

## **NAJM ONLINE TERMS & CONDITIONS**

**In addition to the terms and conditions, if any, applicable to the relevant Card and Account, the following terms and conditions are applicable to the Service.**

### **1. Definitions**

"Accounts" means the account or accounts of the Subscriber with MAF Finance which shall be accessible and operated by the Subscriber through, inter alia, the Service;

"Agreement" shall mean the terms and conditions contained herein;

"Card" means the relevant Najm credit card issued by MAF Finance;

"Charges" means any amount payable by the Subscriber for any instructions made through the Service as applicable. Details of Charges can be found on MAF Finance's website. MAF Finance reserves the right to update such Charges at any time;

"Financial Transactions" mean all Functionalities which involve financial approval;

"Functionalities" mean all Financial and Non-Financial Transactions available on the Service;

"MAF Finance" means Majid Al Futtaim Finance LLC and shall include the Head Office or any other branch of Majid Al Futtaim Finance LLC and, where applicable, includes its affiliates, successors and assigns;

"Najm Online" is the brand name of the Najm site, portal and application launched by MAF Finance;

"Non-Financial Transactions" means all the functionalities which do not involve any financial approval;

"Password" means the secret alphanumeric code set and maintained by each User, which together with the Username allows a User to access the Service;

"Registration" means the process whereby the User logs on the first time to the Najm Online site using his registered mobile number and the last 4 digits of his primary card and when prompted selects and sets a Username and Password of his choice. This process will allow the user to log-in to Najm Online portal and mobile application to access the Service;

"Service" means all or any of the Functionalities currently provided by MAF Finance on Najm Online from time to time and is in addition to and in conjunction with any other services provided via other channels of MAF Finance;

"Subscriber" means the customer of MAF Finance to whom the Services are provided;

"User" means a person who accesses the Service through Najm Online;

"Username" means the username set by the User at Registration. It allows an authorized User to access the Service when used in conjunction with the Password.

## **2. Use of the Service**

2.1 Use of the Service is permitted only upon MAF Finance allowing access to the Subscriber in its sole discretion. MAF Finance reserves the right to require further documentation from the Subscriber prior to allowing such access.

2.2 Upon access to the Service being permitted to the Subscriber through the Registration processes, the Subscriber has access to all applicable Functionalities comprised therein and, for the purpose of his/her own use and records only, may (a) download and store data on hard disk and (b) print a hard copy of certain pages.

2.3 Where the Service is made available in respect of an Account in two or more names, it is acknowledged that, irrespective of whether the mode of operation of such Account is joint or single, the Service may be accessed by one Subscriber acting alone.

## **3. Instructions and Transactions**

3.1 The Subscriber irrevocably authorises MAF Finance to accept and act upon instructions for Financial and Non-Financial Transactions given to MAF Finance via Najm Online at the Subscribers own risk and responsibility and the Subscriber will be bound by such instructions.

3.2 The Subscriber shall be liable for all monies due and liabilities incurred arising from instructions given by him, in accordance with the Charges.

3.3 The Subscriber accepts that any payment request submitted to MAF Finance via Najm Online cannot be treated as evidence of MAF Finance having paid or agreed to pay the sum so requested.

3.4 The Subscriber accepts that the cut-off time for a business day is the same as MAF Finance's normal business timings in the United Arab Emirates from Saturday to Thursday. All requests received after the cut-off time or on a Bank holiday will be deemed to have been received on the following business day.

3.5 The Subscriber agrees that MAF Finance shall in no circumstances be liable for any loss or damage arising from payment requests submitted to MAF Finance where the time of receipt of such requests by MAF Finance does not fall during the normal business timings of MAF Finance.

3.6 The Subscriber accepts that any transaction will be completed as and when the process is successfully concluded, provided all other requirements are met. The Subscriber acknowledges that access to some Functionalities may require additional processing which may take time, for example, because of differences in time, business hours and business days between the place where the instruction is received and the place of the account to be debited or credited.

