

## SPECIFIC TERMS AND CONDITIONS FOR APPLICATION PROGRAMMING INTERFACE

Please read the following terms and conditions applicable to ADIB's Application Programming Interface (the "API Terms") before accessing the Platform. By accessing the Platform, you acknowledge and agree to comply with the API Terms. If you do not agree to be bound by the API Terms, do not access the Platform.

These API Terms are supplemental to, form part of, and must be read, understood and agreed to in conjunction with the Cash Management Services Terms and Conditions (the "Cash Management Terms") available at [adib-direct-tcs.pdf](#) and the General Terms and Conditions for Accounts and Islamic Banking Services – Non-Individual Customers (the "General Terms") available at [non-individual\\_bsa.pdf](#).

Save for the terms expressly provided for in these API Terms, the provisions of the Cash Management Terms and General Terms shall continue to apply in full to the services offered on the Platform.

Where there is any inconsistency between these API Terms, the Cash Management Terms and the General Terms, these API Terms shall prevail.

Unless otherwise specified, terms defined in the Cash Management Terms and General Terms shall have the same meanings when used in these API Terms.

### 1. Definitions and Interpretation

#### Definitions:

**Account** means the User's account provided by ADIB to the User for the purpose of accessing the Platform.

**ADIB** means Abu Dhabi Islamic Bank PJSC.

**Application** means the smartphone, tablet or web applications developed by the User, or on the behalf of the User, to interact with the API Materials available in the ADIB's API Developer Portal.

**API** means, in respect of ADIB, an Open API (and a Restricted API as the case may be) and which consist of a product, function, process or application, software or code that allows external systems, such as the User's Application, to communicate in accordance with strictly defined parameters with relevant components of the System which relate to that product, function, process or application, software or code.

**API Materials** means all information made available to the User by ADIB in respect of an API, including Open API Materials (and Restricted API Materials as the case may be) and which consist of:

- API descriptions;
- All operations information relating to an API;
- All details of the parameters for calls and responses from and to a particular API;
- All SDKs;
- All user guides, test scripts and any other documentation that ADIB provides to facilitate the User's use of the APIs;
- All developer comments and Open Forum content relating to the relevant API; and
- Any other software code or information made available in relation to an API through the ADIB's API Developer Portal.

**ADIB's API Developer Portal** means the Platform and all APIs and ADIB's Content that are available through the ADIB's API Developer Portal.

**ADIB's Content** means, without limitation, any scripts, software, text, interfaces, data, source code, logos, videos, images, audio or video made available on the ADIB's API Developer Portal, including all API Materials.

**Business Day** means any day other than Saturday and Sunday, on which ADIB and the User are open for business.

**Business Hours** means 08:00-17:00 on a Business Day.

**Brand Elements** means the trade names, trademarks, service marks, logos, domain names and other distinctive brand elements of ADIB.

**Confidential Information** means secret, confidential, commercial, financial, marketing, technical or other information, know-how, trade secrets and other information in any form or medium, whether disclosed orally or in writing before or after the date of these Terms, together with any reproductions of such information in any form or medium.

**Intellectual Property** means any patent, copyright, database right, moral right, design right (whether registered or unregistered), trademark, service mark, domain name, know-how, utility model, unregistered design or, where relevant, any application for any such right, or other industrial or intellectual property right.

**ISSC** means the Internal Shari'a Supervisory Committee of ADIB.

**Live Use** means your use of an ADIB's API Developer Portal in a live production environment.

**Login Details** means the username and password that we ask you to create when we provide you with an Account and any other authentication information that we may elect at our sole discretion to provide to you for the purpose of accessing ADIB's API Developer Portal.

**Open API** means a Sandbox, ADIB Native API or any other API that we classify as 'open'.

**Open Banking API** means implementation of banking integration-based industry open banking standard.

**ADIB Native API** means implementation of banking integration based on ADIB's own proprietary standard.

**User profile** means the customer who is registered in the Platform with necessary user information and User credentials, which are created after approval. The User can use these credentials to log-in and have access to the Platform.

