

Annexure 1

Fees Table

Category	Type	Fees
Fees and limits	Annual Fee	NA
	Supplementary / Add on Card Fee	FREE
	Card Replacement Fee	NA
	Maximum Card Load	SAR 5,000,000
	ATM Cash Withdrawal Fee	FREE
	ATM Cash Withdrawal Limit	SAR 5,000 per day
	Foreign Currency Charge (Applicable for transactions on point of sale and ATMs)	2.99%
Value Added Tax (VAT)	All fees and commissions payable to this (agreement/application/letter/document/invoice) are exclusive of VAT. Any chargeable VAT in respect of the aforementioned fee or commission shall be payable by the client together with and in addition to any sum agreed to be paid here under.	
Foreign currency conversion (US Dollar Example)	Transaction Amount: \$ 1,000 Exchange Rate: 3.754 (based on MasterCard daily exchange rate) Foreign currency charge: $3.754 + (3.754 * 2.99\%) = \text{SAR } 3.8661$ Total converted amount reflected in the statement: $3.86624 * 1,000 = \text{SAR } 3,866.24$	

Terms & Conditions

Terms & Conditions

Introduction

These Terms and Conditions are divided into multiple sections. Please read these Terms and Conditions carefully before accepting. You agree and understand that by clicking and accepting the Terms and Conditions you confirm to have read, understood, acknowledged and accepted these Terms and Conditions to access and use the services. These Terms and Conditions govern the access and use of the App, Account, and in general all the services. Other terms and conditions may be applicable to certain specific products, services, offers or contests made available on the App directly or through third party sites. If there is any conflict or inconsistency between these Terms and Conditions and other specific terms and conditions, then those specific terms will prevail to the extent of such offers, products and services.

Section 1: Definitions and Interpretations

Section 2: General Terms and Conditions applicable for the Light Current Account (FAB Account)

Section 3: General Terms and Conditions applicable for App and other channels

Section 4: General Terms and Conditions applicable for the LCA card

1. Definitions and Interpretations

1.1. Definitions

The following words and phrases have the meaning set out below unless the context indicates otherwise:

- 1.1.1. Account: means and includes Light Current Account as may be created from time to time or as the case may be.
- 1.1.2. Affiliate: means in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.
- 1.1.3. Agent: means person(s), either physical or autonomous robot, appointed by the Bank to provide all or any part of the Banking Service.
- 1.1.4. Application Form: the Application Form for LCA Cards as attached to these Terms & Conditions.
- 1.1.5. Bill Payment: means a service provided through the FAB App for making payment from your Account to Billing Organizations.
- 1.1.6. Billing Organizations: means any Third Party billing organization/s registered with FAB / our partner organizations to which payments can be made using your Account.
- 1.1.7. Branch: means FAB branch or branches in the KSA.
- 1.1.8. Business Day: means any official working day on which the Bank is open for business in the Kingdom of Saudi Arabia.
- 1.1.9. Card Account (MasterCard/Visa): An account opened separately from other account/s of the Cardholder with the Bank, in which details of the transactions carried out on the card are recorded including other card charges.
- 1.1.10. Card Limit: The amount of funds available in the Light Current Account.
- 1.1.11. Cellular Service Provider hereafter referred to as "CSP": refers to the GSM/GPRS/EDGE/WI-FI Service provider (for operation of Mobile Phones/Devices etc.).
- 1.1.12. Content: means and includes any information, images, links, sounds, graphics, video, software or other materials, including quotes, news and research data, made available through the FAB App.
- 1.1.13. Customer's Instruction: means the instructions given by the Customer to the Bank from time to time regarding operation of the Account either via the FAB App, registered email address, Call or in person, etc.
- 1.1.14. Cut-off time: means the deadline established by the Bank from time to time by which a particular type of transaction such as bill payments, fund transfers, etc. can be initiated or completed.

- 1.1.15. Electronic Alert: means and includes in-App notification and/or SMS/email notification sent to you on your registered mobile number/FAB App/your registered email address.
- 1.1.16. Electronic Instructions: means any communication, instruction, order, message, data, information or other materials received by us through the FAB App.
- 1.1.17. Electronic Statement/e-Statement: means a consolidated statement of accounts as per Bank's record for each Account available on the FAB App.
- 1.1.18. FAB Account: means a bank account opened or to be opened using the FAB App.
- 1.1.19. FAB App: means an application for a Mobile Device that can be downloaded by you from a designated location or application store.
- 1.1.20. FAB Card: means a physical LCA card which includes any replacement or renewed card issued by us to you at your request or otherwise.
- 1.1.21. FAB Channels: means and includes any platform used or which may be used for accessing FAB Services.
- 1.1.22. FAB Services: means all banking services and other value added services as may be made available from time to time carried out or availed by you through the FAB App.
- 1.1.23. FAB: means First Abu Dhabi Bank
- 1.1.24. Home Currency: means the official legal currency accepted by the Country (e.g. INR for India, PKR for Pakistan .etc.)
- 1.1.25. KSA: Kingdom of Saudi Arabia
- 1.1.26. Mobile Phone/Device: means the handset with requisite accessories, equipment attachments and other software which maybe owned/possessed by you and/ CSP.
- 1.1.27. MOI DIWAN: KSA ID Authority
- 1.1.28. Notification: means an electronic alert sent to you on your registered mobile number/FAB App/your registered email address.
- 1.1.29. Password: means the unique sequence of alphabets and/or characters used to log in to the FAB App.
- 1.1.30. Personal Information: refers to the personal information provided by you to FAB.
- 1.1.31. PIN: means the related personal identification number issued to the Cardholder. It shall be selected from FAB ATMs and through the app.
- 1.1.32. Point of Sale Transaction(s): means any payment initiated at a cash register or other payment interface that utilizes either the chip or magnetic stripe of a physical LCA Card.
- 1.1.33. LCA Cardholder: means 'Primary Cardholder' or 'Supplementary Cardholder'.
- 1.1.33.1. Primary Cardholder: means a person in whose name the card is issued and the card account is maintained. The account holder places his/her funds with the bank on "Qard" basis, and hence the bank provides guarantee of the deposited amount in the current account.
- 1.1.33.2. Supplementary Cardholder: means a person who has been issued a Supplementary Card as per Primary Cardholder's request, and whose card transactions are chargeable to the card account of the Primary Cardholder.
- 1.1.34. Providers: means and indicates any person or entity with whom FAB has a partnership for rendering FAB Services either directly through the FAB App or through third party sites or applications.
- 1.1.35. SAMA: Saudi Arabian Monetary Authority
- 1.1.36. Security Codes: means and includes Password, personal or log-on identification numbers, One-Time-Passwords (OTP) and other codes and access procedures including in-App notifications or short messaging service (SMS) for use in connection with access to and use of FAB Services extended by us from time to time.
- 1.1.37. SIMAH: Saudi Credit Bureau
- 1.1.38. SWIFT: Society of Worldwide Interbank Financial Telecommunications, a computer network that provides interbank communication facilities worldwide.

