

## Banky Account - Terms and Conditions of Use

### 1. Purpose and Scope

1. Banky Account is a mobile digital wallet solution powered by Al Maryah Community Bank LLC (the “Bank”). References to Banky Account in these terms and conditions of use (Terms and Conditions) are to the mobile wallet solution and each related product and service, including but not limited to the software application offered as part of Banky Account enabling users to carry out payments and transfer funds (the “App”)
2. These Terms and Conditions set out the contractual basis on which individual natural persons and certain merchants can access and use Banky Account. By accepting these terms and conditions, you agree that you are bound by these terms and conditions. If you do not wish to be bound by these terms and conditions, do not select accept.
3. If you are a merchant, your use of Banky Account will be governed by the terms of the Merchant Agreement between you and the Bank. If you are a small business merchant who has registered with Banky Account without having been fully verified by the Bank then, unless the context otherwise requires, these Terms and Conditions will also apply to your use of Banky Account. These Terms and Conditions do not apply to any other category of merchant. In the event of any conflict between the terms of any Merchant Agreement and these Terms and Conditions, the terms of the relevant Merchant Agreement shall prevail to the extent of the conflict.
4. Registered users of Banky Account can link their debit or prepaid cards or bank accounts held with the Bank or other financial institutions to their Banky Account. They may also use Banky Account to pay bills under accounts held with certain merchants. These Terms and Conditions do not apply to the use or operation of any such cards or accounts.
5. For further information about how to register with Banky Account and the services and functionality available with Banky Account, please refer to the Frequently Asked Questions (FAQs) published on [www.Banky.ae](http://www.Banky.ae). If there is any conflict or inconsistency between the provisions of these Terms and Conditions and the FAQs, the provisions of these Terms and Conditions shall prevail.
6. From time to time, we may update our Mobile Banking services (such as introducing new features or making updates to our Mobile Banking App). Depending on the update, you may not be able to use our Mobile Banking services until you have updated your software or downloaded the latest version of our Mobile Banking App.

## 2. Eligibility

1. Banky Account is available to download to persons aged 18 years and above who are residents in the United Arab Emirates (UAE), and you warrant and represent that you meet these requirements.
2. You acknowledge that Banky Account allows the execution of transactions in UAE dirhams only and that Value Added Tax (VAT) may be chargeable on sales and purchases of products and services you make using Banky Account.
3. You warrant and represent that all information including your Emirates ID, your phone number, and a picture of your face you supply or make available to the Bank is true, accurate, and not misleading and you agree to immediately notify us in writing of any changes to such information.
4. Unless clause 2.3 applies, when you download and install the App for the first time, you will be prompted to register using the UAE Pass or through providing a copy of your Emirates ID, your current residential address, your place of work and your email address, mobile phone number, and other information if required. Once you provide this information and accept these Terms and Conditions then, unless you are a merchant, you will be authorized to make purchases of products and services using Banky Account up to a total limit that the Bank may define and to use other functionalities within Banky Account. Different transaction limits apply to merchants.
5. You acknowledge that, whenever it deems such action necessary in its absolute discretion, the Bank reserves the right to:
  - 5.1. decline to register you with Banky Account; or
  - 5.2. Subject your registration with Banky Account to any condition whether or not specified in these Terms and Conditions.

## 3. System Requirements

1. The App works with compatible devices running Android 6.0 (Marshmallow) and above and iOS 10 and above. You may need to upgrade the operating system on your device if the version on your device is no longer supported by the Bank.
2. You must take all reasonable precautions to keep your device, your Banky Account t account and any security information relevant to your Banky Account (including PIN codes, log in details and passwords) safe and secure to prevent fraud or misuse of them.
3. You acknowledge that the Bank is not responsible or liable for your inability to use the App as a result, directly or indirectly, of defects or malfunctions occurring in

respect of your device, including but not limited to the camera used to scan QR codes.

