

General Terms and Conditions of Accounts and Banking Services

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بنك دبي التجاري
Commercial Bank of Dubai



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General Terms and Conditions of Accounts and Banking Services for Commercial Bank of Dubai

In consideration of Commercial Bank of Dubai (hereinafter referred to as "the Bank") which expression shall include their successors and legal assigns agreeing to open an account (as hereinafter defined) to the customer or the performance of any transaction or subscription to any Banking services (as hereinafter defined), the Customer hereby agrees to the following terms and conditions (Terms and Conditions), in addition to any other terms and conditions issued by the Bank in relation to the Account(s) and Banking Services.

These Terms and Conditions shall apply on all the bank accounts of any kind opened or maintained by the customer with the bank and these terms and conditions govern all the transactions conducted through those accounts. The Customer signature on the Bank's Account opening forms and applications, subscription or usage of any Services/product offered by the Bank and conducting of any transaction with the Bank shall constitute an acceptance to these Terms and Conditions as amended from time to time.

Phrasing

Words importing only the singular shall include the plural and vice versa, and where the Account is a joint Account, reference to single customer shall be reference to all customers in the names of whom the account is opened, unless the text indicates otherwise.

The words importing any gender shall include all genders, words importing person shall include a sole proprietor, partnership, firm, company, corporation or other legal person.

These Terms and Conditions and their amendments constitute an integral part of the Account opening documents and relevant Banking Service documentations offered by the Bank to the Customer.

Definitions

In these Terms and Conditions where the context so admits the followings expressions shall have the meanings herein designated unless the context otherwise require:

Account: means any of the following accounts: Current Account, Savings Account, Call Account, Fixed Deposit and any other type of Account or deposit opened with the Bank under any name.

Bank: means CBD and its branches, successors and legal assigns.

Customer: means any natural or legal person who has an Account with the Bank and/or subscribed to utilizing any of the Bank Services.

Banking Service: means any kind of banking service(s) offered by the Bank to the Customers such as and without limitation Branch Banking, Internet Banking, Phone Banking, Mobile Banking, withdrawals, deposits and payments through Automated Teller Machines (ATM) and Cash Deposit Machines, making payments through the internet or any other technology, and/or any other kind of Banking Services provided to the Customer at any time.

Agents: means any person or persons appointed or approved by the Bank to support or offer Banking Services.

Beneficiary: means the authorized recipient of any funds through Banking Services.

Customer's Instructions: means the instructions given by the Customer to the Bank from time to time regarding the Account.

The Bank Electronic Instructions: means the Bank electronic documentation via the Internet, ATMs, Mobile Banking, Phone Banking, operating instructions or reference guidelines issued by the Bank in any written form or in the guide on the Bank website.

Internet: means a collection of information stored in a computer available throughout the world.

Swift: Society for Worldwide Interbank Financial Telecommunications, a computer network which provides interbank communication facilities worldwide.

User Identification: The Customer Identification number or word advised by the Bank to the Customer for the purposes of identification while using the Banking Services.

Business Day: means any official working day on which the Bank is open for business.

TIN: means secret "Telephone Identification Number", which when used by the Customer in conjunction with the Login ID will allow the Subscriber access to the Phone Banking, it may also be the same personal identification numbers of the automated debit card issued by the Bank to the customer.

PIN: means the Personal Identification Number issued to the Cardholder and/or selected by the Cardholder to enable the Card to be used at an ATM, retail outlet accepting the Card, and other self-service terminals.

Value Date: means the date on which the funds pertaining to a Financial Transaction are made available to the beneficiary.

Card: means automated teller machine card (i.e. Visa Electron/ Visa Debit Card) or any other Card issued by the Bank to its Customers to use it for cash withdrawal from Automated Teller Machines (ATM) or purchase of goods and services through the internet, phone, or any other mean where the card is not physically available at the time of the transaction when the bank allows to do so.

Cardholder: means any individual in the name of whom a Card is issued by the Bank to undertake financial transactions through the Account. The Cardholder includes the principle Cardholder and supplementary Cardholder, if any.

BOOK 1- ACCOUNTS GENERAL TERMS AND CONDITIONS

1st. Bank Accounts - General Terms

In addition to the terms and conditions, if any, set forth in the application form completed by the customer, the Customer agrees that the following terms and conditions are applicable to all Accounts types opened with the Bank:

1. The Customer acknowledges that no Account will be opened until all documentation required by the Bank at its sole discretion is received.
2. Specimen Signature. The Customer's specimen signature registered with the Bank shall be considered to be the basis for carrying out transactions by the customer, and shall be valid unless changed or cancelled. Any change or cancellation shall only be valid on the next working day following the day of receipt of the notification of the change or request by the Branch at which the account was maintained.
3. Change of the Name If the customer wishes to change the name for any reason, then a document issued by the appropriate authority shall be produced to the Bank indicating its approval of the change of the name. In such a case, the Bank may either refuse or accept to pay any or all cheques and payment orders as well as all documents issued in the old name without any responsibility on the part of the Bank.
4. 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 absolute responsibility and risk and without any liability on the Bank, to the address specified in the Account application form.
5. The Bank shall be entitled to debit the Customer's Account any cheques, bills of exchange, promissory notes or orders for payment drawn, accepted or made by the authorized signatory and to carry out any instructions relating to the Account notwithstanding that any such debiting or carrying out may cause, such Account to be overdrawn or any overdraft to be increased, but always without prejudice to the Bank's right to refuse to allow any overdraft or exceeding the limit. The Customer shall be responsible for any overdraft or obligations arising in or in connection with the Account.
6. In the event of the death, incapacity, dissolution, insolvency or bankruptcy (or another analogous proceeding) of the Customer the Bank shall not be liable for any loss which may arise from any dealings on the Account unless and until the Bank has received a written notice of the same together with satisfactory documents acceptable to the Bank at its sole discretion. In such circumstances, the Bank shall suspend all dealings on the Account until the Account status is corrected according to the applicable laws.

7. The Customer accepts all costs, expenses, and risk whatsoever in connection with any Account denominated in any currency including without limitation, any valid legal or regulatory restriction international or domestic. The Bank shall not be liable for any loss or delay pursuant thereto. Withdrawals in foreign currency notes shall be subject to their availability at the concerned Bank's branch. Conversion from one currency to another shall be at the Bank's rate of exchange as determined by the Bank from time to time on the transaction's date.

8. All money's securities, bonds, collateral shares, shipping document, banknotes, coins, gold or other valuables and property of whatever nature which are held in the name of the Customer by the Bank whether in the form of Account of whatever type shall be so held as security to guarantee the settlement of any debit balance due to the Bank arising under these Terms and Conditions or any other banking facility agreement or loan granted to the Customer in future.

Furthermore, the Customer agrees to keep it within the Bank's possession as "collateral against credit facilities or loans" until the Customer fully pays his indebtedness to the Bank including due interests, commissions, expenses and other due charges.

If the Customer does not pay such indebtedness to the Bank on its first request, the Customer herewith authorizes the Bank to set off the outstanding balance from his possession held in "collateral against credit facilities or loans" account without having to notify or inform him beforehand. This authorization is irrevocable and the Customer cannot cancel it without the Bank's written consent. The Bank shall have the right to always set off the credit and debit balances of the Customer's Accounts. The debit balance of anyone of the Customer's Accounts will be secured by the credit balance of any other one of his Accounts including Accounts opened in any other foreign currency. The Bank may also debit any of the Customer's Accounts opened with the amount of any bills, guarantees, cheques and drawings, given or purchased and signed by the Customer.

9. 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.

10. Unless otherwise agreed the Bank sends a monthly statement of Account to the Customer through regular mail. The Bank shall have the right to send the account statement to the customer's email address held with the bank the act which exempts the bank from sending the account statements to the customer by regular mail.

11. The statement must be carefully checked and reviewed by the Customer on receipt, any error or discrepancy shall be notified by the Customer in writing to the Bank within thirty days (30 days) of the statement date as it appears in the Bank records, otherwise, the statement is deemed to be correct and conclusive (whether sent by mail or electronically) and the Customer may not thereafter raise any objections to the statement. If the Customer does not receive a statement of Account for any period, it is the responsibility of the Customer to request a statement from the Bank within one month of the date on which such statement would normally have been sent to him.

12. The Customer must immediately notify the Bank in writing of any change in the details given on the customer information/ Account opening form/application.

