confirm all actions taken by ADCB pursuant to this Clause 11.4.

Right of Set-off

- 11.5 You agree that, at any time, ADCB shall have the right to set off any amount owed to you by ADCB or its Affiliates and/or held in any of your Accounts with ADCB against any Liability (whether or not matured) or other amount owed by you or your Affiliates to ADCB or its Affiliates. This may be done without notice to or demand on you and whether or not an event of default has occurred.
- 11.6 In addition to any general Right of Set-Off of ADCB, you agree that ADCB may at any time and without notice, combine or consolidate all or any Accounts with ADCB of whatsoever description, whether held severally or jointly with others (to the extent of your proportionate share in such an Account), and wherever located and whether denominated in INR or in any other currency, and may set off or transfer any sum standing to the credit of one or more of

the Accounts or any other asset in ADCB's custody or control in or towards discharge of any sums due to ADCB or its Affiliates from you or your Affiliates, whether such liabilities be actual or contingent, several or joint, and you hereby authorise ADCB to convert any sum at the Exchange Rate for the purposes of this Clause 11.6. The combinations, consolidation, set-off and transfers referred to may be made on one or more occasions. Any exercise of its rights under these provisions shall not prejudice any Security held by ADCB or its Affiliates.

- 11.7 You agree that you shall not pledge, assign or otherwise encumber by way of Security your Accounts or any amounts deposited therein to any third party including any other bank.
- 11.8 It is agreed that in the event of default in meeting any Liability to ADCB or its Affiliates or if any legal proceedings are initiated against you, or there is a insolvency application (under the Insolvency and Bankruptcy Code 2016 or any other similar law) presented by you or against you before the National Company law Tribunal or any other judicial or non-judicial body or if you are declared bankrupt / insolvent, all credit balances maintained in Accounts held in your name may immediately be applied towards satisfying any Liability owed by you to ADCB or its Affiliates. No other party shall have any right against any such balances until all Liabilities (whether actual or contingent, primary or collateral, several or joint) owed by you to ADCB or its Affiliates have been fully satisfied.

12. FOREIGN CURRENCY ACCOUNTS

You agree that there are risks associated with Accounts denominated in foreign currencies. Accordingly, it is agreed that you are solely responsible for all such risks and any costs and expenses whatsoever arising (including those arising from any restrictions under Applicable Laws (such as exchange controls) and exchange rate fluctuations) in respect of any such Accounts, and associated with transactions involving any currencies other than INR.

13. FOREIGN CURRENCY TRANSACTIONS

- 13.1 Any foreign currency transaction under this clause shall be subject to the rules, regulations, notifications and guidelines issued by the RBI under FEMA.
- 13.2 If ADCB receives a payment to your Account in a currency different to the currency of the Account, such amount shall be converted into the currency of the Account.
- 13.3 If you make a payment in a currency different to the currency of the Account, you can request that ADCB converts the amount before it is sent from your Account.
- 13.4 Conversion from one currency to another shall be at the Exchange Rate applicable on the date of the transaction and subject to the relevant currency being available to complete the conversion.
- 13.5 If a Funds Transfer is between two different currencies and a transfer request is received after ADCB's cut-off time for conversion into the currency in which the transfer is being made, then ADCB may debit the Funds Transfer amount on the next Business Day at the Exchange Rate applied on that next Business Day.
- 13.6 When receiving funds into your Account:
- 13.6.1 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

- 13.6.2 payments in relation to currencies whose currency centres are closed shall be processed on the next business day of the relevant currency centre and no interest shall accrue on the expected payment during such delay.
- 13.7 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.
- 13.8 Withdrawals in a currency other than the currency of the relevant Account are subject to the relevant currency being available when the withdrawal is requested.
- 13.9 Deposits to or withdrawals from an Account which are made in a currency other than the currency of the Account shall be subject to such Charges as are prescribed by ADCB from time to time.
- 14. DELEGATION OF AUTHORITY TO OPERATE AN ACCOUNT OR DEAL WITH ADCB ON YOUR BEHALF**
- 14.1 You may appoint one or more persons to deal with ADCB on your behalf by completing ADCB's signature form for each Authorised Signatory, setting out his name and specimen signature. You must also promptly notify ADCB of any changes made from time to time to the list of your Authorised Signatories.
- 14.2 ADCB is entitled to rely on the list of Authorised Signatories on record with ADCB and on any instruction given by a person included in that list.
- 14.3 For the avoidance of doubt, a notice or information given by or to any of your Authorised Signatories shall be considered to have been given by or to you, as appropriate.
- 14.4 If you change the specimen signature of an Authorised Signatory, you shall be responsible for replacing, removing or destroying all instructions, mandates, cheques, and any other relevant documents bearing that Authorised Signatory's signature. ADCB shall not be responsible for, and you shall indemnify and hold harmless ADCB and its Affiliates from and against, any Liability incurred by ADCB in accepting, completing or clearing any such instructions, mandates, cheques and other relevant documents, which ADCB receives after the change of signature.
- 14.5 ADCB shall be entitled to deal and transact with your Attorneys in relation to your ADCB Offerings and these Terms and Conditions, even if your Attorneys are not Authorised Signatories. ADCB shall have no obligation to verify whether any of your Attorneys has been validly appointed (such as by reviewing any power of attorney appointing such Attorney) or is acting within the scope of any authority delegated to him. You shall remain responsible for the acts and omissions of your Attorneys as if they were your own, irrespective of whether such acts and omissions were within the scope of the Attorney's authority.
- 14.6 You shall ensure that in using any ADCB Offering or otherwise dealing with ADCB or its Affiliates, you shall comply (and shall procure that all of your Affiliates comply) with these Terms and Conditions. ADCB shall not be responsible for, and you shall indemnify and hold harmless ADCB and its Affiliates from and against, any Liability arising out of any act or omission by you and/or by any of your Affiliates when using or accessing (or attempting to use or access) an ADCB Offering.
- 14.7 ADCB may permit any person appearing to ADCB to be your representative to collect documents on your behalf. ADCB shall not be responsible for any Liability arising out of or

in connection with allowing your representative (or person appearing to be your representative) to collect documents from ADCB.

15. STATEMENT OF ACCOUNT

15.1 ADCB shall provide you with Paper Statements unless:

15.1.1 you have requested and ADCB has agreed to send you only E-Statements; or

15.1.2 you are an SME (although you may request to opt out of E-Statements, in which case you shall only be provided Paper Statements).

15.2 ADCB shall be deemed to have delivered a 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 thirty days from the date on which it would normally have been sent to you.

15.3 You shall continue to be liable to ADCB with regard to your obligations irrespective of the receipt or non-receipt of your Statement of Account.

15.4 If you disagree with any entry appearing in the Statement of Account, you must notify ADCB within fourteen days from the date of the Statement of Account, failing which you shall be deemed to have agreed to the correctness of all the entries in the Statement of Account and you shall not have the right to dispute any entry.

15.5 If ADCB agrees that there has been an error, ADCB shall take steps to correct it. ADCB may require you to provide further information or documents in order to conduct an investigation into any alleged error. You agree to comply with any such requirements.

E-Statements

15.6 Where applicable, an E-Statement shall be sent to your Address at the frequency prescribed by ADCB. 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.

15.7 ADCB may restrict or terminate your use of the E-Statement service. If this happens, ADCB shall notify you and provide you with Paper Statements.

15.8 If you are unable to access the E-Statement through Internet Banking, you must notify ADCB within seven days of the receipt of the E-Statement; if you fail to notify ADCB within this period you shall be deemed to have received and accessed the E-Statement.

16. SUSPENSION, FREEZING, BLOCKING, AND PUTTING ON HOLD OF AN ACCOUNT

16.1 Where ADCB deems it necessary for the protection of its interests or to comply with Applicable Laws or its internal policies, including if you or any of your Affiliates becomes subject to Sanctions or the Applicable Law or in the event of any action or proceeding referred to in Clause 20.11 being taken against you or any of your Affiliates, or if you are in contravention of the Applicable Laws or if you are conducting transactions in breach of sanctions regulations or otherwise due to any directive issued by the RBI, ADCB may at any time suspend or freeze your Account (including freezing or blocking any Card), block your transactions and/or put a hold on your Account.

16.2 If your Account is suspended, frozen, blocked or put on hold in accordance with Clause 16.1, ADCB may also suspend your access to any ADCB Offering.

16.3 While ADCB shall use reasonable endeavours to notify you before taking any action under Clause 16.1 or 16.2, it shall have the right to do so without notifying you in advance.

17. INACTIVE ACCOUNTS

17.1 ADCB may de-activate your Account and take any action that it deems necessary to safeguard the funds held in it if:

17.1.1 you have not initiated any activities through your Account for such period as may be prescribed by ADCB from time to time; or

17.1.2 ADCB is not aware of your most up-to-date Address details.

17.2 While your Account is inactive, ADCB shall have the right to deal with any amounts standing to the credit of your Account in any way permitted under Applicable Laws or these Terms and Conditions.

17.3 If you wish to re-activate your Account, you must contact ADCB and follow any procedures required by ADCB to re-activate the Account.

18. ACCOUNT CLOSURE AND TERMINATION

18.1 ADCB may close your Account and/or terminate your use of or access to all or any of the ADCB Offerings (including any specific part or parts of any particular ADCB Offering) without assigning any reasons for such closure or termination. Such action may be taken in situations including:

18.1.1 where you are subject to any event set out in Clause 20.11; or

18.1.2 where an Account has been opened whilst you are ‘under formation’, and the Account has not been regularised within ninety days of the date of account opening.

18.2 ADCB shall use reasonable endeavours to notify you before taking action under Clause 18.1.

18.3 You may request closure of your Account by using the relevant Form.

18.4 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.

18.5 Where you wish to close your Account, before your Account is closed:

18.5.1 you must replace any cheques that you have provided to third party payees with valid alternative forms of payment;

18.5.2 if ADCB makes any payments pursuant to cheques, Card Transactions or any other payment methods authorised by you, you must immediately upon demand reimburse such amounts to ADCB, including any Charges relating to such payments;

- 18.5.3 you must cancel any payments into and out of your Account. If anyone attempts to make a payment into your Account after it has been closed, ADCB shall take reasonable steps to return the payment to that person; and
- 18.5.4 you must comply with any instructions given to you by ADCB for closure of other Accounts and ADCB Offerings.
- 18.6 Once all of your obligations towards ADCB have been satisfied in full (as determined by ADCB), ADCB shall 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:
- 18.6.1 in cash;
- 18.6.2 by way of a cashier's order/draft sent to your Address;
- 18.6.3 by transfer to another active Account that you hold with ADCB; or
- 18.6.4 by transfer to another active account in the Customer's name at another bank, provided such transfer would not be in breach of Applicable Laws or ADCB's internal policies.
- 18.7 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 shall have the right to select one. You agree that until the remaining balance of your Account is paid to you, ADCB shall have the right to deal with such amount in any way permitted under Applicable Laws and these Terms and Conditions.
- 18.8 If your Account is closed within 6 months of its opening, there may be an applicable Charge.
- 18.9 In addition to any other termination rights that ADCB may have under these Terms and Conditions, ADCB shall have the right to terminate any ADCB Offering and its relationship with you if you breach any of your obligations in respect of any ADCB Offering, these Terms and Conditions and/or any of ADCB's internal policies.
- 18.10 In the event of termination of any ADCB Offering or breach by you of these Terms and Conditions, ADCB shall, 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.

19. FRAUDULENT OR MISTAKEN PAYMENTS INTO YOUR ACCOUNT

If a payment is fraudulently or mistakenly paid into your Account, for any reason whatsoever, you authorise ADCB to debit your Account by the amount of the payment. This may happen even if the funds are included in your Account balance, you have used the funds to make a payment, or have transferred or withdrawn all or part of them. If the deduction of the payment from your Account would make your Account go overdrawn, ADCB shall treat this as an informal request for an Overdraft. Neither ADCB nor its Affiliates shall be responsible for any Liability arising out of such event.

20. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 20.1 You hereby make the representations and warranties set out in Clauses 20.2 to 20.18 to ADCB at the commencement of your relationship with ADCB and they shall be deemed to be

repeated by you throughout the duration of your relationship with ADCB and your use of the ADCB Offerings.

- 20.2 You are duly incorporated/established and validly existing under the Laws of the jurisdiction of your incorporation/establishment.
- 20.3 The obligations expressed to be assumed by you under these Terms and Conditions constitute your legal, valid, binding and enforceable obligations.
- 20.4 The entry into, delivery and performance by you of, and the transactions contemplated by, these Terms and Conditions do not and will not conflict with:
- 20.4.1 any Law applicable to you or any of your Affiliates;
- 20.4.2 any order of any governmental or other authority or any judgment, order or decree of any court having jurisdiction over you or any of your Affiliates; or
- 20.4.3 any agreement or instrument binding upon you or any of your Affiliates or your or their assets.
- 20.5 You have the power to enter into, deliver and perform, and have taken all necessary action to authorise your entry into, performance and delivery of, these Terms and Conditions and the transactions contemplated by them.
- 20.6 No limit on your powers will be exceeded as a result of any transaction contemplated by these Terms and Conditions.
- 20.7 All authorisations, approvals, consents, and permits required or desirable to enable you lawfully to enter into, exercise your rights and comply with your obligations under these Terms and Conditions have been obtained and are in full force and effect.
- 20.8 Neither you nor any of your Affiliates is unable or has admitted your/its inability to pay your/its debts as they fall due, has suspended making payment on any of your/its debts, or has (by reason of actual or anticipated financial difficulties) commenced negotiation with one or more of your/its creditors with a view to rescheduling any of your/its indebtedness.
- 20.9 The value of your assets is not less than your Liabilities, taking into account contingent and prospective liabilities.
- 20.10 No moratorium has been declared in respect of your or any of your Affiliates' indebtedness.
- 20.11 No corporate action, legal proceedings or other procedure or step in relation to:
- 20.11.1 the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, insolvency, bankruptcy, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) in respect of you or any of your Affiliates other than a solvent liquidation or reorganisation;
- 20.11.2 a composition, compromise, assignment or arrangement with any of your or any of your Affiliates' creditors;
- 20.11.3 the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager or other

similar officer in respect of you or any of your Affiliates or any of your or your Affiliates' assets; or

- 20.11.4 the enforcement of any encumbrance over any of your or any of your Affiliates' assets,
- or any analogous procedure or step has been taken or threatened in relation to you or any of your Affiliates.
- 20.12 No expropriation, attachment, sequestration, distress or execution is affecting or has been threatened in relation to your or any of your Affiliates' assets.
- 20.13 Neither you nor any of your Affiliates has engaged or rewarded any person for engaging in or been engaged or been rewarded for engaging in any activity, practice or conduct for the purpose of or in connection with bringing about an improper performance by any person of a particular function or activity.
- 20.14 Neither you nor any of your Affiliates has breached any Applicable Laws or will use any ADCB Offering for an unlawful purpose.
- 20.15 Neither you nor any of your Affiliates is entitled in any jurisdiction to claim for yourself or any of your property or assets immunity in respect of any of your obligations under these Terms and Conditions from service of process, jurisdiction, suit, execution, attachment (whether before judgment, in aid of execution or otherwise) or other legal process.
- 20.16 Your entry into these Terms and Conditions constitutes, and the exercise of your rights and performance of and compliance with your obligations under these Terms and Conditions will constitute, private and commercial acts done and performed for private and commercial purposes.
- 20.17 You have, through due diligence, established the identities of all of your beneficial owners and the source of your, and each of your beneficial owners', funds and shall retain evidence of any such identities, any such source of funds and any such due diligence.
- 20.18 Any information and/or documentation that you have provided or will provide to ADCB (or a third party has provided or will provide to ADCB on your behalf) shall be complete, true, accurate and up-to-date. You authorise and agree to ADCB's verification of any such information and/or documentation from whatever sources it considers appropriate.
- 20.19 You agree that in order for ADCB to comply with Applicable Laws and its internal policies, it may take any measure whatsoever, including prohibiting additional deposits or investments from you, declining or delaying any withdrawal and/or segregating the assets in the Account in compliance with Applicable Laws or ADCB's internal policies, and ADCB may also be required to report such action and to disclose your identity to RBI or any international, national or local government or regulatory body. You further agree that ADCB may suspend the payment or withdrawal of proceeds or take such other actions as ADCB deems necessary to comply with Applicable Laws or ADCB's internal policies.
- 20.20 You undertake that you shall notify ADCB immediately in writing if any representation, warranty, undertaking or confirmation contained herein, or any information and/or documentation provided hereunder, becomes or is likely to become untrue or inaccurate in whole or in part at any time. You agree to provide, if and when requested by ADCB, any additional information and/or documentation and to execute and deliver such documents regarding yourself and your beneficial owners that may reasonably be required by ADCB to

determine your eligibility to conduct business with ADCB, to verify the accuracy of your representations, warranties and undertakings herein or to comply with any Applicable Laws or ADCB's internal policies.

21. LIABILITY AND INDEMNITY

21.1 ADCB shall not be responsible for any failure to perform any of its obligations hereunder if such performance would result in it being in breach of any Applicable Laws or its internal policies.

21.2 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 ADCB's relationship with you, including due to or arising out of:

21.2.1 a breach of any representation, warranty, undertaking, confirmation, or agreement by you contained herein or in any other document provided by you to ADCB or in any agreement executed by you with ADCB;

21.2.2 any disclosures made by ADCB in accordance with Clause 7;

21.2.3 any of your Accounts or activities (as applicable) being suspended, frozen, blocked, put on hold, or closed;

21.2.4 any failure by you or a third party to provide ADCB with any information and/or documents that it requests, as well as for any error, omission, inadequacy or inaccuracy in any information and/or documents that you or a third party provide to ADCB;

21.2.5 any breach by you of these Terms and Conditions or the enforcement of ADCB's rights hereunder;

21.2.6 ADCB acting in good faith upon your instructions;

21.2.7 any action or inaction by any of your Affiliates, with or without your knowledge;

21.2.8 any dispute between you and any third party;

21.2.9 your failure to observe the security measures as prescribed by ADCB from time to time;

21.2.10 the exercise by ADCB of its right to demand and procure surrender of your Card (if applicable) 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;

21.2.11 the execution or non-execution of any standing order given by you or, in connection with cheques, any stop payment order;

21.2.12 the provision of Electronic Banking services;

21.2.13 any damage caused to ADCB's systems by you in using any Electronic Banking services (such as introducing Viruses);

21.2.14 the non-availability of the Website or any other functionality forming part of any ADCB Offering;

- 21.2.15 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); and/or
- 21.2.16 your or any of your Affiliates' default, negligence, misconduct or fraud.
- 21.3 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 out of:
- 21.3.1 ADCB acting upon or refraining from acting upon any Communication, or any delay in executing any Communication;
- 21.3.2 any use or misuse of any Communication by any person;
- 21.3.3 the accuracy of your instructions set out in any Communication;
- 21.3.4 any failure, delay or other shortcoming of any third party in relation to acting on any Communication;
- 21.3.5 the generation, delivery, management and receipt of any Communications conveyed by telephone, mobile, fax or internet;
- 21.3.6 any errors or delays in the transmission of any Communications or any unauthorised alteration, usage or manipulation of the information contained in them or otherwise caused as a result of their delivery;
- 21.3.7 any Viruses arising from any electronic or other Communications;
- 21.3.8 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 Clause 3;
- 21.3.9 any loss, damage, corruption or destruction of the Records;
- 21.3.10 any disclosures made under the circumstances set out in Clause 7 or any similar circumstances;
- 21.3.11 ADCB's and its Affiliates' compliance with any Applicable Laws, ADCB's internal policies, Tax Obligations or agreements with tax authorities;
- 21.3.12 any failure by ADCB or its Affiliates to comply with the Tax Obligations caused by your breach or non-compliance with these Terms and Conditions and/or Applicable Laws;
- 21.3.13 any delays, suspensions, attachments, holds and/or any resulting unavailability of funds arising or resulting from compliance with Applicable Laws or ADCB's internal policies or any attempt in good faith to comply with Applicable Laws or ADCB's internal policies;
- 21.3.14 any determination that any money or Account constitutes US source income or other determinations related to compliance or actions taken to comply with applicable Tax Obligations (and any such determination or action taken by ADCB or its Affiliates, howsoever made, shall be final and binding upon you);

- 21.3.15 the termination of any ADCB Offering (or part thereof) and/or ADCB's relationship with you;
- 21.3.16 any unauthorised transaction undertaken through Electronic Banking before you have notified ADCB of the unauthorised transaction or any misuse, loss, disclosure or theft of your Security Information and/or Banking Items;
- 21.3.17 any fraudulent activity carried out through Electronic Banking (unless the fraudulent act was carried out by ADCB);
- 21.3.18 your failure to observe any of your security obligations under these Terms and Conditions;
- 21.3.19 your access or use of Electronic Banking in a manner, or for a purpose, not authorised by ADCB;
- 21.3.20 the accuracy of any information transmitted to ADCB's systems by you or on your behalf;
- 21.3.21 any unauthorised access by any third party to Electronic Banking, Electronic Instructions and/or any Account Information;
- 21.3.22 the delivery, mistaken delivery or deletion of, or failure to store, any Electronic Instructions or personalisation settings;
- 21.3.23 transactions that occur pursuant to your Electronic Instructions prior to termination of your access to the relevant Electronic Banking service;
- 21.3.24 any material, data or software downloaded or otherwise obtained through the use of Electronic Banking;
- 21.3.25 any damage caused to your hardware or software resulting from your use of Electronic Banking;
- 21.3.26 any unauthorised access by any third party to any Alerts or Mobile Responses;
- 21.3.27 the use of email or any other insecure means of communication in dispatching Internet Banking Instructions to ADCB;
- 21.3.28 any breach of confidentiality resulting directly or indirectly from your use of Internet Banking or the Platform;
- 21.3.29 any interruption or delay caused by any update or replacement performed on the Platform;
- 21.3.30 any inaccurate or erroneous information provided by you or your Users;
- 21.3.31 your access to or use of WebEx;
- 21.3.32 your use of the Devices; and
- 21.3.33 the use, malfunction or misuse of or inability to use the Card, including:

- 21.3.33.1 ADCB or any other third party refusing to allow a Card Transaction, or refusing to accept the Card, the applicable Card Number, the PIN or OTP;
 - 21.3.33.2 any Card Transactions whether or not they are: (i) undertaken via the internet; (ii) undertaken with or without your or the Cardholder's PIN, OTP, knowledge, or express or implied authority; or (iii) the result of a fraudulent act (unless the fraudulent act was committed by ADCB);
 - 21.3.33.3 with respect to goods or services acquired with the Card, any: (i) defect or deficiency in such goods or services; (ii) breach, shortcoming or non-performance by a third party; or (iii) loss or injury including by reason of any mechanical or other malfunction of any such goods or services;
 - 21.3.33.4 the malfunction of any Terminal or disruption of communication systems, bank or other domestic/international payment networks;
 - 21.3.33.5 any misstatement, misrepresentation, error or omission in any details disclosed by ADCB;
 - 21.3.33.6 any damage to your or a Cardholder's credit rating and reputation;
 - 21.3.33.7 any change or reduction by ADCB of a Card Limit; or
 - 21.3.33.8 any dispute amongst or between you and/or any of your Affiliates.
- 21.4 Your obligations to ADCB shall not be affected by any dispute, counterclaim or Right of Set-Off between you and any Merchant, bank, financial institution or any other party.
- 21.5 All costs and expenses, including legal costs incurred by ADCB in enforcing and seeking to enforce these Terms and Conditions or otherwise, may be debited from your Account and shall be payable by you. For the avoidance of doubt, your obligations to indemnify and hold harmless ADCB and its Affiliates under these Terms and Conditions shall continue even after you cease to hold an ADCB Offering.
- 22. THIRD PARTY OFFERINGS**
- 22.1 ADCB may refer to you, market or otherwise provide information on Third Party Offerings.
- 22.2 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.
- 22.3 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, express or implied, in relation to, and neither ADCB nor its Affiliates shall be responsible for any Liability arising out of:
- 22.3.1 the quality, merchantability, suitability or fitness for any use or purpose of any Third Party Offerings; or

- 22.3.2 any offers, representations or commitments made to you by any third party providers.
- 22.4 You agree that the role of ADCB is limited to marketing or making a referral and neither ADCB nor its Affiliates shall 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 agree that you shall only have recourse against the third party providers and you shall have no Right of Set-Off or any other recourse against ADCB.
- 22.5 If there is any dispute between you and the third party provider of any Third Party Offering, your obligations to ADCB shall 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.
- 22.6 ADCB shall not, at any time, be deemed to be the supplier or issuer of any Third Party Offerings. Unless otherwise expressly stated by ADCB, ADCB shall not be deemed to be the agent or representative of any third party providing the Third Party Offerings.

