PERSONAL ACCOUNT
Terms and Conditions
Effective from: 11 March, 2014

IMPORTANT: These Personal Account Terms and Conditions ("Terms and Conditions") together with the Account Opening Form and Service and Price Guide create legally binding obligations between you - the "Customer", and us - the "Bank", with regard to the operation of your Accounts with us. They are applicable to all new and existing Accounts with effect from the above mentioned date. They may be amended by the Bank from time to time in accordance with the provisions below.
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DEFINITIONS

In these Terms and Conditions the following capitalized defined terms shall have the meanings ascribed below unless the context shall otherwise require:

**Account** means any and all accounts of the Customer held with the Bank, including any Card Account in respect of which a Card is issued.

**Account Opening Form** means an application from a Customer in the standard form of the Bank to open an Account other than a Term Deposit Account or Certificate of Deposit Account.

**Address Change Form** means the form provided in the Bank’s standard format to be completed by a Customer and submitted to the Bank to confirm details of any changes to a Customer’s contact details.

**ATM** means an automated teller machine at which a Customer may undertake certain banking transactions using a Card and PIN.

**Authorised Person** means a person authorized from time to time by the Customer (or on behalf of the Customer) to operate the Customer’s Account, such authorization to be in conformity with the applicable legal and regulatory requirements, and acceptable to the Bank.

**Bank** means Al Khalij France S.A. and its successors and assigns.

**BIC** means a bank identifier code used to identify banks worldwide.

**Balance Transfer** means a payment (subject to a minimum sum of AED 250), made at the Principal Cardholder’s instruction, to another financial institution in the United Arab Emirates. Balance transfers are subject both to the Bank’s prior approval and to any interest, fees, charges, costs and expenses that the Bank may, from time to time stipulate.

**Billed Amount** means the amount billed on the Statement of Account pertaining to all the Card Transactions within one Billing Cycle.

**Billing Cycle** means the time period between the dates of issuing two consecutive Statements of Account.

**Business Day** means a calendar day on which the Bank is open for business in United Arab Emirates.

**Card** means a debit, credit or other card issued by the Bank, including any “Amex”, “Visa” or “MasterCard” branded credit-card issued by the Bank, and any corresponding Supplementary Card.

**Card Account** means the account maintained in respect of a Card.

**Cardholder** means the person authorised by the Bank to use the Card. All references to the Cardholder shall include, where applicable, the Supplementary Cardholder.

**Cardholder’s Account** means the current or deposit account maintained by the Cardholder.
DEFINITIONS

Card Services means any and all of the facilities and services provided by the Bank or any other party in respect of the use and operation of a Card.

Card Transaction means any purchase or cash advance transaction made by the Cardholder using the Card, and regardless of whether a sales or cash advance or other voucher or form was signed by the Customer.

Cashback means a sum of money credited to the Customer’s Account or Card Account by the Bank.

Cash Advance means the cash, whether in local or Foreign Currency, provided by the Bank to the Cardholder against the Card Account.

Cash Advance Fee means the fee charged when the Cash Advance is provided to the Cardholder.

Contact Centre means the Bank’s customer service centre which can be reached by telephone on: 800 542 5454 or +974 4494 0044 or via email at: premium@alkhaliji.ae.

Credit Limit means the maximum line of credit extended to the Card Account.

Customer means a person who has opened an account at the Bank, and/or a person to whom the Bank has made available any service or banking facility including a Card.

Debit means a debit in UAE Dirhams that is performed by a Creditor under the UAE Central Bank Direct Debit Scheme.

Deposit means funds paid into an Account.

E-Statement means a Statement of Account issued electronically.

E-Statement Services means the service through which E-Statements and other notices may be delivered electronically to the Customer.

Electronic Banking Services means the Card Services, telephone banking, internet banking services, mobile banking, SMS banking and any other electronic banking service or facility provided by the Bank from time to time, pursuant to which a Customer (and/or any Authorised Person) may operate its Account.

Electronic Payment Instruction means a payment Instruction made by the Customer conveyed through use of any of the Electronic Banking Services.

Facility means a loan facility provided by the Bank to the Customer.

Foreign Currency means any currency other than UAE Dirhams (AED).

Grace Period means the time period between the issuance of the Statement of Account and the Payment Due Date during which no Finance Charge may be incurred on the new purchase balances.
DEFINITIONS

Guardian Operator means, in respect of an Account maintained in the name and sole benefit of a minor, the father or any other legally appointed guardian of the minor.

IBAN means International Bank Account Number that is an alphanumerical sequence which identifies a particular Account.

Information means any personal information belonging to a Customer which serves to identify the Customer and his/her rights to open and operate an Account at the Bank as may be requested by the Bank from time to time.

Instruction means any request or instruction issued by the Customer to the Bank either in writing or such form as the Bank may require or permit.

Instrument means any cheque, bill, draft or other negotiable instrument.

Internet Banking Services means the Electronic Banking Service provided by the Bank from time to time pursuant to which a Customer may operate its Account “on line” through the Bank’s Internet Banking Website as may be offered and operated by the Bank from time to time.

Internet Banking Website means www.alkhaliji.ae or any other website from time to time made available by the Bank to enable its Customers to access Internet Banking Services.

IPP means an instalment payment plan on a Card Account.

Joint Account means an Account of Joint Customers.

Joint Customers means Customers who together open and maintain an Account or hold Securities.

Late Payment Fee means the fee charged in connection with the use of a Card where any payments due are received and posted to the Card Account after the Payment Due Date or where the payment received and posted is less than the Minimum Payment.

Legalized means having obtained all the consents and confirmations required by applicable law in United Arab Emirates to verify the authenticity of the attestation confirmed by the notary public, or relevant ministry, who witnessed the execution (or production) of the documents by the Customer in the country of origin.

Loss means any and all injury, liability, loss, damage, cost, charge and/or expense of whatsoever nature (including legal fees), or however arising, for the Bank.

Minimum Balance means the minimum amount (if any) which must be maintained in an Account as stated in the Account Opening Form, the Term Deposit Account Opening Form or as specified by the Bank.

Minimum Payment means the minimum payment amount, specified in the Statement of Account, required to be paid by the Principal Cardholder on or before the Payment Due Date.
DEFINITIONS

Notice Account means a type of savings account with indefinite tenor and variable interest rate, and which is subject to the requirement of issuing a minimum specified period of notice to the Bank prior to any withdrawal of funds, failing which a penalty fee may apply as specified in our Service and Price Guide.

On-line Registration Process means the on-line registration process whereby the Customer completes an on-line registration form set out on the Internet Banking Website.

One Time Password means the one time password (generated initially by the Bank) and provided to the Customer pursuant to the On-line Registration Process and verified first by SMS to the Customer and secondly via the Internet Banking Service).

Outstanding Balance means any monies, costs, expenses, charges, interest and penalties that are due to the Bank from the Cardholder in respect of a Principal and/or Supplementary Card, including but not limited to Cash Advances, Card Transactions and Past Due Amounts.

Over Limit Fees means the fee charged to the Card Account where the Cardholder exceeds the Credit Limit in one Billing Cycle.

Password means the password selected by the Customer or any Authorised Person in connection with the On-line Registration Process to be used by the Customer and/or an Authorised Person in conjunction with the relevant User ID and Security Question Password to gain access to the Internet Banking Services.

Past Due Amount means the Minimum Payment of the balance which was due for payment at previous Billing Cycle and is unpaid and still due.

Payment Due Date means the date specified in the Statement of Account by when any payments must be made.

Payment Holiday means the privilege for the Cardholder, at the discretion of the Bank, not to make payment against the outstanding balance of the Card Account for a defined period. Where such a facility is granted, interest will continue to accrue on the balance outstanding on the Card Account.

PIN means the personal identification number required to carry out certain Card Transactions.

POS means the terminal at which a Customer makes a payment to a merchant in exchange for goods or services.

Principal Cardholder means the Cardholder in whose name the Card Account is registered.

Promotional Rate means a preferential rate of interest or any other preferential terms in comparison with the standard terms applying to a product.

UAE Dirhams means the lawful currency of the United Arab Emirates.

UAE Central Bank means United Arab Emirates Central Bank.

Relationship Manager means an employee of the Bank specifically assigned to manage an Account.

Password to gain access to the Internet Banking Services. Initial Password is issued by the Bank initially by the Bank and provided to the Customer pursuant to the On-line Registration Process (and verified first by SMS to the Customer and secondly via the Internet Banking Service).

Password to manage an Account.

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DEFINITIONS

Relationship Manager means an employee of the Bank specifically assigned to manage an Account.

Security means, in connection with a Card Account, any cheque, pledge and/or cash deposit retained by the Bank as security for any credit provided to the Cardholder through use of the Card.

Securities means any investments, shares or units in any notes, bonds, mutual funds and other securities available from time to time through the Bank to the Customer under these Terms and Conditions.

Security Question Password means the answer selected by the Customer to the security question to be used by the Customer and/or an Authorised Person in conjunction with the relevant User ID and Password to gain access to the Internet Banking Services.

Service means any service relating to the operation of the Account that the Bank may (at its sole discretion) provide to the Customer.

Service Request and Information Update Form means the form prescribed by the Bank to be used by the Customer to request a Service be provided, and to update the details and information in relation to an Account.

Service and Price Guide means the guide to the Bank’s charges for the use and operation of any Personal Banking Account, Card, or any other Personal Banking service.

SMS means a short messaging service that allows text messages to be sent via telephone, web or mobile communication systems using standardized communication protocols.

Statement of Account means a statement of account showing the balance and any debits and credits made in relation to the Account in the relevant period that such statement of account is issued.

Supplementary Card means a supplemental Card issued to a Supplementary Cardholder.

Supplementary Cardholder means the person authorised by the Cardholder to hold and use a Supplementary Card.

Terms and Conditions means these Terms and Conditions (as may be amended from time to time) and are otherwise known as the Personal Account Terms and Conditions (Including Electronic Banking And Card Services).

Term Deposit means an interest bearing account with an agreed fixed tenor and a fixed interest rate.

Term Deposit Account Opening Form means the account opening form required to open a Term Deposit Account.

TPIN means any telephone banking personal identification number required or that may be required for use of the Bank’s telephone banking service.
1. DEFINITIONS

Transaction includes any transfer, withdrawal or payment.

Transactional Account means a form of current or savings account which a Customer may conduct withdrawal transactions using a Card, cheque book and/or by Instruction issued directly at a branch or via Electronic Banking Services, and which may also be interest bearing.

User ID means a User ID, which is used by the Customer and/or an Authorised Person in conjunction with the relevant Password and Security Question Password to gain access to the Internet Banking Services.

Website means the Bank’s website www.alkhaliji.ae.
2. INTERPRETATION

2.1. The headings or titles in these Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction, meaning or intention of any provision of these Terms and Conditions.

2.2. Where the context so requires, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neutral gender and vice-versa.

2.3. The rights of the Bank with respect to any matter conferred under any provision of these Terms and Conditions shall be additional to the rights conferred under any other provision of these Terms and Conditions with respect to the same matter.

2.4. Any reference to a party in these Terms and Conditions shall include a reference to his successors in title and permitted assigns.

2.5. The term “person” includes an individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing and shall include its or their successors and heirs (as appropriate).

3. ACCEPTANCE OF THE TERMS AND CONDITIONS

3.1. By signing an Account Opening Form, and issuing Customer Instructions, the Customer agrees to be bound by these Terms and Conditions (as may be amended from time to time) with respect to the operation of each and every Account the Customer opens with the Bank excepting only where expressly agreed otherwise in writing between the Bank and the Customer.

3.2. Operation of any existing Account(s) on or after the date upon which an amendment to the Terms and Conditions comes into effect will constitute acceptance of such amendment without reservation by the Customer.
4. Changes to the Terms and Conditions

4.1. The Bank reserves the right, from time to time, to amend, vary or supplement these Terms and Conditions from time to time by giving notice in writing to the Customer, by displaying a notice of any change at its branches in UAE, by providing notification on its Website, or by any other method deemed appropriate by the Bank. Any amendment, variation or modification shall take effect from the date specified in such notice.

4.2. The current version of these Terms and Conditions are always available online on the Bank’s Website. This information as well as our prevailing exchange rates, current interest rates and our current Service and Price Guide is available on request from any branch of the Bank in United Arab Emirates.

5. Account Opening Requirements

5.1. To open an Account, the Customer must complete and sign the Account Opening Form, and provide evidence to the Bank’s satisfaction of identity, address, UAE ID, Passport copy and employment details.

5.2. The Bank shall review the Account Opening Form together with any and all other information and/or legal documentations supplied to it by the Customer, and if the Bank is satisfied that appropriate evidence of eligibility has been provided, and possesses all information and legal documentation it requires to comply with applicable “know your client” and “anti-money laundering” requirements, it shall confirm the new Account details to the Customer in writing.

5.3. Operation of any Account may be restricted at any time pending receipt by the Bank of any information or documentation required to be provided by law or regulation.

5.4. If any Information (supplied by the Customer) originates from a country other than UAE, the Bank may require such documentation to be legalized.

5.5. Subject to the Bank’s sole discretion and the applicable laws and the regulations of the Central Bank of UAE the customer may be eligible to open a Current Account if he is resident in the UAE and has the full legal capacity.
6. ACCOUNT OPERATION

Instructions

6.1. Without prejudice to the applicable laws, any delay or omission by the Bank in exercising or enforcing (whether wholly or in part) any right or remedy arising in respect of the account shall not be construed as a waiver of such right or remedy.

6.2. The Customer shall operate its Account(s) with the Bank from time to time by issuing Instructions. The Bank may refuse to accept the appointment or continued appointment of any Authorised Person without need to provide reasons, and shall promptly notify the Customer of any such decision.

6.3. The Bank shall be duly authorised to act on any and all Instructions issued by an Authorised Person from time to time without any further verification whatsoever by the Customer.

6.4. Subject to any express written Instruction of the Customer to the contrary, the Bank may regard any Authorised Person as having the requisite authority to operate the Customer’s Account(s) on behalf of the Customer without limitation. The Customer shall be solely responsible for ensuring the accuracy and completeness of its Instructions.

