

## Business Banking General Terms and Conditions

### Effective from 9 April 2023

With effect from the above mentioned date, these Business Banking General Terms and Conditions for the Operation of Accounts (“Terms”) (as amended from time to time in accordance with these Terms) are applicable to all new and existing business accounts that we operate for you.

These Terms are not applicable to our personal banking accounts for which separate terms apply. You should read these Terms carefully and keep them in a safe place together with the terms and conditions which apply to specific accounts and to other services (such as Business Debit Cards, Business Credit Cards and CBD E-Channels, e-Advice services, Phone Banking, SMS Banking, CBD Online Banking).

These Terms govern the banking relationships between you and CBD. They are deemed to be accepted by you and constitute an inseparable part of the contractual relationships between you and CBD upon your subscription of one of the Services.

From the date noted above they will:

- Apply to all your business accounts (whether current or deposit) with us in the Country (other than any business accounts subject to separate terms and conditions expressly agreed in writing between you and us which include a specific provision excluding the application of the Terms to such business account) (each such business account, an “Account”) and your operation of such Accounts;
- Explain our obligations to you and your obligations to us; and
- May be added to, supplemented, or varied by additional terms and conditions applicable to:
  - Any specific Account; and/or
  - Other banking services,
- In each case, as such terms and conditions may be amended, varied or otherwise modified from time to time; and
- may be amended, varied or modified from time to time pursuant to the terms and conditions below.

The latest version of these Terms and our Tariff of Charges are available for you to access electronically on our website or in person at one of our Branches.

### Definitions and Interpretation

In these Terms, the following words and expressions shall have the following meanings:

**Account Holder** means the Customer who holds an account with CBD under this Terms, either singly or jointly with another entity or entities.

**ATM** means an “automated teller machine” or some such self-service machine operated by us or another financial institution.

**Authority** means any judicial, administrative or regulatory body, any government, or public or government agency, instrumentality or authority, any Tax Authority, securities or futures exchange, court, central Bank or law enforcement body, or any agents thereof, having jurisdiction over any part of the CBD Affiliate.

**Bank** means Commercial Bank of Dubai PSC (also defined as **CBD**).

**BIC** means the **Bank Identifier Code of the relevant Bank**.

**Branches** mean those branches of Commercial Bank of Dubai PSC situated in the Country.

**Business Day** means a day (other than a Friday or Saturday) on which Commercial Bank of Dubai PSC is open for business.

**Call Deposit Account** means any special deposit Account where you have instant access to your funds in the currency of the Country and which earns interest.

**Cards** mean any of or all your debit cards or credit cards linked to an Account.

**Collect or collection** of a Foreign Cheque means that we will either send the Foreign Cheque directly to the Bank on which it is drawn for payment, or pass the Foreign Cheque through the appropriate clearance system in the country where the Foreign Cheque needs to be presented for payment.

**Compliance Obligations** means obligations of any member of the CBD Affiliate to comply with:

- a) Any Laws or international guidance and internal policies or procedures,
- b) Any valid demand from an Authority or reporting, regulatory trade reporting, disclosure or other obligations under any Law and
- c) Laws requiring CBD to verify the identity of our Customers.

**Connected Person** means a person or entity whose information (including Personal Data or Tax Information) is provided by, or on behalf of, you to any member of the CBD Affiliate or otherwise received by any member of the CBD Affiliate in connection with the provision of the Services. In relation to you, a Connected Person may include, but is not limited to, your guarantor, a director or officer of a company, partners or members of a partnership, any Substantial Owner, Controlling Person, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, your agent or nominee, or any other persons or entities having a relationship to you that is relevant to your banking relationship with the CBD Affiliate.

**Contact us or inform us or upon request** means any of the following:

- Visit one of our commercial Branches and/or meet with your relationship manager.
- Visit us on our website at <https://www.cbd.ae/business>.

**Controlling Persons generally** means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control).

**Country** means United Arab Emirates.

**Customer** means Sole Proprietorship, Partnership Firm, Company or any other legal entity licensed to do business in United Arab Emirates and having a transaction Account with the Bank in its name as Account holder.

**Customer Information** means Personal Data, confidential information, and/ or Tax Information of either you or a Connected Person (including accompanying statements, waivers and consents).

Customer Notice means a notice sent to you by post, statement message, email or secure e-message or by any other means that allows it to be addressed to each Business Banking Customer.

**Direct Debit** means a regular (local currency) payment from an Account which we have been authorized to make to a person's account in the Country in response to requests made by such person's banker. The amount(s) and date(s) of the payment can be either fixed or variable.

**Financial Crime** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any Laws or regulations relating to these matters.

**Financial Crime Risk Management** Activity has the meaning set out in clause 12.9.

**Foreign Cheque** means a cheque or similar instrument that is either:

- a) In a currency other than the currency of the Account into which such cheque is requested to be deposited; or
- b) Drawn from an account located in any jurisdiction other than the Country.

**Foreign Currency** means any currency other than the currency of the Country.

**CBD** means Commercial Bank of Dubai PSC.

**CBD Affiliate** means Commercial Bank of Dubai PSC, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices, and "any member of the CBD Affiliate" has the same meaning.

**IBAN** means the "International Bank Account Number" for the relevant account.

**Includes** mean including without limitation.

**Incorporated body** means a company (incorporated in the Country or overseas), Limited Liability Company or other incorporated body.

**Internal transfer** means a payment between Accounts you have with us in the same name, including an automatic transfer between such Accounts.

**In the national press** means publication in two national newspapers.

**Joint Account** means an Account opened pursuant to a joint account signing authority executed by two or more persons.

**Laws** means any applicable local or foreign statute, law regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the CBD Affiliate and an Authority, or agreement or treaty between Authorities and applicable to CBD or a member of the CBD Affiliate.

**Loss** means any claim, charge, cost (including, but not limited to, any legal or other professional cost), damages, debt, expense, tax, loss liability, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment, however calculated or caused, and whether direct or indirect, consequential, punitive or incidental.

**Mandate** means a document telling us who is authorized to make payments from your Account(s) which contains each authorized signatory's specimen signature(s).

Tell us if any authorized signatory is unable to provide a specimen signature because of a disability so that we can make alternative arrangements.

**Partnership** means two or more people operating an unincorporated business together with a view to making a profit from their activities.

**Person or persons** means any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).

**Personal Data** means any data relating to an individual (and corporate entities, in those countries where data privacy law applies to corporates), from which the individual can be identified, including, without limitation, sensitive personal data, name(s), residential address(es), contact information, age, date of birth, place of birth, nationality, citizenship, personal and marital status.

**PIN** Means the Personal Identification Number the Bank issued to the Customer and/or the Customer have selected to enable his/her ATM Card to be used at an ATM, retail outlet accepting the ATM Card, and other self-service terminals.

**Processing Deadline** means the time before which on a Business Day a payment or a payment instruction is treated as received by us and which time varies for each currency, each type of payment and each payment instruction method (which details can be provided upon request). 4

**Recipient or Beneficiary** means the person receiving the funds to be paid, which could be another person or organization or it could be you for a payment to another account you have or a cash withdrawal.

**Regulator** means the United Arab Emirates Central Bank

**Services** means, without limitation,

- a) The opening, maintaining and closing of your Bank accounts,
- b) The provision of credit facilities and other banking products and services to you (including, for example, securities dealing, investment advisory, broker, agency, custodian, clearing or technology procuring services), processing applications, ancillary credit assessment and product eligibility assessment, and
- c) The maintenance of CBD's overall relationship with you, including marketing or promoting financial services or related products to you, market research, insurance, audit and administrative purposes.

**Sole trader** means a person operating a business in his or her own name, or under a trade name or an entity that does not have separate legal personality from its owner (other than a partnership).

**Standing Order** means a regular payment to be made from an Account to a specified account for a specified amount on specified dates.

**Substantial Owner** means any individual entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

**Tariff of Charges** means our Business Banking Tariff of Charges as amended from time to time and available for download from our website or in hard copy format from our Business Branches.

**Tax Authorities** means domestic or foreign tax, revenue, fiscal or monetary authorities.

**Tax Certification Forms** means any forms or other documentation as may be issued or required by a Tax Authority or by CBD from time to time to confirm the tax status of an account holder or a Connected Person.

**Tax Information** means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the tax status of a Customer (regardless of whether that Customer is an individual or a business, non-profit or other corporate entity) and any owner, Controlling Person, Substantial Owner or beneficial owner of a Customer, that CBD considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any CBD Affiliate member's obligations to any Tax Authority and includes, but is not limited to, information about: tax residence and/or place of organization (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

**Term Deposit Account** means an Account with a deposit held for a fixed term.

**Website** means the business banking pages available for viewing at <https://www.cbd.ae>. Reference to the singular includes the plural (and vice versa).

References herein to Customer, you and your have the following meanings:

- For sole traders and partnerships – the individuals who own the business;
- For heirs – the heirs (collectively and individually) and the deceased (as appropriate); and
- For companies, limited liability company, clubs, societies, associations, charities and other unincorporated body – both our Customer and (where applicable), the directors, officers, members, shareholders and other parties responsible for the operation of the business, charity or body.

References herein to CBD, we, us and our refer to Commercial Bank of Dubai PSC, acting through its Branches in the Country and any successors or assignees.

## 1. Changes to Your Existing Account Terms and Conditions, and Future Amendments

1.1 From the date first mentioned above (the "Effective Date"), these Terms replace any terms and conditions that may have previously applied to any Account.

1.2 Each:

- a) Log-in or other access to CBD E-Channels in respect of any Account;
- b) Execution of a business account application form;
- c) Execution of any application in relation to any product or banking service relating to any Account; and
- d) Other action demonstrating a use (continuing or singular) of any Account, shall be deemed and shall constitute your acceptance of these Terms.

1.3 These Terms are applicable to each Account and to all banking transactions relating to each Account other than to the extent that these Terms in respect of any particular Account have been amended or otherwise varied by a separate agreement in writing executed by you and us (each such agreement, a "Variation Agreement") in which case these Terms shall apply as amended or varied by such Variation Agreement.

1.4 Any terms and conditions required pursuant to applicable laws or regulations of the Country to apply to each Account shall be:

a) Subject to paragraph (b) Below:

- (i) Deemed incorporated into these Terms to the extent required by such applicable laws and regulations; and
- (ii) In the case of inconsistency between such required terms and conditions and these Terms, the former shall apply to the extent of such inconsistency; and

b) Where such terms and conditions are incorporated pursuant to a) above, such terms and conditions are incorporated:

- (i) Unless such required terms and conditions can be waived (and you hereby agree and confirm with us that such term or condition be waived in respect of each Account); and
- (ii) Where such terms and conditions can be modified, to the extent modified by these Terms (and you hereby agree and confirm with us that such term or condition be so modified).

1.5 In the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between you and us, these Terms shall prevail. Any consents, authorizations, CBD requested waivers and permissions that already exist from you in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.

1.6 Subject to clause 1.7 below, you hereby agree and confirm that these Terms may be amended by us (without any subsequent consent from you) by:

- a) Sending a copy of the proposed amendment to you by regular mail or email; or
- b) Posting a copy of such amendments on our website or replacement website; or
- c) Posting a notice of such amendments in our Branches, and that such amendments to these Terms shall become effective and binding upon you on the date falling 30 days after the sending or posting, as the case may be, of the notice of the amendment. You hereby agree to and confirm the above procedure for amendments to these Terms and that we are not required to provide you with any other notice of amendments to these Terms.

1.7 Notwithstanding clause 1.6 above, you hereby agree and confirm that we may make any amendments to these Terms without complying with clause 1.6 above where such amendments are, in our opinion, required in order to comply with any law or regulation applicable to any Account and any such amendments shall become effective immediately without any prior notice to you.

1.8 On and from the date on which any amendment to these Terms becomes effective pursuant to clause 1.6 or 1.7 above, any operation by you of any Accounts in any way will be deemed to constitute your acceptance without reservation of such amendments.

1.9 If we have received instructions from you to close an Account prior to the date on which any amendment to these Terms become effective pursuant to clause 1.6 or 1.7 above, such amendments will not apply to such Account being closed (other than to the extent such amendments are required pursuant to applicable law or banking regulation) and such Account shall be closed in accordance with these Terms (existing prior to such amendment).

1.10 If you do not accept an amendment to these Terms, an amendment to or replacement of the Tariff of Charges or any other change of which notice has been provided by us to you in accordance with these Terms in respect of any Account, you shall inform us in writing within 30 days of the date of such notice to you, that you do not accept such change in respect of any or all Accounts and such notice shall be deemed to constitute a request to close such Accounts.

## 2. Account Opening

2.1 In relation to each document provided by you to us or completed by you for us in order to help protect you, us and any other person against fraudulent use of the banking system, you shall immediately inform us in writing of any amendments, revocations, cancellations, variations or any other changes to such documents.

2.2 You shall procure and ensure that, at all times, we are in possession of the most recent and current versions of all documents related to the identification and license (whether corporate or personal), especially those which are subject to periodic renewal, and as relate to you, your authorized signatories, directors, intermediary owners, ultimate beneficial owners, shareholders and other associated parties (as applicable).

2.3 Where any documentation is not provided in compliance with clauses 2.1 and 2.2 above:

- You shall pay to us any charges as we may apply in respect of such failure to comply; and
- Any Account may be immediately suspended or closed by us and you agree that we will not be responsible for any Loss that you may suffer as a result of such suspension or closure.

2.4 To open any account, you shall provide us with such documents or other evidence as we may require in relation to you, your authorized signatories, directors, intermediary owners, ultimate beneficial owners, shareholders and other associated parties and your authority to undertake commercial activity in the Country (the scope of such documents and evidence for the opening of any account can be obtained by you upon the Bank's request).

2.5 We shall be under no obligation to permit any person to issue us instructions to operate any Account unless in respect of any such person we have received from you:

- Evidence of mandate instructions from you;
- Evidence confirming the authority of such person; and
- Evidence that such person may act as an authorized signatory for such Account pursuant to the laws and regulations applicable to such Account, you and such person.

2.6 Notwithstanding any term of these Terms, we may, in our sole and absolute discretion, decline at any time, without any obligation to provide any justification or reasons, to open any account for you, accept payment transfers from you, renew any term deposit for you, or provide any new service to you.

## 3. Payments Into Your Account

### Methods of Payment

3.1 Subject to you or a third party remitter providing such documents and evidence as we may require (including as to the source or origin of funds or the method of transmission), funds may be paid into an Account by:

- Cash paid in at our counters;
- Electronic (wire) transfers;
- Standing Orders and Direct Debits;
- Internal transfers; and
- Cheques, provided that such payment instructions are issued:
  - To you in your legal name; or
  - If you are a legal partnership and permitted by applicable law and regulation, to any or all partners or to the duly registered partnership trading name.

### Processing Payments

3.2 Subject to this clause 3 and other than where expressly agreed by us in writing, payments made into an Account will be processed by us:

- Where such payment has been received by us on a Business Day prior to the Processing Deadline, on the day of receipt; and
- Where such payment has been received by us on a Business Day but on or after the Processing Deadline, on the subsequent Business Day; and
- Where such payment has been received by us on a day other than a Business Day, on the next Business Day, in each case, where any such payment is being made into an Account by another Bank or financial institution, subject to any of such Bank's or financial institution's deadlines and processing arrangements causing any delays to our processing such payment.