4. You acknowledge that, if the App is installed or used on a jail-broken or rooted device, the Bank shall not be liable for any loss of or destruction, damage, alteration or unauthorized access to files, information or data on your device or the corruption or disablement of your device caused directly or indirectly by the jailbreaking or rooting of your device.
5. You need an Internet connection to use the App. You acknowledge that the Bank does not control your Wi-Fi or mobile service provider, and no warranty is made as to coverage, availability, or service provided by your Wi-Fi or mobile service provider. You further acknowledge that the Bank is not responsible for any charges that you may incur from third parties with respect to your use of the App, including without limitation any data charges or Internet access fees.

#### 4. Restrictions on Use

1. Once you are registered with Banky Account in accordance with these Terms and Conditions and subject to your continued compliance with these Terms and Conditions, you shall benefit from a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the App solely for your personal and non-commercial use.
2. You must:
  - not use the App for any illegal or unauthorized purpose or in a manner that could damage or cause risk to the Bank's business, reputation, personnel, customers, facilities or to any third party,
  - not introduce into or through the App any computer virus, Trojan horse™, worm, logic bomb, back door, malware, or similar item whose purpose or possible function is to disable a computer or network or adversely affect its performance,
  - use appropriate virus scanning software and take other reasonable precautions in respect of the security of your device when accessing or using the App,
  - not modify, decompile, reverse-engineer or disassemble the App or any part of it or remove, circumvent, disable, damage, or otherwise interfere with security-related features of the App,
  - not impersonate any other person or access the Banky Account of another person without permission,

- not execute transactions through Banky Account on the basis of funds which were obtained fraudulently or for a fraudulent purpose,
  - not infringe the Bank's or any third party's intellectual property rights, rights of publicity or privacy,
  - not post or transmit any message on Banky Account which is defamatory or which discloses private or personal matters concerning any person,
  - not post or transmit any message, data, image, or program on Banky Account which is pornographic, vulgar, or offensive in nature,
  - not refuse to cooperate in an investigation conducted by the Bank or provide confirmation of your identity or any other information provided by you to the Bank,
  - not use the App in any manner that could damage, disable, overburden, or impair it or the Bank's systems, including, without limitation, by using the App in an automated manner,
  - not remove, obscure, or alter the Bank's or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to, contained within, or accessed using the App,
  - not sell, rent, license, distribute, publish, or publicly perform or display the App or services, software or information associated with or derived from it,
  - not use the App in a manner that the Bank or any payment card network reasonably believes to be an abuse of the payment card system or a violation of payment card network rules,
  - not take any action that may cause the Bank to lose any of its business partners, including merchants accepting payments using the App, or
  - Breach these Terms and Conditions or any other agreement, policy, or terms as may be applicable pursuant to or referenced in these Terms and Conditions.
3. You should inform the Bank immediately by contacting the dedicated Banky Call Centre operated by the Bank (the Call Centre) using the details published on the App if:
- the security information you use to access the App, such as your PIN, is compromised in any way so that the Bank can disable your Banky Account; or
  - The device you use to access the App is lost or stolen so that the Bank can delink your Banky Account from the lost or stolen device.

4. If you sell or change the device you use to access the App, you are advised to delink your Banky Account from your old device using the App settings to prevent any unauthorized use of your Banky Account.

## 5. Commencement and Application Process

1. This Agreement is valid and binding on and from the date on which Mbank provides electronic confirmation to You that your wallet account has been opened (“the Effective Date”).
2. The application process for the Banky Account Service will be completed electronically. However, depending on the information that You provided when applying for the Service, Mbank may require You to complete all or parts of the application process in person to verify your identity and/or provide original documents. Depending on your age, your residency status (resident or visitor), or the level of identity verification you have provided, Mbank may place limits on which features, functionalities and/or facilities are available to You under the Service and/or place limits on your Transactions.

