



**MALDIVES ISLAMIC BANK**

# **GENERAL TERMS AND CONDITIONS FOR MIB ACCOUNTS**

## INTRODUCTION:

Maldives Islamic Bank Plc.'s Customer(s) (hereinafter the "Customer" or "Account Holder") shall ensure that the Customer has read these Account Opening Terms and Conditions carefully before opening a banking Account at Maldives Islamic Bank Plc. (hereinafter "the Bank" or "MIB"). The Account Holder agrees and acknowledges that they have read and understood these Terms and Conditions and warrants and confirms that all particulars which have been provided to the Bank are true and correct.

These Account Opening Terms and Conditions (hereinafter referred to as "Terms and Conditions") are part of the agreement between the Bank and the Account Holder governing the provision and use of the Account. The agreement between the Bank and the Account Holder (hereinafter referred to as "Agreement") consists of:

1. The Account Opening Application.
2. These Terms and Conditions.
3. The fees and charges applicable to the provision of Account Opening as listed in the List of Bank Charges published in the official website of the Bank.
4. Any additional services schedules set out in any of the above-mentioned documents and the applicable additional service schedule which contains the specific terms and conditions for the additional service(s);
5. A secure internet site declaration (where applicable); and
6. Any documents relating to security (where applicable).

The term "Account" within these Terms and Conditions relates to any of the following type of Accounts at the Maldives Islamic Bank (MIB):

1. Current Accounts
2. Savings Accounts
3. Investment Accounts
4. Current, Savings and Investment Accounts for Individuals below 16 to 18 years of age
5. Wakalah Deposit Accounts
6. Escrow Accounts

The Accounts of the Maldives Islamic Bank Plc are issued based on the Shari'ah concepts of *Mudarabah*, *Musharakah*, *Wakalah*, *Kafalah* and *Qard*.

For the avoidance of doubt and for all intents and purposes, the Account Holder shall be deemed to have accepted these terms and conditions set out below and agrees to be bound by them immediately when:

- a. the Account Holder successfully completes the application of the Account Opening.

The Publication of the Terms and Conditions (as amended) on the Bank's website shall be deemed notification of the same to the Account Holder.

## 1. DEFINITIONS:

Accounts	means Bank accounts and/or any type of account maintained by the Account Holder at the Bank
Anticipated Profit	means the amount of profit expected to be earned by the Muvakkil (Depositos) over and above the invested amount from the transaction which will be calculated from the anticipated profit rate agreed.
Application	Means the application signed and submitted by the Account Holder or submission via the Bank designated platform (including digital platforms) in connection with the Banking Services required.
Authorized Person	means any person the Account Holder authorizes (either sole or collectively) to operate an account and/or to act on the Account Holder's behalf in giving instructions, to perform



	any other acts under these Terms and Conditions. All references to “the Account Holder” shall also refer to his/her Authorized Person.
Authorized Signatories	means any person the Account Holder authorizes (either sole or collectively) to sign on behalf of the Account Holder in giving instructions relating to the Account operation.
Business day	Means all the days on which the Banks are open to general banking business in the Maldives.
Customer or Account Holder	Means any person in whose name or on whose behalf an account is or is to be opened, maintained or any transaction is carried out through the Bank.
Dormant Account	Means any account that have no customer-initiated activity for a period of Sixty (60) continuous months or such other period as determined by the Bank from time to time;
<i>Kafalah</i>	means a contract of guarantee, where the guarantor conjoins the guaranteed party in assuming the latter’s specified liability.
<i>Mudarabah</i>	means a Shariah-compliant, profit sharing partnership where one partner (Depositor (s) provides capital and other Partner (Bank) offers management expertise for investing in a commercial enterprise for a pre agreed Profit Sharing Ratio.
<i>Mudarib</i>	means a working partner, who provides entrepreneurship, skill and management under a Mudaraba agreement.
<i>Qard</i>	Means a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender.
<i>Rabbul Mal</i>	Is the party in a Mudaraba contract who provides the capital to be invested by the Mudarib for an agreed profit-sharing ratio.
<i>Shirka-al-Aqd</i>	Means joint ownership of two or more persons in a particular property/asset.
Statement	means a periodic statement of the Account setting out the transactions carried out by the Account Holder during the given period and the balances on that account. It may also include any other information that the Bank may deem fit to include.
<i>Wakalah</i>	means a contract where a party, as principal (muwakkil) authorizes another party as his agent (wakil) to perform a particular task on matters that may be delegated, with or without imposition of a fee.