**Open API Materials** means any API Materials relating to an Open API.

**Modifications** means any changes, modifications, replacements or upgrades to the functionality, content or other properties of ADIB's API

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Developer Portal or any APIs or ADIB's Content.

**Party/Parties** means ADIB or the User, individually or collectively.

Platform refers to the ADIB's API Developer Portal.

**Restricted API** means an API that we classify as "restricted".

**Restricted API Materials** means the API Materials relating to a Restricted API.

**Sandbox** means a test environment area, web, platform or portal and related materials, information, and resources which we make available to the User.

**Sandbox Data** means the fake, masked, obfuscated, encrypted and/or otherwise incorrect or in actionable test data provided through the Sandbox for use by or in development of the Application.

**Sandbox Platform** means a dedicated platform, without having any connection to the System, only for Users to register and explore Open APIs published by ADIB.

**Sandbox Use** means use of the Sandbox, including using Sandbox Data, in which ADIB may allow the User to test an Application and use relevant API Materials to interact with an API.

**SDK** means the Software Development Kit, which includes the API programming guides, sample code, tools and information that we may make available to the User in ADIB's API Developer Portal, or by other means from time to time.

**System** means any of ADIB's systems or platforms or applications that ADIB makes available to the User through the User's use and access of the Platform.

**Unauthorized Use** means any access to or use, or disclosure of data, information or code stored in ADIB's API Developer Portal that is not expressly permitted by these Terms or as otherwise agreed between us and you.

**User** means ADIB's corporate customer who has registered to access and use the Platform.

### Interpretation:

1. Headings are for convenience only and shall not affect the interpretation or construction of these API Terms.
2. Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, partnership, joint venture or other entity (whether or not having separate legal personality).
3. The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
4. References to any law shall include any supranational, federal or local law and all regulations promulgated thereunder:
5. References to "you", "your" and "yours" are references to the User accessing the Platform.
6. References to "we", "our" or "us" means ADIB.

## 2. About these Terms

- 2.1. These Terms govern your access and use of the Platform.
- 2.2. You may already have created User profile to access the ADIB's API Developer Portal in respect of Restricted API Materials. If you wish to access and use Restricted API Materials, please contact [api@adib.com](mailto:api@adib.com) to review the relevant terms of use.
- 2.3. By accessing the Platform, you hereby represent and warrant that you are authorized to bind the User to these Terms and you agree to these Terms on behalf of the User which you represent.
- 2.4. In addition to these Terms, we have policies that apply to you when you use the Platform, including:
  - our Privacy Policy ([Privacy Policy](#))
  - our Cookies Policy ([Cookies Policy](#))

## 3. Disclaimer and Limitation of Liability

- 3.1. Whilst ADIB has taken reasonable steps to ensure the accuracy, availability and completeness of the information contained on the Platform, information is provided in good faith on an "as is", "as available" basis, and ADIB does not make any representation or warranty of any kind, whether express or implied, as to the reliability of the information contained on the Platform. The information is believed to be accurate and current at the date the information was placed on the Platform. ADIB does not accept any responsibility arising in any way for errors in, or omissions from, the information contained in the Platform.
- 3.2. The use of the Platform is at your sole risk. ADIB shall not be liable for any losses or damages or expenses (including legal costs) whatsoever arising out of the Platform or accessed through the Platform.
- 3.3. ADIB does not represent or warrant that the Platform will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and back up of data and/or equipment and to undertake reasonable and appropriate precautions to scan for computer viruses or other destructive properties.
- 3.4. ADIB makes no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used in connection with the Platform.
- 3.5. You may have rights and remedies available to you in relation to the provision of services by the Platform which cannot be excluded,

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restricted or modified ("non-excludable rights"). ADIB does not exclude any of these non-excludable rights.

