

FIRST ABU DHABI BANK - FAB ISLAMIC CREDIT CARD TERMS & CONDITIONS

These terms and conditions (the **Terms and Conditions**) set out the provisions governing the Card Account and the use of each Card and the relationship between First Abu Dhabi Bank PJSC (the **Bank**), the Customer and each Cardholder. These Terms and Conditions, the Application Form, Schedule of Charges and the Murabaha Sale Contract shall together form the agreement between FAB Islamic and the Customer in relation to the utilization of the Card (the **Agreement**).

1 Regulatory status

The Bank is licensed and regulated by the Central Bank of the UAE. Its registered office address is P.O. Box 6316, Abu Dhabi, UAE.

2 Definitions

2.1 The following terms shall have the following meanings when used in these Terms and Conditions:

Annual Fee means the fixed fee set out in the Schedule of Charges and payable by the Customer on the Primary Card to FAB Islamic annually in consideration of FAB Islamic making available the services in respect of the Cards under the Card Account.

Application Form means the application form to be completed by the Customer for the provision of a Card Account in accordance with these Terms and Conditions.

ATM means an automated teller machine, cash handling machine or any Card-operated machine or device, whether belonging to the Bank or other participating banks or financial institutions, which accepts the Card.

Bonus means the discretionary bonus to be granted by FAB Islamic at its sole discretion to the Customer in accordance with Condition 11.2.

Business Day means a day other than Saturday and Sunday on which FAB Islamic is open for general banking business in the UAE.

Card means each credit card issued by FAB Islamic to a Cardholder and includes any renewed Card or Replacement Card.

Cardholder means each natural person having a valid UAE residence visa who has been issued with a Card upon the request of the Customer.

Card Account means the FAB Islamic credit card account opened by FAB Islamic in the name of the Customer for the purpose of issuing Cards to Cardholders under these Terms and Conditions.

Card Number means the unique 16 digit numbers embossed on the face of a Card.

Card Transaction means the use of the Card to purchase (whether in person or by mail, internet, telephone, facsimile or otherwise) goods, services or benefits or to obtain a Cash Advance.

Cash Advance means any amount obtained by use of the Card, Card Number, PIN, TPIN or in any manner authorised by a Cardholder from an ATM, FAB Islamic or any other bank or financial institution.

Charges means any amount payable by the Customer arising from the issuance or the use of any Card, Card Number, PIN, TPIN or otherwise under these Terms and Conditions and includes, without limitation, all charges imposed by VISA for settling Card Transactions on behalf of each Cardholder, including all applicable fees, charges, expenses, actual damages, actual legal costs, disbursements, additional expenses, as prescribed in the Schedule of Charges.

Confidential Information means all information relating to the Customer that is, as a matter of law 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 the Bank;
- (b) was known to the Bank (without an obligation of confidentiality to the Customer) before its disclosure by the Customer;
- (c) is independently developed by the Bank without recourse to information disclosed to it by the Customer; or
- (d) is rightfully obtained on a non-confidential basis from a person other than the Customer, provided that the person is not known by the Bank to be bound by an obligation of confidentiality in relation to that information,

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

Cost Price means the cost price stipulated in the Murabaha Sale Contract.

Credit Limit means the maximum debit balance (including any Sub-Limits) permitted by FAB Islamic for the Card Account for a Card which shall not, at any time, exceed the Cost Price.

Credit Limit Funds means the credit balance on the Wakala Account up to the maximum aggregate amount of the Credit Limit, which is funded from the proceeds of the Murabaha Transaction in accordance with Condition 5.2.

Co-Branded Card means a Card issued by the Bank in conjunction with a Co-Brand Partner.

Co-Brand Partner means a person with whom the Bank has partnered to make available a Co-Branded Card.

Current Balance means the total debit balance outstanding on the Card Account according to FAB Islamic's records on a Statement Date.

Customer means individual natural person referred to in the Application Form which has requested a FAB Islamic Card.

Delegate means any agent, adviser, banker, broker, correspondent, dealer, nominee, market professional, contractor, vendor (including its subcontractors), custodian or other third party that the Bank may appoint in relation to a Card (including to provide a service,

or facilitate the provision by the Bank of a service, to the Customer directly or indirectly, or to remain competitive or collect any liabilities that have become due).

Deposit means an amount in cash placed by the Customer with FAB Islamic as specified by FAB Islamic as security for the performance of the Customer's obligations under the Agreement.

Dirham or AED means the lawful currency of the UAE.

Electronic Banking Services means the services made available over the telephone or a mobile phone, through the Bank's websites or through mobile banking applications which allow a Cardholder to access certain Card services offered by the Bank through electronic means.

Emirates Integrated Registries Company means the Emirates Integrated Registries Company established pursuant to UAE Federal Law No (4) of 2020 or any successor.

Etihad Credit Bureau means Al Etihad Credit Bureau established pursuant to UAE Federal Law No. (6) of 2010 or any successor.

Expiry Date means "valid thru" date specified on each Card.

FAB 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).

FAB Islamic means the Bank's Islamic retail business, its successors and assigns.

Guarantee means a guarantee from a bank or financial institution in favour of FAB Islamic in form and substance acceptable to FAB Islamic for an amount specified by FAB Islamic, as security for the performance of the Customer's obligations under the Agreement.

IVR means FAB Islamic's interactive voice response system.

Merchant means any person who sells or supplies goods or services to a Cardholder.

Minimum Amount Due means (i) 5 (five) % of the Current Balance or (ii) AED 100 (hundred) (whichever is higher), as specified in each Statement of Account as being the minimum payment due by the Customer for a Statement Period.

Monthly Credit Card Profit means the monthly charge as specifically set out in Condition 11.1.

Murabaha Sale Contract means the murabaha sale contract executed between the Customer and FAB Islamic in respect of the Murabaha Facility.

Murabaha Facility means the murabaha facility made available by FAB Islamic to the Customer to fund the Credit Limit Funds in the Wakala Account.

Murabaha Monthly Payment means each fixed equal monthly instalment payments of the Murabaha Profit.

Murabaha Transaction means the one-off commodity murabaha transaction entered into by the Customer and FAB Islamic pursuant to the Murabaha Sale Contract.

Murabaha Profit means the aggregate profit payable by the Customer to FAB Islamic under the Murabaha Facility, as more specifically defined under the Murabaha Sale Contract which is paid by way of Murabaha Monthly Payments.

Payment Due Date means the date specified in the Statement of Account by which date payment of the Current Balance or the Minimum Amount Due (as the case may be) is to be made by the Customer.

Personal Data means any information relating to an identified or identifiable natural person. For the purposes of this definition, an “identifiable natural person” is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, or to one or more factors specific to the biological, physical, biometric, genetic, mental, economic, cultural or social identity of that natural person.

Privacy Statement means the Bank’s privacy policy statement, as amended from time to time and which can be found here [\[https://www.bankfab.com/en-ae/privacy-policy\]](https://www.bankfab.com/en-ae/privacy-policy).

