

TERMS AND CONDITIONS GOVERNING THE USE OF FABS ONLINE TRADING

In this document, the following words and phrases shall have the meanings set out below unless indicated otherwise. You should read every definition, clause, phrase and sentence detailed in this document with utmost care and should not accept these Terms and Conditions without fully understanding their meaning. To the extent required, you should seek independent advice if you do not understand any part of these Terms and Conditions. Unless the context otherwise requires, words importing the singular include the plural and vice-versa.

By signing or electronically submitting an application, you shall be deemed to have understood, accepted and be bound by these Terms and Conditions.

1. Definitions

- ⊙ **Account:** means a trading account held with FABS.
- ⊙ **Web Portal:** means FABS Online Trading website accessed by a Customer to trade online.
- ⊙ **Application:** means a written or electronic request by a Customer to use the Trade web portal.
- ⊙ **Business Day:** means a day on which FABS is open for operations in the United Arab Emirates.
- ⊙ **Customer:** means a person who has an Account with FABS and who is authorized to conduct Transactions and/or Instructions via the Online Trading.
- ⊙ **Email:** means the 'Mail' option available within the Online Trading website enabling secured electronic mail communication between the Customer and FABS and that is accessible to authenticated Customers only.
- ⊙ **Instruction:** means electronic data initiated remotely by the Customer and electronically transmitted to FABS via the Online Trading platform.
- ⊙ **FABS:** means FAB Securities LLC, and its branches, successors and legal assigns.
- ⊙ **RSA Token:** means the physical token provided to the Customer at the time of registration that provides a numeric code every minute.
- ⊙ **Security Codes:** means all passwords, activation keys and other codes as may be prescribed by FABS from time to time.
- ⊙ **Security Tools:** means any and all User ID, password, RSA Token or any other means of security implemented by FABS from time to time for a Customer to access the Online Trading.
- ⊙ **Software:** means the software made available by FABS to the Customer for the purpose of using the Online Trading.
- ⊙ **Terms and Conditions:** means the terms and conditions mentioned herein governing the use of the Online Trading as may be amended from time to time by FABS.
- ⊙ **The International Trading and Account Opening Agreement:** means the international trading and account opening agreement entered into between FABS and the Customer.
- ⊙ **Online Trading:** means the web trading facility made available by FABS for the provision of trading services and other services as may be made available to the Customer from time to time through the web portal.
- ⊙ **Transaction:** means the Instructions affecting a Customer's Account.
- ⊙ **User ID:** means a group of alpha and/or numeric characters which are required by the Customer to access the Online Trading.
- ⊙ **Website:** means the website owned, established and maintained by FABS and located at the URL www.securitiesfab.com

1. General

1.1 The Online Trading is a web portal which allows the Customer to perform several trade and trade-related functions, depending on the Customer's level of access.

1.2 The use of the Online Trading is governed by these Terms and Conditions.

1.3 The Terms and Conditions of the International Trading and Account Opening Agreement will also be applicable except to the extent that the International Trading and Account Opening Agreement are in conflict with these Terms and Conditions and in which case, these Terms and Conditions shall prevail.

1.4 By downloading, installing and using the Online Trading, the Customer acknowledges and accepts to be bound by these Terms and Conditions and any supplementary Terms and Conditions that may from time to time be in force. The Customer must agree to these Terms and Conditions before using the Online Trading.

1.5 Any terms used within these Terms and Conditions which are not defined will take their meaning as under the International Trading and Account Opening Agreement.

1.6 Words importing only the singular shall include the plural and vice versa.

2. Eligibility:

2.1 To be eligible to use this web portal, you will require PC, Laptop or mobile devices with an internet connection.

2.2 The Web Portal can be used by Customers only.

2.3 Notwithstanding this, the Web Portal will not allow the use of accounts which require multiple signatures or account holders under the age of 18 years.

2.4 Upon downloading and installing the web portal and the completion of prescribed registration and activation procedures, the Customer will be granted a limited, non-exclusive, non-transferable right to use the web portal, provided the Customer continuously complies with the following:

- a. Not to use the web portal for any purpose other than to access the outlined features of the Online Trading;
- b. Not to permit or enable any person to access the web portal, or leave their computer unattended in such a manner as to enable others to access the website;
- c. Not to reproduce, modify or reverse engineer, modify, decompile the web portal or permit any other person to do so;
- d. Not to permit any person to access the security tools; and
- e. Acknowledge that the Online Trading and all associated software are either owned, proprietary or licensed to FABS and/or third party providers.

2.5 It is a condition precedent for the use Online Trading that the Customer maintains an Account with FABS in the UAE. In the event where the Account relationship is terminated for any reason or in the event of any breach of these Terms and Conditions, FABS shall be entitled forthwith to cancel the Online Trading.

2.6 FABS reserves the right to refuse an application and may, at its sole discretion, withdraw at any time all rights and privileges pertaining to Online Trading.