- 1.1.39. Taxes: means taxes including any goods and/or services tax, value added tax, excise tax or other tax or duty that may replace such tax and/or duty or be levied in addition to any existing tax and/or duty, by whatever name called.
- 1.1.40. Third Party Provider/Third Party: means and indicates any person or entity with whom FAB has a partnership for rendering FAB Services either directly through the FAB App or through third party sites or applications.
- 1.1.41. Transaction: means any transaction or operation made or performed, processed or effected through FAB Services by you or any person purporting to be you, or any person purportedly acting on your behalf, with or without your consent, including: Any payment or fund transfer from the Account; and
- 1.1.41.1. Any administrative function including without limitation the request for issuance of new Security Codes; and
- 1.1.41.2. Any other banking transaction that may be made available through FAB from time to time (including making bill payments); and
- 1.1.41.3. Any banking transaction carried out through any FAB branch.
- 1.1.42. Transaction History: indicates details of all the Transactions entered into or performed using the FAB App and includes Transactions carried out in any FAB branch.
- 1.1.43. Unverified FAB Account: Customer who has created a FAB Account but has not received their FAB LCA Card
- 1.1.44. User ID: means an identification through which you can access the FAB App and the products and services offered by FAB.
- 1.1.45. Value Date: means the date on which the funds pertaining to a Financial Transaction are made available to the beneficiary.
- 1.1.46. Verified FAB Account: Customer who has created a FAB Account and who has received the FAB LCA card.
- 1.1.47. Website: refers to the FAB Website which is at www.bankfab.com

1.2. Interpretations

In these Terms and Conditions, unless the contrary intention appears:

- 1.2.1. "You" and "your" or "Customer" mean the customer. "We", "our" and "us" refers to FAB and its successors and assigns or to any "Affiliate" if any services are being provided by an Affiliate under these Terms and Conditions. Any reference to:
- 1.2.1.1. An "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly.
- 1.2.1.2. An "authorization" or "approval" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration.
- 1.2.2. "Law" includes any constitution, statute, law, rule, regulation, notification, ordinance, judgment, order, decree, authorization, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of registration or thereafter and each as amended from time to time.
- 1.2.3. A user (individually a "User" and collectively, "Users"). Singular includes the plural (and vice versa). Headings in these Terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms. Reference to the words "include" or "including" will be construed without limitation. Reference to a gender will include references to the female, male and neuter genders.

2. General Terms and Conditions applicable for the Light Current Account (FAB Account)

2.1. Eligibility for FAB Account Opening

- 2.1.1. You are over 18 years of age with capacity to contract in accordance with the applicable laws in KSA.

2.1.2. You have a valid KSA ID Card issued by the MOI DIWAN.

2.2. Features of the FAB Account

Following are the features of a FAB Account. At the sole and absolute discretion of FAB, these features may be changed any time with a prior notice that should not be less than 7 days to the Customer. For the latest features, you will have to check the FAB App.

- 2.2.1. Single Operation: An individual who fulfils the eligibility criteria mentioned above can open and operate FAB Account on his/her own. Joint account or joint mandate for operation of FAB Account is not permitted.
- 2.2.2. One Account per Customer: Only one FAB Account can be created for a single valid KSA ID card.
- 2.2.3. Cheque Book: No Cheque Book will be provided.
- 2.2.4. e-Statements: E- statements can only be accessed using the FAB App.
- 2.2.5. Technology Dependency: FAB Account for selected content is handset/operating system dependent. This service is currently available on iPhone with iOS 9 and above and Android Phones with Android version 5.0 and above. There will be no obligation on FAB to support all the versions of the Mobile Phone software.
- 2.2.6. Cash Withdrawal: A verified customer can withdraw up to a maximum of SAR 10,000 per day via any ATM, using the activated FAB Card.
- 2.2.7. Transactions: Only Electronic Instructions will be provided. No outgoing cross border foreign exchange transactions are permitted through the FAB App.
- 2.2.8. Top-Ups: Top up is possible using any KSA bank transfer. An account can maximum be topped-up SAR 5,000,000. The Customer will be required to provide the necessary security verifications before the Transaction is submitted.

2.3. FAB Account Opening

FAB Account may be opened by an individual on the FAB App, or through a Direct Sales Agent, or in the Branch. The applicant should have a valid KSA ID card issued by MOI DIWAN and he/she should be of minimum 18 years of age.

2.4. Withdrawal

- 2.4.1. Withdrawal: Withdrawals from FAB Account can be made to the extent of clear balances. FAB Account will not be overdrawn. No withdrawals by way of FAB Card, Electronic Instructions or any other manner will be issued in anticipation of realization of any other instrument or against unclear effects, FAB is not obliged to honor such debit instructions.
- 2.4.2. Minimum Balance: You may be required to maintain minimum balance as may be decided by FAB from time to time. FAB reserves the right to close your account in case of irregular/improper conduct or suspected irregular/improper conduct of the Account, including non-maintenance of stipulated minimum balances, etc.
- 2.4.3. Transaction Limits: The following transaction limits will apply to transactions on a Verified FAB Account and is subject to change from time to time at the sole and absolute discretion of FAB

2.5. Fees and Charges for Transactions

- 2.5.1. Transactions through FAB App: All transactions which are permitted and are carried out through the FAB App may incur applicable charges unless otherwise set out in these Terms and Conditions or the applicable law or regulations.
- 2.5.2. Transactions at the Branch: All transactions which are permitted and are carried out at the Branch may incur applicable charges unless otherwise set out in these Terms and Conditions or the law or applicable regulations.
- 2.5.3. FAB Card issuance charges: FAB reserves the right at any time to charge you for the issuance or reissuance of a physical LCA Card.

2.6. Right to Withhold Payments

Any sum that may be payable by us to you will be subject to all applicable laws, including any withholding tax requirement, foreign exchange restriction or control. You agree and acknowledge that pursuant to the foregoing, we may perform, or cause to be performed withholding of any monies payable to you, deposit any such monies into a sundry or other account and/or retain such monies pending determination of the applicability of such withholding tax requirement, foreign exchange restriction or control. FAB will not be liable for any losses that may be incurred by reason of such withholding, retention or deposit.

2.7. Deposits

All deposits and credits to FAB Account will be subject to verification/realization by FAB.