PIN means the 4 (four) digit personal identification number issued to each Cardholder to enable that Cardholder to use his Card at an ATM, with any Merchant or at any other point of sale.

Primary Card means the Card issued by FAB Islamic to the Primary Cardholder.

Primary Cardholder means the Customer other than the Supplementary Cardholder who opened the Card Account with FAB Islamic and in whose name the Primary Card is issued.

Rebate means the discretionary waiver of partial or total claim against right or debt from the Primary Cardholder given by FAB Islamic, which in any event should not in any circumstances create a contractual obligation even if it is continuously or repeatedly given.

Replacement Card means a further Card issued to a Cardholder to replace an existing Card.

Schedule of Charges means the schedule of fees and charges for the use of the services in respect of the Cards.

Security means any Deposit, Guarantee, security cheque or pledge of cash collateral or other security provided to secure the obligations of the Customer under the Agreement.

Shariah means the rules, standards, interpretation of the Islamic law including any decision or conclusion related to Shariah matters pronounced or made by the Higher Shariah Authority of the Central Bank of the UAE and as adopted by and binding on Bank’s Internal Shariah Supervision Committee.

Specific Conditions means any terms and conditions governing a specific Card, which are supplemental to these Terms and Conditions or such other documents that FAB Islamic may specify or otherwise make available to the Customer.

Statement Date means the date on which the Statement of Account is issued.

Statement of Account means the periodic consolidated statement issued by FAB Islamic to the Customer summarising the Card Transactions since the last Statement of Account and detailing the Current Balance, Minimum Amount Due and Payment Due Date for that Statement Period.

Statement Period means the monthly or such periodic intervals to which a Statement of Account relates.

Sub-Limit means any credit limit set by FAB Islamic for a Supplementary Card as per the request of Primary Cardholder.

Supplementary Card means the Card issued by FAB Islamic to the Supplementary Cardholder.

Supplementary Cardholder means each person who is issued with a Supplementary Card on the request of the Primary Cardholder.

TPIN means the telephone identification number issued to a Cardholder which allows that Cardholder to access or carry out Card Transactions by telephone.

UAE means the United Arab Emirates.

Utilised Amount means the portion of the Credit Limit which has been utilised by the Customer as at a Statement Date.

VISA means Visa Inc.

Wakala Account means the internal Wakala account into which the proceeds of the Murabaha Facility are deposited.

Expected Wakala Return means the return on investments generated under the Wakala Account from time to time, if any.

- 2.2 Reference to any person shall include that person's personal representatives, successors and assigns.
- 2.3 Use of the singular shall include the plural and vice versa. Reference to any gender shall include the other gender. References to "persons" includes natural persons, firms, partnerships, companies, corporations, societies, associations, statutory bodies and agencies (whether local or foreign) and the personal pronoun "it" includes an individual.
- 2.4 In these Terms and Conditions, references to:
 - (a) 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;
 - (b) "including" and "includes" shall be construed without limitation;
 - (c) a "regulation" includes any regulation, rule, official directive, requirement, standards 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;

- (d) a provision of "law" is a reference to any applicable local or foreign law, regulation, ordinance, decree or treaty as amended or re-enacted;
- (e) the Bank being required to make a decision or determination, take any action, express an opinion, satisfy itself, or exercise a right or remedy shall be a reference to any such action being taken by the Bank in its sole and absolute discretion;
- (f) "losses", "expenses" or "costs" shall be limited to actual and direct Losses, expenses or costs and shall exclude any opportunity loss or funding costs;
- (g) all periods of time shall be based on, and computed according to the Gregorian calendar;
- (h) references to the Bank is to the Bank in any capacity;
- (i) a time of day is a reference to Abu Dhabi time; and
- (j) "AED", "UAE Dirhams" and "dirhams" denote the lawful currency of the UAE.

3 Application for a Card Account

- 3.1 An Application Form shall be duly completed and executed by the Customer and submitted to FAB Islamic. By submitting an Application Form the Customer confirms that it has read, understood and agreed to these Terms and Conditions.
- 3.2 The Customer shall provide all documents and information requested by FAB Islamic in connection with the application to open a Card Account, including (but not limited to) the following:
 - (i) information and other documentary evidence required for any "know your customer" checks to which FAB Islamic is subject; and
 - (ii) all other documentation required by FAB Islamic to facilitate its duties and obligations under the Agreement.
- 3.3 Notwithstanding the compliance by the Customer under Condition 3.2, FAB Islamic may reject an Application Form at its sole discretion. Where permitted by applicable law, FAB Islamic shall endeavour to provide its reasons for any such rejection.
- 3.4 Upon acceptance by FAB Islamic of an Application Form and the provision of the documentation under Condition 3.2, the Agreement shall be concluded between FAB Islamic and the Customer and shall be binding on the Customer and each Cardholder.

4 Issuance of Cards, PINs and TPINs

- 4.1 The Customer shall provide to FAB Islamic a list of the Cardholders authorised by the Customer to receive a Card. FAB Islamic shall issue a Card to each Cardholder or may refuse to issue a Card to any Cardholder. Where permitted by applicable law, FAB Islamic shall endeavour to provide its reasons for any such refusal. The Customer may from time to time request FAB Islamic to issue additional Cards.

- 4.2 The Customer shall procure that each Cardholder shall provide such information as FAB Islamic may require from time to time in connection with the opening and operating of the Card Account and the issuance of any Card.
- 4.3 FAB Islamic shall issue to each Cardholder a PIN and/or TPIN for use with the corresponding Card. The Customer shall procure that each Cardholder shall under no circumstances whatsoever allow his Card or PIN or TPIN to be used by any other individual or disclose the PIN or TPIN to any third party. FAB Islamic shall issue a replacement PIN or TPIN upon the request of the Customer or relevant Cardholder.
- 4.4 The Customer shall procure that each Cardholder shall be solely responsible for keeping his Card safe and any PIN or TPIN confidential at all times.
- 4.5 The Customer shall for security reasons procure that each Cardholder changes his PIN or TPIN from time to time.
- 4.6 Each Card is and shall be, at all times, the property of FAB Islamic and shall be surrendered to FAB Islamic immediately upon request by FAB Islamic or its duly authorised agent.
- 4.7 No Card is transferable and each Card may only be used by the Cardholder to whom it has been issued.
- 4.8 Each Card issued shall be collected from FAB Islamic by the relevant Cardholder (as duly authorised by the Customer) or sent, at the sole risk of the Customer, by registered post or courier to the address notified to FAB Islamic by the Customer.
- 4.9 The Customer shall procure that each Cardholder signs his Card immediately upon receipt and signature, activation or use of his Card shall constitute binding and conclusive evidence of the confirmation of the Customer and the relevant Cardholder to be bound by these Terms and Conditions, notwithstanding that FAB Islamic is not notified of the Customer's or the Cardholder's receipt of the Card.
- 4.10 In the event the Customer does not wish to be bound by these Terms and Conditions, the Customer shall not activate or use any Card in any manner and shall cut every issued Card in half and return to FAB Islamic following which Condition 12 shall apply.
- 4.11 If a Cardholder loses or damages his Card or requires a renewal or Replacement Card, FAB Islamic may at its discretion and at the cost of the Customer, issue such Card or Cards as the Customer may require.
- 4.12 FAB Islamic shall be entitled at the time of accepting an Application Form, before the issuance of any Card or at any time thereafter to demand that the Customer provides such Security in favour of FAB Islamic for such amount as FAB Islamic may require as security for the Customer's obligations under the Agreement. FAB Islamic shall, without further notice or recourse to the Customer, be entitled to date and present any security cheque provided as Security in order to settle any amount due from the Customer to FAB Islamic from time to time under the Agreement.

