

## 1. Regulatory status

Invest Bank PSC (the “Bank”) is licensed and regulated by the Central Bank of the UAE. Its registered office address is P.O. Box 1885, Sharjah, UAE.

## 2. Customer's Relationship with the Bank

**2.1** The following terms and conditions, as amended from time to time (the “Loan Conditions”) govern the relationship between the Bank and a natural or legal person (hereinafter called the “Customer”) in respect of a Loan or Overdraft offered by the Bank to the Customer.

**2.2** Definitions of capitalized terms used in these Loan Conditions are set out in the Glossary. Where such terms are used elsewhere by the Bank throughout any of its documentation, agreements or on its website, they shall have the meanings set out in the Glossary unless given a different meaning in the context in which they are used.

**2.3** References to the “Loan Conditions” throughout the Bank’s documentation, including Requests, Offer Letters, Security Documents, account mandates, advertisements, notices, brochures, schedules, agreements or such other documents, are references to these Loan Conditions.

**2.4** These Loan Conditions constitute an integral part of the Bank’s agreement to provide a Loan or Overdraft to the Customer and apply, unless expressly excluded, to all Loans and Overdrafts made available to the Customer.

**2.5** The legal and contractual relationship between the Bank and the Customer is determined by these Loan Conditions, each Request, each Offer Letter, any Security Document, the Schedule of Charges, any guidelines issued by the Bank and any other agreement or document specified by the Bank for this purpose.

**2.6** If there is any conflict or inconsistency between:

**(a)** these Loan Conditions and a Request or an Offer Letter, the Request or Offer Letter shall prevail; or

**(b)** an Offer Letter and a Request, the Offer Letter shall prevail, in each case to the extent of that conflict or inconsistency.

**2.7** By accepting an Offer Letter, signing a Request, borrowing a Loan or using an Overdraft, the Customer is deemed to have read and understood these Loan Conditions and agrees to be bound by them.

### **3. Application for a Loan or Overdraft**

**3.1** The Bank offers a variety of Loans and Overdrafts all of which are set out in brochures that are available at any of the Bank's branches or on the Bank's website.

**3.2** The availability, eligibility criteria and applicable conditions in respect of any Loan or Overdraft are subject to the Bank's determination and applicable laws.

**3.3** All Loans and Overdrafts offered by the Bank are offered at the Bank's sole and absolute discretion. The Bank reserves the right, at any time, without liability or penalty, to refuse to provide any Loan or Overdraft. Where permitted by applicable law, the Bank shall endeavor to provide its reasons for any such refusal.

**3.4** Any Loan or Overdraft made available to the Customer is personal to the Customer. The Customer must immediately notify the Bank if it is not the ultimate beneficiary (being the person that stands to gain the commercial or economic benefit and/or bears the commercial or economic risk) of, or the ultimate originator of any instruction relating to, any Loan or Overdraft, even if such circumstances are only the case for a one-off transaction.

### **4. General Loan and Overdraft Conditions**

**4.1** The Customer shall not apply for or incur any loans, advances or overdrafts from the Customer's employer or any other bank or financial institution in the UAE without the prior written consent of the Bank.

**4.2** The Customer shall submit to the Bank all forms, documents and evidence relating to a Loan or Overdraft that the Bank may require, in form and substance satisfactory to the Bank.

**4.3** The Customer must inform the Bank of any change in the information provided by the Customer at the time of making an initial Request for a Loan or Overdraft or any other customer identification or due diligence documentation previously delivered to the Bank, including (without limitation) any changes to the Customer's name, identification documents, address, telephone numbers, constitutional documents, shareholding structure, beneficial ownership and the powers of any Authorised Signatories. The Customer must provide the Bank with any additional forms, documents and other evidence relating to such changes as the Bank may request, in form and substance satisfactory to the Bank. Any changes shall only be effective when actually received and accepted by the Bank.

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**4.4** The Customer must promptly inform the Bank if:

- (a)** the Customer becomes unemployed or loses the primary source of the Customer's income; and
- (b)** the Customer has lost or will shortly lose residency status in the UAE.

**4.5** The Bank reserves the right, and the Customer authorises the Bank, to debit the relevant Account (and in case of insufficient balance, to overdraw such Account) in case the Bank credits any funds to such Account due to computer system error, technical error or malfunction, human error, clearing system error, fraud by the Customer or a third party or any other reason, in each case without any liability.

**4.6** The Bank may allocate an identification number to the Customer and/or an account number to an Account of the Customer. Such identification numbers remain the property of the Bank and the Bank shall have the right to modify or change such numbers at any time.

**4.7** Subject to applicable law, the Bank may in its sole and absolute discretion, by notice to the Customer, vary the rate of interest on a Loan.

## 5. Personal Loan Conditions

**5.1** Subject to these Loan Conditions, the proceeds of any Personal Loan shall be paid to the Account specified in the relevant Request or Offer Letter, which must be the Account into which the Customer's salary is transferred.

**5.2** If the proceeds of a Personal Loan are to be used to repay a personal loan that the Customer has borrowed from another bank or financial institution, then promptly after borrowing all or part of that Personal Loan, the Customer shall provide the Bank with a letter from that other bank or financial institution (in form and substance satisfactory to the Bank) confirming that the existing personal loan has been repaid in full.

## 6. Auto Loan Conditions

**6.1** The proceeds of any Auto Loan shall be paid directly by the Bank to the seller of the Vehicle by way of transfer to the seller's account, issuing a banker's draft or other payment instruction in favour of the seller or in any other manner as the Bank considers appropriate.

**6.2** By signing a Request or accepting an Offer Letter in respect of an Auto Loan or borrowing an Auto Loan, the Customer represents and warrants to the Bank that:

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**(a)** the Vehicle has been examined by the Customer and is in good working order and suitable for the purpose for which it is required; and

**(b)** the Vehicle is not subject to any security other than the Vehicle Mortgage.

**6.3** If any representation and warranty set out above is or becomes untrue at any time, the Customer must notify the Bank immediately.

**6.4** By signing a Request or accepting an Offer Letter in respect of an Auto Loan or borrowing an Auto Loan, the Customer undertakes to the Bank:

**(a)** to keep the Vehicle in good condition and repair and notify the Bank within seven (7) calendar days of any accident resulting in the total or partial loss in value of the Vehicle;

**(b)** to keep the Vehicle registered in the Customer's name and not transfer title and/or ownership of the Vehicle or any other right relating to the Vehicle without the prior written consent of the Bank;

**(c)** to pay all taxes, fines, registration fees and any other expenses related to the Vehicle;

**(d)** not to create, register, or allow any security to be created on the Vehicle unless in favour of the Bank;

**(e)** to insure the Vehicle in accordance with Clause 6.5;

**(f)** not to use the Vehicle for any unlawful purpose; and

**(g)** to ensure that any person who drives the Vehicle has a valid driver's licence.

**6.5** The Customer shall keep the Vehicle insured at all times at the Customer's own expense under a comprehensive insurance policy approved by the Bank, under which the Bank is named as the beneficiary. If the Customer fails to maintain comprehensive insurance cover, the Bank, without prejudice to its other rights under these Loan Conditions, may insure the Vehicle at the Customer's expense. Any cost incurred by the Bank shall be added to the total amount due under these Loan Conditions and shall be subject to interest at the Default Interest Rate. The proceeds of such insurance, when received, shall be used by the Bank to reduce any outstanding Liabilities under these Loan Conditions.