13. The Customer may be given the option of accessing his Account statement via the Internet Banking Service if he subscribes to the Bank's Internet Banking Service. If the Customer opts from this Service, once the Account statement becomes available on the Bank's website, the Bank will deliver a notice to the Customer's email address available in the Bank's record.

a) The Bank shall be deemed to have delivered the statement of Account to the Customer upon receipt by the Customer of the Notice.

b) The Customer agrees to notify the Bank within (7) seven days of the receipt of the Notice if he is unable to get access to the statement of the Account. Upon expiry of such period the Customer shall be deemed to have received and accessed the statement of the Account.

c) In addition to the above, the Customer acknowledges the risk that is associated

- with the data received/delivered through the internet/e-mail including any confidential information that might have been accessed or seen by third parties. The Customer releases and discharges the Bank, its employees, officers and representatives with regard to damages suffered by the Customer directly or indirectly due to such unauthorized access by or disclosure of confidential information to third parties provided the bank has maintained the adequate IT safety standards.
- d) The Customer understands and agrees that the storage of information including without limitation, the user name, password, the Account information, account activity, the transactions conducted in the Account and any other information stored on the Customer's personal computer shall be stored at the Customer's risk and liability, the Bank shall not be responsible for any unauthorized access by or disclosure of information to third parties.
- e) The Bank will ensure to take proper security measures before transmitting any information or data to Customer by email, internet or mobile.
- f) The Customer agrees that the Bank may at its sole discretion restrict or terminate the Customer's use of the service stated herein. The Customer further agrees that the Bank may stop sending him statements for his Account by mail if he opts to use the service stated in this clause.
14. The Customer agrees that the Bank shall abide by the applicable laws and competent authorities instructions to freeze any funds in the Customer's Account or take any action necessary if the Bank believes that funds have been obtained through illegal means or transactions. The Bank may report any suspected or confirmed money laundering or other suspicious or illegal activities or transactions in or related to the Account or Banking Services to the competent authorities in United Arab Emirates. The customer further agrees that the bank shall have the right to freeze the credit balances in any account in execution of competent court order, Central Bank of the UAE instructions or the instructions of any competent authority.
15. The Bank reserves the right, and the Customer hereby authorizes the Bank to debit the Customer's Account (in case of insufficient balance to overdraw the Account) in case of crediting any funds to the Account due to computer system error, technical error or malfunction, human error, clearing system error, or any other reason without any liability on the Bank.
16. The Customer agrees that the Bank shall have the right to modify or change the Account number or customer identification number at any time with prior notice.
17. Subject to any minimum balance, Banking Service fees and/or any other requirements, the Customer may request the Bank in writing (or through Internet Banking Service whenever possible) to establish and open any additional Account with a different account number. Unless agreed otherwise, these Terms and Conditions shall apply to the Accounts with prefixes/suffixes and any additional Accounts with prefixes/suffixes opened with the Bank and linked to the Customer primary account number without any need for executing fresh account opening documentation for each additional prefixes or suffixes.
18. Without prejudice to what is stated in the above clause, if at any time cheques issued on the Customer Account return or bounce unpaid due to insufficient balance in the Account, the Bank may close the Account pursuant to the applicable laws and regulations of the Central Bank of United Arab Emirates. The Customer shall return to the Bank the cheque books relating to the Account closed, the Customer understands that the Bank will report such Account and related details to the Central Bank of United Arab Emirates and any relevant authorities.
19. Deposits: The Bank accepts deposits from the customer in cash or by any of the banking customary practices. The Bank may accept deposits by third parties into the Customer's account without any responsibility on the part of the bank.
20. The Customer may close the Account by giving prior written notice at any time to the Bank after payment of all monies due to/from the Bank. The Bank may also close, freeze or suspend dealings on the Account with proper notification to the Customer.
21. Without prejudice to the applicable laws, the Customer agrees to the Bank, its officers and agents disclosing information relating to his/her Accounts and/or financial relationships with the Bank, including but not limited to details of any credit facilities, any security taken, transaction undertaken, balances and financial positions with the Bank, to:
- a) Professional advisors and service providers of the permitted parties who are under a duty of confidentiality.
 - b) Any actual or potential participant or sub-participant in relation to any of the Bank's rights and/or obligations under any agreement with the Bank, or its assignee or transferee (or any agent or advisor of any of the foregoing);
 - c) Any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the permitted parties.
22. The Customer authorizes and allows the Bank to inquire from banks and other financial institutions, the employer of the Customer, or any other body as the bank deem appropriate about any financial and non-financial information relating to the Customer including but not limited to the details of banking facilities, the financial position, the income and any other information relating to the Customer which the Bank deems appropriate without reference to the Customer.
23. The customer hereby authorizes the bank to request any information about the customer, his residence, address, or the residence address of any of his family members whether 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.
24. 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 lawyers and the collecting agencies are authorized to take the appropriate action on behalf of the Bank while fulfilling their mission including contacting the Customer.
25. Anti-Money Laundering: The customer undertakes that all banking transactions in the account shall be in compliance with UAE Central Bank regulation concerning procedures for anti-money laundering and the Federal Law No (4) of 2002 regarding criminalization of money laundering. The customer shall provide the Bank with any information or document immediately upon request from the bank with regards to any transaction in the account. If the Customer does not provide the Bank with information or documents the Bank needs, the Bank may close the account and/or terminate the banking facilities of the Customer.
26. Tax Authorities Requirements
1. The Bank may be required by law, regulation or by agreement with tax authorities, to report certain information about customers (or its direct and indirect owners or its trustees and beneficiaries in case of legal persons) and about the Customer's relationship with the Bank, including information about the Customer's accounts and other banking products related to the accounts:
 - a) To the tax authorities in the country where the Bank maintains accounts for the Customer, which may then pass that information to the tax authorities in another country where the Customer may be subject to tax; or
 - b) Directly to the tax authorities in other countries (such as the United States) where the Bank reasonably thinks or is required to presume the Customer is subject to tax.
 2. Where the Bank is required to report information about the Customer and his accounts and/or the Customer's relationship with the Bank, this information includes (but is not limited to) the account number, the amount of interest paid or credited to the account, the account balance, the Customer's name, address, country of residence and social security number or tax identification number. In addition, the Bank may need the Customer to provide further information, documents or certifications about the Customer's identity, tax residence and nationality.

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

2nd. Current Accounts Special Terms

1. Subject to the Bank's sole discretion and the applicable laws and the regulations of the Central Bank of United Arab Emirates the Customer may be eligible to open a Current Account if he is resident in the United Arab Emirates and has the full legal capacity.
2. Subject to the Bank's discretion, the Bank may issue a cheques book to the Customer to enable him to operate his Current Account. The Customer may request the Bank to issue him a customized cheques book the specification of which shall be determined by the Customer provided that the Customer pays the cost of issuing such customized cheques 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 cheques books issued maybe 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 cheques book to him.
3. The Customer undertakes and agrees to keep the cheques book in a safe custody and place to avoid any misuse or fraudulent actions on the cheque book by third parties. In the event of loss or theft of the cheques book or any cheque(s),

the Customer shall promptly notify the competent authorities and give immediate notice in writing to the Bank to stop the payment of the lost or stolen cheque (s), the Customer shall bear any losses or damages arising thereof in case the Bank paid the amount of any lost cheque according to the legal and banking principles.

4. The Customer shall write the cheques either in Arabic or English language, the Bank shall not accept cheques written in other languages.
5. The Bank may refuse to pay the amount of the cheques drawn on the Customer's account if there are no sufficient funds even if the Customer holds other account(s) with credit balance unless the Customer authorizes the Bank in writing to cover the amount of cheques, or any other withdrawals from any of their accounts with the Bank.
6. A Current Account may not become overdrawn except by previous arrangement with the Bank. However, if the Bank and at its sole discretion allows any overdraft whether or not previously arranged for overdraft, or the increases of any overdraft on the Current Account for any reason, or in the event that any cheque causing the Customer's Current Account to be overdrawn in excess of the permissible limits or funds or if such cheques are inadvertently honored by the Bank, the Customer shall repay the Bank the amount overdrawn together with interest at the Bank's overdraft rate and the Bank's prevailing charges on demand. The overdraft amount and due interest shall be payable by the Customer to the Bank immediately upon demand, provided that the Bank has abided to the Customer's instructions.
7. No Instructions for stop payment of any cheque(s) shall be accepted unless pursuant to the applicable laws. The Bank accepts no responsibility for any failure to comply with such instructions and shall not be held liable for any consequences and cost including without limitation legal fees and penalties, which may arise out of its compliance with such instructions.
8. Acting only as the Customer's collection agent, the Bank may agree to accept, but without assuming any responsibility for their realization, cheques, bank drafts and other similar payment instruments for deposit, provided that they are made out in favor of the Customer or endorsed to his order. For this purpose, the Bank and its correspondents or other agents appointed by the Bank shall be deemed to be the Customer's agents.
9. The proceeds of cheques or other instruments shall not be available for withdrawal until collected by the Bank. The Bank reserves the right to debit any of the Customer's Accounts or demand payment from the Customer for any amount exceptionally or mistakenly credited or credited under usual reserve, which are subsequently unpaid.
10. The Bank shall not be liable or responsible for failure to give notice of nonpayment or dishonor of any cheque in connection with any claims, losses or expenses which may arise as a result of returning a dishonored cheque, whether by ordinary or registered mail or any other means. The Bank reserves the right to debit the Customer's Accounts with the amount of any cheque which was drawn or endorsed in favor of the Customer (whether or not the cheque is drawn on the Bank, its branches, affiliates or subsidiaries) that has been credited to the Account and is subsequently unpaid, whether or not the cheque itself can be returned.
11. Unless agreed to the contrary, the Customer agrees that he is not entitled for interests on the credit balances of the Current Account and that he reserves no right to claim for the payment of any interests on those balances.

3rd. Joint Accounts

1. In the event that the Account is opened in the name of more than one Customer ("Joint Account") Any balance now or hereafter deposited in the Joint Account shall remain jointly owned by the Customers in equal basis unless they agree otherwise.
2. In the event of the death, incapacity, insolvency or bankruptcy of either of the Joint Account Holders or all of them the Bank may continue to act from time to time in reliance upon the power and authority conferred herein until it shall have received a written notice from or on behalf of one of the Joint Customers of the death, incapacity, insolvency or bankruptcy. Upon receiving such a written notice, the relevant legal provisions shall apply to the account.

3. The liability of each of the Joint Customers shall be joint and several and every agreement and undertaking herein shall be construed accordingly and the liability of any one of the Joint Account Holders shall not be discharged or affected in any way by reason of the invalidity, void ability, and unenforceability as regards to (a) any other such personal guarantee which the Bank may hold in respect of the Joint Account or any part thereof and (b) by the Bank's releasing, discharging, compounding with or varying the liability hereunder or making any other arrangement with any of the Joint Account Holders or third parties.
4. An account is considered to be dormant if no transaction is performed thereon for more than one year in such case the Bank may refuse to debit the account, including cheques and payment orders or any other negotiable instruments. The Customer shall be fully responsible for the consequences, claims, legal proceedings, or a loss related thereto and acknowledges that the Bank shall not be liable in all cases, the Customer shall approach the Bank for reactivating or closing the account.