5 Shariah Basis, Credit Limit and Sub Limits

- 5.1 The Card shall be provided to the Customer on the basis of commodity *Murabaha* and *Wakalah* structures. FAB Islamic shall make available to the Customer the Credit Limit to

be utilised by the Cardholders for Card Transactions (subject to any applicable Sub-Limit for each Card).

- 5.2 To fund the Credit Limit Funds, the Cardholder will enter into a Murabaha Sale Contract under which the Customer shall, through a deferred payment Murabaha, purchase a quantity of specified commodities owned by FAB Islamic (the "**Commodities**") at the Cost Price plus applicable Murabaha Profit.
- 5.3 Upon the purchase of the Commodities, the Customer may, sell the same Commodities to a third party (the "**Third Party Purchaser**"), through FAB Islamic as a messenger, for an amount equivalent to the Cost Price.
- 5.4 The proceeds from the on sale commodities which is equivalent to the Credit Limit amount shall be deposited into the Wakala Account and the Customer shall be entitled to a return from the Wakala Account (if any).
- 5.5 Subject to Condition 11.2, the Murabaha Monthly Payment for each month shall, on each Statement Date, be added to the Utilised Amount for the corresponding Statement Period.
- 5.6 At the request of the Customer, FAB Islamic may provide a Sub-Limit for any Supplementary Card. The Cardholder may request that a Credit Limit be increased. Any such request shall be subject to the procedures and policies of FAB Islamic at the relevant time.
- 5.7 FAB Islamic may, at its absolute discretion and at any time, block, control or restrict the Credit Limit (including any individual Sub-Limits) in accordance with this Agreement.
- 5.8 The Credit Limit and any Sub-Limit shall be specified in each Statement of Account.

6 Use of Cards

- 6.1 Each Card may be used for Card Transactions:

- (i) within the Credit Limit or any Sub-Limit designated for that Card;
- (ii) until the Expiry Date of that Card, cancellation of that Card or termination of the Agreement, whichever is earlier;
- (iii) in accordance with all applicable laws; and
- (iv) in accordance with these Terms and Conditions.

- 6.2 The Customer undertakes and shall procure that each Cardholder undertakes to:

- (i) stay within the Credit Limit or any prescribed Sub-Limit;
- (ii) ensure that no Card Transaction is entered into which may cause the aggregate outstanding balance of the Customer's obligations to FAB Islamic under all Card Transactions along with the Charges to exceed the Credit Limit; and
- (iii) comply with Condition 6.1.

The Customer further agrees and acknowledges that FAB Islamic shall not process any Card Transaction which would cause the Utilised Amount to exceed the Credit Limit.

- 6.3 The Customer shall be liable for all Card Transactions while any Card is in issue, whether or not processed with the Customer's or any Cardholder's knowledge and including, without limitation, any Card Transaction that is authenticated in accordance with these Terms and Conditions. The Customer shall ensure that he and each Cardholder shall immediately report to FAB Islamic any unauthorised use of the Card or any suspected fraudulent, illegal or suspicious activity with regard to any Card and FAB Islamic shall, upon receipt of such report, be entitled to suspend or cancel the usage of any or all Card(s) until it has investigated such report. The Customer shall remain liable for all Card Transaction until such time as FAB Islamic has suspended or cancelled the relevant Card(s).
- 6.4 FAB Islamic shall be entitled to treat the following as evidence of an obligation properly incurred by any Cardholder which is to be debited to the Card Account:
- (i) any sales draft, Card Transaction record (through any terminal), credit voucher, cash disbursement draft or other charge record bearing the imprint or other reproduction of embossed information printed on a Card and duly completed or executed; and
 - (ii) FAB Islamic's record of any Cash Advance or of any other Card Transaction effected by the use of a Card including but not limited to Card Transaction effected via mail, telephone or the internet.
- 6.5 FAB Islamic's record of any Card Transaction shall be conclusive and binding on the Customer and FAB Islamic shall be entitled to debit the Card Account based on such records.
- 6.6 FAB Islamic shall convert all foreign currency Card Transactions (including Cash Advances) into Dirhams using the spot exchange rate and percentage commission (if applicable) prevailing at the date the Card Account is debited for the relevant Card Transaction.
- 6.7 The Customer shall procure that each Cardholder acts in good faith at all times in relation to all his dealings with the relevant Card and shall not use his Card for any immoral or illegal purposes including activities referred to in Condition 6.9 below. FAB Islamic shall have no responsibility to monitor or otherwise ensure that the Cardholders abide by the provisions of this Condition 6.7.
- 6.8 Notwithstanding that any Credit Limit or Sub-Limit has not been utilised, FAB Islamic shall be entitled to, at any time and without liability towards the Customer or any Cardholder, withdraw and restrict any Cardholder's right to use his Card or refuse to authorise any Card Transaction.
- 6.9 Certain purchases of goods or services, such as alcohol, dealing in pork and pork related products, gambling, pornography or other non-halal activities, are prohibited under the principles of Shariah and FAB Islamic may or may not restrict the usage of the Card with a Merchant with certain merchant category code.
- 6.10 It is the Customer's sole responsibility to ensure that each Card is utilised by the relevant Cardholder for Card Transactions which are not contrary, offensive or repugnant to the principles of Shariah. FAB Islamic shall be entitled (without having any responsibility to monitor or ensure that Cardholders abide by the provisions of this Condition), to withdraw any Cardholder's right to use his Card or to refuse to authorise any Card Transaction in the event that the Customer or the Cardholder fails to comply with this Condition.

- 6.11 FAB Islamic shall credit the Card Account with the amount of any refund made to any Card only upon receipt of a properly issued credit voucher from the relevant Merchant.
- 6.12 The Customer acknowledges that FAB Islamic shall not be responsible for and shall have no liability for any claims brought against any Merchant in connection with the goods and services purchased with the Cards.
- 6.13 From time to time at its sole discretion FAB Islamic may:
- (i) offer different types of Cards which shall have different features, underlying Shariah contract, services, benefits, financing limits and pricing, and such Cards may be subject to such terms of use, qualifications and restrictions as FAB Islamic may in its sole discretion decide to impose;
 - (ii) on a best efforts basis and without any liability arrange additional benefits and services for Cardholders to be provided by third parties including, but not limited to, Shariah compliant travel insurance, purchase protection insurance and travel assistance; and
 - (iii) provided that the Customer has opted to receive such materials, introduce to Cardholder Shariah compliant offers, benefits and services provided by Merchants or third parties.
- 6.14 FAB Islamic accepts no responsibility for and shall have no liability to any Cardholder for any offer, benefit or service from any third party or for the amendment, withdrawal or cancellation of any such offer, benefit or service.