## 6. Cancelling Orders and Refunds

1. Banky Account provides a platform that allows you to initiate transactions with individuals and merchants and pay or receive payment for products or services. You acknowledge that the Bank is not party to any transaction you enter into with any person using Banky Account.
2. You acknowledge that Banky Account does not enable the return of funds to your Banky Account once you have authorized a transaction (known as a chargeback). Your entitlement to cancel an order you place with a merchant or to claim a full or partial refund of any payment you make to a merchant will be subject to the terms and conditions of the relevant recipient of your order or payment.
3. A merchant may agree to refund an amount to your Banky Account: (i) by notifying the Bank and processing the refund using functionality provided by the Bank; or (ii) using the merchant’s own refund procedure. You acknowledge that the Bank has no obligation to provide any refund functionality or to honor any refund request it receives from a merchant. You further acknowledge that the Bank is not responsible or liable for any refund processed using any merchant’s refund procedure.
4. Clauses 5.2 and 5.3 do not apply in respect of unauthorized transactions using your Banky Account.
5. You warrant and represent that all information you supply or make available to the Bank is true, accurate, and not misleading.

## 7. Rewards

1. You acknowledge that the Bank may from time to time operate reward schemes through Banky Account, such as rewards for inviting third parties to register with Banky Account. At the relevant time, you may be asked to accept further terms and conditions which will determine your entitlement to participate in such schemes and earn rewards. The Bank may decide to stop any such scheme at any point in time that it deems fit. The mode of rewards may be credited into your Banky Account, Mbank cards, or may be in the form of vouchers points, etc. The frequency of these rewards, the number of times it can be availed, and the time taken to provide these rewards will depend on the rewards program and the bank has the full right to decide on this.

## 8. Promotions

1. Banky Account promo codes are only valid on the Banky Account application.
2. All Banky Account promo codes must be entered before confirming a merchant transaction.
3. Only one promo code can be applied to one transaction at a time.
4. An expired promo code is no longer valid to use.
5. All promo codes validity is limited to date, usage, and limit.
6. Subject to the type of promo code:
  - A promo code may be assigned to one user for one merchant.
  - A promo code may be assigned to one user to use in multiple merchants.
  - A promo code may be assigned to multiple users for one merchant.
  - A promo code may be assigned to multiple users for multiple merchants.
7. Banky Account reserves the right to cancel or modify an order, or revoke the use of promo codes for any reason, including due to:
  - Suspicious or fraudulent purchasing activity or promo code usage
  - Promo code abuse, including the use of multiple accounts associated with the same Banky Account user.
  - Promo codes used for the purpose of reselling.

8. Unless otherwise stated, promo codes are not valid in conjunction with other promotions or discounts.
9. Banky Account promo codes are not exchangeable for cash.
10. Banky Account will not be liable and/or be required to offer replacement promo codes, discounts, credits, cash, or otherwise compensate customers for:
  - Discontinued or cancelled promo codes
  - Improper use of, or inability to redeem a promo code.
  - Banky Account is liable to refunding or extending the acceptance of a promo code in case of any technical issues.
  - Banky Account reserves all the rights to change these terms and conditions or cancel any promotions at any time and without any prior notice.

## 9. Intellectual Property

1. You acknowledge that all rights in the know-how, trademarks, trade names, patents, copyrights, design rights (whether registered or unregistered), database rights, goodwill, and all other intellectual property rights subsisting in or arising in connection with Banky Account and the Bank's systems (the Intellectual Property) are, and shall remain, the property of the Bank and/or its licensors and that you shall not acquire any proprietary rights in such Intellectual Property and agree not to infringe or challenge the Bank's and/or its licensors' rights in the Intellectual Property nor do or permit anything to be done which may be detrimental to the Intellectual Property or which may be inconsistent with or damage the reputation of the Bank and/or its licensors. You agree to inform the Bank immediately if you become aware of any third-party activity which infringes the Intellectual Property.
2. You shall indemnify the Bank from and against any losses, damages, costs, charges, expenses, and any other liabilities (including, without limitation, reasonable legal fees), incurred or awarded against the Bank as a result of, or in connection with, your use of the Intellectual Property otherwise than in accordance with these Terms and Conditions.

