

## FINANCE HOUSE PJSC (“FH”) DIGITAL BANKING TERMS & CONDITIONS

These FH Digital Banking Terms and Conditions must be read together in conjunction with other terms and conditions including but not limited to **Mobile Banking Terms & Conditions** and **Internet Banking Terms & Conditions** (as and when published) as set forth below (“T&C”).

### APPLICABILITY

These T&C govern your digital personal banking relationship and interaction with FH and will continue to apply throughout your personal banking relationship with FH.

Certain parts of these T&C contain terms governing the use of certain products and services offered by FH on its digital platform (“**Products**”) which will apply to you as and when you use it.

It is important that you read and understand these T&C in their entirety before accepting them. Upon your acceptance, these T&C will create a legally binding agreement between you and FH.

By taking any steps prescribed by FH from time to time, which amount to an acceptance (including completion of any form, use of the Products and/or effecting any account transactions), you confirm that you have read and understood and accordingly accept and agree to be bound by these T&C as well as any specific features.

You agree that any digital or other method of acceptance of these T&C prescribed by FH from time to time will constitute your acceptance of and agreement to be bound by these T&C and any specific features as if you had accepted and agreed to be bound by them in writing.

These T&C will be binding on your and FH’s heirs, successors and assigns (as the case may be) in relation to any aspect of your digital consumer banking relationship and interaction with FH.

### UNDERSTANDING THE T&C

If you have any questions on these T&C or on any Products, you should refer to FH’s website (“**Website**”), and in particular the relevant ‘Frequently Asked Questions’ (FAQ) section on the Website. Alternatively, you can also contact FH on the contact details specified on the Website.

If you have difficulty in reading, writing or understanding our documentation, you must notify FH seeking assistance from to help you better understand our Products before applying for any of our Products or engaging in any other transaction with FH. For your protection, you may be required to take additional steps when you transact with FH.

### SIGNING UP FOR ANY FH PRODUCTS

You can sign up for any Products by completing a relevant form. If applicable, you may also be required to take additional actions prescribed by FH from time to time.

For each Products (including, without limitation), you must follow the FH’s policies for that particular Products.

FH may, in its sole discretion, make certain Products available to certain types of customers. Please consult your FH relationship manager to determine whether the Products may be available to consumer customers.

## **SUPPLEMENTAL TERMS AND CONDITIONS FOR PRODUCTS**

The Products may also be subject to supplemental terms and conditions relating to any particular Product or certain specific features for such Products. Such supplemental terms and conditions may be issued by FH or may be issued by a third party (for example, co-branded credit cards or prepaid cards may be subject to terms and conditions issued by the organisation with whom those credit cards or prepaid cards are co-branded). Such supplemental terms and conditions will be disclosed and/or available on, or through, the Website or on such other forum as prescribed by FH from time to time. By applying for and/or using any of the Products, you will be deemed to have read, understood, accepted and agreed to be bound by any supplemental terms and conditions (including any specific features) applicable to any such Products. References to "T&C" contained herein will, where applicable, be deemed to include any specific features and any supplemental terms and conditions.

## **AVAILABILITY OF AND ACCESS**

Whilst FH and its affiliates will use reasonable efforts to ensure the availability of and access to Digital Banking, FH's branches and any other Product provided by or through FH, in accordance with these T&C, availability and access to one or more of the Products may be delayed, restricted or limited from time to time, without the need for further consent or approval from you or notification to you, in order for FH to carry out any planned or unplanned and regular or one-off upgrades, maintenance or repairs of FH's premises, digital platform, banking systems or the Website or which may occur as a result of a delay or disruption to any service or system used by FH in providing or processing the Products (a "Service Disruption"). To the fullest extent permitted under applicable laws, FH and its affiliates shall not be liable or responsible for, and you shall indemnify and hold harmless FH and its affiliates from and against, any liability arising directly or indirectly out of any Service Disruption.