7 Loss of Cards, PINs or TPINs

- 7.1 The Customer shall be fully liable for all Card Transactions which are made using a PIN or TPIN, whether with or without the knowledge of the Customer or any Cardholder. FAB Islamic shall be under no duty to verify the authenticity of any instructions received from a Cardholder authenticated through PIN or TPIN in accordance with the applicable procedures of FAB Islamic.
- 7.2 The Customer shall procure that each Cardholder shall use all reasonable precautions to prevent the loss, theft or wrongful use of any Card and shall not disclose his PIN or TPIN to any party.
- 7.3 In the event that any Card is lost or stolen or the PIN or TPIN is disclosed to any other party, the Customer shall ensure that the relevant Cardholder shall immediately report such loss together with particulars thereof to FAB Islamic (by telephone on 800 FAB ISLAMIC (800 27335) and/or by such other mode of communication as advised by FAB Islamic from time to time) and shall in case of loss, theft or disclosure of the PIN or TPIN, file a police report at the nearest police station where such loss or theft or disclosure occurred or was discovered. Unless and until FAB Islamic has received that notification, the Customer shall be responsible for any instruction or transaction which has been processed through the use of a Card, PIN or TPIN. Upon notification of such loss or theft, or in the event of any illegal or suspicious Card Transactions, FAB Islamic may, without further notice to the Customer, suspend the use of that Card or all Cards until further notice.

- 7.4 The Customer shall procure that each Cardholder understands that his Card Number should only be revealed for executing a Card Transaction, reporting the loss or theft of his Card or if expressly permitted by FAB Islamic.
- 7.5 The Customer shall procure that each Cardholder shall immediately inform FAB Islamic, if any Cardholder believes that there is a Card Transaction, which was not carried out by the relevant Cardholder.
- 7.6 The Customer shall be and shall remain fully liable to make payment to FAB Islamic for any debit to the Card Account arising from any Card Transaction by any person whether with or without knowledge of any Cardholder or the Customer and irrespective of whether they were authorised by the Customer or not.
- 7.7 In the event that a lost or stolen Card is recovered by the Customer or the Cardholder, the Customer or Cardholder (as the case may be) shall immediately cut it in half and return it to FAB Islamic without using it. The Customer shall procure that no Cardholder shall use his PIN or TPIN for a Card after reporting the loss or theft of such Card to FAB Islamic.

8 Cash Advances

- 8.1 Any Cash Advance shall be subject to any daily withdrawal limit imposed on any Card or Cardholder by FAB Islamic (including any Sub-Limit applicable to the Card) or by any bank or financial institution through whom a Cash Advance is requested or by an ATM.
- 8.2 Each Cardholder may obtain a Cash Advance by the following means:
 - (i) presenting his Card at any branch of the Bank or of any member institution of VISA together with evidence of his identity and by signing the necessary transaction records; or
 - (ii) by using his Card and PIN at any ATM of the Bank or of any other bank or institution with whom FAB Islamic has an agreement for the use of that bank's or institution's ATM.
- 8.3 The relevant ATM or bank or financial institution's electronic records of any Cash Advance made using a Card and corresponding PIN shall be conclusive and binding on the Customer and FAB Islamic shall be entitled to debit the Card Account with any Cash Advance based on such records.
- 8.4 A fixed fee shall be levied on each Cash Advance (whether obtained in the UAE or outside the UAE) as set out in the Schedule of Charges. The use of a Card by a Cardholder to obtain a Cash Advance shall be deemed to constitute an agreement by the Customer to pay the relevant Charges on each Cash Advance.
- 8.5 While utilising the Card in the UAE, each Cardholder shall only be able to withdraw cash in Dirhams and foreign currency as may be permitted by FAB Islamic, up to limits placed by FAB Islamic from time to time.
- 8.6 Any Cash Advance obtained outside the UAE shall be obtained on and subject to such rules as imposed by FAB Islamic and by the third party making the Cash Advance and the Customer shall, in addition to the Charges imposed by FAB Islamic, be liable to pay all fees, costs or Charges levied by the third party making the Cash Advance.

9 Fees & Charges

9.1 The Customer shall pay to FAB Islamic:

- (i) the Annual Fee;
- (ii) any Charges imposed by any Merchant, ATM or third party arising from the use of any Card;
- (iii) a Card replacement fee for the issuance of any Replacement Card;
- (iv) any Charges for the provision of paper copies of Card Transaction or Cash Advance receipts;
- (v) such other fees or Charges as prescribed in the Schedule of Charges.

9.2 All Charges are non-refundable.

9.3 FAB Islamic shall be entitled to levy additional Charges for any other services provided to the Customer or any Cardholder from time to time as set out in the Schedule of Charges.

9.4 Without prejudice to FAB Islamic's rights at any time to take the appropriate legal action, FAB Islamic shall be entitled to charge an administrative fee as set out in the Schedule of Charges for any returned unpaid cheques drawn by the Customer on the Card Account or used to make a deposit to the Card Account.

10 Statements

10.1 The Bank shall provide a Statement of Account to the Customer in respect of the Card Account at such intervals as the Bank may decide.

10.2 Unless otherwise requested by the Customer, Statements of Account shall be delivered by electronic mail to the Customer's registered electronic mail address in the Bank's records, by encrypted electronic mail through the Bank's Electronic Banking Services or any other electronic means. 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 Statement of Account delivered electronically will be deemed to constitute an account statement as required by applicable law and shall, for all purposes, satisfy the Bank's obligations to deliver to the Customer Statement of Account.

10.3 In circumstances where the Bank determines it is not reasonably practicable to deliver Statements of Account to the Customer electronically, the Bank may deliver such Statements of Account in any manner it considers appropriate.

10.4 It is the Customer's responsibility to review each Statement of Account (and acknowledge receipt where required by the Bank to do so) and notify the Bank of any discrepancy within 30 days of receiving it, failing which the Statement of Account shall 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 account statement and the account statements maintained by the Bank as to the status of a Card Account shall be conclusive and binding on the Customer.

- 10.5 The Bank shall be entitled to rectify any error in any Statement of Account.
- 10.6 It is the Customer's responsibility to notify the Bank if the Customer does not receive Statement of Account or is otherwise unable to access a Statement of Account within 30 days of the date on which the Statement of Account should have been received or made available to the Customer. The Bank shall not be liable for the Customer's non-receipt or late receipt of Statements of Account.
- 10.7 The Bank may suspend the delivery of Statement of Account if it has grounds for believing that the Customer is not receiving such Statement of Account.