3.3 You hereby agree and confirm that the receipt of any payment into an Account shall be deemed to constitute your consent to such payment being processed by us and the amount of such payment being credited to your Account.

3.4 We shall not have any obligation to process any payments into any Account until we have received such payment and after we have had the opportunity to verify such payment (and you agree that we shall not be responsible for any Loss suffered by any person due to any delay caused by any verification or verification process made by us pursuant to this clause).

3.5 If any deposit or other instructions to make a payment into an Account contains a mathematical error in respect of the funds being so paid into an Account, we may make corrections to such deposit or other instruction and no more than the accurate sum of such funds will be credited to such Account.

3.6 Any payments made into an Account in any currency other than the currency of such Account will be:

a) Converted at our prevailing exchange rate which exchange rate is a variable exchange rate subject to Constant changes throughout the day following movements in the foreign exchange markets; and

b) Subject to a processing fee which fee may be deducted by us from amounts standing to the credit of such Account.

3.7 In respect of any exchange rate and fee applied to any payment pursuant to clause 3.6 above:

a) The amount of such exchange rate and fee shall appear on the statement in respect of the applicable Account; and

b) Details of such exchange rate and fee shall be provided to you by us upon your request.

3.8 We may, in our sole and absolute discretion, contact you if we consider that a payment was made into an Account in error and while a determination is being made as to the validity of such payment, we may block or otherwise prohibit your access to such Account in an amount equal to such payment.

3.9 Any payment made into an Account in error (by us or otherwise and whether mistakenly, fraudulently or otherwise) may be reversed by us without your consent and an amount equal to such payment (the "Correction Amount") shall be deducted by us (without seeking your prior consent) from the funds standing to the credit of the applicable Account.

3.10 Where an amount is to be deducted from an Account pursuant to clause 3.9 above and the funds standing to the credit of such Account are less than the applicable Correction Amount, an amount equal to the difference between the Correction Amount and the amount of the funds standing to the credit of such Account (the "Overdraft Correction Amount") shall be deemed an overdraft of such Account (and where the Overdraft Correction Amount exceeds the available overdraft of such Account, the available overdraft of such Account shall be deemed to be extended to the extent necessary to cover the remaining Overdraft Correction Amount) and such amounts shall be subject to these Terms in respect of any overdraft (where you shall be solely responsible for any Loss associated with such overdraft).

#### **Cash**

3.11 You shall not send cash to us by post, courier or similar service or leave any cash unattended in any way for us in any manner or in any place. We shall not be held responsible in any way for any Loss you suffer (directly or indirectly) as a consequence of a failure by you to comply with this clause

3.11.1 You shall not tear, deform, or pierce any banknotes or write, draw, add any shape or otherwise deface any banknotes (or take any similar action) where any such action is prohibited by any law or regulation applicable to such banknotes.

3.11.2 Any banknotes that are torn, pierced, deformed, defaced in any way, or are otherwise in a condition which, in our sole opinion, is in an unacceptable condition, shall:

a) At our discretion, not be accepted for payment into any Account and subject to

b) Below, be returned to you; or

c) Where we are obligated by applicable law or regulation (including, without limitation, as directed by our Regulator), be confiscated and remitted to the applicable governmental authority and no credit for such banknotes shall be provided to you.

3.11.3 Payments of cash only made into an Account over the counter at one of our Branches shall be:

a) Immediately credited to such Account after it is counted and verified;

b) Available for you to withdraw immediately after processing; and

c) Treated as cleared for interest calculation purposes (if applicable) on the day of payment.

3.11.4 Any payments of cash made into an Account over the counter at one of our Branches may, in our sole and absolute discretion, be refused if, following a request by any of our employees or agents at such branch for the source of such funds:

a) You do not clearly and in writing declare the source of such funds; or

b) Following the submission by you of a clear and written declaration of the source of such funds, we determine that we are prohibited by applicable law or regulation from accepting such funds for payment into the Account.

3.11.5 If you hold a valid card (debit or credit) issued by us, any funds in cash directly deposited into a bulk cash deposit machine located within one of our Branches shall be counted and verified as soon as possible following which the amount of such funds shall be immediately credited to the designated Account.

3.11.6 Any amounts of cash or cheques (subject in the latter case to clause 3.12 below) deposited into an Account in one of our deposit accepting ATMs in an envelope provided by the ATM, shall be:

a) Counted and verified after the contents of such ATM machine have been received by our branch staff following the collection of such contents (which collection and receipt may be two (2) Business Days or longer following the deposit of such funds into the ATM);

b) Available for you to withdraw immediately after processing following the receipt of such funds referred to in a) above; and

c) Treated as cleared for interest calculation purposes (if applicable) on the same day as such were credited to your Account.

#### **Cheques**

3.12 We shall not be obligated to accept any cheque, Foreign Cheque or other instrument for payment into any Account unless:

- a) Where such cheque or Foreign Cheque has been made payable to someone else, the Beneficiary of such cheque or Foreign Cheque has affixed their signature (or in the case of any person other than a natural person, the signature of an authorized signatory of such person) on the back of such cheque or Foreign Cheque; and
- b) Where such cheques or other similar instrument are marked as “not transferable” or “account payee”, such cheques are payable to you in your name or duly registered trade name; and
- c) We have received such other documents or evidence as we may require.
- 3.12.1 Any amount of funds paid into an Account by a cheque or similar instrument shall not (without our prior written consent) be available to be withdrawn until the funds represented by such cheque or similar instrument have been cleared and paid into such Account.
- 3.12.2 The period of time for the clearance of funds referred to in clause 3.12.1 above may vary due to (i) the clearance system in the Country and (ii) differing characteristics of different cheques and similar instruments and may become prolonged where there are credit or fraud prevention reasons for the extension of such period and we shall not be responsible for any Loss suffered by any person as a result of such funds not being available until cleared.

#### **4. Payments From Your Account**

##### **Methods of Payment**

4.1 We shall make payments from any Account (without specific instructions from you) provided that such payment is authorized to be made by us under these Terms or by the terms of a facility letter or other agreement or arrangement between you and us.

##### **Payments instructions at Branch**

4.2 You hereby confirm and agree that we shall be authorized to make payments at one of our Branches from an Account without any additional specific instructions from you provided that:

- a) Where such payment is to be made in cash by us over the counter at such branch (which payments include cashing any cheque or Foreign Cheque) we are provided with:
- (i) Proof of the identity of the person seeking to obtain such funds; and
- (ii) Proof of the authority from you of the person to obtain such funds from such Account, in each case in a form acceptable to us; and
- b) The payment details provided to us are confirmed to be correct.

4.3 A debit card linked to an Account is not sufficient to make cash withdrawals from an Account over the counter at any of our Branches without the documents and evidence referred to in paragraph a) of clause 4.2 above.

##### **Payments instructions by ATM**

4.4 You hereby confirm and agree that we shall be authorized to make payments at an ATM without any additional specific instructions from you provided that we have electronic confirmation that:

- a) The card linked to such Account has been used for such payment at an ATM and the correct PIN was entered;
- b) The payment details were entered on the keypad of the ATM; and
- c) The making of such payment was confirmed on the ATM.

##### **Payments instructions by post**

4.5 Unless we have received written instructions from you not to accept any payment instructions by posted letter, you hereby confirm and agree that we shall be authorized to make payments upon receipt by us of a letter containing payment instructions in respect of an Account provided that:

- a) The payment instructions contain all the payment details required for the relevant type of payment;
- b) The payment instructions appear to have been signed in accordance with your mandate;
- c) The payment instructions appear to have been confirmed by a signatory authorized under your mandate to make such payment instructions; and
- d) We have received any other documents or evidence that we may request to verify the authenticity of such payment instructions.

##### **Payment instructions by fax**

4.6 Unless we have received written instructions from you, in a form satisfactory to us, we will not accept any payment instructions by fax.

##### **Foreign currency payments**

4.7 Payment made from Accounts in a Foreign Currency shall only be made by:

- a) Cash withdrawals over the counter at one of our Branches (subject to the availability of the applicable Foreign Currency banknotes at the relevant branch, which availability shall not be presumed unless it is requested from the Branch with sufficient notice in advance);
- b) Internal transfers; and
- c) Electronic transfers.

##### **Processing Payments from Your Account**

4.8 Payments from an Account will be processed:

- a) Where instruction to make such payment is received by us on a Business Day prior to the Processing Deadline, on the day of such instruction; and
- b) Where instruction to make such payment is received by us on a Business Day but on or after the Processing Deadline, on the subsequent Business Day following instruction; and
- c) Where instruction to make such payment is received by us on a day other than a Business Day, on the next Business Day following instruction, subject to in each case, where any such payment is being made to an account in another Bank or financial institution, any of such Bank's or financial institution's deadlines and processing arrangements causing any delays to the receipt of our payment.

4.9 Payments from an Account by cheque are subject to clearing in accordance with the cheque clearing procedure (and any applicable laws and regulations) operated within the Country.

4.10 We may decline (in our sole and absolute discretion) to make a payment from an Account (and you agree that we shall not be liable for any Loss that any person may suffer as a result of not making such a payment) if:

- a) the amount of the requested payment cannot be covered from the available cleared funds in that Account, or from any facilities available to that Account including an overdraft that we have agreed following a formal or informal request made pursuant to these Terms;
- b) The payment instructions do not contain all payment details required by us for such payment to be made;
- c) Any condition for the relevant type of payment described in these Terms (or as otherwise advised by us to you from time to time) is not met;
- d) There is any inaccuracy in the payment details provided to us;
- e) We are aware of any other reason to decline the payment; or
- f) We have reason to believe that the payment or the authorization or instruction for the payment is not lawful.

4.11 If we have declined to make a payment from an Account, to the extent permitted by applicable law and regulation:

- a) In respect of any Standing Order or Direct Debit, we shall inform you promptly following the first occasion a payment to a Recipient of such Standing Order or Direct Debit is declined (but shall not repeat such notification in respect of any subsequent declined payment to the same Recipient pursuant to the same Standing Order or Direct Debit); and
- b) In respect of payments other than in respect of a Standing Order or Direct Debit, we shall inform you promptly following our declining to make such payment (other than in cases where such declining of payment is due to any suspected fraud); and
- c) Upon request from you, we shall inform you of the reasons for such refusal and the procedure, if any, for correcting any errors that led to such payment being declined.

4.12 Any notice provided by us to you notifying you that a payment has been declined may be subject to the payment to us by you of a fee depending on the circumstances surrounding that payment including, without limitation, whether such declined payment impacts any additional payments made or to be made from an Account (including payments made using a card) whether or not such payments have actually been deducted from such Account or not.

4.13 Any authorization of, or instruction for, a payment from an Account given by you will be deemed to be your consent to such payment being processed.

4.14 If following any authorized payment from an Account, once processed by us, such Account is overdrawn:

- a) Within the existing formally arranged overdraft limit, such authorized payment shall be deemed to be a request from you to treat such payment as an informal request for an overdraft; or
- b) In excess of the existing formally arranged overdraft limit, such authorized payment shall be deemed to be a request from you to treat such payment as:
  - (i) An informal request to increase the existing formally arranged overdraft limit by an amount to cover such excess; and
  - (ii) An informal request to treat such payment as an informal request for an overdraft.

4.15 If you have made a payment into an Account to cover a payment to be made from such Account, provided that you have informed us of the above, we will use efforts to have such payment into the Account processed to cover such payment out of the Account (but we do not guarantee that we will be able to achieve such processing in time to make such payment out of the Account and shall not be held liable for any Loss suffered by any person should the payment into the Account not be processed in time to make the payment out of such Account).

4.16 In the event that:

- a) You are unable or admit inability to pay your debts as they fall due;
- b) You are deemed, or are declared, to be unable to
- c) Pay your debts under any applicable laws;
- d) You suspend or threaten to suspend making payments on any of your debts;
- e) By reason of actual or anticipated financial difficulties, commences negotiations are commenced with one or more of your creditors with a view to rescheduling any of your indebtedness;
- f) A resolution is passed for your voluntary winding up;
- g) Any court orders that you are bankrupt or insolvent, or otherwise notify us that you are subject to any form of bankruptcy or insolvency proceedings;
- h) A petition for a bankruptcy order (or any equivalent) is presented against you;
- i) Any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) in relation to you;
- j) Any court appoints a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer over you or any of your assets; or
- k) Our Regulators take control of all or any part of your Account; or any analogous procedure or step is taken in any jurisdiction then you hereby agree that we may refuse to act on any instructions from you (or on your behalf) unless we have received evidence that you have obtained an appropriate order from a court having jurisdiction (and/or our Regulators) validating such instructions.

4.17 If you wish:

- a) To deposit any monies into an Account in anticipation of the establishment of a new company, you shall provide us with such documents or other evidence as we may require in relation to you (the scope of such documents and evidence for the opening of any account can be obtained by you upon request from your relationship manager); or

b) To withdraw any monies paid into an Account, pursuant to a) above, then we shall only allow withdrawal of the monies by the person who made the deposit (unless instructed and agreed otherwise with all concerned persons in writing at the time of receiving the deposit).

#### **Cheques Issued on Your Account**

4.18 The amount of a cheque issued on an Account will normally be deducted within one Business Day after the Beneficiary of such cheque calls upon the funds represented by such cheque provided that if such cheque is cashed at one of our Branches, the amount of such cheque will be deducted from such Account on the same Business Day as it is cashed.

4.19 We shall not make any payments from any Account on the basis of any cheque issued on such Account where such cheque is presented for payment after the date falling six months after such cheque was issued.

4.20 We shall retain all original cheques paid from any Account (or copies if originals are not available) until the date falling six years after the date of such cheque.

4.21 The processing of cheques for payment will at all times be subject to the rules and clearing processes of any cheque clearing system(s) used by us.

4.22 You agree that any cheque book issued to you should always be stored in a safe place to avoid unauthorized usage and that the Bank will not be liable for any Loss incurred by you due to a cheques book not being stored in a safe place protected by a lock.

#### **Cheque Security Information**

4.23 If any of your cheques are lost or stolen, or if you have any reason to believe that anyone has altered or signed one of your cheques without your permission, you shall immediately inform us of the same by telephone (to be confirmed in writing) and you shall promptly follow any instructions we give you at such time. You may be liable for any resulting Losses if you have not taken all reasonable steps to prevent anyone from altering or signing your cheques, if you have not notified us immediately of one of the above events or if you have not followed our instructions following a notification of such an event.

4.24 You shall only write cheques from an Account in the currency of such Account.

4.25 When writing a cheque:

a) You must take all reasonable steps to prevent any person altering it or making a forgery, which steps shall include (but be not limited to) using black ink which cannot be erased, never leaving a gap between words or figures, never signing a cheques without an amount included and never signing a cheque before you use it;

b) Which you then send by post, courier or any other similar service, you should clearly write the name of the payee and mark the cheque "account payee"; and

c) You must fully sign all alterations you make.

4.26 If you write cheques on any Account which does not have sufficient funds in such Account to make the payment represented by such cheque, then in accordance with applicable banking laws and regulations in the Country (and in addition to any possible liabilities under applicable penal laws in force from time to time in the Country):

a) We may cancel and withdraw your ability to make payment from such Account (or all Accounts) by way of cheque; and/or

b) You shall, upon our request, return all unused cheques; and/or

c) We may impose progressive fines upon receipt of further returned cheques; and/or

d) Close such Account and any other Accounts; and/or

e) We may be under an obligation by applicable laws and regulations to report you, the identification details of your authorized signatories, and any other details in respect of a cheque which you had insufficient funds in an Account to cover to a Regulator and any appropriate Authority.

