



Jamiyah

1. Scope and risk factors

1.1 These terms and conditions are applicable for the Jamiyah Service of Arab Banking Corporation (B.S.C.) acting through its retail branch (“ila”, “we”, “us”) which you (“you”) can access via the mobile application named “ila” (the “ila App”). These apply in addition to our other terms and conditions and our privacy policy which are incorporated herein by reference and apply to the services offered by ila. 1.2 By using the Service, you agree to comply with and be legally bound by the Terms whether or not you become a registered user of the Service. These Terms govern your access to and use of the Service and constitute a binding legal agreement between you and ila. Please read carefully these Terms, and our Privacy Policy. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Service. 1.3 YOU UNDERSTAND AND AGREE THAT ILA IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN USERS. ILA AND THE SERVICE ENABLE USERS TO COMMUNICATE DIRECTLY AND TO SHARE FUNDS AMONG THEMSELVES. ILA HAS NO CONTROL OVER THE CONDUCT OF USERS OF THE SERVICE, ANY INFORMATION EXCHANGED BETWEEN USERS, OR ANY SHARING DECISIONS BY OR AMONG USERS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD. 1.4 ILA DOES NOT REVIEW, ENDORSE, RECOMMEND, VERIFY, OR EVALUATE, OR OTHERWISE PROVIDE ANY WARRANTY OR GUARANTEE WITH RESPECT TO ANY USER, USER CONTENT, OR JAMIYAH. IT IS THE SOLE RESPONSIBILITY OF USERS TO INDEPENDENTLY INVESTIGATE THE INFORMATION AVAILABLE (INCLUDING CREDIT INFORMATION) ABOUT ANOTHER USER OR A JAMIYAH. 1.5 EACH USER ACKNOWLEDGES AND AGREES THAT THERE IS A RISK THEY WILL NOT RECEIVE, AND MAY NEVER RECEIVE, PAYMENTS DUE FROM OTHER USERS TO THE EXTENT SUCH USERS FAIL TO MAKE PAYMENTS DUE FURTHER TO A JAMIYAH OR IF A WITHDRAWAL EVENT (AS DEFINED BELOW) OCCURS.

2. Definitions

The following terms have the following meanings.

“Content” means text, graphics, images, music, software, audio, video, information or other materials.

“Jamiyah” means six or more Users who form a group to use the Service to share funds between and among all Users in the same group.

“Organiser” means a User that forms a Jamiyah.

“Position” means a User’s sequential position for payment in a Jamiyah held by a User which is when such User will receive their payment as designated by the Organiser from time to time.

“Service” means the ila platform, process, and service that allows Users to connect directly with each other to share money among themselves.



“Service Fee” means a fee detailed in the “Schedule of fees and charges” at www.ilabank.com/fees applicable to the Service.

“Tax” or “Taxes” mean any sales taxes, value added taxes (VAT), goods and Service taxes (GST) and other similar municipal, provincial, state and federal indirect or other withholding and personal or corporate income taxes.

“Terms” means these terms and conditions of service.

“User” means a person who has successfully completed ila’s registration process to open an ila account.

“Withdrawal Event” means, (a) the death of a User as notified to ila by the relevant government authority (as determined by ila in its sole discretion), (b) the bankruptcy of a User as declared by an applicable government authority as notified to ila by the relevant government authority (as determined by ila in its sole discretion), or (c) the deactivation, termination or cancellation of a User’s access to the Service for any reason by ila.

“Withdrawn User” means the corresponding User of a Withdrawal Event.

3. How to join the Service

3.1 The Service consists of a platform, process and service that allows Users to participate in one or more Jamiyahs within which they

can share money with other Users in that Jamiyah. To become a User and access the Service, you must have successfully completed the registration process. 3.2 After successful registration Users will be able to create or participate in Jamiyah You may be allowed to view some Content without registration; however, if you wish to fully access the Service, you must first accept the ila terms and conditions. 3.3 By joining the Service, you agree and accept that ila has no control over any Jamiyah and that you have independently ensured that all the participants will meet their obligations towards the Jamiyah. You also agree to accept any and all risks associated with it.