## 7. Overdrafts

**7.1** The Bank may in its sole and absolute discretion grant an Overdraft.

**7.2** Unless otherwise permitted by the Bank, the debit balance on any Account shall not exceed the Overdraft Limit.

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**7.3** The Bank may, in its sole and absolute discretion, terminate an Overdraft at any time. Termination of any Overdraft shall be without prejudice to any of the Bank's accrued rights prior to the date of termination.

**7.4** The Bank may make a demand at any time for repayment of all or part of an Overdraft Amount and any interest, fees, charges and other Liabilities due in connection with such Overdraft.

**7.5** Subject to applicable law, the Bank may in its sole and absolute discretion, by notice to the Customer, vary the rate of interest on an Overdraft or reduce the Overdraft Limit.

**7.6** The Customer may request that an Overdraft Limit be increased. Any such request shall be subject to the procedures and policies of the Bank at the relevant time.

## 8. Joint Borrowers

**8.1** A Joint Loan is a Loan that is borrowed by Joint Borrowers and a Joint Overdraft is an Overdraft that is made available to Joint Borrowers.

**8.2** Unless expressly agreed otherwise, the operation of a Joint Loan or Joint Overdraft shall require the signature of each Joint Borrower or their respective Authorised Signatories.

**8.3** Each Joint Borrower shall be jointly and severally liable to the Bank for repayment and satisfaction of all Liabilities owing or incurred under a Joint Loan or Joint Overdraft. The liability of any one of the Joint Borrowers shall not be discharged or affected in any way by:

**(a)** the invalidity, voidability, or unenforceability of any obligation owed to, or guarantee or security granted in favour of, the Bank in respect of the Joint Loan or Joint Overdraft;

**(b)** the release of or making of any other arrangement with any other Joint Borrower or third party; or

**(c)** the amendment or extension of any Liabilities owing or incurred under the Joint Loan or Joint Overdraft.

**8.4** In the event of the death, loss of legal capacity, dissolution, bankruptcy or insolvency or occurrence of any similar event affecting a Joint Borrower, each other Joint Borrower shall notify the Bank no later than ten (10) days after the occurrence of such event.

## 9. Conditions Precedent

**9.1** The Bank is not obliged to make a Loan or Overdraft available unless:

**(a)** the Bank has received all the Conditions Precedent relating to that Loan or Overdraft in form and substance satisfactory to the Bank;

**(b)** no Event of Default has occurred; and

**(c)** no other event has occurred, and no information has been received by the Bank, which in the Bank's absolute opinion would make it inadvisable or undesirable for a Loan or Overdraft to be made available.

**9.2** If the Conditions Precedent are not satisfied or waived by the Bank within thirty (30) days of the Bank receiving a Request for a Loan or Overdraft, that Request shall be cancelled.

## 10. Payments

**10.1** Payments generally

**(a)** The Customer agrees to pay all applicable fees, costs, charges and expenses of the Bank in connection with the provision of a Loan or Overdraft. Details of such fees, costs, charges and expenses are set out in the relevant Request, the relevant Offer Letter or the Schedule of Charges. The Schedule of Charges is available at the Bank's branches, on the Bank's website or otherwise upon request.

**(b)** When due, the Customer authorises the Bank to debit the relevant Account of the Customer with the amount of any applicable fees, costs, charges, expenses, interest or commission set out in the relevant Request, the relevant Offer Letter or the Schedule of Charges.

**(c)** All amounts paid to the Bank are non-refundable and may not be applied as credit against any other amount due to the Bank.

**(d)** Where any Payment Date falls on a day other than a Business Day, the Customer shall make any payment of Liabilities due on that Payment Date on the following Business Day in the same calendar month or, if there are no remaining Business Days in that calendar month, the preceding Business Day.

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**(e)** The Customer agrees to make all payments in respect of a Loan or Overdraft in the currency of that Loan or Overdraft. If any payment is made in any other currency, the Bank reserves the right to convert such currency to the currency of the relevant Loan or Overdraft subject to the Bank's prevailing exchange rate on the date the payment is credited to the relevant Account. Any payment made will be credited to the relevant Account only on the date that the Bank actually receives the required funds.

A cheque shall be an acceptable form of payment of any amounts due in accordance with these Loan Conditions. Any payment by cheque shall only be considered as having been received by the Bank upon the proceeds of such cheque being credited to the relevant Account. The Bank may charge the Customer a fee specified in the Schedule of Charges for any cheque presented by the Customer and which is returned unpaid.

**(f)** The Customer may make a payment of any amounts due in accordance with these Loan Conditions by way of direct debit or account transfer from an account with the Bank.

**(g)** The Bank may at any time demand that the Customer provides security cheques, pledge over a deposit and/or any other collateral as security for the Liabilities incurred in respect of a Loan or Overdraft. The Customer authorises the Bank to present any security cheque for payment towards any Liabilities then due in respect of a Loan or Overdraft.

**(h)** If the Customer fails to pay any amount when due under the Loan Documents, the Customer shall pay:

**(i)** in respect of a Loan, interest on such overdue amount at the Default Interest Rate which will accrue from the due date for payment of the overdue amount up to the actual date of payment, on the basis of a year of 365 days;

**(ii)** in respect of each overdue Instalment, the late payment fee specified in the Schedule of Charges; and

**(iii)** in respect of an Overdraft, where the outstanding balance on the Account exceeds the Overdraft Limit, interest at the rate specified in the Schedule of Charges on the amount that exceeds the Overdraft Limit.

### 10.2 Payments in respect of Loans

**(a)** The Customer shall repay a Loan by paying the relevant Instalment on each Loan Payment Date. The Customer may not re-borrow any part of a Loan which is repaid but the Bank may, upon the Customer's request, agree to the amount of a Loan being increased from time to time. Any such request shall be subject to the procedures and policies of the Bank at the relevant time.



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**(b)** Interest will accrue on any Loan Amount at the rate specified in the relevant Request or Offer Letter and shall be calculated on the basis of the actual number of days elapsed during an Interest Period and a year of 365 days, unless otherwise stated or agreed by the Bank.

**(c)** The Customer shall pay interest accrued on any Loan Amount on each Loan Payment Date.

**(d)** On the Maturity Date of a Loan, the Customer shall pay the outstanding Loan Amount, accrued and unpaid interest together with any other Liabilities due in respect of that Loan.

**(e)** If the Customer repays a Loan in full prior to the Maturity Date relating to that Loan, in addition to paying the outstanding Loan Amount, accrued and unpaid interest and any other Liabilities due in respect of that Loan, the Customer may also be required to pay an early settlement fee in the amount set out in the Schedule of Charges.