23. ASSIGNMENT

- 23.1 ADCB may transfer, assign and/or novate any of its rights and obligations (in whole or in part) under these Terms and Conditions and any ADCB Offering to any party.
- 23.2 You agree to execute or enter into any agreement or acknowledgment which ADCB determines is necessary to give effect to any such transfer, assignment or novation.
- 23.3 You shall not transfer, assign and/or novate any of your rights or obligations under these Terms and Conditions or an ADCB Offering to any party without the prior written consent of ADCB.

24. FORCE MAJEURE

25. NEITHER ADCB NOR ITS AFFILIATES SHALL BE RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF ANY FORCE MAJEURE.FURTHER ASSURANCE

In addition to Clause 11.3, you undertake upon demand by ADCB from time to time, at 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 the registration of any Security in ADCB's name or in the name of any third party designated by it).

26. SURVIVAL

Unless otherwise agreed by ADCB in writing, the cancellation, expiry or termination of any ADCB Offering shall not affect any rights (including any limitations or exclusion of ADCB's Liability) or obligations which have accrued prior to such cancellation, expiry or termination, nor any of these Terms and Conditions which are intended (whether expressly or implicitly) to survive cancellation, expiry or termination.

27. INTELLECTUAL PROPERTY

- 27.1 Intellectual Property Rights in all information, publications, marketing material, software applications, trademarks and/or other materials contained in or relating to ADCB Offerings, Electronic Banking, the MobileApp and the Website are owned by or licensed to ADCB. Nothing in these Terms and Conditions or on the Website shall be construed as granting you or any third party any licence or right to use any such Intellectual Property Rights without the prior written consent of ADCB.
- 27.2 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.
- 27.3 You must not reproduce, adapt, reverse engineer, decompile, modify, distribute, display or otherwise exploit any information, publications, marketing materials, software applications or other materials contained in or relating to ADCB Offerings, Electronic Banking, the MobileApp or the Website in whole or in part or permit any other party to do so without the prior written consent of ADCB.

28. THIRD PARTY RIGHTS

- 28.1 Subject to Clause 28.2, these Terms and Conditions are made for the benefit of you and ADCB only and are not intended to benefit or be enforceable by any third party.
- 28.2 The following parties shall have the right to enforce any right and/or benefit conferred upon them in these Terms and Conditions:
- 28.2.1 each of ADCB's Affiliates including their successors and assignees; and/or
- 28.2.2 ADCB's successors, assignees and/or nominees.

29. SEVERABILITY

- 29.1 If any provision of these Terms and Conditions is found to be illegal, invalid, or unenforceable:
- 29.1.1 such provision may be severed and the remaining provisions of these Terms and Conditions shall not be affected; and
- 29.1.2 the parties shall negotiate in good faith to replace such illegal, invalid or unenforceable provision with a valid provision, the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provision.

30. NO WAIVER

The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of those provided by law. ADCB shall be under no obligation to exercise any right or remedy either at all or at a time beneficial to you. No failure or delay by ADCB to exercise any rights under these Terms and Conditions or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

31. GOVERNING LAW AND JURISDICTION

- 31.1 These Terms and Conditions in effect between you and ADCB and any non-contractual obligations arising out of or in connection with them are governed by the laws of the India.
- 31.2 In the event of a dispute between you and ADCB, you irrevocably agree that the courts of India shall 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.
- 31.3 ADCB shall not be prevented from bringing proceedings relating to a dispute with you in any jurisdiction outside India (and for the avoidance of doubt, this shall 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.
- 31.4 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.
- 31.5 Irrespective of your place of residence or domicile:
- 31.5.1 you irrevocably agree to accept service of process by any methods selected by ADCB (to the extent permissible under Applicable Laws) for proceedings in any applicable court or jurisdiction, which methods shall include service of process by way of:
- 31.5.1.1 email, fax or registered mail to your Address;
- 31.5.1.2 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
- 31.5.1.3 any other forms of communication, notification or publication permitted from time to time under Applicable Laws, for service of process;
- 31.5.2 you hereby consent to process being served by any party permitted under Applicable Laws (including 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
- 31.5.3 you agree that to the extent permissible under Applicable Laws, such service of process shall satisfy all requirements to establish personal jurisdiction over you and the applicable court.
- 31.6 You agree that, if requested by ADCB, you shall, at your expense, appoint a process agent nominated by ADCB to accept service of process upon you.
- 31.7 You agree that any service of process, delivered to and accepted by your process agent shall be binding on you.

PART 2: TERMS AND CONDITIONS FOR TYPES OF DEPOSIT ACCOUNT

This Part 2 applies where ADCB agrees to provide you with any of the following types of Account/service:

- (A) Current Account;
- (B) Fixed Term Deposit Account; and
- (C) Direct Debit.

Accounts

1. CURRENT ACCOUNTS

- 1.1 A **Current Account** is a transactional Account available in certain currencies prescribed by ADCB from time to time, which provides you with instant access to your funds.
- 1.2 In order to hold a Current Account you must be incorporated in India and possess a valid commercial licence issued by the relevant government authority in India.
- 1.3 You agree and acknowledge that if an Account is opened with an account opening cheque, ADCB reserves the right not to open/ activate the Account if the account opening cheque is dishonoured.

Compliance with Applicable Laws

- 1.4 Any transactions undertaken from this account, shall be in compliance of all the FEMA rules, regulations or notifications thereunder or any other Applicable Laws.

Interest

- 1.5 The Available Balance in a Current Account is generally non-interest-bearing, unless otherwise offered by ADCB from time to time.

Account service features

- 1.6 Where you request and ADCB agrees, ADCB shall provide one or more of the following service features in connection with your Account:
 - 1.6.1 cheque book;
 - 1.6.2 direct debit facility; and
 - 1.6.3 standing order facility.
- 1.7 Where ADCB agrees to provide you with an account service feature, provision of such service feature shall be governed by the relevant applicable terms and conditions set out in these Terms and Conditions.
- 1.8 Details of any other features relating to a Current Account (including any Specific Features) shall be available on the Website.

2. FIXED TERM DEPOSITS

- 2.1 A **Fixed Term Deposit** is a deposit of a fixed amount for a fixed period at a fixed rate of interest. 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.
- 2.2 You must hold another Account of the type prescribed by ADCB from time to time for the duration of the agreed term of the Fixed Term Deposit. Upon opening a Fixed Term Deposit Account, ADCB shall 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.
- 2.3 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) shall be available on the Website and at each Branch.

Interest

- 2.4 Interest on a Fixed Term Deposit shall accrue as prescribed by ADCB and shall be calculated at the Prevailing Rate which is fixed for the agreed term of the Fixed Term Deposit. Fluctuations in the market rates of interest for deposits shall not affect the rates determined and applied to the Fixed Term Deposit throughout the term of the deposit.

Withdrawal

- 2.5 Where you make a Fixed Term Deposit with ADCB, ADCB's obligation to repay the deposit shall arise at maturity. ADCB may consent to the early withdrawal of a Fixed Term Deposit which shall 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).
- 2.6 You cannot make any payments or partial withdrawals from a Fixed Term Deposit Account.

Maturity and renewal

- 2.7 When you open a Fixed Term Deposit Account, you may provide ADCB with instructions as to where to pay the principal amount and accrued interest at maturity. Where you have provided such instructions to ADCB, the principal amount plus accrued interest shall, upon maturity of the deposit, be credited to the Account referred to in those instructions.
- 2.8 Where you have not provided such instructions, a Fixed Term Deposit shall automatically renew at the end of the agreed term unless you instruct ADCB otherwise at least one Business Day prior to the end of the agreed term. In the event of such an automatic renewal, a Fixed Term Deposit shall be renewed for the same term and at the Prevailing Rate applicable on the date of renewal (unless otherwise agreed with ADCB).

Using your Account

3. MAKING DEPOSITS INTO AN ACCOUNT

- 3.1 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 shall credit your Account with sums in cash or cheques which may be deposited by you, subject to other provisions of these Terms and Conditions.

- 3.2 ADCB may credit your Account with any amount deposited by a third party.
- 3.3 You may be unable to withdraw or otherwise access the full value of the deposit made due to:
- 3.3.1 ADCB exercising its Right of Set-Off against you or any of your Affiliates;
 - 3.3.2 the fees and charges of the paying bank or any intermediary bank;
 - 3.3.3 exchange restrictions;
 - 3.3.4 the time required for the amount deposited to be fully cleared; and/or
 - 3.3.5 any other restrictions that apply to the party making the deposit.

4. MAKING WITHDRAWALS FROM AN ACCOUNT

- 4.1 Withdrawals may only be made out of cleared funds credited to your Account and may be:
- 4.1.1 in cash, in INR. However, if your Account is in any currency other than INR, then Clauses 12 and 13 of Part 1 shall apply;
 - 4.1.2 made based on your instructions to ADCB to pay or transfer;
 - 4.1.3 for Current Accounts, against Cheques written in the form prescribed by ADCB; and/or
 - 4.1.4 for Call Deposit Accounts, on application using any Form prescribed by ADCB for that purpose.
- 4.2 You may 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.

5. FUNDS TRANSFERS

- 5.1 You can make a Funds Transfer by way of:
- 5.1.1 an Internet Banking Instruction;
 - 5.1.2 a standing order by you to ADCB to execute Funds Transfers at pre-determined intervals;
 - 5.1.3 a Mobile Request; and/or
 - 5.1.4 completing any Form or other method of communication accepted by ADCB for that purpose.
- 5.2 Notwithstanding the above, ADCB may, from time to time, limit your ability to undertake Funds Transfers in a specific form or method depending on the ADCB Offering to which a Funds Transfer relates, or for any other reason that ADCB considers appropriate.
- 5.3 If the payee account is outside India, in order to avoid delays, return 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.

- 5.4 Funds Transfers generally may not be reversed once initiated. You must ensure that you provide accurate information in your instructions in order to avoid any unintended Funds Transfers. 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). ADCB shall rely upon all information provided by you in relation to the Funds Transfers (including any beneficiary account details) and you shall be solely responsible for any errors in any information provided by you to ADCB.
- 5.5 A Funds Transfer request shall be processed on the transfer date. ADCB may delay or refuse to process or complete a Funds Transfer (and shall have no Liability to you for such delay or refusal) where:
- 5.5.1 there are insufficient funds in your Account;
 - 5.5.2 the Funds Transfer would exceed any limit set by ADCB from time to time;
 - 5.5.3 ADCB has reason to believe that the Funds Transfer shall or could be in breach of Applicable Laws or ADCB's internal policies;
 - 5.5.4 ADCB is not permitted to do so by Applicable Laws or ADCB's internal policies;
 - 5.5.5 ADCB suspects or has reason to believe that your Account may be the subject of misuse, money laundering or fraudulent activity;
 - 5.5.6 all information necessary to complete the Funds Transfer has not been provided or is incorrect (including information required by the payee bank or any intermediaries);
 - 5.5.7 ADCB is required to comply with a court order, any Applicable Laws or ADCB's internal policies;
 - 5.5.8 you instruct ADCB to stop that Funds Transfer;
 - 5.5.9 the designated account of the payee is not maintained by the payee bank;
 - 5.5.10 the payee's account details recorded with the payee bank or branch are not part of the clearing system;
 - 5.5.11 you have not complied with these Terms and Conditions;
 - 5.5.12 there are any reasons causing or contributing to the delay or refusal for which the payee bank or any intermediary bank or other institution is responsible; and/or
 - 5.5.13 any other valid reason exists for the delay or refusal.
- 5.6 ADCB shall not be responsible for, and you shall indemnify and hold harmless ADCB and its Affiliates from and against, any Liability arising out of 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 Clause 5.5, or for any Tax Obligations arising out of the Funds Transfer). For the avoidance of doubt the preceding indemnity shall also include any Liability for any currency conversion costs, correspondent bank and other routing charges, administrative charges and other costs and losses in relation to your Funds Transfer.