## 2. GENERAL ACCOUNT OPENING TERMS

- 2.1 All Accounts are opened/maintained with the Bank under these terms and conditions which may be subject to change from time to time at the Bank’s sole discretion without any notice.
- 2.2 The Terms and Conditions contained herein shall be deemed to be and construed as part of the original account opening Application/agreement as if it were agreed between the Account Holder and the Bank ab initio.
- 2.3 The Bank may, at its discretion, disallow/restrict the operations of any Account, in the event of non-fulfilment of any account opening requirements or obligations thereafter.
- 2.4 The Bank may, at its discretion, disallow/restrict the operation(s) in the Account Holder’s account(s), if the Bank is of the view that the account operation(s) is non-compliant with these Terms & Conditions. The operation of the account may be reactivated once the Account Holder complies with these terms and conditions.
- 2.5 In general, the signature on the account opening application or application via any digital platform shall mean the Account Holders’ acceptance of all the applicable Terms and Conditions of the Bank in connection with the dealings with the Bank.
- 2.6 All Customer Deposits with the Bank are managed in strict compliance of Shariah principles as per the relevant approved documents of the Bank.

## 3. ACCOUNT OPENING



- 3.1 The Account opening (and any other requests in relation to the Account) is subject to the Bank's approval and requirements in its sole and absolute discretion.
- 3.2 Generally, no Account may be opened with an initial deposit less than the amount prescribed by the Bank from time to time in relation to the currency of deposit, type of Account or otherwise. Such prescribed amount may change at the Bank's discretion which shall be published at the official website of the Bank.
- 3.3 The Bank has the discretion to prescribe and/ or amend the minimum balance requirements for opening and/or maintaining any Account(s), which shall be updated on the official website of the Bank from time to time, and it shall be the Account Holder's responsibility to comply with such minimum balance requirement.
- 3.4 The Account Holder must provide to the Bank in connection with the application for Account opening or with its Account such information and documents requested by the Bank, duly completed, executed, certified or notarised as advised by the Bank.

## 4. AUTHORIZATION

- 4.1 The Account Holder may authorise in writing, other person(s) to operate the Account Holder's Account, which includes conducting transactions etc, however this does not apply to opening of new Account(s).
- 4.2 Any instruction(s) given or purported to be given to Bank by the Authorized Person shall at all times be binding on the Account Holder whether, irrespective of whether these instructions were actually authorized by the Account Holder.
- 4.3 The Account Holder is solely responsible for any liability arising from the account operation.
- 4.4 In case of conflicting instructions received from two Authorized Signatories to any Account, the Bank would be authorized to act at its discretion or stop operations in the Account until such time the dispute is resolved to the satisfaction of the Bank.

## 5. ACCOUNT TYPES

### 5.1 **CURRENT ACCOUNTS:**

Current Accounts under the Shariah contract of *Qard*, under which the Bank guarantees the deposited amount for the Account Holder. The deposited amount must be paid back to the Account Holder in full upon demand based on agreed reasonable duration.

### 5.2 **SAVINGS ACCOUNTS:**

- 5.2.1 Savings Account are accounts whereby the Bank and the Account Holder enters into a Deposit Agreement, under the contract of *Mudharabah*. Savings Accounts will be in operation until the closing of the accounts as per the Account Holder's instructions or the Bank's terms for Account operating.
- 5.2.2 Saving accounts with balances below the minimum balance to earn profit, will be deemed as the Account Holder's decision to unilaterally terminate the Mudarabah contract and the account will be treated as a *Qard* current account.
- 5.2.3 Saving Accounts with balances above the minimum balance to earn profit, will be considered as the Account Holder's acknowledgment to operate the account under *Mudarabah*.





