



## Terms and Conditions Governing Digital Products/Services

These terms and conditions (“**Digital Banking Terms and Conditions**”) govern the use of the Digital Products/Services made available by Sharjah Islamic Bank PJSC (the “**Bank**”, licensed and regulated by the Central Bank of the UAE ) from time to time as set out on a Digital Banking Platform (the “**Digital Products/Services**”). These Digital Banking Terms and Conditions shall be read in conjunction with and form integral part of the General Terms and Conditions for Accounts and Banking Services (the “**General Terms**”).

### 1. Definitions

Terms not defined herein will have the meanings given to such terms in the General Terms. The following words and expressions shall have the following meaning:

**Account** means an account either current, digital, investment saving or Watany Investment opened and maintained by the Customer in the Customer’s name, for the purposes of the utilization of the Digital Products/Services.

**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 the Bank and any government and regulatory authority, or agreement or treaty between government and regulatory authorities (in each case, whether local, foreign or international) in compliance with Sharia rules.

**APIN** means the 4-digit Card pin.

**Biometric Identification** means identity verification using a person’s unique biological and behavioural characteristics, including without limitation a person’s voice, face, iris print, hand, signature and fingerprint, which can be used to validate the identity of a person.

**Business Day** means any day on which banks are open for general business in the UAE.

**Customer** means a natural person or legal entity that applies for and utilizes a Digital Product and/or Digital Services and has a relationship with the Bank.

**Central Bank** means the Central Bank of the UAE.

**Customer Authentication Credentials** means any customer authentication credential the Bank may use to identify the Customer for the purpose of providing access and enabling the use of the Digital Products/Services, including without limitation Biometric Identification, Corporate ID, User ID, Password, smartcards, secure ID tokens, tokens, passwords, security slips, pin codes, cryptographic keys, OTP, digital signature or any third party identification and/or authentication electronic applications or platforms acceptable to the Bank such as UAE Pass, Federal Authority for Identity, Citizenship, Customs & Port Security and the Ministry of Interior.

**Digital Banking Platform** means and includes the Website, Chatbot, video banking and/or any Electronic Platform used for accessing but not limited to the Digital Products/Services.



**Digital Products/Services** means any products or services offered by the Bank through a Digital Banking Platform and/or which can be used, accessed and managed (as applicable) through a Digital Banking Platform.

**Electronic Channels** means and includes any Electronic Platform, mobile banking, telephone banking, internet banking and any electronic channel used by you to access a Digital Products/Service, including without limitation telephone, fax, video, chat, email, SMS, and mobile applications.

**Electronic Platform** means and includes any electronic platform, including a third party platform, acceptable to the Bank that is used by the Customer, including without limitation, to access an Digital Product/Service, accept terms and conditions, execute an agreement with the Bank and/or to authenticate the Customer's identity.

**E-Statement** means the electronic account statement issued by the Bank to the Customer showing the balance and transactions on an Account during the period covered by the statement.

**Group** means the Bank, its branches, any subsidiary or other person controlled by the Bank, or any person under common control with the Bank, in each case, whether directly or indirectly and whether inside or outside the UAE.

**Notification Channels** means any notification channel used by the Bank, including without limitation displays at its branches, telephone, SMS, email, Website, mobile application notification, letter and any other electronic methods of communication used by the Bank from time to time.

**Password** means the personal identification code composed of an alphanumeric value, created by the Customer at the time of logging on to the Digital Banking Platform.

**Privacy Policy** means the Bank's data privacy policy which is available on the Website.

**Schedule of Charges** means the Bank's schedule of charges, fees and tariffs applicable to the Digital Products/Services and Digital Products/Services as set out on the Digital Banking Platforms and published on the Website

**TPIN** means the 4-digit telephone pin/IVR password selected by the Customer through telephone registration.

**Transaction** means any and all financial and non-financial transactions initiated or effected by the Customer through a Digital Banking Platform.

**User ID** means user identification created by the Customer to be used by the Customer in conjunction with the Password when logging on to the Digital Products/Services, for the purpose of identification of the Customer by the Bank.

**Corporate ID** means a unique identifier of the Corporate customers in the Internet Banking system chosen by the customer in conjunction with user id and password when logging on to the Digital Banking Services, for the purpose of identification of the Customer by the Bank;

**UAE** means the United Arab Emirates.

**Website** means the Bank's website available on [www.sib.ae](http://www.sib.ae).



## 2. Interpretation

- 2.1. The headings used in these Digital Banking Terms and Conditions are for convenience only and will not affect the interpretation of any of these Digital Banking Terms and Conditions.
- 2.2. Unless the context otherwise requires, the singular includes the plural and vice versa, and references to one gender include the other.
- 2.3. Unless otherwise stated, references to:
  - (a) the “Bank” includes any successors (including, without limitation, successors by merger or by operation of law) and any novatee, assignee, transferee or purchaser of the Bank’s rights and/or obligations;
  - (b) dates, months and years will correspond to the Gregorian calendar;
  - (c) a “communication” to be made or delivered in connection with an Digital Banking 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 Digital Banking Service;
  - (d) the “Customer” includes, as the context may require, personal representatives, heirs, successors and permitted assigns;
  - (e) 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 the Bank;
  - (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 organization;
  - (g) a provision of “law” is a reference to any applicable local or foreign law, regulation, ordinance, decree or treaty as amended or reenacted without prejudice to Sharia rules; and
  - (h) The Bank being required to make a decision or determination, take any action, express an opinion or exercise a right or remedy will be a reference to any such action being taken by the Bank in its sole and absolute discretion.