11 Payments

- 11.1 The Customer shall, for each Statement Period, pay to FAB Islamic the Monthly Credit Card Profit, which is the difference (if any) between (a) the Murabaha Monthly Payment payable by the Customer to FAB Islamic and (b) the Expected Wakala Return (if any) due to the Customer for that Statement Period, provided that for each Statement Period:
- (i) if the Utilised Amount on the corresponding Statement Date is equal to or greater than the Credit Limit, the Customer shall pay the entire Murabaha Monthly Payment and shall not be entitled to any Expected Wakala Return since there is no balance available in the Wakala Account; and
- (ii) if the Utilised Amount on the corresponding Statement Date is nil, the Murabaha Monthly Payment payable by the Customer may be reduced by the Expected Wakala Return (if any) earned or discretionary Bonus and/or Rebate granted by FAB Islamic (if any) during that Statement Period.
- 11.2 FAB Islamic may, for any Statement Period, in its sole discretion and without being obliged to do so, grant a Bonus (or any part thereof) to the Customer which shall be applied towards reducing the Monthly Credit Card Profit.
- 11.3 The Customer may, in respect of a Statement of Account, either:
- (i) pay the relevant Current Balance in full; or
- (ii) pay the relevant Current Balance in part, by a payment amount equal to or greater than the Minimum Amount Due (provided the Minimum Amount Due is greater than the Current Balance). If the Current Balance is less than AED 100 (hundred) then the Current Balance shall be payable in full,
- together with any Charges due and payable as specified in each Statement of Account.
- 11.4 The Customer shall make the payment set out in Condition 11.3 by no later than the applicable Payment Due Date.
- 11.5 If the Current Balance or Minimum Amount Due (as the case may be) is not paid by the Payment Due Date or only partly paid (by way of procrastination), then the unpaid amount shall be added to the Minimum Amount Due under the next succeeding Statement of Account and a late payment donation amount as set out in the Schedule of Charges shall be levied on the unpaid amount as a delay in payment. Any delay in payment shall be deemed procrastination unless proven otherwise. The late payment donation amount shall distribute by FAB Islamic after deducting any actual costs incurred by the Bank as a result of such non-payment (excluding the cost of fund and opportunity loss) to a charitable cause

approved by the Bank's Internal Shariah Supervision Committee.

- 11.6 In the event of a failure by the Customer to pay to FAB Islamic any sum demanded on the due date for such payment, FAB Islamic reserves the right to terminate the Agreement and the whole outstanding balance on the Card Account shall become immediately due and payable on demand. FAB Islamic shall be entitled at its discretion to appoint an agent to collect all sums due to FAB Islamic from the Customer under the Agreement.
- 11.7 Upon the termination of the Agreement and/or in the event of any non-payment of the Current Balance or Minimum Amount Due or any other outstanding amount by the relevant due date for payment, FAB Islamic reserves the right at its sole discretion and without further notification to the Customer or any Cardholder to enforce its rights under the Murabaha Sale Contract and/or liquidate any Security and apply the proceeds to settle all outstanding amounts.
- 11.8 All payments received by FAB Islamic from the Customer shall be applied in the following order of payment or such other order of priority as FAB Islamic may think fit:
- (i) first, settlement of all actual legal and other enforcement costs and fees incurred by FAB Islamic in the preservation and maintenance of its rights under the Agreement and the Security;
 - (ii) second, settlement of all unpaid Monthly Credit Card Profit and other fees and costs shown on any previous Statement of Account;
 - (iii) third, settlement of all unpaid Annual Fees, Charges and other fees and costs shown on the current Statement of Account;
 - (iv) fourth, settlement of all unpaid Card Transactions shown on any previous Statement of Account;
 - (v) fifth, settlement of all unpaid Card Transactions shown on the current Statement of Account;
 - (vi) sixth, settlement of all fees, Charges and Card Transactions not yet shown on the current Statement of Account.
- 11.9 If a Card Transaction disputed by the Customer is subsequently proven to have been originated by the Cardholder, FAB Islamic retains the right to charge-back, as from the date when the Card Transaction took place, the Card Transaction amount along with any actual costs and expenses (excluding the cost of fund and opportunity loss) incurred by FAB Islamic in the investigation thereof.
- 11.10 All payments made by the Customer shall be in the billing currency of the Card Account. If payment is made in any other currency, the Customer shall pay FAB Islamic all exchange, commission and other charges or actual costs incurred (excluding the cost of fund and opportunity loss) by FAB Islamic in converting such payment to the billing currency. Such conversion shall be effected using the spot exchange rate and percentage commission (if applicable) prevailing at the date that it is recorded in the Card Account. Any payment shall only be deemed received when the relevant funds have been received for value by FAB Islamic and assigned to the Card Account.

12 Termination

12.1 The Customer shall return or procure the return of each expired Card to FAB Islamic on the relevant Expiry Date. On the Expiry Date of a Card, the outstanding amount relating to the Card Account shall become due and payable in full, unless a new Murabaha Sale Contract (upon terms to be agreed to by FAB Islamic and the Customer) is executed and a Replacement Card is issued (at the sole discretion of FAB Islamic) in which case all the outstanding and unpaid balance relating to such Card in the Card Account shall be automatically transferred to the Replacement Card.

12.2 The Customer may close the Card Account and terminate the Agreement upon giving 45 (forty five) calendar days' written notice to FAB Islamic.

12.3 FAB Islamic may close the Card Account and terminate the Agreement:

(i) By way of 45 (forty five) days' written notice to the Customer; or

(ii) immediately if there is any breach of the Agreement by the Customer or any Cardholder; or

(iii) immediately upon the insolvency of the Customer.

Where permitted by applicable law, FAB Islamic shall endeavour to provide its reasons for any such closure or discontinuation.

12.4 In the event of termination of the Agreement the Customer shall immediately return all issued Cards and shall within 3 (three) Business Days of termination pay the Utilised Amount along with any other amounts due and payable under the Agreement in full. Notwithstanding termination of the Agreement, the Customer shall continue to remain liable for the Utilised Amount, the Current Balance and all other amounts due and payable under the Agreement until such time as such amounts have been paid in full.

12.5 The Customer shall procure that any Cardholder whose Card is cancelled shall immediately return his Card, cut in half to FAB Islamic.

12.6 FAB Islamic shall not be liable to refund any Annual Fees, or any other fees or Charges or any part thereof in the event of termination of the Card Account pursuant to the Agreement.

12.7 FAB Islamic reserves the right to retain any Security provided in support of the Card Account for a period of 45 (forty five) Business Days following termination of the Agreement to settle any liabilities on the Card Account that may be posted after the date of termination.