6.5. The Bank will effect Instructions given by or on behalf of the Customer during normal banking hours and on a Business Day upon which commercial banks in UAE are open for business. Instructions which involve a foreign bank or other party will only be effected on days when such banks or parties are open for business.

6.6. The Bank is authorised to act on all Instructions issued by or on behalf of the Customer to the Bank which the Bank believes in good faith to be duly issued by the Customer or purporting to give such Instruction. If any Instructions are unclear, if the Bank receives conflicting Instructions, or believes those Instructions may have been given fraudulently, or if the Bank is unable to implement the Instructions for any other reason, the Bank may choose to act upon them or any part of them until the ambiguity, conflict or other issue has been resolved to the Bank’s satisfaction. Furthermore, the Bank may, in its absolute discretion and without giving rise to any liability on its part, refuse to act on or delay acting on any Instruction in order to comply with applicable law and/or regulation, without giving rise to any liability to the Bank.

6.7. The Customer acknowledges that the Bank may implement whatever security and other operational procedures it deems appropriate and/or necessary from time to time to verify the validity of any Instruction.
6.8. In the event that the Customer makes a request to the Bank to modify or cancel any Instruction, the Bank shall take all reasonable steps to comply with such a request. However, the Bank shall not be liable for any failure to modify or cancel any Instruction if the Bank receives such a request at a time, or under circumstances that render it unreasonable or unlawful or operationally impossible for the Bank to comply with that request.

Telephone, facsimile and e-mail Instructions

6.9. The Customer may in the Account Opening Form or by separate written request in a form specified by the Bank request and/or authorize the Bank to accept Instructions by telephone, facsimile (fax) or e-mail or in any manner acceptable to the Bank (each a “Communication”). The Bank will not act on any Communication and shall confirm by a telephone call with the Customer the authenticity of the request/instructions received.

6.10. The Customer acknowledges and agrees that:

6.10.1. Issuing Instructions via fax or email entails a considerable element of danger and risk (e.g. mutilation, falsification of message, misdirected message due to switching errors, monitoring of messages by third parties, etc.) and has properly considered and accepted such risks;

6.10.2. Messages transmitted to the Bank via fax or email are not processed by the Bank with any special priority;

6.10.3. The Bank shall be entitled to give effect to a Communication by such steps as the Bank shall in good faith consider appropriate, and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of such Communication;

6.10.4. Any and all Instructions sent to the Bank via fax or email shall not be deemed to have been received by the Bank unless and until the Customer receives an express acknowledgement of such receipt/action and not merely an automatic receipt return such as an out of office auto reply;

6.10.5. Any email received by the Bank shall be deemed to have been:

- Written by the person whose email address appears as the sender’s address in that email, regardless of whether the email was actually written and/or sent by that person; and
- Received by the Bank with its contents unchanged.

6.10.6. Any loss, risk of delay, misunderstanding or damage including loss of profit and other consequential loss resulting directly or indirectly from the use of fax or email to transmit Instructions to the Bank shall be borne by the Customer, except where such damage arises by reason of the Bank’s fraud, willful default or gross negligence.

6.10.7. Any and all Instructions sent to the Bank via fax or email shall not be deemed to have been received, acted upon or transmitted unless and until the Customer receives an express acknowledgement of such receipt/action and not merely an automatic receipt return such as an out of office auto reply.

6.10.8. Any email received by the Bank shall be deemed to have been:

- Written by the person whose email address appears as the sender’s address in that email, regardless of whether the email was actually written and/or sent by that person; and
- Received by the Bank with its contents unchanged.

6.10.9. Telephone, facsimile and e-mail Instructions are intended for the Customer’s convenience but are not the only means of communication available to the Customer. The Customer may also communicate with the Bank through other means such as telephone, internet, post, etc.

6.10.10. The Customer acknowledges and agrees that:

6.10.10.1. Issuing Instructions via fax or email entails a considerable element of danger and risk (e.g. mutilation, falsification of message, misdirected message due to switching errors, monitoring of messages by third parties, etc.) and has properly considered and accepted such risks;

6.10.10.2. Messages transmitted to the Bank via fax or email are not processed by the Bank with any special priority;

6.10.10.3. The Bank shall be entitled to give effect to a Communication by such steps as the Bank shall in good faith consider appropriate, and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of such Communication;

6.10.10.4. Any and all Instructions sent to the Bank via fax or email shall not be deemed to have been received by the Bank unless and until the Customer receives an express acknowledgement of such receipt/action and not merely an automatic receipt return such as an out of office auto reply;

6.10.10.5. Any email received by the Bank shall be deemed to have been:

- Written by the person whose email address appears as the sender’s address in that email, regardless of whether the email was actually written and/or sent by that person; and
- Received by the Bank with its contents unchanged.

6.10.10.6. Any loss, risk of delay, misunderstanding or damage including loss of profit and other consequential loss resulting directly or indirectly from the use of fax or email to transmit Instructions to the Bank shall be borne by the Customer, except where such damage arises by reason of the Bank’s fraud, willful default or gross negligence.
7. Deposits may be made at any of the Bank's branches in the United Arab Emirates. Persons transacting certain Instructions at the Bank's branch on behalf of a Customer may be required to produce evidence of identity and authority in a format satisfactory to the Bank.

7.2. Deposits may be placed with the Bank by such mode or manner as the Bank may prescribe from time to time. All deposits are subject to verification by the Bank.

7.3. The Bank is entitled, at its sole discretion, to refuse to accept any cheque, cash or other Instrument in any currency for deposit.

7.4. Deposit slips used for cash deposits made at the Bank's branches are not valid receipts unless machine validated by the Bank. The Bank reserves the right to alter any items incorrectly stated on the deposit slip (whether machine validated or otherwise).

7.5. The Bank may (but is not obliged to) give immediate credit for cheques (including marked cheques), drafts and all other instruments deposited into the Account provided always that such deposits shall not be available for withdrawal until the proceeds have been received by the Bank, and cash deposited may not be drawn on until the following Business Day. The Bank reserves the right to debit such credited amount from the Account if the cheques, drafts and such other instruments are dishonored, or to revise the amount credited into the Account in the event that the payment received by the Bank on such cheques, drafts and such other instruments is less than the amount credited into the Account.

7.6. In accepting Instruments for collection, the Bank acts as the Customer's collecting agent and the Bank assumes no responsibility for any non-payment or losses to the Customer resulting from any inability on the Bank's part to collect, whether resulting from any payment restrictions or any laws or regulations of any countries (in which the cheques are cleared/collected, or any strikes, or any default, neglect or insolvency of any correspondent or paying bank or financial institution or any agent or sub-agent, or any cause(s) beyond the Bank's control, or otherwise. Dishonored cheques may be returned by post to the Customer at the Customer's risk and expense. Proceeds of any such Instruments will not be available to the Customer until cleared funds are received by the Bank.

7.7. The Bank reserves the right to debit any credited amount from the Account even after the Bank receives payment, if the correspondent paying bank, financial institution or any agent and sub-agent should at any time claim refund or repayment of such amount on any ground(s) (whether or not disputed), including without limitation the ground that the cheque, draft, money order, telegraphic transfer or other payment Instruction or instrument was void, invalid or fraudulently issued.
7.15 The Bank shall have the right without notice to freeze or suspend operation of the Account and to refuse any and all deposits, credits and withdrawals if the Customer is in breach of any of these Terms and Conditions; or (ii) if any Instructions given to the Bank are ambiguous, conflicting, unclear or not acceptable to the Bank; (ii) if the Bank suspects any transaction in relation to the Account may be illegal; or (iii) if the Bank requires any further Instructions, information or documentation, in form and content satisfactory to the Bank; or (iv) if required by the relevant governmental, regulatory or supervisory body.

7.10 If the Bank receives an electronic payment for a Customer in UAE Dirhams on a Business Day, the Bank will apply the monies to a Customer’s Account and make them available to the Customer immediately upon receipt. If the Bank receives a payment for a Customer Account on a non-Business Day, the Bank will apply the monies to a Customer’s Account and make them available on the next Business Day. For payments received in other currencies, the monies are made available to the Customer after the payment has been converted into UAE Dirhams. How long this takes depends on when the Bank receives the payment and the foreign exchange market for that currency.

7.11 If (i) the Bank has exceptionally or erroneously credited the Account; or (ii) the Customer has withdrawn funds from the Account, but only if such Instructions are recalled or uncleared, creating a debit balance in the Account immediately. If the Bank receives any further Instructions, information or documentation, in form and content satisfactory to the Bank, the Account shall be frozen or suspended.

8.17 A Customer Account shall not be responsible or liable for any act or omission of other banks or third parties in any transaction and, in particular, shall not be liable for any delays or losses, charges or expenses, which may occur or be incurred in relation to such transaction. The Customer also acknowledges that he may not receive the full value of the cheque or electronic fund transfer as a result of any applicable fees, charges or other restrictions.

8.7 To maintain the Account to a balanced state, the Customer agrees to be charged interest on the full value of the cheque or electronic fund transfer at a rate and calculated on a basis as the Bank may select. If the Bank receives an electronic payment for a Customer Account on any day of a calendar month as the Bank may select.

next generation banking
WITHDRAWALS FROM AN ACCOUNT

8.1. Withdrawals from each type of Account may be made in any mode or manner as may be determined by the Bank. Any particular mode or manner of withdrawal may be changed or terminated by the Bank at any time, upon notice to the Customer. Cheques drawn on the Bank shall be on the forms approved by the Bank and registered for each Account. The Bank may in its absolute discretion refuse to honor drawings made on other forms or forms not registered for that Account.

8.2. Withdrawals from each Account may be made only upon receipt by the Bank of withdrawal Instructions satisfactory to it, and the Customer shall be liable for all such Instructions irrespective of whether the relevant Account is in credit or otherwise, provided that in the absence of any express agreement to the contrary the Bank is not bound to honor any withdrawal Instruction if there are insufficient funds in the Account.

8.3. Any action taken by the Bank on the basis of any Instruction, including:

8.3.1. a cheque or other financial instrument or a withdrawal or appropriate form bearing signature(s) which on the face of it appear to be similar to that of the Customer or an Authorised Person, and/or

8.3.2. other form of authorization of the Customer which on the face of it appears to conform to the authorization registered with the Bank, shall be effective and valid and binding on the Customer, and shall completely discharge and absolve the Bank from any liability to the Customer and/or any other parties, notwithstanding that the signature(s), or authorization(s) or Instruction(s) may have been forged or obtained fraudulently or without authority.

8.4. In the event that the Bank receives Instructions for several payments or other transactions which, in aggregate, would exceed the amount of the credit balance in an Account or any authorised limit in respect thereof it shall be entitled at its absolute discretion to select which transaction or transactions shall be executed, without reference to the date of dispatch or time of receipt of the Instructions.

8.5. Monies in the Account may be payable at the Bank’s branch in UAE where the Account is maintained or such other branch in UAE as the Bank may in its absolute discretion permit.

8.6. The Bank shall not be liable for paying on counterfeit, mutilated, altered and/or forged cheques whether due to the use of erasable ink, pens or typewriters or any other equipment with built-in erasure features or otherwise or by the use of cheque writers or franking machines or where the counterfeit, alterations and/or forgery cannot be easily detected or otherwise where the Customer has acted or omitted to act in a manner so as to have facilitated such alteration or forgery or use of such counterfeit or mutilated cheques.

8.7. Withdrawals from each type of Account may be made only at the Bank's discretion, and the Customer shall be responsible for all such Instructions irrespective of whether the relevant Account is in credit or otherwise, provided that in the absence of any express agreement to the contrary the Bank is not bound to honor any withdrawal Instruction if there are insufficient funds in the Account.

8.8. Any action taken by the Bank on the basis of any Instruction, including:

8.8.1. a cheque or other financial instrument or a withdrawal or appropriate form bearing signature(s) which on the face of it appear to be similar to that of the Customer or an Authorised Person, and/or

8.8.2. other form of authorization of the Customer which on the face of it appears to conform to the authorization registered with the Bank, shall be effective and valid and binding on the Customer, and shall completely discharge and absolve the Bank from any liability to the Customer and/or any other parties, notwithstanding that the signature(s), or authorization(s) or Instruction(s) may have been forged or obtained fraudulently or without authority.

8.9. In the event that the Bank receives Instructions for several payments or other transactions which, in aggregate, would exceed the amount of the credit balance in an Account or any authorized limit in respect thereof it shall be entitled at its absolute discretion to select which transaction or transactions shall be executed, without reference to the date of dispatch or time of receipt of the Instructions.

8.10. Monies in the Account may be payable at the Bank’s branch in UAE where the Account is maintained or such other branch in UAE as the Bank may in its absolute discretion permit.

8.11. The Bank shall not be liable for paying on counterfeit, mutilated, altered and/or forged cheques whether due to the use of erasable ink, pens or typewriters or any other equipment with built-in erasure features or otherwise or by the use of cheque writers or franking machines or where the counterfeit, alterations and/or forgery cannot be easily detected or otherwise where the Customer has acted or omitted to act in a manner so as to have facilitated such alteration or forgery or use of such counterfeit or mutilated cheques.
8.7. All payment orders and exchange operations undertaken by the Bank on behalf of the Customer shall be at the sole risk and expense of the Customer. Neither the Bank nor any of its agents shall be liable for any error, omission, mutilation, interruption or delay occurring in their transmission or otherwise howsoever caused, save in the case of fraud or willful negligence.

8.8. Unless the Bank is satisfied, at its sole discretion, that a particular transaction or transactions do not involve, or arise from or be connected with, any activity which it regards, or is generally regarded as, “money laundering”, then the Bank has the right to refuse to enter into that transaction. In the event of the Bank receiving any transfer or monies in circumstances where the Bank is so satisfied, it may take all such steps as it reasonably considers necessary, including without limitation placing the monies concerned into a reserve Account and/or notifying the UAE Central Bank or other competent authorities, pending further investigation.

8.9. The Bank may be compelled by law to make payments to a third party (e.g. UAE Central Bank, or the Court) or take other action in relation to a Customer’s Account (e.g. freezing funds). Where possible, the Bank will advise the Customer when this happens.
9.