2.8. Statements of Account & In-App Alert

A monthly Electronic Statement will be available on the FAB App as per FAB's record. The Electronic Statement will be available for download on a frequency as determined by FAB. Unless disputed by you within 30 (thirty) days of the Electronic Statement being made available for download, the same will be deemed to be correct. FAB will be free from all claims in respect of and any and every Transaction shown in the Transaction history of the Electronic Statement. FAB reserves the right to rectify discrepancies, if any, at any point in time. If you delay in examining the Electronic Statement or in reporting a discrepancy or problem, it may affect our ability to rectify the discrepancy or resolve the problem, and you will be liable for the losses that may occur. You further confirm/declare that any lapse, omission, or negligence on your part to notify us about any such doubtful debit/withdrawal in time, will not render us liable for any consequences resulting therefrom. You authorize us to engage and utilize the services of Third Parties/Vendors for generation of Electronic Statements and/or other documents/material. In addition, we reserve the right, without prior notice to you, to add and/or alter the entries in the Electronic Statement and transaction advices, deposit advices and records. Without prejudice to the foregoing, at our discretion, we may, upon your request, allow you to receive an Electronic Alert in respect of Content provided by us from time to time. An Electronic Alert may be delivered by email, through Mobile Devices and/or other electronic means subject to the relevant terms and charges of your or any Third Party's network, telecommunication or Mobile Phone service provider(s). You agree and acknowledge that an Electronic Alert may be delayed or prevented by factors affecting the service providers and other relevant entities and we do not guarantee the delivery, time lines or accuracy of the Electronic Alert or Content. You also acknowledge that Electronic Alert may be subject to certain time lags and/or delays. We reserve the right to vary the features of any Electronic Alert and to suspend or terminate an Electronic Alert service at any time. We will not be liable to you or anyone else for losses, damages or expenses arising from (a) non-delivery, delayed delivery or wrong delivery of an Electronic Alert; (b) inaccurate or inadequate content; or (c) use or reliance by you or any third party on the contents of an Electronic Alert for any purpose, including investment and business purposes. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, accuracy, adequacy, currency or reliability is given in respect of the Content. We further do not warrant the security of any information transmitted to you through Electronic Alert. You acknowledge and accept the risk of the Electronic Alert being accessed by unauthorized third parties. The data or information relating to Accounts provided by us (statements of account etc.) via FAB Services may not be conclusive as to the latest current balance as certain transactions may have been made without the relevant entry being made in time when the data or information was provided. The data or information provided is therefore not binding except where expressly stated. Further, the information provided to you through FAB is not updated continuously but at regular intervals. Consequently, any information supplied through FAB will pertain to the last downloaded Electronic Statement. Monthly statements of account for up to a year will be available through the FAB App; however, this duration is subject to discretion of FAB. At our discretion, we may, upon your request, allow you to receive specific and timely prompts (collectively, the "Alerts") in respect of certain Content provided by us from time to time. Each Alert may be notified by email, pop-up screen in your browser and/or Mobile Devices subject to the relevant terms and charges of your network or Mobile Phone service provider(s). You

agree and acknowledge that an Alert may be delayed or prevented by factors affecting the service providers and other relevant entities and we do not guarantee the delivery, timeliness or accuracy of the Alert. You also acknowledge that the information in respect of any Alert may be subject to certain time lags and/or delays. We reserve the right to vary the features of any Alert and/or to terminate any request for any Alert at any time. We will not be liable to you or anyone else for losses, damages or expenses arising from a. non-delivery, delayed delivery or wrong delivery of an Alert;

- b. Inaccurate or incomplete content of an Alert;
- c. Use or reliance by you on the contents of an Alert for any purpose, including investment and business purposes.

2.9. Rights and obligations of FAB

FAB will execute a payment instructions/instruction issued and duly authenticated by you, unless:

- a. The funds available in your FAB Account are not adequate or properly applicable to comply with the payment instructions/instruction and you have not made any other arrangement to meet the payment obligation.
- b. The payment instruction is incomplete or it is not issued in the agreed form.
- c. The payment instruction is attached with notice of any special circumstances.
- d. FAB has reason to believe that the payment instruction is issued to carry out an unlawful transaction.
- e. The payment instruction cannot be executed on account of a court order/instructions from police or regulator etc.

In addition,

- a. No payment instructions issued by you will be binding on FAB until FAB has accepted it. FAB will inform you through such modes as may be available as soon as practicable the reasons for non-acceptance of the payment instructions.
- b. FAB will, upon execution of every payment instructions executed by it, be entitled to debit your FAB Account, the amount of the funds transferred together with charges payable thereon. In case of an excess payment due to FAB by you on account of this activity, FAB reserves the right to adjust the amount against future balance in your FAB Account.
- c. If the funds transfer is not complete before the end of the timing specified by you, FAB will notify you through such modes as may be available.
- d. A duly authenticated record of the transaction after completion of the funds transfer will be recorded in the Electronic Statement given to you.
- e. FAB can immediately close the FAB Account before activation and will not be obligated to provide reason for closure of such accounts if found that the information provided by the Customer was incorrect or not meeting FAB KYC policies.
- f. Change in Mobile Number: The Customer has to advise us of any change in your mobile number. The new number will be registered after necessary verification in accordance with FAB's process and policies.
- g. Loss of Mobile: In case of loss of mobile, the Customer can download the FAB App on the new handset and access FAB Account.

2.10. Inconsistent terms

If there is any inconsistency between the terms herein and any other terms governing the relevant product and/or service, the terms herein will prevail insofar as they relate to our compliance with tax, reporting and/or withholding requirements.

2.11. Account Closure

FAB may at its absolute discretion in accordance with applicable laws and regulations be entitled to close any FAB Account(s) with or without giving 30 days' notice to this effect to you. FAB will not be liable for any consequences arising out of such closure of any FAB Account including but not limited to return of instruments unpaid after the expiry of any such notice period. You may close the FAB Account at any time

with notice to FAB. However, FAB will be entitled to refuse the closing of your Account till such time all charges, commission, expenses, dues etc. payable by you to FAB have been paid in full. Notwithstanding the above, the FAB Account may be closed at your request and in case any payment mandate issued by you is presented to us after the closure, you will alone be responsible if the payment mandate is returned or dishonored on account of such closure. You will indemnify and keep us indemnified against any loss or damage that we may suffer on account of closure of your FAB Account such as for charges caused due to return of payment instruments. Without prejudice to FAB's right to claim from any of your funds/assets/account(s) in FAB's possession or care, you hereby unconditionally, irrevocably and without demur agree and undertake to immediately pay FAB, in such manner as specified, upon FAB's written demand and without cavil or argument any sum or sums so claimed. FAB reserves the right to close your account in case of irregular/improper conduct of the Account including but not limited to non-maintenance of stipulated minimum balances, etc.

