

WIO BANK PJSC STANDARD TERMS AND CONDITIONS

August 2023

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BELOW IS A GUIDE TO OUR STANDARD TERMS TO HELP YOU UNDERSTAND THE TERMS APPLICABLE TO YOU AND HELP YOU FIND WHAT YOU MAY BE LOOKING FOR. YOU WILL FIND SUMMARIES OF CERTAIN IMPORTANT SECTIONS HERE TO HIGHLIGHT THESE PROVISIONS AND ASSIST YOU IN UNDERSTANDING THESE STANDARD TERMS FULLY. THIS GUIDE IS NOT MEANT TO SUPPLEMENT OR REPLACE YOUR READING OF OUR STANDARD TERMS. PLEASE REFER TO THE STANDARD TERMS FOR CLARITY AND COMPLETENESS IN ALL CASES.

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A. INTRODUCTION

IN THIS SECTION WE SET OUT INFORMATION ABOUT WHO WE ARE, HOW WE OPERATE AND THE APPLICATION OF THESE STANDARD TERMS.

1. WHO WE ARE

If you are reading this, you must be interested in starting a relationship with us or understanding the terms of our existing relationship. We are WIO Bank PJSC ("WIO"), a fully digital bank. What this means is that all of our Services will be provided, and we will interact with you, through Digital Platforms, such as our mobile application ("Mobile App") and website. We do not have physical branches.

2. YOUR RIGHTS

Your rights are important to us. Whenever we communicate with you or otherwise interact with you, we will take measures to clearly explain the documentation and the terms of any product or Service we are offering to you. You have the right to ask for additional information and it is important that you consult with appropriate advisors, including obtaining legal advice if warranted. You have the right to contact us if you have questions about your Account or any Service.

Your rights may differ from one product or Service to another and in some cases, you may have the right to opt out, cancel your subscription or enrolment, request a waiver of fees, request an investigation or file a complaint about your experience.

We want to be as clear as possible about our terms and conditions. We kindly ask you to read these WIO Standard Terms and Conditions ("**Standard Terms**") carefully and fully as it sets out our rights, your rights and addresses the expectations each of us may have.

3. OUR RELATIONSHIP

- 3.1. Our relationship is governed by these Standard Terms and any additional terms and conditions specific to a Service (such as terms of use, minimum balance of an Account and applicable interest rate) or to a Third Party Service, which are notified to you ("**Additional Terms**"). Any terms and definitions used within these Standard Terms can be found in Appendix 1. It is important that you read and understand these Standard Terms and any applicable Additional Terms.
- 3.2. We will use electronic means to contract with you. This means you will accept terms and provide instructions through electronic means that are acceptable to us. Such electronic means will be binding on both of us as if such contract, terms or instructions were executed, agreed and accepted in hard copy and signed in wet ink.
- 3.3. You may be required to complete additional steps to use our Services and to provide consent electronically of any Additional Terms. You understand that such consent will be binding on you. Please read and familiarise yourself with section C(1) which further sets out how we will contract with you.
- 3.4. By applying to open an Account or effecting a transaction on an Account, or requesting or using a Service, you will be deemed to have accepted these Standard Terms and the applicable Additional Terms and you agree to be bound by them.
- 3.5. To the extent there is any conflict between these Standard Terms and any Additional Terms, the relevant Additional Terms will prevail.

4. CHANGES TO STANDARD TERMS AND ADDITIONAL TERMS

- 4.1. We may at any time vary or replace these Standard Terms and any Additional Terms by notice to you through the Notification Channels.
- 4.2. Any amendment or replacement will be effective from the date specified by us.

5. AVAILABILITY OF SERVICES

- 5.1. Our Services will always be provided through Digital Platforms, including Approved Third Party Platforms which will be subject to Additional Terms. What this means is that our Services may be unavailable from time to time for routine maintenance or any other reason and that the processing of certain transactions may not be available twenty-four hours a day, seven (7) days a week.
- 5.2. The availability of the Services will be at our sole discretion subject to satisfaction of certain eligibility criteria and provisions of any other information we require. You must complete, submit, sign and/or accept all forms, mandates, schedules, documents and agreements required by us in relation to a Service. We may, without reason, refuse to provide a Service or suspend or withdraw the availability of a Service.

6. OUR CHARGES AND FEES

- 6.1. The Fee Schedule is available on our Mobile App and Website. You will be liable for and must pay all Charges and Fees applicable to the Services availed.
- 6.2. We may at any time vary the Charges and Fees by notice to you through the Notification Channels.
- 6.3. We are authorised to debit any Account for the amount of any Charges and Fees (including any service charge) and any applicable taxes, duties, expenses, legal charges, charges for dishonored cheques, stopped cheques and interest in debit balance (whether authorized or not).

7. OUR COMMUNICATION

- 7.1. In respect of any notification or communication to you, we may use the Notification Channels or such other form of notification used by us from time to time.
- 7.2. In respect of any notification or communication to us, you must send through the Website or Mobile App. Please also see section C(1) to understand how you can provide instructions to us.

8. INFORMATION WE NEED FROM YOU

- 8.1. To use a Service, including opening an Account, you must provide all information requested by us from time to time. If you do not provide all of the information that we ask for, we might decline your application for a Service, or restrict, suspend or terminate the provision of the Services we make available to you.
- 8.2. You must promptly inform us in writing of any change in your information on an ongoing basis, including but not limited to:
 - (a) where you are a natural person, you must promptly provide to us: (i) copies of your renewed passport, residency visa or other identification documents when issued (ii) notification of any change of address; and (iii) such other information requested by us; and
 - (b) where you are a legal entity, you must promptly provide to us: (i) copies of any amendments to your constitutional documents (ii) information on any changes to your ownership,

directors or manager; (iii) your renewed licenses when issued; and (iv) such other information requested by us.

- 8.3. You must ensure that, when providing any information to us, it is true and correct in every respect and contains all material information relevant to the subject matter of the request. Should any information previously provided by you become inaccurate or incomplete, you must promptly notify us.

B. ACCOUNTS AND SERVICES

IN THIS SECTION YOU CAN FIND OUT MORE ABOUT OUR ACCOUNTS AND SERVICES, INCLUDING HOW TO OPEN AN ACCOUNT, THE TYPES OF ACCOUNTS AND TERMS RELATING TO THE USE OF AN ACCOUNT.

1. OPENING AN ACCOUNT

- 1.1. We may offer different types of Accounts, each with different features as further described in section B(2) below and any applicable Additional Terms. You may open one or more Accounts.
- 1.2. To open an Account, you must satisfy the applicable eligibility criteria for that type of Account and submit to us all required forms, information and documents in a form acceptable to us.
- 1.3. We may convert an Account into a different type of Account or modify a Service, at any time, for whatever reason and without notice.
- 1.4. Currency
- (a) We may open Accounts in any currency approved by us.
 - (b) The currency of an Account will be determined by us at the time of opening the Account. All cash withdrawals from an Account will be subject to the availability of that currency.
 - (c) Any Instructions or transactions on an Account other than in the currency of the Account may incur a charge.
 - (d) Any interest earned or charged on a balance in an Account will be payable in the currency of that Account. Interest rates in respect of foreign currency Accounts may be positive (in which case interest will be earned on that Account) or negative (in which case, interest will be charged to the Account).
 - (e) We may permit a transaction under an Account in a currency other than the currency of that Account. We will, at all times, be entitled to convert any amount in a currency other than the currency of an Account into the currency of that Account.
 - (f) Maintenance of an Account or carrying out a transaction in a currency other than AED will be at your entire risk, including risks arising from any restrictions imposed by any governmental or regulatory authority, exchange control or currency fluctuations.
 - (g) All foreign currency exchange rates will be at our exchange rates prevailing at the time the relevant foreign currency transaction is effected by us. We reserve the right to charge fees and/or commission on any such conversions.