4. How the Service works

4.1 Money is shared by and between all Users who have joined a Jamiyah. Within a Jamiyah, every member contributes an agreed amount or its multiples in instalments over the lifetime of the Jamiyah, and every member of a Jamiyah withdraws the same amount but at different times. All monthly instalment payments collected are paid to one member of the Jamiyah in turns. 4.2 Jamiyahs may be formed by any User. An Organiser determines the following key characteristics of the Jamiyah: (a) the total amount to be paid out at the specified time; (b) the amount to be shared by each User at the specified time who joins the Jamiyah; (c) how long the Jamiyah will go on (its lifetime); (d) how many Users and Positions there are in the Jamiyah (one Position per User); and (e) the order of pay-outs to users during the lifetime of the Jamiyah. 4.3 You agree and accept as an Organiser, that the management of this Jamiyah is solely your responsibility and that you have invited only trusted participants who can meet their obligations towards this Jamiyah. ila does not accept or assume any liability on your part because of this Jamiyah. 4.4 A User can only join a Jamiyah to which it has been invited by an Organiser and may only adopt a Position designated by the Organiser. 4.5 A User's failure to fund its ila account to meet the Jamiyah contribution commitments may be reported which may impact such User's credit rating.

5. Service Fee

In exchange for providing the Service, ila may charge a Service Fee as listed in the schedule of our fees and charges.

6. Account instructions

By entering into these Terms, you authorise ila to debit your ila bank account for all amounts that you agree to contribute to a Jamiyah, and any Service Fees and credit the amount you may receive from a Jamiyah. Fund transfers are done electronically by standing orders.



7. Withdrawal Events and Withdrawn Users

7.1 Immediately upon the occurrence of a Withdrawal Event, each other User acknowledges and agrees to the automatic termination of all of the Withdrawn User's payment obligations related to all Jamiyahs. 7.2 Each User acknowledges and agrees that should they become a Withdrawn User, (a) the payment obligations of all other Users to the Withdrawn User related to all Jamiyahs shall automatically be terminated, and (b) on the date of any Withdrawn User's Position in a Jamiyah that occurs subsequent to the date of the Withdrawal Event all other Users shall be automatically relieved, and shall be prohibited, from making any payments related to the corresponding Jamiyah. All other payment obligations related to the corresponding shall occur as prescribed and scheduled by the Service and the Jamiyah. 7.3 For the avoidance of doubt upon the occurrence of a Withdrawal Event, each User acknowledges and agrees that (a) the Withdrawn User and/or their estate (as applicable) shall automatically be relieved from making any payment to another User in a Jamiyah, and (b) the Withdrawn User and/or their estate (as applicable) shall automatically not be entitled to receive any payment related to a Jamiyah and/or the Service. 7.4 Each User acknowledges and agrees that in no event shall ila have a payment obligation towards any User further to the occurrence of a Withdrawal Event.

8. Taxes

You understand and agree that you are solely responsible for determining your applicable Tax reporting requirements in consultation with your Tax advisors. ila cannot and does not offer Tax-related advice to any User.

9. Eligibility; account Information

9.1 The Service are intended solely for persons who have registered for the Service using ila app. By accessing or using the Service you represent and warrant that (i) you agree to be bound by these Terms and (ii) that you are not legally prohibited from receiving or using the Service under the laws of the country in which you access or use the Service. 9.2 You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. ila reserves the right to suspend or terminate your ila account and your access to the Service if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete. 9.3 ila may, at its own discretion or in compliance with regulatory requirements, limit or prevent the availability of the Service. You agree and accept ila's right to do so and will not hold us liable for any corresponding inconvenience or damages, incurred, expected or real.