4.27 We shall not be under any obligation to make any payment (partial or full) out of an Account where such payment is by way of a cheque for which there are insufficient funds in such Account to cover the full amount of such cheque. You hereby agree and confirm that we may debit your applicable Account with our applicable fee at such time for each cheques on such Account which is returned due to insufficient funds.

4.28 Notwithstanding the above, we may, in our sole and absolute discretion, make a payment out of an Account by way of a cheque for which there are insufficient funds by:

a) Where the amount required to cover such payment is within the existing formally arranged overdraft limit, such payment shall be deemed to be a request from you to treat such payment as an informal request for an overdraft; or

b) Where the amount required to cover such payment is in excess of the existing formally arranged overdraft limit, such payment shall be deemed to be a request from you to treat such payment as:

i) An informal request to increase the existing formally arranged overdraft limit by an amount to cover such excess; and

ii) An informal request to treat such payment as an informal request for an overdraft.

4.29 The terms and conditions found on the inside front cover of your cheque book shall be deemed to be incorporated into these Terms.

4.30 You shall comply with all requirements and terms and conditions applicable to the use of cards, CBD E-Channels and/or other banking services. If you fail to comply with such obligations you shall be liable for any Loss suffered by any person as a result of your failure to comply.

#### **Electronic Fund Transfers**

4.31 You may make payments from an Account by way of electronic fund transfer.

4.32 Payments made by electronic fund transfer shall be made as soon as possible following receipt by us of instruction from you to make such payment and any such payments are dispatched by us entirely at your risk.

4.33 Instructions from you for us to make payments from an Account by way of electronic fund transfer must include all the following details:

a) The correct details of the Recipient's Bank, including the Bank's BIC, and/or national Bank code;



- b) The Recipient's Bank account number (or IBAN if paying to a Bank in a jurisdiction where an IBAN is required);
- c) The name and address of the Recipient;
- d) Any Recipient reference you wish to provide;
- e) Your own account number, name and address (which information you authorize us to disclose to the Recipient's Bank); and
- f) Any other information that we may request at the time of such the request for such payment.

4.34 Unless we agree with you otherwise, we shall use efforts to ensure that each electronic fund transfer will be effected within 2 Business Days from the receipt by us of your request for such electronic fund transfer, subject to our payment cut off times and any payment cut off times and business days applicable in the country where funds are to be remitted.

4.35 We shall charge you a fee in connection with any electronic fund transfer for which fees (and any additional expenses (including, without limitation, in respect of acquiring a confirmation that a Recipient's Bank account has been duly credited, enquiries we receive in respect of any electronic fund transfer whether made by you or by any other person, refunds, cancellations, amendments, duplicated services, copies of cleared payments and enquiries about whether the funds have cleared) have been incurred and such fees may be deducted by us from the applicable Account. Details of applicable fees and charges in respect of electronic fund transfers can be found in the then current Tariff of Charges.

4.36 Unless clearly specified and agreed otherwise between you and us, each electronic fund transfer being made to any account located outside the Country will be sent in the currency of the destination location (wherever possible). Any charges in respect of such electronic fund transfer incurred outside the Country if not payable by the Beneficiary of the payment shall be paid by you (in which case, we shall deduct the amount of such charges incurred by us from the applicable Account).

#### **Standing Orders, Direct Debits and Internal Transfers**

4.37 Payments from an Account can be made to a Recipient in the Country on a future date by Standing Order or Direct Debit. Funds can be transferred from an Account to another account with a member of the CBD Affiliate immediately or on a future date by internal transfer. These types of payment are authorized when we receive valid instructions to make them from one of your Accounts. Such payments will be effected subject to sufficient funds being available in such Account on the payment dates, and it is your sole responsibility to ensure funds are available in such Account when you issue by Standing Order or Direct Debit instructions. We will cancel any Standing Order or Direct Debit instruction on an Account if sufficient funds are unavailable on such Account on two or more dates of payment.

4.38 Instructions to make a Standing Order or Direct Debit payment must include the following details:

- a) If in respect of a Standing Order:
  - (i) Details of the Recipient's name;
  - (ii) The Recipient's account number;
  - (iii) The amount of the payment;
  - (iv) The duration and frequency of payment;
  - (v) The start date for the payments;
  - (vi) Any reference you wish to provide for the Recipient; and
  - (vii) Any other information that we may request when setting up such Standing Order;
- b) If in respect of a Direct Debit:
  - (i) A completed Direct Debit form as provided to you by a merchant as accepted by such merchant and you; and
  - (ii) Any other information that we may request when setting up such Direct Debit; and
- c) If in respect of an internal transfer:
  - (i) Details of the Recipient's name;
  - (ii) The Recipient's account number (provided that instructions can be accepted without the Recipient's account number where you have made a previous payment to the same Recipient from such Account and this information has been saved to your Account and you have instructed us to make such payment without confirming this information);
  - (iii) The amount of the payment;
  - (iv) The date on which the payment is to be made;
  - (v) Any reference you wish to provide for the Recipient; and
  - (vi) Any other information that we may request when setting up such internal transfer.

4.39 We shall notify you once a Direct Debit instruction has been set up on any Account and such Direct Debit will be governed by these Terms and any terms accepted by you on the form setting up such Direct Debit.

4.40 We will make payments from an Account to a Recipient in the Country by Direct Debit provided that:

- a. The Recipient of such payment has completed the applicable Direct Debit instruction form in writing;
- b. The Direct Debit instruction form contains all payment and account details of the Recipient and is delivered to us by the Recipient along with an electronic copy;
- c. We are able to verify your and the Recipient's instructions in the Direct Debit form;
- d. We have approved and accepted your Direct Debit instruction;
- e. Such Account has sufficient funds to effect the Direct Debit instruction; and
- f. We have received any other document or information that we may request in respect of such Direct Debit.

4.41 You must operate your Accounts to ensure that such Accounts have sufficient funds available to meet any Direct Debit or Standing Order payment instructions for such Accounts.

4.42 If sufficient funds are not available in an Account at the time on which a Direct Debit or Standing Order payment is to be made and such payment is refused due to insufficient funds, provided that sufficient funds are added to such Account, you may request that we make such Direct Debit or Standing Order payment no earlier than 3 Business Days after such payment was refused.

4.43 We may process any Direct Debit payment demand received in an electronic format from the Beneficiary of such Direct Debit if such format is provided for in the applicable Direct Debit mandate.

4.44 In the event of any dispute arising out of or in connection with a Direct Debit mandate, you hereby agree and confirm that we may produce in evidence such Direct Debit mandate (or a copy if the original version is not available to us for any reason).

4.45 We shall make Direct Debit payments during the period for such payments noted in the Direct Debit mandate unless we are notified by you in writing with sufficient prior notice:

- a) To extend such period in which case such payments will continue until the date noted in such notice;
- b) To cancel the Direct Debit payments in which case such payments shall not be made after the date noted in such notice provided that if the applicable Direct Debit mandate provides that it was issued by you on an irrevocable basis, such notice will have no effect unless (subject to any applicable laws prohibiting irrevocable instructions) you have delivered to us a copy of the Direct Debit creditor's consent to cancel such Direct Debit instructions.

4.46 Nothing in these Terms shall limit your liability to a Direct Debit creditor under the applicable laws in the Country in the event that your Account associated with such Direct Debit has insufficient funds (or for any reason is otherwise unable) to meet any Direct Debit payment demand received from such Direct Debit creditor in accordance with its Direct Debit mandate.

4.47 We may terminate any Direct Debit mandate or refuse to make a Direct Debit payment (without your consent, but after giving notice to the applicable Direct Debit creditor) where permitted by our Regulator and we shall not be liable for any Loss suffered by any person as a result of any such termination or refusal.

4.48 Any terms and conditions applicable to our mutual rights and obligations with regard to any Direct Debit mandate where we have agreed to act as your collecting Bank shall be supplemental to these Terms.

#### **Payment Details**

4.49 We shall process payments made by way of Direct Debit, Standing Order or internal transfer solely on the basis of the BIC, or national Bank code of the Recipient's Bank and the Recipient's Bank account number (or IBAN) included in the payment instructions received from you regardless of any additional information (including to the contrary) provided to us.

4.50 If any incorrect payment details have been provided by you in any payment instruction:

- a) Following notice from you of such incorrect details, we will make reasonable efforts to recover any payment that has been made pursuant to incorrect payment details being provided at your cost and expense and subject to any applicable fees (and we shall inform you of the outcome of such efforts); and
- b) We shall not be liable for any Loss for such payment being made in accordance with such instructions (including where such payment is delayed or is credited to a wrong account).

#### **Currency Conversions**

4.51 If we receive instructions to make a payment from an Account in a currency other than the currency of such Account, we will convert the amount of the payment into or from the currency of such Account (as appropriate) at our prevailing exchange rate at the time of such payment.

4.52 As exchange rates are variable and change constantly to reflect movements in the foreign exchange markets, for payments involving a currency conversion from an Account where we receive instructions for such payment by any instruction method other than by post, we will inform you of the applicable rate of exchange rate or tell you that such rate of exchange is available (depending on the instruction method used) before we make such payment.

4.53 The exchange rate applied to a payment in a currency other than the currency of the relevant Account and, where applicable, the fees charged for such currency conversion, will appear on the statement for such Account and shall also be available upon request.

4.54 If a payment involving a currency conversion is returned to us, we will convert the returned payment back to the currency of the applicable Account at our then prevailing exchange rate at the time of receipt of such returned payment and credit it to such Account (which due to the fluctuations of foreign exchange rates may be less than or greater than the amount originally debited from such Account).

4.55 If a payment from an Account is conditional on a certain exchange rate for conversion or on a specific date of conversion (or both), neither such condition will prevent our making such payment unless such conditions have been included in writing in the initial payment instructions or we have received separate instructions with sufficient notice for us to act on them prior to the making of such payment.

#### **Stopping Payments**

4.56 No payment from any Account made by way of a cheque may be stopped unless:

- a) The cheque has not been presented by the Beneficiary for payment;
- b) You deliver a request in writing to us to stop payment of such amount;
- c) With such written request, you deliver to us either:
  - (i) An order from a court of competent jurisdiction authorizing such payment to be stopped; or
  - (ii) A report confirming that the cheque has been lost or stolen from the police department in the jurisdiction in which such cheque was lost or stolen or from the police department in the Country; and
- d) With such written request you deliver to us any other documents and evidence required under applicable law and regulation for us to stop payment of such cheque.

4.57 After we have processed a payment instruction for an electronic fund transfer, Direct Debit, Standing Order or internal transfer from an Account, you may not stop or withdraw your consent to the processing of such payment (and we are under no obligation to stop (or attempt to stop) such payment).

4.58 A payment by way of an electronic fund transfer where the payment is to be made on a future date may be cancelled provided that we have received instructions from you to cancel such electronic fund transfer no later than 12:00 noon (Country time) on the Business Day before such payment is due to be made.

4.59 A payment by way of an internal transfer where the payment is to be made on a future date may be cancelled provided that we have received instructions from you to cancel such internal transfer no later than 12:00 noon (Country time) on the Business Day before such payment is due to be made.

4.60 A payment by way of a Direct Debit may be cancelled provided that we have received instructions from you to cancel such Direct Debit no later than 12:00 noon (Country time) on the date falling two Business Days before such payment is due to be made and provided that you have the authority to cancel such Direct Debit pursuant to the applicable Direct Debit mandate.

4.61 A payment by way of a Standing Order may be cancelled provided that we have received instructions from you to cancel such Standing Order no later than 12:00 noon (Country time) on the Business Day before such payment is due to be made.

#### **Responsibility and Liability for Payments**

4.62 Our responsibility for payments from an Account which has been authorized by you is limited to making the payment. We have the sole and absolute discretion to determine the priority of making payments from your Accounts as we see fit. We shall not be liable for any Loss suffered by any person related to any payment being received by the Recipient's Bank or for the actions (or inactions) of any agent or correspondent Banks which are involved in the payment reaching the Recipient's Bank. On your request, we will make reasonable efforts to trace a payment from an Account and inform you of the results of such efforts (which efforts will be at your cost and expense).

4.63 We shall not be liable to you to refund any payment which has been made from an Account which you consider was made without your authorization if:

- a) Pursuant to the other clauses of these Terms, we are not liable to provide you with (or you are not entitled to receive) a refund of such payment;
- b) We are not satisfied that you have not acted fraudulently;
- c) You have not complied with your obligations under these Terms and under the terms and conditions applying to your cards, or any other service where such card or service has been used to make the payment at issue;
- d) You are not entitled to a refund of such payment under applicable law and regulation; and
- e) The available evidence demonstrates that the payment was authorized by you.

Any liability we have to you will be as stated in these Terms. If we are liable to you, we will add back to your Account any amount deducted and not already refunded together with any related interest (if applicable) and charges, provided that in any case our liability in respect of any payment made without your authorization shall be limited to a refund of the amount of such payment and we shall not be liable for any Loss suffered by any person in relation to the making of such payment.

#### **5. Bank Charges**

5.1 Unless we agree otherwise with you in writing, our charges for providing account services and other business services to you and our fees related to certain services set out in these Terms are set out in our Tariff of Charges.

5.2 Subject to clause 5.3 below, you hereby agree and confirm that our Tariff of Charges may be amended by us by:

- a) Sending a copy of the proposed amendment (or new version) to you by regular mail or email;
- b) Posting a copy of such amendments (or new version) on our website or replacement website; or
- c) Posting a notice of such amendments or new version in our Branches, and that such amendments to or new version of the Tariff of Charges shall become effective on the date falling 30 days after the sending or posting, as the case may be, of the notice of the amendments or new version, as the case may be. You hereby agree and confirm to the above procedure for amendments to the Tariff of Charges and agree and confirm that we are not required to provide you with any other notice of (or seek any additional consent from you to) amendments or new version of such Tariff of Charges.

5.3 The amendments to or new version of the Tariff of Charges will not apply to any Account where we have completed all steps required to close such Account (including, without limitation, the settling all your outstanding liabilities owed to us in relation to such Account) prior to the expiry of the period referred to in clause 5.2.

5.4 If we receive instructions to make a payment from any Account for which we use the services of an agent or correspondent Bank, you shall pay to us the fees and costs associated with such services regardless of whether such fees and costs are reflected in the Tariff of Charges.

5.5 Payment of all fees and charges in respect of each Account shall be free of any deduction or withholding of tax or other charges so we receive the full amount of such fees and charges.

5.6 You hereby agree and confirm that we may deduct any fees, costs, charges, interest and expenses payable by you from the relevant Account (or where not associated with a specific Account, any Account or a specific Account advised by you for such purposes) provided that if you have failed to comply with these Terms or if any of the events or circumstances noted in clause 4.16 have occurred or where acting in accordance with your instructions is not possible, we may debit any fees, costs, charges, interest and expenses payable by you from any account you have with us or any other member of the CBD Affiliate. If you fail to pay any amount due under these Terms when such amount falls due, you shall, to the extent permitted under applicable law, pay to us interest and charges on such overdue amounts at the rate we determine (acting reasonably) unless otherwise agreed.

#### **6. Interest Rates**

6.1 You will receive interest on positive balance and pay interest on negative balance in relation to each Account at the rate:

- a) Agreed in writing between you and us for such Account on the opening of such Account; or
- b) Failing such agreement, our then current standard interest rates published on our website or as noted in our Tariff of Charges (which rate can be obtained from us by phone or in writing upon request).