2.12. Charges and Fees

Please refer to the "Rates and Fees" page on the Website. The same may be revised from time to time and will be made available on the Website. We reserve the right to and may at our sole discretion, charge and revise fees (for example, subscription fees, per transaction fees etc.) in relation to the use of FAB Services and for the provision of or any replacement of Security Codes for whatever reasons from time to time. We will, in most cases, give reasonable notice of such days, as may be prescribed by SAMA from time to time, to you, for any change in the rates, fees and charges before they become effective provided that such variation is within our control. The obligation to give you advance notice does not apply if variations are required in an emergency or where it is not practicable to give such advance notice. Provided that any changes made in the Charges and Fees whereby your liability has increased such an increase will be applicable only after notice. You authorize us to debit your FAB Account(s) for all fees for the provision and/or use (authorized or unauthorized) of FAB Services and any other liabilities to, and loss, damage or expense suffered by us as a result of our provision and/or your use (authorized or unauthorized) of FAB Services (including any of your liability to us). FAB is deemed to have sent notifications and SMS notifications ("Electronic Alert/Notification") to you, even if you are unable to or do not receive the Notification for whatever reason. If any payment has been made by us because of your use or purported use of FAB Services:

- a. and the Account was consequently debited, but the debit was reversed in error or the Account was not debited at all; or
- b. consequent to submission of any payment instruction on the Account but before honor of such payment, Then we will be entitled to correct the Account by (i) debiting the Account with the amount paid by us; or (ii) by dishonoring or returning payment instructions and reversing the payment instruction, if there are insufficient funds available in the Account, as the case may be. Where an Electronic Instruction, or the debiting or crediting of any Account in connection with an Electronic Instruction, requires the conversion of one currency into another, we are authorized to effect such conversions at the prevailing rate determined by us and/or Providers. If Taxes are charged on any payment, including, but not limited to, an amount charged in respect of any applicable Value Added Tax or any other similar sales tax (VAT), you will pay such Taxes in addition to all sums payable and indemnify us against any payment that we are required by law to collect and make in respect of such Taxes. We may debit the Account for such Taxes including commission, and/or any other charges, as we may prescribe from time to time, even if such debiting results in the Account becoming overdrawn. You understand that any access to FAB Services may also be subject to and governed by the relevant laws and regulations of that country from which FAB Services are accessed. You will be responsible for all fees, charges and expenses (including but not limited to charges such as download roaming for overseas usage; for any upgrades in relation to access and use of FAB App; and other charges which may be imposed by CSP in connection with the use of FAB Services.

2.13. Discontinuation

You may terminate FAB Account Services by placing a request within the FAB App or through the Call Center. Termination will not affect any rights or obligations accrued prior to the effective date of termination.

2.14. Death or Incompetence

If FAB is notified that a Customer dies or is declared incompetent to contract by a Court/competent authority, FAB may place a hold on the Account and stop all operations when any Customer dies or is declared incompetent or a restriction is placed on the Customer, although FAB may continue to levy charges on such accounts and claim such amounts as are due to it under any bankers lien or otherwise. In case of death of the Customer, FAB may retain any and all funds in the Account until it establishes the identity and credentials of the successor to its satisfaction, which may include insisting on a succession certificate/probate of a will.

2.15. Suspension of FAB Account

Please note that in the following cases, FAB at its discretion will be constrained to suspend FAB App/FAB Account:

- 2.15.1. No customer-induced debits will be permitted in FAB Account if non-operational continuously for a period of one year unless you approach FAB and complete verification requirements.
- 2.15.2. No customer induced debit and credit will be permitted in FAB Account if FAB Account has been non-operational for a period of two years and above, unless you approach any FAB branch and complete KYC verification requirements defined by FAB for a FAB Account.
- 2.15.3. If you do not regularly update (preferably every six months) your personal information and confirm the status/KYC verification.
- 2.15.4. If there is no customer induced transactions for one year the account will be termed as "Inactive" and for two years "Dormant" and for 10 years "Unclaimed". For Dormant and Unclaimed status accounts customer will have to complete KYC verification as per FAB's policy for activation of the account.

2.16. Remittances within the KSA

FAB will provide the remittance services within the KSA as a part of FAB's electronic payment services in accordance with the guidelines as stipulated by SAMA and subject to the Terms and Conditions specified herein:

2.16.1. Scope

- 2.16.1.1. This arrangement will govern every payment instructions issued by you.
- 2.16.1.2. You understand and agree that nothing in this arrangement will be construed as creating any contractual or other right against SAMA or any participant in the KSA Fund Transfer System other than FAB

2.16.2. Your Rights and obligations

- 2.16.2.1. You will be entitled, subject to other Terms and Conditions of this arrangement, to issue payment instructions for execution by us.
- 2.16.2.2. Payment orders will be issued by you in the form and manner set out, complete in all particulars. You will be responsible for the accuracy of the particulars given in the payment instructions issued by you and will be liable to compensate us for any loss arising on account of any error in the payment instructions.
- 2.16.2.3. You will be bound by any payment instruction executed by us if FAB had executed the payment instruction in good faith and in compliance with security procedures, provided that you will not be bound by any payment instruction executed by us, if it is proved that the same was not issued by you and that it was caused either by negligence or a fraudulent act of any employee of FAB.
- 2.16.2.4. You will ensure availability of funds in your FAB Account properly applicable to the payment instructions before the execution of the payment instructions by FAB However, if we execute the payment instructions without properly applicable funds being available in your FAB Account, you will be bound to pay us the amount debited to your FAB Account for which was executed by FAB pursuant to its payment instructions, together with the charges.

2.16.2.5. You hereby authorize us to debit to FAB Account any liability incurred to FAB for execution by us of any payment instructions issued by you.

2.16.2.6. You agree that the payment instructions will become irrevocable when it is executed by us.

2.16.2.7. You agree that you will not be entitled to make any claim against any party including FAB.

2.16.2.8. You agree that no special circumstances will be attached to any payment instructions executed.

3. General Terms and Conditions applicable for App and other channels

3.1. Security Codes

3.1.1. Use of the FAB App will require the use of Security Codes. Security Codes will be issued directly to you and such issuance will be subject to these Terms and Conditions as applicable to you in your personal capacity.

3.1.2. You are responsible for the confidentiality and use of your Security Codes. You must use your FAB App User name and Password to access and use the FAB App and to perform transaction(s) on the Website. You are responsible for safekeeping and maintaining the confidentiality of your Security Codes. You must not disclose to any person your Security Codes and will not authorize any person to use your Security Codes for any purpose whatsoever. You agree to take reasonable measures and all due care to protect your Password against misuse by third parties. You will, as soon as possible, reset your Password should you notice that your FAB App has been accessed or used without your knowledge, authority or consent. As a matter of abundant precaution you should change your Passwords at periodic intervals.

3.1.3. It is vital that you take steps to prevent disclosure or discovery of the Security Codes provided to you, as you are liable for financial loss incurred or Transactions carried out in connection with any unauthorized use of the Security Codes and you will not claim against FAB in respect of any such use or purported use.

3.1.4. You must notify FAB immediately if you have knowledge or have reason for suspecting that the confidentiality of the Security Codes have been compromised or if there has been any unauthorized use of the Security Codes (such as where you notice any unauthorized transactions or unauthorized access to your Accounts), or your Security Code has been disabled after a number of incorrect password attempts up to such number as may be communicated by FAB to you from time to time.

3.1.5. We will send you Alerts notifying you of transactions conducted on your Account. The nature of transactions for which Alerts are generated, the timing of Alerts and the mode of notification will be determined at our discretion. You provide your consent to us so that we can push these notifications to you at any time of the day and whether or not you have unsubscribed to receive such messages.