10. No ila endorsement

ila's role is solely to facilitate the availability of the Service and to provide support related thereto. ila does not provide and is not responsible for User Content or Jamiyahs. ila does not verify Users' information, review or approve Jamiyahs, participate in Jamiyahs, or provide any promises, warranties or guarantees regarding Jamiyahs. You acknowledge that ila will not be liable for any loss or damage related to your participation in any Jamiyah. ila does not refer or endorse or recommend particular Users or Jamiyahs. You acknowledge and agree that you are responsible for your own acts and omissions.

11. User affirmations, conduct and Use

11.1 By registering for the Service, you represent, warrant and agree to the following: (a) you are solely and fully liable for all Content, conduct, postings and transmissions that are made under your ila user name and password; (b) you either are the sole and exclusive owner of all User Content that you make available through the Service or you have all rights, licenses, consents and releases that are necessary to grant to ila the rights in such User Content, as contemplated under these Terms; (c) you are solely responsible for reviewing, evaluating, and participating in any Jamiyah; (d) ila is not involved in any transactions between Users and/or any Jamiyahs; (e) you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Service and Content; (f) neither your User Content, nor your posting, uploading, publication, submission or transmittal of the User Content or ila's use of the User Content (or any portion thereof) on, through or by means of the Service, will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; (g) you are solely responsible for your communications and interactions with other Users and with other persons with whom you interact or communicate with as a result of your use of the Service; (h) to take reasonable precautions in all communications and interactions with other Users and with other persons with whom you communicate or interact as a result of your use of the Service; (i) you have received and shall continue to maintain the consent of all persons whose personal information you share with ila for ila to process and use such personal information; (j) ila will not be a party to any dispute with any person you may invitee to the Jamiyah (each an "Invitee") as a result of ila processing such invitee's personal information that you shared with ila; and (k) obtain from each Invitee their consent and agreement with the ila Privacy Notice; 11.2 By using the Service, you represent, warrant and agree that you will not: (a) terminate or otherwise cause to end a Jamiyah without the consent of all Users; (b) violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning

restrictions and Tax regulations;

(c) use manual or automated software, devices, scripts robots, other means or processes to access, "scrape", "crawl" or "spider" any web pages or other Service contained in the Service or Content;



- (d) use the Service for any commercial or other purposes that are not expressly permitted by these Terms; (e) copy, store or otherwise access any information contained on the Service or Content for purposes not expressly permitted by these Terms;
- (f) interfere with or damage the Service, including, without limitation, through the use of viruses, cancel bots, “Trojan horses”, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- (g) use the Service to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information, or credit, debit, calling card or bank account numbers;
- (h) use the Service in connection with the distribution of unsolicited commercial email (“spam”) or advertisements; (i) “stalk” or harass any other User of the Service or collect or store any personally identifiable information about any other User other than for purposes of using the Service as intended;
- (j) recruit or otherwise solicit any other User to join third party services or websites that are competitive to ila, without ila’s prior written approval;
- (k) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity; (l) use automated scripts to collect information or otherwise interact with the Service; (m) post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- (n) systematically retrieve data or other content from our Service to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- (o) use, display, mirror or frame the Service, ila’s name, any ila trademarks, logos or other proprietary information, or the layout and design of any page or form contained on a page, without ila’s express written consent.
- (p) access, tamper with, or use non-public areas of the Service, ila’s computer systems, or the technical delivery systems of the Service or any third-party provider system;
- (q) attempt to probe, scan, or test the vulnerability of any ila system or network or breach any security or authentication measures; (r) avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by ila or



any of ila's providers or any other third party (including another User) to protect the Service or related Content;

- (s) forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Service or related Content to send altered, deceptive or false source-identifying information;
- (t) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Service or related Content; or
- (u) advocate, encourage, or assist any third party in doing any of the foregoing. 11.3 ila has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. ila may involve and cooperate with law enforcement authorities in prosecuting Users who violate these Terms. You acknowledge that ila has no obligation to monitor your access to or use of the Service or Content or to review or edit any User Content, but has the right to do so for the purpose of operating the Service, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

12. License grant to ila

By making available any User Content on or through the Service, you hereby grant to ila a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to create derivative works, sublicense, use, edit, view, copy, adapt, modify, distribute, license,

with the right to create derivative works, sublicense, use, edit, view, copy, adapt, modify, distribute, license, sell, host, market, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, and otherwise fully exploit such User Content on, through, or by means of the Service as currently exist or may be developed in the future. ila does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.