- 3.6 ADIB's liability for breach of any non-excludable rights is limited, at the option of ADIB, to the supply of the services again, or the payment of the cost of having the services supplied again, unless in cases of negligence or misconduct on part of ADIB, in which cases, ADIB should indemnify the customer for any actual losses (excluding any opportunity loss or cost, late payment penalties and any amounts in the nature of interest).

### 4. Usage

- 4.1 You acknowledge and confirm to be bound by these Terms if you accessed the Platform using the User identification code, password and any other security measure provided to you by ADIB.
- 4.2 You shall only use the Sandbox Platform as indicated by ADIB in writing and in accordance with these Terms, and any further rules expressed and presented in the Platform.
- 4.3 You acknowledge that you have not relied on any statements, agreements, representations or promises given outside these Terms.
- 4.4 Printing, downloading or copying any part of the Platform will be a breach of these Terms. ADIB, at its sole and absolute discretion, may cease your right to use the Platform, and you must return or destroy any copies of the materials you made.
- 4.5 You will be in breach of these Terms if you modify papers or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 4.6 Content on the Platform shall not be used for any other purposes other than those specified in these Terms.
- 4.7 You agree not to attempt to transfer any material of any kind to the Platform which may contain a virus, malicious computer code or any harmful component and not to otherwise attempt to alter the content of the Platform.
- 4.8 You agree that you are wholly responsible for use of the Platform by any person using your Application, and you agree to ensure that any such person complies with these Terms. You agree to immediately notify ADIB of any unauthorized use of your Account, access or any other breach of security.
- 4.9 The Platform is accessible via our web Platform (<https://developer.adib.com>) using your Login Details. You are responsible for configuring your information technology, computer program and software to access the Platform. You must comply with any instructions that we provide in email alerts and communications published on the Platform from time to time.
- 4.10 To raise any matter or query in respect of the Platform's enhancement, defect or vulnerability, you must notify us at [api@adib.com](mailto:api@adib.com) or via the Platform.
- 4.11 Your continued access to the Platform is determined by us at our sole and absolute discretion, and ADIB reserves the right to deny the User access at any time and without providing any reason.
- 4.12 Where your Account gives you access to Open API, and Open API Materials, your access and use of the Platform is subject to these Terms.

### 5. Registration

- 5.1 To be granted access to the Platform, you must register with ADIB via the Platform by providing the required registration data and specifying a user identification code, password and other security measures.
- 5.2 By registering with ADIB via the Platform, the User will be able to register their Application, subscribe for the APIs, develop application using these API and test their application.
- 5.3 ADIB is under no obligation to provide any explanation or rationale for the inclusion or exclusion of any organization for the access of the Platform.
- 5.4 Registering on this Platform does not in any way guarantee the User that their product will be entitled to be selected and moved to production environment.
- 5.5 User identification code, password and any information taken as security measures are strictly personal and are non-transferable. The Users shall ensure that it does not divulge or disclose their user identification code or password to any third party. In the event that the User becomes aware that a user identification code and/or password may have been divulged, disclosed or discovered by any third party, they shall immediately notify ADIB who reserves the right to suspend access to the Platform.
- 5.6 All security measures undertaken shall be strictly treated as confidential information.

### 6. Data Protection

- 6.1 Our Privacy Policy governs use of your personal data and information provided to us. By accepting these Terms, you also acknowledge that you have read and understood the terms of the Privacy Policy, as amended from time to time. You can view the Privacy Policy, and any amendments made to it through ADIB's API Developer Portal.
- 6.2 We may use, store, republish and copy any personal data that you upload to ADIB's API Developer Portal, and we may distribute and make it available to third parties in accordance with the licenses granted under these Terms.
- 6.3 You may only use simulated, anonymous, non-live data when testing in ADIB's API Developer Portal. You may not use real customer data or real transactions, and you shall be solely responsible for all liability and losses associated with failure to comply with such prohibition.
- 6.4 You acknowledge and agree that the transmission of data by us via ADIB's API Developer Portal may be subject to errors, omissions,