**CHEQUES**

9.1. The Bank may at its sole discretion issue the customer a cheque book which may be made available for collection by the customer or his representative at the branch at which the account was opened or may either be sent by courier/mail at the customer's liability and risk and without any liability on the bank, to the address specified in the account application form.

9.2. If a Customer writes cheques on an Account which has no or insufficient funds to cover them when presented, then in accordance with applicable UAE Central Bank regulation those current account holders whom at least four cheques get returned unpaid for insufficient funds, with a maximum time span between the first and the forth cheque of one year, their current accounts must be closed, remaining cheques collected and the name reported to the UAE Central Bank's Risk Bureau along with the amounts of each returned cheque.

9.3. By agreeing to these Terms and Conditions, the Customer hereby confirms its understanding of Article 401 of the UAE Federal Law No. 3 of 1987 as amended and the penalties contained therein, and the Customer further undertakes not to issue cheques from an Account with no or insufficient funds.

9.4. The Bank shall not be obliged in any way to honor any cheques drawn by a Customer if in so doing The Customer's Account would become overdrawn. The Bank may debit a Customer's Account with its applicable charge for each cheque that is returned, or for overdrawing an Account at the Bank's discretion in order to enable it to honor the cheque on an exceptional basis.

9.5. Further information about the security of cheque books and writing cheques is contained in the inside front cover of the cheque books. Such information forms part of and is supplemental to these Terms and Conditions.

9.6. Subject to the Bank's discretion, the Bank may issue a cheque book to the customer to enable him to operate his current account. The customer may request the bank to issue him a customized cheque book the specification of which shall be determined by the customer provided that the customer pays the cost of issuing such customized cheque book. The bank reserves the right to refuse to comply with any drawing instruction from current account unless such withdrawals instruction is made by cheque. The cheque book issued may be sent by mail/courier to the customer or made available for collection by the customer or his representative from the branch at which the account was opened. If the customer opts to have the Bank send him the cheque book by mail/courier, he shall be liable for any loss resulting from any failure or delay in the delivery of the cheque book to him.

The Bank may at its sole discretion issue the customer a cheque book which may be made available for collection by the customer or his representative at the branch at which the account was opened or may either be sent by courier/mail at the customer's liability and risk and without any liability on the bank, to the address specified in the account application form.

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Funds Transfer Instructions

10.1. The Bank may from time to time stipulate a minimum amount and/or maximum amount for funds transfer Instructions. The Customer is advised to check with the Bank for the applicable limits and charges applied to such transfers before giving any such Instructions.

10.2. By issuing a funds transfer Instruction, the Customer consents to the Bank disclosing any information in relation to the funds transfer to the relevant correspondent and/or intermediary bank (if applicable). Instructions to make these types of payment must include all of the following details:

- the correct details for the recipient’s bank, including the bank’s BIC, and/or national bank code;
- the recipient’s bank account number (or IBAN if paying to a bank in the UAE, GCC, European Economic Area);
- the name and address of the recipient; any recipient reference a Customer may specify;
- the Customer’s Account name, number and address/date and place of incorporation, which is a legal requirement and these details will be passed to the recipient’s bank; and
- such other information as deemed appropriate by the Bank.

10.3. Funds transfers between Accounts held with the Bank will be available to draw on the same Business Day if the Instructions were received within the Bank’s stipulated cut off times, otherwise on the next Business Day.

10.4. The Bank may be compelled by law to make payments to a third party (e.g. UAE Central Bank) or take other action in relation to a Customer’s Account (e.g. freezing funds) without prior notice to the Customer.

10.5. Acceptance of any funds transfer Instruction shall always be at the Bank’s sole discretion, and the Bank shall not be obliged to provide any reasons for rejecting any such Instruction.
11. STANDING INSTRUCTIONS

11.1. Payments from a Customer’s Account can be made to a nominated recipient in UAE immediately or on a future date by standing order. Funds may also be transferred from the Customer’s Account immediately or on a future date to another Account held at the Bank by means of internal transfer. These types of payments are authorised by the Bank when in receipt of valid Instructions to make them from a Customer’s Account.

11.2. The Bank will only effect payment where a Customer has a sufficient credit balance in cleared funds on the payment due dates. It is a Customer’s sole responsibility to ensure funds are available in the Account to allow the Bank to act on a standing payment instruction. The Bank will cancel any standing payment instruction on a Customer’s Account if insufficient funds are available on an Account on two or more due dates.

11.3. Where a Customer provides Instructions to the Bank to make a standing order payment, the Customer must include the following payment details:

- details of the recipient’s name
- details of the recipient’s account number (IBAN)
- details of the payment amount, duration, frequency and start date for the payments
- details of any reference provided for the recipient.

12. UAE CENTRAL BANK DIRECT DEBIT SCHEME

12.1. Customers are able to effect payments to third party creditors as and when they fall due through an automated payment process based on debit authority issued by the Customer. Such payments will be subject to the rules and regulations set by the UAE Central Bank, and otherwise agreed between the Customer and the Bank from time to time.
JOINT ACCOUNTS

13.1 Instructions in respect of a Joint Account and the appointment of an Authorised Person may be issued by one or more of the Joint Customers as specified in the Account Opening Form (including transfers in favour of the signatory thereof) or other mandate acceptable to the Bank. The Bank shall be authorised to accept for deposit or credit to the Joint Account any Instrument, transfer or payment order in the name of or presented by one or more of the Joint Customers.

13.2 Any debit balance arising in the Joint Account for any reason (and any other liability that may be incurred) will be the joint and several liability of all the Joint Customers. Any such liability will not be discharged or otherwise affected by the death or incapacity of any one or more of the Joint Customers.

13.3 The Joint Customers expressly agree and consent that the Bank has and shall have the right, in its discretion and without notice to any of the Joint Customers, to assert a lien on the Joint Account and apply and set-off all or any part thereof in settling any (actual, contingent, matured or unmatured) sums that may be owing to the Bank from any one or more of the Joint Customers.

13.4 In the absence of any contrary Instruction to the Bank (as may be agreed in writing from time to time), the liability of any one of the joint account holders shall be joint and several with each of the other joint account holders, and the provisions of these Terms and Conditions shall be construed accordingly.

13.5 The liability of any one of the joint account holders to the Bank shall not be discharged or affected in any way (a) due to the invalidity (or unenforceability for whatever reason) as regards any of these Terms and Conditions against such person, or (b) by the Bank’s release, discharge, or the making any other agreement with, any of the other joint account holders.

13.6 If any Account, Security or asset is held jointly by Customers, on death or loss of legal capacity of any of the joint owners, the surviving joint owners shall be obliged to advise the Bank promptly of the death or loss of legal capacity of that other joint holder as soon as possible.

13.7 The Bank is obliged by applicable banking regulation to suspend any further withdrawals from the asset(s) held in joint names on receipt of notification of the death or loss of capacity of any joint owner of such.

13.8 The Bank is obliged by applicable banking regulation to continue the suspension of an Account until it has been provided with proof of death or loss of capacity of a successor, executor, legal guardian or other representative pursuant to the laws of the United Arab Emirates and as may be applicable. Documents originating from outside UAE will need to be fully legalized before the Bank can consider such as proof of authority.

13.9 The Bank is obliged by applicable banking regulation to continue the suspension of an Account until it has been provided with proof of death or loss of capacity of a successor, executor, legal guardian or other representative pursuant to the laws of the United Arab Emirates and as may be applicable. Documents originating from outside UAE will need to be fully legalized before the Bank can consider such as proof of authority.
14. MINOR'S ACCOUNTS

14.1. Accounts maintained in the name of and for the sole benefit of a minor shall be operated by a Guardian Operator until the minor attains the age of 18 years. If such Accounts are opened by the mother, withdrawals will be restricted until such time as the Guardian Operator provides a written authority for the mother to operate the Account. All the monies standing to the credit of any such Account shall be held for the benefit of the minor and shall not form part of the assets of the mother or the Guardian Operator. The Guardian Operator shall promptly inform the Bank upon the minor reaching the age of 18 years.

15. ELECTRONIC BANKING SERVICES AND ELECTRONIC PAYMENT INSTRUCTIONS

15.1. The terms and conditions set out in this clause are applicable to those transactions effected through use of the Electronic Banking Services.

15.2. The Bank may, with reasonable justification, withdraw, at any time, all rights and privileges pertaining to any Electronic Banking Service.

15.3. The Bank is authorised but not obliged to act on any Instructions given by telephone which the Bank believes in its sole discretion emanate from the Customer or Authorised Person, and which are accompanied by the use of, if applicable, any TPIN. The Bank shall not be liable for acting in good faith on such telephone Instructions even where they are given by unauthorised individuals and the Bank shall be under no duty to verify the identity of any person giving telephone Instructions purportedly on behalf of the Customer.

15.4. Any TPIN and/or One Time Password issued from time to time shall be issued entirely at the Customer's risk, and the Bank shall bear no liability whatsoever for any loss or damage arising from the issue to the Customer of the Electronic Banking Services and respective TPINs (if any). One Time Passwords, Passwords or Security Question Passwords however caused unless the cause is the result of the gross negligence or wilful default of the Bank.
15.5. The Bank’s record of transactions processed by the use of Electronic Banking Services shall be conclusive and binding for all purposes and acceptable as documentary evidence and the Customer agrees not to object to the admission of the Bank’s records referred to as documentary evidence in any legal proceedings on the grounds that such records are not originals, are not in writing or are records generated or otherwise produced by a computer system.

15.6. The Bank shall debit the Customer’s Account with the amount of any withdrawal or transfer effected by use of the Electronic Banking Services. The Bank will permit Instructions effected through Electronic Banking Services for transfers and third party payments up to a daily limit as determined from time to time by the Bank at its discretion. Transactions which are effected in currencies other than the domestic currency of issuance will be debited to the Customer’s Account after conversion into the domestic currency of issuance at the prevailing exchange rate as determined by the Bank in its sole discretion on the date of conversion.

15.7. The Customer shall not be entitled to overdraw the Account (where no overdraft has been agreed by the Bank) and shall not exceed any overdraft limit where one has been agreed by the Bank by use of the Electronic Banking Services.

15.8. The Customer shall be under a duty to co-operate fully with the Bank in the event of any investigation or litigation relating to use of the Electronic Banking Services.

15.9. Electronic Banking Services shall be available in relation to any Account where more than a single signatory is required but only in respect of notifications of credit and debit transactions in relation to the account and the Statements of Account where applicable.

15.10. Any conversations relating to the telephone banking service provided through personal banking representatives may be recorded and retained by the Bank. By registering or using the telephone banking service the Customer is deemed to consent to the recording of the conversations.

15.11. The Bank does not warrant that the information made available through the Electronic Banking Services is accurate, complete or up to date at the time that it is accessed through the Electronic Banking Services.

15.12. Where the Customer or any Authorised Person has not accessed or issued Instructions in relation to the Account via the Electronic Banking Services for a period in excess of twelve months, the Bank may cancel and withdraw the Electronic Banking Services for transfers and third party payments up to a daily limit as determined from time to time by the Bank at its discretion.

15.13. The Customer shall, and shall procure that each Authorised Person shall, comply with these Terms and Conditions when using the Electronic Banking Services.

15.14. The Customer shall, and shall procure that each Authorised Person shall, keep the User ID, Password and Security Question Password secure and secret at all times and take all reasonable steps to prevent unauthorised access to or use of each or any of them. The Customer shall notify the Bank immediately, by telephoning the Bank’s Contact Centre, of any suspected or actual breach of the provisions of this clause.

15.9. Electronic Banking Services shall be available through the Electronic Banking Services. The Customer shall be under a duty to co-operate fully with the Bank in the event of any investigation or litigation relating to use of the Electronic Banking Services.

15.10. Any conversations relating to the telephone banking service provided through personal banking representatives may be recorded and retained by the Bank. By registering or using the telephone banking service the Customer is deemed to consent to the recording of the conversations.

15.11. The Bank does not warrant that the information made available through the Electronic Banking Services is accurate, complete or up to date at the time that it is accessed through the Electronic Banking Services.

15.12. Where the Customer or any Authorised Person has not accessed or issued Instructions in relation to the Account via the Electronic Banking Services for a period in excess of twelve months, the Bank may cancel and withdraw the Electronic Banking Services for transfers and third party payments up to a daily limit as determined from time to time by the Bank at its discretion.

15.13. The Customer shall, and shall procure that each Authorised Person shall, comply with these Terms and Conditions when using the Electronic Banking Services.

15.14. The Customer shall, and shall procure that each Authorised Person shall, keep the User ID, Password and Security Question Password secure and secret at all times and take all reasonable steps to prevent unauthorised access to or use of each or any of them. The Customer shall notify the Bank immediately, by telephoning the Bank’s Contact Centre, of any suspected or actual breach of the provisions of this clause.
15.15. The Customer shall notify the Bank immediately, by telephoning the Bank’s Contact Centre, of any actual or suspected unauthorised access to or unauthorised Instructions issued in relation to the Account using the Electronic Banking Services.

15.16. The Bank may deliver notices to the Customer including notices of variations and amendments to the terms and conditions relating to the Electronic Banking Services via the Electronic Banking Services or by any other reasonable means.

15.17. Any notice (including a notice of any variations and amendments to the terms and conditions relating to the Electronic Banking Services) that is delivered via the Electronic Banking Services will be deemed to have been received by the Customer when it is first made available by the Bank on the Electronic Banking Services.

15.18. Any access to the Electronic Banking Services by the Customer or Authorised Person on or after the date of such notice was delivered via the Electronic Banking Services shall constitute acknowledgement and acceptance of such notice including, where applicable, acknowledgement and acceptance of any variations and amendments to the terms and conditions relating to the Electronic Banking Services without reservation by the Customer.

15.19. The Customer acknowledges that the Electronic Banking Services may not be used in connection with the delivery of the following documents to the Bank:

- documents relating to family and personal status;
- documents that create interest in land;
- documents that are required by law to be authenticated by the Notary Public; or
- negotiable commercial instruments,
and where such documents are required to be delivered in accordance with the applicable law or regulation.