## 3. Relationship with the Bank

- 3.1. The Customer’s relationship with the Bank is governed by the General Terms and these Digital Banking Terms and Conditions together with any additional terms and conditions applicable to Digital Products/Services the Customer has subscribed for or availed from the Bank.
- 3.2. The Customer agrees that the Digital Banking Terms and Conditions may be further supplemented and/or amended by the Bank with additional terms and conditions in the form of electronic notices and/or click-through agreements supplied by the Bank to the Customer.
- 3.3. These Digital Banking Terms and Conditions form a legally binding contract between the Customer and the Bank. By applying for Digital Products Services, the Customer will be deemed to have accepted these Digital Banking Terms and Conditions and the Customer



agrees to be bound by them. The Customer may be required to complete additional steps to use the Digital Products/Services and to provide consent electronically.

- 3.4. The Customer understands and agrees that the Bank and the Customer can use Electronic Channels to contract, accept terms, provide instructions, communicate with each other and share documents. Any matter agreed or instructions given using Electronic Channels will be binding on both parties as if such contract, terms or instructions were executed, agreed and accepted in hard copy and signed in wet ink and such agreement or instructions will form a valid and enforceable contract under the laws of UAE.
- 3.5. The Customer shall provide all the information requested by the Bank at all times in order to use any of the Digital Products/Services. All information requested by the Bank are necessary to meet the Bank's internal policies and Know Your Client ("KYC") obligations under Applicable Laws, and failure by a Customer to provide all the information requested by the Bank may result in the Bank's refusal to open the Account, closure of an existing Account, or restriction, suspension and termination of the Digital Products/Services made available.

#### **4. Application for Digital Products**

- 4.1. The Customer may use the Digital Banking Platforms to apply for Digital Products/Services. The Bank may impose such eligibility criteria and conditions on Products as it deems appropriate from time to time, and may change such criteria and conditions at its discretion.
- 4.2. The Customer agrees to complete, sign and/or accept and submit all forms, mandates, schedules, documents and agreements required by the Bank in relation to the Digital Products/Services, in form and substance acceptable to the Bank.
- 4.3. The Customer agrees to provide the Bank with any information required by the Bank from time to time, including without limitation to complete the onboarding process and to satisfy the Bank's regulatory requirements, including the Customer's age, proof of address, proof of employment, proof of residency, income/salary information, Emirates ID, passport and Biometric Information. The Customer undertakes that such information is accurate and up to date to the best of the Customer's knowledge. The Customer accepts responsibility for the accuracy of any such information, and the Bank shall not have any liability for any loss or damage arising from any erroneous or insufficient information provided to the Bank.
- 4.4. The Customer shall provide all the information requested by the Bank at all times in order to use any of the Bank's Digital Products/Services. All information requested by the Bank is necessary to meet the Bank's internal policies, and KYC obligations under Applicable Law, and failure by a Customer to provide all the information requested by the Bank may result in the Bank's refusal to open the Account, closure of an existing Account, or restriction, suspension and termination of the Digital Products/Services made available.
- 4.5. By accessing and/or using Digital Products/Services, the Customer represents and warrants that the Customer shall promptly notify the Bank in writing of any changes to the information provided at the time the Customer submitted such application, including but not limited to: (i) changes in the Customer's residency status; (ii) any change of address; (iii) changes to the Customer's salary/income and/or employment.
- 4.6. Any Digital Product/Service made available to the Customer is personal to the Customer.
- 4.7. The Customer shall follow the Bank's instructions to activate a Digital Product/Service which may be done through the Digital Banking Platforms. If the Digital Product is not activated in



the manner or period prescribed by the Bank, the Bank may cancel/close the Digital Product/Service.

- 4.8. The provision of any Digital Product/Service and availability of the Digital Banking Platforms and Digital Products/Services will be at the Bank's sole and absolute discretion. The Bank reserves the right to refuse to register a Customer for Digital Products/Services and/or to withdraw access or refuse to provide access to the Digital Banking Platforms without facing any liabilities or penalties.
- 4.9. The Bank may refuse or withdraw to provide Digital Products/Services or access to Digital Products/Services and will endeavour to provide the reasons for any such refusal or discontinuation where permitted under Applicable Law. Reasons for refusal may include but are not limited to:
- (a) where the Bank believes that any information supplied on a Digital Banking Platform is not correct, inaccurate or unauthentic;
  - (b) where the Bank believes it would result in a breach of Applicable Law and/or the Bank's policies;
  - (c) where the Bank suspects any fraudulent activity or security breach;
  - (d) where the Customer has failed to provide any of the information required by the Bank; or
  - (e) any other reason deemed valid by the Bank.