## **SERVICES ARE AVAILABLE VIA 'DIGITAL BANKING'**

From time to time, and as permitted by FH in its sole discretion, FH may make various services and functions available to you through the use of some or all of the forms of 'Digital Banking'. All 'Digital Banking' services and functions are made available by FH on a completely discretionary basis and may be withdrawn, changed, substituted or supplemented by FH at any time and without any obligation to give you prior notice.

Card balances verified through 'Digital Banking' at any one time may not reflect transactions that are in the process of clearing.

## **SECURITY INFORMATION**

If you enter your security information incorrectly more than the number of times allowed by FH from time to time, your access to the relevant 'Digital Banking' service may be blocked and you will need to contact FH in order to regain access.

FH may reset your security information at any time. If this happens, FH will notify you.

FH may deactivate your security information, at any time and without notice, if it suspects that your security information is being misused.

You may change your security information at any time.

FH may also, in its discretion, introduce secure key features from time to time, to enable you to use 'Digital Banking' more securely. If FH does this, you will be provided with a secure key and you must follow any instructions provided by FH in connection with its use, in order to access the Products that FH determines is subject to such secured access protocols.

## **'DIGITAL BANKING' SERVICES CHARGES**

FH reserves the right to charge you for certain features of the 'Digital Banking'. FH may notify you of such charges as and when they become applicable.

You are responsible for all charges levied by your Cellular Service Provider (CSP), Tele Communication Service Provider (TSP) and/or Internet Service Provider (ISP) (as applicable) in relation to your use of 'Digital Banking'. Additional charges may be levied by your CSP, TSP or ISP if you use 'Digital Banking' abroad.

## **DIGITAL INSTRUCTIONS PROCESSED BY FH**

Digital Instructions processed by FH ("**Digital Instruction(s)**") are in certain instances mandatory for completing any transactions using the "Digital Banking" and are irrevocably and unconditionally binding on you and are made at your risk and responsibility.

FH will make reasonable efforts to modify, delay or prevent the processing of any Digital Instruction where you request this, but neither FH nor its affiliates will be responsible for any liability for any failure to comply with such request.

## **RESPONSIBILITY FOR THE EQUIPMENT AND SOFTWARE REQUIRED TO USE 'DIGITAL BANKING'**

You are solely responsible for:

(A) acquiring and maintaining any equipment required for your continued use of and access to 'Digital Banking' and, if applicable, anti-virus and other security measures for such equipment, including measures for adequate protection and back-up of data; and

(B) ensuring that the equipment which you use to access and use 'Digital Banking' is suitable for such use and is functional. 'Digital Banking' is dependent on the infrastructure, connectivity and services provided by the TSPs, CSPs, ISPs and/or other service providers engaged by FH

and you. The timeliness, accuracy and legibility of information sent by FH to you (including, if applicable, alerts and mobile responses) may be affected by the services provided by the TSPs, CSPs, ISPs and other service providers engaged by FH and you.

If you become aware of any faults, errors or inconsistencies while using 'Digital Banking', you must contact FH immediately on the contact details specified on the Website.

## **LIABILITY**

In addition to any other limitation or exclusion of FH's liability under these T&C, neither FH, nor its affiliates and their owners, shareholders, managers, directors, officers and/or employees will be responsible for any liability arising from:

- (A) any unauthorized transaction effected through 'Digital Banking' before you have notified FH of the unauthorized transaction or any misuse, loss, disclosure or theft of your security information;
- (B) any fraudulent activity carried out through 'Digital Banking' (unless the fraudulent act was carried out by FH);
- (C) your failure to observe any of your security obligations under this 'Digital Banking' terms and conditions;
- (D) your access or use of 'Digital Banking' in a manner, or for a purpose, not authorized by FH;
- (E) any loss of any information or Digital Instructions in transmission due to unforeseen circumstances;
- (F) any unauthorized access by any third party to 'Digital Banking', Digital Instructions and any account information;
- (G) the delivery, mistaken delivery, deletion or failure to store any Digital Instructions or personalization settings;
- (H) transactions that occur pursuant to your Digital Instructions prior to termination of your access to the relevant 'Digital Banking' service;
- (I) your use of 'Digital Banking' including, if applicable, any material, data and/or software downloaded or otherwise obtained through the use of 'Digital Banking'; and/or
- (J) any damage caused to your hardware or software resulting from your use of 'Digital Banking'.