1.5. Joint Accounts

- (a) You may be able to open a Joint Account. A Joint Account is an Account that is held by two or more natural persons or two or more legal persons.
- (b) In the absence of any instructions to the contrary from each Joint Account holder, each Joint Account holder is entitled to an equal share of the credit balance of the Joint Account.
- (c) The holders of a Joint Account must provide an Account mandate regarding the operation of a Joint Account. If such mandate is not provided, the opening and operation of a Joint Account will require the signature or equivalent authorisation of all of the Joint Account holders.
- (d) We are entitled to place to the credit of any Joint Account all amounts, including dividends, interest and capital funds arising from securities or proceeds of cheques or bills, received or collected by us for the credit of the Joint Account holders.
- (e) We are entitled to apply any credit balance on a Joint Account in satisfaction of any Liabilities due from all or any one of the Joint Account holders.
- (f) Each Account holder of a Joint Account will be jointly and severally liable to us for repayment and satisfaction of all Liabilities owing or incurred under the Joint Account or by either Account holder.
- (g) Any and all cheques, notes or other instruments payable or purporting to belong to one or more Joint Account holders can be deposited in a Joint Account for the benefit of all the Joint Account holders.

1.6. Accounts for Minors

- (a) You may be able to open an Account for a minor, subject to Applicable Law and our internal policies.
- (b) Such Accounts may only be operated by the legal or court-appointed guardian of the minor until such minor attains the age of majority under Applicable Law.
- (c) For Minor Accounts, our Services can only be used by a verified legal guardian and such guardian will assume the full responsibility for the minor's subscription and use of the Services.
- (d) Minor Accounts will be subject to Additional Terms such as usage restrictions and eligibility criteria as specified by us from time to time.

2. TYPES OF ACCOUNTS

2.1. Current Account

- (a) A Current Account is a cash deposit account meant for daily use into which cash deposits and from which cash withdrawals are permitted. Credit balances on a Current Account will not bear any interest unless expressly specified in the applicable Additional Terms.
- (b) A Current Account may only be opened and maintained by a resident of the UAE. You may be able to convert such Current Account to a different type of Account. If the Current Account is not converted within the time period prescribed by us, we may either convert the Current Account into an Account that we consider appropriate or close the Account and transfer any available credit balances to you in any manner that we consider fit.

2.2. Call Account

- (a) A Call Account is a cash deposit Account into which cash deposits are permitted and from which cash withdrawals are permitted.
- (b) Credit balances on a Call Account may bear interest, as specified in the applicable Additional Terms.

2.3. Savings Account

- (a) A Savings Account is a cash deposit Account into which cash deposits are permitted and from which cash withdrawals are permitted subject to certain conditions.
- (b) Credit balances on a Savings Account will bear interest at the rate and calculated in the manner specified in the applicable Additional Terms.

2.4. Term Deposit Account

- (a) A Term Deposit Account is a cash deposit Account made for a duration of time that is agreed between us and you.
- (b) The term deposit in a Term Deposit Account will bear interest at the rate and be calculated in the manner specified in the applicable Additional Terms.
- (c) Withdrawals of all or any part of a term deposit prior to the agreed maturity date are subject to such conditions as determined by us. You acknowledge and accept that any early withdrawal of a term deposit may result in the application of lower interest rates and early withdrawal fees or penalties, as specified in the Additional Terms.

2.5. Other Accounts

We may make available other types of Accounts for specific purposes which may be subject to Additional Terms.

3. USING AN ACCOUNT

3.1. The Accounts must only be used in accordance with these Standard Terms, any applicable Additional Terms, and Applicable Laws.

3.2. You must satisfy any applicable minimum balance requirements as determined by us and notified to you from time to time. You understand that we may impose fees if such minimum balance is not maintained.

3.3. You must always ensure the availability of sufficient funds in an Account or other arrangements with us in order to meet any instruction issued by you.

3.4. To use an Account, you must designate Authorized Users:

- (a) If you are a legal entity, you must designate Authorized Users to manage your relationship with us, including operating Accounts, using Services and giving instructions on your behalf. You must complete all forms and submit all other documentation required (from time to time) by us for this purpose.
- (b) If you are a natural person, you may designate Authorized Users with authority to operate Accounts, use Services and give instructions on your behalf. You must complete all forms and submit all other documentation required by us for this purpose.

- 3.5. You understand that any actions taken by an Authorised User will be deemed to have been validly authorized by you and will be binding on you as if such actions were taken or instructions provided by you directly.
- 3.6. You must inform us, without delay, on an ongoing basis, of any changes in authority or status with respect to the Authorized Users you have designated to operate the Account and/or use Services on your behalf.
- 3.7. You are responsible for verifying the identity of each Authorized User. You will ensure the Authorized Users only use the Services in accordance with these Standard Terms, Additional Terms, and Applicable Laws.
- 3.8. Your Account may become dormant if no transactions (other than those initiated by us) have been initiated on such Account for a period specified by us or Applicable Law from time to time.
- 3.9. We will notify you of our decision to consider an Account as dormant. If no response is received from you and/or no transactions are initiated by you on the Account, we may take all steps we deem necessary in accordance with our policies and Applicable Law (including to transfer amounts standing to the credit of a dormant Account to a dormant account ledger maintained by us or the Central Bank and to stop or reduce the frequency of any account statements in respect of such dormant Account).
- 3.10. You may re-activate a dormant Account by submitting a request to us. Until the re-activation of a dormant Account, we may impose precautionary measures such as rejecting transactions and/or restricting access to the Account. All Charges and Fees due to us will continue to accrue and will remain payable by you.

4. OVERDRAFT

- 4.1. We may permit overdrafts on certain Accounts at our sole discretion, subject to these Standard Terms and the Additional Terms applicable to the Accounts.
- 4.2. We are not obliged to permit an overdraft on an Account to occur or continue. If we allow any overdraft to occur or an overdraft to be increased, for any reason, the amount overdrawn, together with interest and other charges, will be repayable immediately upon demand by us.
- 4.3. Overdrafts are subject to fees and charges. We will be entitled to charge interest on any overdrawn amount at such rate as we may from time to time determine and will be calculated in accordance with the Fee Schedule and will be debited from the Account at such intervals as we may determine. Any payment by you from an overdrawn Account will be applied by us first in settlement of interest and other charges on the overdraft and thereafter towards settlement of the principal amount of the overdraft.
- 4.4. We are entitled to debit your Account with the amount of any fees, charges, costs or expenses due to us, any cheques, bills of exchange, promissory notes, orders for payment drawn or Debit Card transactions accepted or made by you and to carry out any instructions relating to the Account even if doing so may cause the Account to be overdrawn or any overdraft to be increased.

5. DEBIT CARDS

- 5.1. We may issue a Debit Card to you if you hold a Current Account and/or Savings Account at our sole discretion. Such Debit Cards may be used to effect transactions wherever Debit Cards are accepted (including without limitation, in person, through the internet, by telephone or by any other means with or without the physical presence of the Debit Card), or to effect withdrawals,

transfers or direct debits using automated teller machines ("ATMs"). Debit Cards, including Supplementary Cards, will be subject to these Standard Terms and any Additional Terms.