13 Exclusion of Liability

13.1 The Bank shall have no liability whatsoever to the Customer in respect of any loss or damage (howsoever incurred or suffered and whether direct, indirect, special, incidental or consequential) incurred or suffered by the Customer or any Cardholder and arising directly or indirectly:

- (i) by reason of the Bank or a Merchant or VISA or any other bank or financial institution or any other party (wherever located) refusing to accept a Card, Card Number, PIN or TPIN, refusing to accept a Card Transaction or refusing to extend or provide a Cash Advance;
- (ii) as a result of the introduction, acceptance by the Cardholder, amendment, withdrawal or cancellation of any offer, benefit or service provided by any Merchant or third party;
- (iii) out of any defect or deficiency in any goods or services supplied to a Cardholder by any Merchant or for any breach or non-performance of any obligation by any Merchant;
- (iv) as a result of the malfunction or failure of any ATM or any other payment or data processing machine or system or the disruption of any communication system or transmission link;
- (v) the exercise by the Bank of its right to repossess or cancel any Card prior to its Expiry Date;
- (vi) as a result of the exercise by the Bank of its right to terminate any Card, the Card Account or the Agreement pursuant to these Terms and Conditions;
- (vii) as a result of any injury to the credit status or reputation of the Customer or any Cardholder due to repossession of any Card, any request for the return of a Card or the refusal of any party to honour or accept the Card;
- (viii) out of any dispute between the Customer or a Cardholder and any Merchant or bank or financial institution or any other person; or
- (ix) as a result of any failure by the Bank to fulfil its obligations under the Agreement due to any reasons beyond the Bank's control including, but not limited to, any act of God, riots, civil commotion, insurrection, war or industrial action.

- 13.2 The Bank gives no representation, warranty or undertaking in respect of any offer, benefit or service provided by any Merchant or third party to any Cardholder or in connection with the delivery, quality, design and specifications or otherwise or any goods or services provided by any Merchant.
- 13.3 The Bank shall not be liable for any representations or promotions made by or obligations of a Co-Brand Partner in respect of any benefits that are provided by a Co-Brand Partner in connection with a Co-Branded Card.
- 13.4 Nothing in this Condition 13 or these Terms and Conditions shall operate as a limit or exclusion of the Bank's liability in respect of a duty owed by the Bank to the Cardholder under applicable law, other than as permitted by applicable law

14 Renewal

Following the Expiry Date, FAB Islamic may, at its sole discretion issue a new Card pursuant to a new arrangement between FAB Islamic and the Cardholder. If so, a new Murabaha Sale Contract (upon terms to be agreed to by FAB Islamic and the Customer) shall be executed and a Replacement Card issued (at the sole discretion of FAB Islamic) in which case all the outstanding and unpaid balance in the Card Account relating to such Card shall be automatically transferred to the Replacement Card.

15 Disputes on transactions

- 15.1 The entries in the Card Statement shall be presumed to be correct unless the Customer objects to the entries within a period of thirty (30) Business Days from the date of the Card Statement and proves them to be incorrect. If the Customer objects to an entry, the Customer must send a signed dispute form to FAB Islamic and FAB Islamic shall then initiate an investigation and advise the Customer of the outcome. FAB Islamic shall charge an investigation fee in accordance with the Schedule of Charges.
- 15.2 FAB Islamic is not obliged to investigate any Card Transaction not reported to FAB Islamic by the Customer within the time frame mentioned above.

16 Disclosure of Information

- 16.1 The Bank shall keep all Confidential Information confidential but the Customer consents to the Bank disclosing all such Confidential Information, on a confidential basis:
- (a) to any member of the FAB Group;
 - (b) to any Delegate to the extent necessary to enable the Bank to provide the Card to a Cardholder, directly or indirectly;
 - (c) to any professional adviser of the Bank;
 - (d) to any exchange, depository, clearing house or settlement system, swap data repository or trade repository (whether local or global), where the Bank or a Delegate is required to disclose such Confidential Information;
 - (e) to any actual or potential permitted transferee or assignee (or, in each case, any of their agents or professional advisers) of the Bank's rights and obligations under these Terms and Conditions, any Specific Conditions or in connection with any business transfer, disposal, merger or acquisition undertaken by the Bank;
 - (f) to any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection to the Bank in connection with the Card provided by the Bank;
 - (g) to the Etihad Credit Bureau, any other authorised credit reference agency or credit bureau or the Emirates Integrated Registries Company, and the Customer fully acknowledges the consequences of such disclosure on the Customer's ability to access future financial products or services, whether from the Bank or any other party;
 - (h) as required by any applicable law;
 - (i) as required by any court, tribunal, regulatory, supervisory, tax, sanctions, governmental or quasi-governmental authority having jurisdiction over the Bank or that the Bank reasonably believes has jurisdiction over any Cardholder;
 - (j) as may be required in order to preserve or enforce any of the Bank's rights or remedies against any Cardholder; or
 - (k) as otherwise specified in these Terms and Conditions or any Specific Conditions.

- 16.2 The Customer authorises the Bank to obtain information, on an ongoing basis, from the Etihad Credit Bureau, the Emirates Integrated Registries Company, the Central Bank of the UAE, banks and other financial institutions, (if it is a natural person) that Customer's employer, references or any other body as the Bank deems appropriate, about the Customer's financial and non-financial affairs which includes but is not limited to the details of the Customer's banking facilities, financial position, income, contact information and any other information relating to the Customer (including Personal Data) which the Bank deems appropriate without any reference to the Customer.
- 16.3 To comply with certain of its legal or regulatory obligations, the Bank may centralise the processing of the Customer's information in one or more locations inside or outside the UAE.
- 16.4 The Customer agrees to the processing and disclosure of the Customer's information in accordance with this Clause and to the transfer by the Bank, or its Delegates on the Bank's behalf, of the Customer's information to another country or countries for processing on behalf of the Bank. In this context, the Customer acknowledges that his/her information may be accessed under legal proceedings outside the UAE in such circumstances.
- 16.5 The Customer agrees to the processing and disclosure of the Customer's information to a Co-Brand Partner or a subsidiary, associate, branch, assignee, service provider, insurer, agent or delegate of a Co-Brand Partner or other party the Bank deems appropriate to enable the Bank or the Co-Brand Partner to perform their obligations in relation to any Co-Branded Card.
- 16.6 Where the Bank discloses Confidential Information in accordance with this Clause it shall, where reasonably practicable, take steps to ensure that the recipient of such Confidential Information will keep such information confidential.

17 Personal Data Protection

- 17.1 The Bank is committed to providing a high level of protection regarding the processing of the Customer's Personal Data in compliance with applicable data protection laws and regulations.
- 17.2 The Bank may collect, use, store, disclose or otherwise process the Customer's Personal Data for the following purposes:
- (a) processing applications for Cards, including assessing the Customer's suitability and performing necessary checks and risk assessments;
 - (b) providing Cards (including Electronic Banking Services), such as effecting payments or transactions and completing instructions or requests;
 - (c) monitoring and improving the Bank's website and its content;
 - (d) establishing and managing banking relationships and accounts;
 - (e) conducting market research and surveys with the aim of improving the products and services offered by the Bank;
 - (f) marketing and promotion (including direct marketing), conducted with or without the support of Delegates engaged by the Bank;