## **'DIGITAL BANKING' ACCESS SUSPENSION/TERMINATION**

You can stop using 'Digital Banking' at any time.

FH may, in its sole discretion, suspend (including for maintenance purposes) or terminate your access to 'Digital Banking' at any time. While FH will reasonably endeavor to notify you before suspending or terminating your access, it will have the right to do so without notifying you in advance, including in circumstances where:

- (A) you breach any provision of this 'Digital Banking' terms and conditions and fail to rectify the breach within three (3) business days after receiving notice from FH requiring the breach to be rectified (or such other time specified by FH from time to time);
- (B) FH suspects or becomes aware of any breach of security;
- (C) FH suspects or becomes aware of any fraudulent use of 'Digital Banking';
- (D) FH reasonably believes that you will be unable to repay any amounts that you owe to it; and/or
- (E) You die, are declared insolvent or bankrupt, or no longer have requisite mental capacity.

Unless otherwise agreed, FH will not affect any Digital Instructions which you have made before termination of your access to the relevant 'Digital Banking' service and which are scheduled to be affected after such termination.

## **I. Mobile Banking Terms & Conditions**

### **1.1 CONDITIONS OF USAGE OF THE MOBILE APP**

You can use Mobile Banking via FH's Mobile Application ("**Mobile App**").

You can apply for Mobile Banking: (By downloading the Mobile App to your electronic device).

To log on to the Mobile App, you must enter your security information and any other information requested by FH. FH will not be responsible for verifying the identity of the party entering the security information.

You must download any updates to the Mobile App as and when they become available.

You may be automatically logged off the Mobile App if you remain inactive for a particular period of time as prescribed by FH.

You must not use the Mobile App for any purpose other than to access your mobile banking account and to use mobile banking on your electronic device.

FH grants to you a limited, nonexclusive and non-transferable license to use the Mobile App on your electronic device from the moment that you download it to your electronic device until terminated in accordance with these Mobile Banking terms and conditions and/or the T&C.

In addition to your obligations, you must log out of the Mobile App as soon as you have finished using it and before leaving your electronic device unattended.

### **1.2 TOUCH ID / FINGERPRINT AUTHENTICATION AND FACE ID / FACIAL AUTHENTICATION**

1. The use and availability of the touch ID/fingerprint authentication and face ID/facial authentication features ("**Features**") is subject to the below:

- (A) you should use the electronic device having an operating system (currently iOS and Android) that supports the Features;

- (B) you understand and acknowledge that the Features may not work if the electronic device contains applications not authorized by respective electronic device maker;
  - (C) You need to be the customer and valid user of the Mobile App;
  - (D) you need to install and activate the Mobile App on your electronic device;
  - (E) you should have at least one fingerprint registered in "Touch ID" on your electronic device or have at least one facial ID registered in "Face ID" on your electronic device;
  - (F) if you wish to register for the Features, you must go through a registration process by keying in your Mobile App password;
  - (G) you acknowledge and agree that for the purposes of the Features, the Mobile App will be accessing the fingerprint and/or face registered in your electronic device, and you hereby consent to FH accessing and using such information for the provision of the Mobile App and the Features;
  - (H) once you have successfully registered for the Features on the electronic device, your account information can be accessed with the fingerprint registered in your electronic device and/or your face registered in your electronic device. If you have other people's fingerprints and faces registered on your electronic device, they will be able to access your account information as well, hence it is your sole responsibility to remove such fingerprints and facial IDs; and/or
  - (I) you understand and acknowledge that the Features are designed and owned by a third party provider, without any risk, responsibility and liability on FH;
2. FH reserves the right to impose charges or to revise the charges for the use of the Features upon giving notice to you. Such charges or revisions shall take effect from the date stated in the notice. Where you continue to use the Features after such notification, you shall be deemed to have agreed to and accepted such charges.
3. FH expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of the Features. Without prejudice to the foregoing, the acceptance by FH of your request to enable the Feature does not amount to a representation or warranty by FH that:
- (A) the Features will meet your requirements;
  - (B) the Features will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as FH may offer from time to time; and/or
  - (C) your use of the Features or FH's processing of any of your request made through the Mobile App will be uninterrupted, timely, secure or free of any virus or error.
4. Neither FH nor its affiliates will be responsible for any liability arising from:
- (A) the provision by FH of or your use of the Features;
  - (B) the processing of any request by you on the Mobile App through the use of the Features;
  - (C) any unauthorized access and/or use of the Features on the electronic device;
  - (D) the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data: (i) relating to you; (ii) transmitted