**(f)** If the Customer pays an amount that is less than the Loan Amount by the Loan Payment Date, such amount shall be applied in the following order:

- (i) first, in discharge of any unpaid insurances or taxes (if any);
- (ii) secondly, in discharge of any unpaid fees, costs or expenses of the Bank;
- (iii) thirdly, in discharge of any accrued interest; and
- (iv) finally, in discharge of the remaining part of the Loan Amount.

**(g)** The amount to be debited by direct debit on the Loan Payment Date shall be the amount specified by the Customer at the time of applying for a Loan or the amount specified by the Customer in writing or through instructions given to the Bank. If there are insufficient funds in the account specified by the Customer at the time the direct debit is effected, the Customer authorises the Bank to overdraw that account for the required amount so as to make the direct debit payment.

**(h)** The Customer acknowledges and agrees that in circumstances where the interest rate is a variable interest rate, the aggregate of all Instalments due to the Bank may be more or less than the total Loan Amount (plus accrued interest and other Liabilities due in respect of the Loan). As such, the Bank may vary the frequency or amount of any Instalment(s) or extend the Maturity Date of a Loan in order to ensure that, in aggregate, the Customer is required to repay the total Loan Amount together with all accrued interest and any other Liabilities due in respect of that Loan to the Bank. The Bank shall inform the Customer of any such rebalancing payments or extended dates it may require.



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### 10.3 Deferral of Instalments

**(a)** Following the submission of a Request by the Customer, the Bank may agree to defer the payment by the Customer of any part of an Instalment and include that portion of such Instalment in a subsequent Instalment or a separate Instalment falling due after the original Maturity Date of the relevant Loan.

**(b)** The Customer acknowledges and agrees that the Bank may on not less than two (2) days' notice to the Customer defer the payment by the Customer of an Instalment unless the Customer notifies the Bank that the Customer does not agree to that deferral. Any such deferral may result in an extension of the Maturity Date.

**(c)** Interest on the portion of any Instalment that is deferred in accordance with this Clause shall accrue on a daily basis from the date that the Instalment was originally due until repayment of that Instalment is made in full. Interest shall continue to accrue at the rate specified in the Schedule of Charges in respect of the outstanding balance and shall be debited from the Customer's Account at the times determined by the Bank and notified to the Customer.

**(d)** A fee calculated in accordance with the Schedule of Charges will be payable for each deferral of any part of an Instalment and shall be debited from the Customer's Account on or around the date such deferral becomes effective.

**(e)** The Customer agrees that any deferral agreed by the Bank in accordance with this Clause is not a waiver of payment of any Liabilities.

**(f)** The Customer acknowledges and agrees that, depending on the terms of the deferral agreed by the Bank, the amount of an Instalment may be increased and/or the Customer may pay more in interest or fees and/or it may take the Customer longer to discharge all Liabilities outstanding than otherwise may be the case.

### 10.4 Payments in respect of Overdrafts

**(a)** Interest will accrue on any Overdraft Amount on a daily basis by applying the interest rate specified in the relevant Request or Offer Letter to the outstanding Overdraft Amount on each day.

**(b)** The Customer shall pay interest accrued on any Overdraft Amount on each Overdraft Payment Date.

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(c) Any amounts received by the Bank to be applied in payment of any amounts outstanding in respect of an Overdraft, shall be used by the Bank to reduce the amount outstanding under that Overdraft in such a manner as the Bank may determine in its sole and absolute discretion.

## 11. Insurance

**11.1** The Bank may arrange life and disability insurance cover fully or partially for the Customer for the term of a Loan or Overdraft, under which the Bank is named as the beneficiary.

**11.2** If the Customer is not eligible for life and disability insurance cover fully or partially arranged by the Bank, the Bank may require the Customer to separately obtain and maintain life and disability insurance fully or partially in the Customer's own name for the term of a Loan or Overdraft, with the Bank specified as the beneficiary. The Customer shall provide the Bank with a copy of the relevant policy at the date of each renewal of such policy and evidence that the premium relating to such policy has been paid.

**11.3** The Customer shall be responsible for payment of the premium in respect of any insurance policy that is required to be maintained by the Customer in accordance with these Loan Conditions. The proceeds of such insurance, when received, shall be used by the Bank to reduce any outstanding Liabilities under these Loan Conditions.

**11.4** The concerned insurance company may have a separate T&Cs for insurance product and will shared with customer at time loan disbursement.

## 12. Statements

**12.1** The Bank shall provide a statement to the Customer for each Loan and Overdraft made available by the Bank at such intervals as the Bank may decide.

**12.2** Unless otherwise requested by the Customer, statements shall be delivered by electronic mail to the Customer's registered electronic mail address in the Bank's records, by encrypted electronic mail through the Bank's Electronic Banking Services or any other electronic means. It is the Customer's responsibility to set up, maintain and regularly review the security arrangements concerning access to and use of the Customer's electronic mail and internet systems. Any statement delivered electronically will be deemed to constitute a statement as required by applicable law and shall, for all purposes, satisfy the Bank's obligations to deliver to the Customer such a statement.

**12.3** In circumstances where the Bank determines it is not reasonably practicable to deliver statements to the Customer electronically, the Bank may deliver such statements in any manner it considers appropriate.

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**12.4** It is the Customer's responsibility to review each statement (and acknowledge receipt where required by the Bank to do so) and notify the Bank of any discrepancy within thirty (30) Days of receiving it, failing which the statement shall be deemed to be correct (subject to the Bank's right to rectify any error) and accepted by the Customer. The Customer may not thereafter raise any objections to the statement and the statements maintained by the Bank as to the status of the Customer's Loan or Overdraft shall be conclusive and binding on the Customer.

**12.5** The Bank shall be entitled to rectify any error in any statement.

**12.6** It is the Customer's responsibility to notify the Bank if the Customer does not receive a statement or is otherwise unable to access a statement within thirty (30) days of the date on which the statement should have been received or made available to the Customer. The Bank shall not be liable for the Customer's non-receipt or late receipt of statements.

**12.7** The Bank may suspend the delivery of statements if it has grounds for believing that the Customer is not receiving such statements.

## 13. Events of Default

**13.1** Each of the following shall constitute an event of default in respect of any Loan (an "Event of Default"):

- (a)** the Customer fails to make payment on the due date of any amount due and payable under these Loan Conditions;
- (b)** the Customer or any Security Provider breaches or threatens to breach any covenant, undertaking, term, condition or provision of any Loan Document and fails to remedy any such breach or threat of breach within the time period stipulated by the Bank;
- (c)** any information or documents submitted by the Customer or any Security Provider for the purposes of obtaining or maintaining a Loan, is incorrect or misleading or any acknowledgment, undertaking or Loan Document entered into by the Customer or any Security Provider is or becomes invalid;
- (d)** the Customer or any Security Provider is declared bankrupt, insolvent or liquidated;
- (e)** the Customer or any Security Provider commits an act which constitutes grounds for an application for the Customer's or Security Provider's bankruptcy or enters into a composition or arrangement with, or makes a general assignment for the benefit of, the Customer's or Security Provider's creditors;