6.2 Interest shall accrue on a daily basis and is calculated on the basis of a 365 day year (366 day year in the case of a leap year).

6.3 Interest will be deducted from or credited (as the case may be) to each Account monthly, quarterly or half-yearly, depending upon the interest period in respect of such Account (which period we may change upon notice to you, unless otherwise agreed). On the dates debit interest (or any other charge) is deducted from an Account, debit interest will accrue on any borrowings created or deemed created by such deduction.

6.4 If any tax laws or regulations apply to any Accounts, we may deduct the prescribed rate of tax from credit interest payments in respect of such Account unless we have received evidence satisfactory to us that you are eligible to receive such credit interest without any tax deduction.

## **7. Borrowing From Us**

7.1 No agreement by us to lend you any funds, provide advice or some other kind of assistance, or any other service pursuant to these Terms shall be considered (or deemed to be considered) as advising you that your business or proposition or any related undertaking will succeed. Any decision to proceed with any business, proposition or undertaking is yours alone.

7.2 We recommend that independent advice is taken from your accountant, lawyer, valuer and/ or other professional adviser before you provide security. You should also consider seeking such advice before you continue with any particular borrowing or other proposition. You hereby represent and warrant that you shall not advance any position in any dispute in relation to lack of independent advice in relation to these Terms or the Accounts.

### **Formally Arranged Borrowing**

7.3 If you wish to obtain a formal overdraft for any Account, a loan or other facility for borrowing, a request for the same shall be made to us in writing.

7.4 Following any such request, we shall inform you of what documentation and other information will be required to initiate the procedure for obtaining such overdraft or borrowing.

7.5 Should we refuse to provide an overdraft in respect of an Account or other form of borrowing, we may (but shall be under no obligation to) provide you with our reasons for such refusal.

7.6 Following receipt of the necessary documents and other information, we shall, if we are prepared to provide such overdraft or other borrowing, deliver to you the proposed terms and conditions (beyond those found in these Terms and the Tariff of Charges) in respect of such overdraft or other borrowing.

7.7 Subject to clause 7.17, any overdraft granted following a formal request noted above shall be reviewed after the period noted in the proposed terms and conditions.

### **Informally Arranged Overdraft Borrowing**

7.8 If:

a) Any payment from your Account would, if processed by us, cause your Account to be overdrawn or to exceed an existing formally arranged overdraft limit (an "existing overdraft limit"); and

b) You have not agreed with us in advance an overdraft or an increase to an existing overdraft limit on your Account to cover such payment, we may treat your instruction for such payment as an informal request from you for either an overdraft or an increase to an existing overdraft limit on your Account by way of informally arranged overdraft borrowing (an "informal overdraft request").

7.9 We shall be under no obligation to agree to any informal overdraft request but in the event that we do agree to such informal overdraft request, we will provide you with an overdraft or an increase to your existing overdraft limit to cover the relevant payment(s). This overdraft or increase to your existing overdraft limit, as the case may be, shall continue until you pay funds into your Account to clear the overdraft or bring the account balance back within your existing overdraft limit, or we agree a new formal overdraft limit or we make demand for overdraft repayment.

7.10 For informal overdraft requests relating to more than one payment from an Account, we may provide you with an overdraft or an increase to your existing overdraft limit to cover some but not all of such payments where clause 7.9 shall apply to all payments to be covered and clause 7.11 shall apply to those that will not be covered.

7.11 If we do not agree to an informal overdraft request relating to any payment from an Account, then we will not make such payment (and any such nonpayment may be subject to fees and charges set out below).

### **Charges and Interest**

7.12 You shall pay to us the amount of all fees and charges set out in the Tariff of Charges related to each informal overdraft request and each formal overdraft request (whether or not we accept such request).

7.13 In addition to the charges referred to in clause 7.12, you shall also pay to us any management fees related to any informal overdraft request or formal overdraft request and we shall inform you of the amount of such fees before we deduct them from any Account.

7.14 You shall pay to us all costs and fees incurred or charged by us in connection with the negotiation, preparation, investigation, administration, supervision or enforcement of your overdraft, loan, the facility letters, other borrowing documents and any security (including expenses, fees (including, legal, security and valuation fees), taxes and other charges, and registration costs) and such costs and fees shall be deducted by us from the relevant Account and we shall inform you of the amount of such costs and fees prior to deducting them.

7.15 Interest will be charged on any negative balance on any Account (calculated and deducted in accordance with clauses 6.3 and 6.4 respectively) at the following rates:

- a) Where such negative balance is in respect of an overdraft following a formal request, at the rate we have agreed with you, or failing such an agreement as per our Tariff of Charges;
- b) Where such negative balance is in respect of an overdraft following an informal overdraft request, at the rate specified in our Tariff of Charges; and
- c) Where such negative balance is in respect of an increase to an existing overdraft limit, at the rate we have agreed with you, or failing such an agreement as per our Tariff of Charges, provided that where the rate of interest is the rate as per our Tariff of Charges such rate will no longer apply if we agree on a replacement rate in writing.

7.16 Any interest payable by you is payable in addition to any other fees, costs and charges payable pursuant to these Terms.

#### **Repayment and Set Off**

7.17 Unless otherwise agreed with you in writing, we may at any time withdraw or reduce any borrowing availability and/or demand that all amounts borrowed by you (and any outstanding fees and commissions) are immediately due and payable including if:

- a) The funds borrowed are used for any purpose other than the purpose agreed between us;
- b) You have failed to pay funds into any Account when required to do so;
- c) You have failed to make loan repayments or pay interest when due;
- d) You have failed to comply with any other conditions relating to your borrowing;
- e) You trade or continue to trade at a loss, or, in our opinion, there is a worsening of your business viability;
- f) You cease to trade or dispose of a significant business asset;
- g) There is a reduction in value, or a restriction, or invalidation of any security we are holding in respect of your borrowing; or
- h) Any event of circumstance described in clause 4.16 occurs or is in our opinion likely to occur in the foreseeable future.

7.18 If we make demand for repayment of any borrowings, we may deduct any debit interest and any accrued fees and charges from your Accounts on the day demand is made. Debit interest will continue to accrue until all amounts have been repaid in full unless we agree otherwise with you.

7.19 If any accounts you hold with us, or any member of the CBD Affiliate, (whether in any currency, on current account or on any term or deposit account and including credit card accounts and charge card accounts but not accounts expressly designated as trust accounts) have any credit balance, we may use (or collect as appropriate) whatever credit balance you hold in any of them to reduce or repay any amounts you owe on any Accounts. In the event we elect (in our sole and absolute) to do the above, we shall inform you of our reasons for undertaking such action and you hereby irrevocably authorize us to:

- a) Bring to an end any fixed deposit period applying to any of the accounts and adjust any credit interest payable; and
- b) Convert to the currency of the Country at our prevailing exchange rate any balance that is in a currency other than the currency of the Country, and we shall not be liable for any Loss to any person as a result of our taking any such actions.

7.20 Nothing in this clause will prevent us from exercising at any time any other right of set-off or of combination of Accounts to reduce or repay any amounts you owe us.

7.21 When an Account is overdrawn, you shall continue to make regular payments into such Account and to promptly inform us if you are unable to comply with this obligation.

#### **Responsibility for Borrowing**

7.22 If you are an entity that does not have separate legal personality from the natural persons that are your shareholders or owner, you shall be personally liable for any monies you borrow from us (whether in connection with your business or personally).

In the event of your death, your heirs (and after their death, their heirs) shall be responsible for settling your debts to the maximum extent permitted by the laws of the Country or as may be expressly agreed between us otherwise.

7.23 If you are a partnership, then each and every partner shall be jointly and severally liable for monies owed to us (including each of those partners who have subsequently ceased to be a partner since the debt arose), unless we have agreed otherwise in writing.

7.24 The heirs of any partner who may become deceased subsequently to becoming liable for any debt obligation to us shall be responsible for settling such partner's debts to the maximum extent permitted by the laws of the Country, or as may be expressly agreed between us otherwise.

### **8. Statements and Account Information**

8.1 Statements showing the payments into and from your Accounts shall be provided to you by us at such frequency as agreed between us.

8.2 We shall not be liable for any Loss suffered by any person due to address, postal or courier errors, theft or any other cause which may arise from sending statements to you in any medium or method. If statements sent by post or courier to you at your last known address are returned to us marked "addressee unknown", we shall not send any further communications to you by post or courier to such address. If you are expecting to receive statements via electronic channels, but are not receiving them, please advise us immediately. Please note that we may be unable to detect from our own systems that any communications being sent to you through electronic channels are not being received by you.

8.3 No later than 30 (thirty) calendar days from the date on which you are deemed to have received that statement ("30 Day Review"), you shall notify us in writing of any errors, omissions, irregularities, including any fraudulent or unauthorized transactions or any other objections you have to that statement (collectively, the "Account Irregularities"). We shall correct any incorrect entry on your Account that is identified. If we make the correction on the same day the incorrect entry was made, the details may not show on your statement. If you fail to notify us within the 30 Day Review, the balance shown on the statement and all entries including Account Irregularities, will be deemed correct,

complete, authorized and binding upon you and we will be released from all liability for any transaction (including any Account Irregularities) found on such statement except for those transactions you gave notice of in accordance with this paragraph.

8.4 In addition to the consequences set out elsewhere in these Terms, if you fail to abide by your obligations under this clause 8 and if your conduct or omission causes or contributes to a Loss on your Account (losses of any kind whatsoever, taxes, levies, fines, fees or penalties suffered and/or incurred by, or brought against us), then we shall not have any responsibility to you with respect to any such loss. You agree and acknowledge that the failure to review statements in a timely manner as required pursuant to these Terms will be deemed to cause or contribute to the loss on the Account to the extent of any loss occurring subsequent to the time that any error or omission would have been discovered if the statement or other transaction records had been reviewed in accordance with these Terms. Our maximum liability to you shall be limited to actual direct loss of the principal amount wrongfully or erroneously withdrawn from an Account due to our gross negligence or willful misconduct.

#### **9. Account Balance**

9.1 The balance appearing for an Account may not reflect payments that are being processed (such as cheques that are in the process of being cleared) and is therefore subject to change (including if payments are returned unpaid). Notwithstanding that a balance for an Account may show at any time that such Account is in credit, such balance may not represent the actual funds that are available for you to withdraw. If payments from such Account are made relying on uncleared payments which are later returned unpaid, interest and/or charges may be payable if this results in your Account being overdrawn.

9.2 Upon request, we shall provide you with details of the available balance on each Account which, unless we agree otherwise, represents the funds you are able to withdraw (subject to any restrictions on withdrawal) from such Account and includes the amount of any overdraft we have agreed with you.

9.3 Each Account and the payments into and from such Account may be affected (whether by having the amounts thereunder frozen or liquidated or otherwise affected) by an order of a court of competent jurisdiction or by directive of a central banking authority or Regulator. If any such actions apply to an Account the balance of such Account may change and payments may not be processed or may be reversed.

#### **10 Call Deposit Accounts**

10.1 Each Call Deposit Account is subject to minimum balance requirements and charges may become payable if your balance falls below our minimum balance requirement and we shall deduct any such charges from the balance of such Account.

10.2 We will only accept cleared funds as a deposit into a Call Deposit Account.

10.3 We will accept your instructions to establish a Call Deposit Account given in writing by completing our application form in person at one of our Branches (or in such other manner as we may agree).

10.4 Funds may be transferred between a Call Deposit Account and any other Account through our electronic banking services, via telephone banking or in person at one of our Branches. You hereby authorize us to act on telephone instructions from your authorized representative where we have reason to believe that the person on the phone is such authorized representative.

10.5 If you are an entity that does not have separate legal personality from the natural persons that are your shareholders or owner, then in the event of your death we will hold amounts in any Call Deposit Account until they are duly claimed by your heirs or other persons having due authority to claim it.

10.6 We will pay cleared amounts standing to the credit of a Call Deposit Account to such Bank account as you may direct.

10.7 If any amounts are due and payable from you to us in respect of any Account when you wish to make a withdrawal from a Call Deposit Account, we may deduct from such withdrawal the amounts necessary to pay (either partially or fully) such amounts that are due and payable. Such amounts may also be retained by us if you owe us any contingent liability (whether as a guarantor or otherwise).

10.8 If you wish to close any Call Deposit Account, you shall provide us with no less than 30 days' written notice and we may close such accounts on less notice where there are circumstances which justify us closing such Account on such shorter notice.

10.9 If any withdrawal reduces the balance in a Call Deposit Account below the minimum balance requirement, we may require that such Account be closed or, in the alternative, a fee shall be payable for maintaining such Account.

10.10 Interest on the cleared balance of each Call Deposit Account shall be, in the absence of any agreement between us to the contrary, paid each six months and such payment will be made to such Account as you may specify.

10.11 We may at our discretion vary the interest rate on these deposits in any Call Deposit Account at any time, which can be from day to day.

#### **11. Term Deposit Accounts**

11.1 You may not have a Term Deposit Account unless you maintain at the same time a current Account or a Call Deposit Account.

11.2 Each Term Deposit Account is subject to a minimum balance requirement (which is available from us upon request or via our website).

11.3 Term Deposit Accounts can be opened in either the currency of the Country or, in our sole discretion, in another currency.

11.4 Only cleared funds may be deposited into a Term Deposit Account.

11.5 In case of your death (where you are a sole trader) or on the occurrence of any event or circumstance referred to in clause 4.16, your term deposit in any Term Deposit Account shall be automatically renewed at the end of its term until such amount are claimed by your heirs, a court of competent jurisdiction or other persons having due authority to claim such amounts.

11.6 At the expiry of the term for a Term Deposit Account, subject to our receiving instructions from you pursuant to clause 11.12 below, we will repay the deposit in such Term Deposit Account to the Account from where the deposit originated or, upon your request, to any other

account provided that if any amounts are due and payable by you to us in respect of any Account when such repayment is to be made, you hereby authorize us to:

- a) Deduct from such repayment the amounts necessary to pay all such amounts owing to us; and
- b) Retain such amounts as may become payable pursuant to a contingent liability (such as pursuant to a guarantee).

11.7 Subject to any fees or charges stipulated in these Terms and the Tariff of Charges, you may close any Term Deposit Account provided you give us no less than 30 days' prior written notice (or such other period of notice that we may agree with you).

11.8 For all deposits in a Term Deposit Account, interest accrues daily and is paid on:

- a) If the deposit is for 12 months or less, the maturity date of the deposit; and
- b) If the deposit is for more than 12 months, to, subject to our receiving instructions from you pursuant to clause 11.12 below, the Account from where the deposit originated or, upon your request, to any other account.

11.9 We will send you a statement in relation to each Term Deposit Account at least once each year.

11.10 The interest rate applicable to a Term Deposit Account shall be informed to you by us upon request.

11.11 The interest rate you receive on amounts in a Term Deposit Accounts is fixed for the term of the deposit and calculated daily. We will send an acknowledgement of deposit in relation to each fixed term deposit made.

11.12 Before your fixed term deposit in a Term Deposit Account matures, should you wish to renew or extend the period of such deposit instead of having the amount of the deposit and interest repaid to you pursuant to clauses 11.6 and 11.8, you shall contact us by telephone or in writing with any such instructions to renew or extend or to set up an automatic rollover (so that until further notice your deposit is renewed for the same term at the prevailing interest rate each time it matures).