through your use of the Features on the Mobile App; (iii) obtained through your use of Features on the Mobile App;

(E) the unforeseen circumstance or suspension, termination or discontinuance of the Features;

(F) deactivation of the Feature by FH; and/or

(G) any failure by you to abide by the obligations stated under these Mobile Banking term and conditions and/or the T&C.

5. In addition to any other limitation or exclusion of FH's liability under the T&C, FH shall not be liable and you agree to indemnify and hold harmless FH and its affiliates from any liability arising from:

(A) FH providing the Features or discontinuing with the Features;

(B) any improper or unauthorized use of the Features;

(C) any act or omission by any relevant mobile or internet service provider;

(D) any delay or failure in any transmission, dispatch or communication facilities; and/or

(E) any breach by you of any representation or warranty or obligations under or provision of these Mobile Banking Terms & Conditions and/or the T&C.

6. FH may terminate or suspend the Features at any point of time at its sole discretion with or without giving any notice to you.

### **1.3 ACCURACY, CONSISTENCY AND SECURITY OF THE MOBILE APP**

FH will try to ensure the accuracy, adequacy and completeness of the Mobile App and the Mobile App information, however:

(A) The use of the Mobile App is at your sole risk;

(B) The Mobile App and its information are provided on an "as is" and "as available" basis;

(C) FH cannot confirm the accuracy, adequacy or completeness of the Mobile App or its information and neither FH nor its affiliates will be responsible for any liability arising out of any errors or omissions in the Mobile App or its information; and

(D) No confirmation, warranty, representation or undertaking of any kind, implied, express or statutory, including in relation to infringement of third party rights, title, fitness for a particular purpose and freedom from virus is given in relation to the Mobile App or its information.

### **1.4 FH MOBILE RESPONSE**

Unless FH is prevented from doing so due to unforeseen circumstances, FH will endeavor to send you a mobile response as soon as reasonably possible, after receiving your mobile request.

FH may, in its sole discretion and without notice to you, decline to send a mobile response if it believes that the mobile request is unclear or cannot be processed.

If you are not within the coverage area of the CSP or the areas forming part of the roaming network of such CSP, you may be unable to make mobile requests and receive mobile responses.

### **1.5 USING THE INFORMATION ABOUT YOUR PHYSICAL LOCATION**

FH will use information about your physical location sent through your electronic device when you use the Products through Mobile Banking.

FH will use information about your physical location sent through your electronic device for making delivery of the Products or verifying any information provided by you.

By using such Products, you consent to FH and its affiliates accessing and monitoring your location and disclosing your location to third parties.

### **1.6 PERSONAL INFORMATION ACCESSED BY FH**

Without prejudice to clause 1.11, you acknowledge that each mobile request and mobile response may contain confidential information, information on your location and other details of your use of the Products, additional products and services and/or third party Products. You irrevocably agree to the transfer, access and storage by FH and its affiliates (and their respective personnel) within the UAE and abroad of such information in relation to your use of Mobile Banking.