- (g) remaining competitive as well as developing and improving the Bank's products and services;
 - (h) preventing, detecting, investigating and prosecuting crimes (including but not limited to money laundering, terrorism, fraud and other financial crimes) in any jurisdiction through identity verification, government sanctions screening and due diligence checks;
 - (i) complying with applicable laws, regulations, policies, voluntary codes, judgements or court orders, as well as any request by any authority, regulator or enforcement agency or body in respect of any member of the FAB Group;
 - (j) establishing, exercising or defending legal rights in connection with legal proceedings (including any prospective legal proceedings) and seeking professional or legal advice in relation to such legal proceedings; and
 - (k) surveillance of premises (including ATMs).
- 17.3 The Personal Data requested by the Bank is necessary to perform the Card services. If it is not provided to the Bank, the Bank may be unable to comply with its legal or regulatory obligations or to provide the Customer with the Card services.
- 17.4 The Customer's Personal Data processed by the Bank is kept in a form which permits the Customer's identification for no longer than is necessary for the purposes for which the Personal Data is processed in accordance with legal, regulatory and statutory obligations. At the expiry of such periods, the Customer's Personal Data will be deleted or archived to comply with legal retention obligations or in accordance with applicable statutory limitation periods.
- 17.5 As a data subject, the Customer may have the right at any time to request from any member of the FAB Group, as far as permitted by applicable laws, regulations and/or banking industry guidelines, access to and rectification or deletion of the Customer's Personal Data. On legitimate grounds, the Customer is also entitled to request a restriction of the processing of the Customer's Personal Data or to object to such processing
- 17.6 In certain circumstances, the Customer may have the right to withdraw its consent to the processing of its Personal Data by the Bank. If the Customer withdraws consent to the processing of its Personal Data by the Bank, the Bank may continue to process such Personal Data where required for its business operations. Any future withdrawal of consent will not affect the validity of any prior processing of Personal Data by the Bank.
- 17.7 The Customer is entitled to lodge a complaint with any competent data protection authority concerning the compliance of any member of the FAB Group with applicable data protection laws.
- 17.8 The manner in which the Bank collects, uses, stores, shares and protects the Customer's Personal Data, as well as the Customer's rights with respect to such Personal Data, are explained in more detail in the relevant Privacy Statement which can be found here [<https://www.bankfab.com/en-ae/privacy-policy>]. Unless expressly stated otherwise in the relevant Specific Conditions, the terms of the Privacy Statement apply to all Card services and may be updated by the Bank in accordance with these Terms and Conditions in order to comply with applicable data protection laws and regulations.

- 17.9 For any requests relating to the processing of the Customer's Personal Data, the Customer should contact:

Data Protection Officer
First Abu Dhabi Bank PJSC
Abu Dhabi, United Arab Emirates
Email: privacy@bankfab.com

18 Indemnity

The Customer shall defend, indemnify and hold the Bank harmless on demand from and against any and all actual losses, actions, claims, proceedings, judgments, fines, damages, fees, costs and expenses (including actual legal fees and actual administrative costs (duly documented and reasonably incurred)) together with any sales or other taxes (regardless of when made or incurred) which (a) is suffered or incurred as a result of or connected with the preservation or enforcement of any of the rights of the Bank under the Agreement; or (b) arise out of any act or omission on the Customer or any Cardholder; or (c) which arise out of any wrongful, misleading or other such information provided by the Customer or any Cardholder to the Bank.

19 Right to Set-Off

Without limitation to any other rights that the Bank has, it may, at any time assert a lien over any money, shares, securities, documents or other assets and property of whatever nature which are held in the Customer's name in any account (whether in single or joint names) or financing arrangement or at any branch of the Bank (collectively property) and may at any time, apply all or part of such property towards the settlement of any amounts due under the Card Account. Where any property is denominated in a currency other than the billing currency the Bank may effect any necessary currency conversion at the prevailing spot rate of exchange. All actual costs (other than cost of fund and opportunity loss), incurred by the Bank in respect of the exercise of the right of set-off shall be for the account of the Customer and payable on demand.

20 Notices

- 20.1 The Customer shall promptly notify FAB Islamic in writing of any change to its registered, billing or contact address.
- 20.2 Any instructions conveyed by the Customer by facsimile or through FAB Islamic's contact centres, the IVR or any FAB Islamic branch or other customer contact point shall be deemed valid. FAB Islamic has the right to record all telephone conversations with the Customer and each Cardholder and may act upon and use such records as evidence in the case of disputes or in a court of law or other legal proceedings. The Customer consents to such recording and to the use of such recordings by FAB Islamic.
- 20.3 All Cards, PINs, TPINs, Statements of Account, changes to these Terms and Conditions and legal notices or demands shall be (i) delivered personally or (ii) sent by registered post or courier to the last known billing or other address of the Customer and any such communication shall be deemed to have been served on the Customer on the day of delivery if delivered by hand or on the date of receipt by the Customer (evidenced by a signed for receipt) if sent by registered post or courier.

- 20.4 Notwithstanding Condition 20.3, and subject always to any applicable law, any change in the Schedule of Charges shall be deemed to be received by, and be binding on, the Customer if it is displayed at FAB Islamic's branches or on its website, sent electronically or sent by short messaging service (SMS).
- 20.5 All communications under the Agreement sent to the Customer shall be deemed to have been sent to and received by each Cardholder.

21 Variation of Terms

- 21.1 The Bank may from time to time amend or vary these Terms and Conditions, any Specific Conditions or the Schedule of Charges by giving notice to the Customer in accordance with Condition 20. Any changes to these Terms and Conditions, Specific Conditions or the Schedule of Charges shall only apply on and from the effective date specified by the Bank (which shall be a date falling after the notice of any change). The Customer acknowledges and agrees that the period of notice of a variation may vary depending on the nature of the variation, however, in all cases, the Bank shall comply with applicable law when implementing any variation, including as to the period of notice provided.
- 21.2 Retention or use of any Card after the effective date of any change to the Terms and Conditions or Schedule of Charges shall be deemed to constitute acceptance of such changes by the Customer and each Cardholder without reservation.
- 21.3 If the Bank varies these Terms and Conditions, any Specific Conditions or any Schedule of Charges and the Customer (a) does not agree to such changes and (b) notifies the Bank within 30 days of notice of variation being given to the Customer, the Customer may request the closure of the affected Card Account and termination of the Agreement. Provided there is no outstanding amount due to the Bank, such request may be made without charge.

22 Assignment

- 22.1 The Bank shall be entitled at any time without the consent of the Customer or any Cardholder to assign to any party the whole or any part of its rights, benefits or obligations under the Agreement.
- 22.2 The Customer and each Cardholder shall have no right to assign any of their rights, benefits or obligations under the Agreement.

23 Cumulative Rights & Waiver

- 23.1 The rights and remedies set out in the Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 23.2 FAB Islamic may at any time waive, either unconditionally or otherwise, any term of the Agreement or any default or breach of the Customer, provided that no delay in exercising or the non-exercise of any right of FAB Islamic under the Agreement shall be constituted as a waiver of that right.

24 Severability

Each Condition shall be severable and if at any time any Condition is or becomes invalid, illegal or unenforceable, the validity, legality or the enforceability of the remaining Conditions shall not in any way be affected or impaired thereby.