- 5.2. We may also issue Supplementary Cards for individuals designated by you at our sole discretion. All Supplementary Cards will be treated in the same manner as a Debit Card issued in your name and all transactions effected on any Supplementary Card issued by us will be your sole responsibility.
- 5.3. If a signature panel is included on the Debit Card, you must sign the signature panel on (and the Supplementary Cards must be signed by the individual whose name is embossed on the card) and activate the Debit Card and any Supplementary Cards in the manner prescribed by us and within the period prescribed by us or the Debit Card and Supplementary Cards may be cancelled by us. Any new Debit Card requested by you will be issued at your expense.
- 5.4. You must ensure the safe and proper use and custody of the Debit Card. You undertake not to pass possession of the Debit Card to any other person. You must promptly notify us and the relevant authorities in case a Debit Card is lost, stolen or misused. Unless and until we have received that notification, you will remain responsible for any transaction which has been processed on the Debit Card.
- 5.5. You must only use the Debit Card for transactions which are legally acceptable in the UAE and the country in which the Debit Card is used. We are entitled to reject any transaction which we believe may cause a breach of this clause.
- 5.6. You must pay any and all charges imposed by us for all transactions effected on the Debit Card. Any Debit Card transaction made in a currency other than AED will be converted into AED by us at our exchange rate prevailing at the time the relevant foreign currency transaction is debited from the Debit Card.
- 5.7. We will debit your Account with the total amount plus any fees and charges (where applicable) with respect to any cash withdrawals, transfers, direct debits and payments for goods and services or any other transactions made using the Debit Card.
- 5.8. All Debit Card transactions will be subject to maximum daily restrictions on the number of transactions conducted on a Debit Card as well as the value of such transactions (whether individually or in aggregate) and any other conditions as we may deem appropriate. We may change any daily restrictions without giving any reason or prior notice to you. Such changes will apply immediately.
- 5.9. You are liable for any Liabilities incurred in respect of the Debit Card at all times.

6. CHEQUES

- 6.1. We may issue a cheque book to you at our sole discretion. We may issue a cheque book in respect of a Current Account. If issued, a cheque book will be sent by mail or courier to your address registered with us, at your absolute responsibility and risk and without liability to us.
- 6.2. You must keep the cheque book in a safe place to ensure there is no misuse or fraudulent use. If the cheque book or any cheque(s) are lost or stolen, you must promptly notify the competent authorities and give immediate notice in writing to us to stop the payment of the lost or stolen cheque(s). Until we have received such notification, you will be responsible for any cheque drawn on your Current Account.
- 6.3. We are entitled to debit your Current Account with the amount of any cheques written by you.

- 6.4. Digital images or electronic representations of cheques may be made or captured and used by financial institutions, including us, involved in the exchange and clearance of cheques in the UAE. As such, original cheques may be destroyed and will not be returned to you. We are entitled to act on any such image or representation for all purposes as if it were an original cheque.
- 6.5. You are obliged to ensure that the total amount of cheques that you have written on your Current Account do not, at any time, exceed the credit balance available in such Current Account. We are entitled (but not obliged) to refuse to honour any cheques drawn against an insufficient credit balance on your Current Account.
- 6.6. We will be entitled to impose charges on cheques which are returned unpaid. If cheques are returned due to insufficient funds in your Current Account, we may close the relevant Current Account, collect from you any unused cheques and report your name and returned cheque details to the Central Bank of the UAE, the Etihad Credit Bureau or any other competent authority without any notice to you or any liability on us.
- 6.7. You agree that any instructions to stop payment of any cheque will only be accepted in accordance with Applicable Law and our policy. In accordance with Applicable Law, we will not accept a stop payment of any cheque other than where such cheque has been lost, stolen or upon the bankruptcy of the bearer. You accept that we have no liability if it fails to comply with your instructions or for any consequences and cost, including, without limitation, legal fees and penalties, which may arise out of our compliance with such instructions.
- 6.8. We reserve the right to refuse to honour any cheque which does not meet our requirements or those of the Central Bank or under any Applicable Laws.
- 6.9. We reserve the right not to honour any cheque which is more than six months old.

7. PAYMENT INSTRUMENTS

- 7.1. We may accept cheques or other similar payment instruments for deposit to your Account if such cheques or payment instruments are made out in your favour or otherwise endorsed to your order. We will not accept third party cheques for the initial funding of a new Account. In receiving cheques or other similar payment instruments for collection, we act merely as your collecting agent and assumes no responsibility for the realisation of such cheques or instruments. In the event of non-acceptance or non-settlement of an instrument, we will notify you of such non-acceptance or non-settlement of the instrument. We will be under no obligation to notify or take any action against any other party.
- 7.2. You agree that the proceeds of any cheques or other payment instruments will not be available for withdrawal until actually received and cleared by us. Without prejudice and in addition to any of our rights under Applicable Law, if the payment of the amount of any cheque or other similar payment instrument drawn in your favour is not received by us, such amount, if previously credited to your Account may, without further notice to you, be debited from your Account (whether or not the cheque itself can be returned) and/or you must promptly repay such amount within three (3) days of our demand.
- 7.3. Where we accept foreign currency cheques for deposit, you understand that the laws of the jurisdiction where the drawee bank is located will apply and cheques may be returned for as long as seven years from the date of credit if it is found that any form of fraud has been committed. You understand and accepts that it will be liable for any return of such foreign currency cheques irrespective of when such return occurs.
- 7.4. All cheques or other similar payment instruments deposited for collection are accepted by us on the condition that you assume full responsibility for the genuineness, validity and correctness of

the endorsements and signatures appearing thereon. Our service as collection agent is provided at your risk and we will not be liable for the delay or loss in transit of the cheque or other similar payment instrument.

- 7.5. If we determine that a cheque or other similar payment instrument that has been accepted by us for deposit to your Account was fraudulent, we reserve the right and you authorise us to debit your Account (and in case of an insufficient balance, to overdraw your Account) for an amount up to and including the value of such cheque or other similar payment instrument, without any liability.
- 7.6. We will not be liable for the loss, mutilation or dishonor of any cheque or other payment instruments nor for the failure to credit, late presentation granting time, any delay in crediting the Account or non-payment and return of cheques and other payment instruments.

8. STANDING INSTRUCTIONS

- 8.1. We may accept your standing instructions for certain recurring payments at our sole discretion.
- 8.2. A fee may be applicable for the initial setting up or amendment or cancellation of a standing instruction. This charge does not include the incidental postage, stamp duty and/or telex/correspondent charges which may also be applicable as per our standard tariff of charges in force from time to time. We may also at our discretion levy a charge on each standing instruction payment not effected for lack of funds.
- 8.3. You must ensure that there are sufficient funds in the Account to enable us to meet any standing instruction on the Account on the due date.
- 8.4. We are entitled to determine the priority of any standing instruction against cheques presented or any other existing arrangements made with us.
- 8.5. If we are unable to process a standing instruction due to insufficient funds for successive periods, we may terminate the standing instruction without any notice to you.
- 8.6. If the Account has insufficient funds we are not obliged to notify you. We may at our sole discretion exercise our discretion to comply with a standing instruction even if such payment will overdraw your Account.
- 8.7. Any amendments or cancellations of the standing instructions will not be effective unless received by us at least before seven (7) Business Days before the next activation or due date of the standing instruction, provided that the standing instruction is revocable and can only be cancelled by you.
- 8.8. We, our correspondents, or agents will not be responsible for any loss, delay, error, or omission arising out of any mode of communication used for effecting transfers under standing instructions.
- 8.9. We may terminate/stop any standing instruction as to future payments at any time after being advised by a beneficiary of a standing instruction that no further payment is required.