Electronic Payment Instructions

15.20. In relation to Instructions issued via the Electronic Banking Services, where such Instruction appears to have been issued by the Customer or an Authorised Person using the appropriate User ID, access and security inputs to access the Electronic Banking Services the Customer or such Authorised Person agrees that the Bank may treat that Instruction as having been issued by the Customer or such Authorised Person.

15.21. The Customer acknowledges and assumes all risks and uncertainties associated with communication of Instructions by such methods and waives, releases and discharges the Bank from any and all claims or rights that the Customer has or may have against the Bank in relation to or arising out of such Instructions.

15.22. The Bank shall not be required to obtain confirmation or make any enquiries as to the genuineness of the Instructions (or any part thereof). The Bank may, however, in its sole discretion decline to act upon such Instructions and, in the case of Instructions issued via the Electronic Banking Services, shall decline to act upon such Instructions which the Bank reasonably suspects or knows were issued via unauthorised access to the Electronic Banking Services. The Bank may, in relation to any Instructions, request verification of such Instructions by means of a confirming telephone call to, or other form of communication with, the Customer or any Authorised Person.
15.23. Once an Instruction is deemed to have been received by the Bank, the Customer agrees that it may not cancel or terminate such Instruction. The Customer further acknowledges that in relation to the Electronic Banking Services, the Customer is permitted to make changes to the details of any Instructions prior to the Customer submitting the Instruction and that once submitted the Bank may assume that the Customer has verified and amended (as necessary) such Instructions.

15.24. If the Customer gives an Electronic Payment Instruction to the Bank, the Bank shall not be liable for any failure to make or delay in such payment or for any loss or damage which the Customer may incur as a result thereof.

15.25. In the event the Bank provides an Electronic Payment Instruction Facility to the Customer (whether by Electronic Banking Services or otherwise), in addition to any specific terms which may be separately notified, the following shall be applicable:

15.26. The Bank may at any time at its discretion, suspend, cancel, or vary any such facility including suspending or withdrawing all or any that is part of the Electronic Banking Services to undertake maintenance or updates to the Electronic Banking Services or where it otherwise considers it necessary or advisable to do so.

15.27. The Customer acknowledges that the Bank will act as an intermediary to transfer funds from the Account and (i) shall not be responsible for; (ii) shall not make a party to; and (iii) hereby agrees to indemnify and hold the Bank harmless from, any dispute or inquiry regarding the correctness of the payment or service.

15.28. The Customer expressly acknowledges that payment on such Instructions through the Bank will take at least three (3) Business Days. The Bank will not be responsible for any suspension or disconnection or failure to perform or provide in relation to such services, whether due to insufficient or delayed payment or otherwise.

15.29. The Customer shall at all times remain liable for any transactions made by use of the Electronic Banking Services and shall indemnify the Bank against all loss, damage and expense (including without limitation all legal costs) howsoever caused which the Bank may sustain or incur arising directly or indirectly out of or in connection with any misuse/unauthorised use or purported misuse or unauthorised use whatsoever of the Electronic Banking Services and/or any TPIN, One Time Password, Password or Security Question Password.

15.30. The Bank shall use reasonable endeavours to give notice of any suspension, cancellation or withdrawal of the Electronic Payment Instruction Facility as mentioned above, but failure to give such notice shall not impose any liability on the Bank for any loss or damage arising in the event of the unavailability of the Electronic Payment Instruction Facility.
FOREIGN EXCHANGE CONVERSION

16.1. The reference exchange rate used in foreign currency conversion is the Bank’s prevailing rate on a Business Day. The reference exchange rate is available upon request from the Customer’s branch or Relationship Manager.

16.2. The Bank may change exchange rates immediately and without telling the Customer in advance if there has been a change in the reference exchange rate or if the change will benefit the Customer.

BANK SERVICES

17.1. The operating hours during which any Account(s) and/or Service may be available is subject to change without prior notice. The Bank shall use reasonable endeavors to ensure that such Account(s) and/or Service will be available during the times specified by the Bank, provided that nothing herein shall be considered or be deemed as a warranty by the Bank that such Account(s) and/or Service will be available (whether uninterrupted or available at all) during such specified times.

17.2. The Bank may without notice and without giving any reason or incurring any liability, limit, cancel or suspend the operation or use of any Account(s) and/or Service in whole or in part for any reason whatsoever (including without limitation force majeure, industrial action, power failure, computer breakdown), or if the Bank’s Customer records, Accounts or Services are not available or access to such records, Accounts or Services is hindered. The Bank may, but shall not be obliged to, give notice of such limitation, cancellation or suspension to the Customer.

17.3. The Bank may from time to time without prior notice set or vary the frequency or manner of use of any Account(s) and/or Service including without limitation the transaction types, withdrawal or transaction limits, services, features, products, facilities available through or under the Account(s) and/or Service.

17.4. The Bank may use the services of any bank or agent in any location it deems advisable in connection with any collection for or other banking business of the Customer. Such bank or agent is deemed to be the agent of the Customer and the Bank shall not, in any circumstances, be responsible or liable to the Customer by reason of any act or omission of any such bank or agent, or by reason of the loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of such bank or agent. All charges incurred by the Bank will be for the benefit of the Customer’s Account.
18. BANK’S RIGHT OF LIEN AND SET-OFF

18.1. All monies, credit balances, deposits and other valuable property of any nature, which are held by the Bank in the name of the Customer, in any of its branches, or which may come into the possession of the Bank (or as aforesaid), shall be so held as security for the payment by the Customer of any amount due to the Bank together with all interest and other charges arising under the Account or otherwise. The Bank shall have the first right to set-off or block such security against the Customer’s indebtedness of whatever nature. The Customer waives the right to interpose any counter-claim or set-off of any nature or description in any litigation between the Bank and the Customer. For this purpose, the Bank is authorised to purchase with the monies standing to the credit of any such Account such other currencies as may be necessary to effect such application.

18.2. The Bank shall have and may, at any time in its sole discretion and without notice to the Customer, assert a lien over any money, shares, Securities (and other securities, investments, shares or units in any notes, bonds, mutual funds not available through the Bank), documents or other assets and property of whatever nature in the Account or in any account with the Bank within or outside UAE and set off against any such property, indebtedness (including interest, fees and charges), however incurred and whether actual or contingent, of the Customer to the Bank (or if the Account is a Joint Account, any such indebtedness of any one or more of the Joint Customers to the Bank) and whether in the same currency as the Account or not. All costs incurred by the Bank in respect of the exercise of the said right of lien shall be for the account of the Customer or Joint Customers, as the case may be, and payable on demand.
19. AUTHORISED AND UNAUTHORISED BORROWING

19.1. Where the Bank agrees to lend the Customer money, it is the Customer’s decision as to whether to proceed or not. The Bank recommends that independent advice is sought from an accountant, lawyer, valuer and/or other professional adviser before providing security.

19.2. A Customer may arrange borrowing with the Bank on either an authorised or unauthorised basis as further detailed below.

19.3. A Customer may discuss authorised borrowing with the Bank which may be either by overdraft on a Transactional Account, a separate loan or another method which may be suitable for the purpose. Where this is required, the Bank will discuss the formal borrowing requirements with the Customer and agree the basis on which authorised borrowing will be permitted. In certain cases, the Bank may require security from the Customer.

19.4. The Bank will advise the Customer of the information that it will require before the Bank can agree any authorised borrowing.

19.5. Where the Bank rejects an application for authorised borrowing (whether in the form of an overdraft or a request for a loan), the Bank is not obliged to provide the Customer with exact reasons for the Bank’s decision, but the Bank will endeavor to explain the circumstances leading to its decision.

19.6. Where the Bank accepts an application for authorised borrowing whether in the form of an overdraft or a request for a loan, the Bank will confirm the terms of its agreement with the Customer in writing and the provision of the overdraft or loan by the Bank will be subject to the current Service and Price Guide.

Unauthorised Borrowing

19.7. It is in the Customer’s interests to contact the Bank to discuss any borrowing requirements. The Customer will ensure that no Account becomes overdrawn or, if the Bank has agreed an overdraft limit, becomes overdrawn in excess of that limit.

19.8. The Bank will consider the following circumstances an informal request from the Customer either for an overdraft or an increase to an existing formally arranged overdraft:

- where the Customer seeks to make a payment or withdrawal from an Account(s) which would cause an Account to become overdrawn and there is no formal overdraft limit in place; or
- the payment or withdrawal would cause an Account(s) to exceed a formal overdraft limit.
These informal requests will be treated by the Bank as a request for an unauthorised overdraft. It is at the Bank’s discretion whether to accept and pay it. Where the Bank makes payment from an Account and allows an unauthorised overdraft, this will not mean that a Customer’s formal overdraft limit, if one has been agreed, has changed, nor that the Bank is bound to make any other payment which would have a similar effect.

19.9. The Customer is responsible for ensuring that they have available funds in an Account to cover any payments. Where the Bank determines at its sole discretion that it does not agree to a Customer’s request for unauthorised borrowing, or to an increase in a Customer’s formal overdraft limit, the payment will not be made. Where the Bank agrees to make any payment requested under clause 19.7 above, the Customer agrees to immediately pay into the Account enough money to bring the Account into credit or within any formal overdraft limit.

19.10. The Bank may at any time amend any formal overdraft limit on a Customer’s Account, subject to these conditions and to giving notice. Where a Customer has an overdraft in relation to an Account, it is always repayable on demand.

19.11. The Bank will charge overdraft interest at the following rates:

- for an agreed overdraft following a formal Customer request, at the rate agreed with the Customer;
- for an overdraft agreed by the Bank following an informal request, where a Customer has no existing overdraft limit, at the unauthorised current Service and Price Guide; and
- for an increase to an existing overdraft agreed with the Bank following an informal request from the Customer, at the unauthorised borrowing rate specified in the current Service and Price Guide.

19.12. Where the Bank charges interest at the unauthorised overdraft interest rate specified in the current Service and Price Guide, the Bank will continue to charge this rate until:

- the Bank has written notice from the Customer agreeing to an authorised borrowing arrangement;
- the Customer’s Account has a cleared credit balance; or
- the Bank agrees to do otherwise.

9.19. يكون العميل مسؤولًا عن ضمان توفر المعاملات البنكيّة للحساب البنكي للحصول على أي سحب. وفي حال قرر البنك وفي حال قرر البنك مع خبيره المالي عدم الموافقة على طلب السحب على المكشوف غير المصرح به أو زيادة حد السحب الرسمي للسحب على المكشوف، فإن يتم تطبيق خبرة البنك، ومنذ النفي بحال وفقاً للبنك على السحب غير المصرح به المعروف في البنك 9-7 أعلاه، يجب أن يوافق العميل على إيداع مبلغ كافٍ في الحساب بحيث يصبح الحساب داخلاً أو ضمن الحد الرسمي للسحب على المكشوف.

10.19. يجوز لنفس السحب على المكشوف من حساب العميل في أي وقت مع مراعاة هذه الشروط ورغم إجراء التحويل. في حال عدم التأكد من حساب العميل بسبب أي مبلغ على المكشوف من الحساب، يكون ذلك المبلغ متاحاً عند الطلب.

11.19. يحسب البنك فائدة السحب على المكشوف وفق الأسعار التالية:

- بالنسبة للسحب على المكشوف الذي يتم الاتفاق عليه بناءً على طلب رسمي من العميل، يكون السعر وفقاً لما هو متفق عليه مع العميل.
- بالنسبة للسحب على المكشوف التي يوافق على البنك بناءً على طلب غير رسمي، حيث لا يوجد قيود مالية على المكشوف، يكون السعر بناءً على المكشوف غير المصرح به المحدد في دليل الخدمات والأسعار.
- بالنسبة لإيقاف الدفع الحالي للسحب على المكشوف السابق عليه بناءً على طلب غير رسمي من العميل، يكون السعر وفقاً لما هو مبين في دليل الخدمات والأسعار.

12.19. عندما يتم تحسين البنوك المالية لتحويل demande في حساب العميل، ويتم العمل في البنوك في الهيكل المالي، فإن البنوك ستتم مراجعة بناءً على:

- اقتراض مصرف أو غيره.
- وجود رصيد قابل للصرف في حساب العميل.
- موافقة البنك على الطلب بناءً على.
20. STATEMENTS AND ACCOUNT INFORMATION

20.1. The Bank’s books, records and accounts shall be conclusive and binding. Any certificate, printout or formal Statement of Account issued by the Bank shall be final and conclusive evidence of its correctness.

20.2. The Bank’s record of transactions processed by the use of facsimile Instructions shall be conclusive and binding for all purposes and acceptable as documentary evidence and the Customer agrees not to object to the admission of the Bank’s records referred as documentary evidence in any legal proceedings on the grounds that such records are not originals, are not in writing or are records generated or otherwise produced by a computer system.

20.3. The Bank will aim to send Statements of Account or confirmation advices to the Customer at monthly intervals or such other intervals and by such methods as the Bank may from time to time determine. If there has been no activity in relation to the Account for any period, no Statement of Account will be sent for that period.

20.4. In the case of non-receipt of a Statement of Account, the Customer shall notify the Bank of such non-receipt within 30 days of the end of the period to which the Statement of Account relates.

20.5. The Customer shall be deemed to have received the Statement of Account and have irrevocably consented to the correctness of the entries and balance shown therein and the Customer waives any right to challenge the transactions, entries, charges or other debits or credits to the Account unless in the case of discrepancies in any entry or the balance shown in the Statement of Account, the Customer has notified the Bank within 30 days of the date of the Statement of Account and such notification has been agreed and accepted by the Bank.

20.6. No claim whatsoever in respect of the incorrectness of any entry in the Statement of Account shall be valid after this 30 day period. The Bank shall not be held liable for any losses due to postal errors, theft or any other claim which may arise from this service to the Customer.

20.7. The Customer is under a duty to sign and return any confirmation slips, including those required for auditing purposes.

20.8. The Bank reserves the right to make adjustments to the Account at any time to correct any errors or omissions. Any Statement of Account so rectified shall be binding on the Customer.

20.9. The Customer agrees to accept all records of the Bank as conclusive and binding for all purposes save in the case of obvious errors.

الشروط والأحكام الخاصة الحساب الشخصي

20. تكون دفاتر البنك وسجلاته نهائية وملزمة. وتكون أي شهادة أو مطبوعة أو كشف حساب رسمي بصور من البنك نهائية وبشكل خالياً داساماً على صحته.