## 5.3 **INVESTMENT ACCOUNTS:**

- 5.3.1 In opening and maintaining Investment Accounts, the Account Holder understands and agrees that the Bank will employ/invest the funds deposited by the Account Holder with due diligence in Shariah compliant investment, and that the Bank in doing so may incur losses or gain profits. The allocation of such profits/losses as determined by the Bank's policies will be accepted by the Account Holder without contestation or proof beyond the general statements of accounts published by the Bank.
- 5.3.2 Investment Accounts are operated under the Shariah contract of *Shirka-al-Aqd*. The Bank shall share the returns from investing the funds deposited with Account Holders on a Profit-Sharing basis at a pre-agreed ratio.
- 5.3.3 In calculating Profit applicable to Investment Accounts, the Bank shall be entitled to deduct proportionate administrative costs at actual and a profit share of the Bank as *Mudarib*, based on the Profit-Sharing Ratio (PSR) as quoted by the Bank and agreed upon by the Account Holder.
- 5.3.4 In the event of loss in business/investments, arising without any fault or negligence on the part of the Bank, all Investment Account Holders in the Investment Pool shall share the losses in their capacity as *Rab-ul-Maal*, on a pro rata basis. The Bank bears the loss of income for in its capacity as *Mudarib*.
- 5.3.5 The profit-sharing ratio between the Bank and the Account Holder, along with weightages if any, will be announced by the bank at the beginning of each financial term relevant for profit calculation which will be available on the Official Website of the Bank.

### 5.3.6 **GENERAL INVESTMENT ACCOUNTS (GIA):**

- 5.3.6.1 GIA are a type of Investment Accounts where the Account Holders will enter a partnership of Shariah contract *Shirka-al-Aqd* by signing the Account Opening Application or submission via any digital platform.
- 5.3.6.2 Withdrawal from a fixed term General Investments Account prior to the maturity date are not permitted. If the Bank approves the withdrawal request by a Account Holder for an urgent reason, no profit shall be paid on premature encashment of the deposit.
- 5.3.6.3 Unless specifically advised by the Account Holder to the contrary, on maturity, a General Investment deposit, instructed for renewal or reinvestment by the Account Holder, will be renewed/re-invested for the same period, on whichever terms applicable for the time being in force.
- 5.3.6.4 The Profit on the amount of the deposit will cease to accrue at the expiration of the term of the deposit given by the Account Holder or the Bank and in this case the whole amount of deposit including profit will be transferred to the Account Holder's designated Account immediately.
- 5.3.6.5 In case of auto renewal of a GIA with profit, the GIA will be renewed at the rates of profit in force at the time of such renewal and with the accrued profits for the completed calendar months of the GIA cycle. Upon completion of the last calendar month of previous GIA cycle, the accrued profit for the remaining part of the previous cycle of the GIA will be added to the renewed GIA balance.

## 5.4 **CURRENT, SAVINGS AND INVESTMENT ACCOUNTS FOR INDIVIDUALS UNDER 16 TO 18 YEARS OF AGE:**



- 5.4.1 These are types of Savings or Investment Accounts, which can be opened and maintained for children below 16 to 18 years of age. These Accounts can be operated by the Parent or Legal Guardian until the child reaches the age of 16 to 18 years.
- 5.4.2 The specific terms applicable for these Accounts will be under the relevant Terms and Conditions.