3.2. Security Issues, Software and Hardware

You will at your cost, procure, maintain and update/upgrade all such software, and/or device, hardware and/or equipment, as applicable, from time to time, to avail, access and use the services of FAB and be compatible with FAB's system at your own risk and expense. You undertake to ensure that computer systems or mobile phone you use to access FAB Services are free from any malware, virus, Trojan or such other computer/internet contaminants. FAB will be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and will be under no obligation to support your software, hardware, operating systems and that the same will be your sole responsibility. FAB will not be liable for any losses that may be suffered by you because of any incompatibility between the Service software and any computer, mobile phone or other device from which you may use to access the Service or non-use of the Service due to such incompatibility issues. You acknowledge and agree to the following Internet-related risks:

3.2.1. Insufficient technical knowledge and lack of safety precautions can make it easier for unauthorized third parties to access your systems or devices (for example, insufficiently protected storage of data on the hard disk, file transfers and monitor emissions), and it is your responsibility to take the necessary security precautions. You acknowledge the risks of spoofing, identity theft/masking etc.

3.2.2. Your usage patterns may be monitored by third parties.

3.2.3. Third parties could gain unnoticed access to your FAB App/Account and detect your access to FAB Services and your communications with us.

3.2.4. Viruses and other malicious code may interfere with FAB Services, the FAB Channels, the web browser or any relevant telecommunication device (including mobile phone) or computer systems.

3.3. Maintenance and preservation of records

FAB at its sole option and discretion will maintain such records of transactions carried out by you in your Accounts, as FAB may deem fit or as mandated by law and regulations. You will not be entitled to question FAB about the records that are maintained by FAB or those that are not maintained or preserved by FAB. In case of conflict between the records kept by FAB and those of yours, the records of FAB will be conclusive and binding. The period for preservation of such records will be as FAB may in its sole discretion deem fit or as dictated by any statutory enactment or regulations or FAB's internal policy. Due to inherent features of some of the FAB Channels over which the facility of FAB Services is availed by you, you may be able to take out a print of the transaction attempted to be effected by you over FAB Services. You acknowledge and agree that our records and any records of the Electronic Instructions or the Transactions, or any record of transactions relating to the operation of FAB Services and any record of any Transactions maintained by us or by any relevant person authorized by us relating to or connected with FAB Services will be binding and conclusive on you for all purposes whatsoever and will be conclusive evidence of any Electronic Instructions, information and/or data transmitted using FAB Services. You hereby agree that all such records are admissible in evidence and that you will not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or are produced by or were the output of a computer system, and you hereby waive any of your rights (if any) to so object. As a tool to correct misunderstandings, you understand, agree and authorize us to, at our discretion and without further prior notice to you, monitor and record any or all telephone conversations or electronic communications between you and us and any of our employees or agents.

3.4. Discontinuation

FAB Services may not be available to you for security and/or technical reasons and for which FAB may not give you prior notice or reason. FAB Services may be suspended or withdrawn for security and/or technical reasons without giving you any reason or notice. If at any time, you cease to have an eligible Account or fail to provide your updated details, or fail to confirm your status/KYC verification as deemed by FAB at periodic intervals we reserve the right to deny you access to FAB Services. We may withdraw the provision of FAB Services wholly or partly, if at any time the amount of deposit falls short of the required Minimum Balance, if any and/or if the service charges remain unpaid, without giving any further notice to you and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

3.5. Your Liability

You acknowledge and agree that:

3.5.1. Access to FAB Services is through your Mobile Phone and any Transaction, which originates from the same using your User ID and Password/Security Codes, whether initiated by you or not will be deemed to have originated from you.

3.5.2. You will be liable for all loss from unauthorized transactions in the FAB App if your FAB App credentials are compromised. You agree that you will not hold FAB responsible for any loss that you may suffer in these circumstances.

3.5.3. Illegal or improper use of FAB Services by you or any other person will render you liable for payment of financial charges as decided by FAB and/or will result in suspension of FAB Services provided to you.

3.5.4. You are aware that internet/email is not a secure or error-free medium of communication and of the possible risks involved in connection with the transmission of information via email/internet.

3.5.5. You are aware that universally it is understood that there is no way to verify that technologies are foolproof or tamper proof and/or to keep up with the latest technology as available at any particular time.

3.5.6. You understand and agree that FAB does not accept liability for any errors or omissions in the content of the email messages and its attachments. You undertake to keep us indemnified at all times against, and to save us harmless from all actions, proceedings, claims, loss, damage, costs and expenses including consequential losses/damages which may be brought against us and which will have arisen either directly or indirectly out of or in connection with us sending account statements and other documents on email.

3.6. Accuracy of information

You will be responsible for the correctness of information supplied by you to FAB through the use of FAB or through any other means such as electronic mail or written communication. FAB accepts no liability for the consequence arising out of erroneous, incorrect or incomplete information supplied by you. If you suspect that there is an error in the information supplied to FAB by you, you will advise FAB as soon as possible. FAB will endeavor to correct the error wherever possible on a 'best effort' basis. All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerized backup system maintained by FAB in its ordinary course of business. While FAB will take all reasonable steps to ensure the accuracy of the statement, FAB is not liable for any error. You will hold FAB harmless against any loss, damages, etc. that may be incurred/suffered by you if the information contained in the above said outputs turns out to be inaccurate / incorrect / incomplete. FAB will not be obliged to verify the accuracy, adequacy and completeness of Electronic Instructions. Accordingly, FAB, its Affiliates and the Providers may treat the Electronic Instructions as valid and binding on you notwithstanding any error, fraud, and forgery, lack of clarity or misunderstanding in the terms of the Electronic Instructions.

3.7. Limitation of Responsibility and Liability

FAB is not liable for any loss suffered by you or any third party arising from and in connection with your registration of, access to and use of the FAB App except where such loss is attributable to our negligence or willful default. Without prejudice to the foregoing, FAB will not be liable for any inconvenience, loss, cost, damage or injury suffered by you or any third party arising from or caused by:

3.7.1. Our compliance with any instruction given or purported to be given by you relating to a Transaction, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment will not have been apparent to a reasonable person receiving such instruction;

3.7.2. Use of the FAB App by third parties, whether authorized or unauthorized by you;

3.7.3. Your transfer of funds to the wrong recipient;

3.7.4. Theft or loss of your Mobile Phone/Device, hardware and/or equipment on which the FAB App is installed;

3.7.5. Your inability to effect or complete any Transaction due to system maintenance or breakdown/non-availability of the FAB App or any network;

3.7.6. You being deprived of the use of the FAB App as a consequence of any action by us;

3.7.7. Any failure by us to perform any obligation or observe any of these Terms if such failure arises from a failure of, or any unauthorized and/or unlawful access to, any machine, data processing system or transmission link or any act of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labor, delay in deliveries from sub-contractors, or any event outside our control;

3.7.8. Any equipment or software providers, any service providers, any network providers (including but not limited to telecommunications providers, internet browser providers and internet access providers), or any agent or subcontractor of any of the foregoing; or

3.7.9. Any act or omission by FAB in compliance with any applicable laws and/or regulations, including laws governing personal data protection, and any instructions and/or directions given by any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.