- 5.7 You must ensure that your Account has sufficient funds before undertaking any Funds Transfers. If, for any reason, your Account becomes overdrawn as a result of any Funds Transfer, you shall be liable to immediately repay any overdrawn amount including any applicable Charges.
- 5.8 You warrant, represent and undertake that any Funds Transfers requested by you or on your behalf shall not breach any Applicable Laws or these Terms and Conditions (or ADCB's internal policies of which you are aware).
- 5.9 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.
- 5.10 On the date of payment, ADCB reserves the right to determine the priority of Funds Transfer requests against any other payment requests presented or any other existing payment arrangement with ADCB. ADCB shall have the right not to process or complete a Funds Transfer if, having determined the priority of payments, it believes that your Account may become overdrawn.
- 5.11 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.
- 5.12 ADCB shall not respond to or take part in queries or disputes of any nature whatsoever that may arise between you and the payee.
- 5.13 If your Funds Transfer is rejected by the payee bank for whatever reason, the reversal of the funds shall be carried out at the Exchange Rate on the date of the reversal. Additionally, you shall be solely responsible for any currency conversion costs, correspondent bank and other routing charges, administrative charges and any other costs and losses in relation to the rejected Funds Transfer.

6. STANDING ORDERS AND SWEEPING INSTRUCTIONS

- 6.1 ADCB shall execute any standing order/sweeping instruction on your behalf only if there are sufficient cleared funds available in the relevant Account on the specified dates.
- 6.2 If ADCB is unable to complete three consecutive payments due to insufficient funds the standing order/sweeping instruction shall be treated as cancelled without notification by ADCB to you.
- 6.3 ADCB shall not be responsible for any delays, loss in transit, errors of transmission or errors of the correspondent banks in relation to any standing order/sweeping instruction.
- 6.4 Any set-up, deferment, amendment or cancellation of the standing order/sweeping instruction must be communicated in writing to ADCB and must be submitted sufficiently in advance of the execution date.
- 6.5 Amendments and cancellations in relation to any standing order/sweeping instruction received at least one week prior to the payment date shall be given effect on the next due date.
- 6.6 There shall be a Charge levied for recording, amending, cancelling and executing standing orders/sweeping instructions.

7. CHEQUES

- 7.1 You agree and acknowledge that any transaction, payment and/or service in relation to the issue and/or receipt of a Cheque shall be governed by the Negotiable Instruments Act, 1881 (or any amendments made therein) in addition to any other Applicable Laws.

Depositing cheques

- 7.2 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 be provisionally credited to your Account, subject to the realisation of the cheque proceeds.
- 7.3 The proceeds of the credited Cheques shall be available for withdrawal by you only upon their realisation and receipt by ADCB in cleared funds.
- 7.4 Unless otherwise agreed by ADCB, and subject to Clause 7.5, 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, including where ADCB suspects fraudulent activity, or when ADCB is required to verify the source of the funds.
- 7.5 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 ADCB upon which it is drawn, it shall be credited to your Account on the day of deposit.
- 7.6 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 and interest at the Prevailing Rate for the period from the date of credit up to the date of the reversal of the credit. If ADCB is unable to recover these amounts for whatever reason, you undertake to pay the same to ADCB immediately upon ADCB's request.

Refusal to accept a cheque

- 7.7 ADCB may refuse to accept cheques:
- 7.7.1 drawn in favour of third parties (unless properly assigned to you as the new payee);
 - 7.7.2 if the payee's name is not identical to your name in the Records; or
 - 7.7.3 for any other reason, including the prevention of fraud or money laundering.
- 7.8 ADCB shall 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 shall render the Cheque invalid.

Refusal to honour a cheque

- 7.9 You must ensure that there are sufficient funds in your Current Account to meet the cheques written by you on that Current Account. In the absence of adequate funds, and if you have made no prior arrangements with ADCB, such Cheques shall not be honoured by ADCB.
- 7.10 If the balance in your Current Account is insufficient to cover the value of any cheque written by you on that Current Account, the approval of payment by ADCB shall not be construed as

the grant of a credit facility to you. You must immediately, upon ADCB's request, credit that Current Account with the required balance. Such approval by ADCB shall not be deemed available on any other occasions.

- 7.11 Cheques drawn on an Account shall be written either in Hindi, English or a recognised regional language in India. ADCB shall not be under any obligation to honour cheques written in any other language.
- 7.12 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). You are solely responsible for ensuring that all cheques written by you on your 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.
- 7.13 When a cheque is presented for payment at a Branch other than the Branch at which the Account is held, ADCB shall have sole discretion to pay or dishonour it at the Branch where it is presented.
- 7.14 ADCB reserves the right not to honour a cheque which is more than three months old.

Bounced cheques

- 7.15 Where:
- 7.15.1 you write a cheque without having sufficient funds in your Current Account;
- 7.15.2 you have insufficient funds in your Current Account when a cheque you have written is presented for payment; or
- 7.15.3 your 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 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.

Loss or fraudulent acts

- 7.16 You must ensure the safe keeping of the cheque books and cheques therein issued to you by ADCB and must immediately notify ADCB in writing of any loss or theft, obtain a police report and instruct ADCB on the relevant Form to stop payment of such cheques. Until such notice is received by ADCB, you shall indemnify and hold harmless ADCB and its Affiliates from and against any Liability arising out of lost or stolen cheques or any misuse thereof.
- 7.17 You shall 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.

Stopped payments

- 7.18 In giving instructions to ADCB to stop a payment, you understand that if the cheque is presented for payment by the payee or holder in due course, any objection against payment of

the cheques shall not be valid and ADCB shall pay the cheque accordingly notwithstanding the objection.

- 7.19 Any instructions relating to blank unsigned cheques shall remain valid until such time as a specific request for cancellation is received from you. Accordingly, payment of a cheque written by you may also be stopped with/by an order of a court with jurisdiction in India.
- 7.20 ADCB shall levy a Charge on all stop payment orders and for each cheque returned for lack of funds in the Account.

Return of Cheque on account of fraudulent reasons

- 7.21 In case a cheque drawn on overseas branches or locations, presented by You and accepted by ADCB for collection, is returned unpaid, you shall indemnify ADCB against the return of such cheque for the reason of fraudulent alterations or forged signature or forged endorsement or otherwise.
- 7.22 ADCB shall have the right 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 reasons, you undertake to deposit the same immediately upon receiving a claim from ADCB.
- 7.23 You shall be responsible for providing to ADCB, the courts and/or any other relevant authorities with any information required to assist in investigating any matter in relation to the cheques deposited by You with ADCB.

Services

8. DIRECT DEBIT TERMS AND CONDITIONS

- 8.1 ADCB may provide you with Direct Debit Facility, if your Account has sufficient funds as decided by ADCB depending on the charges levied by the merchant for the service. You shall be responsible for ensuring the availability of the balance and accuracy of the amount and payment details.
- 8.2 You agree that the payment of the first Merchant bill will be sufficient proof to establish the authenticity of the instruction to direct debit the monthly bill and any interim charges for the transaction.
- 8.3 You agree that Direct Debit will be for the full amount shown on the monthly bill inclusive of all interim charges levied by the merchant for the service provided.
- 8.4 You agree that ADCB has the right to revoke/stop the facility without any notice, however ADCB will make all endeavours to communicate such action to you.
- 8.5 You shall indemnify and hold harmless ADCB from and against any Liability arising as a result of such Direct Debit service availed by you, ADCB shall be under no obligation to ensure, or have any responsibility or Liability for ensuring, that the payments are made in accordance with the terms of any such arrangement between you and any such third party.
- 8.6 You will not hold ADCB responsible if the Merchant rejects the payment amount because of incorrect or incomplete entries or for any other reasons whatsoever. You agree that the record of the instructions given and transactions with us shall be conclusive proof and binding for all purposes and can be used as evidence in any proceeding.

- 8.7 You agree that the instructions shall be valid and binding for the validity period and subsequent renewal period, unless and until the same has been rescinded by you in writing and the said communication has been received by the Merchant.
- 8.8 In case of refunds, we will not refund payment processing charges levied, if any on you for processing of the transaction.
- 8.9 Should you have any complaints concerning any transaction, the matter should be resolved by you with the concerned Merchant and failure to do so will not relieve you from any obligations to us. We accept no responsibility for any charges levied and the same being debited to your Account with the transaction amount.
- 8.10 Any dispute arising out of disconnection/disruption of the service, penalty from the government and late charges on instalment dues arising due to change/revocation of the service will be your sole responsibility, and ADCB will not be responsible.
- 8.11 Any dispute or claim regarding the service or payment thereof must be resolved by you with the Merchant the existence of the claim or dispute shall not relieve you of your obligation to pay all the charges and you agree to pay promptly such charges, notwithstanding any dispute or claim, whatsoever.
- 8.12 In case of any dispute, we reserve the rights to suspend the payments either temporarily or permanently.
- 8.13 ADCB shall not be held liable or responsible for any failure or delay, whether directly or indirectly caused by any circumstances beyond the control of ADCB.

PART 3: ELECTRONIC BANKING SERVICES

This Part 3 applies where ADCB agrees to provide you with one or more types of Electronic Banking services in connection with an Account.

Clause 1 contains general terms and conditions that apply to all types of Electronic Banking services, and must be read together with other applicable terms in this Part 3 that apply to the specific type of Electronic Banking service. Accordingly, if you apply for:

- (1) Mobile Banking, the Mobile Terms shall also apply to you;
- (2) Telephone Banking, the Telephone Terms shall also apply to you; and
- (3) Internet Banking, the Internet Banking Terms shall also apply to you.

1. GENERAL ELECTRONIC BANKING TERMS

- 1.1 From time to time, and as permitted by ADCB, ADCB may make various services and functions available to you through the use of some or all of the forms of Electronic Banking. Details of these various services and functions shall be available on the Website, or you may otherwise telephone the Contact Centre to obtain further information.
- 1.2 All Electronic Banking services and functions are made available by ADCB on a completely discretionary basis and may be withdrawn, changed, suspended, substituted or supplemented by ADCB at any time and without any obligation to give you prior notice.
- 1.3 *You hereby confirm and acknowledge that any payments made through electronic transfer of funds, are subject to Sec.40A (3) of the Income Tax Act, 1961.*

Security Information

- 1.4 If Security Information is entered by you incorrectly more than the number of times allowed by ADCB from time to time, access to the relevant Electronic Banking service may be blocked and you shall need to contact ADCB in order to regain access.
- 1.5 ADCB may reset or deactivate your Security Information at any time.
- 1.6 You may change your Security Information at any time.
- 1.7 ADCB may also introduce Secure Key features from time to time. If ADCB does this, you shall be provided by ADCB 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.

Charges

- 1.8 ADCB reserves the right to levy Charges in relation to Electronic Banking services. Mobile Banking and Telephone Banking are currently made available to you at no charge. Charges for Internet Banking are currently set out in the Schedule of Fees.
- 1.9 You are responsible for all charges levied by your CSP, TSP and 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.

Electronic Instructions

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

Equipment and infrastructure

- 1.12 You are solely responsible for:
- 1.12.1 acquiring and maintaining any equipment required by you 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
- 1.12.2 ensuring that the equipment which you use to access and use Electronic Banking is suitable for such use and is functional.
- 1.13 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.
- 1.14 If you become aware of any faults, errors or inconsistencies while using Electronic Banking, you must contact ADCB immediately using the contact details specified on the Website.