## 5.5 **WAKALAH DEPOSIT ACCOUNTS:**

- 5.5.1 The Account Holder(s) as “*Muwakkil*” appoints the Bank, to be its agent (“*Wakeel*”) for investment of the Account Holder’s funds deposited to the account.
- 5.5.2 The Bank is hereby authorized to enter into Shari’ah compliant transactions on behalf of the Account Holder and for the Account Holder’s account and to do all acts as fully as the Account Holder could do himself with respect to such transactions through approved products at the Bank’s discretion, and to negotiate on behalf of the Account Holder in relation thereto and to exercise on the Account Holder’s behalf all other related powers necessary to enable it to fulfil its obligations under this agreement.
- 5.5.3 The Bank does not in any form guarantee the capital/deposited amount/investment or the Anticipated Profit.
- 5.5.4 The Bank has the right to appoint a sub agent to delegate all or part of its rights and responsibilities.
- 5.5.5 *Wakalah* Transactions may be carried out for and on behalf of the Account Holder but in the name of the Bank, or in the name of such agent as the Bank selects. In such cases the rights and responsibilities arising from that transaction shall be assumed by the Account Holder; and any intended effect of the transaction entered into by the Bank shall be binding on the Account Holder.
- 5.5.6 The Bank may at times, simultaneously undertake to act as an agent for more than one Account Holder in a *Wakalah* Transaction.
- 5.5.7 Where an arrangement involves more than one Account Holder as contracting parties (whether or not the arrangement involves one or more transactions such as seller and buyer or lessor and lessee), the Bank may act for all of the principals.
- 5.5.8 The Bank shall invest the funds in the *Wakalah* Deposit Account in its business, and upon maturity provide the proceeds of the investment (principal plus profit (if any) minus *Wakalah* fee if applicable) to the Account Holder.
- 5.5.9 In case of early withdrawal, the Account Holder agrees to forfeit the profit that is accrued if any.
- 5.5.10 The Account Holder agrees that, if there is any profit equal or below the Anticipated Profit, the Bank will pay the actual profit to the Account Holder and if the Bank earns profit more than the anticipated profit, then the bank has the right to retain the excess amount as an incentive. If there is any loss, the Account Holder will absorb the loss unless it is due to wilful misconduct or gross negligence or breach of specific terms by the Bank.
- 5.5.11 The Account Holder as principal shall bear all the risks associated with the acts of the Bank as agent for the Account Holder except those risks resulting from the Bank’s wilful misconduct or gross negligence or breach of specific terms.
- 5.5.12 *Wakalah* Transactions shall be carried out for and on behalf of the Account Holder but in the name of the Bank or in the name of such agent as the Bank selects.
- 5.5.13 For the provision of its services hereunder, the Bank shall be entitled to pre agreed and determined *Wakalah* fee specified in the List of Bank Charges, which may be revised from time to time at the discretion of the Bank.



5.5.14 The information related to the *Wakalah* Deposit account i.e. Anticipated Profit and *Wakalah* Fee (if any) will be published in the Bank website from time to time and the bank has the discretion to amend the Anticipated Profit and *Wakalah* Fee from time to time, without any notice to the Account Holder.

5.5.15 In an Unrestricted *Wakalah* Investment the Account Holder agrees that:

5.5.15.1 The Bank will invest the fund to the general *Wakalah* Deposit pool.

5.5.15.2 The Investment assets shall not be specified.

## 5.6 **ESCROW ACCOUNTS:**

5.6.1 Escrow Accounts are based on the Shariah concepts of *Qard*, *Wakalah* and *Kafalah*, where the Account Holder shall deposit the funds to the Bank as *Qard*. The Escrow Service shall be provided to the Account Holder based on *Wakalah* and, provide the Bank Guarantee in favour of the beneficiary, under the concept of *Kafalah*. Upon the fulfilment of the condition of the Escrow Agreement the Bank as *Wakeel*, shall release the funds to the beneficiary.

## 6. **ACCOUNT OPERATION**

6.1 The operation of the Account includes Deposits to the Account, Withdrawals from the Account, Transfers from and to the Account including foreign exchange transactions, receive documents relating to the Account, Draw / stop cheques, Instructions to the Bank to issue letters of Credit, Request to issue Bank Guarantees, standing order requests and any other service offered by the Bank.

## 6.2 **DORMANT ACCOUNTS:**

6.2.1 The Bank may, at its discretion, declare an Account to be dormant in the absence of any transaction (conducted by the customer/authorized persons) for a period of Sixty (60) months.