## 10. Personal Information

1. You agree to the Bank processing personally identifiable information relating to you which it may obtain, receive, or generate in connection with these Terms and Conditions in accordance with applicable data protection and privacy laws and the

2. We at Banky Account are dedicated to protecting and respecting our customer's privacy. Our Privacy Policy is governed by Al Maryah Community Bank. For more details, please click on the following link: [mbank.ae/banky/](http://mbank.ae/banky/) | [Privacy Notice](#)

## 11. Limitation of Liability

1. You acknowledge that:
  - Information technology and telecommunications systems are not error-free; and
  - the Bank disclaims all warranties, conditions, guarantees, representations, and statements with respect to Banky Account and the speed of availability, transfer, and settlement of funds using Banky Account, either express or implied, whether by statute or otherwise, including any express or implied warranties as to adequacy, timeliness, availability, satisfactory quality or fitness for a particular purpose or use, and all warranties arising from a course of performance and course of dealing under applicable law.
2. You acknowledge that you will be unable to execute transactions or otherwise using Banky Account if:
  - You delink your Banky Account from your device,
  - You continually enter an incorrect PIN or Password when logging into the App,
  - You press Forgot PIN or Password on the login screen within the App (in which case you will be asked to reset your PIN or Password,
  - Your browsing session within the App is timed out (in which case you will be asked to log in to the App again), or
  - You attempt to access your Banky Account from a device that is not linked to your Banky Account, and you acknowledge that the Bank is not liable to you in connection with your inability to use Banky Account in any of these circumstances.
3. You acknowledge that any functionality enabling funds to be deposited into a Banky Account from a bank account or withdrawn from a Banky Account into a bank account, is dependent on and subject to the operation of the Funds Transfer System operated by the UAE Central Bank (the Central Bank).
4. You acknowledge that no industry standard or practice, including without limitation the Payment Card Industry Data Security Standard (PCI DSS) and

Payment Application Data Security Standard (PA DSS), shall form part of the obligations of the Bank under these Terms and Conditions.

5. You acknowledge that the Bank excludes liability, whether in contract, for negligence, for breach of statutory duty or otherwise, for any direct loss and any loss of profits, business, revenue, data, goodwill or anticipated savings, or for indirect or consequential loss or damage which may arise out of or in connection with your use of, or inability to use, Banky Account.
6. You acknowledge that neither party excludes liability for:
  - Death or personal injury to the extent that the same arises as a result of its own negligence or the negligence of its personnel (as applicable); or
  - Any other type of loss for which liability cannot be excluded under applicable law.
7. You shall indemnify the Bank from and against any losses and liabilities (including, without limitation, reasonable legal fees), incurred or awarded against the Bank as a result of, or in connection with, your use of Banky Account and/or breach of these Terms and Conditions.

## 12. Third-Party Websites

1. The App may contain links to third party websites, such as websites operated by merchants or social networking sites (Linked Websites). You acknowledge that the Linked Websites are not under the Bank's control and the Bank is not responsible for any Linked Websites. You further acknowledge that these links are provided as a convenience and the inclusion of any link does not imply the Bank's endorsement of or any association with the website's operator. When you access a Linked Website, you do so at your own risk. It is your responsibility to review the privacy policies and terms of use that apply to Linked Websites. Any claims you might have with respect to Linked Websites are against the operator of the website and not against the Bank.

## 13. Term, Termination, and Suspension

1. These Terms and Conditions become binding once you select Accept.
2. You acknowledge that the Bank may terminate or suspend without notice your access to the App or any other part of Banky Account whenever it deems such action necessary in its absolute discretion and without liability to you or to any third party. Upon such termination or suspension, you agree to immediately stop using Banky Account. These remedies are without prejudice to any other remedies which the Bank may have under applicable law.

3. If the Bank terminates your access to Banky Account, your Banky Account will be suspended, and any remaining funds processed in accordance with Banky Account standard account suspension procedures. Please refer to [www.Banky.ae](http://www.Banky.ae) for further information.
4. The rights of termination and suspension in this clause 14 may be exercised without the order of any court or other judicial authority.
5. All rights and obligations of the parties in respect of these Terms and Conditions shall cease to have effect immediately upon termination of these Terms and Conditions except for any rights or liabilities which have accrued up to the date of termination.