Suspension or termination of service

- 1.15 You can stop using Electronic Banking at any time. If you wish to terminate your use of Internet Banking you must do so in accordance with Clause 4.18.
- 1.16 Unless otherwise agreed with you by ADCB, ADCB shall not process any Electronic Instructions which you have made before termination of your access to the relevant Electronic Banking service and which are scheduled to be processed after such termination.

2. MOBILE BANKING SERVICES

- 2.1 ADCB may offer to you Mobile Banking through various channels from time to time, such as SMS or via the MobileApp. The services and functions made available to you by ADCB through SMS may vary from those available through the MobileApp.
- 2.2 You can apply for Mobile Banking:
- 2.2.1 by contacting ADCB through the Contact Centre, the IVR or through any other means prescribed by ADCB from time to time and following any instructions provided by ADCB;
- 2.2.2 by downloading the MobileApp to your Mobile Device (where applicable); or
- 2.2.3 by completing the relevant Form.

- 2.3 If you wish to use Mobile Banking via SMS, you must register a mobile number with ADCB in order to apply for Mobile Banking.

Condition of use

- 2.4 To log on to the MobileApp (where applicable), you must enter your Security Information and any other information requested by ADCB. ADCB shall not be responsible for verifying the identity of the party entering the Security Information.
- 2.5 You must download any updates to the MobileApp as and when they become available.
- 2.6 You may be automatically logged off the MobileApp if you remain inactive for a particular period of time as prescribed by ADCB.
- 2.7 You must not use the MobileApp for any purpose other than to access your Mobile Banking Account and to use Mobile Banking on your Mobile Device.
- 2.8 Subject to Clause 27 of Part 1, ADCB grants you a limited, non-exclusive and non-transferable licence to use the MobileApp on your Mobile Device from the moment that you download it to your Mobile Device until use of or access to Mobile Banking is terminated in accordance with these Terms and Conditions.

Accuracy and security

- 2.9 ADCB shall use reasonable endeavours to ensure the accuracy, adequacy and completeness of the MobileApp and the MobileApp Information. However:
- 2.9.1 the use of the MobileApp is at your sole risk;
- 2.9.2 the MobileApp and the MobileApp Information are provided on an "as is" and "as available" basis;
- 2.9.3 ADCB cannot confirm the accuracy, adequacy or completeness of the MobileApp or the MobileApp Information and neither ADCB nor its Affiliates shall be responsible for any Liability arising out of any errors or omissions in the MobileApp or the MobileApp Information;
- 2.9.4 no confirmation, representation, warranty or undertaking of any kind, implied, express or statutory, including in relation to merchantability, satisfactory quality, non-infringement of third party rights, title, fitness for a particular purpose and freedom from Virus is given in relation to the MobileApp or the MobileApp Information; and
- 2.9.5 no confirmation, representation, warranty or undertaking of any kind, implied, express or statutory, is given that (i) the MobileApp shall be available and meet your requirements or that access shall be uninterrupted, (ii) there shall be no delays, failures, errors or omissions or loss of transmitted information, or (iii) no damage shall occur to your Mobile Device.

Mobile Banking by SMS

- 2.10 You can use Mobile Banking via SMS by sending certain keywords to the particular number designated by ADCB from time to time.

- 2.11 ADCB may, from time to time, send you Alerts (which may or may not be related to your Mobile Banking Account), such as notification of a transaction undertaken on your Mobile Banking Account or the launch of a new ADCB Offering. You must notify ADCB if you do not wish to receive these Alerts.

Mobile Responses

- 2.12 ADCB shall use reasonable endeavours to send you a Mobile Response as soon as reasonably practicable after receiving your Mobile Request.
- 2.13 ADCB may, and without notice to you, decline to send to you a Mobile Response if it believes that the Mobile Request is unclear or cannot be processed.
- 2.14 If you are not within the coverage area of the CSP or the areas forming part of the roaming network of such CSP, you may be unable to make Mobile Requests and receive Mobile Responses.

Your location

- 2.15 ADCB shall use information about your physical location sent through your Mobile Device when you use certain ADCB Offerings through Mobile Banking (for example, the service to locate the nearest Self Service Terminal or Branch).
- 2.16 By using such ADCB Offerings, you consent to ADCB and its Affiliates accessing and monitoring your location and disclosing your location to third parties.

Your personal information

- 2.17 Without prejudice to Clause 7 of Part 1, you acknowledge that each Mobile Request and Mobile Response may contain Confidential Information, information on your location and other details of your use of ADCB Offerings, and/or third party offerings. You agree to the transfer, access and storage by ADCB and its Affiliates within India and abroad of such Confidential Information and details in relation to your use of Mobile Banking.

Security measures

- 2.18 In addition to your obligations under Clause 5 of Part 1, you must log out of the MobileApp as soon as you have finished using it and before leaving your Mobile Device unattended.

Suspension or termination of the services

- 2.19 Without prejudice to its rights under any other provision of these Terms and Conditions, ADCB may without notice to you, immediately suspend or terminate your access to Mobile Banking if:
- 2.19.1 you cease to hold a Mobile Banking Account; or
- 2.19.2 ADCB no longer supports the MobileApp on your Mobile Device.
- 2.20 Upon termination of Mobile Banking, the licence granted to you by ADCB to use the MobileApp shall end and you must delete the MobileApp from your Mobile Device.

Funds Transfers

- 2.21 Subject to Clause 5 of Part 2, Funds Transfers that you undertake via Mobile Banking shall be immediately debited from your Account.

3. TELEPHONE BANKING SERVICES

- 3.1 You can apply for Telephone Banking by contacting ADCB. You shall be asked by ADCB to confirm certain security information that ADCB may require.
- 3.2 If your registration is accepted by ADCB, ADCB shall then ask you to set up a TPIN. Depending on the device from which you are calling (for example, from your registered mobile phone or from another telephone device), the TPIN shall be used to identify you whenever you use Telephone Banking.

Telephone Requests

- 3.3 You can make a Telephone Request by telephoning the Contact Centre and speaking to a customer service representative, using the IVR service or by any other means allowed by ADCB from time to time. The means of making a Telephone Request may vary depending on the type of service that you request as well as the availability of that service at any given time.
- 3.4 You must provide to ADCB any additional information required by ADCB, from time to time to enable ADCB to provide Telephone Banking to you.

4. INTERNET BANKING SERVICES

Use of Internet Banking

- 4.1 You can apply for Internet Banking by completing the relevant Form or by contacting ADCB.
- 4.2 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.
- 4.3 You may only access Internet Banking through one or more Users appointed by any of your Authorised Signatories. Any User so appointed shall have full authority to access and use Internet Banking on your behalf and to undertake any transaction or action through Internet Banking. ADCB shall have no obligation to verify whether any of your Users is acting within the scope of any authority delegated by you to him. You shall remain responsible for the acts and omissions of your Users as if they were your own, irrespective of whether such acts and omissions were within the scope of the User's authority.
- 4.4 Each User appointed by you must have a unique User ID and PIN.
- 4.5 Where ADCB receives Internet Banking Instructions for more than one payment from an Account on the same day, it shall determine the order of priority in which the payments are made.
- 4.6 From time to time, some Internet Banking Instructions may take time to process (for example, as a result of maintenance being carried out or if multiple Internet Banking Instructions are generated at or around the same time). If your Users give ADCB an Internet Banking Instruction:

- 4.6.1 to make a payment from an Account on a Business Day but after the Cut-off Time, it shall be processed on the next Business Day;
- 4.6.2 to make an INR transfer to any account not held with ADCB either after the Cut-off Time or on any day which is not a Business Day, it shall not be made until the next Business Day; and
- 4.6.3 to undertake the transfer of a currency (other than INR) to an account with any other Bank after the Cut-off Time, it shall be made on the next day which is a business day in (i) India, (ii) the country of the beneficiary account, and (iii) the financial centre for the relevant currency.

Accuracy and security

- 4.7 ADCB shall use reasonable endeavours to ensure the accuracy, adequacy and completeness of the Website and the Website Information. However:
 - 4.7.1 the use of the Website is at your sole risk;
 - 4.7.2 the Website and the Website Information are provided on an "as is" and "as available" basis;
 - 4.7.3 ADCB cannot confirm the accuracy, adequacy or completeness of the Website or the Website Information and neither ADCB nor its Affiliates shall be responsible for any Liability arising out of any errors or omissions on the Website or in the Website Information;
 - 4.7.4 no confirmation, representation, warranty or undertaking of any kind, implied, express or statutory, including in relation to merchantability, satisfactory quality, 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
 - 4.7.5 no confirmation, representation, warranty or undertaking of any kind, implied, express or statutory, is given that (i) the Website shall be available and meet your requirements or that access shall be uninterrupted, (ii) there shall be no delays, failures, errors or omissions or loss of transmitted information, or (iii) no damage shall occur to your computer systems.
- 4.8 ADCB may from time to time provide guidelines regarding your Security Information, in addition to your security responsibilities set out in Clause 5 of Part 1. The guidelines shall provide examples only of security measures and compliance with such guidelines shall not necessarily absolve you of responsibility for any Liability on your part for unauthorised transactions.
- 4.9 You must not interfere with or damage (or attempt to interfere with or damage) any data or software associated with Internet Banking.
- 4.10 You must treat the access rights, documentation, and any other information related to Internet Banking as strictly private and confidential at all times.
- 4.11 You must not link any other website to the Website.

Access Procedure

- 4.12 From time to time, ADCB shall establish and implement an Access Procedure in order to allow Users to:
- 4.12.1 obtain or utilise any service that may be offered or made available by ADCB through Internet Banking;
 - 4.12.2 access, view and obtain information as may be permitted by ADCB (whether relating to an Account or otherwise); and
 - 4.12.3 initiate, authorise, undertake, perform and/or dispatch any Internet Banking Instruction or other communication to ADCB, subject to these Internet Banking Terms.
- 4.13 ADCB provides an additional layer of protection as part of the Access Procedure by requiring Users to enter a Code from time to time to perform any of the actions contemplated by Clause 4.123.

Your general responsibilities

- 4.14 You have sole responsibility for:
- 4.14.1 immediately notifying ADCB in writing if any User leaves your employment or otherwise has his permission to use Internet Banking revoked by you, revoking such authority, updating of authentication procedures in respect of that User;
 - 4.14.2 checking your Account records and statements carefully upon receipt;
 - 4.14.3 ensuring that Users do not interfere with or damage (or attempt to interfere with or damage) the Services Equipment, Internet Banking or ADCB's systems;
 - 4.14.4 immediately notifying ADCB if any Services Equipment is lost, stolen or if you become aware or suspect that an unauthorised third party has used or is in possession of the Services Equipment;
 - 4.14.5 monitoring the use of the Services Equipment and ensuring that no unauthorised person has access to, or use of, the Services Equipment;
 - 4.14.6 ensuring that no modification is made to the Services Equipment without the prior written consent of ADCB; and
 - 4.14.7 ensuring that only Users can use the Services Equipment and issue Internet Banking Instructions.

General undertakings

- 4.15 In addition to undertakings contained elsewhere in these Terms and Conditions, you undertake to:
- 4.15.1 take all necessary steps for disaster recovery, including off-site storage of data used in Internet Banking;

- 4.15.2 allow ADCB's auditors and any authorised personnel access to inspect and retain your records and/or copy data for the purpose of verifying or validating payments to or from your Accounts;
- 4.15.3 notify ADCB immediately, of:
 - 4.15.3.1 any faults, errors or inconsistencies in respect of your use of Internet Banking, including a mistake in any transaction using Internet Banking; and
 - 4.15.3.2 your receipt or retrieval of any data or information through use of Internet Banking that is not intended for you (in addition, you shall delete and destroy and/or procure the deletion and destruction of such data or information);
- 4.15.4 not use Internet Banking for any unlawful or unauthorised purpose;
- 4.15.5 immediately pay ADCB in respect of any Services Equipment, within three Business Days of receiving a written payment request from ADCB, or as directed by ADCB from time to time. You authorise ADCB to debit any of your Accounts with any Charges relating to the provision of the Services Equipment;
- 4.15.6 not use Internet Banking for any transactions with third parties, either directly or indirectly, which would result in a breach of Applicable Laws, these Terms and Conditions or ADCB's internal policies; and
- 4.15.7 keep each personal computer utilised to connect to Internet Banking with:
 - 4.15.7.1 an updated, genuine, functioning anti-Virus and firewall installed;
 - 4.15.7.2 a genuine operating system including the latest security patches; and
 - 4.15.7.3 the most recent and updated version of a genuine and reputable web browser.