4th. Saving Accounts Terms

1. The cash withdrawal slips available at the Bank branches or such other instruction acceptable to the bank shall be used in making all withdrawals from the Savings Account(s).
2. Subject to any minimum balance requirement for the Savings Account Customers, the interest rate applicable for the Savings Account shall be available at the Bank branches and website and shall be subject to change with notification. The interest payable on the Savings Account will be computed and credited to the Customer Account in line with the product features as applicable and as determined by the Bank from time to time. Interest rates, tiers, crediting cycle and any other features of the Account are subject to change at any time at the Bank sole discretion and with notification.

5th. Fixed /Time Deposit Account Special Terms

1. Subject to the Bank's sole discretion and minimum balance requirement determined by the Bank from time to time, the Customer may open a Fixed Deposit Account. Upon opening such Account the Bank will issue a confirmation advice to the Customer stating the principle sum, the term and the rate of interest payable for the Fixed Deposit Account.
2. The Deposit Receipt is non-transferable and non-negotiable and shall be surrendered if the Deposit is broken and paid before maturity.
3. In absence of any instruction from the Fixed Deposit Customer at the time of placement of the deposit, the Fixed Deposit, together with interest accrued, will be renewed at the bank's absolute discretion for similar period at the prevailing rate of interest on the date of such renewal.
4. The premature withdrawal of the Fixed Deposit shall render the deposit to be subject to lower interest and premature withdrawal penalty as determined by the Bank from time to time.

6th. Call Accounts Special Terms

1. Subject to the Bank's sole discretion and minimum balance requirement, the Bank may open a Call Account for the Customer; the Customer may be entitled to earn interest on the Account in accordance with the interest rate determined by the Bank.
2. The interest rate applicable on the Call Account shall be available at the Bank branches and website and shall be subject to change without notice. The interest payable on Call Accounts will be computed and credited to the Customer's Account as determined by the Bank from time to time. Subject to the Bank sole discretion interest rates, tiers, crediting cycle and any other features of the Call Account are subject to change at any time with notification to the Customer.

7th. Bought and Discounted Cheques

1. The customer undertakes that all cheques/drafts discounted by the Bank have been passed to him in legal way and through the normal course and the Bank shall act as their collection agent.

2. The customer agrees to indemnify the Bank against any cost, expense or damage which may incur or suffer as a result of any claim or action arising out of or in connection with the said instrument(s)
3. The customer undertakes to refund on Bank's first demand the value of the said instrument(s) together with interest and costs in the event that the instrument(s) is/ are known by the Bank to be fraudulent or forged or in any way connected to fraud or forgery or any other illegal activity.
4. The Bank shall reserve the right to debit customer's account or claim from the customer and exercise lien and set off and take any action whatsoever in compensation for any loss resulting from any act or credit made in connection with the collection of said instrument(s) up to a period of six years or more starting from the date you have received good value for the said instrument (s).

8th. Bank Remittances

1. All transfers shall be processed in accordance with and subject to the Bank's system & regulations.
2. The Bank shall pay the actual amount of the Bank drafts received in favour of the Customer after deducting the banking fees and commissions.
3. The Bank shall deposit all the incoming transfers into the Customer's account in the currency of such accounts, such deposit shall be affected at the rate prevailing on the same day.
4. The Bank shall not be liable for any act, omission, failure, error or delay in the transfer by any correspondent or paying Bank of funds and the Customer acknowledges that the Bank shall not be liable for any such instance and undertakes to indemnify the Bank for all losses, damage and expenses incurred by the Bank with respect to any draft issued by the Bank executed at the instructions of the Customer.
5. The Bank may refuse to pay the amount of any incoming funds/ draft if the name of the beneficiary and/or the account number does not match the Bank's records or for any other reason.

9th. Destruction

The Bank may destroy the Cheque Book/ Electron Card's PIN in case of non-receipt by the Customer after the lapse of one month as a maximum from the date of issue. The Customer shall submit a new request and pay the prescribed fees for reissuing any of the said services.

10th. Minor's Accounts

The Bank shall not open current accounts for minors. However, the Bank may open savings, investment and deposit accounts for minors provided that the minor's father or real guardian shall sign all applications. Such arrangement shall continue until the minor has attained the legal age when he/she shall be entitled to receive his/her funds or manage his/her account by himself/ herself pursuant to the permission of a competent court. However, in the case of minors who are under custody, the decision or order of a competent court shall be produced regarding the lifting of custody for enabling the Customer to operate his/her account by himself/herself.

11th. Customers who are blind/illiterate

Customers who are blind/illiterate shall process their transactions before the concerned officers by using fingerprints and stamp (if any). To protect the interest of blind/illiterate Customers, the Bank shall not issue Cheque Books, Electron Cards or Telephone Banking Services for them except through an official proxy.

12th. Liability

All transactions carried out by the Bank on the basis of the Customer's instructions shall be at his own cost and risk. The Bank shall not be liable before the Customer if the amount of funds credited to the Customer's account is reduced because of fees, exchange rates or other items affecting its value nor shall the Bank be held liable if the Customer is unable to receive funds as a result of any restrictions or regulations issued by the competent official authorities.

13th. Debit card/account withdrawal -Special Terms and Conditions

1. Subject to the Bank sole discretion, the Bank may issue a Debit/ Withdrawal Card to the Customer who maintains Current Account or Savings Account with the Bank at a branch of the Bank in the United Arab Emirates.
2. In case of closing the Account by the Bank for any reason, the Customer/Cardholder shall promptly return the card to Bank and it will become invalid.
3. The Cardholder agrees and acknowledges that the Card is issued for use on electronic terminals capable of accepting the card for Bank Account holders and who is authorized - whenever it's possible - to purchase goods and services, from retailers, within the UAE and overseas, through a point of sale machine accepting the card.
4. Subject to the Bank sole discretion and prior written approval the Bank may allow the Customer to use the Card to purchase goods and services, via the internet, by telephone or mail order, or by any other means where the card is not physically present at the time of the transaction. The Customer may be allowed to access ATMs accepting the card and access to the Bank Interactive Voice Response (IVR).
5. The Card shall not be used to obtain credit of any type.
6. The Card shall remain the property of the Bank at all times, the Bank may, at its sole discretion, cancel the validity of the Card and request its return at any time, in which case the Cardholder shall immediately comply with such request.
7. The Card is issued entirely at the risk of the Cardholder who shall indemnify the Bank for all loss or damage howsoever caused resulting from the issuance and use of the Card.
8. The Cardholder undertakes not to disclose his PIN to any other person. In the event of the PIN becoming known to someone other than the Cardholder, that person may be treated by the Bank as an acting agent of the Cardholder and the Cardholder undertakes to bear all loss or damage which may occur as a result of disclosing the PIN.
9. The Cardholder shall take the maximum care to prevent the Card from being lost, mislaid or stolen and the Cardholder undertakes not to pass the Card to any other person.
10. In the event that the Card is lost or stolen or the PIN is disclosed to any other party, the Cardholder shall immediately, thereafter report the said loss, theft or disclosure, together with the particular of the Card, to the Bank in person or by calling the Bank call center number specified by the Bank from time to time and, until the loss, theft or disclosure of PIN to third party is reported to the Bank as stated in this article, the Customer will be responsible for the transactions processed by use of the Card. The Bank shall not be liable for any damages or loss resulting from such loss, theft or disclosure of PIN.
11. Where oral notice of loss, theft or disclosure of PIN referred to in clause (10) above is given to the Bank, it must be confirmed in writing by the Cardholder to the branch in which his Account was opened within (48) forty eight hours of the receipt of the oral notice notified to the Bank.
12. The Cardholder shall at all times remain liable for any transaction made by the use of the Card and shall indemnify the Bank for all loss/damage howsoever caused by the unauthorized use of the Card or related PIN. The Bank record of transactions processed by the card electronically or otherwise shall be conclusive and binding evidence for all - purpose.
13. The amount of any Card transaction in a currency other than United Arab Emirates Dirham (AED) will be converted into AED at a rate of exchange determined by the Bank for the date when the relevant transaction is debited to the Card Account. The Bank will impose charges on all transactions processed through the ATMs of other banks whether in United Arab Emirates or abroad.
14. The bank debits the account of the Cardholder/Customer with all the cash withdrawal amounts, transfers, direct debits and payments for goods and services made with the bank, at any ATM machine or other points of sales, and any other payments made by using the Card, in addition to the banking charges and expenses and in the events where the balance of the Cardholder account is in debit for any reason resulting from the use of the Card.
15. The Cardholder shall ensure that there is sufficient balance available for drawing in the Card Account before making any withdrawals or transaction. If for any reason such Account is overdrawn by the use of the Card or towards any Bank charges, the Cardholder shall be responsible for settling the overdrawn amount immediately by a direct payment or transfer of funds from any other Account maintained with the Bank. Failure to comply with this condition shall entitle the Bank to cancel the Card and/or transfer the overdrawn amount or any amount due from any Account in the Cardholder's or the Customer's name maintained with the Bank. If more than one account is maintained with the Bank, the Bank shall have the right to debit or set off any other account of the Cardholder or the Customer with the Bank in order to cover the overdrawn Account of the Cardholder without prior notice.
16. Deposits, Payments, Transfers
 - a) All deposits and request through ATMs will be processed either on same day or on the following working day. Any deposits made in the ATM will be subject to verification by two officers of the Bank and their decisions will be final and binding on the Cardholder. (N.B.: It will not be possible to deposit Cash or cheque(s) by using ATM machines of other Banks. Any cheque(s) deposited is/ are deemed to be deposited for collection only and the proceeds shall not be credited to the Card Account until the cheque(s) has/have been realized.
 - b) Where the Cardholder chooses to utilize the transfer facility on CBD ATMs the Cardholder will be solely responsible to advise the correct amounts to which transfers are to be made and the correct consumer / reference numbers relative thereto, in the separate form provided, and also to advise the Bank of any changes in the consumer/ reference numbers in the future. It should be noted that transfers made after a cutoff point of each day, would be credited to the designated accounts on the following working day.
 - c) The Bank shall not be party to queries or disputes regarding excess, insufficient, late or incorrect payment of the said accounts or disputes of any nature whatsoever that may arise between the Cardholder and the utility authorities. The Bank Shall not be liable for any loss or damage arising directly or indirectly from utilization of the services. In the event of Part Payment of the bill, the utility company may use its powers to discontinue the utility service in which event the Bank or the utility company will not be responsible therefore in any way.
 - d) If funds to which the Cardholder is not legally entitled to are deposited into the Card Account by mistake or otherwise, the Cardholder agrees that such amounts are owed to the Bank and the Cardholder authorizes the Bank to set off (without any notice or demand) such amounts from the Card Account or any other deposit account the Cardholder has with the Bank to the extent permitted by the law.
17. The Card shall be used for cash withdrawals or purchase within the daily limit determined by the Bank subject to the Bank sole discretion.
18. The Bank may at its absolute discretion, with consideration to the Customer's interest, change the daily cash withdraw and purchase limits without giving any reason or prior notice to the Cardholder. Such Changes shall apply immediately.
19. The Bank may send the Card to the Customer or the Cardholder by normal post or courier to the address of the Customer maintained on the Bank records and at the Customer's responsibility.
20. Upon receipt of the Card, the Cardholder shall sign the signature panel on the back of the Card immediately, such signature and/ or Card activation and/or use of the Card will constitute binding and conclusive evidence of the Cardholder's confirmation to be bound by these terms and conditions, notwithstanding that the Bank is not notified of the Cardholder's receipt of the Card.
21. If the Card is not collected /received by the Cardholder within four (4) weeks (or

