

TERMS AND CONDITIONS GOVERNING HBZtel

I/We (*The Customer*) hereby authorize and request Habib Bank AG Zurich (*The Bank*) to allow me/us to use the service of HBZtel (*Habib Bank AG Zurich's telephone banking service*) and thereafter issue me/us a Personal Identification Number (PIN), as per the terms and conditions for subscription and use set out below

I/We authorize the Bank (*in its absolute discretion*) to follow and act on my oral pulse touch-tone, digital phone, I.P. telephony and mobile phone instructions.

The Bank reserves the right to refuse an application and may, at its sole discretion, withdraw at any time all rights and privileges pertaining to the service, without bearing any responsibility on its part.

The service is provided entirely at the risk of the Customer who shall indemnify the Bank for any loss or damage howsoever caused resulting from the use of this service.

I/We (*The Customer*) hereby irrevocably and unconditionally, without any right of objection accept all debits made to my/our account arising from the use of the service, without limitations. This includes any service charges debited for tele-banking services.

I/We shall not reveal my/our Personal Identification Number (PIN) to anyone.

I/We understand that, where any of the accounts mentioned are operated by more than one signatories (*joint signatures*), any such one person shall be entitled to give any such oral, pulse, touch-tone, digital phone, I.P. telephony and mobile phone instructions and the Bank shall be entitled to rely upon any such instructions,

The Customer shall ensure sufficient drawings power in the account to which service relates before making any transfers. If for any reason an account is overdrawn by the use of this service, the Customer shall be responsible for immediately adjusting the Debit account.

The Bank's record of any transaction processed by the use of this service shall be conclusive evidence of such transaction and binding on the subscriber for all purposes.

The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of this service.

The Bank shall not be responsible for any erroneous payment to Utility Company(s) Credit Card, arising out of wrong input of consumer number, telephone number, mobile number, internet number, ADSL number, credit card number, account number and any other number related directly to a transaction.

I/We further confirm and agree to waive any right which I/We may otherwise have for holding the Bank responsible for any mistake or omission caused by the service and or any delay by the Bank due to reasons beyond Bank's control in onward transmission of the funds to Utility Company(s) Credit Card other accounts which may result in disruption of utility service and credit card related transactions.

I/We also understand that transaction on last five days before the due date of utility bill(s) and in the event of part payment of the bill the Utility Company may use its power to discontinue the utility service in which event the Bank or the Utility Company will not be responsible therefore in any way.

The agreement containing these terms and conditions shall be governed and interpreted in accordance with the Laws of the U.A.E., with jurisdiction of the U.A.E. Courts.

The Customer confirms having read, understood and accepted the above terms and conditions in acknowledgment of which he/she has signed this agreement.

authorized signatory(s)

FOR OFFICE USE

SV

signature

Verified by

NOTE:

- The above terms and conditions are subject to change without any prior notice.
- In the case of multiple signatories, authorized signatories must sign as per the account mandate.
- The customer understands that the Bank shall not be held responsible for any erroneous transaction(s) arising out of incorrect, incomplete or illegible details provided by the customer.
- The customer undertakes to inform the Bank in the event there are any changes in the contact details.