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- delays, and losses (including but not limited to viruses or inadvertent loss of data or damage to media) that may give rise to loss or damage. We are not liable for any such errors, omissions, delays or losses, unless caused by our misconduct.
- 6.5 When you access data on ADIB's API Developer Portal, a copy of that data may be copied to your computer ("cached"). Once data has been cached on your computer, that data is beyond our control and may be accessible to anyone with access to your computer. You assume all liability associated with any data cached on your local computer. You should empty your web browser cache when you log out of the Platform.
- 6.7 ADIB's API Developer Portal should only be used as a resource for accessing information, not a resource for information storage. You should implement security measures to the level of good industry practice and to meet any security protocols that we have in place from time to time to limit the impact of data loss. For example, you should have your own virus protection software and ensure that it is regularly checked and updated. You must implement and maintain appropriate administrative, technical and physical safeguards, and appropriate technical and organizational measures adequate to ensure the security and confidentiality of data and protect against unlawful processing, and against accidental loss, destruction, damage, alteration or disclosure of data, including implementing any measures prescribed by any applicable laws or regulations.
- 6.8 If you discover a security defect or vulnerability (either actual or suspected) with an API or on the Platform, you should notify us as soon as possible via email at [api@adib.com](mailto:api@adib.com).

### 7. Confidentiality

- 7.1. You shall:
- 7.1.1. treat all Confidential Information as confidential and safeguard it accordingly;
- 7.1.2. not disclose any Confidential Information to any third party without the prior written consent of ADIB, except to such persons and to such extent as may be necessary for the performance of these Terms; and
- 7.1.3. not use any Confidential Information otherwise than for the purposes of these Terms.
- 7.2. The User shall take all necessary precautions to ensure that all Confidential Information obtained from ADIB under or in connection with these Terms:
- 7.2.1. is given only to such employee, consultant, sub-contractor, professional advisor or agent engaged to advise it in connection to the performance of these Terms, as is strictly necessary for the performance of these Terms and to the extent necessary for each employee, consultant, sub-contractor, professional advisor or agent activities in the performance of these Terms;
- 7.2.2. is treated as confidential and not disclosed (without prior written approval) or used by any employee, consultant, sub-contractor, professional advisor or agent otherwise than for the purposes of these Terms.
- 7.3. Where it is considered necessary in the opinion of ADIB, the User shall ensure that any employee, consultant, sub-contractor, professional advisor or any agent of the User signs a Non-Disclosure Agreement before commencing work in connection with these Terms.
- 7.4. Nothing in these Terms shall prevent ADIB from:
- 7.4.1. disclosing any Confidential Information which is required to be disclosed by an order of court or other tribunal, or to be disclosed in accordance with any law, statute, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court, delegated or subordinate legislation parliamentary obligation; or
- 7.4.2. disclosing any information for the purpose of the examination and certification of ADIB's accounts; or
- 7.4.3. disclosing any information obtained from the User to any person engaged in providing any services to ADIB for any purpose relating to or ancillary to these Terms, provided that in disclosing information under this sub-paragraph (7.4.3.), ADIB discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 7.5. Nothing in these Terms shall prevent either party from using any techniques, ideas or know-how gained during the performance of these Terms in the course of its normal business to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property.
- 7.6. In the event that you fail to comply with this paragraph 7 (Confidentiality) or paragraph 6 (Data Protection) above, ADIB reserves the right to terminate these Terms without notice with immediate effect.
- 7.7. The User acknowledges that ADIB is also subject to the laws of the United Arab Emirates and shall assist and cooperate with ADIB in meeting its obligations thereunder.
- 7.8. The obligations of this paragraph shall survive the expiry of these Terms for a period of 5 years.