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.

22. The Cardholders shall be jointly and severally liable to the Bank under these terms and conditions if the Account is opened in two or more names.
23. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of the Card or the ATM or the temporary insufficiency of funds in such machine or failure of any retailer or supplier to accept or honor the Card and manner in which the refusal was communicated to the Customer.
24. The Cardholder shall only use the Card for purchases that are legally acceptable in the UAE and/or the Country of purchase. The bank reserves the right (subject to applicable law) to refuse settlement of any Card transaction on the customer's behalf if the bank is of the reasonable opinion that the Card transaction is for goods/services which it consider illegal.
25. The Bank reserves the right at all times and without notice to the Cardholder to refuse to authorize any purchase or cash advance, cancel or suspend the right to use any Card or PIN in respect of all or specific or transactions and refuse to renew or replace any Card.
26. The Cardholder agrees that in case of a Card or supplementary Card linked to a joint Account, fast cash transactions performed on the Bank ATMs, all transactions done on other ATMs, and purchases carried out with the Card will be recorded only on the primary Card Account and the Account from which the main Card was issued.
27. Cardholder participation in any promotions will be subject to the promotion terms and conditions announced by the merchant and the Bank shall not be responsible of such promotions.

14th. Rejected Applications

1. The Bank reserves the right to reject any application, at its discretion and does not have to substantiate its decision.
2. Rejected application will not be returned to the applicant.

15th. Severability

The Customer agrees that the invalidity or enforceability of any part of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the other provisions herein.

16th. Waiver and Assignment

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's consent. The Customer has no right to assign any of his rights and obligations under these Terms and Conditions without obtaining the Bank's prior written consent.

17th. Fees and commissions

The Bank may impose any kind of fees and charges on any of the banking services provided to the Customer in accordance with rates specified in the Central Bank instructions in force.

18th. Variation of the Terms and Conditions

The Bank may, from time to time, and at its sole discretion, with prior notice to the Customer by any means as the Bank deems fit, change or amend any of these Terms and Conditions. Such changes shall apply on the effective date specified by the Bank in the notification sent to the Customer.

19th. Address

Unless the Customer notifies the Bank in writing about changing his address, stated by

the Customer in the Account opening form (the "Permanent Address") and/or the relevant Banking Service application shall be the selected place of domicile on which the Customer shall receive all notices, correspondences, and claims in respect of the Account.

20th. Governing Law and Jurisdiction

These Terms and Conditions shall be construed in accordance with the laws of United Arab Emirates and the rules, regulations and directives of the Central Bank of United Arab Emirates. The law governing the Accounts or any Banking Service or transaction is the law of the emirate in which the Account maintained,

in the event of a dispute arising in relation to any Account, Banking Service or transaction the courts of such Emirates shall have jurisdiction, provided that the Bank may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside the United Arab Emirates

21st. Language and Interpretation

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

GENERAL TERMS AND CONDITIONS

1. General information and Definitions

1.1 The Bank owns, operates and maintains a website, offering Online Banking. Following your registration for Online Banking, we will set up your access to Online Banking. By setting up your access to Online Banking we are making an offer to you to provide you with the use of Online Banking under these Terms and Conditions. These Terms and Conditions apply to Commercial Bank of Dubai PSC Online Banking Services. These Terms and Conditions operate in conjunction with any other General Terms and Conditions for opening/operating of Bank Accounts and Electronic Banking Service, applicable to Account(s) you access using these services including the opening of any new accounts, If there is any inconsistency, these Terms and Conditions prevail. Please read this document carefully. Your access and use of Online Banking will be taken as an acceptance by you that you agree to be bound by these Terms and Conditions. Online Banking is a browser-based service which means you don't need any software other than a compatible browser. To sign in to Online Banking for the first time, you need to follow the instructions. Once you sign into Online Banking, you will have to agree to these Terms and Conditions which govern your use of this service.

1.2 Defined terms used in this Agreement are set out below:

Account: The Customer's Current Account and/ or any other type of account so designated by the Bank to be eligible account(s) for operation of the Online Banking. The account(s) for which the Services are availed should be in the name of the Customer.

Terms and Conditions: means CBD General Terms and Conditions of the accounts, and special terms and conditions of CBD's products and services as modified from time to time including any supplementary terms for the provision of the Services published from time to time.

Bank: (also we, us, our) Commercial Bank of Dubai psc.

Business Day: A day (other than Friday or a public holiday) on which the Bank's branches are generally open for business during normal banking hours.

CBD Site: The Bank portal through which you access Online Banking.

Computer: Any device or equipment of any kind used to access Online Banking including without limitation PCs and mobile phones.

Customer (also you, your, yours): The customer.

Customer Instruction: Any request, instruction, agreement or other communication that is received by the Bank through Online Banking.

Customer Information: The information about the Customer obtained by the Bank in connection with any of the Online Banking Services availed/ proposed to be availed by the Customer.

Electronic Banking Services: includes but not limited to Online Banking, Mobile banking, SMS Banking, and Phone banking and "Electronic Banking Service" refers to (includes but not limited to) any one of these services

Online Banking: The Bank's internet banking system.

Password Any confidential password, phrase, code or number, memorable data, or any other identification of any kind whether issued to the Customer by the Bank or created by the Customer which may be used either alone or with any Security Device or other thing to access or facilitate access to any of the CBD Site, Online Banking and the Services or to effect Customer Instructions.

Personal Information: The information provided by the Customer to the Bank in the application form for availing any of the Services that may be provided by the Bank from time to time;

Regulations: Any regulation applicable to these Terms and Conditions

Security Device: Any token, device, procedure, application or other thing whether issued to the Customer by the Bank or adopted by the Customer which may be used alone or with any Password or other thing to access or facilitate access to any of the CBD Site, Online Banking and the Services or to effect Customer Instructions or to generate any Password.

Services: Any banking product or service provided by the Bank to the Customer using Online Banking.

Transaction: Any transaction or other services existing or being availed of or hereafter entered into or to be provided between/by the Bank and/to the Customer provided that the Bank may decide to permit other Transactions or to stop existing Transactions from time to time, which shall be communicated in such form or manner as the Bank may determine.

2. The Services

2.1 The Services enable you to:

2.1.1 initiate applications, place orders, make arrangements, give instructions and conclude contracts for or relating to services and products of any kind which we may offer from time to time and to agree or authorize any other matter or thing with us.

2.2 By this Terms and Conditions you authorize us to:

2.2.1 Act on and accept Customer Instructions given by you in respect of any of the matters referred to in Clause 2.1.1 and to act on and accept Customer Instructions given by you in respect of any of the matters referred to in Clause 2.1.2; and

2.2.2 Add to Online Banking all of your accounts whenever opened which are the subject of Online Banking.

2.3 The Services (which we may vary from time to time) include, without limitation, obtaining balances on accounts, a choice of payment methods, viewing of transaction details of payments made, transfers between accounts, viewing , bills payment, creating, viewing, amending or cancelling of standing orders and a variety of other services. The Services available may vary depending upon the type of Computer (such as hand held devices) used to access Online Banking.

2.4 In order for a Customer Instruction involving a payment or a transfer to be properly executed, the Customer must provide the Bank with the payee's bank sort code and account number or, where applicable, the bank identification code (BIC) or other relevant identification of the payee's bank and the payee's international bank account number (IBAN) or other relevant account number; and/or such other information if any as the Bank may advise the Customer of from time to time.