### **1.7 LIABILITY IN REALTION TO MOBILE BANKING**

With respect to Mobile Banking, in addition to any other limitation or exclusion of FH's liability under these Mobile Banking Terms & Conditions or the T&C, neither FH nor its affiliates will be responsible for any liability arising from: (a) any loss of any alerts or mobile responses in transmission due to unforeseen circumstances; or (b) any unauthorized access by any third party to any alerts or mobile responses.

### **1.8 MOBILE BANKING ACCESS SUSPENSION/TERMINATION**

In addition of this part, FH may, in its sole discretion and without notice to you, immediately suspend or terminate your access to Mobile Banking if:

(A) you cease to hold a mobile banking account; or

(B) FH no longer supports the Mobile App on your electronic device. Upon termination of Mobile Banking, the license granted to you by FH to use the Mobile App will end and you must delete the Mobile App from your electronic device.

In addition of this part FH may, in its sole discretion, suspend (including for maintenance purposes) or terminate your access to 'Digital Banking' at any time. While FH will reasonably endeavor to notify you before suspending or terminating your access, it will have the right to do so without notifying you in advance, including in circumstances where:



- (A) you breach any provision of these Mobile Banking Terms & conditions and/or the T&C and fail to rectify the breach within three (3) business days after receiving notice from FH requiring the breach to be rectified (or such other time specified by FH from time to time);
- (B) FH suspects or becomes aware of any breach of security;
- (C) FH suspects or becomes aware of any fraudulent use of 'Digital Banking';
- (D) FH reasonably believes that you will be unable to repay any amounts that you owe to it; and/or
- (E) you die, are declared insolvent or bankrupt, or no longer have requisite mental capacity.

Unless otherwise agreed, FH will not affect any Digital Instructions which you have made before termination of your access to the relevant 'Digital Banking' service and which are scheduled to be affected after such termination.

## **1.9 SECURITY MEASURES**

Except as otherwise set out in the T&C, all confidential information is confidential between you and FH. If you disclose any confidential information to any third party, you do so at your sole risk and responsibility.

You must ensure that no unauthorized party will have access to your cards, confidential information, secure key and/or any other items or information relating to your relationship with FH that FH requires you to keep confidential and secure. You must take all necessary care to prevent any unauthorised access to such information or items. This includes, but is not limited to, the following measures:

- (A) not responding to any request asking for your security information, even if such request appears to have been made by FH;
- (B) not selecting a password that is easy to guess. In particular, you should not choose a password that contains or represents your date of birth, part of your name or any of your personal details (such as your telephone number) that are accessible to third parties;
- (C) regularly changing your password;
- (D) regularly scanning your computer and/or electronic device for viruses;
- (E) keeping your computer and electronic device software up-to-date;
- (F) keeping your computer and/or electronic device safe and secure;
- (G) not leaving your computer, electronic device or cards unattended;
- (H) not recording your security information in a legible way or storing it all together or on any software that saves it automatically;
- (I) only using secure websites to effect online card transactions; and/ or
- (J) complying with any security requirements introduced by FH from time to time. There may also be additional security obligations in respect of specific Products. Please refer to the terms specific to such Products for further details.

If you become aware or suspect that any part of your security information has been lost, stolen or disclosed to a third party (for example, if your computer, secure key and/or electronic device is lost or stolen), or you become aware of any unauthorized access to your Products, you must immediately contact FH and follow any instructions given to you by FH. Such instructions may include requiring you to:

- (A) change your security information;
- (B) replace your secure key;
- (C) close your credit card/prepaid card and open a new one; and/or
- (D) take any other actions that FH may require.

Unless and until you notify FH of the loss, theft or disclosure of your security information or any unauthorized access in accordance with, you will be responsible for any unauthorized access to your Products and you will indemnify and hold harmless FH and its affiliates from any liability arising out of such unauthorized access.