### 8. Amendments

- 8.1. ADIB reserves the right to vary or amend these Terms. The User acknowledges that ADIB reserves the right to vary or amend these Terms by a publication of a notification or message on the Platform or through an email or letter to the User, using the email address or postal address provided by the User.
- 8.2. The amendments shall be deemed to have been accepted by the User, unless ADIB receives within 15 days of the date of receipt of the notice (under Term 8.1) by the User, a written communication from the User expressing refusal of the amendments. In any case, the User's continued use of the Platform shall represent its unconditional acceptance of the amendments in its entirety.

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### 9. License

- 9.1 Subject to these Terms, we grant to you a royalty free, non-exclusive, non-transferable, non-sub-licensable, revocable, limited license solely for you to use the Platform, including the APIs and API Materials that we make available to you from time to time via the Platform.
- 9.2 We reserve all other rights or licenses with respect to any of our Intellectual Property not expressly granted to you. Except as permitted under these Terms, you cannot (and shall not permit any third party to) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt, or make error corrections to the ADIB's API Developer Portal (or any of the APIs or API Materials available within the ADIB's API Developer Portal) in whole or in part. Notwithstanding this, as part of any Sandbox or Live Use of your Application permitted or agreed by us, you shall be permitted to copy the SDK into your Application code solely for the purpose of making calls to the relevant API.
- 9.3 You shall:
- implement the Application in a manner that complies with any technical limitations and restrictions relating to the Platform or the Open banking APIs and in a manner that does not circumvent or overcome such limitations.
  - not use any part of the Platform or any Open banking APIs to scrape, build databases or otherwise create copies of any information to use such information for any purpose which does not relate to the relevant purpose.
- 9.4 You grant to us a non-exclusive, non-transferable, worldwide, royalty free right to use, store and copy your materials but in each case to the extent that such use is necessary for providing access to the Platform, ADIB Content, Open banking APIs, ADIB Native APIs in accordance with these Terms.
- 9.5 Except as expressly provided for in these Terms, no User shall acquire or be assigned or granted any right or be deemed to acquire or to be assigned or granted any right, title or interest in, to or under any ADIB's Content or any Intellectual Property owned by us
- 9.6 We may want to use or access any Application you develop for any one or more of the following, without limitation:
- testing your Application from time to time.
  - performing checks where we think the number of calls is excessive or unreasonable.
  - investigating any security breaches.
  - complying with requests from regulators or otherwise to comply with applicable laws and regulations,
- and you grant us a perpetual, irrevocable, sub-licensable, worldwide license to use and access your Application for those purposes.
- 9.7 Additional terms that apply to open-source software:
- 9.7.1 In interfacing with ADIB's API Developer Portal or an API available through it, you may access or otherwise use open-source software, and for this purpose, you will be required to read and agree with any additional license terms we may provide you for each relevant API.

### 10. Sandbox Use

If we have authorized you to use any Application for Sandbox Use, then this paragraph 10 shall apply.

You shall not:

- represent to any third party that simulated transactions conducted using the Sandbox within ADIB's API Developer Portal are real.
- use the Sandbox in connection with any live transaction (whether virtual or real) or any transaction with legal or other real consequences to you or any participant in the transaction, regardless of whether the data involved is Sandbox Data or was otherwise provided or furnished for use by you.

### 11. Representations and Warranties

11.1 You warrant and represent that:

- 11.1.1 all information you give to us in connection with your access to the Platform is accurate, correct and up to date;
- 11.1.2 you will only access resources available within the Platform to which you have been granted authorized access; and
- 11.1.3 you will always comply with all applicable laws and regulations.

11.2 You agree that you will not use ADIB's API Developer Portal in a way that:

- 11.2.1 infringes the Intellectual Property, privacy, confidentiality or any other rights of any third party (or in a manner which otherwise breaches any applicable law or regulation);
- 11.2.2 introduces a virus, worm, trojan, webbot, trapdoor or any other similar software or code into the Platform;
- 11.2.3 may be regarded as being false or misleading to us;
- 11.2.4 is for the purpose of, or in connection to, improper or illegal activities; or
- 11.2.5 for any reason other than that for which your access was granted.