2.7 Where the Customer is required to confirm the Customer's concurrence electronically to these Terms and Conditions, the Customer understands that such concurrence via electronic media will be sufficient and will be binding on the Customer for all intents and purposes.

2.8 Notwithstanding the above, the Customer undertakes to execute any additional documents that may be required by FABS prior to provision of any modified/additional services under the Online Trading to the Customer. If the Customer fails to comply with the above requirements, the Customer shall not be eligible for such enhanced or modified service and FABS will be entitled to withdraw the Online Trading.

2.9 FABS reserves the right to perform maintenance to the Online Trading and/or suspend and/or terminate, in whole or in part, access to the Online Trading at any time without prior notification to the Customer.

2.10 The Online Trading is not available to Customers without FABS's prior written approval:

- ⦿ For accounts that require two or more signatures.
- ⦿ For accounts opened for companies or partnerships.
- ⦿ For attorneys acting on behalf of Customers.

3. Security and Access Procedures

3.1 Following completion of the prescribed registration and activation procedures, FABS will provide a username, password and RSA Token to the Customer for the purpose of accessing the Online Trading. FABS may also issue separate requirements, restrictions, instructions, activation and access procedures, or any additional conditions pertaining to the access and use of the Online Trading, the Software, the Security Codes, and the transmission of Instructions ("**Procedures**"). The Customer agrees and undertakes to be bound by and to comply with all of the Procedures that FABS may issue from time to time.

3.2 The Customer must secure the Software installed on the Customer's iPhone or iPad with a password. All such passwords must be kept strictly confidential and must not be disclosed to anyone else. It is the responsibility of the Customer to maintain the Customer's security credentials confidential at all times.

3.3 The Customer must not permit any person to access the Customer's iPhone or iPad in such a manner that the Customer may access the software, or the Online Trading.

3.4 In the event that the Customer lost possession or control of the Customer's iPhone or iPad in which the software is installed, the Customer must immediately notify and instruct FABS to revoke the access.

3.5 Until and unless the Customer notifies FABS in accordance with Clause 3.4, all Instructions received by FABS which are associated with the Customer's account shall be deemed correct, valid and issued by the Customer. FABS shall be entitled to rely on such instructions, whether they actually originated from the Customer or purportedly originated from the Customer. The Customer accepts that all erroneous or inadvertent messages received and processed is the Customer's responsibility.

3.6 The Customer agrees to indemnify FABS against any and all liabilities, losses, claims and damages arising as a result of the Customer's negligence, breach or non-compliance with the provisions of these Terms and Conditions or as a result of the Customer losing the Customer's electronic devices and/or security codes.

4. Software

4.1 The Customer is required to access the web portal through our website: www.securitiesfab.com

4.2 Upon completion of the prescribed registration and activation procedures, the Customer will be permitted to access the web portal and accordingly the Customer will be granted a limited, non-exclusive, non-transferable right to use the software, provided the Customer continuously complies with the following:

- a. Not to use the web site for any purpose other than to access the Customer's own account(s) via the Online Trading.
- b. Not to permit or enable any person to access the software, or leave the Customer's electronic devices unattended in such a manner as to enable others to access the software.
- c. Not to reproduce, modify or reverse engineer, modify, decompile the software or permit any other person to do so.
- d. Not to permit any person to access the security or activation codes or otherwise enable any person to access the web portal.
- e. Acknowledge that the Online Trading and all associated software are either owned, proprietary or licensed to FABS and/or third party providers.

4.3 FABS is not liable for fees and charges incurred through using the web portal. All charges associated with accessing the web portal is the Customer's responsibility.

5. Fees and Charges

5.1 The Online Trading is currently made available by the FABS to the Customer free of charge. FABS reserves the right to charge the Customer for use of the Online Trading. FABS shall notify the Customer of such charge, as and when they become applicable.

5.2 The commission defined in the I Trading and Account Opening Agreement will be paid to FABS for every transaction executed through the Online Trading.

6. Security Tools

6.1 The Customer shall be fully responsible for safeguarding the security tools and for ensuring they are not disclosed to any person.

6.2 In the event that the Customer's electronic device is lost or stolen or a security code is disclosed to any other party, the Customer must immediately report the said loss, theft or disclosure, together with the particulars of the Online Trading to FABS either through its branches or by calling [+971 2 616 1663].

6.3 The Customer accepts that the Customer will be responsible for the transactions processed using the Online Trading and FABS is not liable from the loss, theft or disclosure of any of the foregoing to any third party.

6.4 The security tools are considered the Customer's identification and must be provided when requested by FABS. Once completely and successfully entered,

FABS shall consider the Customer as the source of all instructions and transactions.

6.5 The customer will be locked out after entering 3 wrong passwords. However they can reset the same by calling +971 2 616 1663.

7. Intellectual Property

7.1 Copyright in the information provided to the Customer is owned by FABS or licensed to FABS. The Customer may use this information for their personal reference only. The Customer may reproduce this information in hard copy solely for their personal use. The information may not otherwise be reproduced and must not be distributed or transmitted to any other person or incorporated in any way into another document or other material.

