

## First Abu Dhabi Bank Misr S.A.E

### Online and Mobile Banking Terms and Conditions

#### 1. Usage Of The E-Banking Service

- 1.1 The Client authorizes The Bank to accept and execute The Client's instructions regarding any of the payments from and to The Client's account. Execution of the transaction is through the privacy procedures applicable for the service in The Bank. Knowing that in case The Client would like to cancel a transfer from his account to another account, the client needs to notify The Bank in a written request, or else, The Bank will not be obliged to execute it.
- 1.2 After the client signs this agreement The Client will receive secret code and a username, once The Client accesses the system of the service for the first time The Client will be asked to change the secret code.
- 1.3 For Self-Token activation, The Client has to login to the internet banking and choose token activation step from the settings.
- 1.4 The Client represents full awareness of The Bank's delegation to third parties to ensure the execution of this service. Accordingly, The Client absolves The Bank and the delegated third parties in this regard of the obligation of maintaining the banking confidentiality The Client's accounts among them, knowing that such delegated third parties are committed by virtue of a special non-disclosure agreement with The Bank to maintain such confidential information and not disclose any of these information to third parties.

#### 2. Specific Terms For Usage Of The Service Over Joint Accounts

- 2.1 It is hereby agreed that the Bank does not allow subscription to FABMISR Online Banking for joint accounts with a combined signatures rule, and in the event that a subscription to FABMISR Online Banking on a joint account with a sole signature rule is requested by a single signature instruction from any of the joint account holders, this is considered a representation and an acknowledgment by all joint account holders that any of them has the sole right to request to subscribe or unsubscribe from this service, and that any transaction or service made by any of them through Online Banking on the joint account, shall be deemed to have been made with the knowledge and consent of all the holders of the joint account, and shall be considered effective and binding before all of them.
- 2.2 This service will be suspended or terminated in any of the following cases:
  - A. Any of the account holders notify The Bank of his/her request to stop the service.

- B. Any of the account holders notify The Bank in writing of the occurrence of any disputes between the accounts holders.
- C. Any of the account holders notify is made a subject to a seizure, the death, loss of civil capacity, declaration of bankruptcy and/or judicial or legal custodianship of any of the account holders.

### **3. The Secret Code**

- 3.1 The Client has to maintain the secret code kept at all times under The Client's own responsibility and The Client must not disclose the secret code to third party.
- 3.2 In case third party knew the client's secret code, The Client must change it immediately , the responsibility for this remains with The Client and in case the secret code has not been changed, all the instructions / the banking transactions made via this secret code by others will be considered as if it was emanating from The Client himself/herself , and The Client cannot have recourse against The Bank for such concluded transactions, since The Client has absolved The Bank of any liability, whatsoever and to the maximum extent possible, which results from the usage of the secret code by third parties for conducting any transactions.
- 3.3 The Client is responsible for all the instructions sent by The Client to The Bank starting from the date The Client accesses the service using The Bank's secrecy procedures until the time The Client quits the service.
- 3.4 If The Client knows that someone else got knowledge of The Client's confidential data, The Client should immediately contact The Bank, in case The Client fails to do so – regardless the reasons - such failure makes The Client responsible for any unauthorized transaction conducted on The Client's account and confirmed by The Client's confidential data.
- 3.5 Phone calls to The Bank's call center are recorded for quality assurance purposes.

### **4. Banking Transactions**

- 4.1 The Bank is able to execute some of the banking instructions that are related to the service submitted by The Client to The Bank instantly 24/7 however some of the banking instructions submitted from The Client to The Bank are considered valid until 2 PM in any business day of The Banks' business days in the Arab Republic of Egypt ("Business day") and such instructions will be executed according to The Bank's procedures and regulations, as for the instructions submitted to The Bank after 2 PM, they will be executed the following first business day.
- 4.2 All the transactions requests emanating from The Client will be executed within The Bank's regular procedures and regulations.

- 4.3 All instructions emanating from The Client will be executed based on the availability of funds in The Account(s) and the instant debit from “The Client’s” account(s).
- 4.4 All instructions emanating from The Client will be executed based on the foreign exchange rate applicable at The Bank on the date of execution of the requested transactions.
- 4.5 The Client’s usage of the service does not entitle The Client to overdraw the balances of The Client’s account(s) unless The Client has been extended with an overdraft credit limit as agreed with The Bank from time to time.
- 4.6 The Client is responsible for all the transactions conducted using the service and for the payment of any dues owed to The Bank resulting from such usage.