### 12. Open forums and feedback

12.1 You agree to only use forums, newsfeeds and other interactive functionality relevant to an API for discussion (and interaction with other individuals) in respect of that API only ("Open Forums"). You acknowledge that any content you upload to Open Forums will be treated as non-confidential and may be published openly by us, and you acknowledge that we and all other users do not owe you any obligation in respect of it. We have the right to remove immediately any content you provide to Open Forums for

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- any reason, including if, in our opinion, your content does not comply with these Terms. The views expressed by other users on our Open Forums do not represent our views or values, and we are not liable to you for any content provided by Open Forum users.
- 12.2 We may, in our sole discretion, act on any suggestions you or any other user makes about any aspect of ADIB's API Developer Portal. You grant us a royalty-free perpetual non-exclusive, worldwide, fully and freely transferable and sub-licensable, irrevocable right and license to use, store, copy, edit, modify, adapt, publish, reproduce, otherwise exploit, or display any of your suggestions in any manner we choose, in any form, medium or technology, without restriction and without compensation of any kind to you, and you waive all moral rights in such content.
- 13. Modifications and discontinued APIs**
- 13.1 We may, at any time and in our sole discretion, make Modifications. If we make a Modification to an API or API Materials, including new versions, we will notify you by posting information regarding such Modification on the Platform and/or by emailing you. You must upgrade your Application to the new version within 6 months once we provide notification, or such other timeframe we may notify you of from time to time.
- 13.2 Without limiting the foregoing, we may retire an API by providing notice to you, unless required by applicable law or regulation to retire the API without notice. When we retire a particular version of the API, it will no longer provide access to information through that API, and you will be required to update your Application to continue to be able to access information through the new version of the API.
- 14. Security**
- 14.1 Your Login Details are personal to you and may only be used by you to access the Platform. You must protect your Login Details from Unauthorized use and keep them strictly confidential. You must not disclose your Login Details to any other person. If you know or suspect that anyone other than you know your Login Details, you must promptly notify us at [api@adib.com](mailto:api@adib.com).
- 14.2 If you have any reason to suspect that your Account or Login Details has been compromised, then you must inform us immediately. You must also notify us immediately if you become aware of, or suspect, any breach of security to the Platform.
- 14.3 You are responsible for:
- maintaining the confidentiality of your Login Details.
  - all activities that occur through use of your Login Details, and you are deemed to have authorized all such activity.
- 14.4 We are entitled to rely on any action taken under your Account without further verification, and we hold you fully responsible for each such action.
- 14.5 You are responsible for rectifying any breach of security promptly to our satisfaction and in any event immediately.
- 14.6 From time to time, we may issue user guides or other communications relevant to your Account, with which you must comply.
- 15. Indemnity**
- 15.1 You agree at all times, whether during or after termination or expiration of these Terms, at your sole cost and expense, to defend, indemnify and keep indemnified and hold ADIB harmless against any and all direct and actual losses incurred by or awarded or made against ADIB arising out of or in connection with any claim relating to your breach or other actions or omissions in connection with these Terms or use of the Platform, whether or not such losses were foreseeable.
- 15.2 If a claim is made against us that is attributable to any of your activities, you must assist us in the handling of the claim, and we shall be entitled to settle, or otherwise deal with, such claim in our sole discretion.
- 16. General**
- 16.1 A waiver by ADIB and or the User of any breach of these Terms shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
- 16.2 If at any time a condition, or any part of a condition, is or becomes void, illegal, invalid or otherwise unenforceable, it shall be deemed to be modified to the minimum extent necessary to make it legal, enforceable and valid. If such modification is not possible to the circumstance, the same shall be deleted Any modification or deletion of any condition (or part of a condition) shall in any way affect the legality, enforceability or validity of these Terms.
- 16.4 The information contained on the Platform or these Terms are not intended to be taken as a financial advice or any form of advice for whatsoever reason.
- 16.5 ADIB may, at its sole discretion, audit (or use subcontractors or any regulatory authority to audit) the User's compliance with these Terms (including audits of your premises), provided that any such audit is carried out during Business Hours with reasonable prior notice.
- 17. Intellectual Property**
- 17.1 All Intellectual Property in the Platform are owned by, or are under licence to ADIB.
- 17.2 The User shall have no Intellectual Property in the Platform, nor shall it have any rights to copy, adapt, modify or interfere with the Platform.
- 17.3 The Platform may include ADIB's logo and/or trademark. You acknowledge that you may not copy, use or mask ADIB's logo and/or