WebEx

- 4.16 ADCB may provide an online technical support and training service to you within the Platform known as WebEx which shall permit ADCB to access your network and the Users' computers on such network. In using WebEx:
 - 4.16.1 you represent and warrant that each User is authorised by you to request WebEx assistance;
 - 4.16.2 you agree that ADCB may access your network and each User's computer following a User's request and you agree to take all action necessary to allow ADCB lawfully to gain such access;
 - 4.16.3 you agree to maintain any minimum system requirements that ADCB may specify to you in order to allow WebEx to function, including its underlying software;
 - 4.16.4 you acknowledge that the software licences authorising and allowing your use of WebEx are in effect throughout the period of these Internet Banking Terms, and that you may use such software as permitted by the terms of the applicable

licences. No rights are granted to you in the WebEx software and you agree not to copy, modify, enhance, merge, reverse engineer, reverse assemble, disassemble, decompile, or in any way alter the WebEx software or any copy, adaptation, transcription, or merged portion thereof or otherwise attempt to derive source code therefrom;

- 4.16.5 you acknowledge that ADCB shall only comply with any Vendor access policy you may have to the extent it is reasonable and does not conflict with these Internet Banking Terms or any other terms applicable to WebEx;
 - 4.16.6 you must not resell or distribute the use of WebEx; and
 - 4.16.7 you must not access or use WebEx in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the WebEx service or any networks or systems of ADCB.
- 4.17 You agree that:
- 4.17.1 your access to and use of WebEx is at your sole risk;
 - 4.17.2 WebEx is provided on an "as is" and "as available" basis;
 - 4.17.3 ADCB cannot confirm the accuracy, adequacy or completeness of WebEx and neither ADCB nor its Affiliates shall be responsible for any Liability arising out of any errors or omissions on WebEx;
 - 4.17.4 no confirmation, representation, warranty or undertaking of any kind, implied, express or statutory, including in relation to merchantability, satisfactory quality, non-infringement of third party rights, title, fitness for a particular purpose and freedom from Virus is given in relation to WebEx; and
 - 4.17.5 no confirmation, representation, warranty or undertaking of any kind, implied, express or statutory, is given that (i) WebEx shall be available and meet your requirements or that access shall be uninterrupted, (ii) there shall be no delays, failures, errors or omissions or loss of transmitted information, or (iii) no damage shall occur to your computer systems.

Termination

- 4.18 You may terminate your use of Internet Banking at any time by giving at least twenty one days' written notice to ADCB.
- 4.19 Where a part of Internet Banking is terminated by ADCB, it shall not affect the provision to you of any remaining parts of Internet Banking and the terms hereof relevant to those parts.
- 4.20 On termination of your use of Internet Banking, ADCB may immediately remove your access to its systems and the Website.

Disclaimer

- 4.21 The Website Information has been prepared in accordance with the Applicable Laws of India and for the supply of ADCB Offerings within India. The Website and the Website Information are not directed at you if they do not comply with the laws of the jurisdiction from which you are accessing the Website. Additionally, ADCB uses a very high level of

encryption to protect your transactions and Accounts from unauthorised access, the use of which may be unlawful in jurisdictions outside India. It is your responsibility to ensure that, if outside India, your ability to use Internet Banking is permitted by Applicable Laws and ADCB shall not be responsible for any Liability arising out of any inability by you to use Internet Banking in these jurisdictions.

ADCB makes no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used in connection with Internet Banking or the Website.

PART 4: CARD TERMS

This Part 4 applies where ADCB agrees to issue and make available to a Cardholder, at your request, a Card and shall govern each Card Transaction entered into using a Card.

Section A contains general terms that apply to all Cards held by you, and must be read together with other applicable terms in this Part 4 that apply to the specific type of Card.

SECTION A: GENERAL CARD TERMS

1. GENERAL

- 1.1 This Part 4 applies to you and any Cardholder. For the avoidance of doubt, you remain responsible for any and all activity carried out with the Card, any amount due to ADCB on the Card Account, and you shall procure that Cardholders comply with these Terms and Conditions.
- 1.2 The activation or use of the Card shall constitute binding and conclusive evidence of your and each Cardholder's confirmation and agreement to be bound by these Terms and Conditions (including the Debit Card Terms, as applicable).
- 1.3 ADCB shall issue Cards in the names of the persons designated by you in the relevant Form, subject to:
 - 1.3.1 each proposed Cardholder being your employee or officer;
 - 1.3.2 you and the Cardholder signing all of the applicable Forms; and
 - 1.3.3 the observance by you and each Cardholder of these Terms and Conditions (including the Debit Card Terms, as applicable).
 - 1.3.4 compliance with “know your customer” and Sanction requirements of ADCB in respect of any Cardholder.
- 1.4 ADCB shall be under no responsibility to you to:
 - 1.4.1 ensure that you and the Cardholder duly comply with these Terms and Conditions, or any variation or supplement to them;
 - 1.4.2 take any legal action or proceedings against a Cardholder except as provided by these Terms and Conditions; or
 - 1.4.3 ensure that the Card is used for your purposes.
- 1.5 Any Card issued by ADCB shall be available for collection from the location notified to you by ADCB, or shall be sent to you by post or courier, at your own risk, to your Address.
- 1.6 A Card is and shall at all times remain the property of ADCB and must be surrendered to ADCB immediately upon request by ADCB or its duly authorised agent.
- 1.7 You and the Cardholder undertake to act in good faith at all times in relation to all dealings with the Card and ADCB.

- 1.8 The Card is not transferable and must only be used by the relevant Cardholder. Neither you nor the Cardholder may pledge the Card as security for any purpose whatsoever.
- 1.9 If the Cardholder loses or damages his Card or requires renewal, replacement or additional Cards, ADCB may issue the Cardholder a new Card and require you to pay any applicable Charge for issuing such Card.
- 1.10 You shall notify ADCB immediately upon any relevant change to the employment status of (as well as the expiry and/or termination of the provision of services to you by) any Cardholder. You may notify ADCB in writing or by telephoning the Contact Centre (in which case you must follow up the telephone notification in writing as soon as practicable after the call). Where appropriate, following your notification, ADCB shall block the Card of such Cardholder. In such circumstance, you must recover any Card issued to the Cardholder and provide such Card to ADCB (or otherwise deal with the Card as directed by ADCB). You shall continue to be liable for all Card Transactions incurred on such Card.
- 1.11 Unless otherwise instructed by you to do so within the scope of his employment duties, if the Cardholder leaves India to take up residence elsewhere, the Card must be returned to India at least fifteen days prior to the Cardholder's departure and the use of the Card shall be deemed to be terminated.
- 1.12 You and the Cardholder authorise ADCB to use any information provided by you and/or the Cardholder for the purposes of ADCB's targeted promotional activities, in accordance with Applicable Laws.
- 1.13 Cards may come with Specific Features, such as participation in an ADCB rewards program or in a third party rewards program or such other benefits and/or features as may be available under the Card from time to time. Such Specific Features may, in addition to these Terms and Conditions, also be subject to their own terms and conditions. Details of these Specific Features shall be available on the Website. ADCB may from time to time amend and/or vary the Specific Features, and shall have the right to do so without notifying you in advance.

2. USE OF THE CARD

- 2.1 The Cardholder must immediately sign the Card upon receipt and follow any instructions provided by ADCB with regard to the activation and use of such Card. The Cardholder's actions to activate the Card shall be proof of delivery.
- 2.2 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, the Cardholder may be able to undertake Card Transactions by using the magnetic strip or Contactless Technology instead.
- 2.3 In order to undertake a Card Transaction and depending on the particulars of the transaction, the Cardholder may be required to do any one or more of the following:
- 2.3.1 enter a PIN or an OTP when prompted;
 - 2.3.2 physically sign for a Card Transaction;
 - 2.3.3 use Contactless Technology; and/or
 - 2.3.4 any other actions required by ADCB from time to time.

- 2.4 With regard to a Card Transaction that requires an OTP, ADCB shall send the OTP to the Cardholder's registered mobile number and email address (as shown in the Records). You and the Cardholder must ensure that all contact details provided to ADCB are always up-to-date.
- 2.5 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 without notice or responsibility for any Liability on its part.
- 2.6 A Card Transaction in a currency other than the currency of your Account shall 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.
- 2.7 As part of its authorisation and fraud prevention procedures, ADCB may refer an authorisation request back to the Merchant and request further details or identification from you or the Cardholder, or may contact you or the Cardholder for any other reason ADCB deems fit. You and the Cardholder agree to cooperate with ADCB in all such cases.
- 2.8 Repeated failure to input the correct PIN or OTP may result in the Card becoming blocked or in the imposition of other restrictions on its use, as prescribed by ADCB from time to time.
- 2.9 ADCB reserves the right to add, replace, reset or cancel the Card's PIN or OTP or any other Security Information with respect to the Card from time to time.

3. CONDITIONS OF USE

- 3.1 The Card must not be used for any unlawful purpose, including purchases of goods or services prohibited by local law in your jurisdiction or the jurisdiction in which the Card is used.
- 3.2 Any ATM deposits made through the use of the Card on any ATM installed by ADCB, whether by cheque or by cash, shall be subject to verification.
- 3.3 You shall be responsible for all Card Transactions whether initiated or processed with or without your, or the Cardholder's, knowledge or authority. You hereby authorise ADCB to debit or charge (as applicable) your Card Account with the amount of any withdrawal or other transaction in accordance with the Records. Subject to manifest error, you accept the Records as conclusive and binding for all purposes.
- 3.4 There may be local restrictions in some jurisdictions which may affect the use of the Card.
- 3.5 You shall be and remain liable to ADCB for the payment of any outstanding amount on the Card Account (including Charges), notwithstanding the cancellation or misuse of the Card by any person, any breach of these Terms and Conditions by the Cardholder, the termination of the Cardholder's employment contract with you (if any) or his authorisation by you to use the Card, the death of the Cardholder and/or any other reason whatsoever.
- 3.6 If the Cardholder, in using a Card, commits or attempts to commit any fraudulent transaction of any nature as determined by ADCB or under Applicable Laws, ADCB has the right to immediately cancel the Card in addition to any other rights it may have. You shall be fully liable for all Liabilities of any nature that ADCB, its Affiliates, the Merchant or third parties may sustain or incur as a result of the Cardholder's commission of, or attempt to commit, a

fraudulent transaction using a Card. ADCB shall have the right to, and is hereby authorised to, file complaints and reports on behalf of you and/or the Cardholder and to provide information about the Card, the Card Account and/or the Card Transactions to any competent court or regulatory or governmental authority and to participate in any investigation of fraud.

4. CONTACTLESS TECHNOLOGY

Cards may have Contactless Technology. Subject to certain restrictions and limits as may be prescribed by ADCB from time to time, the Cardholder may use Contactless Technology in accordance with these Terms and Conditions and any other requirements prescribed by ADCB from time to time in relation to such technology to enter into Card Transactions, with selected Merchants, without the requirement to enter a PIN, OTP or to sign, except where required for security reasons.

5. LIMITS

5.1 A Card may be used for Card Transactions:

5.1.1 up to any applicable Card Limit; and

5.1.2 within the validity period of the Card.

5.2 You must ensure neither you nor the Cardholder causes the Card Limit to be exceeded.

5.3 If any Card Transaction would cause the Card Limit to be exceeded, ADCB reserves the right to decline that Card Transaction.