9. FUND TRANSFERS

- 9.1. We may allow you to make fund transfers from time to time. You understand that fund transfers entail the use of electronic systems, networks and third parties (including intermediary banks) that are outside of our control. We are not responsible for any delays, failures, errors or other shortcomings in executing, processing or completing any transfer due to an electronic system,

network or the actions of any third party (including any intermediary bank or foreign regulator). Such transfers are entirely at your risk.

- 9.2. Unless expressly advised by you, transfers will be affected in the currency of the country in which payment is to be made.
- 9.3. Unless otherwise specified, all charges incurred outside the UAE are for the account of the beneficiary.
- 9.4. You understand that funds transfers may not be instant and that it may take a number of Business Days (excluding any public holidays in the UAE and the country where the beneficiary's account is located) for the funds to be received by the beneficiary.

10. MONITORING YOUR ACCOUNT

- 10.1. You must be vigilant and monitor your use of the Account. We will send an account statement for each Account to you at fixed intervals in accordance with our policies.
- 10.2. Account statements will be delivered through the Notification Channel selected by you or any other means used by us from time to time. Any account statement delivered electronically will be deemed to constitute an account statement as required by Applicable Law and will, for all purposes, satisfy our obligations to deliver to you an account statement.
- 10.3. You must review each account statement and notify us of any discrepancy within fifteen (15) days of the statement date (and where you do not receive or is unable to access the account statement, such period will begin from the date you receive and are able to access the account statement after providing notice to us pursuant to clause 16.4 below), failing which the account statement will be deemed to be correct (subject to our right to rectify any error) and accepted by you. You may not thereafter raise any objections to the account statement and the account statements maintained by us as to the status of your Accounts will be conclusive and binding on you.
- 10.4. It is your responsibility to notify us if you do not receive an account statement within one (1) month of the date on which the account statement should have been received or is otherwise unable to access an account statement within twenty-four hours of the date on which the account statement was received by or made available to you. Upon expiry of such period you shall be deemed to have received and accessed the account statement. We will not be liable for your non-receipt or late receipt of account statements.

11. THIRD PARTY SERVICES

- 11.1. We may refer to you, market or otherwise provide information on Third Party Services. You agree to receive such information and acknowledge that we may receive fees from the third party providers in return for our marketing or sale of the Third Party Services on their behalf.
- 11.2. Third Party Services are provided subject to additional terms and conditions of the third party providers. You agree to comply with all such additional terms and conditions. All Third Party Services will be accepted by you "as is" at your own risk. We make no representations and provide no warranties whatsoever, expressed or implied, and we will not have any liability whatsoever, in respect of: (i) the scope, quality, merchantability, suitability or fitness for any use or purpose of any Third Party Services; or (ii) any offers, representations or commitments made to you by any third party providers.
- 11.3. You agree that our role is limited to marketing or making a referral and we will not be responsible for the provision of Third Party Services or any liability arising out of your relationship with the

third party providers of the Third Party Services, including for any negligence, breach of any statutory or other duty, or failure to comply with the terms and conditions of such Third Party Services, by the third party provider and/or any other party associated in any way, directly or indirectly, with such Third Party Services.

- 11.4. You expressly acknowledge that you will only have recourse against the third party providers and you will have no right of set-off or any other recourse against us. If there is any dispute between you and the third party provider of any Third Party Service, your obligations to us will not in any way be affected by such dispute or any opposing claim or right of set-off that you may have against such third party provider. You must raise any claims, complaints and/or disputes in relation to any Third Party Services directly with the relevant third party providers. We will not, at any time, be deemed to be the supplier or issuer of any Third Party Services and unless otherwise expressly stated by us, we will not be deemed to be the agent or representative of any third party providing the Third Party Services.
- 11.5. You understand that Third Party Services are offered by third parties and outside of our control. We make no promises about any Third Party Service, including without limitation its reliability, availability or ability to meet your needs. We provide Third Party Services "as is". We cannot and do not ensure continuous availability of Third Party Services. You understand and agree that a Third Party Service can change or be discontinued at any time without notice to you.

12. ADDITIONAL SERVICES

- 12.1. We may offer you additional services at our sole discretion from time to time. Such additional services will be subject to terms and conditions and fees notified or made available to you.
- 12.2. We may provide Services that require specific hardware, software and/or other equipment ("**Equipment**") for you to use the Service and we may provide such Equipment to you upon request.
- 12.3. You agree to:
- (a) keep the Equipment safe and secure at all times;
 - (b) use the Equipment only as instructed and permitted by us; and
 - (c) return the Equipment to us in good condition when requested or upon termination of the relevant Service.
- 12.4. You understand that we will not be responsible for the servicing, maintenance or replacement of any Equipment.

C. OTHER THINGS YOU SHOULD KNOW

IN THIS SECTION WE SET OUT HOW YOU CAN COMMUNICATE WITH US, WHAT HAPPENS IF YOU ARE DECEASED OR BECOME INSOLVENT, HOW YOU CAN FILE A COMPLAINT AND THE SECURITY MEASURES YOU MUST HAVE IN PLACE TO USE OUR SERVICES.

1. COMMUNICATING WITH US

- 1.1 You can contact us for any concerns or to withdraw consent in relation to section D(15) below through the [Contact Us form or other means] set out on our Digital Platforms or as set out in our Privacy Policy.

- 1.2 You may submit instructions to us via any Digital Platform acceptable to us ("**Instructions**"). Instructions are irrevocably and unconditionally binding and are made at your sole risk and responsibility.
- 1.3 You agree that Instructions may be recorded, replicated and/or stored and will be admissible as evidence in any court, arbitration or other proceedings.
- 1.4 We are entitled (but not obliged) to act upon or rely on any Instructions even if made fraudulently and even if they conflict with the terms of any other instructions or mandates given by you at any time. We may delay or refuse to carry out an instruction if we have any concerns about the content, validity or authenticity unless this is resolved to our satisfaction.
- 1.5 We are authorized to accept, act and rely upon, and treat as valid and accurate all Instructions and are under no obligation to
 - (a) verify the authenticity or validity of any Instructions;
 - (b) verify the identity or authority of any person giving an Instruction;
 - (c) verify the authenticity of any signature(s) on any Instruction; or
 - (d) seek your prior approval before acting on any Instruction,however, we may in our absolute discretion, take steps to ascertain the validity, authenticity and origin of any instruction.
- 1.6 You are solely responsible for the accuracy and completeness of all of your Instructions (including those sent by your Authorized Users) to us. We are not liable for any error, omissions, mutilation, interruption or delay occurring in the transmission of such instructions.
- 1.7 After an Instruction has been submitted, we may not be able to process a request for the cancellation, reversal or amendment of a prior Instruction. In the event that you request us to cancel or modify any Instruction for whatever reason, we will make all reasonable efforts to comply with your request. However, we are not liable for any failure to cancel or modify the Instruction if such a request is received at a time or under circumstances that render us unable to comply with your request.
- 1.8 All Instructions received by us will be subject to cut-off times and daily limits prescribed by us from time to time. We may change such cut-off times and daily limits without giving any reason or prior notice to you. Such changes will apply immediately. We accept no responsibility for any delay in effecting a transaction due to time constraints, time differences between regions or regional holidays.
- 1.9 You may issue an Instruction requesting us to forward certain information to third parties on your behalf. If we agree to act on such request, we will use reasonable efforts to forward any such information to the recipient and address specified in the relevant Instruction within a reasonable time of receipt of such Instruction. You must ensure the information we ask you to forward is complete, accurate and will not give rise to any claim against us (including without limitation any claim in defamation, in relation to privacy or for infringement of any other third party rights).
- 1.10 You acknowledge and accept the risk that Instructions may be intercepted, monitored, amended, corrupted, contain viruses or be otherwise interfered with by third parties and acknowledge and agree that we are not responsible or liable to you or any third party for, and you waive any and all claims in respect of, any losses arising from the same.