25 Interest

- 25.1 FAB Islamic and the Customer recognize and agree that the principle of the payment of interest is repugnant to the principles of Shariah and accordingly, to the extent that any provision or event would impose whether by contract or by statute any obligation to pay interest in whatever means or name called, the parties hereby irrevocably, unconditionally and expressly waive and reject any entitlement to recover interest from the other.
- 25.2 FAB Islamic is not entitled to charge profit on accrued profit by operation of law and nothing in these Terms and Conditions or any Specific Conditions shall be construed, interpreted or applied in such a manner.

26 Communication and Delivery

- 26.1 Unless otherwise agreed, any communication to be made or delivered in relation to any Card Account shall be made in writing. The Bank is entitled to deliver such communication in any format it deems appropriate (including in paper form or electronically).
- 26.2 Without prejudice to the generality of the above, any communication may be delivered electronically (including through electronic mail or Electronic Banking Services), unless the Bank has prescribed a particular mode of delivery for a particular Card Account or communication, in which case, such communication shall not be validly sent or received unless the method of delivery prescribed by the Bank has been followed. Any communication delivered in electronic form shall constitute delivery of such communication "in writing" or in "written" form for the purposes of the these Terms and Condition, any Specific Condition, and any applicable laws and shall have the same legal effect as if such communication were delivered in paper form, signed by the Customer or the Bank (as applicable). The Customer will not challenge the admissibility of any such communication on the grounds that it is made in electronic form.
- 26.3 It is the Customer's responsibility to check all communications sent by the Bank and to keep such communication secure. The Bank provides no assurance that electronic communication is secure or error free and the Customer agrees that any communication transmitted electronically can be intercepted, lost, delayed or be virus infected.
- 26.4 Any communication made by the Bank shall be validly given:
 - (a) if made or delivered electronically, when sent to the Customer's electronic mail address, mobile telephone or facsimile number (in each case, as notified by the Customer from time to time to the Bank) or made available through Electronic Banking Services, in each case, in readable form; and
 - (b) in all other cases, five Business Days after being dispatched.
- 26.5 Any communication delivered by the Customer to the Bank shall be validly given only when actually received by the Bank, at the place and in the manner specified by the Bank for such purpose.

- 26.6 It is the Customer's responsibility to provide the Bank at all times with an up-to-date postal address, mobile telephone number and electronic mail address and to notify the Bank of any change of contact information previously provided to the Bank.
- 26.7 The Customer agrees that all communications sent by the Bank to the Customer and any attachments are confidential to the Customer and the Customer shall delete or otherwise discard any communication sent in error by the Bank or addressed to a recipient other than the Customer.
- 26.8 The Bank is entitled to rely on any communication sent to it by the Customer and is not under any obligation to verify the authenticity or accuracy of any such communication.
- 26.9 Without prejudice to the generality of the above, the Bank may communicate with the Customer by telephone (including mobile phone). The Customer agrees that telephone conversations with the Bank may be recorded and agrees that any recordings so made are admissible as evidence in any court, arbitration or other proceedings.
- 26.10 The Bank shall send any physical items such as Cards by normal post or courier to the Customer's address in the Bank's records or such other address as requested by the Cardholder, and at the Cardholder's own risk and responsibility.

27 Electronic Banking Services

- 27.1 The Bank may provide a Customer with Electronic Banking Services. These Electronic Banking Services are provided at the Customer's own risk. The Customer agrees to follow any guidelines issued by the Bank regarding safety measures and precautions for the use of such Electronic Banking Services.
- 27.2 In certain circumstances, Electronic Banking Services provided in respect of a Card Account may only be provided to the Primary Cardholder.
- 27.3 The Customer acknowledges and agrees that despite the use of security codes and other sophisticated security measures, any communication sent to or by the Bank through Electronic Banking Services may not be a secure and confidential means of communication. If the Customer chooses to interact with the Bank in this way, the Customer does so at the Customer's own risk.
- 27.4 It is the Customer's sole responsibility to acquire and maintain suitable and compatible equipment, devices and software required in order to access Electronic Banking Services, including any anti-virus or other security protection for such equipment, device or software. In addition, the Customer will be responsible for the costs charged by the Customer's telephone or electronic communications provider.
- 27.5 The Customer shall be responsible for the accuracy and authenticity of all information supplied to the Bank by the Customer over the telephone or through electronic means and agrees that the Bank shall not be liable for any consequences arising out of erroneous information supplied by the Customer. The Customer shall not allow any person access to any of its electronic devices in a manner that would enable such person to access Electronic Banking Services.
- 27.6 If the Customer loses possession, control or functionality of any of its electronic devices, or has reason to believe that Electronic Banking Services are being accessed by a person other than a Cardholder, the Customer must immediately notify the Bank, upon which the

Bank may block such Electronic Banking Services for such duration and upon such conditions as the Bank shall determine. Unless and until otherwise notified by the Customer, all instructions received by the Bank which are initiated through such Electronic Banking Services shall be deemed to have originated from that Cardholder, and the Bank shall be entitled to rely on such instructions without any further investigation or enquiry.

The Customer acknowledges and agrees that the Bank may not be able to reverse or nullify any transaction executed based on instructions received prior to the Customer notifying the Bank in accordance with this Clause.

27.7 The Customer agrees that the Electronic Banking Services are provided over or through the internet and that the open and electronic nature of the internet may give rise to virus attacks, errors and losses and that any transaction effected through Electronic Banking Services is made at the Customer's own risk and responsibility. The Bank shall not be liable for any losses suffered by any Cardholder as a result of using Electronic Banking Services.

27.8 The Customer shall promptly notify the Bank of any changes to its mobile telephone details or telecommunication provider.

28 Collection

The Customer agrees that the Bank has the right to:

- (i) visit the Cardholder's place of residence or employment in order to discuss and/or collect: and
- (ii) authorise any Delegate (in or outside the UAE) to collect and visit the Cardholder's place of residence or employment in order to discuss and/or collect,

any of the Customer's liabilities that have become due. The Cardholder authorises the Bank to provide its Delegates with any information or documents pertaining to the Cardholder and to take the appropriate action on behalf of the Bank to collect such liabilities. The Cardholder shall be liable to pay all costs of collections including legal fees.

29 Governing Law

29.1 The Customer has sought independent legal and Shariah advice before accepting these Terms and Conditions, and further agrees that the Agreement is in conformity with the Shariah principles. The Customer confirms that he does not have and will not raise any objection that the Agreement is not Shariah compliant.

29.2 These Terms and Conditions shall be governed by, and be construed in accordance with, the laws of the UAE and the rules of Shariah as interpreted by the Bank's Internal Shariah Supervision Committee. Any legal action or proceedings arising out of or in connection with these Terms and Conditions may be brought in the Courts of Abu Dhabi.

29.3 The submission to the jurisdiction mentioned in Condition 29.2 shall not (and shall not be construed so as to) limit the right of FAB Islamic to take proceedings against the Customer in any other jurisdiction (inside or outside the UAE and including, without limitation, the Abu Dhabi Global Market) nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

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