## 14. Changes

1. You agree that the Bank may make operational changes to Banky Account at any time, including by changing the minimum specifications of the systems or devices required for access to them. You acknowledge that the Bank will use reasonable endeavors to provide notification of material changes Banky Account by placing a message on the App or by otherwise notifying you in accordance with these Terms and Conditions.
2. You agree to the Bank varying these Terms and Conditions or the FAQs at any time by giving reasonable notice to you.
3. If you do not agree with any change made by the Bank to Banky Account or these Terms and Conditions, your sole and exclusive remedy is to stop your use of Banky Account.

## 15. Sub-contracting and Assignment

1. You acknowledge that, to the extent permitted by law, the Bank may assign, sub-contract, delegate or otherwise transfer the benefit of these Terms and Conditions or any of the Bank's obligations under them to any other person without your consent.
2. You shall not, or purport to, assign, sub-contract, delegate or otherwise transfer the benefit of these Terms and Conditions or any of your obligations under them to any other person without the Bank's prior written consent.

## 16. Regulatory

1. The Bank is authorized by the Central Bank to provide the digital payment services within Banky Account in accordance with the Central Bank's Regulatory Framework for Stored Values and Electronic Payment Systems (the Framework). Banky Account is operated in accordance with the requirements of the Framework. You acknowledge that, amongst other things, the Framework:

- places limits on the amount that can be funded to your Banky Account per month, the amount that can be held in your Banky Account, the amount of each transaction you can initiate using Banky Account, and on your daily spending using Banky Account; and
- Authorizes the Bank to apply charges for the execution of certain transactions using Banky Account.

## 17. Dispute and claims

1. Once a Transfer has been completed, it shall be deemed final and irrevocable. As such, Banky Account shall not be under any obligation to reverse any transaction.
2. Notwithstanding clause 18.1, Banky Account reserves the right, at its sole discretion, to cancel or reverse a Transfer on the basis of a manifest error or on the basis of fraud and provided that the Recipient has not redeemed the funds and the request to reverse the Transfer is made within 7 days of the erroneous Transfer date.
3. Dispute process
  - If you wish to file a dispute, you are requested to call our Call center and report/register the transaction dispute. In addition, you agree to fully support and provide the relevant information and documents as required from Mbank to verify and investigate the transaction dispute.
  - Banky Account reserves the right to investigate and accept only fraudulent cases. If the dispute is found not to be fraudulent, Banky Account will close the dispute and you will not be eligible for any reimbursement.
4. Banky Account also may immediately: (a) decline your application for any or all of the services, (b) terminate any or all of the services, (c) reverse any relevant transaction (d) withhold funds from you or restrict your access to funds or your Banky Account, (e) Do anything else we reasonably consider necessary.
5. Banky Account shall inform you of any such actions we take unless Banky Account has a reasonable belief that we are prevented from doing so by law or regulation or we believe that doing so would compromise our anti-fraud or security measures.
6. You acknowledge that Banky Account is under no obligation to recall funds or is liable and the outcome of the dispute as communicated by the bank shall be final.

## 18. Feedback

1. If you submit or provide suggestions for improving Banky Account (Feedback) to the Bank by contacting the Call Centre or otherwise, you agree that the Bank will

be free to exercise any and all rights in the Feedback without restriction, including any obligation to attribute the Feedback to you or to compensate you in any manner whatsoever. You must not give the Bank any information that is confidential, commercially sensitive or contains original creative work or is the intellectual property or proprietary property of you or another person.

## 19. Contacting You

1. You agree that the Bank may contact you by any lawful method, including by email or using the mobile phone number you provided to the Bank upon registration. You agree to keep any contact details notified to the Bank current. If your contact details change, please inform the Bank by contacting the Call Centre.

## 20. Transfers

Below Terms and Conditions shall apply throughout your banking relationship with us whenever you are initiating a fund transfer online.

### 1. Own Account Transfer:

- You will be able to make Funds Transfer between your Accounts held with the Bank.