6.2.2 Once an account is considered dormant, the Account Holder may either choose to reactivate or close the account(s) before the available funds are transferred to Maldives Monetary Authority, as per the laws and regulations.

## 6.3 **DEATH OF THE ACCOUNT HOLDER:**

6.3.1 In the event of death of the Account Holder, it is the presumption of the Bank for all practical purposes that the Account Holder is alive until the Bank is presented with a valid death certificate or confirmation of the deceased issued by the relevant official authorities in Maldives. Upon receipt of the confirmation or said death certificate, the bank is entitled to freeze the Account Holder's account, after which the credit balances in the Account Holder's accounts shall be released by the Bank only against a valid succession certificate, order of the court, letter of administration probate, has been provided, where operating instructions are 'legal administrative' The account may be operated by the Account Holder.

6.3.2 In case of the death of the Authorised Person, it is the presumption of the Bank for all practical purposes that the Authorised Person is alive, and all the instructions received from the Authorized Person even after the death of the Authorized Person shall be valid and binding upon the Account Holder, until the Bank is informed.

## 6.4 **CUSTOMER INFORMATION:**



- 6.4.1 The Customer is obligated to regularly update the information of the Customer , in order to avoid any disruption to the services requested by the Customer or extended by the Bank upon request of the Customer.
- 6.4.2 Any information provided by the Customer to the Bank shall be deemed to be correct and binding unless the Bank receives a formal instruction otherwise from the Customer or Authorised Person.
- 6.4.3 The Customer agrees to notify the Bank of any change of information registered at the Bank immediately in writing via the Bank's appropriate online web portal or as required by the Bank.
- 6.4.4 The Account Holder is obliged to provide all information requested by the Bank to complete any transaction.
- 6.4.5 The Bank may at its discretion disallow/restrict/refuse the operation(s) in the Account Holder's account(s) or deposits and withdrawals, if the information provided is not in line with the latest Customer information/ documents provided to the Bank. The operation of the Account shall be reactivated once the Account Holder complies with these terms and conditions.

## 6.5 **FOREIGN CURRENCY ACCOUNTS:**

- 6.5.1 Cash withdrawals from the Account Holder's foreign currency Account(s), would be subject to availability of foreign currency notes with the Bank at the time of withdrawal.
- 6.5.2 Withdrawals from or deposits to, the Account Holder's foreign currency Accounts would be subject to foreign exchange practices of the Bank or the Government of Maldives, currently in force and as amended from time to time. The Account Holder further agrees that the Bank's interpretation/determination of whether or not it is able to allow any such deposits/ withdrawals, shall be final and binding on the Account Holder.

## 6.6 **BUSINESS ACCOUNTS:**

- 6.6.1 In the case of a Partnership or Business Account, the first authority given shall remain in force until revoked in writing where such revocation must be duly acknowledged by the Bank. Any change in the constitution or name of the firm or business or any change in the membership of the firm or shareholders of the business by death, bankruptcy, retirement or otherwise or the admission of any new partner or shareholder shall not be binding on the Bank until actual receipt of such change. The Bank shall be entitled to treat the surviving or continuing partners or shareholders for the time being as having full power to carry on the business and to deal with its assets if there had been no change in the firm, business or where no actual notification is received.

## 6.7 **CLOSING OF ACCOUNTS**

- 6.7.1 The Bank reserves the ABSOLUTE right of closing an account or refusal to open an account in the Account Holder's name, and the Bank shall not be subject to the provision of any justification towards the same.
- 6.7.2 Any Accounts designated to receive the profits can only be closed after the maturity or closure of that specific account only after the relevant profits being credited to defined Account.
- 6.7.3 At Account closure, Profit for Saving Accounts shall be credited up to the last completed calendar month. For the avoidance of doubt, no profits will be paid for the month the account is closed.