5.4 Cash Withdrawals, Cash Advances, and Card Transactions using Contactless Technology, shall be subject to applicable maximum value limits per transaction, maximum number of transactions per day and any maximum cumulative value of transactions per day, as prescribed by ADCB from time to time. In the case of Cash Withdrawals or Cash Advances, if the Cardholder uses the Card at any ATM (whether in the India or abroad), each transaction shall be subject to the applicable individual or daily withdrawal limit of such ATM and any individual or daily withdrawal limits that ADCB may have prescribed for the Card or Card Account.

5.5 The limits referred to in Clause 5.4 are subject to change by ADCB from time to time and may also vary between ADCB ATMs and non-ADCB ATMs, 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 undertake a Card Transaction due to such limits (or changes thereto).

5.6 If a Card Transaction undertaken by Contactless Technology would lead to any applicable limits being exceeded, the Cardholder may be required to enter a PIN, OTP or to sign, in order to complete the Card Transaction.

5.7 Utilisation of the Card abroad shall be in strict accordance with the foreign exchange control regulations issued under the Applicable Laws from time to time. In the event of non-compliance by Cardholder with the same, the Cardholder shall be liable for action under the FEMA, and any other law and/or regulation under the Applicable Laws as may be enforce relating to the foreign exchange.

6. EVIDENCING TRANSACTIONS

- 6.1 ADCB may treat the following as evidence of a properly completed Card Transaction:
- 6.1.1 any transaction record, credit voucher, cash disbursement slip or other charge record;
 - 6.1.2 the Records of Card Transactions including any Records in any medium related to transactions undertaken via the internet, Electronic Banking or a Self Service Terminal; or
 - 6.1.3 any other evidence which ADCB is willing to accept from time to time.
- 6.2 ADCB may apply Charges for supplying copies of any Records of Card Transactions at your request.

7. WITHDRAWAL

Without prejudice to its rights under any other provision of these Terms and Conditions, ADCB reserves the right at any time to withdraw, cancel or terminate the Card, or restrict the use of the Card or to decline any Card Transaction, without prior notice or giving any reason, and in whatever circumstances it deems fit (and whether or not a Card Limit has been breached) and may do so without responsibility for any Liability. In such circumstances, you shall immediately make full payment of any Charges and liabilities on the Card Account, and ADCB may require you to destroy the Card.

8. CHARGES

The use of the Card shall be subject to such Charges as are prescribed by ADCB from time to time. ADCB is authorised to debit Charges from your Debit Card Account without giving any notice to you.

9. LOST OR STOLEN CARDS

- 9.1 If a Card is lost, stolen or damaged, or if the Security Information is disclosed to or discovered by any other party, you and the Cardholder are responsible for immediately notifying ADCB of the incident. If necessary under Applicable Laws of the jurisdiction in which such incident occurred, you are responsible for ensuring that the incident is reported to the relevant police authority in that jurisdiction.
- 9.2 If the lost or stolen Card is recovered, you are responsible for ensuring that the Card is immediately destroyed.
- 9.3 Neither you nor the Cardholder may use the PIN or OTP after its disclosure to or discovery by any other party.

10. UNAUTHORISED USE

- 10.1 You are responsible for ensuring that ADCB is immediately notified if either you or the Cardholder become aware of any unauthorised use of the Card by a third party.
- 10.2 If ADCB decides to investigate any alleged unauthorised Card Transaction, you and the Cardholder must cooperate with ADCB and the police to investigate the incident and, if applicable, to recover any lost or stolen Cards.

- 10.3 If you notify ADCB that a Card Transaction is unauthorised and it is later determined to be valid, ADCB retains the right to charge-back, from the date the Card Transaction took place, the Card Transaction amount, and any applicable Charges, and any costs, additional fees and/or expenses incurred by ADCB in investigating the Card Transaction.

11. DISPUTES WITH THIRD PARTIES

- 11.1 If there is any dispute between you and any third party in relation to a Card Transaction, your obligations to ADCB shall 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.

12. DEPOSITS AT SELF SERVICE TERMINALS

- 12.1 You or the Cardholder may choose to make a payment into a Card Account by using the Card and depositing cash, cheques or other instruments at certain Self Service Terminals designated by ADCB within India. The record issued by the Self Service Terminal only represents what you claim to have deposited. The deposits shall only be credited to the applicable Account after verification of the cash, cheques or other instruments and their clearing (in the case of cheques) by ADCB, and the amount of the deposit verified and cleared by ADCB shall be deemed to be the correct amount of your deposit.
- 12.2 Cheques that are deposited shall be sent for clearing and the funds shall be available only after the cheques are cleared in accordance with these Terms and Conditions.

SECTION B: DEBIT CARD TERMS

These Debit Card Terms shall apply to you and the Cardholder when the Cardholder is issued with the Debit Card and the Cardholder activates the Debit Card.

1. USE OF THE DEBIT CARD

- 1.1 A Debit Card may be issued by ADCB upon your request, to enable you, acting through a Cardholder, to undertake Debit Card Transactions at Terminals located in India or abroad.
- 1.2 The Debit Card can be used to purchase goods and services via the internet, or by any other means permitted by ADCB from time to time.
- 1.3 Debit Card Transactions conducted online shall 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 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 undertake a Debit Card Transaction online due to such limits (or changes thereto).

Glossary

1. INTERPRETATION

In these Terms and Conditions, unless the context requires otherwise:

- (a) references to “you” or “your” shall be construed as including references to any of your Authorised Signatories, Attorneys, Users, Cardholders, directors, officers and employees;
- (b) headings are for convenience only and shall not affect the interpretation of any of these Terms and Conditions;
- (c) a reference to a provision of any Applicable Laws is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
- (d) unless otherwise specified, references to dates, months and years shall correspond to the Gregorian calendar;
- (e) words used in these Terms and Conditions denoting the masculine gender shall include the feminine gender and words denoting the singular number shall include the plural number and vice versa;
- (f) words implying a person shall include a sole proprietor, individual partnership firm, company, corporation or any other natural or legal person whatsoever;
- (g) where the words "includes" or "including" are used, they shall be read as meaning "includes without limitation" and "including without limitation" respectively;
- (h) where these Terms and Conditions provide that ADCB may or is entitled, permitted or authorised to do, decide or determine something (however this is referred to), it is entitled to do so in its sole discretion, unless expressly stated otherwise; and
- (i) references in any Part (or a section of a Part) of these Terms and Conditions to a Clause shall be read as references to a clause of that Part (or of that section of a Part), unless otherwise specified.

2. DEFINITIONS

In these Terms and Conditions, unless the context requires otherwise, the following terms shall have the following meanings:

Aadhaar Number	12-digit unique identification number issued to an individual resident in India by the UIDAI, pursuant to Section 3 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016.
Access Procedure	a process established by ADCB from time to time to enable Users to gain access to and use Internet Banking, as set out in Clause 4.12 of Part 3;
Account	any account maintained in your name with ADCB, including any Card Account, from time to time;
Account Information	includes any information concerning you and your Accounts, including the

Account Number, the amount of interest paid or credited to the Account, Account balance, Debit Card Number, your (and, if you are a company, your beneficial owners') name, Address, date/place of birth, country of residence, social security number, tax identification number, information relating to any funds or investments held by ADCB on your behalf or other financial information;

Account Number	a unique serial number attached to each Account;
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 Account, product, service, facility, benefit or reward programme provided by ADCB from time to time;
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) email address; or (f) any other point of contact or means of reaching you for the purpose of delivering Communications by ADCB in any form, including any chosen domicile provider or process agent, <p>as maintained in the Records from time to time;</p>
Affiliates	<p>in relation to ADCB, ADCB's subsidiaries, parents, shareholders, any other persons in common control or ownership with ADCB, associates, directors, employees, officers, representatives, branches, partners, professional advisers, service providers, assignees, agents, insurers, third party contractors, third party banks and financial institutions, a Card Scheme Provider, credit reference agencies or reporting agencies, and debt collection agencies and their respective assignees and successors; and</p> <p>in relation to you, your Authorised Signatories, Attorneys, Users, Cardholders, subsidiaries, parents, shareholders, any other persons in common control or ownership with you, ultimate beneficial owners or controllers, associates, directors, employees, officers, representatives, branches, partners, professional advisers, service providers, agents, insurers, third party contractors, and third party banks and financial institutions;</p>
Alerts	the messages or notifications (other than Mobile Responses) sent by ADCB

to you by SMS, email, secure messaging service or any other available means of communication;

Applicable Laws	any statute, law, regulation, ordinance, rule, judgment, order, decree, by-laws, rule of law, directives, guidelines policy, requirement, or any governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Government Authority having jurisdiction over the matter in subject question, whether in effect as of the date of this Agreement or thereafter and in each case as amended with reference to the time for which the same is under consideration;;
Application	the mobile application which will be downloaded on the mobile phone or any other electronic gadget that has the means to support the Application to access and use the Mobile Banking Service;
ATM	an automated teller machine or any Card operated machine or device, whether belonging to ADCB or other participating Banks or financial institutions nominated from time to time by ADCB, which accepts a Card;
Attorney	any person whom ADCB reasonably believes is an attorney appointed by you pursuant to a power of attorney and having authority to act on your behalf in relation to any ADCB Offering and these Terms and Conditions;
Authorised Signatory	a person appointed by you in accordance with Clause 14 of Part 1, or in the case of Internet Banking, a person appointed by you and able to appoint Users;
Available Balance	the current balance less any deposited cheques or other payable orders which are drawn on other Banks and have not been cleared;
Banking Items	your Cards, cheques, cheque books, computers, Secure Key, Mobile Device and any other items relating to your relationship with ADCB that ADCB requires you to keep confidential and secure, or that might otherwise contain (or enable access to) Confidential Information;
Branch	any of the ADCB's branches in India;
Business Day	a day when banks are open for business in India;
Card	a Debit Card;
Card Account	a Debit Card Account;
Card Charges	with respect to a Debit 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 the Customer from time to time by ADCB, which are subject to change from time to time as per ADCB's sole discretion;
Card Limit	with respect to a Debit Card, the Spending Limit;
Card Number	with respect to a Debit Card, a Debit Card Number;
Card Scheme	Visa© or MasterCard© (as the case may be) or such other name as may be

Provider	used to designate the aforementioned;
Card Transaction	with respect to a Debit Card, a Debit Card Transaction;
Cardholder	with respect to a Debit Card, a Debit Cardholder;
Cash Advance	any purchase of currency other than INR;
Cash Withdrawal	any cash amount obtained by use of 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 the Debit Card Account;
Charges	all charges, fees, costs, commissions, penalties, and other expenses payable by you to ADCB in relation to an ADCB Offering, or in connection with ADCB's compliance with any Applicable Laws, as may be set out in the Schedule of Fees or the Service and Price Guide or otherwise prescribed by ADCB and/or notified to you from time to time;
Cheque	Shall have the same meaning as under the Negotiable Instruments Act and refers to a Cheque processed by ADCB for and/or on behalf the Customer in relation to the Customer's Account;
Chip	a secure microprocessor embedded in the Card to provide a comprehensive payment service as a feature of the Card;
CIBIL	TransUnion (CIBIL) Limited;
Code	a number randomly sent by ADCB by SMS to the User's mobile telephone registered with ADCB;
Communications	<p>(a) all notices, information, documents, data, instructions and other communications sent by you to ADCB (including Electronic Instructions); and</p> <p>(b) all notices, notifications, Cards, PINs, OTPs, Security Information, cheques, cheque books, cashiers' orders, Statements of Account, demands, Alerts, Mobile Responses, executed Telephone Requests, emails, receipts or any other communication sent by ADCB to you, including any electronic communications sent by ADCB to you as permitted by Applicable Laws;</p>
Confidential Information	your Account Information, Security Information, any Communications and any other information of a confidential nature;
Constitutional Document	Memorandum of association, articles of association, certificate of incorporation and if issued, certificate of commencement of business.
Contact Centre	ADCB's contact centre which can be reached using the telephone numbers prescribed by ADCB from time to time;
Contactless Technology	a contactless technology feature allowing a Card to be tapped on certain card readers at selected Merchant outlets to undertake a Card Transaction;
Crossed	the face of the cheque has two parallel lines drawn across it, and Crossing

	shall be construed accordingly;
CSP	the cellular service provider used by you;
Current Account	has the meaning given to it in Clause 1.1 of Part 2;
Customer	anyone who uses, participates in, purchases or subscribes to any ADCB Offering;
Customer Identification Data	the Customer account number/card number, mobile phone number, user ID and other information that are to be used by the Customer to authenticate themselves prior to accessing the Mobile Banking Service which may be the same as the information used by the Customer for accessing the OLB services.
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;
Debit Card / Card	a debit card issued by ADCB to the Debit Cardholder (and includes new, renewed and replacement cards);
Debit Card Account	the Account to which the Debit Card is linked;
Debit Cardholder	the 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 terms and conditions set out in Section A and B of Part 4, any other Clauses of these Terms and Conditions applicable to Debit Cards and any supplementary terms and conditions applicable to Debit Cards that may from time to time be in force (which, for example, may include such terms as are included in your Statement of Account);
Debit Card Transaction	any purchase of goods or services, Cash Withdrawals or any other transaction undertaken by the use of a Debit Card, Debit Card Number, PIN, OTP or in any other manner authorised by the Debit Cardholder;
Digital Confirmation	any electronic or digital signature (or any other form of electronic confirmation or acceptance);
Direct Debit	an automated method to enable recurrent payments;
Electronic Banking	Mobile Banking, Telephone Banking or Internet Banking;
Electronic Banking Terms	the General Electronic Banking Terms and the Specific Banking Terms;
Electronic Instruction	a Mobile Request, Telephone Request or an Internet Banking Instruction;
E-Statement	the monthly or other periodic electronic statement issued by ADCB to you and/or a Cardholder (as applicable), showing the balance and transactions on an Account during the period covered by the statement;