1. يعتبر سجل البنك المعاملات التي تم موالاتها بواسطة استخدام الأغراض والنشرات موثوقة. يقبل البنك كل شهادات وإعلانات تم إصدارها على أثرية لحل حساب، أي دليل بحثي في الحساب والتعديل في الحساب عقب عام أو الأشياء الأخرى من عمليات الحساب والإعداد التي تمت على الحساب إلا في حال وجود تثبيت في أي عيب أو مين في كشف الحساب، وقبول المبلغ الخاضع للبنك في ما يثبت قراراته في الحساب وموافقة ذلك على ذلك الإجراء.

2. لا يقدم البنك أي مطالبة بخصوص عدم صحة أي في كشف الحساب بعد فتح القنطرة المحددة بالسنين (30) يوماً. ولا يتحمل البنك أي سياسة أو عدادات عن أخطاء بريدية أو سرقة أو أي مطالبة أخرى قد تنشأ عن هذه النسخة المقدمة للمستخدم.

3. يتوجب على المستخدم تزويد وإعادة إرسال أية قسمات تأكيد بما فيها تلك المطلوبة للإعفاء من التعليقات.

4. يحتفظ البنك بحق في إجراء تسوية على الحساب في أي وقت للتصويت أو دفع. وتصدق أي كشف حساب يتم تحديده على هذا النحو ملزمًا للمستخدم.

5. يوافق العمل على اعتبار جميع سجلات البنك نهائية ومملحة ككافة الأعراض إلا في حالات الأخطاء الواضحة.
21.

E-STATEMENTS

21.1. The Bank may provide E-Statements to the Customer in an electronic form through email and/or any Electronic Banking Service upon the Customer’s successful enrolment for the E-Statement Services. The Bank has the sole and absolute discretion to reject the Customer’s enrolment without having to disclose its reason for doing so.

21.2. The Customer shall provide/confirm its latest e-mail address in the Account Opening Form ("E-mail Address"), and promptly notify the Bank of any changes in writing by completing the requisite Service Request and Information Update Form or by calling our Contact Centre or using the relevant Electronic Banking Services.

21.3. Upon the Customer’s successful enrolment for the E-Statement Service, an e-mail will be sent to the E-mail Address monthly or on such periodical basis as the case may be (hereinafter in this section referred to as the "Relevant Period") commencing from the next statement date for the Account(s) (unless the E-Statement Service is terminated and/or cancelled accordingly) either (i) attaching (in portable document format - known as "pdf") the electronic form Statement of Account for the Relevant Period (hereinafter in this section referred to as the "Attachment Method") or (ii) informing the Customer that the electronic form Statement of Account for the Relevant Period is available for viewing and printing (hereinafter in this section referred to as the "Notification Method"). Whether the electronic form Statement of Account is delivered by the Attachment Method or the Notification Method shall be at the sole discretion of the Bank.

21.4. The Customer is solely responsible for:

21.4.1 installing the appropriate computer software (including Acrobat Reader and/or others) which is required to view the electronic form Statement of Account;

21.4.2 setting up, maintaining and regularly reviewing the arrangements concerning access to the E-mail Address and any online banking services required in connection with the E-Statement Service;

21.4.3 viewing and examining the electronic form Statement of Account in a prompt and timely manner. In any event, the entries and balances shown in the electronic form Statement of Account will be considered correct unless the Customer notifies the Bank of any discrepancies within the time period stipulated in the electronic form Statement of Account regardless of when the Customer receives and/or reviews the electronic form Statement of Account.
21.4.5 where the electronic form Statement of Account is delivered by the Notification Method it shall be available for viewing and printing for a period of ninety (90) days (or for such period as decided by the Bank at its sole and absolute discretion) only from the date of the applicable Statement of Account for the Relevant Period; and

21.4.6 the availability of the electronic form Statement of Account via the E-Statement Services shall be deemed to be the date of delivery of the relevant Notification Method e-mail or Attachment Method e-mail, wherein the electronic form Statement of Account will be deemed to have been sent to and received by the Customer.

21.5. The availability of the E-Statement Service shall be at the sole and absolute discretion of the Bank. The Bank shall have the discretion from time to time and upon giving notice to the Customer to modify, restrict, withdraw, cancel, suspend or discontinue the E-Statement Service and/or any part(s) thereof without giving any reason.

21.6. Other than information related to the Account(s), all contents available on the E-Statement Service (including its arrangement) is the property of the Bank or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. The Customer’s use of the E-Statement Service does not grant the Customer a licence or right to use any of the Bank’s trademarks without the express written approval of the Bank. In addition, the Customer’s use of the E-Statement Service does not grant the Customer a licence or right to use any third party trademark without the express written approval of the third party possessing the rights therein.

21.7. Neither the Bank nor any third parties represent or warrant that the Customer will have continuous and/or uninterrupted access to the E-Statement Service and/or any part(s) thereof and/or that any functions of the same will be error-free. The E-Statement Service is provided “as is” and “as available” and the Bank and its service providers make no representation or warranty relating to the E-Statement Service including, without limitation, its performance, availability, content or functions. In no way will the Bank or its officers, directors, employees, shareholders, parent company, subsidiaries, affiliates, agents, licensors or third party service providers be liable for any consequential, direct, indirect, incidental, special or punitive damages, losses, expenses whatsoever under any legal theory including but not limited to the terms and conditions herein, use of the E-Statement Service, or inability to use the E-Statement Service or, delay in e-mailing or otherwise posting or non-posting of the electronic form Statement of Account to the Customer in the case of the Attachment Method or to the E-Statement Service (in the case of the Notification Method) even if the Bank has been advised of the possibility of such damages.
21.8. The Bank reserves the right to levy a fee/charge on the Customer for the provision of the E-Statement Service upon giving notice to the Customer and the Customer shall be bound immediately upon such notice. The amount of the fee/charge shall be determined by the Bank at its sole and absolute discretion. Unless the Customer cancels the E-Statement Service, the Bank is entitled (without being obliged to) to debit the fee/charge to any of the Customer’s Account(s) with the Bank singularly or jointly with others wherever situate without prior notice to the Customer.

21.9. A fee/charge on the Customer for certifying any of the Statement of Account for whatsoever purposes. The amount of the fee/charge shall be determined by the Bank at its sole and absolute discretion. The Bank is entitled (without being obliged to) to debit the fee/charge to any of the Customer’s Account(s) with the Bank singularly or jointly with others wherever situate without prior notice to the Customer.

21.10. Cancellation of the E-Statement Service may be effected by either the Bank or the Customer. The Bank may at its absolute discretion without assigning reason therefore terminate the Customer’s E-Statement Service by giving prior notice to the Customer. Upon cancellation, the Bank shall on the next relevant statement date generate and send the paper based Statement of Account to the Customer’s last known or recorded mailing address or in such manner as the Bank may elect.
22. FEES, CHARGES AND INTEREST RATES

22.1. The Customer will immediately on demand pay the Bank’s charges, expenses, commissions and/or fees for the Services provided in relation to an Account. The Bank may amend, at any time by giving due notice to the Customer, its charges, expenses, commissions and/or fees.

22.2. All bank charges, commission, administrative charges, interest and fees of any nature (including without limitation any postage, telecommunication, cheque-related charges), that may be levied by the Bank, any banks, financial institutions, non-financial institutions, agents or contracts in connection with any transaction or Instruction on the Account, performance of any obligation or provision of any Service, shall be borne by the Customer.

22.3. Any payment by the Customer under these Terms and Conditions shall be made free and clear of and without any deduction or withholding in respect of any tax or levy. If the Customer is required by any applicable law to effect such deductions or withholdings, then the amount due and payable to the Bank shall be increased by such amount as shall result in the Bank receiving an amount equal to the amount the Bank should have received in the absence of such deduction or withholding.

22.4. The Customer shall pay to the Bank all payments due in the currency in which they are due to such Accounts as the Bank shall notify the Customer.

22.5. The Bank shall not be liable to the Customer for any Loss caused by or arising from any inaccuracy or incompleteness in any information obtained from the use of any facility or service comprising the Services howsoever occurring and any breach of any of the Bank’s obligations or duties to the Customer caused by or arising from inaccuracy or incompleteness of information.
NOTICE ACCOUNTS

23.1. The Bank may offer from time to time special savings accounts in certain major currencies which earn interest and which a Customer may have the benefit of higher interest rates in return to agreeing to give prior notice to the Bank before making any withdrawal of funds. The Bank refers to monies paid into Notice Accounts as “Deposits”.

23.2. Where the Bank provides a Notice Account in a Foreign Currency, these accounts are also offered subject to minimum balance requirements, and charges may be levied by the Bank where a Customer’s balance falls below the minimum balance requirement. For information as to the charges applied to Accounts by the Bank, please refer to the Service and Price Guide.

23.3. The Bank only accepts cleared funds as Deposits and will accept a Customer’s Instructions to establish a Notice Account given in writing by completing the Bank’s Account Opening Form at our branches. Customers having access to Electronic Banking Services shall be able to transfer money electronically between certain Accounts (including between Transactional and Notice Accounts).

23.4. When a Customer requires withdrawal of funds from a Notice Account, the Bank will repay the funds to any bank account the Customer nominates.

23.5. Where a Customer owes money on any other Account held with the Bank at the time when repayment is due or the Customer instructs the Bank to make a withdrawal from the Notice Account, the Bank may use that money and any interest to repay or reduce the money it is owed. The Bank may also retain such money if a Customer has a contingent liability, which is owed to us, e.g. as a guarantor.

23.6. To close a Notice Account, the Customer must inform the Bank in writing. Where the Bank wants to close a Customer’s Notice Account, it will give the Customer at least 30 days’ written notice unless there are circumstances which justify closing the Notice Account on earlier notice.

23.7. There are no restrictions on the amount of any additional deposit or withdrawal, but the Bank may ask a Customer to close a Notice Account where the Customer makes a withdrawal and this reduces the balance to below the Bank’s minimum balance requirements, or the Bank may impose a fee.

23.8. The Customer is required to give the Bank notice for all withdrawals from a Notice Account. Withdrawals can only be made after the expiration of the required notice period otherwise the withdrawal may be subject to an early withdrawal fee as specified in the current Service and Price Guide.
23.9. The Bank calculates interest daily on the cleared balance of a Notice Account and adds interest to a Customer’s Notice Account at a frequency determined by the Bank from time to time.

23.10. Where a Customer requests, the Bank may agree to transfer any accrued interest to another Account held by the Customer with the Bank in the same name(s) as the Notice Account.

23.11. The Bank may at its discretion vary the interest rate payable on Notice Accounts at any time.

24. TERM DEPOSITS

24.1. The Bank may offer from time to time special savings accounts in certain major currencies which earn fixed rates of interest over a fixed term, and pursuant to which a Customer may have the benefit of higher interest rates in return to agreeing to refrain from making any withdrawals prior to the end of the fixed term.

24.2. A Customer must have a Transactional Account with the Bank for the duration of any Term Deposit Account.

24.3. Term Deposit Accounts are subject to minimum balance requirements. Details of the minimum balance requirements can be obtained by calling the Bank, by visiting one of the Bank's branches or by viewing the Website.

24.4. Term Deposit Accounts can be opened in either the local currency or in certain Foreign Currencies.

24.5. The Bank will only accept cleared funds as Deposits.

24.6. The Bank will only accept Instructions given in writing to:

24.6.1. transfer money between a Customer’s Transactional Account with the Bank and a Term Deposit Account; or

24.6.2. renewal Term Deposit;

24.6.3. Inform the Bank of how to deal with the Deposit at its maturity.

24.7. The Bank may at its sole and absolute discretion choose to accept a Customer’s Instructions by any other means deemed acceptable to it in certain limited circumstances.

24.8. Where a Customer dies or is made bankrupt, a Customer’s Term Deposit Account will be automatically renewed until the Deposit is claimed by the Customer’s heirs, the Court, or other persons having appropriate authority to claim it.
24.9. The Bank will repay a Customer’s Deposit to the Account from which the Term Deposit Account was originally funded, or, where requested, any other Account held by the Customer with the Bank.

24.10. Where a Customer owes money on any other Account held with the Bank at the time repayment is due or when a Customer wants to make a withdrawal from any Term Deposit Account, the Bank may use that money together with any interest earned to repay or reduce the money owed to the Bank. The Bank may also retain such money if a Customer has a contingent liability, which is owed to the Bank, e.g. as a guarantor.

24.11. The interest rate applicable for fixed Term Deposit Accounts is fixed for the term of the Deposit and calculated daily. The Bank will send an acknowledgement of receipt of a Deposit in relation to each Term Deposit made.

24.12. The Bank will pay the Customer interest on the Term Deposit Accounts at the frequency agreed to at the time of Account opening. Any interest payable on a Term Deposit Account may be added to another Account held by the Customer.

24.13. When the Term Deposit matures, the Bank will deal with the Deposit in the manner indicated on the Term Deposit Account Opening Form unless provided with written Instructions directing otherwise.

24.14. In the absence of any other Instructions, the Bank will renew a Customer’s Deposit for the same term at the prevailing interest rate when it matures.

24.15. A Customer should not make Term Deposits if they require access to funds before the end of the term of the Deposit. No additional Deposits can be added to a Term Deposit Account, but multiple Term Deposit Accounts may be opened. No partial withdrawals of capital are allowed during the term of a Term Deposit Account. A Customer must retain the amount of any Term Deposit Account with the Bank until its specified maturity. Premature withdrawal of a Term Deposit Account shall render the Deposit subject to repayment without interest and a fixed premature withdrawal charge.
25. The Customer, upon taking receipt of a Card, shall be deemed to have accepted and agreed to be bound by these Terms and Conditions.

25.2. The Cardholder acknowledges and accepts that the issuance and usage of a Card constitutes a borrowing relationship with the Bank, and the Cardholder agrees to repay the Outstanding Balance subject to these Terms and Conditions.

25.3. The Card is issued at the discretion of the Bank and will at all times remain the property of the Bank. The Customer shall surrender the Card in the event of the Customer’s bankruptcy, administration, liquidation, incapacity, or upon closure of the Account (or Card Account), or upon demand at any time by the Bank.