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- (f)** where the Customer has provided a Salary Transfer Letter as a Condition Precedent:
- (i)** the Customer changes employer, without providing the Bank with a new Salary Transfer Letter addressed to the Bank in form and substance acceptable to the Bank in its absolute discretion; or
  - (ii)** the whole or part of the salary of the Customer is transferred to any other person without the prior written consent of the Bank;
- (g)** the Customer loses residency status in the UAE;
- (h)** the Customer or any Security Provider fails to pay on the due date any amount payable by the Customer or such Security Provider under any other agreement, facility or arrangement with the Bank or with any other creditor;
- (i)** an attachment order is issued against any property or assets of the Customer or any Security Provider;
- (j)** legal proceedings, suits or actions of any kind whatsoever (civil or criminal) are instituted against the Customer or any Security Provider;
- (k)** the Customer or any Security Provider becomes unemployed, dies, loses their legal capacity or loses their primary source of income;
- (l)** any event or series of events occurs which, in the opinion of the Bank, may affect or prejudice the Customer's or any Security Provider's ability or willingness to comply with their respective obligations under any Loan Document;
- (m)** it becomes unlawful for the Customer or any Security Provider to perform or comply with their respective obligations under any Loan Document;
- (n)** in relation to an Auto Loan, an accident occurs which results in the total or partial loss of the Vehicle and, in the case of partial loss, which the Bank considers either:
- (i)** reduces the value of the Vehicle (notwithstanding any repairs made to the Vehicle); or
  - (ii)** renders the Vehicle's licence or registration no longer eligible for renewal; or
- (o)** any event or circumstance occurs which the Bank considers reduces the value of any asset which is the subject of Security.
- 13.2** Upon the occurrence of an Event of Default, and at any time thereafter, the Bank may:
- (a)** declare all Liabilities in respect of a Loan to be immediately due and payable whereupon all such Liabilities shall become immediately payable;

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- (b)** declare any unutilised portion of a Loan to be cancelled whereupon the same shall be cancelled;
- (c)** invoke all legal remedies available to the Bank in any jurisdiction, including, without limitation, enforcement of any Loan Document;
- (d)** Submit any check for payment that has been received as a conditional precedent;
- (e)** repossess and sell any Vehicle;
- (f)** require the Customer to cancel all payments out of any Account; or
- (g)** retain any assets of the Customer in the Bank's possession until the Bank is satisfied that all of the Customer's Liabilities due to the Bank are (or will be) irrevocably and unconditionally discharged, in each case, without further notice to the Customer or resorting to any further formal action, whether legal or otherwise.

## 14. Taxes

**14.1** The Customer is solely responsible for the Customer's tax affairs.

**14.2** Unless expressly provided to the contrary, all amounts expressed to be payable by the Customer are exclusive of any applicable taxes (including but not limited to value added tax (or any equivalent tax)). The Bank is authorised to debit any Account with, or otherwise withhold, the amount of any applicable taxes required to be charged or withheld by the Bank. If any applicable taxes are paid by the Bank on the Customer's behalf, the Bank shall be entitled to debit any Account for any such amount and/or the Customer shall promptly reimburse the Bank for such payment.

**14.3** The Bank may be required by law or by agreement with applicable tax authorities, to report certain information about the Customer (or, in the case of legal persons, the Customer's direct and indirect owners or the Customer's trustees and beneficiaries) and the Customer's relationship with the Bank, including information about any Loan or Overdraft provided by the Bank to the Customer:

- (a)** to the tax authorities in the country where the Bank maintains an Account for the Customer, which may then pass that information to the tax authorities in another country where the Customer may be subject to tax; or
- (b)** directly to the tax authorities in the Customer's country of nationality or residence or other countries where the Bank reasonably determines or is required to presume the Customer is subject to tax.

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**14.4** The Customer agrees to provide the Bank with any information (including declarations, certificates, documents, details of any special ruling or treatment applicable to the general nationality or category of person to which the Customer may belong) which the Bank may request (or which may otherwise be required) in connection with any tax, tax status or other applicable reporting requirements. The Customer must ensure that, when providing such information to the Bank, it is true and correct in every respect, not misleading in any way, and contains all material information relevant to the subject matter of the request. Should any information previously provided by the Customer become inaccurate or incomplete, the Customer must promptly notify the Bank.

## 15. Gross-up

**15.1** All amounts to be paid to the Bank must be paid in the currency specified and without (and free and clear of any deduction for) withholding (including on account of any tax), set-off or counterclaim.

**15.2** If the Customer is required by law to deduct an amount on account of tax from any Liabilities owed to the Bank, the Customer must increase the amount payable to the Bank so that, after any such deduction has been made, the amount received by the Bank is equal to the amount that the Bank would have received had no deduction been required.

## 16. Communication and Delivery

**16.1** Unless otherwise agreed, any communication to be made or delivered in connection with any Loan or Overdraft shall be made in writing. The Bank is entitled to deliver such communication in any format it deems appropriate (including in paper form or electronically).

**16.2** Without prejudice to the generality of the above, any communication may be delivered electronically (including through electronic mail or Electronic Banking Services), unless the Bank has prescribed a particular mode of delivery for a particular Loan or Overdraft, in which case, such communication shall not be validly sent or received unless the method of delivery prescribed by the Bank has been followed. Any communication delivered in electronic form shall constitute delivery of such communication “in writing” or in “written” form for the purposes of these Loan Conditions and any applicable laws and shall have the same legal effect as if such communication were delivered in paper form, signed by the Customer or the Bank (as applicable). The Customer will not challenge the admissibility of any such communication on the grounds that it is made in electronic form.

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**16.3** It is the Customer's responsibility to check all communications sent by the Bank and to keep such communication secure. The Bank provides no assurance that electronic communication is secure or error free and the Customer agrees that any communication transmitted electronically can be intercepted, lost, delayed or be virus infected.

**16.4** Any communication made by the Bank shall be validly given:

**(a)** if made or delivered electronically, when sent to the Customer's electronic mail address, mobile telephone or facsimile number (in each case, as notified by the Customer from time to time to the Bank) or made available through Electronic Banking Services, in each case, in readable form; and

**(b)** in all other cases, five (5) Business Days after being dispatched.

**16.5** Any communication delivered by the Customer to the Bank shall be validly given only when actually received by the Bank, at the place and in the manner specified by the Bank for such purpose.

**16.6** It is the Customer's responsibility to provide the Bank at all times with an up-to-date postal address, mobile telephone number and electronic mail address and to notify the Bank of any change of contact information previously provided to the Bank.

**16.7** The Customer agrees that all communications sent by the Bank to the Customer and any attachments are confidential to the Customer and the Customer shall delete or otherwise discard any communication sent in error by the Bank or addressed to a recipient other than the Customer.

**16.8** The Bank is entitled to rely on any communication sent to it by the Customer and is not under any obligation to verify the authenticity or accuracy of any such communication.

**16.9** Without prejudice to the generality of the above, the Bank may communicate with the Customer by telephone (including mobile phone). The Customer agrees that telephone conversations with the Bank may be recorded and agrees that any recordings so made are admissible as evidence in any court, arbitration or other proceedings.