## 5. Use of Digital Banking Platforms

- 5.1. To use the Digital Products/Services, the Customer will need to create a User ID and login on a Digital Banking Platform using a Customer Authentication Credential acceptable to the Bank from time to time, or use UAE Pass to register or login without a User ID. The Customer may need to provide a debit card number, account number, credit card number, valid PIN, APIN or TPIN.
- 5.2. The Customer's User ID will be activated subject to the Bank's approval and the satisfaction of the Bank's requirements.
- 5.3. The Digital Banking Platforms may be used by the Customer to communicate with the Bank. Any instructions transmitted through a Digital Banking Platform by the Customer will be deemed secure by the Bank, including any applications submitted for Digital Products.
- 5.4. The Digital Products/Services can also be used to apply for Digital Products/Services and also to change/reset its Customer Authentication Credentials.
- 5.5. The Customer may request the deactivation of its Account or the provision of Digital Products/Services offered under these General Conditions at any time by giving the Bank prior notice. Unless expressly agreed to the contrary, the Customer must provide the Bank with at least seven (7) days prior notice of deactivation. Where either the Bank or the Customer terminate the banking relationship pursuant to Clause 20 below, termination shall result in the immediate deactivation of the Digital Products/Services and the Account.

## 6. Availability of Digital Products/Services



- 6.1. The Digital Products/Services may be unavailable from time to time for routine maintenance or any other reason and processing of certain transactions may not be available twenty-four (24) hours a day, seven (7) days a week.
- 6.2. The availability of and access to the Digital Products/Services will be at the Bank's sole discretion and may be delayed, limited or restricted from time to time. The Bank will not be liable for any losses incurred by the Customer due to the non-availability or suspension of the Customer's access to the Digital Products/Services.
- 6.3. The Bank shall give the Customer reasonable notice of any such closure, suspension or termination in accordance with Applicable Law. In the event of such suspension, the Customer may request reinstatement of the Digital Products/Services by contacting the Bank. The Bank reserves the right in its sole discretion to grant or deny reinstatement of the Customer to use the Digital Products/Services.

## **7. Bank and Customer Communication**

- 7.1. In respect of any notification or communication to the Customer, the Bank may use the Notification Channels or any such other form of notification used by the Bank from time to time (including any electronic methods).
- 7.2. Unless the Bank agrees or advises the Customer otherwise, any notification or communication to the Customer is deemed to be validly given:
  - (a) where it has been sent by post to the Customer's address on record;
  - (b) where it has been sent by courier to the Customer's address on the record, on the day upon which the courier company confirms delivery;
  - (c) where posted on a Digital Banking Platform, on the day upon which such posting comes Digital; and/or
  - (d) Where it is sent by any Electronic Platform, on the day of sending.
- 7.3. In respect of any notification or communication to the Bank, the Customer must send such communication (i) to the contact details set out on a Digital Banking Platform or any other contact notified to the Customer; and (ii) in writing, or if permitted by the Bank, by secure messaging or electronic instruction through a Digital Banking Platform.
- 7.4. Any notification to the Bank will only be deemed to be given when actually received by the Bank.

## **8. E-Statements**

- 8.1. E-Statements shall be sent to the Customer's registered email address periodically in accordance with the Bank's policies and/or Applicable Law. The Customer is responsible for keeping all the Customer's correspondence with the Bank secure for future reference.
- 8.2. It is the Customer's responsibility to set up, maintain and regularly review the security arrangements concerning access to and use of the Customer's electronic mail and internet systems. Any account statement delivered electronically will be deemed to constitute an



account statement as required by Applicable Law and will, for all purposes, satisfy the Bank's obligations to deliver to the Customer an account statement.

- 8.3. The Customer can view and request E-Statements on the Digital Banking Platforms.
- 8.4. The Customer must review each E-Statement and notify the Bank in writing of any discrepancy within thirty (30) Business Days of the statement date (and where the Customer do not receive or are unable to access the E-Statement, such period will begin from the date the Customer receive and are able to access the E-Statement after providing notice to the Bank) failing which the E-Statement will be deemed to be correct (subject to the Bank's right to rectify any error) and accepted by the Customer. The Customer may not thereafter raise any objections to the E-Statement and the E-Statements maintained by the Bank as to the status of the Customer's Accounts will be conclusive and binding on the Customer.
- 8.5. It is the Customer's responsibility to notify the Bank if the Customer does not receive an E-Statement or is otherwise unable to access an E-Statement within one (1) month of the date on which the E-Statement should have been received or made available to the Customer. Upon expiry of such period the Customer will be deemed to have received and accessed the E-Statement. The Bank will not be liable for the Customer's non-receipt or late receipt of E-Statements.