2.5 Your consent to Customer Instructions is given using the Security Device and appropriate Password(s) and username.

3. Customer instructions

3.1 We will only accept a Customer Instruction if it has been effected through Online Banking, where access to Online Banking appears to have been obtained using the appropriate Password(s), Security Device and username in accordance with these Terms and Conditions.

3.2 You request and authorize us to treat all apparently valid Customer Instructions received by the Bank as instructions or other communications properly authorized by you, even if made fraudulently and even if they conflict with the terms of any other mandates given by you at any time concerning your accounts or affairs. Subject to our obligations in Clause 4.1, we shall be under no other obligation to check the authenticity of Customer Instructions or the authority of the person or persons giving them.

3.3 You are responsible for the accuracy and completeness of Customer Instructions and for ensuring that they will achieve your intended purpose. We are not liable for

any loss or delay where the contents of a Customer Instruction are inaccurate or incomplete.

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

3.5 We are entitled to:

- Debit your Accounts, wherever they are situated and whenever they are opened, with any amounts that we have paid or incurred in accordance with a Customer Instruction; and
- Act and rely upon and treat as binding upon the Customer any Customer Instruction.

3.6 We may, in our absolute discretion and without liability, not agree to act on or delay acting on a Customer Instruction if:

3.6.1 It is a request or instruction the effect of which would be to exceed any limit imposed by the Bank upon you generally; or

3.6.2 It is an informal overdraft request, namely a request or instruction that, if agreed to by us, would cause your account to go overdrawn or over an existing overdraft limit; or

3.6.3 We know of or suspect a breach of security in respect of or in connection with the operation of one or more of your Accounts or the Services generally; or

3.6.4 The Customer Instruction is considered by us in our discretion to be of a sufficiently high value to warrant the carrying out of additional steps relating to the prevention of fraud, money laundering or terrorist activity.

4. Secure messaging services

4.1 If we make the facility ("Messages") available to you, you may send us and we may send you secure e-messages using Online Banking.

4.2 You must not send us messages:

- In relation to matters for which there is specific functionality on Online Banking; or
- Which require immediate attention, such as reporting loss or theft of cheques and/or debit or credit cards and/or stopping a payment;

4.3 We may send you messages (and you hereby authorizes the Bank to do so) concerning any Accounts, products or services which you have with us including Online Banking or the Services, or concerning any other operational or service related matters. These may include, for example, telling you about changes to these CBD Online Banking Terms and Conditions, changes to our products Terms and Conditions, and changes to our published charges, prices and rates.

5. Service Interruption

5.1 We may (but are not obliged to) suspend any service provided to you under the Services without notice where we consider it necessary or advisable to do so, for example to protect you when:

- We suspect a breach or a potential breach of security; or
- You fail to take reasonable care to ensure the security of your use of the Services; or
- We need to suspend the Services for routine, non-routine or emergency maintenance where we consider necessary to do so.

5.2 Where not unlawful to do so we shall where possible give you notice of any suspension, termination or withdrawal in accordance with the Clause 6 before doing so or if not possible immediately afterwards. Any such notification shall be made in accordance with Clause 21.2 or by telephone

6. Confidentiality

Please note that our CBD Online Banking Terms and Conditions, issued to you and other customers generally, set out your agreement with us concerning our use and sharing with other parties of information about you and your affairs ("Your Information"). Without limiting these CBD Online Banking Terms and Conditions, you agree that we may exchange Your Information with our affiliates and others to provide you with the Services and to give effect to any Customer Instruction or if obliged to by law or by any regulation. We may use other affiliates and/or third parties to process information in accordance with our instructions to provide services on our behalf.

7. Security provisions

7.1 You agree to comply with these Terms and Conditions and any other reasonable instructions or recommendations we may issue to you regarding Online Banking security.

7.2 You represent and warrant that you are not located in a country that is subject to a US embargo or that has been designated as a "terrorist supporting" country and not listed on any US government list of prohibited or restricted parties;

7.3 You agree that it is your sole responsibility to set-up, maintain and regularly review security arrangements concerning access to, and use of, the Services, and information stored on your computing and communications systems, and in particular your control of Passwords, Security Devices and access to Online Banking.

7.4 You must ensure that you keep Password and Security Device secure and secret at all times and take steps to prevent unauthorized use of the Password and Security Device provided to you. For example, you must:

- Never write or otherwise record your Password in a way that can be understood by someone else
- Avoid any Password which is easy to guess and never reveal your Password to anyone else; and
- Change your Password regularly.

7.5 You must not access Online Banking or CBD Site from any public internet access device or access point

7.6 You must notify us immediately of the following:

- Any unauthorized access to Online Banking, or the CBD Site, or any unauthorized transaction or instruction which you know of or suspect; or
- If you suspect someone else knows the Password or has access to your Security Device. In the event of any such breach or suspected breach of security you must change your Passwords immediately to one which you have not used before.

7.7 You hereby agree to comply immediately with all reasonable requests for assistance from us and/or the police in trying to recover any losses or identify actual or potential breaches of security including, without limitation, giving us prompt access to any Computer or device that has been used to access the site.

7.8 You are responsible for the security of any Security Device held in any manner by you. We shall not be liable to you or to third parties for any loss whatsoever arising from the copying, tampering or unauthorized use of any Security Device.

7.9 Online Banking is accessed through the Internet which is a public system over which we have no control. It is therefore your duty to make sure that any Computer you used to log in is free from and adequately protected against acquiring spyware, computer viruses and other invasive, destructive or disruptive components and has installed on it up to date (and where relevant regularly run) anti-virus and anti-spyware software, a firewall and security patches.

7.10 You agree that you are solely responsible for the performance and protection of any browser, Computer, and matters referred to in Clause 7.8 including the prompt adoption by you of all security patches and other security measures issued or

recommended from time to time by the suppliers of such browsers, Computers' operating systems and other matters referred to above, and we shall not be liable for any damage to/or reduction in the performance of your Computer system or any part of it by the installation and/or use of any browser version, Security Device or other matters referred to above, required to use the Services. You agree to use a browser version and operating system that is supported by Online Banking.

7.11 We will not be responsible for any loss of or damage to your data, software, Computer, computer networks, telecommunications or other equipment caused by you using Online Banking unless such loss or damage is directly and solely caused by our gross negligence or willful misconduct.

7.12 You acknowledge that any failure by you to comply with any of the provisions of the Clause 8 shall for the purposes of these Terms and Conditions constitute gross negligence on your part.

8. Security Devices

8.1 We will make all reasonable efforts to ensure that any Security Device that we provide to you will perform as necessary to permit access to Online Banking as and when required. You will notify us immediately if any Security Device fails to function correctly.

8.2 We shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device.

8.3 You will take reasonable care of any Security Device so that it does not become stolen, lost, damaged or faulty.

9. Password reset and security device reissue

9.1 You hereby request and authorize us from time to time without further authority or notice from you to act upon any telephoned request or instruction to re-set any Password or to revoke and/or deactivate any Security Device, or to issue and/or replace a Security Device. In addition you agree that we shall not be liable to you or any third party for any loss or damage suffered by you or any third party arising from any such request or instruction being unauthorized or fraudulent provided we have gone through our normal security procedures in relation to identification of the person calling and you agree to keep us fully compensated in respect of any and all losses, costs or expenses we may incur in dealing with any claims or demands arising therefrom.

9.2 We shall not be liable for any losses arising as a result of our comply with and/or refusal to carry out any of the matters referred to in Clauses 10.1

10. Disclaimer

We do not warrant that the information available through the Services is accurate, sufficient or error free, or that such information is current and up-to-date at the time it is accessed.

11. Representations by the Customer

The Customer represents to the Bank that:

- (i) The Customer has the power to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance;
- (ii) It shall be the sole responsibility of the Customer to comply with all the internal approvals as may be required.
- (iii) The availment of Online Banking and the execution, delivery and performance of any transaction there under does not violate or conflict with any applicable laws and/or any regulatory requirements, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.
- (iv) There is not pending or, to its knowledge, threatened against the Customer

any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of these Terms and Conditions or its ability to perform its obligations; and

- (v) All applicable information that is furnished in writing, by or on behalf of the Customer, to the Bank is, as of the date of the information and repeatedly on each usage of a transaction, true, accurate and complete in every material respect.

12. Fees and charges to the agreement

12.1 You agree to pay the fees and charges (if any) for providing the Services as we advise you from time to time. We may vary our charges and the frequency and dates of payment, on giving you' notice and Clause 12.3 shall apply to any such notice. We reserve the right to make a charge for any replacement Security Device where such replacement is necessary as a result of any breach by you of Clause 9. These charges are in addition to any charges for particular banking or other services we might provide in response to your Customer Instructions through the Services.

12.2 You authorize us to debit any of your accounts with any charges for the Services.

12.3 We may change these Terms and Conditions without prior notice to you.

13. Our liability to you and your liability to us

13.1 We shall only be liable for any loss, damage or delay which you suffer or incur as a direct result of our gross negligence or willful misconduct and shall not be liable for any other loss or damage of any kind.

13.2 We shall not, in any event, be liable to you for any loss of business or profits or data, or indirect, consequential or special loss or damage arising out of your use of or in connection with Online Banking or the Services, whether or not we has been advised of the possibility of such loss or damage and whether or not arising out of negligence, breach of these Terms and Conditions or otherwise.

14. Authority and agreement from you

14.1 Without prejudice to any other authority covering the same matters, you authorize us from time to time to act upon written instructions concerning the administration of Online Banking or the Services, including the re-setting of Passwords, the de-activation, issuing and/or replacement of Security Devices and the agreeing of limits.