11.13 No additional deposits can be added to your fixed term deposit, but multiple Fixed Term Deposit Accounts may be opened. No partial withdrawals of the deposit from a Term Deposit Account are allowed during the term of a fixed term deposit. You must retain the amount of any fixed term deposit in the Term Deposit Account until its specified maturity. The interest on each fixed term deposit in the Term Deposit Account is payable only upon maturity of the relevant deposit. The premature withdrawal of a fixed term deposit from a Term Deposit Account shall render the deposit subject to no interest being payable on such deposit and shall be subject to a fixed premature withdrawal charge.

## 12. Collection, Processing and Sharing of Customer Information

By using the Services, you agree that we and members of the CBD Affiliate shall use Customer Information in accordance with these Terms.

12.1 Customer Information will not be disclosed to anyone (including other members of the CBD Affiliate), other than where:

- a) CBD is legally required to disclose;
- b) CBD has a public duty to disclose;
- c) CBD's or, subject to the applicable laws and regulations of the Country, a third party's legitimate business purposes require disclosure;
- d) The disclosure is made with Customer consent; or
- e) It is disclosed as set out in these Terms.

### COLLECTION

12.2 CBD and other members of the CBD Affiliate may collect, use and share Customer Information (including relevant information about you, your transactions, your use of CBD's products and services, and your relationships with the CBD Affiliate). Customer Information may be requested from you (or a person acting on your behalf), or may also be collected by or on behalf of CBD, or members of the CBD Affiliate, from other sources (including from publically available information), generated or combined with other information available to CBD or any member of the CBD Affiliate.

### PROCESSING

12.3 CBD and/or members of the CBD Affiliate will process, transfer and disclose Customer Information in connection with the following purposes:

- a) Providing Services and for any transactions requested, instructed or authorized by you,
- b) Meeting Compliance Obligations,
- c) Conducting Financial Crime Risk Management Activity,
- d) Collecting any amounts due from you,
- e) Conducting credit checks and obtaining or providing credit references,
- f) Enforcing or defending CBD's, or a member of the CBD Affiliate's, rights,
- g) For internal operational requirements of CBD or the CBD Affiliate (including, without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes),
- h) Maintaining CBD's overall relationship with you (including marketing or promoting financial services or related products to you and market research), (the "Purposes").

### SHARING

12.4 By using the Services, you agree that CBD may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the following recipients (who may also process, transfer and disclose such Customer Information for the Purposes):

- a) Any member of the CBD Affiliate;
- b) Any sub-contractors, agents, service providers, or associates of the CBD Affiliate (including their employees, directors and officers);
- c) Any Authority;

- d) anyone acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent Banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by CBD for you);
- e) Any party acquiring an interest in or assuming risk in or in connection with the Services;
- f) Other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references;
- g) Any third party fund manager who provides asset management services to you;
- h) Any introducing broker to whom CBD provides introductions or referrals; and/or
- i) In connection with any CBD business transfer, disposal, merger or acquisition; wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

#### **CUSTOMER OBLIGATIONS**

12.5 You agree to inform CBD promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to CBD or a member of the CBD Affiliate from time to time, and to respond promptly to any request from, CBD, or a member of the CBD Affiliate for updated or additional information.

12.6 You confirm that every Connected Person whose information (including Personal Data or Tax Information) they have provided to CBD or a member of the CBD Affiliate has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms. You shall advise Connected Persons that they may have rights of access to, and correction of, their Personal Data.

12.7 Where:

- a) A Customer fails to provide Customer Information that CBD reasonably requests, or
- b) A Customer withholds or withdraws any consents which CBD may need to process, transfer or disclose Customer Information for the Purposes, or
- c) CBD or a member of the CBD Affiliate has suspicions regarding the possible commission of Financial Crime or a Customer presents a potential Financial Crime risk to a member of the CBD Affiliate, CBD may:
  - (i) Be unable to provide new, or continue to provide all or part of the, Services to you and reserves the right to terminate its business relationship with you;
  - (ii) Take actions necessary for CBD or a member of the CBD Affiliate to meet the Compliance Obligations; and/or
  - (iii) Block, transfer or close Customer account(s).

In addition, the failure of a Customer to supply their, or their Connected Person's, Tax Information and accompanying statements, waivers and consents, may result in CBD making its own decision with respect to your status, including whether to report such Customer to a Tax Authority, and may require CBD or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to any Tax Authority.

#### **DATA PROTECTION**

12.8 Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security to which all members of the CBD Affiliate, their staff and third parties are subject.

### **13. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY**

13.1. The Customer agrees that the Bank shall abide by the applicable laws and competent authorities instructions to freeze any funds in the Customer's Account or take any action necessary if the Bank believes that funds have been obtained through illegal means or transactions.

13.2. The Customer undertakes that all banking transactions in the account shall be in compliance with Regulator rules and instructions concerning procedures for anti-money laundering and the Federal Law No (20) of 2018 regarding criminalization of money laundering & its amendments on Anti-money Laundering and combating the finance of Terrorism and financing of illegal organization.

The Bank may report any suspected or confirmed money laundering or other suspicious or illegal activities or transactions in or related to the Account or Banking Services to the competent authorities in the Country. The customer further agrees that the Bank shall have the right to freeze the credit balances in any account in execution of competent court order, Regulator instructions or the instructions of any competent authority.

13.3. The customer shall provide the Bank with any information or document immediately upon request from the bank with regards to any transaction in the account. According to UAE Cabinet Resolution No (5/11) of 2020, in case that any of supporting documents submitted by the Account holder or the controlling person or the controlling person during the Bank's due diligence process or CRS certification process, includes any incorrect or misleading information, data or documents that Account Holder is aware or should have been aware of their incorrectness, UAE regulators may impose fines for the amount included therein or in any or subsequent resolution and the Bank may close the account and/or terminate the banking facilities of the Customer. CBD shall not be liable to you or any third party in respect of any loss whether the delaying, blocking or refusing or any payment or the provision of all or part of the Services due to an action required by any applicable law or regulation related to anti-money laundering, sanctions or financial crime prevention.

13.4 CBD, and members of the CBD Affiliate, are required, and may take any action they consider appropriate in their sole and absolute discretion, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime ("Financial Crime Risk Management Activity").

Such action may include, but is not limited to:

- a) Screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf,



- b) Investigating the source of or intended recipient of funds
- c) Combining Customer Information with other related information in the possession of the CBD Affiliate, and/or
- d) Making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming a Customer's identity and status.

#### 14. TAX COMPLIANCE

14.1 You and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) acknowledges they are solely responsible for understanding and complying with their tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by CBD and/ or members of the CBD Affiliate. Certain countries may have tax legislation with extra-territorial effect regardless of your or any Connected Person's place of domicile, residence, citizenship or incorporation. Neither CBD nor any other member of the CBD Affiliate provides tax advice. You are advised to seek independent legal and/or tax advice. CBD and/or any member of the CBD Affiliate has no responsibility in respect of a Customer's tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of account(s) and/ or Services provided by CBD and/or members of the CBD Affiliate.

#### 14.2. TAX AUTHORITIES REQUIREMENTS

14.2.1. The Bank may be required by law, regulation or by agreement with tax authorities, to report certain information about Customers (or its direct and indirect owners or its trustees and beneficiaries in case of legal persons) and about the Customer's relationship with the Bank, including information about the Customer's accounts and other banking products related to the accounts:

- a) To the tax authorities in the country where the Bank maintains accounts for the Customer, which may then pass that information to the tax authorities in another country where the Customer may be subject to tax; or
- b) Directly to the tax authorities in other countries (such as the United States) where the Bank reasonably thinks or is required to presume the Customer is subject to tax.

14.2.2. Where the Bank is required to report information about the Customer and his accounts and/or the Customer's relationship with the Bank, this information includes (but is not limited to) the account number, the amount of interest paid or credited to the account, the account balance, the Customer's name, address, country of residence and social security number or tax identification number. In addition, the Bank may need the Customer to provide further information, documents or certifications about the Customer's identity, tax residence and nationality.

14.2.3. To comply with its obligations the Bank may centralize the processing of Customer information in another country. The Bank may also use carefully selected agents or sub-contractors that have adequate protections for keeping its Customers' data secure and operate under a strict duty of confidentiality to the Bank.

14.2.4 By signing these Terms and Conditions, the Customer confirms and agrees that (notwithstanding any other provision in the Terms and Conditions):

- a) The Customer will provide additional information or documents that the Bank needs from the Customer and that the Customer waives any confidentiality rights applicable under data protection, bank secrecy or similar laws in respect of all information the Bank holds or obtains from the Customer which the Bank needs to disclose to comply with its obligations;
- b) The Customer permits disclosure of such information to the tax authorities referred to above and their agents and the agents or sub-contractors engaged for the purpose of centralizing the processing of Customer information in another country;
- c) If the Customer does not provide the Bank with information or documents the Bank needs, the Bank may withhold a proportion of the available balance, including interest, paid to the Customer as required by any tax authority, close the account and/or terminate the banking facilities of the Customer or transfer the account and/or banking facilities to an affiliate of the Bank;
- d) If the Customer asks the Bank to make a payment to an account based at a financial institution which does not participate or comply with the relevant tax legislation, the Bank may be required, and the Customer authorizes the Bank, to withhold certain amounts from the payment and the Bank will inform the Customer if this is the case;
- e) The Bank may transfer the Customer's data to another country or countries for processing by and on behalf of the Bank and use agents and sub-contractors to process the Customer's data to comply with the Bank obligations;
- f) The Bank will not be liable to the Customer for any loss the Customer may suffer as a result of complying with legislation or agreements with tax authorities in accordance with this provision unless that loss is caused by the Bank's gross negligence, willful default or fraud; and
- g) The Customer's consent on the above mentioned arrangements will override any inconsistent term or consent provided by the Customer under any agreement with the Bank, whether before or after the date of signing these Terms and Conditions notwithstanding any term governing the variation of an earlier agreement with the Bank.

#### 15. Fraud Prevention

15.1 We may carry out certain checks on payments in and out of your Accounts as part of our fraud prevention measures including contacting you by post, telephone (including mobile phone), email, mobile messaging or (if you are registered for CBD E-Channels) secure e-message, to say there may be suspicious activity on your Account, or we may leave a message to ask that you call us. If you have received any such communication or message, you must immediately contact us.

15.2 Carrying out any of the activities referred to in this clause may delay the carrying out of payment instructions or the receipt of cleared funds and, where possible and permitted by applicable law and regulation, we will inform you of the reasons for any delay and the anticipated length of any delay. If we are not satisfied that a payment into or from an Account is lawful, we may decline to process it. Your use of cards,

CBD E-Channels or any other service may be suspended or terminated as a result of actions undertaken pursuant to this clause and in the circumstances and on the terms set out in the terms and conditions for the card or service.

## 16. Responsibilities, Warranties and Liability

16.1 We will provide account services to you with reasonable skill and care.

16.2 We may use sub-contractors, agents or third parties to perform, and/or to ensure the performance of, any account service or any instruction we receive from you, including with regard to any payment system or use of an intermediary Bank. We shall use reasonable care in the selection and use of any such third party. Where applicable, such as in the case of an intermediary Bank or payment system, we shall act in accordance with the rules of any such subcontractor, agent or third party, and with international guidelines and procedures of any relevant regulatory or industry body, regardless of any communication or instruction from you to the contrary. We and any other member of the CBD Affiliate shall only be liable for the acts of our subcontractors, agents or third parties used by us (as envisaged in this clause) to the extent that such Losses can be recovered from the relevant agent or third party.

16.3 You will comply with all our reasonable requests necessary to provide you with the account services. You will promptly provide us with all documents and information we reasonably require, and promptly notify us of any and all changes to your name, constitutive documents, by-laws, ownership details, and contact details, and in the absence of such notification, we shall be entitled to rely upon such information you previously provided to us.

16.4 You shall notify us as soon as possible of any theft, fraud or other illegal activity in relation to any of your Accounts.

16.5 Both you and us (respectively) represent and warrant that at all times we/you:

- a) Are validly constituted and existing under the laws of the jurisdiction of incorporation (if a company), and operating in strict accordance with the local laws and regulations of the Country;
- b) Have all the necessary corporate or other powers and capacity to execute (where applicable) and deliver, and to perform the obligations under these Terms; and
- c) Acknowledge and accept that these Terms constitute legal, valid and binding obligations, duly enforceable against the other.

16.6 We shall not be liable to you or any third party for any Loss suffered by any person if we, or any of our agent or correspondent Banks, are prevented from or delayed in providing you with banking or other services due to complying with our obligations under applicable law or regulation, or due to abnormal or unforeseeable circumstances beyond our control (including the action of any Authority, any 'Acts of God', force majeure event, strikes or other industrial action not involving our staff, failure of third party equipment, interruption to third party power supplies and/or disruption to the international banking systems to and/or through which payments are sent), or due to us complying with our Compliance Obligations.

16.7. Neither we nor any other member of the CBD Affiliate shall be responsible to you or any third party for any Loss suffered by any person as a result of us or any other member of the CBD Affiliate carrying out any fraud prevention or mandatory regulatory activity.

16.8. We will not be liable to you for any Loss suffered by any person for any direct loss of profits or for any other Loss, however arising including, but not limited to, loss of business, loss of data, indirect loss of profits and third party claims, and whether or not that loss or damage was foreseeable by us.

16.9 You shall indemnify us against any Loss (including legal costs) arising from or in connection with:

- a) Our proper performance under these Terms,
- b) Your breach of these Terms, and
- c) Us acting or declining to act in accordance with any of your instructions in accordance with these Terms.

16.10 Where we are joined to any legal proceedings before any court for any reason in a matter relating to you or any Account without any substantive claim against us (or where the claim against us is a frivolous or vexatious claim), then you will indemnify us for any legal costs we incur in connection with such proceedings on an indemnity basis, and we shall be entitled to debit any Account accordingly (after giving prior notice).

The liability of each of the Joint Account holder shall be joint and several and every agreement and undertaking herein shall be construed accordingly and the liability of any one of the joint account holder shall not be discharged or affected in any way by reason of the invalidity, void ability, and unenforceability as regards to;

- a) Any other such personal guarantee which the Bank may hold in respect of the Joint Account or any part thereof;
- b) And the Bank releasing, discharging, compounding with or varying the liability hereunder or making any other arrangement with any of the Joint Account holders or third parties.

16.11 Where you are Joint Account holders, each such Joint Account holder hereby agrees that any Loss suffered by us due to any one or all of you shall be recoverable by us from each of you on a joint and several basis unless expressly agreed otherwise with us in writing. You hereby confirm that we may act upon the instructions received by us from any one of the Joint Account holders unless the Joint Account mandate instructions supplied to us require otherwise.

## 17. Transfer of Rights

17.1 We may transfer all or any of our rights under these Terms and in relation to any Account to any person without your prior consent.

17.2 We may transfer all or any of our obligations under these Terms and in relation to any Account without your prior consent to any person where such person is in our opinion (acting reasonably) capable of performing such obligations.

17.3 You may not transfer any of your rights or obligations under these Terms or in relation to any Account without our prior written consent.

## 18. Banking Service Changes

We may change our banking hours, banking practices, the availability of Branches and self-service machines (including ATMs) and similar matters at our sole and absolute discretion, by giving notice in our Branches or in the national press or sent to you by Customer Notice. The change will apply from the date specified on the notice.