3.7 MAF Finance will not act on any instructions via public e-mail nor will MAF Finance or the Subscriber transmit to the other any information of a sensitive nature via public e-mail. In the event that public e-mail system is used by the Subscriber, MAF Finance shall in no circumstances be liable for any loss or damage arising from such use.

3.8 MAF Finance shall not be responsible for any payments to any third party arising out of erroneous input by the Subscriber.

3.9 The Subscriber shall ensure sufficient drawing powers in any account before making transfers. If for any reason an account is overdrawn by use of the Service, the Subscriber shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other account(s) and payment of relevant Charges.

3.10 The Subscriber hereby acknowledges all debits arising from the use of the Service and considers that MAF Finance's books, entries and registers shall be final and conclusive evidence of the correctness of any transaction.

#### **4. Right of set-off**

MAF Finance reserves the right, at any time and without giving prior notice, to combine or consolidate all or any of the Subscriber's Account(s) to the credit of anyone or more of such account(s) in or towards the satisfaction of any liabilities to MAF Finance. The combinations, consolidations, set-off and transfer referred to herein may be made as and when required and at the absolute discretion of MAF Finance.

#### **5. Charges and Fees**

MAF Finance reserves the right to debit the Subscriber's account with charges applicable for transactions in respect of the Service.

#### **6. Security**

6.1 MAF Finance undertakes to use reasonable care that the Password does not become known to any of MAF Finance's employees or agents. It is the responsibility of the Subscriber to set the Password at inception and to change it as and when required in order to secure confidentiality and security of the Password.

6.2 The Subscriber undertakes not to disclose his/her Password to any other person and the Subscriber is entirely responsible for ensuring that the Password is kept secret and not used by any one else for any fraudulent purpose. In the event of the Password becoming known to someone other than the Subscriber, that person may be treated by MAF Finance as an authorised User and MAF Finance shall not be responsible for any loss or damage which may occur as a result of the Password become known to others. If the Subscriber knows or suspects that someone else has learned his/her Password the Subscriber shall notify MAF Finance immediately.

6.3 The Subscriber agrees and undertakes to treat the access rights, documentation or any other information related to the Service, strictly private and confidential at all times.

6.4 All technology based devices and method of electronic authentication for the security and integrity of electronic data and electronic communications transmission and identification of the sender may be subject to change, at the sole discretion of MAF Finance. MAF Finance is not obliged to give prior notification to the Subscriber for any technological change.

6.5 MAF Finance owns all information stored and transmitted through Najm Online and shall have the right to review, monitor, change or delete such information for security, administration or any other purpose. The Subscriber acknowledges that MAF Finance shall not be obliged to provide the Subscriber any type of hardware and/or software for enabling the usage of Najm Online and/or the Service.

## **7. Limitation of Liability**

7.1 With the exception of gross negligence and/or wilful misconduct committed by MAF Finance, the Subscriber shall be responsible for any damage or loss incurred by the Subscriber or by MAF Finance resulting from the use of the Najm Online and/or the Service and the Subscriber is fully liable to indemnify MAF Finance, their officers, directors, employees, agents for any loss or damage, howsoever caused, resulting from the use of Najm Online and/or the Service.

7.2 MAF Finance shall not be liable in any manner or form for providing the Service including but not limited to (a) if the Subscriber is unable to access and/or utilize the Service due to any reason beyond MAF Finance's control including any technical, communication or network malfunction or breakdown; (b) for any loss or damage that may arise or be incurred directly or indirectly by reason of MAF Finance carrying out the Subscriber's transactions or instructions or from any malfunction or failure of Najm Online; (c) for any change, alteration, additions or deletions to this Agreement, Najm Online, the Service, the systems of operation of Najm Online or the daily cut-off times; or (d) for any partial, incomplete, late or failed transfer or bill payment to any payee nominated under the Service due to reasons beyond MAF Finance's control.

