

Mashreq Salary Payment Services Banking Services Terms and Conditions (“Terms and Conditions”)

1. Introduction

- 1.1 The Customer has requested the Bank to provide Salary Payment Services and the Bank has agreed to provide the Salary Payment Services to the Customer pursuant to the Terms and Conditions.
- 1.2 The signature by or on behalf of the Customer on the Debit Authority shall be deemed to constitute the agreement of and acceptance by the Customer of these Terms and Conditions and creates a binding agreement between the Customer and the Bank and constitutes the acknowledgment and acceptance by the Customer of the provisions on each page of these Terms and Conditions, as amended from time to time. The Customer may therefore not contest the contents under the Terms and Conditions on the ground that it has not been signed by the Customer.

2. Definitions

Where the context so permits, the following expressions mean:

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| Accounts | account or accounts of the Customer with the Bank. |
| Business Day | a day on which the Bank is open for business in Dubai. |
| Customer | the employer availing of the Salary Payment Services pursuant to these Terms and Conditions. |
| Debit Authority | shall refer to the debit authority instruction letter which the Customer signs and delivers to the Bank on a monthly basis. |
| Salary Payment Services | the brand name of the Bank’s delivery channel for the Services. |
| Services | Financial and Non-Financial Services provided under these Terms and Conditions. |
| Registration Form | the form attached hereto which contains the |
| Employer ID | Unique identification as issued by the Ministry of Labor. |
| Mashreq online service agreement | Agreement signed by customer and Mashreq for availing financial and non financial services through an online facility. |

3. Use of the Services

The Bank has agreed to provide the service to Customer in accordance with the terms and conditions of these Terms and Conditions.

The "Salary payment" facility may be availed by Corporate/ SME account holders of Mashreq for paying salaries to their employees.

These Terms and Conditions shall apply to all accounts and employer ID mentioned in the Registration Form.

Access to and use of the Services will only be permitted after completion of the Services Registration Form.

The Services provided by the Bank pursuant to these Terms and Conditions shall consist of all payments to customer’s employees of salaries, bonus, final settlements having their account/s with Mashreq and other banks with in UAE through different channel/s including Wages Protection System (WPS) UAE Fund Transfer System (UAEFTS) or Manual Salary.

All the instruction submitted through the Mashreq online facility will be additionally bound by the Mashreq online service agreement.

4. Instructions

The Customers subscribed to the 'Salary Payment' facility may request the Bank to credit salaries of their employees to their respective accounts with Mashreq or with different banks within the UAE by providing the details on non re-writable CD in the prescribed format acceptable to the Bank, or may use the Mashreq online facility to pay salaries.

Customer should submit salary covering letter/ debit instructions authorizing the bank to debit the customer account with the total salary amount including charges which should be signed and stamped by the authorized signatories and a hard copy of the details mentioned in the non re-writable CD should be signed and stamped by the authorized signatories on each page.

The Customer irrevocably authorizes the bank to accept and act upon instructions given to the Bank through non re-writable CD containing salary details in the prescribed format, hard copy salary details, & debit instruction for the aggregate amount of salaries, or to submit such requests through Mashreq online facility authorized by the financial users.

The customer should submit the salary payment request 2 working days in advance of the date on which salaries are to be paid to their employees.

Customers should make available adequate funds in the appropriate accounts at the time of submitting the salary instructions.

5. Procedures regarding delivery of Services

The Bank will process the salary payment instruction received from customers within two working days of receipt. The Bank will not be held liable or responsible by any loss or damage to customers or employees arising out of any delay in processing.

The Bank is authorized to debit the Customer account with all charges related with 'Salary Payments'. The Bank also reserves the right to revise service charges without prior notice and such revisions are deemed to be binding on the Customer.

The Bank does not accept any responsibility for payment of post dated debit instructions while effecting 'Salary Payment', whether submitted inadvertently or otherwise more than 2 working days before the due date.

The Bank may keep records of electronic or other written instructions received in respect of the Services for as long as the Bank considers appropriate.

The Bank will not act on any instruction given via public e-mail nor via the Mashreq business online mail facility. The Bank shall not be liable for any loss or damage arising from the use of public e-mail by the customer.

The Bank's books and records shall be final and conclusive evidence of the correctness of any transaction or Account.