### 2. Al Maryah Community Bank Transfer:

- You will be able to initiate Funds Transfer instantly or schedule it for later to another Al- Maryah community Bank Account
- You shall register the beneficiary, to initiate the transfer.

### 3. Local Transfer:

- You will be able to initiate Funds Transfer instantly or schedule it for later other accounts held at other banks within UAE.
- You shall register the beneficiary, to initiate the transfer.
- You understand and agree that, when carrying out a remittance from any of your accounts, the Bank is acting as your agent and not as the agent or on behalf of any third party. You always understand and agree that your relationship with any third party is independent of the Bank and the Customer's use of this service. The Bank will in no way be responsible for any acts or omissions by any other bank/financial institution(s) or other provider of any account, including and without limitation to any modification, interruption, or discontinuance of any account by such bank/financial institution(s) or non-acceptance of funds under a Funds Transfer.

- You understand that the Bank will not investigate any discrepancies between the Beneficiary's name and account number. The Bank will act only as per your Instructions. If a Funds Transfer request identifies a Beneficiary by name and account number, the Bank may execute those Instructions by reference to the account number only, even if the account number does not correspond with the Beneficiary's name. You understand that other bank/financial institutions may not investigate discrepancies between Beneficiary's names and account numbers.
- You must check with the Beneficiary's bank/financial institution for restrictions regarding transfer of funds within their institution. The Bank is not responsible for any charges or losses incurred from Funds Transfers that are not permitted by such banks/financial institutions or those imposed by law.
- Neither the Bank nor any of its correspondents or agents shall be liable for any loss or damage whatsoever due to:
  - Erroneous or incomplete information been given to the Bank.

#### 4. Unavailability of good funds.

- Delays or faults of any kind in the Transaction, or in any messages or instructions by mail.
- Delay or error in or failure in locating or identifying the Beneficiary.
- Refusal or inability of the Bank's correspondent or agent to effect payment by reason of any law, act, or decree of any government.
- Any other cause or reason whatsoever beyond the Bank's and its correspondents' or agents' control.
- You consent to the Bank, its officials, employees, correspondents and agents disclosing any information regarding your particulars as set out in the Online Banking Application, the subject matter thereof and your Accounts and affairs (including but not limited to your name, Account number, address, and/or date and place of birth) as the Bank shall deem appropriate for the purpose of any investigations relating to you made herein and any Transaction connected therewith, and/or towards compliance with law, regulations, guidelines, directives and/or such other requirements of regulatory authorities.
- The Bank reserves the right to reject your Transfer request without having to furnish any reason for doing so.

5. The Bank reserves the right to reject your Transfer request without having to furnish any reason for doing so.

**6. General Transfer Terms:**

- To process a transfer, you will be required to enter a onetime password (“OTP”) and provide other details for initiating the Transfer in accordance with the details required under AL Maryah Community Bank Online.
- You are required to complete various fields for initiating beneficiary Transfer as mentioned below.
- The transfer date should be current date or future dates only.
- The fund will always be consumed in AED.
- If the Funds Transfer is submitted after the Cut-Off Time or during public holidays, it will be executed on the next business Working Day.
- The Bank is not responsible if the amount credited or transferred to the Customer’s account is different than the actual amount because of fees or depreciated value nor shall the Bank be held liable if the Customer is unable to receive his/her funds because of any restrictions or regulations issued by the competent authorities.
- You need to provide various details for initiating the Funds Transfer as may be required by AL Maryah Community Bank Online from time to time.
- You agree not to transfer funds to accounts, which are not permitted under violation of any rules, regulations, and laws as applicable.

**7. Cut-Off Time for Transfers Services:**

- The funds will be reserved for the next Business Day, if the Funds Transfer request is received after the Cut-Off Time or scheduled Transfers.
- The Account will be debited for the transferred funds on the Business Day on which the Instruction(s) have been executed by the Bank.
- For Outward Local Fund Transfer more than AED 25,000, the Cut-Off Time is 05:00 PM, UAE time,
- Any Funds Transfer Instructions to a Beneficiary’s account with any other bank within the UAE will be transferred by the convenient banking settlement system.
- The funds will be reserved if the request for transfer is received after the Cut-Off time.

