

Terms and Conditions for Abu Dhabi Islamic Bank SmartSign Services

These terms and conditions ("Terms") govern the use of the SmartSign Services ("Service") provided by Abu Dhabi Islamic Bank PJSC ("ADIB" "we" , "us" or "our") to its customer ("Customer" , "you" or "your") through its SmartSign Platform. By signing the Application Form, the Customer and the Authorized Person is deemed to have agreed, accepted and will be bound by these Terms.

1. Definitions and Interpretation

1.1. In these Terms, except where the contrary intention is expressed, words and expressions have the following meanings:

Acceptance The act of reviewing, approving, and indicating acceptance of an Eligible Mandate electronically through the Service.

Authorization Document A Customer's internal authorization document, which approves the use of Service in strict accordance with its constitutional documents and relevant laws and authorizes one or more Authorized Person(s) to sign on the Application Form and to accept Eligible Mandates through the SmartSign Platform on behalf of the Customer.

Application Form ADIB's "Application Form for ADIB SmartSign Service" for the provision of the Service.

Authorized Person A person authorized through an Authorization Document to sign the Application Form and accept Eligible Mandates on behalf of the Customer using the Service.

Cash Management Services Terms and Conditions means: the terms and conditions applicable to the cash management products and services provided by ADIB, the current version of which are <https://www.adib.com/en/siteassets/adib-direct-tcs.pdf>

Business Day: means a day (other than a Saturday, a Sunday or public holidays) on which banks are open for general business in the United Arab Emirates.

Eligible Mandate: The document, instruction or transaction that requires approval and acceptance by the Customer relating to the relevant banking services and products as made available through Smart Sign Platform by ADIB.

SmartSign Platform: The electronic platform used by ADIB to provide the Service.

1.2. Unless the context requires otherwise, the following rules apply:

1.2.1 Reference to any person shall include any corporation, firm, partnership, society, association, statutory body and agency, whether local or foreign.

1.2.2 The clauses and other headings herein are for ease of reference only and shall not affect the interpretation of any provision hereof.

1.2.2 Reference to a statutory provision includes reference to any modification, consolidation or re-enactment of it for the time being in force, and all statutory instruments or orders made pursuant to it.

1.2.4 Words importing the singular meaning shall, where the context so requires, include the plural and vice-versa.

1.2.5 Words importing any gender shall include all genders.

1.2.6 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

2. Service Description

2.1. The Service enables a Customer and the Authorized Person(s) to provide the Customer's Acceptance on certain transactions relating to ADIB's banking products and services to the Eligible Mandate using the SmartSign Platform.

2.2. Except for reasons beyond ADIB's control or other reason attributable to third parties, ADIB will use reasonable efforts so that the SmartSign Platform and the Service will perform in substantial conformity to their description. To the extent permitted by law and Islamic Shari'a, this is the only performance warranty made by ADIB in respect the SmartSign Platform and the Service.

3. Login and Authorization

- 3.1. The Authorized Person(s) may log onto the SmartSign Platform and use the Service after completing identity verification successfully via the application process governed by the Application Form.
- 3.2. If the Customer intends to change the Authorized Person(s) or revoke the authorization to any Authorized Person(s), it shall immediately submit an updated Authorization Document for ADIB to complete the relevant setup on the SmartSign Platform.