2 WHAT HAPPENS WHEN SOMETHING GOES WRONG

- 2.1 Our relationship will continue in the event of your death, incapacity, insolvency or bankruptcy. We may continue to act from time to time in reliance upon any account mandate designating Authorised Users until we receive written notice of your death, incapacity, insolvency, or bankruptcy.
- 2.2 Written notice of the occurrence of any event described above must be provided by:
- (a) Authorised Users of the Account held by a legal entity;
 - (b) Authorised Users of the Account held by a single natural person Account holder which has designated Authorised Users;
 - (c) the other Joint Account holders if the event affects a Joint Account holder,
- no later than ten (10) days from the occurrence of such event.
- 2.3 Upon being notified of the death, incapacity, insolvency, or bankruptcy, we must act in accordance with Applicable Laws and we are entitled to:
- (a) cease the provision of a Service (whether in whole or in part) to; and/or
 - (b) block or freeze an Account (whether in whole or in part) in your name, whether held singly or jointly with another Account holder, from the date of notification until we receive an order from a competent court or authority having jurisdiction over us. At any time that an Account is blocked or frozen we may accept deposits into that Account in accordance with these Standard Terms but no withdrawals can be made from such Account other than in accordance with Applicable Law or in accordance with an order from a competent court or authority having jurisdiction over us.

3 SECURITY MEASURES

- 3.1 Access to any Service will be protected by password and/or other security measures. Each Authorised User will be assigned or given the option to select User Verification Data. You must keep and must ensure each Authorised User must keep User Authentication Data confidential and ensure that it is used only by the Authorised User for whom it is issued. You will be fully liable for all use or misuse of any such User Authentication Data and must comply with all reasonable instructions notified to by us from time to time relating to such User Authentication Data.
- 3.2 You are solely responsible for:
- (a) acquiring and maintaining any equipment required for your continued use of and access to any Service and, if applicable, anti-virus and other security measures for such equipment, including measures for adequate protection and back-up of data; and
 - (b) ensuring that the equipment which you use to access and use a Service is suitable for such use and is functional.
- 3.3 You agree to develop and/or maintain adequate security procedures (i) to ensure that User Authentication Data is not disclosed to any persons other than such of your authorized representatives who have been authorized by us to use the Services, (ii) to prevent access to the Services by any unauthorized persons; (iii) to prevent the use or misuse of the Services; (iv) to ensure that any electronic device used to access a Service is not affected by computer viruses, trojan horse programs (such as key loggers) and other harmful programs or components.

- 3.4 You must take all reasonable precautions.
- 3.5 You are responsible for all uses of User Authentication Data and for any acts or omissions during such use (including any Instruction) and we will be entitled to treat any access to, or use of, the Services (including without limitation any Instruction) as having been duly authorized by you regardless of whether or not it was effected on your behalf by your authorized representative. We are not required to verify the authenticity of any instructions received from you authenticated by User Authentication Data.
- 3.6 You must promptly notify us: (i) of any loss or theft of User Authentication Data; (ii) if you believe the confidentiality of any User Authentication Data has been compromised; (iii) of any actual, attempted or threatened unauthorized use of User Authentication Data or the Services; (iv) of any change to an Authorised User.
- 3.7 You must comply with all our security procedures and any other requests we may issue to you regarding the security of the Services, including instructions on steps to remedy any breach of security.
- 3.8 You must ensure that neither your Authorised Users nor your employees, as applicable, do anything which may result in the security of the Services, or the systems or security of any of our other clients, being compromised.

4 SOFTWARE

- 4.1 We grant you a non-exclusive, non-transferrable right to use any software, application or electronic platform ("**Software**") offered by us to enable you to use a Service on the basis that you: (a) do not sub-license, copy, disclose, or amend such Software; and (b) use the Software only to access and use the Services. We are not responsible for any errors, loss of data or delays if the Software is tampered with and/or corrupted.
- 4.2 You will indemnify us against any claim, financial, or other, for infringement of a patent, design, trademark or copyright which we may incur as a result of your use of the Software.

5 DISPUTES & COMPLAINTS

- 5.1 You must report any unusual transactions on your Account as soon as possible and no later than fifteen (15) days within the date of the relevant transaction.
- 5.2 If you are unsatisfied with any Service offered by us, a complaint can be raised by following the steps on our Mobile App and/or Website.

D. GENERAL TERMS

IN THIS FINAL SECTION WE SET OUT ADMINISTRATIVE MATTERS OF OUR RELATIONSHIP, INCLUDING HOW YOUR DATA WILL BE TREATED, THE SECURITY WE BENEFIT FROM AND HOW OUR RELATIONSHIP CAN COME TO AN END.

1. OUR RIGHTS

- 1.1 We are entitled in our sole discretion to freeze, block transactions or put a hold on an Account or monies in an Account at any time if:
 - (a) in our opinion, there is any breach of Applicable Law;
 - (b) you have breached these Standard Terms or any Additional Terms;

- (c) the Account has a debit balance and in such case you will be obliged to pay us the amount of any debit balance with interest and other applicable charges;
 - (d) we receive written confirmation or other evidence to our satisfaction of: (i) your or any Joint Account holder's death or legal disability (or, if you are a legal entity, confirmation of dissolution) until the relevant court appoints the legal successor; or (ii) in the case of a minor, the legal guardian's death or legal disability;
 - (e) we receive an order from a court or other regulatory authority, having jurisdiction over us, to suspend, freeze, block or put a hold on the Account;
 - (f) we believe that funds in your Account have been obtained through unlawful means or that your Account is being used to effect suspicious transactions. In such a case, we may require you to provide any necessary documentation to verify the legality of the transactions in question;
 - (g) we believe that you are no longer a resident of the UAE or that you are likely to permanently leave the UAE;
 - (h) your salary transfers (if applicable) to us cease or we believe that you are likely to lose your primary source of income, and you have existing obligations to make payments to us;
 - (i) you do not comply with any of our requests;
 - (j) so required due to our policies or Applicable Law; or
 - (k) there are any other valid reasons why we consider it is necessary to do so.
- 1.2 We are not responsible for any loss to you arising out of any Account or transactions, as applicable, being suspended, frozen, blocked or put on hold.
- 1.3 We are entitled to, and you authorize us to, debit the Account (in case of insufficient balance to overdraw the Account) if we have credited any funds to the Account in error without any liability on us. You hereby waive any right to file any claim or lawsuit against us as a result of exercising our right under this clause.

2. RECORDS

- 2.1 As a digital bank, we maintain no paper records and our records will always be in electronic form. Our records (howsoever retained) of your dealings with us, including without limitation communications, statements and transactions, will be conclusive evidence of such dealing and will be binding on you.
- 2.2 Any certificate issued, or decision made, by us about a matter or an amount payable in connection with these Standard Terms or any Additional Terms will be conclusive and binding on you.

3. SEVERANCE

You agree that the invalidity, illegality or unenforceability of any provision in these Standard Terms will not affect or prejudice the other provisions of these Standard Terms.