25.4. The Bank retains the sole right to determine the Credit Limit of the Card Account in any manner it may see fit and posted, will bring the Outstanding Balance below the Card's Credit Limit.

25.5. The Customer shall keep the PIN confidential at all times. Any use of the PIN shall be deemed to have been made by the Customer. In the event of loss or theft of the Card or of an unauthorised acquisition or use of the Card or Card number or disclosure of the PIN, the Cardholder must immediately notify the Bank’s Contact Centre. The Customer shall be responsible for all Card Transactions effected by use of the Card, Card number or PIN until the Bank has received notice of loss, theft or disclosure of the Card, Card number or PIN. The Cardholder must give the Bank all information in the Cardholder’s possession to assist the Bank in the recovery of the missing Card. If the Cardholder recovers a Card previously reported as lost or stolen, the Card must not be used, but cut in half and returned to the Bank.

25.6. The Customer shall remain liable for any Card Transactions made by the use of the Card or Card number and shall indemnify the Bank for all loss and damage howsoever caused by any unauthorised use of the Card, Card number or PIN and which losses and damages have occurred prior to the Bank receiving notice from the Customer of any loss, theft or disclosure of the Card, Card number or PIN.

25.7. The total sum utilised on the Card Account, inclusive of interest and all other fees and charges must not exceed the Credit Limit. If the Credit Limit is exceeded, the Cardholder must immediately arrange to credit his Card Account with an amount which, once received and posted, will bring the Outstanding Balance below the Card’s Credit Limit.
25.9. The Bank’s records of all Card Transactions shall be conclusive and binding on the Customer. The amount stated on any ATM screen or printed receipt or slip shall not be conclusive.

25.10. The use of the Card shall be at the sole risk of the Customer. The Bank shall not accept any liability if the Card is not honoured or accepted by any merchant or card service provider, or if there is any mechanical defect in, or malfunction of, or insufficiency of funds, in any ATM or POS.

25.11. The availability of ATM and merchant services requested in a country other than that in which the Card is issued is governed by the local laws and regulations of that country from time to time in force which shall prevail over these Terms and Conditions. The Bank will not accept liability if such overseas services are withdrawn without notice thereof.

25.12. Cash withdrawals performed using a debit Card will be subject to a cash withdrawal and/or foreign exchange fee as may be announced from time to time by the Bank in its Service and Price Guide, as well as be subject to fees payable locally. The Bank shall endeavor to ensure that the Customer is made aware of when fees shall be applicable, but the Customer recognizes that such may be outside of the Bank’s control to ensure, and therefore accepts to bear such fees regardless and without contest.

25.13. Any cash withdrawal performed using a credit Card will be subject to a cash withdrawal and/or foreign exchange fee as may be announced from time to time by the Bank in its Service and Price Guide, as well as be subject to fees payable locally. The Bank shall endeavor to ensure that the Customer is made aware of when fees shall be applicable, but the Customer recognizes that such may be outside of the Bank’s control to ensure, and therefore accepts to bear such fees regardless and without contest.

25.14. The Bank shall debit the Account (or the Card Account, as applicable) with the amount incurred under any Card Transaction.

25.15. The Customer undertakes:

25.15.1 never to use or attempt to use the Card unless there are sufficient funds in the Account, or credit limit in place, to cover the amount of the proposed Card Transaction;

25.15.2 to restrict use of the Card exclusively to the Customer; and

25.15.3 never to use (or attempt to use) the Card after notification of its cancellation or withdrawal, or after the Card’s stated expiry date.

25.16. The Bank shall accept no liability for any loss or damage to the Cardholder arising from, or as a result of, any circumstance which prevents the Cardholder from completing a Card Transaction.
25.17. The Customer acknowledges that the Card and other services referred to herein are provided by the Bank at the Customer’s request. The Customer acknowledges and agrees, and assumes to indemnify the Bank against all loss, damage and expense (including without limitation all legal costs) howsoever caused which the Bank may sustain or incur arising directly out of or in relation to any misuse/unauthorised use or purported misuse of the Card, Card number, ATM, PIN and/or any other Card service.

25.18. The Bank shall have the right, without prior or further reference to the Customer, to examine and review the credit standing of the Customer at any time the Bank deems fit. The Customer confirms that the Bank is duly authorised to disclose any information it may collect about the Customer, including, without limitation, the address, salary, professional, financial or any other information, to any other party requiring such information pursuant to the credit examination and/or review of the Customer.

25.19. The Bank may terminate, cancel, suspend and/or reject reissuance, renewal or replacement of the Card or the Card Services at any time without notice to the Cardholder.

25.20. The Bank, may at any time and in its sole discretion, require the Cardholder to deposit Security in favour of the Bank for an amount to be determined by the Bank. The Bank shall retain the Security until the outstanding balance has been settled.

25.21. In the event that the Card Services are terminated, whether by the Cardholder or the Bank, the Bank shall retain any Security it obtained from the Customer for a period not less than forty five (45) days from the date of termination of the Card, and notwithstanding the fact that the outstanding balance has been settled.

25.22. The Cardholder is required to maintain an Account with the Bank for the entire duration that the Card Services are provided to the Cardholder and until such time that the Card Account has been fully settled.

25.23. Upon issuance of the Card, the Cardholder shall become liable to pay the annual membership fee (as specified from time to time in the Service and Price Guide) on an annual basis, and such fee shall be automatically debited to the Customer’s Card Account.

25.24. If the card is not collected/received by the cardholder within 4 weeks (of any period determined by the Bank from time to time) from the date of issuance of the card (or any period determined by the bank from time to time) the card shall be cancelled and the cardholder will bear the issuance charges. If a replacement card is issued afterwards, a card replacement fee shall be levied as per the bank’s prevailing schedule of service and charges.

25.25. Where a Card is replaced for whatever reason at the request of the Customer prior to the expiry date stated on the existing Card, the Cardholder shall be liable to pay the Card Replacement Fee (as specified in the Service and Price Guide from time to time).

25.17. يقر العميل بأن الطاقة وكافة الخدمات المدرجة في هذه الوثيقة مقدمة له من البنك بطلاً من العميل، كما يقر العميل وبوعي على تجنب إجراء الأعمال والتفاوض (بما في ذلك الأجراءات الأخرى على سبيل المثال لا الحصر) مهما كان سببها أو طريقة أو نوع تبيين مبادرة أو غيرها من مبادرة تخضع لشروط التفاوض الأخلاقي أو المعني بمعالجة الأعراب المثل الأخرى في الخدمة المكرسة لهذا العميل.

25.18. يحق للبنك، دون أي جرozy مسبق أو إضافي إلى العميل، خاص من الخدمة الإضافية لمدى مدة العميل وإلغاء أي من الخدمة المكرسة لهذا العميل، إذا وجد البنك أن تجنب الأعمال والتفاوض على سبيل المثال لا الحصر عن العميل ولا يمكنهم الجمع إعفاء العميل وzial من وضع الخدمة مماثلة أو مؤهلة وشهدة النتائج غير ذلك لأي طرف آخر بإعطاء المنتج للمعلومات خرق خصوصية الطاقة للعميل.


25.20. يجوز للبنك في أي وقت من الأوقات وفقاً ل̀التقدير المقرّر أن يحق للبنك فحص البطاقة أو خدمات البطاقة أو خدمات البطاقة أو خدمات البطاقة أو خدمات البطاقة إذا وجد البنك أن تجنب الأعمال والتفاوض على سبيل المثال لا الحصر عن العميل ولا يمكنهم الجمع إعفاء العميل وzial من وضع الخدمة مماثلة أو مؤهلة وشهدة النتائج غير ذلك لأي طرف آخر بإعطاء المنتج للمعلومات خرق خصوصية الطاقة للعميل.

25.21. لا يجوز للشريك المكّنّ من العميل في أي وقت من الأوقات hvis قد حصل عليه من العميل ولا يمكنهم الجمع إعفاء العميل وزال من وضع خاص من الخدمة الإضافية، وفي حالة إعداد خاص من الخدمة الإضافية.

25.22. يجوز للمستفيد أن يتم في حال إعداد خاص من الخدمة الإضافية من قبل الفرد، إذا وجد البنك أن تجنب الأعمال والتفاوض على سبيل المثال لا الحصر عن العميل ولا يمكنهم الجمع إعفاء العميل وزال من وضع خاص من الخدمة الإضافية، وفي حالة إعداد خاص من الخدمة الإضافية من قبل الفرد.

25.23. يجوز للمستفيد أن يتم في حال إعداد خاص من الخدمة الإضافية من قبل الفرد، إذا وجد البنك أن تجنب الأعمال والتفاوض على سبيل المثال لا الحصر عن العميل ولا يمكنهم الجمع إعفاء العميل وزال من وضع خاص من الخدمة الإضافية، وفي حالة إعداد خاص من الخدمة الإضافية من قبل الفرد.

25.24. يجوز للمستفيد أن يتم في حال إعداد خاص من الخدمة الإضافية من قبل الفرد، إذا وجد البنك أن تجنب الأعمال والتفاوض على سبيل المثال لا الحصر عن العميل ولا يمكنهم الجمع إعفاء العميل وزال من وضع خاص من الخدمة الإضافية، وفي حالة إعداد خاص من الخدمة الإضافية من قبل الفرد.

25.25. يجوز للمستفيد أن يتم في حال إعداد خاص من الخدمة الإضافية من قبل الفرد، إذا وجد البنك أن تجنب الأعمال والتفاوض على سبيل المثال لا الحصر عن العميل ولا يمكنهم الجمع إعفاء العميل وزال من وضع خاص من الخدمة الإضافية، وفي حالة إعداد خاص من الخدمة الإضافية من قبل الفرد.
25.25. The Bank may directly set off any liability arising on the Customer's Card Account from any monies held in any account of the Customer, including any cash security it may have to hold at any time.

25.26. The Cardholder is obliged to pay for "Payment Protection Insurance" at the rate specified in the Service and Price Guide from time to time. For details on the cover provided by this insurance, please refer to our website.

25.27. The Bank may change as it may see fit the Card’s functionality, and/or the Card’s design following any renewal or replacement.

25.28. The Cardholder may collect the Card in person at a designated branch of the Bank as advised by the Bank, or request the Bank to send the Card by post or courier at the Cardholder's risk (at the Cardholder's risk) to any address mentioned on the Card Application, or to any other address subsequently provided by the Cardholder. Upon receiving the Card, the Cardholder undertakes to sign the Card immediately in the designated area on the reverse side using a ball point pen in dark ink.

25.29. The Card is non-transferable and may only be used by the Customer whose name is embossed on the Card. Neither the Card, nor the Card Account, may be used to provide security or collateral to any debt arrangement at any time.

25.30. The Cardholder may exercise due care in respect of the Card; ensure that the Card is not altered or tampered with in any shape or form; ensure that the Card is not used by anyone other than the Cardholder; and take reasonable precautions to ensure that the Card is not lost, stolen, misused, misplaced or is at any other risk of abuse. The Cardholder shall be liable for any damage, harm, losses, costs, charges, interest or any other consequence arising from a breach of this undertaking.

25.31. The amount of any Cash Advance available against any Card shall be a proportion of the Card Account's Credit Limit as determined by the Bank from time to time.

25.32. The Cardholder undertakes to exercise due care in respect of the Card; ensure that the Card is not altered or tampered with in any shape or form; ensure that the Card is not used by anyone other than the Cardholder; and take reasonable precautions to ensure that the Card is not lost, stolen, misused, misplaced or is at any other risk of abuse. The Cardholder shall be liable for any damage, harm, losses, costs, charges, interest or any other consequence arising from a breach of this undertaking.

25.33. The Cardholder is obliged to pay for "Payment Protection Insurance" at the rate specified in the Service and Price Guide from time to time. For details on the cover provided by this insurance, please refer to our website.

25.34. The Card is non-transferable and may only be used by the Customer whose name is embossed on the Card. Neither the Card, nor the Card Account, may be used to provide security or collateral to any debt arrangement at any time.

25.35. The Bank may change as it may see fit the Card’s functionality, and/or the Card’s design following any renewal or replacement.

25.36. The Cardholder undertakes to exercise due care in respect of the Card; ensure that the Card is not altered or tampered with in any shape or form; ensure that the Card is not used by anyone other than the Cardholder; and take reasonable precautions to ensure that the Card is not lost, stolen, misused, misplaced or is at any other risk of abuse. The Cardholder shall be liable for any damage, harm, losses, costs, charges, interest or any other consequence arising from a breach of this undertaking.

25.37. The amount of any Cash Advance available against any Card shall be a proportion of the Card Account’s Credit Limit as determined by the Bank from time to time.

25.38. The Bank may change as it may see fit the Card’s functionality, and/or the Card’s design following any renewal or replacement.

25.39. The Cardholder undertakes to exercise due care in respect of the Card; ensure that the Card is not altered or tampered with in any shape or form; ensure that the Card is not used by anyone other than the Cardholder; and take reasonable precautions to ensure that the Card is not lost, stolen, misused, misplaced or is at any other risk of abuse. The Cardholder shall be liable for any damage, harm, losses, costs, charges, interest or any other consequence arising from a breach of this undertaking.

25.40. The amount of any Cash Advance available against any Card shall be a proportion of the Card Account’s Credit Limit as determined by the Bank from time to time.

25.41. The Bank may change as it may see fit the Card’s functionality, and/or the Card’s design following any renewal or replacement.

25.42. The Cardholder undertakes to exercise due care in respect of the Card; ensure that the Card is not altered or tampered with in any shape or form; ensure that the Card is not used by anyone other than the Cardholder; and take reasonable precautions to ensure that the Card is not lost, stolen, misused, misplaced or is at any other risk of abuse. The Cardholder shall be liable for any damage, harm, losses, costs, charges, interest or any other consequence arising from a breach of this undertaking.

25.43. The amount of any Cash Advance available against any Card shall be a proportion of the Card Account’s Credit Limit as determined by the Bank from time to time.