## **5. Fees Of The Service**

- 5.1 The Client represents that the banking tariffs applicable at The Bank have been made available to The Client and the client has taken full note of them and that The Client accepts dealing with The Bank on the basis of such tariffs as amended from time to time. The Bank retains the sole right – without the objection of The Client - to deduct the commissions and/or fees from The Client’s account(s).
- 5.2 The Client authorizes The Bank to deduct the fees of the service from The Client’s account(s) and the client agrees to pay any fee for the execution of the service or any part thereof.
- 5.3 The Bank will notify the client in writing with details of any new fees or any amendments on the current fees through any of the notification means adopted in The Bank. Also these amendments will be available on The Bank’s website and will be posted in The Bank’s official tariffs bulletin, and The Client accepts hereby the enforceability of these amendments once posted as mentioned earlier.

## **6. The Availability Of The Service**

- 6.1 The Client represents that he/she has taken full notice of all of the instructions, warnings and all the terms and conditions, relevant to the usage of the service, posted on The Bank’s website – as amended from time to time – The Client also represents of his/her full knowledge that this service is subject – any time – to any technical problems and that fixing such problems shall be carried out in accordance with the business continuity plan set by the bank in that regard, accordingly The Bank shall not be liable for any failure to partially or fully provide the service for any reason outside The Bank’s control including any outage of the service for maintenance or update purposes within The Bank or any party The Bank uses to provide the service provided The Client will be notified in cases of predefined maintenance works.

6.2 In case The Client has any complaint of the Internet Banking Service, The Client may call The Bank's call center or visit the nearest branch during the normal business hours and The Client will be contacted by The Bank not later than 48 hours afterwards.

## **7. Alteration / Cancellation Of The Service**

7.1 The Bank retains the right to amend the service from time to time and The Client will be notified of any substantial amendments to the service.

7.2 The Bank is entitled, to The Bank's sole discretion and for the protection of The Client's interests, to stop or limit The Client's usage of the service or any part thereto. Once such step is taken, The Bank will notify The Client within five business days of stopping or cancellation of the service.

7.3 The Bank is entitled to change or amend the terms and conditions of This Agreement and The Client will be notified prior to any substantial change or amendment to the service within one business day.

7.4 The Client is entitled to terminate This Agreement in writing or via the correspondences means available through the service and any termination notice shall not be legally effective unless received by The Bank.

7.5 The Bank is entitled to ask The Client and/or holders of the referenced joint accounts to sign on any document and/or to give any information and/or data and/or clarification The Bank deems necessary for the continuity of The Account and/or the e-service FABMISR Online. Should The Client fail to answer The Bank's request, The Bank would have the right, according to The Bank's sole discretion, to suspend the service as a first step for Ten calendar days/such period to be notified to The Client, and to cancel the service after the lapse of such suspension period without the client's fulfillment of The Bank's aforementioned request.

## **8. Terms And Clauses Of The Agreement**

8.1 The Client represents that the above mentioned provided data is accurate and correct and that all the instructions / banking transactions given / concluded via this service are all genuine and valid. The Client has no right to claim that the records made on The Client's account contradict the client's instructions.

8.2 The Client accepts receipt of all the information, notifications, codes and anything relevant to the client's usage of this service on the numbers and addresses indicated in the application, and The Client undertakes to notify The Bank in writing immediately upon any change to the given phone numbers and/or email addresses, since The Bank may not be held liable for the direct / indirect damage incurring from not being so notified of any such change and/or if such notice is incomplete and/or inaccurate.