Any downloading of data from the FAB App is done solely at your risk, and FAB will not be liable for the integrity or use of any data downloaded in any way. Provided that you have notified us in reasonable detail and in a timely manner of any problems experienced in the use of FAB Services and the Security Codes, FAB will use commercially reasonable efforts to correct such problems within a reasonable period of time (but without further liability if we are unable to do so). Notwithstanding the aforementioned provision or any other provision of the Terms and Conditions, FAB Services, the Security Codes and the Content are provided on an "as is" and "as available" basis. Neither we nor our licensors (including contributors of articles, reports, surveys and news) warrant the accuracy, adequacy, completeness, timeliness, quality, currency, reliability, performance, or continued availability of FAB Services, the Security Codes or the Content and each of us and our licensors (including contributors of articles, reports, surveys and news) expressly disclaim liability for errors or omissions or any delays in the delivery of the Content, or for any action taken in reliance on the Content. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with FAB Services, the Security Codes or the Content. FAB may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the FAB Channels, FAB Services, the Security Codes, the methods available for access to FAB Services, or any information, services or products provided therein and will not be liable if any such upgrade, modification, suspension or alteration prevents you from accessing FAB Services. The information provided through FAB Services including the specifications, prices, availability and other details of the products and services provided through FAB Services may be modified, deleted, or replaced from time to time and at any time at our absolute discretion. You may be required to update your details periodically as required by FAB from time to time. While FAB may apply such technology as it deems fit to ensure the security of and prevent unauthorized access to the FAB Service, FAB does not warrant that FAB Services or any of the Content or the Security Codes will be provided uninterrupted or free from errors or that any identified defect will be corrected; further, no warranty is given that FAB Services, the Security Codes and the Content are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros. FAB does not warrant the security of any information transmitted by you or to you through FAB Services or via email or mobile phone. FAB, its Affiliates and the Providers will in no event be liable to you or any other person for:

- a. any direct, indirect, incidental, special, consequential, punitive or economic loss, expense or damage arising from or in connection with any access, use or the inability to access or use the FAB Channels, the FAB App, the Content, or reliance on the Content, howsoever caused and regardless of the form of action (including tort or strict liability);
- b. any downtime costs, loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software; and/or
- c. any loss or damage arising as a result of improper usage or malfunction of any computer or mobile phone or other telecommunications equipment used to access FAB Services or incompatibility thereof with our systems; even if we are advised of, or otherwise might have anticipated, the possibility of such loss, damage or expense.

FAB will be under no liability for any damage, loss or expense, or for any obligation to pay or reimburse to you for unsuccessful crediting or debiting of money through the use of FAB Services. Except where FAB has been grossly negligent, that is for events or acts attributable to its own omission, or lack of due care, it will also under no circumstances be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any

character or nature whatsoever and whether sustained/suffered by you or any other person due to any transaction carried out or not carried and/or incorrectly/incompletely carried out and/or being carried out with or without your knowledge or authority on the FAB App and/or due to non-availability or partial availability of any medium of FAB and/or due to any loss/misuse of Debit Card and/or use of your password(s) by any other person or persons. The Transaction risk will be yours, except what is stated above. In cases where FAB is led to believe that an instruction may not have been properly authorized by you, FAB will be entitled but not under any obligation, after making reasonable efforts to check whether the instruction was properly authorized, to take steps to reverse any action taken on the basis of that instruction. FAB will not be responsible or liable for any losses suffered by you due to such reversals.

3.8. Consent to Disclosure/Provision of Information

3.8.1. The Customer hereby entitles and authorizes FAB to obtain and disclose any financial, legal or credit information relating to the Customer, including any information pertaining to the address, telephones or utility bills relating to the Customer and his authorized signatory(ies) or any other information which included in the credit information report, to verify, obtain or disclose such information as you deem fit in your absolute discretion. You agree that We may obtain, request, transfer and disclose any information relating to you (including information We obtain from any third parties such as any local or international credit bureau), to and between the branches, subsidiaries, affiliates, representative offices, agents of FAB and any third parties selected by any of them or us, wherever situated, for private use (including for use in connection with the provision of any FAB Services to you and for data processing, statistical and risk analysis purposes, global cash services and dealings in securities on any exchange securities market(s) and any other relevant authorities and agencies pertaining thereto). We and/or our Affiliates representative offices, agents or any third parties selected by any of them or we, shall be entitled to obtain, transfer and disclose any credit, legal or financial information relating to the Customer.

3.8.2. Without prejudice to the foregoing, the Customer hereby authorizes FAB, without the need to get any written or oral permits, to obtain or disclose any of the information indicated in this consent from any governmental or semi-governmental authorities, body, organization, company, credit bureau or telecommunications company and any service provider such as electricity, water and telecommunication companies, or any other person or entity as it is needed, whether inside the KSA or abroad, which maintain or are supposed to maintain any of the information contained in this consent relating to the Customer. FAB, pursuant to this consent, may communicate with such bodies to obtain or disclose any of information mentioned in this consent.

3.8.3. FAB shall be entitled to use any or all of the information contained in this consent for the purpose of granting/or commencing to grant you any loans, facilities or any other banking services offered by FAB or to use this information for the purpose of assessing your credit position and collect any amounts or loans payable to FAB This consent shall remain in force and effect against the Customer and may not be terminated or amended without prior written consent of FAB.

3.8.4. Operations and data are managed by FAB from the United Arab Emirates.

3.9. Assignment

FAB will be entitled to assign or transfer its rights and obligations under the terms to anybody or any entity of its choice in whole or in part and in such manner and on such terms and conditions as FAB may decide. Any such assignment or transfer will conclusively bind you and all other persons. You are not entitled to assign or transfer any of your right and obligations under these Terms and Conditions to any third party without prior written consent of FAB.

3.10. Intellectual Property

You acknowledge that the intellectual property rights of FAB are owned by FAB, its Affiliates, or the Providers. No part or parts of the FAB App may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written

permission. You may view, print or use the Content for personal, non-commercial use only, provided further that you do not modify the Content and that you retain all copyright notices and other proprietary notices contained in the Content. The trademarks, service marks, and logo (“Trade Marks”) used and displayed in or through the FAB App are registered or unregistered Trade Marks of FAB/others. Nothing in the FAB App will be construed as granting, by implication, estoppels, or otherwise, any license or right to use any Trade Marks displayed in or through the FAB Channels or FAB App, without our written permission.

3.11. Indemnification

You agree and undertake to fully indemnify FAB, its Affiliates, service providers, subcontractors, and agents, and to hold each of the aforementioned parties harmless, from and against all liabilities (including settlement sums), losses, charges and expenses (including legal fees and disbursements on a solicitor-client basis), claims, demands, actions and proceedings which we, our Affiliates, service providers, subcontractors and agents may incur, suffer or sustain directly or indirectly from or by reason of or in relation to the use, misuse or purported use or misuse of FAB Services, and will pay such monies to FAB upon its demand.