14.2 Where any written instruction or request referred to in Clause 14.1 is sent by facsimile transmission or other electronic communication, you authorize us without further authority (but we shall not be obliged) to act upon such instruction or request. In addition you agree that we shall not be liable to you or any third party for any loss or damage suffered by you or any third party arising from the facsimile transmission or other electronic communication being unauthorized or fraudulent and you agree to keep us fully compensated in respect of any and all losses, costs or expenses we may incur in dealing with any claims or demands arising therefrom.

14. We shall not be liable for any losses arising as a result of any delays when acting in accordance with or refusing to rely on written instructions howsoever given pursuant to Clause 15.

15. Termination

15.1 The Customer may terminate these Terms and Conditions at any time by visiting one of the bank's branches and submit a written notice for such termination, k and the Bank may terminate these Terms and Conditions immediately without giving notice or reason..

15.2 Either party may also terminate these Terms and Conditions with immediate effect by notice to the other, if the other party commits a material breach of these Terms and Conditions or becomes insolvent under the laws of any applicable jurisdiction.

15.3 Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of these Terms and Conditions which is intended to apply after termination.

16. Events beyond parties' control

The Bank shall not be liable for delay in performing or failure to perform any of its obligations under Terms and Conditions which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, acts of terrorism, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes. Any delay or failure of this kind will not be deemed to be a breach of these Terms and Conditions and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

17. Electronic communications

You and we agree to electronic communications being sent or delivered between us and you through Online Banking whether through the Message Services or otherwise.

18. Money laundering and other matters

18.1 We may take whatever action we consider appropriate to meet any obligations, either in the United Arab Emirates 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.

18.2 These actions include, but are not limited to, investigating and intercepting payments into and out of your Accounts (particularly in the case of international transfers of funds) and investigating the source of or intended recipient of funds. It may also include making enquiries to establish whether a person is subject to sanctions.

18.3 We shall not be liable for any loss, liability, delay or cost incurred by you as a result of us taking such actions; and we do not warrant that any information on our systems relating to any payment messages and communications will be accurate or complete to the extent that it relates to any Customer Instruction which is subject to such an action when such information is provided.

18.4 To help us comply with the above obligations, you agree to comply with such procedures as may be specified by us from time to time.

19. Intellectual Property Rights

19.1 The copyright, trademarks, logos, slogans and service marks displayed on the CBD Site are registered and unregistered intellectual property rights of the Bank or of respective intellectual property right owners. Nothing contained on the CBD Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any intellectual property displayed on the CBD Site without the written permission of the Bank or such third party that may own the intellectual property displayed on the CBD Site.

19.2 We neither warrant nor represent that the use of materials displayed on the CBD Site by you will not infringe patent, copyright or any intellectual property rights or any other rights of third parties not owned by or affiliated with the Bank. We grant the right to access the CBD Site to the Client and use the Online Banking in accordance with these CBD Online Banking Terms and Conditions. The Customer acknowledges that the Online Banking including, but not limited to, text, content, photographs, video, audio and graphics, are either the property of, or used with permission by, the Bank and/or by the content providers and may be protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of the United Arab Emirates and other countries, and the CBD Online Banking Terms and Conditions.

19.3 The Customer should assume that everything it sees or reads on the CBD Site (including but not limited to directories, guides, news articles, opinions, reviews, text, photographs, images, illustrations, profiles, audio clips, video clips, trademarks, service marks and the like, collectively "the Content") is copyrighted/ protected by intellectual property laws unless otherwise provided and may not be used, except as provided in these CBD Online Banking Terms and Conditions, without the prior written permission of the Bank or the relevant copyright owner.

20. Miscellaneous

20.1 These Terms and Conditions are the entire agreement between the parties concerning the use of Online Banking and supersede all previous agreements, communications, representations or discussions between you and us relating to it. Any other agreements between us and you and/or mandates relating to the conduct of your Accounts shall remain unaffected.

20.2 Any notice to be given under this Agreement must:

- When given by us, be communicated by post, email or through Online Banking including, without limitation, using the Message Services; and
- When given by you, be communicated by post or through Online Banking including, without limitation, using the Message Services.

If given by post the notice will be taken to have been received five days after posting by one party to the postal address most recently notified by the receiving party. If through Online Banking, when it is sent and if by email on the next working day.

We may also publish notices of general nature on CBD Site, which are applicable to all Customers. Such notices shall have the same effect as a notice served individually to each Customer.

20.3 Where we introduce new services as part of the Services we may provide them on supplementary terms which will be notified to you in accordance with this Agreement.

20.4 Each of the terms of this Agreement is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.

20.5 Subject to the applicable laws of evidence, each party agrees not to object to the admission of the records (including computer records) of the other as evidence in legal proceedings.

20.6 We may appoint other parties to provide some or all of the Services under these Terms and Conditions. You agree that such parties shall have the benefit of any provisions of this Agreement which limit our liability.

20.7 We may cancel your access to the Services without prior notice if there has been no activity for a period of six consecutive months.

21. Electronic statements

You agree that we may elect, at our sole discretion, to deliver your statement to you only via Online Banking and not to provide a paper statement. If we choose to do this we will provide you with the notice of the change.

22. Links to websites

22.1 This CBD Site may contain links to other websites operated by other parties. Such links are provided for the convenience of the Customer only and the Bank does not control or endorse or recommend such websites, and is not responsible for their contents. The use of such Website is also subject to the terms of use and other terms and guidelines, if any, contained within each such Website. In the event that any of the terms contained herein conflict with the terms of use or other terms and guidelines contained within any such Website then the terms of use and other terms and guidelines for such Website shall prevail. The linked web sites are not under the control of the Bank and it is not responsible for the contents of any linked website or any link contained in a linked website, advertisements appearing in or Services offered by or any changes or updates to such websites.

22.2 This CBD Site may contain links to websites, web-pages and services also operated by the Bank, and the Customer's use of each such websites is also subject to the CBD Online Banking Terms and Conditions herein and other terms and guidelines, if any, governing such website. In the event that any of the terms, conditions, and notices contained herein conflict with the terms and conditions governing such website, then the terms and conditions governing such website shall prevail.

23. Assignment and Transferability

- 23.1 The Customer shall not assign these terms and conditions to anybody else. The Bank may sub-contract and employ agents to carry out any of its obligations under these CBD Online Banking Terms and Conditions.
- 23.2 The Bank may transfer or assign its rights and obligations under these CBD Online Banking Terms and Conditions to any company in the Bank group or to a third party without obtaining any prior written consent from the Customer.

24. Indemnity

In consideration of the Bank providing the Services, the Customer agrees to indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with any services provided to the Customer pursuant hereto.

25. Law and Jurisdiction

- 25.1 The provisions of these Terms and Conditions shall be governed by, and construed in accordance with the laws of the United Arab Emirates and the courts at Dubai shall have the non-exclusive jurisdiction in respect of the subject matter hereof.
- 25.2 The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than that of United Arab Emirates. The mere fact that the CBD Site can be accessed by a person in a country other than United Arab Emirates would not mean that the laws of the said country would govern the Services and any matter related to hereunder. The Services shall not be available to foreign residents where the Services cannot be offered without prior regulatory compliance. It shall be the sole responsibility of foreign residents to verify whether the Services can be legally accessed and/or utilized in their respective jurisdictions. The Services do not constitute an offer to sell or a solicitation of an offer to buy any Services to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.

CBD MOBILE BANKING TERMS AND CONDITIONS

1. General Information and Definitions

- 1.1 The CBD Mobile Banking Terms and Conditions with the CBD Online Banking Terms and Conditions, the terms and conditions for each of the Accounts you hold with us, form the agreement between you and us.
- 1.2 All General Terms and Conditions applicable to CBD Online Banking are applicable to CBD Mobile Banking unless otherwise specified hereunder.
- 1.3 The Application is owned and operated by the Bank. By using CBD Mobile Banking, whether browsing or opening the Application, the Customer acknowledges that the CBD Mobile Banking Terms and Conditions, CBD Online Banking Terms and Conditions and any other agreement between us have been read, understood and accepted.
- 1.4 CBD Mobile Banking contains general information about the Bank products and services, which does not constitute an offer to enter into a legally binding contract and does not form part of the terms and conditions for such products and services. At CBD Mobile Banking, the Bank does not offer financial services or products nor is the information intended to be taken as financial advice and does not take into account any Customer's individual requirements and circumstances. All applications will be subject to the normal approval criteria applicable in the Bank.
- 1.5 Defined terms used in these CBD Mobile Terms and Conditions are set out below and are in the addition to the definitions contained in the CBD Online Banking General Terms and Conditions unless the context refers to otherwise:

Application: means the mobile application developed, owned and operated by the Bank,

CBD Mobile Banking: means any service we offer as an extension of CBD Online Banking that enables you to receive information from us and to transmit instructions

to us electronically, in relation to an Account or other matter we specify, using a mobile device capable of accessing the internet.