25.44. The Bank may change as it may see fit the Card’s functionality, and/or the Card’s design following any renewal or replacement.
25.35. The Bank shall not be responsible for any non-
acceptance of the Card for any reason whatsoever by a
merchant, ATM or branch, or unit. Additionally, the
Bank will not be liable for any merchant surcharge.

25.36. The Card must not be used for any unlawful purpose,
including the purchase of goods or services prohibited
by local laws applicable in the Card holder's or Bank's
jurisdiction, or as may be applicable in the jurisdiction
of any place the Card is used by the Customer.

25.37. In the event that there is an Outstanding Balance, the
Bank will issue a monthly Statement Account to the
Cardholder. Any and all payments shall be due by the
date stated in the monthly Statement Account. The
Cardholder shall check the accuracy of the Statement
Account and shall raise any queries in relation
thereto as soon as possible, and in any case within 30
days from the issuance of the Statement of Account
otherwise, all the transactions, fees or financial
charges as indicated will be considered as correct and
no claims will be entertained thereafter.

25.38. All Payments shall be made to the Bank in UAE
Dirhams.

25.39. The minimum monthly payment shall be an amount
equal to 5% of the Outstanding Balance, or 150 UAE
Dirhams, whichever is the greater (or as may be
otherwise stated in the Service and Price Guide from
time to time). The Cardholder may pay an amount
higher than the Minimum Payment shown on the
Statement of Account by making a separate payment.

25.40. Where the Customer has an Account with the Bank, the
Bank may immediately debit the Outstanding Balance or
any part thereof from the Cardholder’s Account, if
the Cardholder exceeds the Credit Limit granted by
the Bank in connection with the Card. The Bank may
debit the Outstanding Balance or any part thereof (in
addition to any subscriptions, renewal fees, losses
and liabilities incurred by the Bank from the use of the
Card) from any of the Cardholder’s Accounts held
at the Bank whenever the Outstanding Balance or
minimum monthly payment is not paid promptly.

25.41. The Outstanding Balance shall become immediately
payable upon:

- the bankruptcy of the Cardholder;
- the death of the Cardholder;
- the demand of the Bank in writing; or
- the breach by the Cardholder of the terms and
conditions of this agreement.

25.42. The Bank may, at its discretion, allow the Cardholder
to take advantage of a Payment Holiday. Such Payment
Holiday must be agreed in advance to prevent fees
accruing. Interest will continue to accrue in the event
of a Payment Holiday being approved.

25.43. With the exception of Cash Advances, where the
Grace Period has lapsed, Interest on any unpaid part
of the Billed Amount shall accrue from the date of
transaction until the Billed Amount has been paid
in full to the Bank. No interest will be payable if the
Cardholder pays the entire Billed Amount by its
Payment Due Date.

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In addition to the Billed Amount, Cash Advances shall be noted on the Statement of Account separately and shall not be subject to the Grace Period. Interest on any Cash Advances shall be charged from when the Cardholder avails such a facility. Where the Bank applies a Promotional Rate on a specified part of the Card Transactions, interest will be charged on such part at a Promotional Rate, subject to the terms and conditions of the Promotional Rate. Where the Principal Cardholder fails to make the Minimum Payment on or before the Payment Due Date, a Late Payment Fee, as specified by the Bank from time to time in the Service and Price Guide, shall be levied on the Card Account. Where the Cardholder exceeds the Credit Limit, Over Limit Fees, as specified by the Bank from time to time in the Service and Price Guide shall be charged. For the replacement and re-issuance of cards, a card replacement or re-issuance fee (as applicable) may be levied in the Service and Price Guide. Where the Card is used for a Cash Advance, a Cash Advance Fee will be applied subject to a minimum fee as per the Service and Price Guide. Where the Card is used for transactions in a currency other than UAE Dirhams a fee of up to 2.5% of the transaction value shall be applied. The amount of any Card Transaction in a currency other than UAE Dirhams will be converted at a rate of exchange determined by Amex/Visa/MasterCard International/ Card Payment provider and/or the Bank. The Cardholder may terminate the Card Account, and cancel the Card, by providing the Bank a notice in writing accompanied by all the Card(s) issued on the Card Account. Until and unless such termination occurs, the Bank will re-issue Cards from time-to-time, at its discretion, for use in accordance with this Agreement and the fees for renewed Cards will be automatically debited to the Card Account. The Bank may, at any time and without notice, cancel or suspend the right to use the Card entirely or in respect of specific facilities or refuse to re-issue a new or replacement Card without in any way affecting the Cardholder’s obligations under this Agreement. The Bank incurs no liability, due to such revocation (or) notifications, to any Card issuer and operator such as MasterCard International, Visa Inc, Amex and/or related organizations and corporations. If the Cardholder wishes to dispute a transaction, the Cardholder should first contact the Bank’s Contact Centre by telephone to validate the transaction. If required, a Cardholder may need to complete a formal dispute form. The Bank shall follow the “chargeback” process governed by the Card issuing company (i.e. Visa/MasterCard). The Cardholder’s Account will only be credited with a refund in respect of a disputed Card Transaction if the Bank receives a refund voucher or other refund verification acceptable to the Bank.
25.54. The Bank may, upon application of the Cardholder, issue Supplementary Card(s). The Principal Cardholder agrees to be liable for all the Card Transactions, charges and fees arising from the use of the Supplementary Card, whether incurred with the Principal Cardholder's direct knowledge or not, as if Card Transactions, charges and fees incurred on the Supplementary Card were incurred on the Principal Cardholder’s Card.

25.55. The Cardholder agrees to be liable for all losses incurred for breach of the terms and conditions contained herein or where the Cardholder has failed to take reasonable care or acted in fraudulent manner.

25.56. The Cardholder shall indemnify the Bank, its officers, agents, employees and affiliates from and against all actions, claims, proceedings, demands, losses, damages, costs, expenses, charges, taxes, penalties and legal costs and any other liabilities whatsoever which may be suffered or sustained for the breach of the terms and conditions governing the use of the Card or any fraudulent or negligent act or omission of the Cardholder.

25.57. The Bank shall not be liable for any direct, indirect or consequential loss or damage suffered by the Cardholder as a result of any malfunction, failure or incorrect operation and use of the Card.

25.58. The Cardholder shall immediately notify the Bank, in writing, of any change of name, address and/or employment details.

25.59. In case a Statement of Account is not received by the Cardholder or made available on line within ten (10) days from its expected issuance, the Cardholder is requested to telephone the Bank’s Contact Centre. Receipt of the Statement of Account is not a pre-condition for making payment by the Payment Due Date.
26. CUSTOMER INFORMATION

26.1. The Customer shall promptly notify the Bank in writing of any change in its circumstances by delivering a duly completed Services Request and Information Update Form to the Bank along with the supporting documentation.

26.2. Upon any change of the Customer’s circumstances for any reason whatsoever (including without limitation death, bankruptcy), the Bank may refrain from acting upon any Instructions issued by the Customer and/or any Authorised Person until it is satisfied that any such Instructions are duly authorised by the Customer or otherwise lawful.

27. Customer’s Representations, Warranties and Undertakings

27.1. The Customer represents, warrants and undertakes that:

27.1.1 The Customer accepts to be legally bound by these Terms and Conditions for as long as the account shall be open;

27.1.2 The Authorised Persons notified to the Bank by the Customer from time to time have the requisite authority to operate the Account in accordance with the latest Customer’s Instructions received by the Bank;

27.1.3 Customer shall, at the request of the Bank, provide the Bank with the Power of Attorneys issued in the name of the Authorized Persons;

27.1.4 No person other than the Customer has any rights to the monies held in any of the Customer’s Accounts (excepting only where expressly agreed otherwise in writing with the Bank); and

27.1.5 All information provided by the Customer to the Bank from time to time is true, accurate and complete; and

27.1.6 The Customer’s up to date contact information, has been notified to the Bank in writing and receipt acknowledged.

27.2. The above representations, warranties and undertakings shall be deemed repeated by the Customer whenever the Account is operated.
28. DATA SHARING

28.1. Without detracting from the Bank’s rights of disclosure under any applicable law and under these Terms and Conditions, the Customer consents to the Bank, its officials, employees, agents or any other persons who by reason of their capacity or office have access to the Bank’s records, correspondence or any material relating to the Customer or the Account, disclosing any and all information whatsoever (including personal data) relating to the Customer and/or the Account for any purpose which the Bank considers appropriate, necessary or desirable (including but not limited to, marketing, promotional and/or cross-selling purposes), or towards compliance with law, regulations, guidelines, directives and/or such other requirements of regulatory authorities:

28.1.1 to any person or organization providing electronic or other services to the Bank whether in UAE or elsewhere, for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;

28.1.2 to any person or organization whether in UAE or elsewhere which is engaged by the Bank for the purpose of performing or in connection with the performance of services or operational functions of the Bank where such services or operational functions have been outsourced;

28.1.3 to the police or any public officer conducting an investigation;

28.1.4 to the Bank’s branches, representative offices, affiliated, related and/or associated companies (including their respective officers, servants agents and/or advisers) wherever situated (each a “Bank Group Member”);

28.1.5 to other banks, financial institutions, rating agency, credit bureau or credit reference agents (only for credit information on the Customer);

28.1.6 (i) to the courts or other judicial bodies in any judicial proceedings (A) concerning the Customer, the Customer’s Accounts or facilities granted to the Customer, or (B) to which the Bank is a party where the Account and/or transaction(s) pertaining to the Account may be a relevant issue, and/or (ii) to any authority, whether governmental, quasi-governmental, fiscal or statutory body or to such person(s), whether in or outside the United Arab Emirates, as the Bank or any other Bank Group Member may deem fit or appropriate (in its sole discretion);

28.1.7 to the Bank’s agents for the purpose of printing personalized cheques, statements, advices, correspondence or any other documents; and

28.1.8 to any business alliance partner, insurance company, insurer or insurance broker or direct or indirect provider of credit protection.

28.1.9 Without detracting from the Bank’s rights of disclosure under any applicable law and under these Terms and Conditions, the Customer consents to the Bank, its officials, employees, agents or any other persons who by reason of their capacity or office have access to the Bank’s records, correspondence or any material relating to the Customer or the Account, disclosing any and all information whatsoever (including personal data) relating to the Customer and/or the Account for any purpose which the Bank considers appropriate, necessary or desirable (including but not limited to, marketing, promotional and/or cross-selling purposes), or towards compliance with law, regulations, guidelines, directives and/or such other requirements of regulatory authorities:

28.1.10 to any person or organization providing electronic or other services to the Bank whether in UAE or elsewhere, for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;

28.1.11 to any person or organization whether in UAE or elsewhere which is engaged by the Bank for the purpose of performing or in connection with the performance of services or operational functions of the Bank where such services or operational functions have been outsourced;

28.1.12 to the police or any public officer conducting an investigation;

28.1.13 to the Bank’s branches, representative offices, affiliated, related and/or associated companies (including their respective officers, servants agents and/or advisers) wherever situated (each a “Bank Group Member”);

28.1.14 to other banks, financial institutions, rating agency, credit bureau or credit reference agents (only for credit information on the Customer);

28.1.15 (i) to the courts or other judicial bodies in any judicial proceedings (A) concerning the Customer, the Customer’s Accounts or facilities granted to the Customer, or (B) to which the Bank is a party where the Account and/or transaction(s) pertaining to the Account may be a relevant issue, and/or (ii) to any authority, whether governmental, quasi-governmental, fiscal or statutory body or to such person(s), whether in or outside the United Arab Emirates, as the Bank or any other Bank Group Member may deem fit or appropriate (in its sole discretion);

28.1.16 to the Bank’s agents for the purpose of printing personalized cheques, statements, advices, correspondence or any other documents; and

28.1.17 to any business alliance partner, insurance company, insurer or insurance broker or direct or indirect provider of credit protection.

DATA SHARING

28.1.1. Without detracting from the Bank’s rights of disclosure under any applicable law and under these Terms and Conditions, the Customer consents to the Bank, its officials, employees, agents or any other persons who by reason of their capacity or office have access to the Bank’s records, correspondence or any material relating to the Customer or the Account, disclosing any and all information whatsoever (including personal data) relating to the Customer and/or the Account for any purpose which the Bank considers appropriate, necessary or desirable (including but not limited to, marketing, promotional and/or cross-selling purposes), or towards compliance with law, regulations, guidelines, directives and/or such other requirements of regulatory authorities:

28.1.2. Without detracting from the Bank’s rights of disclosure under any applicable law and under these Terms and Conditions, the Customer consents to the Bank, its officials, employees, agents or any other persons who by reason of their capacity or office have access to the Bank’s records, correspondence or any material relating to the Customer or the Account, disclosing any and all information whatsoever (including personal data) relating to the Customer and/or the Account for any purpose which the Bank considers appropriate, necessary or desirable (including but not limited to, marketing, promotional and/or cross-selling purposes), or towards compliance with law, regulations, guidelines, directives and/or such other requirements of regulatory authorities:
28.2. Where any banking facility has at any time been granted to or requested by the Customer, or where the Bank accepts or incurs any liability at the request of the Customer, the Customer also consents to the Bank disclosing at any time and without prior notice, information concerning the Customer or the Account to any surety or other person who has undertaken liability or provided security for the Account or the Customer (including any guarantor, mortgagor, chargor or pledgor) and/or any other person to whom the Bank deems necessary to provide such information in the course of the Bank’s preservation and/or enforcement of such security or in the course of the Bank acting on the Customer’s request.

28.3 The customer agrees that the Bank shall have the right to assign and transfer any of its rights and obligations under these Terms and Conditions to any third party without obtaining the customer consent. The Customer has no right to assign of his rights and obligations under these Terms and Conditions without obtaining the Bank’s prior written consent.

28.4 It is known and agreed that the Bank has the right to authorize any lawyers and collection agencies (in or outside the UAE) to follow up the procedures of collecting any due indebtedness from the customer. The customer hereby authorizes the bank to provide such lawyers and agencies with any information or documents pertaining to the customer’s account. The lawyer and the collecting agencies are authorized to take the appropriate action on behalf of the bank while fulfilling their mission including contacting the customers.