## 17. Confidentiality

**17.1** The Bank shall keep all Confidential Information confidential but the Customer consents to the Bank disclosing all such Confidential Information, on a confidential basis:



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- (a)** to any member of the Invest Bank;
- (a)** to any Delegate to the extent necessary to enable the Bank to provide a Loan or Overdraft to the Customer, directly or indirectly;
- (b)** to any professional adviser of the Bank;
- (c)** to any exchange, depository, clearing house or settlement system, swap data repository or trade repository (whether local or global), where the Bank or a Delegate is required to disclose such Confidential Information;
- (d)** to any actual or potential permitted transferee or assignee (or, in each case, any of their agents or professional advisers) of the Bank's rights and obligations under these Loan Conditions or in connection with any business transfer, disposal, merger or acquisition undertaken by the Bank;
- (e)** to any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection to the Bank in connection with a Loan or Overdraft provided by the Bank;
- (f)** to the Etihad Credit Bureau, any other authorised credit reference agency or credit bureau, the Emirates Integrated Registries Company and the Customer fully acknowledges the consequences of such disclosure on the Customer's ability to access future financial products or services, whether from the Bank or any other party;
- (g)** as required by any applicable law;
- (h)** as required by any court, tribunal, regulatory, supervisory, tax, sanctions, governmental or quasi-governmental authority having jurisdiction over the Bank or that the Bank reasonably believes has jurisdiction over the Customer;
- (i)** as may be required in order to preserve or enforce any of the Bank's rights or remedies against the Customer; or
- (j)** as otherwise specified in these Loan Conditions.

**17.2** The Customer authorises the Bank to obtain information, on an ongoing basis, from the Etihad Credit Bureau, the Emirates Integrated Registries Company, the Central Bank of the UAE, banks and other financial institutions, the Customer's employer, references or any other body as the Bank deems appropriate, about the Customer's financial and non-financial affairs which includes but is not limited to the details of the Customer's banking facilities, financial position, income, contact information and any other information relating to the Customer (including Personal Data) which the Bank deems appropriate without any reference to the Customer.

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**17.3** To comply with certain of its legal or regulatory obligations, the Bank may centralise the processing of the Customer's information in one or more locations inside or outside the UAE.

**17.4** The Customer agrees to the processing and disclosure of the Customer's information in accordance with this Clause and to the transfer by the Bank, or its Delegates on the Bank's behalf, of the Customer's information to another country or countries for processing on behalf of the Bank. In this context, the Customer acknowledges that the Customer's information may be accessed under legal proceedings outside the UAE in such circumstances.

**17.5** The Customer agrees to the processing and disclosure of the Customer's information to a Co-Brand Partner or a subsidiary, associate, branch, assignee, service provider, insurer, agent or delegate of a Co-Brand Partner or other party the Bank deems appropriate to enable the Bank or the Co-Brand Partner to perform their obligations in relation to any benefit offered by the Co-Brand Partner in connection with a Loan or Overdraft.

**17.6** Where the Bank discloses Confidential Information in accordance with this Clause it shall, where reasonably practicable, take steps to ensure that the recipient of such Confidential Information will keep such information confidential.

## 18. Personal Data Protection

**18.1** The Bank is committed to providing a high level of protection regarding the processing of the Customer's Personal Data in compliance with applicable data protection laws and regulations.

**18.2** The Bank may collect, use, store, disclose or otherwise process the Customer's Personal Data for the following purposes:

- (a)** processing applications for a Loan or Overdraft, including assessing the Customer's suitability and performing necessary checks and risk assessments;
- (b)** effecting payments or transactions and completing instructions or requests (including by way of Electronic Banking Services) in connection with the provision of a Loan or Overdraft;
- (c)** monitoring and improving the Bank's website and its content;
- (d)** establishing and managing banking relationships and accounts;
- (e)** conducting market research and surveys with the aim of improving the products and services offered by the Bank;

## Loan Terms and Conditions

- (f)** marketing and promotion (including direct marketing), conducted with or without the support of Delegates engaged by the Bank;
- (g)** remaining competitive as well as developing and improving the Bank's products and services;
- (h)** preventing, detecting, investigating and prosecuting crimes (including but not limited to money laundering, terrorism, fraud and other financial crimes) in any jurisdiction through identity verification, government sanctions screening and due diligence checks;
- (i)** complying with applicable laws, regulations, policies, voluntary codes, judgments or court orders, as well as any request by any authority, regulator or enforcement agency or body in respect of any member of the Invest Bank;
- (j)** establishing, exercising or defending legal rights in connection with legal proceedings (including any prospective legal proceedings) and seeking professional or legal advice in relation to such legal proceedings; and
- (k)** surveillance of premises (including automated teller machines).

**18.3** The Personal Data requested by the Bank is necessary to provide a Loan or Overdraft. If it is not provided to the Bank, the Bank may be unable to comply with its legal or regulatory obligations or to provide the Customer with any type of Loan or Overdraft.

**18.4** The Customer's Personal Data processed by the Bank is kept in a form which permits the Customer's identification for no longer than is necessary for the purposes for which the personal Data is processed in accordance with legal, regulatory and statutory obligations. At the expiry of such periods, the Customer's Personal Data will be deleted or archived to comply with legal retention obligations or in accordance with applicable statutory limitation periods.

**18.5** As a data subject, the Customer may have the right at any time to request from any member of the Invest Bank, as far as permitted by applicable laws, regulations and/or banking industry guidelines, access to and rectification or deletion of the Customer's Personal Data. On legitimate grounds, the Customer is also entitled to request a restriction of the processing of the Customer's Personal Data or to object to such processing.

**18.6** In certain circumstances, the Customer may have the right to withdraw the Customer's consent to the processing of the Customer's Personal Data by the Bank. If the Customer withdraws such consent, the Bank may continue to process such Personal Data where required for its business operations. Any future withdrawal of consent will not affect the validity of any prior processing of Personal Data by the Bank.

## Loan Terms and Conditions

**18.7** The Customer is entitled to lodge a complaint with any competent data protection authority concerning the compliance of any member of the Invest Bank with applicable data protection laws.

**18.8** The manner in which the Bank collects, uses, stores, shares and protects the Customer's Personal Data, as well as the Customer's rights with respect to such Personal Data, are explained in more detail in the Privacy Statement which can be found [here Privacy Policy | [www.investbank.ae](http://www.investbank.ae)]. Unless expressly stated otherwise, the terms of the Privacy Statement apply to all Loans or Overdrafts and may be updated by the Bank in accordance with these Loan Conditions in order to comply with applicable data protection laws and regulations.

## 19. Security

**19.1** The Customer agrees to take any action (including execution of any additional documents) as the Bank may specify to perfect any security interest intended to be created under a Security Document or otherwise to facilitate the realisation or liquidation of the assets which are (or are intended to be) the subject of a security interest.

**19.2** The Customer further acknowledges and agrees that the Bank may, if it considers it desirable to do so, register the particulars of any arrangement entered into with the Customer with the Emirates Integrated Registries Company. The Customer waives any objection to such registration.