4. Service Use

- 4.1. The Customer represents and warrants that:
- 4.1.1 where the Customer is not a natural person:
- (a) that they are a legal entity duly incorporated and validly existing to carry out business activities within their jurisdiction of incorporation;
 - (b) that they have obtained legitimate, valid, and effective authorization to use the Service in accordance with their internal constitutional documents and relevant law; and
 - (c) the Customer will take effective internal control measures to ensure that the Eligible Mandates and Acceptance given to ADIB on the SmartSign Platform comply with the requirements in the Customer's Authorization Documents at any time.
- 4.1.2 The personal information of the Customer and the Authorized Person provided are true, complete, and accurate.
- 4.2. The Customer agrees that the Service is only applicable to the Eligible Mandates.
- 4.3. All operations on the SmartSign Platform by the Authorized Person(s) who has completed the identity authentication and verification process of SmartSign Platform shall be deemed to be carried out by the Authorized Person himself/herself and represent his/her true will.
- 4.4. The Acceptance of an Eligible Mandate by the Authorized Person(s) on the SmartSign Platform shall be regarded as authentic and legally binding on the Customer. ADIB shall be under no obligation to check the authenticity of the Acceptance of an Eligible Mandate by the Authorized Person(s) using the Service. Notwithstanding anything to these Terms and without liability on the part of ADIB, ADIB reserves the right not to act, or to delay acting, upon the Acceptance of an Eligible Mandate, and ADIB will inform the Customer as soon as is reasonably possible. ADIB further reserves the right that, for any Eligible Mandate, to require that the Service not be used (either at all or in only in part) and that the Customer completes and signs documentation in hard copy or that the Customer uses a particular electronic signature solution of a third-party trust service provider licensed in accordance with applicable laws.
- 4.5. It is the Customer's responsibility to ensure at all times the accuracy and completeness of, and proper and lawful authorization of, the Acceptance of an Eligible Mandate by the Authorized Person(s) on the SmartSign Platform and that the same have been transmitted correctly. ADIB shall be entitled to debit the Customer's accounts with actual costs or expenses which ADIB may have paid or actually incurred in accordance with an Acceptance of an Eligible Mandate, that is without obligations on the part of ADIB to make payments of any amounts required to implement the Acceptance of an Eligible Mandate, which will be the responsibility of the Customer at all times.

5. Security Measures

- 5.1. The Customer and the Authorized Person(s) are responsible to obtain and maintain necessary devices and software by themselves to use the Service and will take all necessary security measures on their own to prevent unauthorized persons from accessing or using the Service in respect of which ADIB bears no responsibility. The Customer and the Authorized Person(s) should ensure that the devices are not tampered with.
- 5.2. The Customer shall promptly notify ADIB of any loss, theft, unauthorized access, or any other circumstance that may lead to unauthorized use of the Service.

6. Limitation of Liability

6.1. To the extent permitted by law and Islamic Shari'a, under no circumstances will ADIB be liable for:

- 6.1.1 any loss, damages, compensation, costs or expenses in connection with or arising from the use of the Service by the Customer and the Authorized Person(s), except for the fraud, default or negligence by ADIB;
- 6.1.2 any indirect loss, damages, claims, costs or expenses arising from or in connection with the use of the Service by the Customer and the Authorized Person(s), irrespective of whether ADIB is aware of the possibility of such loss or damages;
- 6.1.3 any delay, loss, destruction occurred during the transmission of any electronic data, any act or omission of any third party or force majeure;
- 6.1.4 suspension, interruption, failure or unavailability of the Service, or failure of ADIB to perform its obligations under these Terms as a result of technical failure, disruption of communication lines, computer networks, devices, or interruption of services by other service providers, force majeure or other reason beyond the control of ADIB;
- 6.1.5 reasonable reliance by ADIB on the most recent Authorization Documents and Application Form provided by the Customer to verify the Authorized Person(s) who use the Service.

6.2. The Customer shall indemnify and hold harmless ADIB, its affiliates and its service providers against all actual liabilities, losses, damages, claims, legal fees or expenses of whatever nature (excluding cost of fund, opportunity loss and any amounts in the nature of interest) that may be suffered by any of them as a result of the provision of the Service by ADIB to the Customer, any breach or failure by the Customer to comply with any of these Terms or reasonable reliance by ADIB on any Acceptance of an Eligible Mandate by the Authorized Person(s) using the Service.