## **7. FREEZING, SUSPENSION, RESTRICTING AND BLOCKING OF ACCOUNTS**

- 7.1 The Bank may exercise its discretion to freeze, stop, suspend, block, restrict the operation of the accounts or close the accounts in pursuance of any Court or Administrative order, or instruction from a Court of law/ authorized Government and State Authority/Agency, without reference to the Account Holder.
- 7.2 Where the Bank deems it necessary for the protection of its interests or to comply with Applicable Laws or its internal policies (including if the Account Holder or any of the Account Holder's Affiliates becomes subject to Sanctions or in the event of any legal action or proceeding are being taken against the Account Holder or any of the Account Holder's Affiliates), the Bank may at anytime suspend or freeze the Account Holder's Account (including freezing or blocking any Card), block the transactions and/or put a hold on the Account Holder's Account until internal investigations of the Bank are completed and a decision is made in respect of continuation of the Account with the Bank or to close the Account.
- 7.3 Any actions taken by the Bank under Point 7.2 shall be notified to the Customer within 24 hours of taking such action and the Bank shall take all reasonable steps to expedite the internal investigations.
- 7.4 Bank has the right to hold, suspend or close an account if;
- 7.4.1 The Account Holder does not provide the requested information within the requested time;
  - 7.4.2 The Account Holder is found to conduct transactions which are not in line with the KYC information provided to the Bank.

## **8. GENERAL TERMS**

- 8.1 Advices and statements of Account in respect of the Account Holder's Accounts shall be provided by any Bank designated means of communication, upon request received from the registered email of the Account Holder at the Bank.
- 8.2 Notices, advices, statements etc, delivered (by hand, email)/posted to the last updated address with the Bank, will be presumed to have been rightly/duly served on or sent to the Account Holder. Letters posted shall be considered to have been delivered 15 (fifteen) calendar days after posting.
- 8.3 The Bank reserves the right to redirect correspondence to the Account Holder to another address designated on the application by the Account Holder, in the event the Bank's mailings are returned and the Account Holder cannot be contacted.
- 8.4 It shall be the Account Holder or Authorized Person's responsibility to verify/approve all correspondence or instructions given by the Account Holder or Authorized Person over telephone or sent by the Account Holder or Authorized Person to the Bank by e-mail or via the Bank's appropriate online web portal in connection with the Account Holders various Accounts and dealings with the Bank and all matters and issues related thereto. The Account Holder or Authorized Person also acknowledge that the Bank would normally act only on the Account Holder or Authorized Person's written/signed instructions sent via the via the Bank's appropriate online web portal or as required by the Bank, and that it would be the Bank's discretion to accept/reject any verbal/telephonic/ email instructions.
- 8.5 The Bank would carry out all the Account Holder instructions:
- 8.5.1 Bearing the Account Holders signatures as recorded with the Bank regardless of how the Account Holder 'actually' sign on any other documents/record.