**19.3** Without prejudice to any other right or remedy which it may have, the Bank may enforce any security interest by disposing of, appropriating or exercising a right of set-off in respect of all or any part of the Security at its realisable market value (as determined by the Bank) and in such manner as the Bank deems expedient. The Bank shall apply the net proceeds received by it from such disposal, appropriation or set-off in or towards payment or discharge of any Liabilities due and payable by the Customer in such manner as it sees fit. The Bank shall not be responsible for any loss suffered by the Customer as a result of the enforcement of any security interest, power of sale or appropriation or right of set-off.

**19.4** The Customer agrees that the Bank has the right to visit or, authorise any Delegate (in or outside the UAE) to visit, the Customer's place of residence or employment to discuss and/or collect, any of the Customer's Liabilities that have become due. The Customer authorises the Bank to provide its Delegates with any information or documents pertaining to the Customer (including Confidential Information) and to take appropriate action on behalf of the Bank to collect such Liabilities. The Customer shall be liable to pay all costs of collections, including legal fees.

## 20. Set-Off

In addition to any other general right of set-off or other rights conferred by law or contract, each member of the Invest Bank shall be entitled, at any time, to set off any credit balances in an account held by, or any other amount due to the Customer from, the Bank or any other member of the Invest Bank, against all or any part of the Customer's Liabilities (in whatever currency such Liabilities are denominated).

## 21. Compliance

**21.1** The Customer acknowledges and agrees that the Bank is subject to strict legal and regulatory requirements in relation to the provision of Loans and Overdrafts and the operation of any Account. Nothing in these Loan Conditions will oblige the Bank to do, or refrain from doing, anything that might, in the Bank's opinion, amount to a breach of any:

- (a) law;
- (b) order of any competent court or other authority having jurisdiction over the Bank, any other member of the Invest Bank, a Delegate or the Customer;
- (c) duty of care; or
- (d) economic, financial or trade sanction or embargo.

**21.2** The Customer confirms that it complies with, and undertakes to continue to comply with, all legal and regulatory obligations to which it is subject, including (without limitation) those relating to the prevention of bribery, corruption, fraud, money laundering and terrorist activity and the provision of financial and other services to persons or entities which may be subject to sanctions.

**21.3** The Customer agrees that the Bank may take whatever action it considers appropriate to meet any obligations, either in the UAE or elsewhere in the world, relating to the prevention of bribery, corruption, fraud, money laundering and terrorist activity and the provision of financial and other services to persons or companies who may be subject to sanctions (whether in the form of economic, financial or trade sanctions or embargo or otherwise). This may include, but is not limited to, the freezing of funds in an Account, investigating and intercepting payments into and out of any Account (particularly in the case of international transfers of funds) and investigating the source of or intended recipient of any funds. It may also include making enquiries to establish whether a person is subject to sanctions. This may delay the carrying out of the Customer's instructions or the receipt of cleared funds.

## Loan Terms and Conditions

**21.4** The Customer agrees to take all such steps as the Bank may require in order to enable the Bank to comply with its legal and regulatory requirements as set out above.

**21.5** The Bank may report any suspicious or illegal activities or transactions to the competent authorities whether in the UAE or elsewhere.

**21.6** The Bank is not entitled to charge interest on accrued interest by operation of law and nothing in these Loan Conditions shall be construed, interpreted or applied in such a manner.

## 22. Use of Third Parties

**22.1** The Bank is authorised to delegate from time to time any of its duties under these Loan Conditions to such Delegate as it may think fit.

**22.2** The Customer acknowledges that:

- (a)** any Delegate will act in accordance with applicable laws in the jurisdiction where that Delegate is located;
- (b)** any Delegate may be permitted to delegate the duties delegated to it by the Bank and the Bank may have no direct enforceable rights against the ultimate delegate; and
- (c)** the Bank may only have contractual rights against a Delegate.

**22.3** The Bank may (and is authorised by the Customer to) introduce or refer the Customer directly to such Delegates to provide any services directly.

**22.4** The Bank may open accounts (whether in the name of the Bank or the name of the Customer) with any Delegate appointed in accordance with these Loan Conditions.

**22.5** The Customer shall be responsible for any fees, costs or expenses payable to any Delegate.

## 23. Indemnity and Limitation of Liability

**23.1** Except in the case of the Bank's fraud, gross negligence or willful misconduct, the Customer shall indemnify the Bank for any claims, demands, losses, damages, liabilities, actions, suits, proceedings, costs and expenses (including legal and any other professional advisers' fees) and any other liability of whatever nature or description howsoever arising that the Bank suffers as a result of any third-party claims brought against it in connection with (i) the Bank providing a Loan or Overdraft to the Customer, or (ii) the Bank acting on the Customer's instructions.



## Loan Terms and Conditions

**23.2** The Bank may debit an Account with all costs and expenses incurred by the Bank arising out of the Bank enforcing these Loan Conditions.

**23.3** The Bank shall only be liable to the Customer for direct loss, which has been finally judicially determined to have been caused by the Bank's fraud, gross negligence or willful misconduct.

**23.4** The Bank shall not be liable for any representations or promotions made by or obligations of a Co-Brand Partner in respect of any benefits that are provided by a Co-Brand Partner in connection with a Loan or Overdraft.

**23.5** Nothing in this Clause or these Loan Conditions shall operate as a limit or exclusion of the Bank's liability in respect of a duty owed by the Bank to the Customer under applicable law, other than as permitted by applicable law.

## 24. Variation

**24.1** Subject to applicable law, the Bank may at any time vary the terms and conditions applicable to any Overdraft or Loan, its Schedule of Charges and these Loan Conditions (and such amendments may impose additional obligations on the Customer). Notice of any such amendments shall be given by the Bank in any manner the Bank deems sufficient to bring notice of the amendments to the attention of the Customer, including (without limitation) by updating any printed versions of such terms and conditions, Schedule of Charges or Loan Conditions made available at the Bank's branches or uploading the amended terms and conditions, Schedule of Charges or Loan Conditions to the Bank's website or otherwise making such amended terms available electronically. The Customer acknowledges and agrees that the period of notice of a variation may vary depending on the nature of the variation, however, in all cases, the Bank shall comply with applicable law when implementing any variation, including as to the period of notice provided.

**24.2** Any amendments made by the Bank in accordance with this Clause shall be effective from the date specified by the Bank.

**24.3** By continuing to borrow a Loan or use an Overdraft, the Customer shall be deemed to have accepted the terms and conditions applicable to that Account, Loan or Overdraft as in force at the relevant time.

**24.4** If the Bank varies any applicable terms and conditions in accordance with this Clause and the Customer (a) does not agree to such changes and (b) notifies the Bank within 30 days of notice of such variation, the Customer may settle the Loan or Overdraft in full on the later of (i) the expiry of the period specified in paragraph (b) or (ii) the date upon which the changes become effective.