#### **1.10 INTELLECTUAL PROPERTY RIGHTS**

Intellectual Property Rights in all information, publications, marketing material, software applications and/or other materials contained in or relating to the Products, 'Digital Banking', the Mobile App and the Website are owned by or licensed to FH. All rights are reserved by FH or its licensors and no proprietary rights or ownership rights vest in you by reason of any permission or access granted to you to use the Products, 'Digital Banking', the Mobile App and/or the Website.

You must not reproduce, adapt, reverse engineer, decompile, modify, distribute, display, transmit or otherwise exploit any information, publications, marketing materials, software applications or other materials contained in or relating to the Products, 'Digital Banking', the Mobile App and/or the Website in whole or in part or permit any other party to do so, or allow access to any other party without the prior permission of FH.

#### **1.11 INFORMATION ACCESSED BY FH**

You irrevocably agree and consent that FH may, throughout your consumer banking relationship with FH and as FH deems fit, process, store, transfer and disclose, without the need for further consent or approval from you or notification to you, information relating to you including but not limited to your specimen signature, your account information and/or your use of the Products, additional products and services and/or third party Products (including where applicable, such details in relation to your beneficial owners).

Pursuant to FH's rights, FH may disclose your information to any of the following:

- (A) its owners, shareholders, managers, directors, officers and/or employees and to its affiliates (including their owners, shareholders, managers, directors, officers and/or employees) who are under a duty of confidentiality to FH;

(B) any actual or potential participant or sub-participant in relation to any of FH's rights and/or obligations to you under any agreement with FH or its assignee, or transferee (or any agent of adviser of any of the foregoing);

(C) the Central Bank of the UAE or any court or tribunal or regulatory supervisory authority, tax or other governmental or quasi-governmental authority (whether national, international or local) where FH is, or may be required to, or seeks to comply (whether on a voluntary or mandatory basis):

1. with applicable laws including, without limitation, the applicable laws of jurisdictions in which FH or its customers operate and jurisdictions through which FH or its correspondents effect payments;
2. with its own policies; and/or
3. with any disclosure obligations under any tax obligations;

(D) any credit reference agencies (including without limitation, Al Etihad Credit Bureau) as FH chooses to use from time to time for the purposes of obtaining or providing credit references and other information;

(E) any party that provides services to you through FH as an intermediary, including investment management or insurance services and including in relation to the additional products and services;

(F) any party that FH reasonably believes to be acting on your behalf, payment recipients, nominees, intermediaries, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges or companies in which you have an interest in securities (where such securities are held by FH for you);

(G) any party to a transaction acquiring an interest in, or assuming risk in, or in connection with, your consumer banking relationship with FH;

(H) any party, including but not limited to FH's professional advisors, for the purpose of enforcing or preserving FH's rights against you, such as where there are any proceedings brought by FH against you or vice versa, or by any third party against you or FH in respect of the Products or a third party Products, or transactions with FH or to any external debt collection agency for the purposes of collecting any overdue debts that you may owe to FH;

(I) any party that FH engages for the purpose of processing your transactions or for the purpose of processing or storing your information, whether in the UAE or abroad;

(J) any party if FH determines, in its sole discretion, that such disclosure will prevent or recover losses to FH; and/or

(K) any party pursuant to FH's internal operational requirements (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes), and in each case you may not be made aware of any such disclosure.

For the purposes of each or any of the disclosures referred to above, you expressly permit such disclosures and waive, so far as permitted, any right to secrecy that you have under any applicable laws and in any other jurisdictions.

### **1.12 DELAY OR REFUSE PROCESSING CUSTOMER COMMUNICATIONS**

FH may delay or refuse to process any customer communications:

- (A) If FH believes that they are not accurate or authentic;
- (B) If FH could or would be in breach or contravention of any applicable laws, its own policies or other duty by processing them;
- (C) If a transaction executed based on your customer communications would breach any restrictions introduced or imposed by FH from time to time (such as any applicable maximum or minimum daily limits);
- (D) If FH suspects a breach of security or fraudulent activity; and/or
- (E) For any other valid reason.