28.5 The customer hereby authorizes the Bank to request any information about the customer, his residence, address or the residence address in the UAE, home country or any other country where the customer resides. The customer also agrees to the Bank inquiring about the telephone numbers and mailing address of the customer and request any information relating to the customer whether directly or through any of the bank agents with reference to or prior permission from the customer.

29. TELEPHONE RECORDING

29.1. In order to help the Bank improve the services that it provides and to carry out Instructions as accurately and efficiently as possible, the Bank reserves the right to monitor and/or record telephone calls and other Customer communications with the Bank.

29.2. The Customer acknowledges and accepts that telephone calls by, or to the Bank, may be recorded, and that any such recordings may be used as evidence of Instructions in any dispute situation.
30. CRIME PREVENTION, SANCTIONS AND FRAUD

30.1. The Bank may be subject to sanctions and/or embargos imposed by the UAE Central Bank or the international community including the UK, EU, UN and the USA. The Bank may not accept Instructions and may refuse to make any payment into and out of an Account or take any action pursuant to an Instruction if it would result, or in the Bank’s reasonable opinion is likely to result, in a breach by the Bank or any Bank employees of any sanction or embargo whether or not imposed by the UAE Central Bank, the UK, EU or the USA.

30.2. The Bank will not be liable to the Customer, or to any third party for any loss, damage, cost or expense arising as a result of any such refusal save in the case of fraud, gross negligence or willful misconduct.

30.3. The Bank shall be permitted to disclose to the relevant authorities such information in relation to any Instruction and/or payment as may be required. Where permitted, the Bank will advise the Customer of the reasons for any delay or stop and the likely length of any delay.

30.4. The Bank carries out certain checks on payments in and out of a Customer’s Account as part of the Bank’s fraud prevention measures. The Bank may contact the Customer by telephone (including mobile telephone), email, or mobile SMS messaging to request additional information/clarification on certain transaction, or may leave a message to ask the Customer to call the Bank. Where the Bank asks the Customer to make contact, the Customer must contact the Bank as soon as possible.

30.5. The Bank may take whatever action it considers appropriate to meet any obligations that it is subject to either in UAE or elsewhere in the world, relating to the prevention of fraud, money laundering or terrorist activity and the provision of financial and other services to persons who may be subject to sanctions.
31. **BANKRUPTCY, DEATH, AND INCAPACITY**

31.1. In the event of a Customer’s incapacity, death or bankruptcy, the Bank shall not be liable for any loss which may arise from any (ostensibly legitimate) dealings on any of the Customer’s Accounts unless and until the Bank has received written notice of the incapacity, death or bankruptcy together with satisfactory supporting documentary evidence as determined at the Bank’s sole discretion.

31.2. Upon receipt of such evidence, the Bank shall suspend all dealings on all of the Customer’s Accounts (except for the receipt of any funds to be credited to the Account(s)) until a duly appointed heir, executor, or court appointed officer or representative has been legally empowered to deal with the Customer’s Account(s), following which the Bank will release any residual balance held in the Accounts (after settling all outstanding liabilities of the Customer). Documents evidencing authority issued outside of UAE must be presented to the Bank after being Legalized.

32. **NOTICE**

32.1. Any notice, demand or other formal communication by the Bank to the Customer shall be in writing and given at or sent to the correspondence address of the Customer indicated in the Account Opening Form and/or Service Request and Information Update Form (or such other address as the Customer shall have notified the Bank in writing from time to time) and 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 posting, seven (7) days after the date of posting.

32.2. Any notice, or other informal communication by the Bank to the Customer may be sent via SMS, via email to the Customer’s Email Address, published in the Bank’s Branches, and published on the Website.

32.3. In any correspondence by the Customer with the Bank, the Customer’s Account number must be quoted. The Customer shall advise the Bank in writing and without delay of any change in address and/or any of the Customer’s other details and/or any other documents provided to the Bank.

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**الإفلاس والوفاة وفقدان الأهلية**

31.1. في حال فقاعة العملاء أو لديه أو إفلاسه، فلن يكون البنك مسؤولاً عن أي خسائر قد تنجم عن أي تفاعلات (مجيدة ظاهراً) على أي من حسابات العملاء بما لم يتلق البنك إخطاراً كفاياً بفقدان الأهلية أو الوفاة أو الإفلاس مصحوباً بالدليل المستند الكافي. حسب ما يحدد البنك تدريجياً للمدير المقر.

31.2. بمجرد استلام الدليل المكتوب، يقوم البنك بتعليق كافة التعاملات على حسابات العملاء (باستثناء استلام أي أموال إضافية في الحسابات) حتى تحديد أي وريث شرعي أو تنفيذ وصية أو قطاعي أو مشغل من المحكمة موقوف كلاً بعملية التصرف بحسابات العملاء. ويتوقف البنك على ذلك بالإفراج عن أي رصيد متبقى في الحسابات بعد تسوية كافة مطالبات الحسابات غير المسددة. ولا يقبل البنك أي مستندات تمويض صادرة خارج دولة الإمارات العربية المتحدة إذا كانت مصدقة.

32.1. يتعين على أي إخطار أو طلب أو إشارة رسمية أخبار صادر عن البنك إلى العميل أن يكون كلياً وأن يتم تقديم أو إرساله إلى عنوان المرقصة الذي يبينه العميل في نموذج فتح الحساب أو نموذج طلب الخدمة وتحديث البيانات (أو أي عناوين أخرى يتم إلغار البنك به كلما أو من قبل العملاء من وقت لآخر) ويجب أن يتم إغبار الإخطار على أنه قد تم تقديمه حسب الأصل وفي وجه التسليم في حال تم تسليمه باليد. وبعد سبعة (7) أيام من تاريخ الإرسال في حال تم إرساله بالبريد.

32.2. يجوز توجيه أي إخطارات، أو ملاحظات غير رسمية أخرى صادرة عن البنك إلى عودة البنك الإلكتروني المتصل لدى فرع البنك على الموقع الإلكتروني. ويتعين على أي إخطار أن يذكر رقمه في أي إرسالات جرياً مع البنك. ويتعين على العميل أن يبلغ البنك إذا وجد أي تأثير عن أي تغيير يطرأ على عنوانه أو على أي من بياناته أو على أي مستندات أخرى تم تقديمها للبنك.

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**المطورات**

32.3. يتعين على العملاء أخذ جدوى في أي ملاحظات جريدة مع البنك. ويتعين على العميل أن يبلغ البنك إذا وجد أي تأثير عن أي تغيير يطرأ على عنوانه أو على أي من بياناته أو على أي مستندات أخرى تم تقديمها للبنك.
HOW TO MAKE A COMPLAINT

33.1. The Bank aims to provide an efficient service of the highest quality. Occasionally, however, a Customer may feel that the Bank’s standards of service fall below that which would be expected. In such circumstances, the Bank has a procedure designed to deal with any difficulties quickly and effectively. If a Customer has a complaint about any of the Bank’s products or services, they should first aim to contact their designated Relationship Manager or the Contact Centre.

HOW TO CONTACT US

34.1. A Customer may contact the Bank by any of the following means:

- Visit one of the Bank’s branches;

- Write to the Bank at: Al Khaliji France S.A., Regional Management – Al Maktoum Street, PO Box 4207, Dubai, UAE.

- Call the designated Relationship Manager; or

- Call the Contact Centre on 800 542 5454 if calling from UAE, or if you are calling from overseas, +974 4494 0044
35. ACCOUNT CLOSURE

35.1. Unless otherwise provided herein, the Bank may at any time (at its sole discretion):

35.1.1 close the Account; and/or

35.1.2 terminate, withdraw or revoke any Service, in whole or in part,

By giving 30 days notice, and the Bank shall not accept liability for any loss or damage suffered thereby.

35.2. The Bank may at any time stipulate minimum initial deposits and/or balance requirements to be applicable to certain types of Accounts. In circumstances where minimum balance requirements are not met, the Bank shall be entitled to levy a charge, or close the Account and transfer the balance to another type of Account as it deems appropriate.

35.3. The Bank may discharge its liability to the Customer for any money or credit balance in the closed Account by returning the monies to the Customer in such mode and manner as the Bank deems fit, which includes sending a cheque or draft by ordinary post to the last known address of the Customer in the Bank’s record.

35.4. When all deposits in the Account have been withdrawn, or when a Service charge debit to the Account results in a "nil" or negative balance, the Bank may close the Account without notice to the Customer.

35.5. The Customer’s obligation to pay all fees, costs, charges, expenses and amounts accrued up to the date of closure of the Account or termination or revocation of the Service shall survive the termination of these Terms and Conditions.

35.6. Upon closure of the Account or termination or revocation of the Service, the Customer shall immediately return all property belonging to the Bank (including without limitation unused cheque form(s)) to the Bank.

35.7. If for any reason payments are effected after closure of the Account, all sums so paid shall be a debt due from the Customer to the Bank and repayable forthwith.

35.8. Credit interest will not accrue on any Account unless the Bank specifically agrees, or on any unclaimed balance on a closed or dormant Account.
36. DORMANT ACCOUNTS

36.1. If no withdrawal, deposit, fund transfer or use of electronic banking services is made on a savings account (excluding fixed deposit) or current/cheque account for 12 consecutive months or such other period that we notify to you, we classify the account as dormant.

36.2. If the balance of a dormant account:

36.2.1. Falls below a minimum limit set out in the Service and Price Guide, we may close the account and use any credit balance to pay any fees and charges set out in the Service and Price Guide or as notified by us until the account is closed, unless prohibited by law.

36.3. The Customer may reactivate a dormant Account by either making a deposit or withdrawal, or alternatively visiting any of the Bank’s branches and producing evidence of identity and authority in a format satisfactory to the Bank.

37. LIABILITY OF THE BANK

37.1. In opening and maintaining an Account and providing the Customer with Services, neither the Bank nor any of its associates, officers, directors, employees or agents shall be under any liability as a result of any of the following events:

37.1.1. taking or omitting to take any action in connection with these Terms and Conditions or any other agreement with the Customer; or

37.1.2. the use of any code word or number code to identify a Customer’s Account(s); or

37.1.3. failing to recognize false, forged or altered Instructions or documentation; or

37.1.4. a Customer’s incapacity, save in the case of fraud, willful misconduct or gross negligence on the part of the Bank.

37.2. In no event shall the Bank be liable:

37.2.1. for any diminution in the value of funds in the Account due to, inter alia, taxes, depreciation or fluctuation in exchange rates;
37.2.2 for the unavailability of funds due to a change in laws, rules or regulations, or any acts of a government, central bank, monetary authority or other entity in any country relating to, without limitation, exchange controls, restrictions on convertibility, freezes, moratoria, expropriations, requisitions, changes in a country’s currency for any reason whatsoever (including monetary union amount countries), involuntary transfers or distrains of any kind;

37.2.3 for any partial or non-performance of the Bank’s obligations by reason of force majeure, natural disaster, industrial action, acts of war, acts of terrorism, civil strife, riots, or a state of political or economic chaos in any country; or

37.2.4 any other circumstances beyond the Bank’s control whether in UAE or elsewhere.

37.3. The Customer shall not hold the Bank liable in the event any Communication is delayed, intercepted, lost and/or failed to reach the Customer during delivery, transmission or dispatch, or if the content in such Communications is disclosed to any third party during transit.

37.4. The Bank shall not be liable for any delay, non-receipt, error or omission however caused including breakdown in computer services or postal services, which may occur in the transmission of messages or in any of its communications made by means of electronic payments, telegraphic transfer, post, courier or other means. All communications made by the Bank or Customer shall be at the Customer’s sole risk.
38. CUSTOMER INDEMNITY

38.1. The Bank may debit any Customer’s Account in respect of all expenses, taxes, duties, penalties and customary and usual Bank charges arising on such Account (including, without limitation, all charges in respect of dishonoured cheques and stopped cheques, and interest on any debit balance (whether expressly authorised or not).

38.2. The Customer shall indemnify the Bank against all loss, damage and expense (including without limitation all legal costs) howsoever arising which the Bank may sustain or incur directly or indirectly out of or in connection with any breach or non-compliance by the Customer with these Terms and Conditions.

38.3. The Customer shall indemnify the Bank against all loss, damage and expense (including without limitation all legal costs) howsoever arising which the Bank may sustain or incur in any enforcement action taken by the Bank to preserve its rights under these Terms and Conditions.

38.4. The Customer shall hold harmless and indemnify the Bank, its officers, employees or agents, against any loss, cost, damage, expense or liability which they or any of them may incur as a result of the Bank or any such officer, employee or agent acting upon or delaying or refraining from acting upon any instruction issued by or on behalf of (or which the Bank believes to have been issued by or on behalf of the Customer) save to the extent that the claims, costs, expenses, loss or damages have been caused by the Bank’s own gross negligence or wilful misconduct.

38.5. The Customer is responsible for all costs, expenses and risks whatsoever arising in connection with any Account denominated in a foreign currency including, without limitation, any legal or regulatory restriction, international or domestic, affecting the Bank and the Bank shall not be liable for any loss or delay pursuant thereto.
39. ADDITIONAL SERVICES

39.1. The Bank may provide additional or enhanced Services to the Customer in relation to an Account from time to time and upon request. Where a Customer requires additional or enhanced Services these may be applied for by way of separate application and these Services shall be governed by their own specific service terms and conditions.

39.2. From time to time, the Bank may provide ancillary banking services for the exclusive use of its Premium and Private Banking Customers. Details of these services are available at any time from the Relationship Manager designated to manage the Account of the Customer.

40. GOVERNING LAW AND JURISDICTION

40.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of the United Arab Emirates including all notifications, directives, circulars and regulations of the UAE Central Bank and/or government or any other local authority or body ("Laws"), and shall be deemed to be modified to the extent required for compliance with the Laws.

40.2. The Customer submits to jurisdiction of the Civil and Commercial Courts of the UAE. The Bank shall be entitled to institute proceedings in any one or more jurisdictions in which the Customer is domiciled, and/or possesses assets.

40.3. The courts of UAE shall have sole and exclusive jurisdiction to deal with any claim against the Bank.

41. LANGUAGE

41.1. In the event of any ambiguities, discrepancies or conflict in the interpretation of these Terms and Conditions between the English and Arabic texts, the Arabic text will prevail.
شكراً جزيلاً

Thank You