2. The Services

- 2.1 You can use CBD Mobile Banking Service to view and access those Accounts accessible on CBD Mobile Banking.
- 2.2. CBD Mobile Banking Services may not work on some phone models and or some operating system.
- 2.3 It is our aim to ensure a complete service at all times, but the speed or lack of interruption to the service cannot be guaranteed. The service may be interrupted due to our need to update or maintain our systems or those of our third party agents who provide part of the service.
- 2.4 All conditions of use and charges relating to a mobile device you use to access CBD Mobile Banking are your responsibility. We are not liable for any costs you incur to access CBD Mobile Banking using a mobile device inside the United Arab Emirates.
- 2.5 You should check with the mobile network provider for your mobile device whether you will be able to access CBD Mobile Banking if you travel outside of the United Arab Emirates. We are not liable for any additional costs you may incur to access CBD Mobile Banking outside of the United Arab Emirates.
- 2.6 The service may be affected by the coverage available from your mobile network provider or maintenance and upgrades they perform that affect the availability of your mobile network.
- 2.7 We will not be responsible to you when failure to provide the CBD Mobile Banking Services is caused by abnormal and unforeseeable circumstances beyond our (or our agents' and/or subcontractors') control, the consequences of which would have been unavoidable despite our efforts to the contrary.

3. Security

- 3.1 In addition to the reasonable security precautions set out in your account terms and conditions, the CBD Online Banking Terms and Conditions, we ask that you take further steps in relation to the security of your CBD Mobile Banking Service as follows:
- Protect your mobile device by using a pin number to lock and unlock the keypad.
 - Ensure any information shown or stored on your phone is kept secure.
 - Always log off from the mobile banking service once you have finished.
 - Never disclose or write down your mobile banking passcode.
 - Never choose a passcode which may be easy to guess by others, or you have been using for any other application or website.
 - If you believe your security details have been compromised, contact us immediately.
- 3.2 You will be responsible for all instructions given by you or anyone acting with your authority whilst using the CBD Mobile Banking Service. Please note that this includes any input errors or instructions sent by someone other than yourself so please do not leave your mobile device unattended while you are still logged onto the CBD Mobile Banking Service.
- 3.3 You must advise us of any change to your mobile phone number or email address.

4. Charges

- 4.1 We do not currently charge you for the CBD Mobile Banking Service. However, your mobile phone network provider may charge you for use of data services and you should check your tariff and any data limits with your provider. In particular, charges may vary if you access the CBD Mobile Banking Service from outside the United Arab Emirates.
- 4.2 We may introduce new charges in relation to your CBD Mobile Banking Service by notifying you personally not less than 60 days before the change comes into effect.

5. Term and Termination of Service

- 5.1 You are free to cancel the CBD Mobile Banking Service at any time. You can do this within the "Settings" option.
- 5.2 It is your responsibility to remove the Application from your mobile device if you change your mobile device or dispose of it.
- 5.3 We may stop or suspend your use of the CBD Mobile Banking Service for the following reasons:
- If you seriously or repeatedly break these Terms and Conditions or the conditions of your Account
 - Where we have good reason to suspect there may be fraudulent activity on your account.

6. License For The Application (The "License")

- 6.1 We hereby grant to you a non-assignable, non-transferable, non-exclusive License to use the Application (and any updates made available to you from time to time provided you understand such updates may be subject to additional terms notified to you at the time such update is made available) subject to the following obligations and/or restrictions:
- 6.1.1 You may only use the Application on one single registered mobile device belonging to you or under your control. You will need to register separately each additional or replacement mobile device;
- 6.1.2 You may only use the Application for the purpose of receiving the Mobile Banking Service and for no other purpose whatsoever;
- 6.1.3 The Application is provided "as is" with no warranty, guarantee or representation as to its functionality. We (not your mobile device or app store provider or any of our licensors) shall be responsible for addressing any claims you or a third party may have in relation to the Application and your mobile device or app store provider and our licensors shall have no liability in relation to the Application (including without limitation in relation to the sale, distribution or use thereof, or the performance or non-performance of the Application). If you have any complaint in relation to the CBD Mobile Banking Service or the Application please contact your customer service center.
- 6.1.4 The Application is licensed by us to you only and you shall not assign, sub-license or grant any rights of use or any other rights in respect of the mobile banking app to any other person;
- 6.1.5 You shall not copy or reproduce in any way the Application or any part of it;
- 6.1.6 You shall not alter, modify or adapt the Application or any part of it;
- 6.1.7 You shall not remove or tamper with any copyright notice attached to or contained within the Application and you acknowledge and agree that between us and you all responsibility (including maintenance and support) content and ownership in the Application remains with us;
- 6.1.8 You represent and warrant that you are not located in a country that is subject to a US embargo or that has been designated as a "terrorist supporting" country and not listed on any US government list of prohibited or restricted parties;
- 6.1.9 You must when using the Application comply with the terms and conditions applicable to the use of your mobile device and your data or network provider;
- 6.1.10 On any termination of the CBD Mobile Banking Service all rights granted to you in respect of the Application shall immediately cease.
- 6.2 The License shall commence upon your acceptance of the License or when you install the Application (whichever is first) and shall continue until terminated. The License will terminate automatically if you cancel the CBD Mobile Banking Service and/or uninstall the Application, or fail to comply with any term or condition of the License. Upon termination of the License for any reason whatsoever you must uninstall the Application and destroy all copies of the Application including all components of it in your possession.

CBD SMS BANKING TERMS AND CONDITIONS

1. General Information and Definitions

- 1.1 The CBD SMS Banking Terms and Conditions and CBD General Terms and Conditions of Accounts and Banking Services, and the terms and conditions for each of the Accounts you hold with us, form the agreement between you and us.
- 1.2 CBD SMS Banking contains general information about the Bank products and services, which does not constitute an offer to enter into a legally binding contract and does not form part of the terms and conditions for such products and services. At CBD SMS Banking, the Bank does not offer financial services or products nor is the information intended to be taken as financial advice and does not take into account any Customer's individual requirements and circumstances.
- 1.3 Defined terms used in these CBD SMS Banking Terms and Conditions are set out below and are in addition to the definitions contained in the CBD General Terms and Conditions of Accounts and Banking Services.

Alerts: shall mean the customized messages sent to the Customer over his mobile phone as short messaging service ("SMS") in response to the settings specified by the Customer,

CBD SMS Banking: means any service we offer that enables you to receive information from us through the telephone, in relation to an Account or other matter.

Facility: shall mean the Mobile Alerts Banking Facility service or other facility provided by the Bank of access to information relating to the Account of the Customer and usage of product and other services as may be made available on the mobile phone by the Bank from time to time through mobile phone.

Mobile Phone Number: shall mean the number specified by the Customer on the CBD Site, through the call center or in writing either through any form provided by the Bank or otherwise for the purpose of availing the Facility.

Triggers: means the customized triggers that are required to be set by the Customer with Bank, which shall enable Bank to send the Alerts relating to his Account.

2. Eligibility and Registration

- 2.1 Any Customer of the Bank having an Account with the Bank is eligible to avail the Facility.

3. Usage of CBD SMS Banking Facility Service

- 3.1 The Customer shall use only a mobile phone registered in his name and should have the same address as provided to the Bank and the number of which has been informed to the Bank to access the said facility.
- 3.2 We shall not be responsible for any error made by the user while setting Triggers.
- 3.3 We may, from time to time, change the features of any Trigger or Alert. The Customer shall be required to keep himself updated and informed of the available Triggers or Alerts.

4. Setting Triggers and Receiving Alerts

- 4.1 The Customer will be auto registered for all debit and credit transactions after opening the account with his primary mobile number registered with the Bank.
- 4.2 The responsibility of the Bank shall not exceed beyond effecting the instructions of the Customer in best possible ways and shall not be responsible to verify the authenticity of the TPIN or any password used to avail the Facility or acknowledge receipt of any instruction or trigger.
- 4.3 The Bank may, in its discretion, not give effect to any Triggers if the Bank has reason to believe (which decision of the Bank shall be binding on the Customer) that the Triggers are not genuine or otherwise improper or unclear or raise a doubt or in case