3.12. Miscellaneous

FAB reserves the right to use any service providers, subcontractors and/or agents on such terms as it deems appropriate. FAB will provide you digital assistance/system to answer your queries. In case digital assistance is unable to resolve your query then you will have an option to chat with our call center staff. You acknowledge that you have not relied on any representation made by FAB or any of its employees, Affiliates, service providers, subcontractors or agents and have made independent assessment of FAB Services. Except for our Affiliates, service providers, subcontractors and agents, no person or entity who is not a party to these Terms and Conditions will have any right to enforce these Terms and Conditions, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this will not affect the rights of any permitted assignee or transferee of these Terms and Conditions.

3.13. Variation in Terms and Conditions

FAB may by notice through the FAB Channels or by such other method of notification as it may designate (which may include notification by way of email), vary these Terms and Conditions, whereupon such a variation will take effect on the date specified by us (which will generally be no less than thirty (30) days from the date of the notice). If you use FAB Services including any new services after such date, you are deemed to have accepted such variations and such amended Terms and Conditions will be binding on you. If you do not accept the variation, you must stop using FAB Services and terminate FAB Services. Our right to vary these Terms and Conditions in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to these Terms and Conditions. FAB, its Affiliates and Providers will not be liable for any non-performance, error, interruption or delay in the performance of any obligations under this Part or in the FAB Channels’ operation, or for any inaccuracy, unreliability or unsuitability of FAB Services and/or the Content if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (which includes acts of God, natural disasters, acts of terrorism, embargoes, epidemics, acts of any Government or authority, power failures), and the acts or a party for whom FAB, its Affiliates or Providers are not responsible for.

3.14. Illegality

If at any time any provision of these Terms and Conditions will be or will become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Terms and Conditions will not be affected or impaired thereby, and will continue in force as if such illegal, invalid or unenforceable provision was severed here from. Our waiver of any of the covenants to be performed by you or any breach by you will not be construed to be a waiver of any succeeding breach by you or of any other covenant. Our rights and remedies in these Terms and Conditions are cumulative and not exclusive of any other rights or remedies provided by law. FAB agrees that if you open further accounts

with/subscribe to any of the products/services of FAB or any of its Affiliates or Providers FAB extends to such accounts or products or services and you opt for use thereof, then these Terms and Conditions (as may be amended from time to time) will automatically apply to such further use of FAB by you.

3.15. Notice

3.15.1. Communication from FAB

You hereby authorize FAB or its agents to send promotional messages including the products of the FAB App/FAB Services, greetings or any other messages/communications which FAB may consider appropriate from time to time, by way of SMS and/or Email. FAB is entitled to send you “notifications in the FAB App and SMS notifications” (“Notifications”) relating to your access to and use of the FAB App and any updates on related services.

3.15.2. Communications through electronic means

Electronic delivery may be in the form of electronic mail, an attachment to the electronic mail, or in the form of an available download from the FAB Channels. FAB will be deemed to have fulfilled its legal obligation to deliver to you any document if such document is sent via electronic means. Failure to advise FAB of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery will serve as an affirmation regarding the acceptance of the document. It may be noted that alerts if sent through SMS will be sent to the registered mobile number only. All communication by FAB will be in English and will be through email to your email address as per our records; or using electronic services or any other electronic media or through your cell phone. Where necessary, FAB may also give any notice and communication through the press, radio, television, internet or any other media at the discretion of FAB’s choice. Any communication from FAB to you will be deemed to have been received by you and complete:

- a. If sent by email – at the time of sending to your email address.
- b. If sent by electronic services – at the time it was sent.
- c. If made through the press, radio, television or internet – at the time it was made.
- d. If made over the FAB App or on the Website – at the time of publishing.

3.16. Communication from you

Any notice, instruction, correspondence or other communication you give to FAB must be in writing and must be received by FAB. FAB may accept instructions over the FAB App or by any other mode that FAB may agree with you. You must provide to FAB any application forms, authorizations or other documents as may be required by FAB.

3.17. Feedback and Complaint Mechanism

Customers can reach out to the FAB team via in-app chat or email us at xxx@xxxx between 10am to 10pm Gulf Standard Time (GST), Sunday to Saturday. Customer will be advised on alternative mode of contact outside the normal working hours. Kindly note that the FAB team do not work on public holidays. FAB reserves the right to investigate complaints regarding the use of the FAB App, or reported violations of these Terms and to take any action FAB deems appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, the appropriate authorities or regulators and disclosing any information necessary or appropriate to such officials, authorities or regulators, whether located in the KSA or outside of the KSA.

4. General Terms and Conditions applicable for the LCA card

4.1. Use of the Card: Card holder hereby undertakes to:

- 4.1.1. Sign the Card immediately upon receipt.
- 4.1.2. Use the Card within the Card Limit
- 4.1.3. Not use the card beyond its expiry date or after its cancellation.
- 4.1.4. Ensure the safety of the Card and prevent the Card number and the PIN becoming known to any person.