## 9. Customer's Representations and Undertakings

- 9.1. The Customer represents and warrants to the Bank that each time the Customer uses the Digital Products/Services:
  - (a) the Customer has all necessary power, authority and approval to enter into and perform the obligations under the Digital Banking Terms and Conditions;
  - (b) all the information the Customer has submitted to the Bank through a Digital Banking Platform is correct and up to date to the best of the Customer's knowledge and ability;
  - (c) the Customer will comply with Applicable Law, including but not limited to those relating to the prevention of corruption, bribery, fraud, terrorism activities, money laundering, and/or business activities with persons who may be sanctioned; and
  - (d) the Customer's entry into and performance of the Digital Banking Terms and Conditions does not violate, breach, conflict with or constitute a default under any law, regulation, rule, judgment, contract or other instrument binding on the Customer.
- 9.2. The Customer undertakes to:
  - (a) be familiar with the Digital Banking Terms and Conditions and agree to be bound hereby in the Customer's use of the Digital Products/Services;
  - (b) comply with all security procedures provided by the Bank and must take all reasonable steps to prevent fraudulent or unauthorized use of or access to the Digital Products/Services;
  - (c) execute any additional documents that may be required by the Bank prior to providing any existing or additional services under the Digital Products/Services, failing which, the Customer shall no longer be entitled to use the Digital Products/Services and the Bank has the right to withdraw such Digital Products/Services;



- (d) not use the Digital Products/Services for any purpose that is unlawful or not permitted, expressly or implicitly, by the terms of the Digital Banking Terms and Conditions or by any Applicable Law. The Customer further undertakes that the Customer will not use the Digital Products/Services in any manner that could damage, disable or impair the Digital Products/Services or interfere with any other party's use and enjoyment of the Digital Products/Services; and
- (e) cooperate with the Bank, and assist the Bank in meeting its legal obligations under Applicable Law, and provide the Bank with any information requested by the Bank.

## 10. Instructions

- 10.1. The Customer understands that any communications and/or instructions provided through an Electronic Channel (the “**Instructions**”) are unconditionally and irrevocably binding. All Instructions shall be at the Customer's own costs and sole risk and responsibility. The Customer agrees not to challenge the validity, admissibility or enforceability of any Instructions on the basis they are in electronic form.
- 10.2. In the event that the Customer requests the Bank to cancel or modify any Instruction for whatever reason, the Bank will make all reasonable efforts to comply with the request. However, the Bank is 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 the Bank unable to comply with the request.
- 10.3. The Customer understands and agrees that the Bank will rely on the information provided by the Customer and hereby authorizes the Bank to rely and act on such information, including information provided through a Digital Banking Platform.
- 10.4. The Customer is responsible for the accuracy of information submitted to the Bank, including information provided through a Digital Banking Platform, and the Bank shall not bear any liability for any loss or damage arising from or in connection with any erroneous or insufficient information provided to the Bank.
- 10.5. The Bank may rely and act upon all Instructions and the Customer will be bound by any agreement entered into between the Customer and the Bank and is not liable for any loss incurred by the Bank in relying on such Instruction.
- 10.6. The Bank may rely on the authenticity of the Transactions conducted by the Customer using a Customer Authentication Credential.
- 10.7. With respect to the identity of the Customer accessing the Digital Products/Services, the Bank shall rely on the authenticity of any Customer Authentication Credential provided and/or any other additional security methods/devices implemented by the Bank at its absolute discretion.
- 10.8. The Bank may refuse to execute any requests, Instructions or services requested by the Customer if the Customer fails to comply with the Digital Banking Terms and Conditions or the General Terms or in the event that any information provided by Customer is found incorrect or violates any Applicable Law. If the Bank has any reasons to doubt the genuineness of the Instructions and/or Transactions, the Bank may, at its own discretion, choose not to process the Instruction and/or Transaction.
- 10.9. The Customer acknowledges and accepts the risk that Instructions may be intercepted, monitored, amended, corrupted, contain viruses or be otherwise interfered with by third





parties and acknowledges and agrees that the Bank is not responsible or liable to the Customer or any third party for, and the Customer waives any and all claims in respect of, any losses arising from the same.

## 11. Security:

11.1. The Customer shall be responsible for keeping the Customer Authentication Credentials strictly confidential and should not disclose the same to any person. The Customer must exercise due care to prevent any loss, theft or wrongful access to the Customer's Customer Authentication Credentials or disclosure of Customer Authentication Credentials to any third party. This includes, but is not limited to, the following measures:

