

#### Al Baraka Bank Limited Terms and Conditions

#### 1. Conditions of access

The use of the Enterprise is subject to the terms and conditions of use as set out below and as set out in the terms and conditions of employment of the user. It is important that the user reads and understands the terms of use applicable to Enterprise.

# 2. Acceptance

These terms and conditions of use become effective when the user accesses the systems for the first time and constitute a binding agreement between Al Baraka Bank Limited Registration number 1989/003295/06 ("Al Baraka") and the user.

#### 3. Information on this site

Enterprise allows a registered user to access Al Baraka Bank's financial data and other corporate systems to enable the user to perform the job functions that they have been employed for.

### 4. Access Security

Access to Enterprise is subject to appropriate management approval.

## 5. Amendments to these conditions

Al Baraka Bank may amend these conditions from time to time without notification to the user. By accessing Enterprise the user is bound to the version of the terms and conditions published at the time of any such access. The user agrees to view the most current version available each time that Enterprise is accessed.

The current version of these terms and conditions will govern the respective rights and obligations of Al Baraka Bank and the user each time the user accesses Enterprise.

# 6. Intellectual Property Rights and Confidentiality

Enterprise contains copyright and other intellectual property including financial data that belongs solely to Al Baraka Bank.

All information accessed from Enterprise is to be treated in the strictest of confidence. Prior written consent of senior management is required should a user be required to divulge any of the sensitive or proprietary information.

Any malicious attempt to corrupt, destroy, interfere/manipulate Al Baraka Banks financial data and Information Technology (IT) systems will constitute a breach of the terms and conditions of use of Enterprise.

Any malicious attempt to copy Al Baraka Banks financial data and other IT related data will constitute a breach of the terms and conditions of use of Enterprise.

## 7. Disclaimers and other policy documents published by Al Baraka Bank Limited

This document is subject to the terms and conditions of various disclaimers and group policy documents on access to information and company financial data as published by Al Baraka Bank from time to time.

## 8. User's Liability to Al Baraka Bank Limited

The user shall be liable to Al Baraka Bank for any liabilities, losses or expenses incurred by Al Baraka Bank as a result of any breach of these terms and conditions by the user. Any breach is also subject to action being taken in terms of Al Baraka Banks conditions of employment.

#### 9. General provisions

- 9.1. The headings of the clauses in the conditions is provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms of the conditions.
- 9.2. Where any dates or times need to be calculated in terms of the conditions, the international standard time: GMT plus two hours shall be used.
- 9.3. No failure or delay by Al Baraka Bank to exercise any of Al Baraka Bank's rights will be construed as a waiver of any such right, whether this is done expressly or implied, nor will it affect the validity of any part these terms and conditions or prejudice Al Baraka Bank's right to take subsequent action against the user.

If any of these terms and conditions is proved to be invalid, unlawful or unenforceable, the term or condition will be deleted from the remaining terms and conditions that will continue to be valid to the full extent permitted by law.

Al Baraka Bank Limited Registration number 1989/003295/06