7. Suspension and Termination

- 7.1. ADIB may determine the content, scope, objects and methods in connection with the Service from time to time, and change, suspend, restrict, terminate or cancel the Service at any time. ADIB will give notice to the Customer if practicable. The Customer agrees that ADIB is not subject to any obligations or liabilities due to the suspension or termination of the Service.
- 7.2. The Customer can terminate the Service by giving no less than 20 Business Days' prior notice to ADIB.
- 7.3. The termination of the Service by either party shall not affect the rights and obligations of the parties which have arisen prior to the termination, and the clauses 4, 6, 7, and 10 of these Terms shall survive the termination.
- 7.4. In case of suspension or unavailability of the Service, the Customer and the Authorized Person(s) shall continue to be bound by these Terms provided that the Customer and the Authorized Person(s) still have outstanding obligations and liabilities hereunder.

8. Fees

ADIB reserves the right to charge and change the fee rate for the Service. ADIB will notify the Customer before the fee rate goes into effect. If the Customer continues to use the Service after the expiry of the notice period, the Customer shall be deemed to have accepted such fee rate.

9. Data Protection

9.1. ADIB acts as a data controller in the provision of the Service. ADIB will process personal data provided to it by the Customer in relation to its provision of the Service in accordance with data protection standards required by applicable law. ADIB will implement appropriate technical and organisational security measures to protect against unauthorised or unlawful processing of that personal data and against accidental loss of, or damage to that personal data. Further information in relation to how ADIB processes your personal data is set out in ADIB's privacy policy https://www.adib.com/en/pages/privacy_policy.aspx

9.2. To the extent that you provide ADIB with personal data relating to any individual(s) within your organisation for such purposes, you warrant that you have obtained effective written consent from such individual(s) in respect of ADIB's use of such personal data, and you undertake to provide ADIB with a copy of such consent upon our request.

10. Intellectual Property

Title to and all rights in the SmartSign Platform belong to ADIB or its licensors and, except for the specific rights of access and use granted by ADIB under these Terms, the Customer will acquire no rights whatsoever in relation to the SmartSign Platform. The Customer undertakes not to alter, reverse engineer, copy or publish the Smart Sign Platform.

11. Amendments

ADIB may amend these Terms from time to time. The amendment shall become effective after 20 Business Days' notice by ADIB to the Customer. ADIB may notify the Customer by displaying/pushing the notice on its official website or SmartSign Platform and sending the amended Terms to registered email address of the Customer. The amended Terms shall be binding on the Customer if it continues to use the Service after expiration of the notice period.

12. Order of Precedence

These Terms shall be read in conjunction with and in addition to the Cash Management Services Terms and Conditions. In the event of any ambiguity, inconsistency or conflict of obligations between the various parts of these Terms and the Cash Management Services Terms and Conditions, these Terms will have precedence in respect of the provision of the Service using the SmartSign Platform, unless context otherwise requires.

13. Severability

If any provision of these Terms is held and finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of these Terms will not be affected and remain in full force and effect.

14. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the Federal laws of the United Arab Emirates and the laws of the Emirate of Abu Dhabi as may be applicable to the extent that such laws do not contradict with the rules and principles of the Islamic Shari'a as set out in the Shari'a Standards as issued by the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI), as interpreted by the Higher Shari'a Authority of the Central Bank of the United Arab Emirates and the Internal Shari'a Supervisory Committee of ADIB, and the Customer hereby irrevocably submits to the exclusive jurisdiction of the courts of Abu Dhabi to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms. Submission to the jurisdiction of the courts of Abu Dhabi shall not limit the right of ADIB to bring proceedings against the Customer in any other court of relevant jurisdiction.

These Terms and Conditions shall be governed by and construed as to matters not specifically provided for herein in accordance with the Federal laws of the UAE as applied by Abu Dhabi courts to the extent such laws do not contradict with the rules and principles of the Islamic Shari'a as set out in the Shari'a Standards of the Accounting and Auditing Organization of the Islamic Financial Institutions as interpreted by the Internal Shari'a Supervisory Committee of ADIB. Abu Dhabi courts shall have exclusive jurisdiction over any matter or dispute arising out of or in connection with these Terms and Conditions.