## **25. Customer's Instructions**

**25.1** The Bank may act on any instruction (in any format and sent or received via any channel acceptable to the Bank) and is authorised to debit an Account of the Customer if it reasonably believes such instructions have been given by the Customer. The Bank has no obligation to verify the authenticity or validity of any instructions. If the Bank doubts the clarity, authenticity or validity of any instruction, it may delay or refuse to carry out such instruction until confirmed by the Customer. Any instruction that has been verified in a secure manner specified by the Bank shall be considered conclusively to have been given by the Customer. If the Customer has reason to believe that any instructions given to the Bank are unauthorised or fraudulent, the Customer must immediately notify the Bank. Unless and until otherwise notified by the Customer, all instructions received by the Bank which comply with these Loan Conditions shall be deemed to have originated from the Customer, and the Bank shall be entitled to rely on such instructions without any further investigation or enquiry. The Customer acknowledges and agrees that the Bank may not be able to reverse or nullify any transaction executed based on instructions received prior to the Customer notifying the Bank in accordance with this Clause.

**25.2** The Customer must always ensure the availability of sufficient funds in an Account or make other arrangements with the Bank in order to meet any instruction issued by the Customer.

**25.3** The Bank has no obligation to process or act on an instruction if, in its absolute opinion, acting on such instructions may result in a breach of any applicable law or any economic, financial or trade sanctions or embargo or the Bank's internal policies or procedures.

**25.4** The Bank shall not be obliged to process any instruction until it has received all such information as it requires from the Customer.

**25.5** The Customer is responsible for the accuracy of all of the Customer's instructions to the Bank. Neither the Bank nor any of its Delegates shall be liable for any error, omissions, mutilation, interruption or delay occurring in the transmission of such instructions.

**25.6** All instructions received by the Bank shall be subject to cut-off times and daily limits (if any) prescribed by the Bank from time to time.

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**25.7** Once the Customer submits an instruction, the Customer acknowledges that the Bank may not, in certain circumstances, be able to process a request for the cancellation, reversal, stop payment or amendment of any previous instruction. However, if the Customer's request to cancel, reverse, stop payment or amend a previous instruction is received by the Bank in reasonable time and in compliance with applicable law, the Bank's requirements and these Loan Conditions, the Bank shall use its reasonable endeavours to comply with such request.

## 26. Miscellaneous

**26.1** The Customer authorises the Bank to engage in all internationally accepted banking practices when providing a Loan or Overdraft.

**26.2** The Customer agrees that the invalidity, illegality or unenforceability of any part of these

Loan Conditions under any law of a particular jurisdiction shall not prejudice or affect:

**(a)** the validity, legality or enforceability of any other provisions of these Loan Conditions; or (a) the validity, legality or enforceability of the Loan Conditions under the laws of any other jurisdiction.

**26.3** The Customer agrees that the Bank shall have the right to assign and transfer any of its rights and obligations under these Loan Conditions to any party without the need to obtain prior consent from the Customer. The Customer has no right to assign any of the Customer's rights and obligations under these Loan Conditions without the Bank's prior written consent.

**26.4** Each of the Bank's rights and remedies provided in these Loan Conditions are cumulative and not exclusive of any rights or remedies provided by law. Nothing in these Loan Conditions shall operate to remove, exclude or restrict any of the rights or remedies which the Bank may have at law. Any delay or omission on the part of the Bank in exercising or enforcing (whether wholly or in part) any right or remedy available to the Bank shall not be construed as a waiver of such right or remedy. No single or partial exercise of any right or remedy shall prevent any further or other exercise of any other right or remedy.

**26.5** These Loan Conditions, and the rights created under them, may not be waived except in writing signed by the Customer and the Bank and such waiver is only effective for the purpose for which it is given.

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**26.6** The Customer agrees that the Bank's records (whether in paper, electronic, data or other form) of a communication, report, statement or transaction are conclusive evidence of their contents or the Bank's receipt or non-receipt of them, and any certificate issued, or decision made, by the Bank about a matter or an amount payable in connection with these Loan Conditions, is conclusive and binding.

**26.7** If there is any dispute in connection with the content of the Bank's records, the Bank's decision is conclusive and binding.

**26.8** Any provisions relating to or containing disclaimers, limitations on liability, indemnities, disclosure of information, rights of retention and security over any assets, set-off and tax shall survive the termination of these Loan Conditions.

## 27. Governing Law and Jurisdiction

**27.1** These Loan Conditions, including any non-contractual obligations arising out of or in connection with them, shall be governed by the laws of the UAE.

**27.2** The Bank and the Customer agree to the exclusive jurisdiction of the courts of the UAE to settle any dispute arising out of or in connection with these Loan Conditions, any Loan, Overdraft or other transaction or matter between the Bank and the Customer provided that the Bank may bring proceedings in any other jurisdiction if it deems appropriate.

**27.3** The Customer irrevocably waives all immunity (whether on the grounds of sovereignty or otherwise) that the Customer or any of the Customer's assets or revenue may otherwise have in any jurisdiction from:

- (a)** the service of any process against the Customer or the Customer's assets;
  - (b)** any proceedings (whether for an injunction, specific performance, damages or otherwise) that the Bank may bring against the Customer or the Customer's assets;
  - (c)** any attachment of the Customer's assets (whether before or after judgment); and
  - (d)** any execution of a judgment against the Customer,
- and, in each case, shall ensure that neither the Customer nor any person acting on the Customer's behalf will raise, claim or cause to be pleaded any such immunity at, or in respect of, any such action or proceeding.

## Glossary

**Account:** The Customer's current account and/or any other account held by the Customer with the Bank in relation to a Loan or Overdraft.

**Authorised Signatory:** Any person authorised by the Customer (and approved by the Bank) to deal with the Bank in respect of a Loan or Overdraft, submit a Request, give instructions or otherwise perform any of the obligations set out in these Loan Conditions, in each case, on behalf of the Customer.

**Auto Loan:** Any loan to be made available to the Customer by the Bank for the purposes of purchasing a Vehicle.

**Business Day:** Any working day in the UAE on which the Bank is open for business.

**Co-Brand Partner:** A person with whom the Bank has partnered to make available certain benefits that the Customer may enjoy in connection with a Loan or Overdraft.

**Conditions Precedent:** The conditions to be satisfied by the Customer before the Bank makes available a Loan or Overdraft set out in an Offer Letter or a Request.

**Confidential Information:** All information relating to the Customer that is, as a matter of law or contract, confidential in nature, provided that, notwithstanding anything to the contrary in any other document, any information that:

- (a) is publicly available at the time it is provided or subsequently becomes publicly available other than as a result of a breach of a duty of confidentiality by the Bank;
- (b) was known to the Bank (without an obligation of confidentiality to the Customer) before its disclosure by the Customer;
- (c) is independently developed by the Bank without recourse to information disclosed to it by the Customer; or
- (d) is rightfully obtained on a non-confidential basis from a person other than the Customer, provided that the person is not known by the Bank to be bound by an obligation of confidentiality in relation to that information,

shall not be considered "Confidential Information" for the purposes of these Loan Conditions and will therefore not be subject to any duty of confidentiality.

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**Default Interest Rate:** The default interest rate set out in the relevant Request or Offer Letter or in the Schedule of Charges.

**Delegate:** Any agent, adviser, banker, broker, correspondent, dealer, nominee, market professional, contractor, vendor (including its subcontractors), custodian or other third party that the Bank may appoint to facilitate the provision by the Bank of a Loan or Overdraft to the Customer, directly or indirectly, or to remain competitive.