- 4.1.5. Not to use the Card for any illegal card transaction and/or in breach of the terms thereof.
- 4.1.6. Not use the Card for purchasing goods or services or any other purposes that is prohibited by the Shariah principles and local law as valid in the place of usage and issuance of the Card.
- 4.1.7. Use the card as a guarantee tool against signing documents such as invoices, receipts or other vouchers which the respective merchants may present or against using the PIN assigned by the Bank for withdrawal of cash from ATM's. The card holder shall be liable for any obligations incurred due to the use of this card, which the Bank may bear, including liability for its misuse or loss.
- 4.2. Cash Withdrawal: The permissible amount of cash withdrawal as 100% of the Card limit, which the card holder may withdraw and charge to the card's account by virtue of a cash withdrawal voucher to be signed by the card holder in the presence of the respective teller or withdraw from ATM's (through the use of card holder's PIN)
- 4.3. Card Delivery: Upon approval of the Card Holder's application, the Bank issues the LCA Card which the bearer may receive from any branch of FAB or may be forwarded by mail to the address of the applicant as stated in the application form, at the peril of the Card holder in both cases.
 - 4.3.1. If the customer is being on-boarded face to face by Bank agent, then upon successful verification of the documents, the customer is handed over a non-personalized card (EMV Chip based) that will allow him to access the digital account services until the issuance, receipt, and activation of a personalized card. The customer will receive a personalized embossed card in the mail to their registered home address soon thereafter.
 - 4.3.2. If the customer is completing a self-service onboarding via the mobile app, then upon successful completion of the process, a personalized embossed card will be issued and sent to the customer registered address via mail.
 - 4.3.3. System capabilities will support the linkage of both cards and the automatic deactivation of the non-personalized card once the personalized card is activated.
 - 4.3.4. Card activation will be enabled through SMS and protected by a dedicated OTP. Customer can also activate the card through the Digital Banking application and start using the account. The customer will not be able to use the card unless it is activated through the application
- 4.4. Signature of the Credit Card: Upon receiving the LCA Card, the Cardholder shall sign it forthwith in the specified space on the back of the card. Card Holder shall be held fully liable for the consequences and damages incurred wherefrom and the Bank shall bear no liability wherefrom if there is a failure on the part of the Cardholder to sign in the specified space at the back of the card.
- 4.5. LCA Card Validity: The LCA Card shall be valid for three Gregorian calendar years from the date of issue and automatically renewable as long as the Card Holder continues to fund the Light Current Account. However, in case of the Cardholder's desire not to renew his card, he or she shall serve the Bank a one-month notice prior to the date of its expiry.
- 4.6. Independence of the Card: The Bank's relationship with the card holder under this agreement shall be totally separate from the card holder's relationship with third parties to whom payment is made for transactions using this LCA Card. Accordingly, the Bank shall not assume any responsibility resulting from the decline of the card and the Bank shall not be considered a party in any relationship between the Card holder and third parties pursuant to any transactions carried out by using this card. Accordingly, the Bank shall not entertain any request from the Cardholder to waive any obligation that has been created from the use of the LCA Card and the Cardholder shall not object to the Bank's fulfilment of any such obligations.
- 4.7. Use of the Card and its Loss: The Cardholder shall maintain the card, undertake to use it strictly as authorized and shall solely bear the consequences of loss or misuse of the card unless the card center of FAB is notified of such loss or misuse in a timely manner. The Cardholder shall also be held accountable for any breach of these terms and conditions. Additionally, the Cardholder shall not give his LCA Card to any person regardless of the degree of kinship. In case the card is lost or stolen, the Cardholder shall immediately notify the Card Centre of FAB accordingly in line with the Bank's instructions therewith. The Cardholder may also notify the LCA Card Centre on toll free number: 800 XXX XXXX or +966 XXXX XXXX (from abroad). In an unauthorized use of the LCA Card on account of loss or theft, the maximum liability

of the customer prior to the customer reporting the loss or theft to the issuer shall not exceed the available Card Limit.

- 4.8. Cancellation and Replacement of the Card: The card shall continue to be owned by the issuing Bank at all times and the Cardholder shall return it to the Bank forthwith upon request of the Bank. The Bank shall have the right to cancel the primary or any supplementary cards without having to advise the card holder/s to stop their use. In this case, the Card holder/s shall return the cancelled card/s to the Bank. The Card Holder may request to cancel the primary card or any supplementary cards by serving the Bank a written notice within 10 days after receiving the card or within 14 days after being notified of any amendments to the terms and conditions.
- 4.9. Supplementary Card: Upon the request of the primary Cardholder and subject to the approval of the Bank, a supplementary card may be issued to one of the (adult) relatives of the cardholder of the first degree of kinship with the same terms and conditions of the primary card. In this regard, a supplementary card shall be considered an integral part of the primary card. The primary Cardholder shall be accountable with the supplementary Cardholder for all obligations resulting from the use of supplementary cards.
- 4.10. Issuance of Replacements: For Lost or Damaged Cards: The bank shall not be obliged to issue a replacement card for cards reported as lost, stolen or damaged. However, in case of the Bank's approval to issue such a replacement card, it shall be issued for the remaining period of validity of the lost or damaged card.
- 4.11. Transactions in Foreign Currencies: The Bank shall fulfil any obligations resulting from the Card Holder's use of the card outside the Kingdom of Saudi Arabia within the limits of these terms and conditions in a foreign currency. The value of all card transactions will be charged to the cardholder in Saudi Riyal currency. The card transactions, which are effected in currencies other than the Saudi Riyal, will be debited to the card account after conversion into Saudi Riyal currency at a rate of exchange to be determined by MasterCard/Visa or the Bank from time to time. In addition to the Foreign Currency Charge mentioned in Article below. The Cardholder shall comply with any restrictions or conditions that may be applied with respect to transactions or dealing in cash in foreign countries where the card is used. In this case, the Cardholder shall solely bear any financial encumbrances or exchange rate differences, which the Bank may be requested to pay and charge to the MasterCard/Visa account held by the Cardholder.
- 4.12. Documentation: The Bank shall not be obliged to forward invoices or other vouchers testifying to the Bank's payments of any dues or a copy whereof to be attached to the statement of account of the Cardholder. However, in case the cardholder requests any copy of such documents, the Bank shall charge a service fee of SAR 10 for each such copy, which will be charged to the card account. If it becomes evident that the Cardholder was not responsible for the transaction reported in the said document, the Bank shall return the collected service fee and shall reverse the entry. In this regard, the Bank recommends that Cardholders keep copies of the receipts that they receive from vendors for easy reference when reviewing their statements of account. However, it is to be taken into consideration that a Cardholder shall not have the right to object to any amount after the lapse of 30 days from the date of issuance of the statement of account involving the amount subject of objection.

Applicable Law in the Settlement of Disputes:

These terms and conditions and any transactions resulting wherefrom, regardless of the location of the transaction or parties involved, shall be construed, interpreted and implemented pursuant to the provisions of Saudi laws and regulations solely. The Banking Disputes Committee operating under the aegis of the Saudi Arabian Monetary Authority (or any successor forum) shall be the competent forum in charge of settlement of any dispute arising whereof.

Agreement language

This agreement is written in both Arabic and English, and if there are any differences between the Arabic and English text then the Arabic version shall prevail. These terms and conditions will undergo a simplification process in Language for an enhanced customer experience.

SPECIAL TERMS & CONDITIONS FOR ELECTRONIC SIGNATURE

These special terms and conditions for Electronic Signature ('Special Terms') apply to your Electronic Signature (as defined below) in addition to the General Terms and Conditions of Accounts and Banking Services ('Account Terms'). Unless otherwise stated where these special terms and conditions are not consistent with the Account Terms, then these special terms and conditions shall apply to the extent of that inconsistency in relation to your use of your Electronic Signature.

1. By selecting "I Accept" you are signing these special terms and conditions electronically. You provide your consent to be legally bound by the special terms and conditions under these Special Terms and to provide your undertaking and approval to obtain and disclose information about you as per the terms and conditions of the attached Undertaking. You agree your ESignature is the legal equivalent of your manual or wet signature on these Special Terms.
2. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your ESignature or any resulting contract between you and the Bank.
3. You also represent that you are authorized to enter into these Special Terms for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of these Special Terms. You further agree that each use of your E-Signature in obtaining a service from the Bank constitutes your agreement to be bound by the terms and conditions these Special Terms as they exist on the date of your E-Signature.
4. You consent to receive from the Bank exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by the Bank during the course of your relationship with the Bank.

DO NOT AGREE UNTIL YOU HAVE READ THE ABOVE TERMS and CONDITIONS

By my agreement below, I confirm that I have read, fully understand and accept all terms of the above Agreement. Please note that your agreement will be accepted as the electronic equivalent to a hand-written signature and/or as an electronic signature as may be permitted under/by any applicable law.