#### **19. Unclaimed Assets Scheme and Dormant Account**

19.1 An account is considered to be dormant if no transaction is performed thereon for the period stipulated as mandated by the Regulator for that kind of account, in such case the Bank may refuse to debit the account, including cheques and payment orders or any other negotiable instruments. The Customer shall be fully responsible for the consequences, claims, legal proceedings, or a loss related thereto and acknowledges that the Bank shall not be liable in all cases, the Customer shall approach the Bank for reactivating or closing the account.

19.2 We shall endeavor to contact you at your last known address upon an Account becoming dormant. If you ever receive such a notice, you should contact your Branch immediately. If any Account becomes and remains dormant for a total period of five years from the date of the last transaction, and you are unable to be contacted at the last known address we have for you on our files, we shall proceed to settle any debit outstanding balances you may have; and then transfer the unclaimed balance, as directed by our Regulator, to “Unclaimed Balances Account – Dormant Accounts” at the Central Bank of UAE.

19.3 The Central Bank of the UAE will not take any responsibility as a result of transferring the amounts available in the Dormant Accounts or Unclaimed Balances to the Central Bank.

#### **20. Waiver and Severability**

20.1 We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, if we do so, we can still insist on the strict application of these Terms at a later stage.

20.2 If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

#### **21. Survival**

These Terms shall continue to apply notwithstanding their termination, any termination by CBD or a member of the CBD Affiliate of the provision of any Services to you or the closure of any Customer account.

#### **22. Governing Law, Jurisdiction**

22.1 These Terms and Conditions shall be construed in accordance with the laws of United Arab Emirates and the rules, regulations and directives of the Central Bank of United Arab Emirates. The law governing the Accounts or any Banking Service or transaction is the law of the emirate in which the Account maintained, in the event of a dispute arising in relation to any Account, Banking Service or transaction the courts of such Emirate shall have jurisdiction, provided that the Bank may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside the United Arab Emirates.

#### **LANGUAGE AND INTERPRETATION**

22.2 The Terms and Conditions are made in bilingual Arabic and English texts however, if there is any contradiction between the Arabic and English text, the Arabic text shall prevail.

#### **23. Insolvency, Death or Incapacity**

23.1 In the event of your incapacity or death (where you are an entity without separate legal personality from your shareholders or owners) or where any event or circumstance referred to in clause 4.16 has occurred, we shall not be liable for any Loss suffered by any person which may arise from any dealings on any Account unless we have received written notice of the occurrence of the above together with documentary evidence satisfactory to us of the same.

23.2 Upon receipt of such evidence referred to in clause 21.1 above, we shall suspend all dealings on all Accounts (other than receiving any sum to be credited to any Account) until a duly appointed heir, successor, executor, administrator or court appointed officer or representative, as the case may be, has been properly and legally empowered to deal with your Accounts, following which we shall release any residual balance held in the Accounts (after settling all pending liabilities on such Account).

#### **24. Contacting You**

24.1 For the purposes of informing you about changes to these Terms, the Tariff of Charges or interest rates that apply to your Accounts and/or generally communicating with you about the day-to-day maintenance of your Accounts, products and services, and/ or contacting you for service or operational reasons, we shall use the last contact details you have provided to us (unless otherwise agreed) including your postal address, telephone/ mobile number(s) and/or email. If you are registered for CBD E-Channels, we may also seek to contact you using our secure e-message facility for these purposes.

24.2 You shall ensure that the last contact details you have provided to us are complete and accurate, and you shall notify us promptly in writing of any changes. We shall not be liable for any Loss suffered by any person as a result of sending communications to you at your last provided contact details.

24.3 Please remember that our communications to you may contain Confidential Information and if, for example, anyone else has access to your email inbox or your mobile telephone messages, they may be able to see these communications. You shall inform us with any instructions to not contact you for service or operational reasons by email or mobile SMS text message or secure e-message. We will try to

use your preferred channels of communication wherever possible, but you may continue to receive important service messages via these channels, for example, when we need to contact you urgently.

24.4 Any written notice, demand or other formal communication by us to you which we deem fit to serve shall be delivered to you by hand or sent by registered post to the correspondence address provided by you in our account opening application (or such other address as you may notify us subsequently in writing from time to time).

24.5 Such notices shall be deemed to have been duly served, in the case of delivery by hand, at the time of such delivery and, in the case of registered post, the Business Day after the date of posting.

24.6 Any notice delivered by electronic means shall be deemed delivered when sent.

## 25. Instructions and Communications to Us

25.1 You agree to provide instructions in the form which we have advised you to use from time to time and we shall not be obliged to act on any instruction provided in any other form.

25.2 Unless otherwise specified in these Terms in relation to specific Services, instructions and communications that you send to us are effective when we receive them. If we send you a notice, statement of account or report of transaction in writing, it shall be effective from the date you are deemed to have received it.

25.3 We are entitled to rely on all instructions received from you as valid and we shall not be under any obligations to investigate their validity notwithstanding which we may decline to act or delay acting on any instruction where we doubt its legality, origination, validity or authorization.

25.4 We will make reasonable efforts to comply with any request made by you to vary or cancel an instruction. However, we will not be liable for any Loss suffered by any person for any failure to vary or cancel an instruction where we were unable to comply with such a request (for example, because of the time at which it is received or any applicable law or regulation prohibits us from complying with your instruction).

25.5 You are responsible for the accuracy, completeness and correct transmission of your instructions and for ensuring they will achieve your intended purpose, including when you request that we forward information to a third party. We will not be liable for any Loss suffered by any person where we comply with such a request and you will indemnify us against any Loss, incurred by us in relation to any such claim against us.

25.6 You acknowledge and accept the risks associated with any particular method in which you choose to communicate with us.

25.7 We will ensure that the information supplied to you reflects the information in our records or received from a third party. We do not warrant that any such information is accurate, sufficient, current or error free at the time it is accessed by you.

25.8 In some circumstances, communications (including electronic mail, voicemail, SMS, telephone calls and website usage) as well as paper correspondence such as envelopes or packages may be monitored, recorded or inspected (as appropriate) using monitoring devices or other technical or physical means. Such monitoring may take place where necessary insofar as required or allowed by and for purposes permitted by law from time to time, including, without limitation, to record evidence of business transactions and so as to ensure compliance with CBD's policies and procedures. Subject to applicable laws, all telephone conversations may be recorded by or for CBD without use of a warning tone. Such recordings are and shall remain CBD's sole property.

## 26. How to Make a Complaint

26.1 Upon notice from you that we have not delivered the standard of service you expect or that you believe there is an error in relation to any Account, we will investigate the matters raised in such notice from you and, where appropriate, take steps necessary to resolve such issues and prevent their recurrence.

26.2 Any notice referred to in clause 24.1 above shall be directed to your relationship manager in the first instance. If you remain dissatisfied following their response, you can send a complaint to us via the complaints and feedback section of our website.

## 27. Closing Your Account

27.1 If you wish to close or transfer your Account, we shall provide you with assistance to switch to another of our accounts or we will close such Account, as the case may be. We will pay you the balance in such Account along with accrued credit interest (if any) at the applicable rate to such Account at the time of cancellation or transfer.

Premature cancellation of a Term Deposit Account may result in loss of interest and may incur penalty fees or charges.

27.2 If you wish to close any Account, you must inform us in writing.

27.3 We reserve the right not to close any Account until you have returned all cards we have issued in respect of such Account and any unused cheques.

You shall:

a) Repay any amounts owing to us (including in respect of any payments or charges made using a card linked to such Account) which have not been withdrawn from such Account at the date of closure; and

b) Any charges incurred in relation to such closure.

27.4 We reserve the right to close any or all of your Accounts in our sole and absolute discretion after giving you 30 calendar days' prior written notice (unless circumstances exist to our knowledge that justify such closure with no or less notice). Any liabilities owing to us at the time we seek to close such Accounts will become immediately due and payable.

27.5 We can withdraw any or all of our banking services immediately and for any reason at any time if you commit a material breach of these Terms, or if any event or circumstance described in clause 4.16 has occurred or if there is any changes to your ownership (direct or indirect) and we are unable or unwilling to continue the relationship with those new owners/ partners for whatever reason.

## DEBIT CARD FOR BUSINESS ACCOUNTS

### Terms and Conditions

These Terms and Conditions shall be read in conjunction with the Terms and Conditions governing Business Accounts of “Commercial Bank of Dubai (P.S.C)” (hereinafter referred to as “the Bank”). These Terms and Conditions shall apply from the date of the first use of the Debit Card on the Customer’s Account. Any capitalized terms not otherwise defined herein shall have the meaning given to them in the Terms and Conditions governing Business Accounts.

### DEFINITIONS

Unless the context requires otherwise, the following terms and expressions shall have the meaning set out below:

**‘Authorized Signatory’** means any person who has been authorized by the Customer through a Power of Attorney (POA), Board Resolution or Partners’ Resolution to use the Card for cash withdrawals or to make any purchase on behalf of the Customer and to sign, maintain and operate the Customer’s Account with regard to usage of the Card as Cardholder.

**‘ATM’** means an Automated Teller Machine of the Bank having cash withdrawal facility and with or without deposit of cash facility including other facilities provided by the Bank or any Card operated machine/ device whether belonging to the Bank or other participating Banks or financial institutions nominated from time to time by the Bank, which accepts the Card.

**‘Available Funds’** means the ledger balance plus the overdraft less all the reserve demands of the Customer’s Account.

**‘Bank’** means Commercial Bank of Dubai (P.S.C.), its successors and assignees.

**‘Card’** means a Debit Card issued by the Bank to the Authorized Signatory of the Customer (includes new, renewed, reissued and replacement Cards), which is used to avail the services provided by the Bank, or access the available funds held in the Customer’s Account.

**‘Customer’** means Sole Proprietorship, Partnership Firm, Company or any other legal entity licensed to do business in United Arab Emirates and having a transaction Account with the Bank in its name as Account holder.

**‘Customer’s Account’** means any Account opened, maintained and operated jointly or severally by the Authorized Signatories of the Customer, in the name of the Customer with the Bank, for the purposes of present and/or future utilization of the services provided by the Bank, as identified in the Business Account Application.

**‘Cardholder’** means any individual Authorized Signatory of the Customer to whom the Bank issues a Card in his name upon application and as authorized by the Customer on its behalf, to use the Card for the services provided by the Bank linked to the Customer’s Account.

**‘Card Number’** is the sixteen-digit number printed or embossed on the face of the Card.

**‘Card Transactions’** means any Financial or Non-financial Transactions by using the Card with or without use of the PIN or signature, regardless of any slip or other voucher signed by the Cardholder.

**‘Cash Withdrawal’** means any amounts withdrawn by using the Card & PIN in any manner from the Bank’s ATM or from any other Bank or financial institution’s ATM by debiting the Customer’s Account.

**‘Cash Deposit’** means any amounts deposited with or without using the Card & PIN in any manner from the Bank’s ATM crediting the Customer’s Account.

**‘Charges’** means amounts (including any fees, commission or charges) payable by the Customer arising from usage of the Card by Cardholder under these Terms and Conditions and includes, without limitation, all Card transactions fees, finance charges, additional expenses, damages, legal costs, interest and disbursements, which shall be debited to the Customer’s Account.

**‘Default Limit’** means the daily limit set for usage on the Card, for Cash Withdrawal or purchase of goods and services, subject to availability of funds in the Customer’s Account.

The set default limit on the Card may be changed at any time by the Bank.

**‘Financial Transaction’** means usage of the Card for any function or services provided by the Bank under the facilities, which involve any financial impact on the Customer’s Account.

**‘International Transactions’** means the transactions performed by the Cardholder on his Card outside United Arab Emirates.

**‘Merchant/ Merchant Establishment’** means any establishment, corporate entity, person or other virtual establishment, supplying goods and/or services, which accepts/ honors the Card as a mode of payment or reservation by the Cardholder.

**‘Month’** means calendar month.

**‘Non-Financial Transactions’** means usage of any function or services provided by the Bank under the Card facilities, which do not involve any financial impact on the Customer’s Account.

**‘Personal Identification Number (PIN)’** means a random secure computer generated number by the Bank and issued to the Cardholder to enable the use of the Card at any ATM or POS terminal.

**‘Point of Sale (POS) Terminal’** means an electronic terminal available at Merchant establishments whether local or international, capable of processing the Card Transaction for purchase of goods & services.

**‘Statement of Account’** means the Bank’s periodic statement of Account sent to the Customer, which includes particulars of the Card Transactions conducted by the Cardholder during the period and debit or credit of the Customer’s Account.

**‘Phone Banking Service’** means the telephone instruction and information service, whether automated or through a Customer service agent made available by the Bank’s call center.

### Debit Card

1. The Card is and will at all times, remain the property of the Bank and must be returned to the Bank immediately if requested by the Bank.
2. The Card is issued entirely at the risk of the Customer and the Cardholder. The Bank shall bear no liability whatsoever for any loss or damage arising from the issuance of the Card, howsoever caused. Use of the Card for any transaction shall be at the sole risk of the Customer and the Cardholder. The Customer confirms assuming any and all financial risks incidental to or arising out of the Card’s usage.