6. Liability

The Bank will not be held liable or responsible if the salary amount, employee name, account numbers and/or any of the details stated in salary hard copy are different from the details stated on the non re-writable CD and/or the details provided to the Bank using Mashreq online facility. In case of any dispute, information mentioned on non re-writable CD or information provided through online facility will be considered as final.

The Bank shall not be liable for any discrepancy in payments arising out of erroneous/ duplicate instructions by the Customer.

With the exception of gross negligence and/ or willful misconduct committed by the Bank, the Bank shall not be liable for any damage or loss incurred by the customer from the use or failure to use the Services. The customer is fully liable to indemnify the Bank, its officers, directors, employees, agents for any loss or damage, howsoever caused to the Bank, resulting from the use of the Services by the Customer.

7. Privacy Policy

The Bank recognizes the importance of protecting personal information and any and all other information supplied by the Customer to the Bank under these Terms and Conditions is treated as "Confidential Information" and undertakes to follow and comply with its internal operating procedures designed to prevent misuse of Confidential Information.

8. Termination

The Bank reserves the right to terminate or suspend the arrangement of the salary payment services at any time without assigning any reason whatsoever.

The Bank may also terminate the arrangement of salary payment services:

1. If the Customer ceases to maintain an account with the Bank in the United Arab Emirates
2. If the Customer fails to comply with any obligation under these Terms and Conditions
3. If the Customer's relationship with the Bank is terminated
4. If the Customer passes a resolution for its winding-up or a court of competent jurisdiction passes an order for the Customer's winding-up or dissolution
5. Upon the passing of an order for the appointment of a liquidator or receiver for the customer
6. If the Customer enters into an arrangement or restructuring proposal with its creditors generally or applies to a court of competent jurisdiction for protection from its creditors generally, or
7. If the customer notifies the Bank of any change in its status which is unacceptable to the Bank

9. Taxation

All taxes, charges or liabilities which the Customer may incur in any jurisdiction is the responsibility of the Customer alone. If the Bank is required by any competent revenue authority to make a deduction or has to withhold an amount payable by the Bank to the customer, the Bank will not be liable to the Customer for the loss suffered as a result of such deduction or withholding.

The customer agrees to indemnify the Bank if a competent revenue authority requires the Bank to make a payment in respect of any tax amount which the Customer failed to pay.

10. Miscellaneous

10.1 Force Majeure:

The Bank shall not be liable for any delay or failure caused by factors outside its reasonable control including without limitation any 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 of internet services provider(s), broadcast telecommunications or other network systems or services, except in cases where these events may be remedied.

10.2 Waiver

Failure or delay on the part of the Bank to exercise any power, right or remedy hereunder shall not operate as a waiver thereof, nor shall any partial exercise by the Bank 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 these Terms and Conditions are cumulative and are not exclusive of any remedies provided by law.

10.3 Full Agreement

These Terms and Conditions are in addition to any account related agreement (the "Account Agreements") signed between the Customer and the Bank. In case of a conflict between the provisions of these Terms and Conditions and the Account Agreements, provisions of these Terms and Conditions will prevail. Issues which are not covered by these Terms and Conditions but covered by the Account Agreements will be governed by the provisions of the Account Agreements.

10.4 Alteration

The Bank reserves the right to revise or alter any of the terms of these Terms and Conditions. The Bank will in the event hereof, where practicable, notify the customer in advance. If the Bank alters any part of these Terms and Conditions, the Customer agrees to be bound by these Terms and Conditions in relation to the appropriate alteration.

10.5 Severability

In the event any one or more of the provisions of these Terms and Conditions is held to be unenforceable under the laws of the applicable jurisdiction; the validity, legality and enforceability of the remaining provisions (or any remaining part of such provision or provisions) shall not be in any way affected or impaired thereby.

10.6 Non Assignment

These Terms and Conditions and the rights and obligations hereunder may not be assigned by either party hereto without the prior written consent of the other. These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Nothing contained in these Terms and Conditions is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights and remedies under or by reason of these Terms and Conditions.

10.7 Governing Law

These Terms and Conditions shall be governed by and construed pursuant to the laws of the United Arab Emirates. The courts of the Emirate of Dubai shall have jurisdiction over any disputes arising pursuant to these Terms and Conditions.