- (a) not responding to any request asking for such information or items, even if such request appears to have been made by the Bank;
- (b) not selecting a Customer Authentication Credential that is easy to guess. In particular, Customer should not choose a password that contains or represents the Customer's date of birth, part of the Customer's name or any of the Customer's personal details (such as the Customer's telephone number, etc.) that are accessible to third parties and instead it is recommended that the Customer uses a combination of upper case and lower case letters, as well as numbers and special characters for a password;
- (c) regularly changing the Customer Authentication Credentials (as applicable);
- (d) regularly scanning the Customer's computer and/or mobile phone for malwares (such as computer viruses, worms, Trojan horses, ransomware, spyware, etc.) and keeping the Customer's computer and mobile phone software up-to-date (including by installing any security updates);
- (e) keeping the Customer's computer and/or mobile devices safe and secure and not leaving the Customer's computer or mobile device unattended;
- (f) not recording the Customer Authentication Credentials in a legible way or storing them all together or on any software that saves it automatically;
- (g) not sharing Customer Authentication Credentials, with anyone and not using the same password for other websites and/or applications;
- (h) ensuring the Customer uses secure wireless networks to access Digital Products/Services;
- (i) avoiding logging into a Digital Platform from unknown devices, devices which have unknown applications installed or from locations like internet cafes, libraries or other public sites;
- (j) always closing the window once the Customer has logged out of the Customer's Digital Platform session;
- (k) log out of any Digital Platform session once the Customer has finished using it or before leaving the Customer's computer unattended;
- (l) always closing any application used to access Digital Products/Services when the Customer logs out from any mobile devices;



- (m) complying with any security requirements introduced by the Bank from time to time; and/or
- (n) complying with any further security tips outlined on the Website.

11.2. The Customer shall be responsible for the usage of the Customer Authentication Credentials or other identification method or devices used to access the Digital Products/Services as well as the usage of the same by the Customer or any other third parties.

11.3. The Customer shall notify the Bank immediately in case of loss, disclosure or misuse of any Customer Authentication Credential or any breach of the security procedures prescribed by the Bank. The Customer shall take full responsibility for any Transactions affected by the Customer's disclosure of a Customer Authentication Credential or misuse or any loss incurred as a result of the same and the Customer will indemnify and hold harmless the Bank from any liability arising out of such unauthorized access.

## 12. Indemnity

12.1. The Customer shall unconditionally and irrevocably indemnify the Bank (and its directors, officers, employees and agents) to the fullest extent permitted by law and, at all times, defend and hold the Bank harmless against any and all claims, demands, actions, suits, damages and liabilities of whatsoever nature (any actual liability being hereinafter referred to as a ("Claim")) caused by the Customer, where such Claim in any way whatsoever relates to or arises out of the subject matter of the Digital Banking Terms and Conditions, unless caused by the Bank's gross negligence or willful misconduct.

12.2. In no circumstances will the Bank be liable for any consequential, indirect, economic, special or punitive damages. The Bank does not guarantee the accuracy, completeness and timeliness of information set out or included on the Digital Products/Services and any information made available through the Digital Products/Services is subject to amendment and change from time to time, at the Bank's sole discretion.

12.3. The indemnities given under this Clause will survive the termination of the Digital Banking Terms and Conditions or closures of Account(s) with the Bank provided that the indemnities relate to Claims which arose prior to such termination or closure.

## 13. Liability and Warranty

13.1. In the absence of negligence or misconduct, the Bank (and its directors, officers, employees, representatives and agents from time to time), shall not be liable to the Customer in respect of any loss incurred by the Customer or any third party of whatever nature, whether direct or indirect, arising out of or in connection with the following:

- (a) any delay, incomplete Transaction, non-receipt, error or omission howsoever caused, including failure or unavailability of any communication network, breakdown in communication and/or electronic system which may occur in the transmission of the Customer's Instructions;
- (b) any change, alteration, addition or deletion to the Digital Banking Terms and Conditions or the Digital Products/Services;



- (c) hacking, unauthorized access, virus attacks and other deliberate attempts by third parties that may breach the security features of the Digital Products/Services; and
  - (d) any failure by the Bank to recognize false, forged or altered instructions or documentation which it reasonably believes to be authorised by the Customer.
- 13.2. The Bank shall not be responsible for the accuracy and completeness of any information received from banks or financial institutions other than the Bank. In no event shall the Bank be liable to the Customer for any damages that the Customer may suffer by relying on information received from banks and financial institutions other than the Bank.
- 13.3. Except as expressly set forth in the Digital Banking Terms and Conditions herein, the Bank disclaims warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of intellectual property or third party rights, and the Bank makes no warranty or representation regarding the accuracy or reliability of any information including such information as retrieved by the Customer from the Account or any results that may be obtained from the use of the Digital Products/Services, or that the Digital Products/Services will meet requirements of all users, be uninterrupted, timely, secure or error free.
- 13.4. The Bank will have no liability for funds frozen or blocked for any reason whatsoever.
- 13.5. For the avoidance of doubt, the Customer will be liable for any loss resulting from the provision of incorrect, incomplete, inaccurate payment transfer or beneficiary details and for any offline requests.