3. The Card is issued for use at ATM, POS Terminal or any Card operated machine or device, whether belonging to the Bank or other participating Banks or financial institutions where the logos appearing on the Card are displayed/ accepted and any other services so authorized on the Card by the Bank and as available on the ATM of other participating Banks or financial institutions.
4. The Card is issued on the basis that all Card transactions initiated with the use of the Card will be debited to the Customer's Account with the Bank. The Card may not be used to obtain credit of any description on the strength of the Card.
5. Any deposit of cash/cheques by using the Card, can be made at the Bank's ATM in UAE. All cash deposits by the Cardholder can be made directly at the Bank's ATM by placing the cash in a sealed envelope dispensed by the ATM with clear instructions signed by the Cardholder. Any cheques deposited using the Card, shall be accepted for collection and the proceeds will be available only after the proceeds are received from the paying Bank and subsequently credited to the Customer's Account. Any cash/ cheques deposit made at the Bank's ATM and the slip issued by the ATM stating the figure keyed in by the Cardholder, is subject to verification by the Bank. The Bank's record for any Card Transaction shall be final and binding on the Customer and Cardholder.
6. Where the Cardholder chooses to deposit cash, cheques or use any other transfer or payment facilities provided by the Bank without using the Card, the Cardholder will be solely responsible for advising the correct Customer Account number or Customer reference number to which the transfers/payments are to be made. The Bank shall not be liable for any inaccurate transfer of funds due to the Cardholder's error/incorrect advice. The Bank shall not be a party to queries or disputes regarding excess, insufficient, late or incorrect transfer/payment or disputes of any nature whatsoever, which may arise between the Cardholder and the designated beneficiary. The Bank shall not be liable for any loss or damage related to any financial transactions to the Customer's Account arising directly or indirectly from the use of the Card.
7. It is the Cardholder's responsibility to ensure that sufficient balance is maintained in the Customer's Account prior to entering into any Card Transaction. If, for any reason whatsoever, the Customer's Account is debited in excess of the available funds by use of the Card or towards any fees or charges, the Customer & Cardholder shall be responsible for immediately meeting any such shortfall. In case of failure to comply with this condition, the Bank reserves the right to cancel the Card and/or set-off such outstanding amount on behalf of the Customer from any other Account maintained by the Customer with the Bank.
8. In the event of the Customer's Account being debited in excess of the available funds and additional funds not being transferred to clear such excess drawings, interest may be charged to the Customer's Account at the Bank's rate as applicable for such overdrafts at that time, subject to a minimum charge as determined by the Bank from time to time.
9. The Card will be delivered by mail/courier to the address notified by the Cardholder or the same may be collected personally at the Bank's Branch at the Cardholder's risk. The PIN for the Cardholder's use will be delivered through by mail/courier to the address notified by the Cardholder or the same may be collected personally at the Bank's Branch at the Cardholder's risk.
10. Upon receipt of the Card, the Cardholder shall sign on the reverse side of the Card immediately to validate the Card. The Card must be activated by the Cardholder using the Bank's Phone Banking service (either through automated service or by speaking to a phone banking agent), before the same is first used. In the event the Cardholder does not wish to be bound by these Terms and Conditions, the Cardholder shall cut the Card in half and return both halves to the Bank.
11. The Card is not transferable and must be used exclusively by the Cardholder. The Cardholder undertakes not to, under any circumstances whatsoever, allow the Card and/ or PIN to be used by any other individual and/or pledge the Card as security for any purpose. In the event that the preceding undertaking is violated, the Cardholder and the Customer fully indemnify the Bank against any consequences arising from the same.
12. The Cardholder shall at all times ensure that the Card and PIN are kept in safe custody. The Cardholder should not, under any circumstances whatsoever disclose the PIN to any other person and must exercise all care to ensure security of the Card to prevent any misuse. The Cardholder undertakes to act in good faith at all times in relation to all dealings pertaining to the Card with the Bank.
13. The Card may be used for Card Transactions up to the default limit allocated on the Card and within the validity period embossed/printed on its face. Notwithstanding that the Cardholder's default limit has not been exhausted, the Bank shall be entitled to, at any time and without providing notice or giving any reason whatsoever and without any liability towards the Cardholder, withdraw or restrict the Cardholder's right to use the Card or refuse to authorize any Card Transaction.
14. The Cardholder shall immediately notify the Bank via the Bank's phone banking number, of any loss, damage or theft of the Card. If a Cardholder loses or damages his Card or requests for the Card's renewal, replacement or an additional Card, the Bank may at its discretion issue such Card. A new PIN will be issued to the Cardholder whenever the Bank issues a new Card or a replacement Card. The Bank is authorized to debit the Customer's Account with all expenses pertaining to the processing of transactions, fees and charges relating to the issuance/re-issuance or replacement of the Card and any other charges for use of the Card.
15. The Card may be used locally and internationally at Merchants' Establishments, ATMs and POS Terminals, where the logos appearing on the Card are displayed/ accepted, for making purchases, Cash Withdrawals, balance enquiries and other services as offered by the Bank to the Customer/Cardholder from time to time. The Bank shall debit the Customer's Account towards any such Cash Withdrawals and purchase of goods and services using the Card. Any transaction other than in UAE Dirhams would be debited to the Customer's Account at the prevailing exchange rate for an equivalent amount or equivalent value and appropriate commission/fees will be charged on the transaction amount.
16. The Cardholder may use the Card for Cash Withdrawals, purchase of goods & services and any other services subject to availability of adequate funds in the Customer's Account. In the event that the Customer's Account has insufficient available funds to cover the amount of an authorization request, the Bank will be entitled to decline the requested transaction.
17. In case of use of the Card at any ATM of the Bank or any other Bank or institution with which the Bank has an agreement for use of the ATM, the amount of each withdrawal will be subject to the applicable withdrawal & purchase limit set for the particular ATM by such Bank or institution, and in the event of use of the Card at any ATM belonging to any other Bank or institution, the amount of each withdrawal shall be subject to additional switch charges.

18. The Card must not be used to purchase goods and services via Internet, telephone, mail order or by any other means where the Card is not physically present at the time of the Transaction. However, the Bank has the right to allow these services/facilities in future at its own discretion and terms.

19. Each Card Transaction attempted or made with the Card will be subject to approval by the Bank. The Bank reserves the right to approve or decline any Card Transaction and will take into account all previous payments that have been authorized, made or agreed to be made from the Customer's Account, whether or not such payments have actually been deducted from the Customer's Account. Transaction approval will be based on the funds available in the Account and will be declined if sufficient funds are not available in the Account.

20. The Bank may also refuse to approve a Card Transaction if, for any reason whatsoever, it believes that the Card or Customer's Account is being misused or where the Bank suspects fraudulent use of the Card. As part of fraud prevention procedures, the Bank may contact the Cardholder via phone/sms or refer an approval request to the Merchant, requesting further details about the Cardholder or requiring additional proof of the Cardholder's identification. The Bank will never request the Cardholder to reveal his PIN to a merchant or to any other party, including its employees and any such request should be rejected by the Cardholder who is requested to immediately report such attempt to the Bank.

21. The Cardholder acknowledges that the amount stated on the ATM screen or a printed slip or receipt advice shall not for any purpose whatsoever be taken as a conclusive statement of the Customer's Account with the Bank. The Cardholder acknowledges that the available balance in the Customer's Account may be different from the balance amount as printed on the statement, due to the Card transactions or other holds on the Customer's Account

22. The Bank will send a Statement of Account at the agreed periodic intervals to the Customer's mailing address, which shall detail all banking transactions together with the Card Transactions. The Cardholder shall verify all transactions including the Card Transactions appearing on the statement of the Customer's Accounts and in the event of any discrepancy or dispute, advise the Bank in writing thereof within (15) fifteen days of the statement date. If the Bank receives no such notice, all Card transactions shall be deemed to have been consented to as correct by the Cardholder. The Bank's record of any Card Transaction carried out shall be binding on the Cardholder as to its consequences.

23. The Statement of Account of a Customer's Accounts is provided at agreed intervals. Unless instructed by the Customer in writing to hold all correspondence, the Bank shall mail statements and advices to the Customer's mailing address and the same shall be deemed to have been received by the Customer. In the event that the Customer does not receive a Statement of Account for any period, it is the responsibility of the Customer's Authorized Signatories to demand the same from the Bank within (15) fifteen days of the date on which such statement would normally have been sent.

24. The Bank will not be responsible for the Card not being honored at any of the ATM or POS Terminal for any reason. The Bank is not liable, responsible or accountable in any way whatsoever for any and all actions, proceedings, costs, losses or damages (including legal costs) howsoever arising/caused by any mechanical defect or insufficiency of funds or malfunctions of any such Terminal.

25. The Customer agrees to fully indemnify the Bank and hold the Bank harmless against any and all actions, proceedings, costs, losses or damages (including legal costs) it may suffer in connection with the usage of the Card or any misuse of the Card, PIN and/or other facilities provided to the Cardholder. The Bank issues the Card on the Customer's Account to the Authorized Signatories of the Customer as nominated in the Debit Card Application. The Customer indemnifies the Bank against any transactions carried out by the Cardholder using the Card, if any such transaction instructions on the Customer's Account as stated in the Business Account Application shall be made through joint signatures. An Account with joint mandate is not eligible for Debit Card.

26. The Cardholder's use of the Card for making any Card Transaction shall constitute an agreement by the Customer to pay any and all fees, commission, and charges on any Card Transaction as prescribed by the Bank from time to time. The Customer & the Cardholder confirm that they are aware and in receipt of the schedule of fees, commission and charges for usage of the Card and which will be debited to the Customer's Account for any Card Transaction. The Card facility is provided to the Cardholder subject to the Bank's schedule of fees and charges as amended and published from time to time.

27. The Bank reserves the right to amend/modify these Terms and Conditions, nature and scope of the Card facilities provided herein and may make additions to or removals of any Card facilities provided to the Cardholder from time to time.

28. The Customer authorizes and permits the Bank to disclose and furnish any such information to any third party as it deems fit concerning the Cardholder and/or the Customer's Account, including but not limited to providing the Card facilities to the Cardholder under the provisions of these Terms and Conditions.

These Terms and Conditions shall be construed in accordance with the laws of United Arab Emirates and the rules, regulations and directives of the Regulator. The law governing the Accounts or any Banking Service or transaction is the law of the emirate in which the Account maintained, in the event of a dispute arising in relation to any Account, Banking Service or transaction the courts of such Emirates shall have jurisdiction, provided that the Bank may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside the United Arab Emirates.

#### **PHONE BANKING Terms and Conditions**

These Terms and Conditions shall be read in conjunction with the Terms and Conditions governing Business Accounts of "Commercial Bank of Dubai (P.S.C)" (hereinafter referred to as "the Bank"). Any capitalized terms not otherwise defined herein shall have the meaning given to them in the Terms and Conditions governing Business Accounts.

These are the terms that govern the use of PHONE BANKING SERVICE offered by Commercial Bank of Dubai P.S.C "CBD" which is referred to in this document as the Bank.

The person or people or company or any other entity that use this service is referred to in this document as the User.

1. PHONE BANKING SERVICE is owned and operated by Commercial Bank of Dubai P.S.C "CBD". All our products and services are subject to these disclaimers and terms and conditions of this applicable agreement governing the use of those products and service in general and PHONE BANKING SERVICE in particular. These terms and conditions must be read together with such other terms, conditions and disclaimers related to the Bank's other products and services.
2. By using the PHONE BANKING SERVICE, the user acknowledges that these terms and conditions are read, understood and accepted. The service shall be provided fully or partially or in a phased manner at the discretion of the Bank. The Bank reserves the right to revise, amend or suspend in whole or in part any of the services provided through PHONE BANKING SERVICE at any time without prior notice and these shall be binding to users.
3. PHONE BANKING SERVICE, pursuant to which CBD would provide information and facilitate transactions through telephone to the User thereof, in relation inter alia to the CBD related products or services of such User, about products and services of CBD and other entities with whom CBD has entered into arrangements.
4. These TERMS form the contract between the User and the Bank. Each User of the Bank at locations where PHONE BANKING SERVICE is extended shall be eligible for PHONE BANKING SERVICE, based on eligibility norms as prescribed by the Bank from time to time. The Bank shall be entitled at its sole discretion to accept or reject any application received. By applying for the PHONE BANKING SERVICE and using the service for the first time, the User acknowledges the acceptance of these TERMS. Notwithstanding anything contained herein, all Terms and Conditions stipulated by the Bank in connection with other related products and services shall continue to apply.
5. The Bank will not be responsible for any error due to system failure or due to wrong instructions for payment of utility bills or any other transaction. The Bank will not be liable for any mistake or delay and ensuing repercussions of such delays in the payment of utility bills or any other transaction.
6. The Bank has agreed to provide the PHONE BANKING SERVICE to enable the User to give instructions through Interactive Voice Response system (IVR). To avail PHONE BANKING SERVICE, User is required to identify himself to the Phone Banking system by successfully entering the Telephone Identification Number (TIN) and Financial Telephone Identification Number (FTIN), TOKEN or any other verification tool introduced by the Bank as per the procedures decided by CBD from time to time. The transactions done post the successful validation shall be binding on the User and the relevant records of which will be admissible in the event of any dispute.
7. PHONE BANKING SERVICE will be available to all account holders of The Bank and the operating instructions as applicable in the account(s) would be applicable to the PHONE BANKING SERVICE mutatis mutandis. In case of Joint or companies' accounts, joint account's holders or authorized signatories for companies' accounts have to sign on PHONE BANKING SERVICE application form. An account in the name of a Minor or an account, in which a Minor is a Joint account holder, is not eligible for this service.
8. The Bank will provide TIN or TOKEN to access the service and will provide FTIN to perform certain financial transactions. The Customer will maintain secrecy and ensure that the same is kept confidential. User should maintain his/her TIN, FTIN, TOKEN or any other access tool provided by the Bank in a safe guard and not to be shared with anyone else. The user will be fully responsible for any misuse of the same. The TIN/ FTIN may subsequently, changed by the User, at their own risk. CBD has no means of verifying the identity of the person giving the telephone instructions and any transaction made will be binding on the User, subject to the successful validation. The Bank will not be responsible if any unauthorised person including any employee or representative of The Bank, voluntarily, accidentally or by mistake, have access to the TIN/ FTIN. If the User forgets / loses / misplaces the TIN/ FTIN ceases to remain secret, the Customer is undertaken to inform the Bank immediately.
9. User may request for the issuance or re-issuance of TIN through Phone Banking Agents or through Phone Banking system or through Online Banking, as per the current applicable procedure. A new TIN will be issued after the necessary authentication procedures are carried out. The reissuance of a new TIN or FTIN shall not be construed as the commencement of a new contract. The same applies for the FTIN but issuance and re-issuance of FTIN will happen in the Bank branches or through Online Banking Service. For TOKEN, all terms and conditions related to TOKEN applies while using PHONE BANKING SERVICE.
10. The facility of performing certain transactions using PHONE BANKING SERVICE will be provided in accordance with the procedures as decided by The Bank from time to time and subject to successful validation. The Bank will endeavour to effect such transactions received through this service in a time frame decided by the Bank, In case of fund transfer, bill payments, or deducting fees or charges, the transaction will be carried out subject to sufficient balance available in the Customer Bank account or credit card.
11. The Bank may from time to time impose maximum and minimum limits on Financial Transactions given to the Customer here under. The Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even for each transaction limits. All the records of The Bank generated by the transactions arising out of the use of the PHONE BANKING SERVICE, including the time the transaction recorded, shall be conclusive proof of the genuineness and accuracy of the transaction, and admissible evidence in case of any dispute.
12. The termination of the PHONE BANKING SERVICE for retail Customers will be carried out through the Contact Center agents within one working day from the time the request given by the User. For Commercial, joint or any other type of accounts, such request will be carried out in the Bank branches within three working days, and the User will remain responsible for any transactions made through PHONE BANKING SERVICE until the time of such termination.
13. The Bank may suspend or terminate PHONE BANKING SERVICE without prior notice for anyone breaches these Terms and Conditions or The Bank learns of the user's death, bankruptcy or lack of legal capacity or any other reason the Bank finds it valid to suspend or terminate the service permanently.
14. PHONE BANKING SERVICE can be accessible inside or outside United Arab Emirates. These Terms and Conditions and/or the operations maintained by the Bank and/or the use of the services provided through PHONE BANKING SERVICE shall be governed by the laws of the



United Arab Emirates and no other country even if it does not satisfy the laws of the country in which the user resides or from which the user is accessing the service. And all costs applicable including tele-communication costs to use this service would be borne by the user.

15. All figures in relating to fees, charges, currency, interest and other amounts are in U.A.E Dirhams.

#### **SMS BANKING Terms and Conditions**

These Terms and Conditions shall be read in conjunction with the Terms and Conditions governing Business Accounts of “Commercial Bank of Dubai (P.S.C)” (hereinafter referred to as “the Bank”). Any capitalized terms not otherwise defined herein shall have the meaning given to them in the Terms and Conditions governing Business Accounts.

The Commercial Bank of Dubai p.s.c, CBD, (“the Bank”) hereby agrees to provide the Customer, at the Customer’s request, information related to any transaction carried out on the Customer’s account and credit card with CBD through SMS messaging service, (“SMS Service”) subject to the following terms and conditions:

The Bank will not be responsible for the failure of the serviced due to factors beyond its control such as defects either in the Customer’s mobile or transmission from telecommunication provider.

The Customer should advise the Bank immediately in the event of any change in the information given on the application form i.e, mobile number etc. The Customer also agrees to continue providing any additional information required by the Bank from time to time.

The Customer authorizes the Bank to send any information related to the account, although not requested by the Customer, if the Bank deems that the information is relevant.