4. NO WAIVER

A waiver by us of any provision of these Standard Terms will only be effective if given in writing, and only to the extent that it is expressly given. If we fail to exercise or delay exercising any power

or right, that failure or delay will not operate as a waiver and we can choose to exercise that power or right at a later time.

5. ASSIGNMENT

- 5.1 We can transfer any of our rights or obligations (in whole or in part) in relation to any Service, these Standard Terms and any Additional Terms to any third party at any time without obtaining your consent. You agree to sign or enter into any agreement or acknowledgment required by us to give effect to any such transfer, assignment or novation.
- 5.2 You cannot transfer any of your rights and/or obligations under an Account, these Standard Terms and any Additional Terms to any party without our prior consent.

6. TERMINATION

- 6.1 Our offering of any Service under these Standard Terms is at our sole and absolute discretion and may be closed, suspended or discontinued, in whole or in part, temporarily or permanently at any time, for any reason. We will give you reasonable notice of any such closure, suspension or termination except for Third Party Services. Please also see section B(11.5).
- 6.2 You may request the termination of any Service offered under these Standard Terms or request the closure of an Account at any time by giving us prior notice provided there are no outstanding Liabilities due to us. The precise notice period will differ depending on the Service being terminated or Account being closed. Unless expressly agreed to the contrary, you must provide us with at least thirty (30) days' prior notice of closure or termination.
- 6.3 Upon closure of an Account or termination of a Service, we have the right to:
 - (a) require the immediate settlement of all or any part of your Liabilities that remain outstanding;
 - (b) immediately enforce any collateral or security provided to us and exercise any of our rights in respect of such collateral or security; and/or
 - (c) retain any of your assets in our possession until we are satisfied that all of your Liabilities due to us are (or will be) irrevocably and unconditionally discharged, in each case, without further notice to you or resorting to any further formal action, whether legal or otherwise.
- 6.4 Upon closure of an Account or termination of a Service, you must: (i) cancel all payments into and out of any closed Accounts; and (ii) return any unused cheques and destroy any Debit Card relating to any closed Accounts.
- 6.5 Closure of an Account or termination of any Service will be without prejudice to any of our accrued rights prior to the date of termination.
- 6.6 Any provisions relating to or containing disclaimers, limitations on liability, indemnities, disclosure of information, rights of retention and security over any assets, set-off and tax will survive the termination of these Standard Terms.

7. SURVIVAL OF TERMS

The closure of an Account or cancellation, expiry or termination of any Service will not affect any rights or obligations which have accrued prior to such cancellation or termination, or any provisions of these Standard Terms which are intended (whether expressly or implicitly) to survive cancellation, expiry or termination.

8. INTELLECTUAL PROPERTY

You understand and accept that any information, publications, marketing materials, software or other materials contained in or relating to any Account or Service ("**IP Material**") are our property. You agree that you will not reproduce, adapt, reverse engineer, decompile, modify, distribute, display, transmit or otherwise exploit any IP Material in whole or in part or permit any other party to do so, or allow access to any other party without our prior written permission.

9. CONFLICTS

9.1 Our provision of Services under these Standard Terms is not exclusive. We may, without further notification to you, provide Services or carry out transactions with or for you:

- (a) in which we have a direct or indirect interest;
- (b) in circumstances where we have a relationship with another party which does or may create a conflict with a duty that we may owe to you;
- (c) in circumstances where we may act as market maker;
- (d) which relate to the provision of brokerage services to you and/or to any other person;
- (e) which involve us acting as financial adviser, banker or otherwise providing services to an issuer;
- (f) in which we act as agent for more than one person; or
- (g) in which we earn profits from any of the activities listed above.

9.2 To extent permitted by Applicable Law, we will be entitled, without further disclosure, to accept and retain for our own account and benefit, any profit, rebate, brokerage, commission, fee, benefit, discount and/or other advantage arising out of or in connection with any Service or transaction.

10. INDEMNITY

You will indemnify us for any losses, damages, liabilities, actions, suits, proceedings, costs and expenses (including legal and any other professional advisers' fees) and any other liability of whatever nature or description howsoever arising that we suffer as a result of any claims or demands brought against us in connection with: (i) your use of the Services and/or any Digital Platform; or ii) us acting on or refraining from acting on your instructions; (iii) your or Authorised Users' actions which are inconsistent with or in breach of the terms of these Standard Terms, Additional Terms, or Applicable Laws and (iv) any of the Accounts or transactions (as applicable) being suspended, frozen, blocked or put on hold.

11. LIMITATION OF LIABILITY

11.1 We are not responsible for any erroneous payments to any service provider, utility company, credit card institution or other payee or beneficiary for any error made by you in creating a payment instruction, including without limitation entry of an incorrect credit card number, utility account number, beneficiary account details, or any other relevant information. You waive any right to hold us responsible for any mistake or omission relating to the Services and any delay by us due to reasons beyond our control in onward transmission of funds to any service provider, utility company, credit card institution or other payee or beneficiary which may result in disruption of the related service or transaction.

- 11.2 We will not be liable for any claims, demands, losses, damages, liabilities, actions, suits, proceedings, costs and expenses (including legal and any other professional advisers' fees) and any other liability of whatever nature or description howsoever arising out of or in connection with:
- (a) any event outside our control including (without limitation) acts of God, war, riots, hostilities, terrorist activity, local or national emergency, fire, pandemics, natural calamities, explosions, strikes, court orders, legal restraints, any change in any law, failure of equipment or software, technical, power, communication or network malfunction or breakdown;
 - (b) the termination, suspension or disruption of a Service or Approved Third Party Platform in whole or part;
 - (c) any misuse of our Services by you where the misuse is a result of failure to implement reasonable security measures and/or otherwise comply with these Standard Terms; and
 - (d) your use of our Services.
- 11.3 We expressly exclude any liability for loss or damage which may be caused to you (i) while we are acting in good faith and in compliance with these Standard Terms and Applicable Laws, or (ii) due to your breach of these Standard Terms or any Additional Terms.
- 11.4 We will only be liable to you for direct loss which has been finally judicially determined to have been caused by our fraud, gross negligence or wilful misconduct. We will not be liable for any indirect loss under any circumstances, howsoever arising including without limitation in relation to an Approved Third Party Platform, technology provider or third party vendor.
- 11.5 We make no representation and provides no warranty whatsoever, expressed or implied, and we will not have any liability whatsoever, in respect of the quality, merchantability, suitability or fitness for any use or purpose of any Approved Third Party Platform.

12. TAXES

- 12.1 Your tax matters are your sole responsibility.
- 12.2 Unless expressly provided to the contrary, all amounts expressed to be payable by you are exclusive of any applicable taxes (including but not limited to value added tax (or any equivalent tax)). We are authorised to debit any Account with, or otherwise withhold, the amount of any applicable taxes required to be charged or withheld by us. If any applicable taxes are paid by us on your behalf, we will be entitled to debit your Account for any such amount and/or you must promptly reimburse us for such payment.
- 12.3 You understand that we may be required by law or by agreement with applicable tax authorities, to report certain information about you (or, in the case of legal persons, your direct and indirect owners or your trustees and beneficiaries) and your relationship with us, including information about the Accounts and other Services provided by us to you: (i) to the tax authorities in the country where we maintain Accounts for you, which may then pass that information to the tax authorities in another country where you may be subject to tax; or (ii) directly to the tax authorities in your country of nationality or residence or other countries where we reasonably determines or is required to presume you are subject to tax.