#### **14. Rights of the Bank**

- 14.1. The Bank reserves the right to obtain all information as the Bank deems reasonably necessary to ensure that there is no violation of law in the Customer's use of the Digital Products/Services, including, but not limited to, laws and regulations with respect to anti-money laundering applicable in the UAE or of the country(ies) from which Digital Products/Services are accessed.
- 14.2. The Customer shall be responsible for the prevention of money laundering and shall ensure full compliance to the Applicable Laws and hereby undertakes to provide to the Bank any information as may be required by the Bank or for purposes of compliance with the Applicable Laws and regulations, including suspicious transactions.
- 14.3. The Bank reserves the right to take whatever action it deems appropriate to meet any of its legal obligations, be it in the UAE or elsewhere, including without limitation in relation to KYC and customer due diligence, bribery, money laundering, fraud or terrorism activities, compliance with applicable sanctions (whether embargos, financial, economic or trade sanctions or otherwise) and the prevention of corruption.
- 14.4. The Customer acknowledges and understands that the Bank is subject to strict legal and regulatory requirements. Nothing in these Digital Banking Terms and Conditions will oblige the Bank to do, or refrain from doing, anything that might, in the Bank's opinion, amount to a breach of any: (i) Applicable Law; (ii) order of any competent court or other authority having jurisdiction over the Bank or any member of the Group or the Customer; (iii) duty of care; or (iv) economic, financial or trade sanction or embargo.



- 14.5. The Customer understands that the Bank may take any measure whatsoever to comply with Applicable Laws and this may result in a delay in processing the Customer's instructions or the receipt of cleared funds, including without limitation:
- (a) suspending or freezing the Customer's Account, blocking the Customer's transactions and/or putting the Customer's transactions on hold;
  - (b) closing the Customer's Account;
  - (c) suspending or terminating the Customer's use of a Digital Product/Service;
  - (d) investigating and intercepting payments into and out of any Account (particularly in the case of international transfers of funds);
  - (e) investigating the source of or intended recipient of any funds;
  - (f) making enquiries to establish whether a person is subject to sanctions; and
  - (g) reporting any suspicious or illegal activities or transactions to the competent authorities whether in the UAE or elsewhere.

## 15. Fees

- 15.1. The Customer agrees to pay all applicable fees, expenses, profit, commissions, and charges ("**Charges**") in relation to the use of the Digital Products/Services, as set out in the Schedule of Charges from time to time, and published on the Website.
- 15.2. The Bank may, at any time, amend the Charges by prior notice (in the form of electronic notices and/or click-through) to the Customer in accordance with Applicable Law. By continuing to access or operate a Digital Product/Service, the Customer will be deemed to have accepted the Charges applicable to that Digital Product/Service and the related services as in force at the relevant time.
- 15.3. The Customer authorises the Bank to debit any of the Customer's Account(s) with the amount of any applicable Charges as set out in the Schedule of Charges and any applicable taxes, duties, expenses, legal charges, at the Bank's sole discretion.
- 15.4. If the Customer does not have sufficient funds in its Account to pay the Charges, the Bank shall have the right to debit the Account with such Charges and the Customer shall be liable to repay such overdrawn amount to the Bank.
- 15.5. The Bank may also exercise its right of set-off in accordance with the General Terms and applicable Sharia standards.
- 15.6. The Bank will be entitled to notify a credit reference agency of the Customer's default. This may negatively affect the Customer's credit-worthiness with the Bank and other banks in the future.
- 15.7. The Bank may also take other enforcement actions against the Customer and the Customer may be contacted by the Bank or third party debt collection agencies engaged by the Bank to act on its behalf for debt collection purposes.

## 16. Data Protection



- 16.1. The Customer should read and familiarize itself with the Privacy Policy which sets out what information the Bank collects, how this is used and the Customer's rights in this regard.
- 16.2. The Customer understands that the Bank may hold certain personal information about the Customer, including, but not limited to, name, home address, and telephone number, date of birth, identification number, salary, nationality, source of funds and job title for the purpose of implementing, managing and administering the Customer's Accounts.
- 16.3. The Customer consents to the collection, storage, use, and transfer (in electronic or other form) of the Customer's personal data by the Group, affiliates (inside or outside of the UAE) and third parties for the purpose of implementing, administering, and managing the Customer's Accounts and making available the Digital Products/Services.
- 16.4. Additionally, subject to Applicable Law, the Bank may send the Customer marketing information (e.g. newsletters, product information or event invitations) concerning products and services of interest to the Customer, and the Customer's personal data may be used by the Bank to submit offers to the Customer and to provide the Customer with the best possible service.
- 16.5. The Customer's data will be held only as long as is necessary in accordance with Applicable Law.
- 16.6. The Bank understands that the Customer 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, in any case without cost, by notifying the Bank except to the extent where withdrawal is not permitted under Applicable Law.
- 16.7. The Customer authorizes the Bank and its representatives to contact the Customer in relation to the Customer's product application(s). The Customer understands that this authorization overrides any prior communication from the Customer requesting the Bank not to contact the Customer (by any means) in relation to those products, unless the Customer has requested the Bank not to be contacted (by any means) in relation to those products.
- 16.8. Further details in respect of the collection, processing, transfer and disclosure of personal data are outlined in the Privacy Policy.

