

Terms & Conditions: For execution of trading transactions via the Internet

In these Terms & Conditions, the following terms shall have the meanings indicated opposite thereto below:

"MS": means Mashreq Securities.

"Customer" or **"User"**: means any natural or juristic person who sets up an account under his/her name with the MS and subscribes to MS Service.

"Service": means "Mashreq Securities Internet" Service for execution of local shares trading transactions via the Internet.

1. Local shares trading transactions via the Internet shall include those services the MS shall determine, in its sole discretion, to be covered in the Service as it deems fit from time to time. The Service does not constitute an offer for or solicitation to the Customer to subscribe to any of the investment services provided by the MS.
2. The Customer hereby authorizes the MS to accept and act upon electronic instructions submitted via the Internet and to respond to any Customer inquiries so received.
3. The Customer acknowledges and consents that MS has advised him/her, and that he/she has taken note, of current technology restrictions and limitations, limitations and restriction on "Mashreq Securities Internet" Service utilization, that Service availability without interruption depends on technology applications and level of compliance with the restrictions on Service utilization, and accordingly hereby releases MS from any and every liability which may arise as a result of Customer's inability to use the Service for any reason whatsoever.
4. The MS will charge the Customer the agreed fees (in consideration for subscription, continuous availability and utilization of the Service) as the MS may prescribe from time to time. The MS reserves the right to alter any fees at anytime immediately after notification to the Customer who hereby authorizes the Bank to charge the fees to any of the Customer accounts held with his/their Bank.
5. The MS reserves the right to refuse to provide the Service to any customer for any reason whatsoever, and to refuse to act upon or respond to any instructions or queries it may receive from the Customer via the Internet without stating any reasons. Customer agrees that it will not hold MS liable for any such refusal.
6. The Customer shall keep strictly confidential his/her own USER ID and Password(s), and undertakes to never disclose his/her USER ID to any third party including Bank employees. Accordingly, the MS does not accept liability for any claim or loss resulting from disclosure of the Customer's Password or transactions passed over the account that are not performed by the Customer. If the Customer suspects that any person has knowledge of his/her Password(s), the Customer must immediately notify the MS verbally, written confirmation to follow. The Customer will be solely responsible for all instructions and inquiries actually made or which may be made until the MS receives written confirmation and acknowledges receipt of the notification.
7. Customer shall not at any time take any action which may lead to the impairment of the use or integrity of the website nor allow any other party to impair the website.
8. Customer shall act solely as a principal. If customer wishes to use the website for the benefit of a third party, or act as agent in any capacity, Customer shall inform MS of any such use.
9. All equipment advanced by the MS to the Customer are and shall remain the exclusive property of the MS. The Customer agrees and undertakes to return these equipment to the MS immediately on demand in their original "as received" condition. This website is protected by copyright law and other intellectual property rights. The User acknowledges that the contents of this Website constitute the intellectual property of MS to the extent that it does not incorporate third party content.
10. The Customer consents and warrants that the Customer will not copy, reproduce or amend any software, pages or documents provided by the MS nor will the Customer download or divert the Service software from any computer or electronic device to any other computer or electronic device.