## **8. Subscriber Information**

The Subscriber shall inform MAF Finance immediately in writing of any changes to its details as submitted on any document pertaining to Najm Online and/or the Service.

## **9. The Subscriber's Equipment**

The Subscriber is solely responsible for ensuring that the computer and other equipment with which the Subscriber or any User accesses and uses the Service are suitable for such use and are functioning properly (including at any time providing sufficient storage for downloading data to disc or paper for printouts). MAF Finance accepts no liability if the Subscriber suffers any loss or damage because an item of the Subscriber's equipment is unsuitable or not functioning properly.

## **10. Provision of Service**

MAF Finance shall not be obliged to provide the Service or any part of it at all times or during any particular hours and may withdraw, suspend or restrict the Service.

## **11. Communication**

11.1 MAF Finance may record and shall keep record of the Subscriber's electronic or other written communications for as long as MAF Finance considers appropriate.

11.2 Communications sent by means of the Service, which is accessed by the Username and Password, shall be treated as satisfying any legal requirement that a communication should be signed and in writing.

11.3 Communications sent by means of the Service shall be deemed to be delivered upon receipt.

## **12. Linking**

MAF Finance does not accept any responsibility or liability for enabling the Subscriber to link to another web-site, or the contents of any other site, whether one from which the Subscriber may have been

linked or to which the Subscriber may link from the web-site, or any consequence of acting upon the contents of another web-site.

### **13. Events Beyond Bank's Control**

13.1 MAF Finance shall not be liable for any delay or failure of Najm Online and/or the Service arising from any cause or causes beyond its control, including (without limitation) act of God, act of government or regulatory authority, war, fire, flood, explosion, terrorism, riot or civil commotion, or non-availability, non-functioning or malfunctioning, computer viruses, interruption or disruption of utilities, internet service provider(s), or broadcast, telecommunications or other network systems or services.

13.2 MAF Finance shall not be held liable for any harm caused by transmission through Najm Online, of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt or otherwise impede in any manner the operation of Najm Online and/or the Service or any of the Subscriber's software, hardware, data or property.

### **14. Updates**

MAF Finance reserves the right to alter any of its procedures concerning access to and use of the Service.

### **15. Termination**

MAF Finance reserves the right, in its sole discretion, to terminate the Subscriber's use of the Service immediately without giving prior notice to the Subscriber.

### **16. Events of Default**

MAF Finance may terminate the access to the Service with immediate effect:

16.1 if the Subscriber ceases to maintain an Account with MAF Finance in the United Arab Emirates;

16.2 if the Subscriber's relationship with MAF Finance has terminated;

16.3 if the Subscriber notifies MAF Finance of changes in the status of the Subscriber which are unacceptable to MAF Finance.

### **17. Waiver**

No failure or delay on the part of MAF Finance to exercise any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any partial exercise by MAF Finance of any power, right or remedy prevent any other alternative exercise thereof or the exercise of any other power, right or remedy. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

### **18. Severability**

Each of the provisions of this Agreement are severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

## **19. Governing Law**

The terms and conditions contained herein shall be governed and interpreted in accordance with the laws of the United Arab Emirates as applied in Dubai. In the event of a dispute arising in relation to the use of the Service, it shall be resolved by courts of Dubai, provided that MAF Finance may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside the UAE.

## **20. Privacy Policy**

The MAF Finance privacy policy is incorporated into this Agreement and is found by accessing the following link:-

<https://www.maffinance.com/about-us/privacy-policy/>

We reserve the right to revise or supplement this privacy policy from time to time at our sole discretion and you agree to revisit this page regularly to ensure that you are familiar with the most current version. By continuing to access or use Najm Online you will be agreeing to any such changes.

The Subscriber confirms having read, understood and accepted the above terms and conditions in acknowledgement of which he/she has submitted this Agreement to MAF Finance.