

SMART SMS Service

Without prejudice to the Terms and Conditions and any terms and conditions posted on the Bank's website from time to time, the following terms and conditions shall apply to any banking services provided by Bank to Customer via the SMART SMS Service. By accepting and / or using the SMART SMS Service, the Customer understands, accepts and agrees to be bound by the following terms and conditions as may be amended by the Bank from time to time.

29.1 The SMART SMS service shall be available for account(s) and credit cards, subject to the Bank's discretion. The Bank may decide to offer the SMART SMS service to certain types of account(s) or credit cards only.

29.2 In order to use the SMART SMS Service, the Customer must be registered by the Bank to use the SMART SMS Service, and comply with the registration and activation procedures prescribed by the Bank from time to time.

29.3 Currently, the SMART SMS Service will be available for mobile phones with Etisalat numbers only.

29.4 The scope features and functionality of the SMART SMS Service will differ from the other services for other electronic channels, and may be varied by the Bank from time to time. The Customer agrees and acknowledges that:

29.4.1 Certain services are not available on the SMART SMS Service and these may or may not become available in the future; and

29.4.2 Certain services which are currently available on the SMART SMS Service may be discontinued.

29.5 The Customer acknowledges and agrees that the Bank may, in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all of the SMART SMS Service, or any function or feature of the SMART SMS Service, without giving any notice and without incurring any liability.

29.6 The Customer acknowledges that any information received by the Customer under the SMART SMS Service is for information only, and shall not be taken as conclusive evidence of the matter to which it relates.

29.7 The Bank shall not be bound by or obliged to take any action on any instruction(s) which do not properly comply with the Bank's procedures and the Bank may reject such non-compliant instruction(s).

29.8 The Customer must not allow any person to access to its mobile phone in such a manner that the person may access the SMART SMS Service, whether with or without Customer's consent.

29.9 In the event the Customer loses or replaces or parts with possession or controls of its mobile phone, or has reason to believe that someone may access his bank account(s) using the SMART SMS Service, the Customer must immediately notify and instruct the Bank to block the SMART SMS Service and the Customer may apply for this service again with a new mobile phone number.

29.10 Until and unless the Customer notifies the Bank, all instructions received by the Bank which are associated with the Customer's mobile phone number shall be deemed to have come from the Customer, and the Bank shall be entitled to rely on such instructions, whether they actually originated from the Customer or not. The Customer acknowledges that the Bank may not be able to reverse or annul any transaction(s) executed based on instructions received prior to Customer's notice to the Bank.

29.11 The Customer shall promptly notify Bank of any changes to information provided to Bank related to or for the purposes of the SMART SMS Service including the details of its designated mobile phone number and the telecommunications company providing or servicing it. In addition, the Customer shall promptly inform the Bank of any loss or theft of his mobile phone by calling the 24 hour First Gulf Bank Call Centre. Bank shall not be liable for any loss or claim resulting from the relaying of any information pursuant to the SMART SMS Service to the designated

mobile phone number prior to receipt of any notification of loss or theft. Following receipt of notification of loss or theft, the Customer shall have no further liability provided that he has acted in good faith and all reasonable care and diligence in safeguarding the designated mobile phone number and in promptly reporting its loss or theft to the Bank.

29.12 The Bank shall not assume any liability or responsibility for any failure or delay in transmitting information to the Customer or any error in such information, unless this results from the Bank's gross negligence or willful default. In particular, the Bank shall not assume any liability or responsibility for the consequences arising from any cause beyond its reasonable control including, without limitation, failure of the telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation. None of the telecommunications companies designated by Bank are Bank's agents or representatives and there is no co-operation, partnership, joint venture or other relationship between the Bank and any of them.

29.13 The Customer undertakes to indemnify and hold the Bank harmless against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which Bank may sustain, suffer or incur as a result of providing the SMART SMS Service to the Customer and agree to indemnify and compensate the Bank for any damage, loss, expense or liability incurred by the Bank as a result of the Customer's breach of any of these Terms and Conditions.

29.14 The Bank shall not be liable for any loss or damage caused (a) by the disclosure of confidential information; (b) by the disclosure of information to the designated mobile phone number where such designated mobile phone number is in another person's possession; or (c) to the Customer's data, designated mobile phone number, telecommunications equipment or other equipment, in each case caused by the Customer's use of the SMART SMS Service, unless such loss or damage is directly and solely caused by the Bank's willful default or gross negligence.

29.15 The Bank shall be entitled to impose separate fees and charges for the SMART SMS Service, which may be varied from time to time by notice to Customer.

29.16 The Bank shall be entitled to terminate the SMART SMS Service by immediate notice upon the occurrence of any of the following events:

29.16.1 The Customer's breach of any provision of these Terms and Conditions;

29.16.2 The Customer's account(s) with the Bank is / are terminated or closed.

29.17 The Bank will not assume any liability or responsibility for any suspension or termination.

29.18 Customer agrees that all instructions transmitted from the Customer's mobile phone number or otherwise issued by him, though in electronic form:

29.18.1 Are written documents, and agrees not to dispute or challenge the validity or enforceability of any instruction on the grounds that it is not a written document and hereby waives any such right the Customer may have at law;

29.18.2 Are original documents and agrees not to challenge the admissibility of any instruction on the grounds that it is made in electronic form.

29.19 The Customer irrevocably authorizes the Bank to: (a) disclose or share any information, details or data (at Bank's discretion and for any purpose whatsoever) about Customer to any other member or associate member with the Bank; and (b) transfer or subcontract the provision of any part of the SMART SMS Service provided to the Customer by the Bank to any member of the Bank or any third party in any territory.