Signature

11. Either the MS or the Customer may cancel subscription to the Service. If the Customer intends to cancel subscription, a written notice of cancellation must be submitted to the MS. The MS is entitled to cancel the Customer's subscription at anytime without notice to the Customer, and such action shall not create any liabilities on the MS's part to the Customer. Customer acknowledges that MS may not terminate Customer access to the website immediately after Customer sending written notice, but may require additional time for receipt and processing of the written notice during which website may still be accessible for use. Therefore, once written notice has been issued for cancellation, Customer shall not place instructions through the website, and end all use of the website. MS will not be liable for any instruction placed by Customer after written notice of termination is given by Customer.
12. The MS does not accept liability for any losses, damages, costs or expenses whatsoever or howsoever incurred or sustained by the Customer as a result of breach of any of these terms and conditions.
13. Any costs incurred towards Internet usage to logon to the Service shall be for the Customer's exclusive account.
14. The Customer authorizes the MS to send Service related advices, notices and/or correspondence in the manner the MS deems fit. The Customer shall be responsible for the confidentiality of all MS generated Customer advices, notices and correspondence. These advices shall not constitute offer to buy or sell.
15. The MS does not accept liability for any errors or damages resulting from delayed or failed instructions, including:
 - a. Insufficient account balance to permit execution of the instructions.
 - b. Insufficient instructions to execute a transaction.
 - c. Failure to comply with the instructions or guidance given, or unclear or incomplete Customer instructions.
 - d. Delay or any technical fault at the MS's end or any external agency with which the MS does business.
16. The MS reserves the right to refuse to execute any transaction without notice or liability.
17. No failure or delay on the MS's part to exercise any rights or remedy under these Terms & Conditions shall operate as a waiver of such right or remedy, nor will any partial exercise of any right or remedy preclude any subsequent exercise of such right or remedy. Rights and remedies provided herein are supplementary and additional to any other rights or remedies provided under the applicable law.
18. The MS reserves the right to alter these Terms & Conditions at anytime, but will notify the Customer of any alternation in advance of the effective date. Continued utilization of the Service by the Customer constitutes acceptance and agreement of such alterations.
19. These Terms & Conditions are supplementary to, and shall be governed by, any related terms, conditions and/or agreements executed by the Customer, present or in the future.
20. These Terms & Conditions are subject to and shall be governed by the prevailing rules and regulations of the United Arab Emirates. The parties hereby irrevocably submit to the exclusive jurisdiction of the Committee for Settlement of MS Disputes for resolution of any disputes arising there under.

I/We agree to be bound by all the terms and conditions as stated above.

Signature:

Signature

Terms and Conditions, Disclaimer:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS SITE AND ANY PAGES THEREOF, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS ATTACHED HEREWITH. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS SITE, OR ANY PAGES THEREOF.

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- INVESTMENT SERVICES OFFERED ARE NOT BANK DEPOSITS NOR ARE THEY INSURED OR GUARANTEED BY ANY THE BANK. THE SERVICES ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED. INVESTMENT PRODUCTS ARE NOT OBLIGATIONS OF OR GUARANTEED BY **MASHREQ BANK/MASHEREQ SECURITIES LLC**.
- IN NO EVENT WILL **MASHREQ BANK/MASHREQ SECURITIES** BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THIS SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN WHEN **MASHREQ BANK/MASHREQ SECURITIES**, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.
- THE BANK RESERVES THE RIGHT TO REFUSE TO ACT ON ANY INSTRUCTIONS OR EXECUTE ANY TRANSACTION WITHOUT NOTICE OR LIABILITY.
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SUPPLEMENTRAY TERMS AND CONDITIONS:

Certain pages or sections may include separate terms and conditions in addition to those above. In case of conflict, such pages and/or sections shall be governed by and interpreted in accordance with the said supplementary terms and conditions.

Signature

Important Notice

Mashreq Securities Customers shall at all times comply with the relevant rules of the Dubai Financial Markets (the "DFM") and the Abu Dhabi Securities Market (the "ADSM"). Mashreq Securities shall not be liable for damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expense due to fines or penalties imposed for any trade placed by the Customer unless Mashreq Securities has acted in gross negligence. If Mashreq Securities receives any notice of a fine or penalty from the DFM or the ADSM, Mashreq Securities shall have the authority to deduct such fine or penalty from the Customer's account prior to notifying the Customer of such deduction. Mashreq Securities shall promptly notify the Customer of the fine and the resulting deduction. Customer shall have two calendar weeks from the date Customer receives the notification of the fine or penalty during which to contest such deduction with Mashreq Securities.

Name of Customer:

Customer Signature:

Date:

Signature