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- trademarks which appear on the Platform without the prior consent of ADIB.
- 17.4 You acknowledge that we (or our licensors) own all legal right, title and interest in ADIB's API Developer Portal, APIs and ADIB's Content (including without limitation all Modifications).
- 17.5 We (or our licensors) reserve all rights in and to ADIB's API Developer Portal.
- 17.6 You must not place or create any claims, liens or encumbrances on the Platform (including over any APIs or ADIB's Content available within the Platform).
- 17.7 Our status (and that of any identified contributors) as the authors of content on ADIB's API Developer Portal must always be acknowledged.
- 17.8 These Terms do not grant you with any right, title or interest in or to the Brand Elements. Any use of the Brand Elements requires the prior consent of ADIB, in its sole discretion, and is subject to your strict compliance with the ADIB brand guidelines. ADIB has the sole discretion to determine whether your use of the Brand Elements is in accordance with these guidelines and may require you to make any amendments necessary to ensure adherence to the guidelines. To request a copy of ADIB brand guidelines and to request approval to use the Brand Elements, please email us at [api@adib.com](mailto:api@adib.com).

### 18. Platform Content

- 18.1 Documents made available by ADIB on the Platform shall not in any way be amended, changed, modified, adjusted or altered in any manner by any User. Such tender documents shall not be reproduced in any manner, whatsoever, without the consent of ADIB. Any such act shall be viewed strictly, and appropriate legal action will be initiated against you.
- 18.2 The intending Users agree that they will not upload any malicious, abusive, frivolous or otherwise inappropriate and objectionable material on the Platform.
- 18.3 Any breach and appropriate legal proceeding will result in the User being blacklisted for usage of the Platform.
- 18.5 ADIB reserves the right to make changes to information, design and services provided on the Platform without prior notice and without liability.
- 18.6 ADIB may terminate, change, suspend or discontinue any aspect of the Platform, including the availability of the features at any time and use of the service will mean your acceptance of the changes.
- 18.7 These Terms apply exclusively to your access to use the Platform and do not alter the provisions, terms or conditions of any other agreement you may have with ADIB.

### 19. Termination

- 19.1 ADIB may immediately, at its sole discretion, deny, access to the Platform for the User without giving prior notice if any of the following events occur:
- 19.1.1 You commit a breach of any of the obligations under these Terms; and
- 19.1.2 You fail to remedy, or persists in, any breach of any of your obligations under these Terms after having been notified in writing to remedy such breach within a period of ten (10) Business Days.
- 19.2 Without prejudice to any of ADIB's rights, ADIB reserves the right to suspend, at its sole discretion, access to the Platform without notice with or without reason, In case of termination of these Terms, ADIB should refund any fees charged in advance for any undelivered service(s).

### 20. Law and Jurisdiction

- 20.1 These Terms shall be governed and interpreted in accordance with the laws of the Emirate of Abu Dhabi and any applicable federal laws of the United Arab Emirates to the extent these laws do not conflict with the principles and rules of Islamic Shari'a, as set out in the Shari'a Standards issued by the Accounting and Auditing Organization for the Islamic Financial Institutions (AAOIFI) as interpreted by the Higher Shari'a Authority of Central Bank of United Arab Emirates and the ISSC. In the event of a dispute arising under these Terms, it shall be resolved by courts of Abu Dhabi, provided that ADIB may, if it deems appropriate, bring proceedings in any other court of competent jurisdiction.