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 Department of the Treasury regulations (as amended from time to time) and any similar legislation or regulations in force in any other jurisdiction from time to time;
FATCA 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;
Fixed Term Deposit	has the meaning given to it in Clause 2.1 of Part 2;
Fixed Term Deposit Account	an Account into which you make a Fixed Term Deposit;
Force Majeure	any circumstance beyond the reasonable control of ADCB impacting its ability to perform any of its obligations under these Terms and Conditions including fire, flood, storm, earthquake, explosion, war, hostilities, accidents howsoever caused, strike, labour dispute, lockout, work to rule or other industrial dispute, lack of energy supply, criminal action, terrorist action, civil unrest, embargoes, expropriation or confiscation of facilities, acts of a public enemy, or unavailability or impairment of computer or data processing facilities;
Form	any form prescribed by ADCB for a particular purpose (such as an application for a particular ADCB Offering or an instruction to ADCB) which may be completed: <ul style="list-style-type: none"> (a) in writing, in physical or electronic form; (b) by verbal instruction, in person or over the telephone; (c) by use of an electronic checkbox on the Website; (d) by any electronic or digital method of acceptance including email, fax, SMS, secure messaging or via the MobileApp; or (e) by 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 at any other Bank or financial institution, in INR or any other currency permitted by ADCB, as instructed by you and in accordance with Clause 5

of Part 2;

General Electronic Banking Terms	the common terms applicable to Mobile Banking, Telephone Banking and Internet Banking and any supplemental terms and conditions applicable thereto that may from time to time be in force;
Government Authority	any governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the subject matter or matters in question;
INR	Indian Rupees;
Instrument	means and includes a cheque or any other instrument more particularly defined under the Negotiable Instruments Act, 1881;
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;
Internet Banking	the corporate internet Banking services 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 in relation to an Account;
Internet Banking Instruction	any request or instruction sent by you or on your behalf through Internet Banking;
Internet Banking Terms	the terms and conditions set out in Clause 4 of Part 3 and any supplementary terms and conditions applicable to Internet Banking that may from time to time be in force;
ISP	the internet service provider used by you;
IVR	ADCB's interactive voice response system;
KYC	Know-Your-Customer;
Law	any law including any statute, regulation or subordinate legislation or other document enforceable under any statute, regulation or subordinate legislation.
Liability	(whether arising in relation to you, ADCB or any third party) any loss, claim, amount, debt, demand, delay, obligation, expense, damage, cost, proceedings, penalties or charges or any other liability including legal costs, for any loss however caused (whether actual or contingent, primary or collateral, several or joint, and whether or not matured), 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 loss of profit, business revenue, investment, goodwill, anticipated

	savings or data;
Merchant	any person supplying goods or services who accepts the Card or the Card Numbers as a mode of payment or reservation by the Cardholder;
MobileApp	any one or more of ADCB's downloadable mobile Banking applications as may be introduced, replaced, updated, upgraded or modified from time to time;
MobileApp Information	the information and materials (including text, graphics, links or other items) made available or accessed through the MobileApp;
Mobile Banking	the services which allow you to make Mobile Requests via mobile phones or other mobile devices, issuance of the Alerts and Mobile Requests and any other additional services that may be provided by ADCB to you from time to time using SMS or the MobileApp;
Mobile Banking Account	any Account for which Mobile Banking is utilised;
Mobile Device	any personal electronic device used by you to access and make use of Mobile Banking (for example, a smart phone or tablet);
Mobile Phone Number	the number registered by the Customer in relation to the use of Services offered by ADCB;
Mobile Request	a request made using Mobile Banking;
Mobile Response	the information or confirmation of execution sent by ADCB to you in response to a Mobile Request, and/or any other measures giving effect to any Mobile Request;
Mobile Terms	the terms and conditions set out in Clause 2 of Part 3 and any supplementary terms and conditions applicable to Mobile Banking that may from time to time be in force;
OFAC	the Office of Foreign Assets Control of the US Department of the Treasury;
OLB	online Banking services provided by ADCB on its Website.
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 the Customer from ADCB where the Customer's Account balance has reached zero, and which for the avoidance of doubt includes an Exceptional Overdraft Amount;
PAN	A permanent account number issued by the Income Tax Department of India, pursuant to Section 139A of the Income Tax Act, 1961;
Paper Statement	the monthly or other periodic paper statement issued by ADCB to you and/or a Cardholder (as applicable) showing the balance and transactions on an Account during the period covered by the statement;

Password	a unique alpha-numeric expression used by the Customer to access Internet Banking;
PIN	personal identification number;
Platform	the Website and the Internet Banking applications (including pro-cash and pro-trade);
Prevailing Rate	the applicable prevailing rate of interest prescribed by ADCB from time to time and which applies to an Account displayed on a notice board at a Branch, the Schedule of Fees, the Service and Price Guide, the Website or other forum as prescribed by ADCB;
Primary Cardholder	the Customer (other than a Supplementary Cardholder) who is issued (as the case may be) a Debit Card (and any Supplementary Card, at the request of such Customer) to operate the Debit Card Account;
Prohibited Country	any country designated from time to time by Sanctions as a country with which dealings are prohibited or substantially restricted;
RBI	Reserve Bank of India;
Records	any data, recording, book, documentation, record or account maintained by ADCB or its Affiliates in any form, whether originals or copies, including printout, digital, electronic, audio or video, in respect of you, your use of any ADCB Offerings, Account Information and any dealings or correspondence with you;
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);
Restricted Person	<p>a person:</p> <ul style="list-style-type: none"> (a) that is listed on, or owned or controlled by or otherwise connected with a person listed on, a Sanctions List, or a person acting on behalf, or at the direction, of such a person; (b) located in or organised under the laws of a country or territory that is the subject of country- or territory-wide Sanctions (being, at the date of these Terms and Conditions, Iran, Cuba, Sudan, North Korea, Syria and the territory of Crimea), or a person who is owned or controlled by or otherwise connected with, or acting on behalf, or at the direction, of such a person; or <p>that is otherwise the direct or indirect target of Sanctions;</p>
Right of Set-Off	<p>the right of ADCB to apply any:</p> <ul style="list-style-type: none"> (A) sum standing to the credit of one or more of the Customer's 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

- (B) of the Customer's 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,

in or towards the discharge of any of the Customer's obligations due to ADCB (whether such obligations are actual or contingent, primary or collateral and joint or several);

Sanctions

any laws, rules, regulations, decrees, notices or orders (including any executive orders) relating to embargoes, sanctions, anti-money laundering, anti-drug trafficking, anti-terrorist financing, export controls or other similar activities or restrictions, made by any jurisdiction or person, including:

- (a) any jurisdiction in which ADCB, its Affiliates or any of its customers operate;
- (b) any jurisdiction through whose financial systems ADCB, its Affiliates or any of its correspondents route payments; and
- (c) any of the Indian (including the Supreme National Security Council), the United Kingdom (including Her Majesty's Treasury), or any other member state of the European Union, the US (including OFAC, the US Department of Commerce and the US Department of State), the European Union and the United Nations,

in each case, made against any other jurisdiction, country, state, region, place, goods, vessel, activity or person and whether or not directly enforceable against ADCB;

Sanctions List

the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty's Treasury of the United Kingdom, the list of terrorist organisations published by India's Supreme National Security Council, the Consolidated United Nations Security Council Sanctions List or any similar list maintained by, or public announcement of a Sanctions designation made by, any jurisdiction or government, legislative, supra-national, regulatory or enforcement body (each as amended, supplemented or substituted from time to time);

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, token or other security tool (in physical or electronic form) provided to you by ADCB from time to time, allowing you to access any ADCB Offering that ADCB determines requires such secured access protocols;

Security

any collateral, pledge, lien, mortgage, charge, guarantee, assignment, undertaking, signed cheque, promissory note, bill of exchange, cash margin or any other similar security;

Security Information	your User ID, Code, PIN, OTP, TPIN, vocal password, and your secret answers to any security questions, and any other information that ADCB may require you to provide in order to access any ADCB Offering;
Self Terminal	Service a terminal or device 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;
Service and Price Guide	information provided by ADCB to the Cardholder and to you, providing details of the Charges, interest rates and fees applicable to the Card and associated services which may be amended by ADCB from time to time;
Services Equipment	any item or equipment provided by ADCB or any third party approved by ADCB (whether or not periodically) to you, for the purposes of accessing and utilising Internet Banking, including the Device;
SME	small or medium-sized enterprise;
SMS	short messaging service sent over a mobile phone, email, fax or other modes of communication;
SMS Banking	a service that allows Customers to access their account information via Mobile Phone using SMS messaging;
Specific Features	the specific features and supplemental terms and conditions applicable to a particular ADCB Offering, and which shall be disclosed on, or through, the Website or on such other forum as prescribed by ADCB from time to time;
Spending Limit	the amount of available funds in a Debit Card Account;
Statement Account	of an E-Statement or Paper Statement where 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	means any payment obligations to be made in relation to any tax, cess, assessment, 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).;
Telephone Banking	the services which allow Telephone Requests to be made over the telephone and information to be provided through ADCB's IVR or Contact Centre agents;
Telephone Request	a request made using Telephone Banking;
Telephone Terms	the terms and conditions set out in Clause 3 of Part 3 and any supplementary terms and conditions applicable to Telephone Banking that may from time to time be in force;

Terminal	an ATM, Self-Service Terminal or other point of sale terminal approved by ADCB from time to time and through which Card Transactions can be undertaken;
Terms and Conditions	subject to Clause 1.45 of Part 1, these general terms and conditions for wholesale Banking (including all the parts governing the use of a particular ADCB Offering) and the terms and conditions of any Form in respect of any ADCB Offering, as amended or supplemented from time to time;
Third Party Offering	any product, service, facility, benefit or reward program provided by a third-party provider and marketed by ADCB;
TPIN	the PIN for accessing Telephone Banking;
TSP	the telecommunications service provider used by you;
US	the United States of America;
User	a person who has been appointed by you to use Internet Banking on your behalf;
User ID	the identification number assigned to a User by ADCB for the purposes of identification;
Vendor	the third-party supplier of the Device approved by ADCB and the Central Bank as notified to you by ADCB;
Virus	a computer virus 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;
WebEx	the technical support or training service provided by ADCB, or its agents or contractors, in connection with Internet Banking pursuant to Clause 4.164 of Part 3;
Website	www.adcbindia.com ; and
Website Information	the information and materials (including text, graphics, links or other items) made available or accessed through Internet Banking or on the Website.