## 17. Confidentiality

- 17.1. The Customer and the Bank agree to treat each Communication as confidential. This Clause shall be binding on the parties and will survive the termination of the Digital Products/Services pursuant to these Digital Banking Terms and Conditions. For the purposes of this Clause, "**Communication**" means each transmission of information between the parties including without limitation any Instruction to perform a given Transaction.
- 17.2. Notwithstanding Clause 17.1 above, the Customer understands and agrees that the Bank may disclose, at its sole and absolute discretion, Confidential Information:
  - (a) to any member of its Group (including their employees, directors, contractors and shareholders);
  - (b) to its professional advisors who are under a duty of confidentiality to the Bank;
  - (c) to any actual or potential assignee or transferee (or any agent or adviser of any of the foregoing) of the Bank;



- (d) to the Central Bank or any court, tribunal, regulatory, supervisory, tax or other governmental or quasi-governmental authority having jurisdiction over the Bank;
  - (e) to any credit reference agencies (including Al Etihad Credit Bureau), rating agency, insurer or insurance broker or direct or indirect provider of credit protection to the Bank in connection with the Digital Products/Services and/or Digital Products/Services and the Customer fully acknowledges the consequences of such disclosure to the Customer's ability to access future financial products or services, whether from the Bank or any other party;
  - (f) to any party that provides services to the Customer on behalf of the Bank as an intermediary;
  - (g) to any party that the Bank reasonably believes to be acting on the Customer's behalf including payment recipients, beneficiaries of the Customer's Account, nominees, intermediaries, correspondent and agent banks, clearing houses, clearing or settlement systems;
  - (h) to any other party to the extent necessary, in the Bank's sole and absolute discretion, for the Bank to provide the Digital Products/Services;
  - (i) to any third party provider;
  - (j) as may be required by Applicable Law; and
  - (k) as may be required in order to preserve or enforce any of the Bank's rights or remedies against the Customer.
- 17.3. The Customer authorizes the Bank to obtain information, on an ongoing basis, from the Etihad Credit Bureau, the Emirates Integrated Registries Company LLC, UAE Fund Transfer System, Federal Authority for Identity, Citizenship, Customs & Port Security, UAE Pass, Ministry of Interior, banks and other financial institutions, the Customer's employer or any other body as the Bank deems appropriate, about the Customer's financial and non-financial affairs which may include but is not limited to the details of the Customer's banking facilities, financial position, income and any other information relating to the Customer which the Bank deems appropriate without any further authorization from the Customer.
- 17.4. The Customer should also understand that the Bank may be required by law or by agreement with applicable tax authorities, to report certain information about the Customer (or, in the case of legal persons, the Customer's direct and indirect owners or the Customer's trustees and beneficiaries) and the Customer's relationship with the Bank, including information about the Digital Products/Services and/or Digital Products/Services provided by the Bank to the Customer: (i) to the tax authorities in the country where the Bank maintains Accounts for the Customer, which may then pass that information to the tax authorities in another country where the Customer may be subject to tax; or (ii) directly to the tax authorities in the Customer's country of nationality or residence or other countries where the Bank reasonably determines or is required to presume the Customer is subject to tax. Where the Customer is not a resident of the UAE, additional terms and conditions may apply as notified by the Bank from time to time.
- 17.5. The Customer agrees to provide any information or documents that the Bank may require and waives any confidentiality rights applicable under data protection, bank secrecy or similar laws in respect of such information which the Bank may disclose in accordance with this Clause.



## 18. Intellectual Property Rights

- 18.1. The Customer acknowledges and agrees that any and all intellectual property rights in and relating to the implementation of the Digital Banking Terms and Conditions, which have been produced by or for the Bank belong solely to the Bank. The Bank shall have the absolute right to utilize the intellectual property rights to its benefit and advantage and make any alteration or improvement thereof at any time, in any manner it deems fit. The Customer has no right or interest in the intellectual property rights by virtue of the use of and/or access to the Digital Products/Services.
- 18.2. In relation to the intellectual property rights which are the subject of the Digital Banking Terms and Conditions the Customer shall abide by the following:
- (a) the Customer shall not sell, give, grant, assign or in any way dispose or attempt to dispose of the intellectual property rights to any third party;
  - (b) the Customer shall not register or apply for registration of any intellectual property rights in the UAE or in any other country; and
  - (c) the Customer shall not in any way infringe the intellectual property rights.
- 18.3. The Customer agrees to notify the Bank as soon as the Customer is aware of any infringement of the Bank's intellectual property rights or becomes aware of or suspects any unauthorized third party access to or use of intellectual property rights.
- 18.4. In case of the Customer's violation or infringement of the intellectual property rights by any means without the Bank's prior written and documented consent, the Bank shall be entitled to take any legal action against the Customer and seek compensation for such infringement and/or serve a written notice to the Customer for the termination of the Digital Banking Terms and Conditions.
- 18.5. The Customer agrees to treat at all times, the access rights, documentation, intellectual property rights or any other information related to the Digital Products/Services as strictly private and confidential. The Customer shall have no right, without the prior written consent of the Bank (which may be withheld) to use, copy, reproduce, disclose or permit any other person or business entity to use or have access to such intellectual property rights.
- 18.6. The Customer acknowledges and agrees that any and all intellectual property rights in and relating to the implementation of the Digital Banking Terms and Conditions and all materials, documentation of the Digital Products/Services and subsequent amendments including user guidelines in any form for use in connection with the implementation of the Digital Banking Terms and Conditions shall constitute the property of the Bank.
- 18.7. The obligations of the Customer in this Clause shall continue in force notwithstanding termination of the Digital Banking Terms and Conditions for whatsoever reason.