- 8.5.2 Or received through verified secure electronic channels such as internet banking or the Bank's appropriate online web portal.
- 8.6 It shall be the Account Holders responsibility to use the account opened with the Bank only for legitimate/legal/allowed and Shariah-compliant personal or business purposes and not for money laundering purpose or any purpose that violates any rules/laws in force.
- 8.7 In accordance with normal banking practice, the Bank will not meet payment of cheques presented for payment more than six months from the date stated in the cheque or post dated cheques.
- 8.8 The Bank may accept cheques, drafts or other instruments under clearing or collection arrangements, entirely at the Account Holder's own risk for loss, claims, dishonour, non-payment, loss/delay in transit, etc. The value of the un-cleared/un-realized items, if credited, but returned unpaid later, may be debited again to the Account Holder's account by the Bank, and the Account Holder shall be responsible to pay its full value back to the Bank, if withdrawn from the Account wholly or partially.
- 8.9 The Bank, in its ABSOLUTE discretion, may issue cheque book for withdrawals from the Account Holder's Account and may, at its discretion, withdraw or recall the same. The Bank may also refuse to allow withdrawals except through such cheques.
- 8.10 The Account Holder would be completely responsible for the safe custody of any cheque book and shall immediately notify the Bank, in writing, if a cheque book or any leaf from it, is lost/stolen. In such a case, the Bank may, at its discretion, accept/place a 'stop payment' instruction from the Account Holder against such cheques. Stop payment instructions received through verified secure electronic channels such as internet banking or the Bank's appropriate online web portal will be accepted at the discretion of the Bank. However, the Account Holder agrees that Bank would not be able to act upon any such advice if a transaction has been processed with such a cheque. Further, the Account Holder undertakes to indemnify the Bank and hold it harmless against any loss, claims or legal action arising out of any accidental payment of such cheques due to rush of work or any other legitimate reason.
- 8.11 A cheque book may be issued by the Bank in its absolute discretion, for eligible current accounts upon payment of a charge.
- 8.12 The Bank is authorized to reverse any incorrect entries and/or the amount of profit/loss thereon, accidentally/mistakenly posted to the Account Holder's Account(s). In case the Account Holder has withdrawn all or part of sum wrongly/mistakenly credited to the Account Holder account, the Account Holder undertake to re-deposit that sum immediately on being notified of the wrong credit to the Account Holder Account, without contestation or delay.
- 8.13 The Bank shall be fully authorized to deduct/ withhold any duties/taxes/levies in any form and provide any information, as required under any applicable rules/laws in force, without referring to the Account Holder.
- 8.14 The Bank, its Head Office, subsidiary offices, branches, or any of its Employees, agents etc. shall not be liable for unavailability of funds credited to the Account Holder's Account(s) due to any legal restrictions imposed by relevant government agencies, involuntary transfer, acts of war, civil strife, industrial action, acts of nature or other causes beyond the control of the Bank.
- 8.15 In case the Customer requests the Bank to 'hold the Customer mail', i.e. not to mail any notices, advices, statements etc. to the Customer's given address, without any responsibility obligations on part of the Bank, so that the Customer may collect it at the Customer's convenience, such notice, advice or statements will be considered as having been duly delivered to the Customer, while being held by the Bank and the Customer shall hold the Bank



harmless against any liability/consequences of non-delivery to of such notice, advice or statement on time the Customer.

- 8.16 If the Account Holder wishes to raise a complaint, the Account Holder may proceed via the Bank's appropriate online web portal or as required by the Bank. If a dispute cannot be resolved via mutual discussion, the matter may be referred to a relevant Court of law in the Maldives as per the relevant laws and regulations and these Terms and Conditions.
- 8.17 Generally, all the services/facilities provided by the Bank shall be subject to the List of Bank Charges, currently in force and may be amended from time to time and is available on the Official Website of the Bank.
- 8.18 All telephone calls to the Bank's Customer Service hotline may be recorded to ensure that the quality of service and security is maintained for Customers.
- 8.19 The Account Holder authorizes the Bank to accept and act on any instructions, communications, requests, or documents transmitted from the Account Holder's registered email address maintained with the Bank, which shall be deemed authentic, valid, and binding on the Account Holder, without the need for further verification or confirmation. The Account Holder agrees to be solely responsible for maintaining the security, confidentiality, and proper use of said registered email account, and undertake to immediately notify the Bank in writing if such email account is compromised. The Account Holder hereby agrees to irrevocably indemnify and hold the Bank harmless from and against any and all losses, claims, damages, liabilities, costs, and expenses arising out of or in connection with the Bank acting on any such email instructions or documents, whether or not the same were in fact authorised by the Account Holder. The Bank reserves the absolute right, at its discretion, to decline or act on any email instruction, without incurring any liability.

## 9. LEGAL ACTION

- 9.1 If, for any reason, the Account Holder fails to comply with the terms and conditions of this Agreement, the Bank may terminate this Agreement and proceed to recover all amounts payable. The Account Holder shall be responsible for all costs, charges and expenses incurred by the Bank, including reasonable legal fees on a full indemnity basis.