**Electronic Banking Services:** Banking services made available over the telephone or a mobile phone, through the Bank's websites or through mobile banking applications which allow the Customer to access certain services offered by the Bank through electronic means.

**Emirates Integrated Registries Company:** The Emirates Integrated Registries Company established pursuant to UAE Federal Law No. (4) of 2020 or any successor.

**Etihad Credit Bureau:** The Al Etihad Credit Bureau established pursuant to UAE Federal Law No. (6) of 2010 or any successor.

**Event of Default:** Has the meaning given to that term in Clause 14.1.

**Invest Bank:** The Bank, its branches, any subsidiary or other person controlled by the Bank, or any person under common control with the Bank, in each case, whether directly or indirectly and whether inside or outside the UAE.

**Instalment:** The payments of the principal and any other amounts in respect of a Loan to be made by the Customer on the Loan Payment Dates specified in the Offer Letter or Request relating to that Loan.

**Interest Period:** Each period specified in the Offer Letter or Request relating to a Loan so that:

**(a)** the first Interest Period shall commence on the date that Loan is first borrowed and end on the first Loan Payment Date in respect of that Loan;

**(b)** each subsequent Interest Period shall commence on the day immediately following a Loan Payment Date in respect of that Loan and end on the next Loan Payment Date in respect of that Loan;

## Loan Terms and Conditions

- (c) if any Interest Period would otherwise end on a day which is not a Business Day, it shall instead end on the following Business Day in the same calendar month or, if there are no remaining Business Days in that calendar month, the preceding Business Day;
- (d) if any Interest Period of a number of months commences on a day for which there is no numerically corresponding day in the month in which it is due to end, it shall end on the last Business Day of that month; and
- (e) an Interest Period that would otherwise terminate after the Maturity Date in respect of that Loan shall be shortened to end on the Maturity Date in respect of that Loan.

**Joint Borrowers:** Two or more persons who together borrow a Loan or use an Overdraft.

**Joint Loan:** A Loan made available to Joint Borrowers.

**Joint Overdraft:** An Overdraft made available to Joint Borrowers.

**Liabilities:** All present and future indebtedness, liabilities and obligations (including (without limitation) any obligations owed by the Customer in connection with Clause 24 (Indemnity and Limitation of Liability)) at any time owed by the Customer to the Bank or any other member of the Invest Bank, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity including all interest and charges incurred thereon.

**Loan:** A Personal Loan or an Auto Loan.

**Loan Amount:** At any time, the outstanding principal amount of a Loan.

**Loan Document:** These Loan Conditions, any Request, any Offer Letter, any Security Document and any other document designated by the Bank as a Loan Document.

**Loan Payment Date:** The date on which an Instalment is to be paid, as specified in the Offer Letter or Request relating to the relevant Loan.

**Maturity Date:** The date specified in the Offer Letter or Request relating to a Loan, or such other date specified by the Bank on which that Loan is to be repaid in full.

**Offer Letter:** An offer letter issued by the Bank to the Customer for a Loan.

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**Overdraft:** A type of uncommitted revolving credit facility made available by the Bank to the Customer up to the Overdraft Limit for a period of time.

**Overdraft Amount:** At any time, the amount utilised by the Customer in respect of an Overdraft.

**Overdraft Limit:** The maximum amount that the Customer is permitted to overdraw an Account.

**Overdraft Payment Date:** The date on which interest and any other applicable amount in respect of an Overdraft is to be paid as specified in the Offer Letter or Request relating to that Overdraft.

**Payment Date:** A Loan Payment Date or an Overdraft Payment Date.

**Personal Data:** Any information relating to an identified or identifiable natural person. For the purposes of this definition, an “identifiable natural person” is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, or to one or more factors specific to the biological, physical, biometric, genetic, mental, economic, cultural or social identity of that natural person.

**Personal Loan:** A personal loan made available to the Customer by the Bank.

**Privacy Statement:** The Bank’s privacy policy statement, as amended from time to time and which can be found [here Privacy Policy | Invest Bank - UAE ([www.investbank.ae](http://www.investbank.ae))].

**Request:** Any standard application or request form (in any format and sent or received through any channel acceptable to the Bank) for requesting a Loan or Overdraft or giving an instruction in the form prescribed by the Bank from time to time.

**Salary Transfer Letter:** A letter from the Customer’s employer confirming that the Customer’s salary shall be paid directly into the relevant Account.

**Schedule of Charges:** The Bank’s schedule of fees and charges or tariff board for Loans and Overdrafts as applicable from time to time and made available to the Customer.

**Security:** Any guarantees and/or security specified in an Offer Letter or Request and such other guarantees and/or security as the Bank may require from time to time from the Customer or any Security Provider to guarantee and/or secure the Customer’s obligations in respect of a Loan or Overdraft.



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**Security Document:** Any Vehicle Mortgage, guarantee or other security document specified in an Offer Letter or Request as well as any other document required by the Bank to be executed to guarantee and/or secure the Customer's obligations in respect of a Loan or Overdraft.

**Security Provider:** Any third party providing Security to the Bank in connection with the Customer's obligations in respect of a Loan or Overdraft.

**UAE:** The United Arab Emirates.

**Central Bank of the UAE:** The Central Bank of the UAE organised under UAE Federal Law No. (14) of 2018 Regarding the Central Bank & Organisation of Financial Institutions and Activities, or any successor.

**Vehicle:** The vehicle specified in a Request for an Auto Loan.

**Vehicle Mortgage:** The first priority mortgage over a Vehicle registered in favour of the Bank to secure the Customer's obligations under an Auto Loan.

**Unless a contrary indication appears, any reference in these Loan Conditions to:**

- (a)** "assets" includes present and future properties, revenues and rights of every description;
- (b)** the "Bank" or the "Customer" shall be construed so as to include their respective successors in title (including, without limitation, successors by merger or by operation of law), permitted assigns and permitted transferees;
- (c)** a "communication" to be made or delivered in connection with a Loan or Overdraft shall be construed so as to include an instruction, direction, notice, demand, document or other information to be made or delivered in connection with such Loan or Overdraft;
- (d)** the "Customer" shall be construed so as to include the Customer's Authorised Signatories and, in circumstances where a Loan or Overdraft is a Joint Loan or Joint Overdraft (as applicable), the "Customer" shall be construed as a reference to all Joint Borrowers;
- (e)** a "document" is a reference to the same as amended, varied, supplemented, replaced or restated in any manner from time to time, in each case as interpreted by the Bank;
- (f)** a provision of "law" is a reference to any applicable local or foreign law, regulation, ordinance, decree or treaty as amended or re-enacted;

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- (g)** a “person” includes any individual, firm, company, corporation, government, state or agency of a state or any association, joint venture, consortium, partnership, sole proprietor or other entity (whether or not having a separate legal personality);
- (h)** a “regulation” includes any regulation, rule, official directive, requirement, standards or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (i)** the Bank being required to make a decision or determination, take any action, express an opinion, satisfy itself, or exercise a right or remedy shall be a reference to any such action being taken by the Bank in its sole and absolute discretion; and
- (j)** a time of day is a reference to Sharjah time.