## 19. Records of Transactions

- 19.1. The Bank reserves its right to monitor, record and store any Instructions, communication with the Customer and messages sent to the Bank electronically or otherwise and any Transactions conducted by or through any such medium, and the Customer hereby expressly consents to the abovementioned monitoring, recording and storing.



- 19.2. The Customer agrees that if such monitoring or recording, as provided herein, reveals possible evidence of fraudulent or any potential or actual illegal activity, the Bank shall report such incident to concerned competent authorities and reserves its right to initiate legal proceedings against the Customer.
- 19.3. The Customer agrees that the Bank's records referred to above shall be conclusive evidence of such Transactions and will be admissible as evidence in any court, arbitration or other proceedings and legally binding upon the Customer.

## 20. Termination

- 20.1. The Bank reserves the right, subject to Applicable Law or subject to its internal policies, to discontinue, suspend or terminate any Digital Product and/or the Digital Products/Services at any time and for any reason.
- 20.2. In the event where the banking relationship between the Customer and the Bank is terminated or the Account is closed, for any reason, the Bank shall be entitled forthwith to cancel the Digital Products/Services. The Customer hereby consents to such cancellation and undertakes to indemnify the Bank in respect of any claims which may arise out of such cancellation.
- 20.3. The Customer may terminate the Digital Products/Services by giving notice in writing to the Bank and visit any of the Bank branches. You will be responsible for all the Transactions made through the Digital Products/Services until the terminated by the Bank.

## 21. General Terms

- 21.1. The Bank may, without any prior notice to the Customer, at its own discretion assign the whole or any part of its rights and obligations under the Digital Banking Terms and Conditions. The obligations of the Customer under the Digital Banking Terms and Conditions may not be assigned in whole or in part, without a prior written consent of the Bank.
- 21.2. No forbearance, neglect or waiver by the Bank in the exercise or enforcement of any right or remedy arising from any of the Digital Banking Terms and Conditions will prejudice the Bank's right thereafter to strictly enforce the same. No waiver by the Bank will be effective unless it is in writing.
- 21.3. The Customer is deemed to have read, understood and agreed to be bound by the Digital Banking Terms and Conditions. At any time, the Bank may change, add, amend, supersede, or supplement any or all of the provisions of the Digital Banking Terms and Conditions. The Bank will notify the Customer through any mean of communication (email, SMS, fax...etc.) in writing of any amendments to the Digital Banking Terms and Conditions and such amendments will be effective from the date such changes are notified to all Customers. However, such changes are deemed to be binding on the Customer whether or not the Customer has received specific notice in person of such amendments.
- 21.4. If any provision in the Digital Banking Terms and Conditions is found to be unenforceable, invalid, or illegal, such provision will be deemed to be deleted and the remainder of the Digital Banking Terms and Conditions will be unaffected by such unenforceability, invalidity, or illegality.
- 21.5. The Bank shall not be liable for its inability to pay due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar





causes beyond the Bank's control. In such event no other office, branch, subsidiary or affiliate of the Bank shall be responsible or liable to the Customer.

- 21.6. Save as otherwise provided in the Digital Banking Terms and Conditions, any demand or communication made by the Bank under the Digital Banking Terms and Conditions will be in writing in English and sent to the address given by the Customer (or such other address as the Customer may notify the Bank from time to time) and, if posted, will be deemed to have been served on the Customer on the date of posting. Unless the Customer notifies the Bank in writing, the Customer's address stated in the Customer's application form shall be considered as the approved address for all communication(s) such as but not limited to delivering notices, advises, statement of account, notification or any document between the Bank and the Customer.

## 22. Governing Law and Jurisdiction

- 22.1. The Digital Banking Terms and Conditions shall be governed by and construed in accordance with the Federal laws of the UAE and Emirate of Sharjah, as well as CBUAE and Higher Sharia Authority (HAS) Notices and Resolutions, as applicable from time to time and the Bank and the Customer hereby irrevocably submits to the exclusive jurisdiction of the courts in the UAE to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with the Digital Banking Terms and Conditions.
- 22.2. The Customer irrevocably waives any objection which the Customer might now or hereafter have to the courts referred to in this Clause being nominated as the forum to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with the Digital Banking Terms and Conditions made hereunder and agrees not to claim that any such court is not a convenient or appropriate forum.
- 22.3. Submission to the jurisdiction of the courts of the UAE shall not limit the right of the Bank to bring proceedings against the Customer in any other court of competent jurisdiction nor shall taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

### To register a complaint:

Kindly access the secured SIB Digital Mobile Banking App or Online Banking, or SIB website <https://www.sib.ae/complaints>

You may also call us on **065999999** to file your complaint and we will get back to you within 7 working days.