The Customer acknowledges that the information sent by the Bank through SMS messages is highly confidential and in the event that such information is sent to another individual by the Customer, the Bank will not be held responsible or liable in any way for the loss or damage incurred by the Customer.

The Customer is liable for Bank’s charges and any charges made by the SMS Service Provider as a result of the use by the Customer of the SMS Service. Such charges may be revised at any time without notice.

The Bank reserves the right to discontinue the services provided under this Agreement at its sole discretion, without assigning any reason, in the event of any breach of any of these terms and conditions by the Customer, or other pal-ties to the account.

If the Customer cancels the subscription service before the actual delivery of service, the Customer is obliged to pay to the Bank cost and expenses incurred by the Bank or the Bank reserves the right to deduct any such expense from the advance or deposit made by the Customer towards the service.

#### **E-ADVICE Terms and Conditions**

These Terms and Conditions shall be read in conjunction with the Terms and Conditions governing Business Accounts of “Commercial Bank of Dubai (P.S.C)” (hereinafter referred to as “the Bank”). Any capitalized terms not otherwise defined herein shall have the meaning given to them in the Terms and Conditions governing Business Accounts.

In consideration of the Bank accepting, the Customer request to send the transaction advices electronically, the Customer agrees to the following terms and conditions.

- a) The Customer agrees that hard (paper) copies will no longer be mailed.
- b) The Customer will advise the Bank well in advance if there is a change in the e-mail address / fax no. provided.
- c) The Customer agrees that e-mail is not a secure method of information, due to any errors, delays or problems in transmission or unauthorized/illegal interception, alteration, manipulation of electronic data or otherwise caused by using e-mail as means of transmission and the Bank shall not be liable and same shall not be considered as a breach by the Bank of banker-Customer confidentiality.
- d) This e-mail/fax service is provided by the Bank entirely at the Customer sole risk and responsibility, which can be withdrawn by the Bank at any time, without notice to the Customer. In case, if the facility is withdrawn due to any reason whatsoever, the Bank shall continue sending hard (paper) advices at the Customer’s postal address available with the Bank.

#### **CBD ONLINE BANKING**

These Terms and Conditions shall be read in conjunction with the Terms and Conditions governing Business Accounts of “Commercial Bank of Dubai (P.S.C)” (hereinafter referred to as “the Bank”). Any capitalized terms not otherwise defined herein shall have the meaning given to them in the Terms and Conditions governing Business Accounts.

##### **1. Meaning of words**

**Customer setup Form** means the form by which the Client applies to use the Online Banking Service.

**Customer Amendment Form** means the form by which the Client may request CBD to agree to certain modifications in its provision of Online Banking Service to the Client.

**Security Token Acknowledgement/Activation Form** means the form by which the Client acknowledges the receipt of security tokens delivered as per client’s request, and request for activation of tokens for users mentioned by the client.

**Account** means an account held with CBD, nominated by the Client in the Application Form and/or in any subsequent Additions/Amendments Request Form for use in connection with Online Banking Service.

**Authorised Signatory** means the person authorised by the Client (and notified to CBD) to grant the right to use the Online Banking Services to Authorised Users within the Client’s firm.

**Account Information** means balance, transaction and other information provided by CBD related to Accounts held by the Client.

**Authorised User** means a person who is authorised by the Authorised Signatory to use the Online Banking Service to conduct Transactions and includes the Authorised Signatory.

**Available Funds** means the clear credit funds in the Client’s Accounts.

**Business Day** means a day other than a Friday or Saturday or a United Arab Emirates public holiday.

**CBD means the Commercial Bank of Dubai, and its successors and assignees.**

**Online Banking Service** means CBD's electronic corporate banking solution, described by that name, by which the Client may undertake Transactions.

**Client** means Account holder, including its Personnel, successors, Assignees and, in relation to its rights to use Online Banking Service, any other authorized person acting within his or her authority.

**Instruction** means any instruction to CBD from the Client and received by CBD using the Online Banking Service, whether or not such Instruction has in fact been properly authorised by the Client.

Notice means a notice sent from either party to the other using the means specified in clause 13.

**Personnel** means Authorised Users, the Authorised Signatory and the Client's agents, representatives, contractors and employees.

**PIN means a Personal Identification Number that is used in conjunction with a Token.**

**Transaction** means any transaction carried out by the Client using the CBD Online Banking Service.

**Token** means a personal authentication security device that is used in conjunction with a PIN for the purpose of accessing and using the CBD Online Banking Services.

**Unauthorised Transaction** means any Transaction where the Client claims that the Client did not engage in or have knowledge or consent to the Transaction even though the Client's Token was used to generate the disputed transaction.

**User ID** means the user identification to be used in conjunction with the PIN and the Token.

Words importing the singular include the plural and vice versa.

## **2. CBD Online Banking Services**

CBD will provide the CBD Online Banking Services agreed between CBD and the Client from time to time on the terms and conditions set forth in this Agreement and the Client must comply with these terms and conditions.

## **3. Materials provided with CBD Online Banking Service**

3.1 To facilitate the Client's access to CBD Online Banking Service, CBD will (on the completion and acceptance by CBD of the Application Form) provide the Client with one or more Tokens and associated User IDs and Personal Identification Numbers (PINs).

3.2 The number of User IDs, Tokens and PINs to be supplied shall be specified by the Client on the Application Form. The Client acknowledges and agrees that a Token and PIN must only be used by the relevant Authorised User.

## **4. Intellectual Property Rights**

4.1 The Client acknowledges that the CBD Online Banking Service system and all related content are subject to copyright and possibly other intellectual property rights (Intellectual Property Rights).

4.2 CBD (or its licensors) retain all right, title, and interest in and to the Intellectual property Rights comprising the CBD Online Banking Service system and all related content, and nothing the Client does on or in relation to the CBD Online Banking Service system or any of the related content will:

- Transfer any of those Intellectual Property Rights to the Client; or
- License the Client to exercise any of those Intellectual Property Rights unless this is expressly stated in writing.

## **5. Conditions of use**

5.1 The Client acknowledges that all applications to use CBD Online Banking Service are subject to approval by CBD, such approval being at CBD's sole discretion.

5.2 CBD makes no representations or warranties as to the suitability of any personal computer or modem provided or obtained by the Client for the purpose of using the CBD Online Banking Services. The Client will be responsible for maintaining personal computers and any other required hardware, equipment or telecommunication lines, at the Client's expense.

5.3 CBD is entitled to assume that any access and operation of CBD Online Banking Service has been made by an Authorised User, regardless of the true identity of the person accessing and operating CBD Online Banking Service. CBD's records of CBD Online Banking Service transactions shall be prima facie evidence of such access and operation.

5.4 We may treat all apparently valid Customer instructions received by the bank through CBD Online as instructions properly authorized by you, even if made fraudulently and even if they conflict with the terms of any other instructions or mandates given by you at any time concerning your accounts or affairs. We shall be under no obligation to check the authenticity of Customer instructions or the authority of the person or persons giving them.

5.5 You are responsible for the accuracy and completeness of Customer Instructions (including the complete application of the Security Procedures) and for ensuring that they will achieve your intended purpose.

5.6 In the event that you request us to cancel or modify any Customer Instructions for whatever reason, we will make all reasonable efforts to comply with your request.

However, we are not liable for any failure to cancel or modify the Customer Instruction if such a request is received at a time or under circumstances that render us unable to comply with your request.

5.7 CBD will not be held liable for the loss, alterations or disclosure, howsoever arising, of any information sent by the Client to, or received by the Client from, the CBD Online Banking Service which is the result of any cause, event, activity or circumstances beyond its direct control.

5.8 The Client may access the CBD Online Banking Service twenty four (24) hours per day, seven (7) days a week, except during system housekeeping, or at other times when the CBD Online Banking Service is not available for any reason.

5.9 CBD may maintain details of the Client's computer operating environment, including information regarding the Client's personal computer operating system. This information is retained and used by CBD solely for the purposes of administration and troubleshooting any connection problems that may arise. 41

5.10 CBD does not guarantee that all Instructions will be completed or fulfilled by CBD. However, subject to these terms and conditions, CBD undertakes to use all reasonable endeavours to effect the Client's Instructions sent via the CBD Online Banking Service.

5.11 The Client is solely responsible for ensuring that any Instruction (without limitation the account details) is correct and that CBD is under no obligation to check the correctness of any information contained in it.

5.12 The Client must comply with any guidelines on Token safekeeping and security contained in other documentation provided by CBD.

#### **6. Confidentiality and security**

6.1 The Client must not, and will ensure that its Personnel do not:

- a) Provide a Token to any other person including a family member or friend; or
- b) Act with carelessness in failing to protect the security of a Token.

6.2 CBD reserves the right not to give advance notice to the Client when changes are necessitated by an immediate need to restore or maintain the security of the CBD Online Banking Service or its systems or the Client's individual accounts.

6.3 Additional Authorised Signatories can only be created in accordance with the procedures specified by CBD from time to time.

#### **7. Fees and charges**

The Client will pay to CBD the fees and charges for the Client's application and for ongoing use of the CBD Online Banking Service as set by CBD, the amount and nature of which are detailed on our website, as amended by CBD from time to time.

#### **8. Available Funds**

The Client may use the CBD Online Banking Services for Transactions up to the value of the Client's Available Funds.

#### **9. Liability and Indemnity**

9.1 Except to the extent its own wilful or negligent acts or omissions cause loss or damage, CBD will not be responsible for and excludes all liability for loss or damage (including any indirect or consequential loss or damage) that the Client may suffer or incur by reason or in connection with the Client's use of CBD Online Banking Service whether or not it is attributable to CBD, its agents or employees including (without limitation):

- (i) Any act or omission of CBD, its agents or employees in relation to CBD Online Banking Service or the Client's use of CBD Online Banking Service;
- (ii) The inability on the Client's part to access the CBD Online Banking Service through a telecommunications network or where access to the CBD Online Banking Service is overloaded, suspended, terminated or otherwise unavailable or unsatisfactory for whatever reason;
- (iii) Where CBD acts on an Instruction purporting to be, but which is not in fact, from an Authorised User;
- (iv) If for any reason the CBD Online Banking Service system fails, is unavailable or does not perform as expected or required;
- (v) Any error contained in an Instruction or any delays in complying with an Instruction; and
- (vi) Any other matter in respect of which liability is excluded under these terms and conditions.

9.2 The Client will indemnify CBD fully against any liability, loss or damage suffered or incurred by CBD howsoever arising and by whomsoever caused, whether arising directly or indirectly from the Client's use and operation of CBD Online Banking Service or the Client's access to the CBD Online Banking Service, except to the extent such liability, loss or damage is due to the wilful acts or negligence of CBD.

9.3 The Client will indemnify and continue to hold indemnified CBD in full for any claims or demands made by any person against CBD in consequence of CBD having acted in accordance with an Instruction.

9.4 The Client is liable for losses resulting from Unauthorised Transactions:

- a) Where CBD can prove on the balance of probability that the Client contributed to the losses through their fraud or their contravention of the security requirements in clause 6, the Client is liable for the actual losses which occur before CBD is notified that the Token has been misused, lost or stolen; and
- b) Where CBD can prove on the balance of probability that the Client contributed to losses resulting from Unauthorised Transactions because the Client unreasonably delayed notifying CBD after becoming aware of the misuse, loss or theft of the Token, in which case the Client will then be liable for the actual losses that occurred between the time the Client became aware and when CBD was actually notified.

#### **10. Termination**

10.1 CBD may, in its absolute discretion, suspend or terminate the Client's use of CBD Online Banking Service in whole or in part at any time with immediate effect without prior notification to the Client, including (without limitation) where it determines that:

- a) The Client has breached any of these terms and conditions;
- b) It is necessary in order to protect the security of CBD Online Banking Service or the interests of CBD;

10.2 The Client may terminate the Client's use of CBD Online Banking Service by written notice of termination to CBD. Such termination:

- a) Notwithstanding clause 13, will not be effective unless the notice of termination is actually received by CBD at the address specified in clause 13;
- b) will take effect from 5pm Dubai time on the Business Day after the day on which CBD actually receives notice of termination; and
- c) Will not affect any obligations incurred by the Client in respect of use of CBD Online Banking Service prior to termination.

10.3 All moneys due and owing to CBD in connection with CBD Online Banking Service, if not already due and payable, will immediately become due and payable upon the date that CBD actually receives notice of termination.

10.4 CBD will not process any transactions that have been forward-dated to take effect after the termination.

#### **11. Variations**

11.1 These terms and conditions may be altered, amended or added to by CBD at any time. However before implementing these changes the client will be given advance intimation of such changes to the agreement.

11.2 CBD has the right, in its sole discretion, to change or cancel any of the services that comprise CBD Online Banking Service.

## 12. Assignment

12.1 The Client must not in any way assign or transfer to any other person any of the Client's rights and interests under these terms and conditions.

12.2 CBD may assign any of its rights and interests under these terms and conditions without the Client's consent.

## 13. Notices

13.1 A Notice given by CBD to the Client will be deemed to be duly given or made:

a) If it is:

(i) In writing signed by an authorised officer of CBD; and

(ii) Left at the address of the first-named party in the Application Form, sent by prepaid ordinary post (airmail if posted in or from a place outside Dubai) to that party's address, or sent by facsimile to that party's facsimile number; or

b) If it is given or made electronically from CBD to the Client via the CBD Online Banking Service.

13.2 A notice given by the Client to CBD will be deemed to be duly given or made if it is:

a) In writing signed by the Client; and

b) Left at CBD's address, sent by prepaid ordinary post (airmail if posted in or from a place outside Dubai) to CBD's address, or sent by facsimile to CBD's facsimile number.

13.3 A posted letter or facsimile is taken to be received:

a) In the case of a posted letter, on the third (seventh, if posted to or from a place outside Dubai) day after posting; and

b) In the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

13.4 A Notice delivered in accordance with clause 13.1(b) is:

a) Deemed to be received when it enters the Client's computer and is effective when received even if no person is aware of its receipt; and

b) To be sent from CBD's place of business and is deemed to be received at the Client's place of business.

## 14. Relationship of the Parties

Except as expressly provided in this agreement:

a) Nothing in this agreement is intended to constitute a fiduciary relationship or an agency, partnership or trust; and

b) No party has authority to bind the other party.

## 15. Severability

Any term of this agreement that is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.

## 16. Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

## 17. Governing Law and Jurisdiction

These Terms and Conditions shall be construed in accordance with the laws of United Arab Emirates and the rules, regulations and directives of the Central Bank of United Arab Emirates. The law governing the Accounts or any Banking Service or transaction is the law of the emirate in which the Account maintained, in the event of a dispute arising in relation to any Account, Banking Service or transaction the courts of such Emirates shall have jurisdiction, provided that the Bank may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside the United Arab Emirates.

## 18. Entire Agreement

The approved Application Form, any approved Additions/Amendments Request Form and these terms and conditions are the entire agreement between the Client and CBD, and all other terms, undertakings and warranties are excluded.

Commercial Bank of Dubai PSC, Dubai, UAE, licensed by the Central Bank of the UAE. Ittihad Street, Port Saeed, Deira, Dubai, P.O.Box: 2668, Dubai, UAE. Telephone: 600 575 556

For feedback/complaints, please email us at [customercare@cbd.ae](mailto:customercare@cbd.ae)

Website: [www.cbd.ae](http://www.cbd.ae)