13. Termination and User account deactivation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice, and at any time: (a) terminate these Terms, and (b) deactivate, terminate or otherwise cancel your access to the Service. Upon termination we will promptly pay you any amounts we reasonably determine we owe you and which we are legally obligated to pay you (as determined in our sole discretion). You may cancel your access to the Service at any time by contacting ila. In the event you terminate these Terms, or your access to our Service you will remain liable for all amounts due hereunder. Please note that if your access is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Service, including, but not limited to, any reviews or feedback.



14. Disclaimers

- 14.1 IF YOU CHOOSE TO USE THE SERVICE, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT ILA DOES NOT REVIEW, ENDORSE, RECOMMEND, VERIFY, EVALUATE, WARRANT OR GUARANTEE ANY STATEMENT, OPINION, RESPONSE, ADVICE, PREDICTION, RECOMMENDATION, INFORMATION OR CONTENT PROVIDED BY ANY USER. NOTHING CONTAINED IN THESE TERMS SHALL BE CONSIDERED AS A REFERRAL, ENDORSEMENT, RECOMMENDATION, VERIFICATION, WARRANTY OR GUARANTEE WITH RESPECT TO (A) ANY USER; (B) ANY JAMAIYAH; OR (C) THE VALIDITY, ACCURACY, AVAILABILITY, COMPLETENESS, SAFETY, LEGALITY, QUALITY OR APPLICABILITY OF ANY JAMAIYAH, CONTENT OR ANYTHING OTHERWISE CONTAINED IN OR MADE AVAILABLE ON THE SERVICE OR ANY OTHER FORUM.
- 14.2 THE SERVICE AND CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, ILA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ILA MAKES NO WARRANTY THAT THE SERVICE OR RELATED CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. ILA MAKES NO WARRANTY REGARDING THE QUALITY OF THE SERVICE OR RELATED CONTENT, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY RELATED CONTENT OBTAINED THROUGH THE SERVICE.
- 14.3 YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS AND WITH OTHER PERSONS WITH WHOM YOU INTERACT OR COMMUNICATE WITH AS A RESULT OF YOUR USE OF THE SERVICE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICE. YOU ACKNOWLEDGE AND AGREE TO INDEMNIFY AND HOLD ILA HARMLESS IN CONNECTION WITH ANY CLAIM AND ANY DAMAGES OR EXPENSES ARISING FROM YOUR USE OF THE SERVICE.
- 14.4 ILA WILL NOT BE LIABLE FOR ENFORCING ANY AGREEMENT THAT WAS MADE BETWEEN USERS PARTICIPATING IN A JAMAIYAH. USERS WILL BE SOLELY RESPONSIBLE FOR ANY JAMAIYAHS JOINED OR AGREEMENTS MADE WITH OTHER USERS.



15. Limitation of liability

15.1 YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE, CONTENT, OR JAMAIYAH REMAINS WITH YOU. NEITHER ILA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SERVICE OR RELATED CONTENT, FROM PARTICIPATION IN ANY JAMAIYAH, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ILA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

15.2 IN NO EVENT WILL ILA'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, FROM A JAMAIYAH, ANY CONTENT, OR ANY INTERACTIONS WITH ANY OTHER USERS, EXCEED THE AMOUNTS YOU HAVE PAID TO ILA AS SERVICE FEES IN CONNECTION WITH THIS SERVICE IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ILA AND YOU.

16. Indemnification

You agree to release, defend, indemnify, and hold ila and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal fees, arising with the right to create derivative works, sublicense, use, edit, view, copy, adapt, modify, distribute, license, sell, host, market, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, and otherwise fully exploit such User Content on, through, or by means of the Service as currently exist or may be developed in the future. ila does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.