- The Customer shall be responsible to comply with all applicable anti-money laundering regulations and shall be responsible for any violations of such regulations.

#### 8. **Beneficiary:**

- You are not allowed to provide the same nickname which has already been used.
- You can add the same Beneficiary again if such Beneficiary has different accounts.
- The Bank shall not be responsible if you enter an Invalid account number:
- You will be responsible for maintaining, adding, and deleting Beneficiary's names and details for any Funds Transfer request.

### 21. International Transfers

1. We offer international currency transfer services (Transfer Service) to all countries through a third-party provider.

### 22. Restrictions On Transfer Services

1. There are limits on the amount you are able to send by way of the Transfer Service. We may refuse to send the money if we reasonably believe that: (a) by doing so we might break any law, regulation, code, or other duty that applies to us; (b) doing so may expose us to action from any government or regulator, or (c) it may be linked with fraudulent or illegal activity. (d) if it fails our compliance checks

### 23. Cancelling Of a Transfer

1. You do not have a right to cancel a Transfer Service. We may nevertheless be able to cancel it before the Recipient receives the money.

#### 2. ADDITIONAL CONDITIONS

- We will send the money to the account you specify in the App. For information on when a payment will be credited to such an account, you need to contact the Recipient's account provider.
- The Recipient's account provider may apply its own charges to the Transfer Service, which does not involve us.

#### 3. OTHER TERMS

- We will report money transfers to any government authorities if we are required to do so by law.

## 24. Termination and Discontinuation

1. The bank may, at any time (a) block, restrict and/or suspend your use of your Account, the Service and/or the wallet application without notice, and/or (b) terminate this Agreement immediately effective on notice provided through the Digital Channels, in each case for any reason or no reason, including if You violate this Agreement or the bank suspects fraudulent activity. You agree the bank will not be liable to You or any third party for doing so.
2. You may terminate the Agreement in respect of the Banky Account at any time for convenience by immediately discontinuing Your use of the Banky Account Service and uninstalling the Banky Account application, (including in circumstances where Mbank has modified or updated the Agreement in a manner that You do not agree with). In all such instances, you will be mandatorily required to first redeem any remaining stored value in your Account by (a) Cashing-out at any Mbank agent, or ATM. (b) Funding-out to a bank account.

## 25. General

1. These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (and any non-contractual obligations arising out of or in connection with them) shall be governed by the laws of the United Arab Emirates as applicable in the Emirate of Abu Dhabi.
2. You agree that the courts of Abu Dhabi will have exclusive jurisdiction to hear any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual obligations, disputes or claims).
3. These Terms and Conditions shall constitute the entire agreement between the parties in respect of their subject matter.
4. You acknowledge that in entering into these Terms and Conditions you have not relied on any representation, warranty, collateral contract or other assurance (except those set out in these Terms and Conditions) made earlier by or on behalf of the Bank. You hereby waive all rights and remedies which, but for this clause 19.4, might otherwise be available to you in respect of any such representation, warranty, collateral contract, or other assurance.
5. You agree that no failure or delay by the Bank to enforce, or exercise, or any partial, single or defective exercise or enforcement of, any right, remedy, power or privilege given to the Bank pursuant to these Terms and Conditions shall constitute a waiver or partial waiver of any such right, remedy, power or privilege

or operate to prevent the exercise or enforcement of any further right, remedy, power or privilege at any subsequent time.

6. You undertake, at the request and cost of the Bank (unless otherwise agreed or specified in these Terms and Conditions) to do all acts and execute all documents which may be necessary to give full effect to these Terms and Conditions.
7. Nothing in these Terms and Conditions shall be construed as constituting a partnership or agency between the parties hereto for any purpose.
8. Nothing in these Terms and Conditions shall confer, nor be intended to confer, any right or benefit on any third party.
9. To the extent that the terms of these Terms and Conditions are published in English and Arabic and there is a dispute between the English and Arabic versions, the English version shall prevail.