7.2 The Customer acknowledges and agrees that FABS owns all rights, titles and interests in the Online Trading, and nothing in these Terms and Conditions confers in the Customer any right of ownership in the Online Trading.

8. Liability

8.1 The Customer shall at all times be liable for any transaction made using the Online Trading and the Customer shall indemnify FABS for all losses or damages including those caused by the unauthorized use of the Online Trading.

8.2 The Customer hereby acknowledges that FABS shall not be responsible for any errors, damages and claims that may result from the open nature of the internet or through the access of the web portal. The Customer shall be solely responsible for all risks resulting from the use of the Online Trading by a Customer or any other person.

8.3 The Customer is solely responsible for the accuracy and correctness of all information and details transmitted via the Online Trading. The Customer acknowledges that all transactions and instructions conducted via the Online Trading will be processed without any further reference, written notice or verification.

8.4 Once the Customer submits and confirms instructions or transactions via the Online Trading, FABS shall be under no obligation to accept any amendment or cancellation thereof.

8.5 FABS shall not accept and shall have no liability in relation to any claims for compensation, loss or damage that may result from any transaction or instruction or use of the Online Trading.

8.6 The Customer shall be liable for any misuse of the Online Trading as a result of non-compliance with security procedures, these Terms and Conditions, disclosure of any security tools or any other form of security breach from the Customer's terminal. The Customer hereby irrevocably agrees to indemnify and keep FABS indemnified, at all times hereafter, from all losses and damages incurred by FABS as a result of any breach of these Terms and Conditions by, or any negligence, willful default or fraud of, the Customer.

8.7 FABS shall not be liable for any failure of the Online Trading, including, without limitation, transaction alerts, beyond its reasonable control and does not warrant that the Customer's use of the Online Trading will be interrupted or error free. FABS shall not be responsible or liable for any harm and/or damage caused by the transmission of a virus in the Online Trading that may cause damage, disruption, disable or deactivate the operation of the Online Trading or the operation of the Customer's electronic device, software, hardware, data or property.

8.8 FABS makes no warranty as to the quality of service provided by any internet service provider and shall not be liable for any loss or damage that may result from any lapse or failure on the part of the internet service provider or any third party affecting the Online Trading or from any unavailability or improper functioning of the Online Trading for any reason including due to the location, internet network availability and signal strength, proper functioning of hardware or software.

8.9 The Customer shall accept full responsibility for all transactions made and in ensuring the accuracy and completeness of the transactions.

8.10 Notwithstanding any terms to the contrary, FABS shall not be liable for any indirect, consequential or special damages (howsoever described or arising).

9. Force Majeure

9.1 FABS shall not be liable for any breach of these Terms and Conditions or delay or failure of the Online Trading arising from any cause or causes beyond its control, including (without limitation) an 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, applications or services, electronic or mechanical defect, data failure or corruption, that may be attributable to the equipment used by the Customer to access the web portal.

10. General

10.1 FABS's records of transactions and instructions shall, save manifest error, be legally binding and conclusive evidence of such transactions and instructions. The Customer agrees not to dispute or challenge the validity or enforceability of any instruction on the grounds that it is not a written document and hereby waives any such right the Customer may have at law. In addition, such instructions are considered original documents and the Customer agrees not to challenge the admissibility of any instruction on the grounds that it is made in electronic form.

10.2 The Customer shall only use the Online Trading for Transactions that are legally acceptable in the UAE and/or in the Country of purchase.

10.3 In general, FABS reserves its right at all times and without the need to give notice to the Customer to refuse to authorize any purchase or cash advance, cancel or suspend the right to use the Online Trading in respect of all or specific transactions and refuse to renew access to the Online Trading if requested.

10.4 FABS reserves the right to vary these Terms and Conditions from time to time without prior notice to the Customer. The current Terms and Conditions will be available on the Website.

10.5 The Customer is responsible for notifying FABS promptly in writing of any change to their contact details.

10.6 These Online Trading Terms and Conditions shall be governed by, construed and interpreted in accordance with the federal laws of the United Arab Emirates as applied in the Emirate of Abu Dhabi, and the laws of the Emirate of Abu Dhabi. In the event of a dispute, the courts of Abu Dhabi shall have exclusive jurisdiction, provided that FABS may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside the United Arab Emirates.

10.7 These Terms and Conditions are made in Arabic and English texts, however if there is any contradiction between the Arabic and English text, the Arabic version shall prevail.

10.8 No forbearance, delay or indulgence by FABS in enforcing the provision of these Terms and Conditions shall prejudice or restrict the rights of FABS nor shall any waiver of its rights in relation to a breach of these Terms and Conditions operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to FABS under these Terms and Conditions is exclusive of any other right, power or remedy available to FABS and each such right, power or remedy shall be cumulative.

10.9 If any provision of these Terms and Conditions is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining provisions of these Terms and Conditions.