13. SECURITY FOR LIABILITIES UNDER THESE STANDARD TERMS

- 13.1 All securities, bonds, shares, shipping documents, bank notes, gold, or other valuables or property of whatever nature which are held in your name by us or which come into our possession will be held as security against your Liabilities. You agree to keep such properties and documents in our possession as security for your Liabilities until you have discharged such Liabilities in full or unless otherwise agreed by us.
- 13.2 You pledge to us all of the funds, investments, securities or other instruments or assets held or reflected in your Account(s) with us from time to time (the "**Pledged Assets**"). You agree to take any action (including execution of any additional documents) as we may specify to perfect the security interest intended to be created pursuant to this clause.
- 13.3 In relation to the security created pursuant to this clause, you acknowledge and agree that:
- (a) your access to a Pledged Asset will be subject to any restrictions or limitations that we may advise or impose from time to time;
 - (b) we may block all access to any Pledged Asset at any time; and
 - (c) we may (without court order or any need to notify you) debit any Account to pay any Liabilities that are due but unpaid.
- 13.4 You acknowledge and agree that the security created under this clause (i) will be continuing security; (ii) is first ranking; (iii) is created over all funds, investments, securities or other instruments or assets held or reflected in each Account, whether existing or future; and (iv) is in addition to any other security obtained by us.
- 13.5 You authorize us to register (at your cost) the security created by this clause in the Emirates Integrated Registries Company. You agree to such registration, and waive any right to prior notification and agree to accept any notices relating to such registration and the security hereunder by electronic means. You also acknowledge and agree to disclosure of the security information on such security register.
- 13.6 You will not, without our prior written approval, assign, mortgage, pledge or otherwise create any security interest or other proprietary right in favour of any third party over any amounts deposited with us, the Pledged Assets, any rights under these Standard Terms or other assets of yours in our possession.

14. SET OFF

- 14.1 We may at our sole discretion at any time and without notice to you apply any:
- (a) sum standing to the credit of your Accounts whether held by us or any other entity of the Group, on any of your Accounts or otherwise (of whatsoever description, whether held singly or jointly, wherever located and in whatever currency such Account is denominated); and/or
 - (b) of your other assets in our or the Group'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 Liabilities due to us (whether such obligations are actual or contingent, primary or collateral and joint or several).
- 14.2 To the extent that we exercise our right of set-off pursuant to this clause against any term deposit, you authorise us to, in our sole discretion, withdraw such amounts before the end of the agreed

term of such term deposit. You understand that you may be liable for early withdrawal penalties or charges as a result of such early withdrawal.

15. DATA PROTECTION AND CONFIDENTIALITY

- 15.1 You consent to the collection, storage, use, and transfer (in electronic or other form) of your personal data by the Group and affiliates (inside or outside of the UAE to the extent permitted by Applicable Law) for the purpose of making available the Services, as otherwise permitted under Applicable Law or as set out in our Privacy Policy. You understand that we may hold certain personal information about you, including, but not limited to your, name, home address, and telephone number, date of birth, identification number, salary, nationality, and job title for the purpose of implementing, managing and administering your accounts. Additionally, we may send you marketing information (e.g. newsletters, product information or event invitations) concerning products and services of interest to you, and your personal data may be used by us to submit offers to you and to provide you with the best possible service. We may use your personal data for market research, analysis and developing statistics. You can withdraw your consent at any time by notifying us as set out under section C(1) except to the extent where withdrawal is not permitted under Applicable Law.
- 15.2 You understand that data will be held only as long as is necessary to make available the Services. You understand that you may, at any time, view data, request additional information about the storage and processing of the data, require any necessary amendments to the data or refuse or withdraw the consents herein, in any case without cost, by contacting us in writing.
- 15.3 You authorize us and our representatives to contact you in relation to your product application(s). You understand that this authorisation overrides any prior communication from you requesting us not to contact you (by any means) in relation to those products.
- 15.4 Further details in respect of the collection, processing, transfer and disclosure of personal data are outlined in the Privacy Policy.
- 15.5 Subject to Applicable Laws, we will monitor and record your calls, emails, text messages, social media messages and other communications in relation to your dealings with us. We do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, to check for obscene or profane content, for quality control and staff training, and when we need to see a record of what has been said. If you take out an Account or use a Service, we may also monitor related activities where necessary for these reasons.
- 15.6 You understand and agree that we may disclose Confidential Information:
- (a) to any member of the Group (including their employees, directors and shareholders);
 - (b) to our professional advisors who are under a duty of confidentiality to us including market research organisations who help to improve our products or services;
 - (c) to any one that is our actual or potential assignee or transferee (or any agent or adviser of any of the foregoing);
 - (d) to the Central Bank or any UAE court, tribunal or regulatory, supervisory, tax or other governmental or quasi-governmental authority having jurisdiction over us or any other member of the Group, or any other court, tribunal or authority;

- (e) to the Emirates Integrated Registries Company LLC, any credit reference agencies (including Al Etihad Credit Bureau), rating agency, insurer or insurance broker or direct or indirect provider of credit protection to us in connection with the Services;
- (f) to any party that provides services to you through us as an intermediary;
- (g) to any party that we reasonably believe to be acting on your behalf, payment recipients, beneficiaries of your Account, nominees, intermediaries, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, swap or trade repositories, stock exchanges or companies in which you have an interest in securities (where such securities are held by us for you);
- (h) to any other party to the extent necessary, in our sole discretion, for us to provide the Services;
- (i) as may be required or permitted by Applicable Law;
- (j) as otherwise specified in these Standard Terms; and
- (k) as may be required in order to preserve or enforce any of our rights or remedies against you.

15.7 You authorise us to obtain information, on an ongoing basis, from the Etihad Credit Bureau, the Emirates Integrated Registries Company LLC, banks and other financial institutions, your employer or any other body as we deem appropriate, about your financial and non-financial affairs which includes but is not limited to the details of your banking facilities, financial position, income and any other information relating to you which we deem appropriate without any further authorisation from you.

15.8 You agree to provide any information or documents that we may require and waive any confidentiality rights applicable under data protection, bank secrecy or similar laws in respect of all such information which we may disclose in accordance with this clause.

16. SANCTIONS AND REGULATORY REQUIREMENTS

16.1 We are subject to strict legal and regulatory requirements. We are not obliged to take any action that may in our opinion amount to a breach of any: (i) Applicable Law; (ii) order of any competent court or other authority having jurisdiction over us, any member of the Group or you; (iii) duty of care; or (iv) economic, financial or trade sanction or embargo. To comply with Applicable Law, we may take any measures we find necessary, including without limitation:

- (a) closing, suspending or freezing your Account, blocking your transactions and/or putting your Account and/or transactions on hold;
- (b) suspending or terminating your use of any Service;
- (c) investigating and intercepting payments into and out of any Account;
- (d) investigating the source of or intended recipient of any funds; and
- (e) reporting any suspicious or illegal activities or transactions to the competent authorities whether in the UAE or elsewhere.

16.2 You agree to comply with all applicable legal and regulatory requirements, including without limitation those relating to the prevention of bribery, corruption, fraud, money laundering and

terrorist activity and the provision of financial and other services to persons or entities which may be subject to sanctions.

16.3 We will not be responsible for, and you agree to indemnify and hold us harmless from, any loss, claim, demand, expense, damage, cost, penalties, charges or legal costs: (a) arising out of our compliance with any Applicable Laws or agreements with tax authorities; (b) arising out of any failure or shortfall by us to comply with our obligations; (c) caused by your breach or non-compliance with these Standard Terms and/or Applicable Laws; and (d) for any delays, suspensions, attachments, holds and/or any unavailability of funds due to our obligations under Applicable Law.