### **1.13 RESTRICTIONS ON FUNDS TRANSFER**

Funds transfers generally may not be reversed once effected. It is your responsibility to ensure that you provide accurate information in your instructions to FH and/or its partner/(s) in order to avoid any unintended funds transfers. FH shall rely upon all information provided by you in relation to funds transfers (including any beneficiary details) and you shall be responsible for any errors in any information provided by you to FH and/or its partner/(s). While FH shall use reasonable endeavors to carry out any stop payment instructions, FH shall not be liable in the event that it is unable to do so and monies are released (and you acknowledge that FH may only be able to reclaim the monies with the consent of the beneficiary).

- (A) funds transfer request will be processed on the transfer date that you select. FH may delay or refuse to affect a funds transfer (and shall not be responsible for any liability arising out of such delay or refusal) where:
  - (B) the funds transfer would exceed any limit set by FH from time to time;
  - (C) you have not maintained/updated your profile and/or your payee information with FH prescribed remittance partner/(s)
  - (D) FH, in its sole discretion, has reason to believe that the funds transfer will or could be in breach of applicable laws or FH policies;
  - (E) FH is not permitted to do so by applicable laws or FH policies;
  - (F) FH has reason to believe that your account may be the subject of misuse, money-laundering or fraudulent activity (or otherwise suspects such is the case);
  - (G) all information necessary to complete the funds transfer has not been provided (including information required by the payee bank or any intermediaries);
  - (H) FH is required to comply with a court order or any applicable laws or FH's own policies;
  - (I) you instruct FH to stop that funds transfer;
  - (J) the designated account of the payee is not maintained by the payee bank;
  - (K) you have not complied with these Mobile Banking Terms & Conditions and/or the T&C;

(L) there are any reasons causing or contributing to the delay or refusal for which the payee bank or any intermediary or correspondent bank is responsible; and/or

(M) there are any unforeseen circumstances or any other circumstances reasonably outside of FH's control.

FH shall not be responsible for, and you will indemnify and hold harmless FH and its affiliates from and against, any liability arising from FH's compliance with your instructions, including instructions to execute or stop any funds transfer (including any delay or rejection of a funds transfer arising out of the circumstances set out in the paragraph above, or for any tax obligations arising out of the funds transfer). For the avoidance of doubt, the preceding indemnity will also include liability for any currency conversion costs, correspondent and other routing charges, administrative charges and other costs and losses in relation to your funds transfer.

You must ensure that your credit card/prepaid card has sufficient funds before effecting any funds transfers. If, for any reason, your credit card/prepaid card exceeds its spending limit as a result of any funds transfer, you will be liable to immediately repay any exceptional amount including any applicable charges.

You warrant, represent and undertake that any funds transfers requested by you (or your nominee) will not breach any applicable laws, the T&C or any FH policies.

FH may contact you to confirm and verify the identity of the beneficiary of a funds transfer (and any modifications to the details of a beneficiary of a funds transfer) before processing it.

On the date of payment, FH reserves the right to determine, in its sole discretion, the priority of funds transfer requests against any other payment requests presented or any other existing payment arrangement with FH. FH will have the right not to effect a funds transfer if, having determined the priority of payments, it believes that your account may become overdrawn, or where an overdraft has been granted to you, the spending limit may be exceeded.

Funds transfers are not instant. It may take a number of business days (excluding any public holidays in the UAE and the country where the payee's account is located) for the funds to be received by the payee.

FH will not be a party to queries or disputes of any nature whatsoever that may arise between you and the payee.

FH will not be responsible for any liability arising out of any delays, failures, errors or other shortcomings in executing, processing or completing any funds transfer, remittance, withdrawal, payment or other transaction as a result of the actions of any third party (including any intermediary bank).

Any set-up, deferment, amendment or cancellation of a standing order must be communicated in writing to FH and must be submitted sufficiently in advance of the execution date.

If FH is unable to effect three (3) consecutive payments due to insufficient funds the standing order shall be treated as cancelled without notification.