## 10. VARIATION OF TERMS

- 10.1 The Bank reserves the right to alter or modify these terms and conditions or to introduce new terms and conditions (including without limitation to revise Fees and Charges imposed hereunder or introduce new Fees and Charges) from time to time upon notification to the Account Holder by publication of such alteration/amendment or addition on the Bank's official website before such alteration/amendment or addition becomes effective. The Account Holder shall be deemed to have accepted without reservation such alteration upon using the Account after the date on which the same is to take effect as specified in such notification.

## 11. DISCLOSURE OF INFORMATION

- 11.1 The Account holder acknowledges that the Bank, at its discretion, is authorized to respond to any and all Orders, Instructions and enquiries received from a Court of law/ authorized government and State agencies, domestic and international, where in so far obligated under any law for the time being in force, concerning the Account Holder's Account(s), without reference to the Account Holder.
- 11.2 The Account Holder authorizes the Bank to disclose any information concerning the Account Holder or their Account(s) as the Bank deems appropriate as per the laws and regulations. This consent shall be effective even when the Account Holder no longer holds an Account with the Bank.
- 11.3 The Account Holder hereby consents and acknowledges that the Bank is entitled to report the Account Holder to any relevant credit risk monitoring unit locally and/or internationally as required by the laws and regulations.



## 12. RIGHT TO SET OFF AND INDEMNITY

- 12.1 The Bank shall have the right to debit the Account Holder's Account with all the expenses and fees and other transaction costs related to the dealings and commitments towards the Bank at any time, at its sole discretion, as per the List of Bank charges published in the official website of the Bank.
- 12.2 The Bank shall have the right of lien and set-off and /or disposal in respect of any of the rights, funds, profits or assets that are in the custody of the Bank, against any liability in favour of the Bank at any time. As a result of exercise of such a right through set-off, merger, combination, consolidation etc. of all or any account(s) in the name of the Account Holder, notwithstanding that the relevant Accounts are not of the same type or nature, if there is a shortfall in clearing the liability, the Account Holder undertakes to make good any such difference at the Bank's first demand.
- 12.3 In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may, without notice, combine or consolidate the outstanding balance on the Account with any other account(s) which the Account Holder maintains with the Bank and set-off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of the Account Holder's liability to the Bank under this Agreement.
- 12.4 It shall be the Account Holder's responsibility to indemnify, defend and hold the Bank harmless from and against any and all damages, claims, loss, litigations, legal action or such other liabilities suffered by the Bank owing to any Incorrect/Incomplete information provided by the Account Holder to the Bank or for any loss, legal action, damages or claims arising from or relating to the Bank agreeing to open/operate an account for the Account Holder in its books or relating to the operation or use of the Account or the Services by the Account Holder or in connection with transactions conducted from the Account Holder's Account or breach, non-performance or inadequate performance by the Account Holder of any of these Terms or the acts, errors, representations, misrepresentations, misconduct or negligence of the Account Holder in the performance of the obligations.

## 13. EFFECT OF THIS AGREEMENT

- 13.1 Notwithstanding the termination of these Terms and Conditions, all provisions contained herein shall continue to have full force and effect against the Account Holder with respect to the operation of the account and any transactions entered into and liabilities of the Account Holder incurred hereunder.
- 13.2 Each of these terms and conditions shall be severable and distinct from one another and if at any time anyone or more of such terms and conditions is or becomes invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby.

## 14. LAW AND JURISDICTION

- 14.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Maldives.
- 14.2 These terms and conditions and all transactions conducted hereunder are subject to the principles of Shariah, as determined by the Bank's Sharia Committee.
- 14.3 These terms and conditions shall automatically stand amended if such amendments are necessitated by law, Government regulations or instructions issued by the Maldives Monetary Authority.
- 14.4 All competent courts at Male' City shall have the jurisdiction to hear and determine any dispute, action, claim or proceedings arising out of or in connection with this Agreement in the first instance.



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14.5 The Account Holder waives any right that the Account Holder may have under applicable law to object to the jurisdiction or venue with respect to any proceeding brought by the Bank in accordance with this paragraph for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

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