



# ila Terms and Conditions

## Basic rules governing the relationship

### 1. Scope

These basic rules form part of the terms and conditions and govern the entire business relationship between you ("you") and the retail branch of Arab Banking Corporation (B.S.C.) ("ila", "we", "us", and "our"). In addition, separate conditions may apply to other products and services.

### 2. Confidentiality and secrecy

We will take every step to maintain the secrecy and confidentiality of customer-related information. We will only disclose information concerning you if we are legally required to do so or if you have given us your consent or authorised us to disclose such information.

We may disclose details of banking affairs only if the requesting party has substantiated its justified interest in the information requested and if we have no reason to assume that such disclosure would be contrary to your legitimate concerns.

The registration, processing, and utilisation of your personal data is conducted in accordance with applicable legal data protection regulations and simultaneous protection of bank secrecy. For more information as to how ila processes your personal data please see the document titled "Data protection and digital terms and conditions".

### 3. Principles of liability

We will take utmost care in performing our obligations without any negligence. In case of occurrence of a loss due to negligence, and if applicable, the principles of contributory negligence shall determine the extent to which we and you shall have to bear the loss.

### 4. Identity verification

We are legally obliged to verify your identity prior to the opening of an account. This requirement can be satisfied by video identification by ila in addition to obtaining appropriate documents required to open the account. While this is an automated process, in some exceptional cases, identification checks may be carried out by our employees.

### 5. Reversal or correction entries

If we notice that an entry has been incorrectly posted to your account, we will correct it on our own. You agree not to object to such reversal entries on the grounds that a disposal of an amount equivalent to the incorrect entry has already been made. If such reversal entries affect the interest paid to or recovered from you, we will make suitable adjustments even if an account statement for the period has already been issued to you.

### 6. Credits for collection items

We may credit the value of a collection item prior to its payment. In case such collection item is not paid or if we do not receive the amount under the collection order, we shall cancel the entry.

### 7. Foreign exchange rate

We will use reasonably current exchange rate for all transactions involving foreign currency.

If you set up a future dated transaction from a foreign currency account, we will use the exchange rate applicable at the time of execution even if we have indicated a rate at the time of setting up the transaction.



## 8. Transaction limits

For your protection, we have set daily and per transaction limits for all types of transactions. If your transaction exceeds any of these limits, it will not be allowed. We may amend or introduce new limits applicable to transactions to enhance the security of all our customers and to comply with regulations related to preventing and combating money laundering and terrorist financing activities.

## 9. Activity originating from the ila App

We will treat all transaction made through the mobile application named "ila" (the "ila App") as having originated from only you. If you choose to activate the feature that allows you to use your fingerprint or face ID to log onto the ila App on compatible devices, you agree not to give such access rights to anyone to access your account.

You shall be fully responsible for all transactions that take place from the ila App whether such transactions are undertaken with or without your knowledge and authority. Our records containing your instructions received through the ila App are material evidence of such instructions when issued and are legally binding upon you and you waive any right to contest or dispute the validity thereof. You also agree to indemnify and keep us, our officers, employees, agents, and representatives harmless from and against all actions, proceedings, damages, costs, claims, demands, expenses and losses which we may suffer, incur or sustain by reason of us following such instructions.

## 10. Locking user ID

We may temporarily lock your user account for a specified period, if incorrect password and/or incorrect biometric identifications are used consecutively. If this happens, you can request assistance from our Customer Contact Centre at +973 1712 3456 to reset your account and/or password.

## 11. Session expiry

We will automatically disconnect, without any notice, any session which stays inactive for a period of time as determined by us from time to time. If you attempt to login to the ila App while having another valid session running on another device, we will automatically disconnect the first session.

## 12. Notification of changes

You must notify us without delay of any change in your name, address, mobile number, email address, or any other information you have provided us at the time of opening the account. You must also provide us with updated copies of any document submitted during account opening when it becomes invalid or expires, is renewed, updated, or as and when requested by us. This also applies to termination of, or amendment to any power of attorney, or similar representation towards us you have conferred to any person.

## 13. Our right to request security

We may demand from you to provide the usual forms of security for any claims that may arise from the banking relationship, even if such claims are conditional. We shall also notify you of the period by when you have to provide or increase the security.

## 14. Secured claims

We may set up liens on your account to secure all existing, future, and contingent claims against you arising from the banking relationship with us and all our domestic and foreign offices.

## 15. Ownership

The ownership rights in connection with the digital banking software shall remain with us. We grant you a non-exclusive, non-transferable, terminable, temporary, personal license to use the ila App only for the purpose of accessing our banking services and in accordance with our terms and conditions.

The ila App and the information or materials obtained via the ila App are granted to you by us for your sole use on a non-exclusive and non-transferable basis.



## 16. Third parties

We may appoint or engage third party agents or service providers to provide some of or all ila services. Other than in relation to an institution selected by you, we shall use reasonable care in any such selection. In any event neither we nor Arab Banking Corporation (B.S.C.) shall be liable for any loss (including loss of profit), damage, delay or failure to perform occasioned by the acts or omissions of any such third party or agent whether selected by us or you.

We will not be responsible for the negligence, act or failure to act of any third party and will not be involved in any dispute between you and any third party service provider whether or not appointed by us.

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