17. GOVERNING LAW AND JURISDICTION

17.1 These Standard Terms, including any non-contractual obligations arising out of or in connection with them, will be governed by the laws of the UAE.

17.2 We and you agree to the exclusive jurisdiction of the courts of the Relevant Emirate to settle any dispute arising out of or in connection with these Standard Terms provided that we may bring proceedings in any other jurisdiction (inside or outside the UAE) if you deem appropriate.

17.3 You irrevocably waive all immunity (whether on the grounds of sovereignty or otherwise) that you or any of your assets or revenue may otherwise have in any jurisdiction from:

- (a) the service of any process against you or your assets;
- (b) any proceedings (whether for an injunction, specific performance, damages or otherwise) that we may bring against you or your assets;
- (c) any attachment of your assets (whether before or after judgment); and
- (d) any execution of a judgment against you, and, in each case, will ensure that neither you nor any person acting on your behalf will raise, claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.

APPENDIX 1 - DEFINITIONS AND INTERPRETATION

THIS IS WHERE YOU CAN FIND THE MEANING WE HAVE PRESCRIBED FOR ALL THE CAPITALISED TERMS USED IN THE STANDARD TERMS.

1. DEFINITIONS

The words and expressions used in the Standard Terms shall have the following meaning:

Account means and includes any and all accounts held by us, howsoever presented or branded.

AED means the lawful currency of the United Arab Emirates.

Applicable Law means any applicable law (including but not limited to any laws and regulations issued by the Central Bank or any other regulator of the UAE), regulation, ordinance, rule, decree, voluntary code, directive, sanction regime, judgment or court order issued by a court having jurisdiction in the UAE, agreement between us and any government and regulatory authority, or agreement or treaty between government and regulatory authorities (in each case, whether local, foreign or international).

Approved Third Party Platform means any electronic channel, which:

- (a) is provided by a party other than us;
- (b) is designed to deliver certain services to its users; and
- (c) has been approved by us as a Digital Platform.

Authorised User means any user authorised by you to manage, in whole or in part, your relationship with us.

Biometric Identification means identity verification using a person's unique physical and other traits, including without limitation voice, facial and fingerprint recognition.

Business Day means any day banks in the UAE are operational.

Central Bank means the Central Bank of the UAE.

Charges and Fees means and includes any and all charges, costs, penalties and fees payable in relation to an Account or the Services.

Confidential Information means all information relating to you that is, as a matter of law, custom or contract, confidential in nature provided that notwithstanding anything to the contrary in any other document, any information that:

- (a) is publicly available at the time it is provided or subsequently becomes publicly available other than as a result of a breach of a duty of confidentiality by us;
- (b) was known to us (without an obligation of confidentiality to you) before its disclosure by you;
- (c) is independently developed by us without recourse to information disclosed to us by you;
or

- (d) is rightfully obtained on a non-confidential basis from a person other than you, provided that the person is not known by us to be bound by an obligation of confidentiality in relation to that information,

will not be considered to be **Confidential Information** for the purposes of these Standard Terms and will therefore not be subject to any duty of confidentiality.

Debit Card means an automated teller machine or debit card, or any other card (excluding credit cards) which we have issued to you to use for payments that is linked to your Account, whether virtual or physical (as applicable).

Digital Platform means and includes any digital platform acceptable to us that is used by you to access a Service, including without limitation phone, fax, email, internet banking, mobile application or Approved Third Party Platform.

Fee Schedule means the schedule of all Charges and Fees payable to us in relation to the Services as updated from time to time.

Group means us, any of our subsidiaries or other person controlled by us, or any person under common control with us, in each case, whether directly or indirectly and whether inside or outside the UAE.

Joint Account means an Account with the features described in section B(1.5).

Liabilities means all present and future indebtedness, liabilities and obligations (including (without limitation) any obligations owed by you at any time to us or any member of the Group, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity including all applicable interest and charges.

Notification Channels means any notification channel used by us, including without limitation phone, SMS, email, Website, Mobile App notification, and any other electronic methods of communication used by us from time to time.

Privacy Policy means our data privacy policy which is available on the Website.

Relevant Emirate means:

- (a) if you are a legal entity:
- (i) incorporated in the UAE, the Emirate in which you are incorporated;
 - (ii) incorporated outside of the UAE and has a registered office or place of business in the UAE, the Emirate in which your registered office or principal place of business is located; or
 - (iii) incorporated outside of the UAE and has no registered office or place of business in the UAE, the Emirate of Abu Dhabi;
- (b) if you are a natural person:
- (i) who is a citizen of the UAE, the Emirate of issue of your passport or Emirates ID card;
 - (ii) who is not a citizen of the UAE and who is resident in the UAE, the Emirate of issue of your residency visa; or

- (iii) who is not a citizen of the UAE and who is not resident in the UAE, the Emirate of Abu Dhabi.

Sanctioned Country means any country designated from time to time by Applicable Laws as a country with which dealings should be restricted.

Service means and includes any product or service offered by us, including an Account and any Third Party Service, howsoever presented or branded.

Third Party Service means any product, service, benefit, platform, digital offering, mobile application or reward program provided by a third party provider and marketed or used by us, including without limitation any Approved Third Party Platform.

UAE means United Arab Emirates.

User Authentication Data means any user authentication data we may use to identify you for the purpose of providing access and enabling the use of the Services, including without limitation Biometric Identification, user names, passwords, smartcards, secure ID tokens, tokens, security slips, pin codes, and cryptographic keys.

Website means our website which can be accessed via the following link Wio.io or any one or more other internet domains specified by us from time to time.

2. INTERPRETATION

2.1. The headings used in these Standard Terms are for convenience only and will not affect the interpretation of any of these Standard Terms. Unless the context otherwise requires, the singular includes the plural and vice versa, and references to one gender include the other.

2.2. Unless otherwise stated, references to:

- (a) "**us**", "**we**", "**our**" or any of their derivatives means WIO and our successors (including, without limitation, successors by merger or by operation of law) and any novatee, assignee, transferee or purchaser of our rights and/or obligations hereunder. The terms "you" and "your" or any of their derivatives refer to any person who has an Account with us or otherwise uses our Services (including Authorised Users), and shall include, as the context may require, personal representatives, heirs, successors and permitted assigns.
- (b) dates, months and years will correspond to the Gregorian calendar;
- (c) a "**communication**" to be made or delivered in connection with a Service will be construed so as to include an instruction, direction, notice, demand, document or other information to be made or delivered in connection with such a Service;
- (d) a "**document**" is a reference to the same as amended, varied, supplemented, replaced or restated in any manner from time to time, in each case as interpreted by us;
- (e) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, joint venture, consortium, partnership, sole proprietor or other entity (whether or not having a separate legal personality);
- (f) a "**regulation**" includes any regulation, rule, official directive, requirement or guideline (whether or not having the force of law) of any governmental, intergovernmental or

- supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (g) a provision of "**law**" is a reference to any applicable local or foreign law, regulation, ordinance, decree or treaty as amended or re-enacted from time to time; and
 - (h) us being required to make a decision or determination, take any action, express an opinion, satisfy itself, or exercise a right or remedy will be a reference to any such action being taken by us in our sole and absolute discretion.
- 2.3. These Standard Terms are made in bilingual form with both English and Arabic text. If there is any discrepancy, conflict or contradiction between the English and Arabic texts, the Arabic text will prevail.