- 8.3 The Client expressly represents hereby that all The Bank's records have a conclusive evidence for all the instructions / the banking transactions given or concluded through the service.
- 8.4 The Client authorizes The Bank by signing this agreement in executing all given instructions/ requested transactions submitted by The Client to The Bank through the service.
- 8.5 All transactions concluded via the service within The Bank's business hours and reflected on the account will appear on The Client's statement in the same day; however all concluded transactions via the service after The Bank's business hours or within holidays will appear in the client's statement on the following business day.
- 8.6 For the purpose of the implementation of this Agreement and the provision of the services requested hereunder and any ancillary services, the client absolves The Bank from the obligation of maintaining the banking confidentiality imposed according to the law of the Central Bank of Egypt.
- 8.7 The Bank may not be held liable for any unauthorized usage from third parties not allowed from The Bank to deal with the clients.
- 8.8 The Client is responsible to notify The Bank once he becomes aware with any unauthorized deduction or any other transactions not from his side, and The Bank is not responsible for any invalid transactions except from the date of receiving a correct notification from The Client to the competent official representative in The Bank or through calling 16555 "the customer service center which is available 24/7", and The Client shall bear any transactions that took place without his consent / approval as a result of negligence or a mistake on his part or for a reason beyond the control of The Bank.
- 8.9 The Client represents that all the statements and correspondences sent to The Client from The Bank are valid and approved from The Client's side unless The Bank receives an objection thereon within 30 days from the date they were sent to The Client at The Client's address of correspondences stated in this Agreement. If the referenced period elapsed without receiving any written objection accompanied with the relevant documentation from The Client, The Client would have no right to later challenge the validity and genuineness of the statements and/or correspondence and this shall be deemed a representation from The Client of the validity and genuineness of The Client's statements and balances.
- 8.10 Channels of communication: The customer agrees that communication should be made by The Bank through one of the following channels: A. SMS.  
B. E-mail.  
C. Regular mail.  
D. Registered mail.

- E. The Bank's website.
- F. Announcements and promotional alerts printed on account statements.

## 9. Complaints

The Client may submit complaints to the call center by calling the call center service or submitting a written complaint to any of the branches that he chooses from The Bank's branches network (the client will receive Ref. Number for his complaint) ; In the event that The Bank does not respond to the complaint within a maximum of fifteen working days from the date of The Bank's receipt of the complaint - with the exception of transactions with external parties where it takes a longer period to be examined, and The Client is informed in a timely manner of the expected period to respond to the complaint, then The Client has the right to return to the Central Bank of Egypt. In the event that The Client notifies the bank that the response to the complaint was not accepted from his side within a maximum period of 15 business days from the date The Bank notifies him/her with the response to the complaint, The Bank shall reconsider the response and reexamine the complaint and The Bank final response within the next 15 working days, and in case of The Client does not accepts The Bank's response to the complaint, The Client has the right to escalate the complaint to the Central Bank of Egypt.

## 10. The Governing Law And Specialized Courts

This Agreement shall be governed, implemented and construed in accordance with the Egyptian law and the applicable regulations issued from the Central Bank of Egypt and the competent Economic Court shall be the competent court in settling any dispute that may arise hereunder.

## 11. Enforceability Of The Agreement

This Agreement shall be enforceable on the date it is signed and for a period of one year to be automatically renewed for similar periods, unless notified by either party in writing of their desire not to renew the Agreement within a period of at least thirty days prior the lapse of the Agreement.

The Bank retains the right, to The Bank's sole discretion, to solely terminate This Agreement which ensues from The Bank's sole right to terminate The Client's account as stated in the account opening application and/or FABMISR General Terms and Conditions for Accounts (Version 1.0 - May 2022)

Electronic Banking Services is available 24\7. However, from time to time, we may conduct necessary enhancements and upgrades to the channel in such instances, you will be notified within a reasonable notice period of the system downtime and will be offered

alternative solutions should you wish to access for any particular reason within these particular periods by almost four hours.

- A. Customers should not to choose passwords including information such as the date of birth, the telephone number, or a part of the customer's name, which is easy to identify.
- B. Customers should be informed not to disclose any personal information (e.g. identity card, passport, addresses or bank account numbers) to any person of unverified identity or any suspicious website. The customers should be informed not to disclose the passwords to any person including the bank employees or agents.
- C. Customers should be reminded of not to log into the internet banking services through public or common computers (e.g. cyber cafe or public libraries).
- D. Customers should be advised to follow the precautions of, becoming victims of confusion or deception by messages or websites as set forth in Central Bank of Egypt Internet Banking Regulations Clause 4.3.
- E. Customers should be advised to make sure that their devices are safely prepared and provided with the anti-virus and anti-malware programs and tools, as a minimum to meet the requirements specified by the bank, e.g. installing the firewall programs updating the anti-virus programs on a periodical basis.