- any Triggers cannot be put into effect for any reasons whatsoever.
- 4.4 The Customer is responsible for intimating to the Bank any change in his Mobile Phone Number or the loss/ theft or disconnection of his mobile phone or email address or Account details and the Bank will not be liable for sending Alerts or other information over the Customer's mobile phone number/email address /fax number recorded with the Bank. Such information shall be informed to the Bank in writing or by Fax or e-mail and the Bank shall act on it within a reasonable time.
- 4.5 The Customer acknowledges that to receive Alerts, his Mobile Phone Number must be active and accessible. The Customer acknowledges that if the Customer's Mobile Phone Number remains inaccessible for a continuous period (such period dependent upon service providers) from the time an Alert message is sent by the Bank, that particular message may not be received by the Customer. The Bank shall not be responsible for any such inaccessibility due to the above said reason or due to any force majeure circumstances.
- 4.6 The Customers accepts that there shall be an activation period before the Customer can avail the Facility to process the Trigger requests.
- 4.7 The Customer acknowledges that the Facilities provided is dependent on the infrastructure, connectivity and services provided by service providers engaged by the Bank. The Customer accepts that timeliness, accuracy and readability of Alerts sent by the Bank will depend on factors affecting other service providers engaged by the Bank. The Bank shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the Customer.
- 4.8 The Bank shall endeavor to provide the Facility on a best effort basis and the Customer shall not hold the Bank liable for non-availability of the Facility or non-performance by service providers, if any, engaged by the Bank or any loss or damage caused to the Customer as a result of use of the Facility (including relying on the Alerts for the Customer's commercial, investment or business purposes). The Bank shall not be liable in any manner to the Customer in connection with the use of the Facility.
- 4.9 The Customer accepts that each Alert may contain certain Account information relating to the Customer. The Customer authorizes the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant. The Bank shall states that the gateway for transmitting the information is secured and Bank shall endeavor to maintain the confidentiality, secrecy and security of the personal or Account information being sent through the Facility.
- 5. Fees Chargeable For Providing the Facility**
- 5.1 The Bank reserves the right to charge the Customer with a certain fee for providing the said Facility (which are subject to change in the future without prior notice) which shall be exclusive of charges payable by the Customer to any service provider.
- 5.2 The Customer may at any time discontinue or unsubscribe to the said Facility after clearing any dues payable to the Bank in relation to the usage of the said facility.
- 6. Authorization**
- 6.1 The Customer irrevocably and unconditionally authorizes Bank to access all his Accounts for effecting Banking or other transactions of the user through the Facility.
- 6.2 The Customer expressly authorizes the Bank to disclose to the service provider or any other third party, all user information in its possession, as may be required by them to provide the services to the Customer.
- 6.3 The authority to record the transaction details is hereby expressly granted by the Customer to Bank. All records of Bank generated by the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions.
- 6.4 The Customer authorizes the Bank to send any message or make calls to his mobile phone to inform him about any promotional offers including information regarding banks' new products either now available or which the Bank may come up with in the future, greetings or any other message that the Bank may consider appropriate to the user.
- 6.5 The Customer irrevocably and unconditionally agrees that such calls or messages made by the Bank and or its agents shall not be construed as a breach of the privacy of the user and shall not be proceeded against accordingly.
- 7. Accuracy of Information**
- 7.1 The Customer takes the responsibility for the correctness of the information supplied by him to the Bank through the use of the said Facility or through any other means such as electronic mail or written communication.
- 7.2 The Customer herein accepts that in case of any discrepancy in the information provided by him with regard to this Facility, the onus shall lie upon the Customer only and thus agrees to furnish accurate information at all times to the Bank. If the Customer suspects that there is an error in the information supplied by Bank to him, he shall inform the Bank immediately. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis.
- 7.3 The Bank agrees that it shall to the best of its ability and effort try to provide accurate information at all times. However, the Bank shall not be responsible for any inadvertent errors or omissions that may occur due to reasons beyond the control of the Bank.
- 7.4 The Bank shall also not be responsible for any incidental error which occurs in spite of necessary steps being taken by the Bank to ensure the accuracy of the information provided to the Customer and the Customer shall not have any claim against the bank in an event of any loss/damage suffered by the Customer as a consequence of the inaccurate information provided by the Bank.
- 8. Liabilities and Responsibilities of the Customer**
- 8.1 The Customer shall be responsible for the accuracy of any information provided by the Customer for availing the Facility.
- 8.2 The Customer shall be responsible for activating the service after the Bank intimates him and the Bank shall not be responsible for any delay on the Customer's part.
- 8.3 The Customer is solely responsible for protecting his Telephone Banking Password Identification Number (TPIN)/ Mobile Phone Number and any password given by Bank for the use of the Facility. The said password should not be disclosed to a third party.
- 8.4 The Customer shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the Customer, the Customer shall be liable for damages to the Bank.
- 8.5 The Customer shall be liable to the Bank for any kind of unauthorized or unlawful use or disclosure of any of the abovementioned passwords or of the said Facility or any fraudulent or erroneous instruction given and any financial charges thus incurred shall be payable by the Customer only.
- 8.6 The Customer accepts that for the purposes of the said Facility any transaction emanating from the given Mobile Phone and Mobile Number shall be assumed to have initiated by the Customer.
- 8.7 It shall be the responsibility of the Customer to update himself with regard to any information relating to the services as the Bank may decide to provide certain other additional services or cease to provide some or all services under the said Facility. The Bank shall not be responsible for any disregard on the part of the Customer.
- 8.8 The Customer shall be liable for all loss if he has breached the terms and conditions contained herein or contributed or caused the loss by negligent actions or a failure on his part to advise the Bank within a reasonable time about any unauthorized access in the Account.
- 9. Modification/ Alterations to the Facility**
- The Bank reserves the absolute discretionary right to make any amendments in the given terms and condition at any time as it may deem fit without a prior notice. Any such amendment shall be communicated to the Customer via email or by displaying

on the CBD Site or through the Facility which ever is suitable; and shall be applicable to the Customer availing the Facility and this shall be deemed as sufficient notice to the Customers.

10. Termination of the Facility

10.1 The Customer may request for termination of the Facility any time by giving a written notice to the Bank or by calling CBD Call Centre. In case the Customer requests termination of the Facility, the Facility shall stand terminated only from that time when the Customer receives an SMS from CBD Phone Banking confirming the termination of the said Facility.

10.2 Notwithstanding the termination of the said Facility, the Customer shall remain accountable for all the transactions made prior to any such cancellation on the Customer's account. The Bank may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the Customer. The Bank may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility. The Bank shall endeavor to give a reasonable notice for withdrawal or termination of the Facility. The closure of all Accounts of the Customer will automatically terminate the Facility. The Bank may suspend or terminate Facility without prior notice if the Customer has breached these terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the Customer.

CBD PHONE BANKING TERMS AND CONDITIONS

1. General Information and Definitions

1.1 The CBD Phone Banking Terms and Conditions with the CBD General Terms and Conditions of Accounts and Banking Services, the terms and conditions for each of the Accounts you hold with us form the agreement between you and us.

1.2 All General Terms and Conditions applicable to CBD Online Banking are applicable to CBD Phone Banking unless otherwise specified hereunder.

1.3 CBD Phone Banking contains general information about the Bank products and services, which does not constitute an offer to enter into a legally binding contract and does not form part of the terms and conditions for such products and services. At CBD Phone Banking, the Bank does not offer financial services or products nor is the information intended to be taken as financial advice and does not take into account any Customer's individual requirements and circumstances.

1.4 Defined terms used in these CBD Phone Banking Terms and Conditions are set out below and are in addition to the definitions contained in the CBD General Terms and Conditions of Accounts and Banking Services.

CBD Phone Banking: means any service we offer that enables you to receive information from us and to transmit instructions to us through the telephone, in relation to an Account or other matter.

Facility: shall mean the CBD Phone Banking Facility service or other facility provided by the Bank of access to information relating to the Account of the Customer and usage of product and other services as may be made available by the Bank from time to time through the telephone.

FTIN: means the Financial Telephone Identification Number

TIN: means the Telephone Identification Number

2. Eligibility and Registration

2.1 Any Customer of the Bank at a location where CBD Phone Banking Service is extended and having an Account with the Bank is eligible to avail the Facility based on eligibility norms as prescribed by the Bank from time to time. Such a Customer should both be the account holder and the sole signatory or be authorized to act independently. An account in the name of a minor or an Account, in which a minor is a joint account holder or any joint account holder, is not eligible for CBD Phone Banking Service.

2.2 Eligible Customers desirous of availing the Facility shall be required to apply to the Bank using the CBD Online Banking services or by the way of submitting an application in the specified form (as prescribed by the Bank) constituted an integral part of these Terms and Conditions, duly completed. Acceptance of any application made shall be subject to the verification of all the information provided by the Customer through any mode as decided by the Bank. The Bank shall be entitled at its sole discretion to accept or reject any application received at locations where CBD Phone Banking Service is available for a Customer who is not eligible as per the Bank's procedures and policies.

2.3 The applicant Customer shall only be allowed to use the Facility after due processing of the application and the registration of the information furnished by the Customer with the bank. By applying for the CBD Phone Banking Service, the Customer acknowledges and accepts these terms and conditions.

3. The Services

3.1 If the Facility is availed to the Customer, the Bank agrees to provide the CBD Phone Banking Service by giving instructions through the 24-hour Interactive Voice Response ("IVR") System and to avail the CBD Phone Banking Service, Customers are required to identify their selves to the Phone Banking system by successfully entering the TIN, FTIN, TOKEN or any other verification tool introduced by the Bank as per the procedures decided by the Bank from time to time. The transactions done post the successful validation shall be binding on the Customer and the relevant records of which will be admissible in the event of any dispute.

3.2 The Bank will provide a 4-6 digits TIN /FTIN and or access TOKEN of which the Customer will maintain secrecy and ensure that the same is kept confidential. The TIN/ FTIN may subsequently, be changed by the Customer, at their own risk, by using the Phone Banking IVR System. The Bank will not be responsible if any unauthorized person including any employee or representative of the Bank, voluntarily, accidentally or by mistake, have access to the TIN/ FTIN. If the User forgets, loses, misplaces the TIN/ FTIN ceases to remain secret, the customer undertakes to inform the Bank immediately.

3.3 Customer should maintain TIN, FTIN, TOKEN or any other access tool provided by the Bank in a safe guard and not to be shared with anyone else. The Customer will be fully responsible for any misuse of the same. The Bank has no means of verifying the identity of the person giving the telephone instructions and any transaction made will be binding on the Customer, subject to the successful validation.

3.4 Customer may request for the issue of a new TIN through CBD Phone Banking Service agents or have the TIN re-issued through the Phone Banking system, as per the current applicable procedure. A new TIN will be issued after the necessary authentication procedures are carried out. The issuance of a new TIN shall not be construed as the commencement of a new contract. The same applies for the FTIN but issuance and re-issuance of FTIN will happen in the Bank branch or through Online Banking Service. For TOKEN, all terms and conditions related to TOKEN applies while using CBD Phone Banking Service.

3.5 The facility of financial transactions will be provided in accordance with the procedures as decided by the Bank from time to time and subject to successful validation. The Bank will endeavor to effect such transactions received through CBD Phone Banking Service subject to sufficient balance available in the Account or credit card.

3.6 The Bank may from time to time impose maximum and minimum limits on financial transactions. The Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. All the records of the Bank generated by the transactions arising out of the use of the CBD Phone Banking Service, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction, and admissible evidence in case of any dispute.

4. Fees Chargeable For Providing the Facility

4.1 The Bank reserves the right to charge the Customer with a certain fee for providing the said Facility (which are subject to change in the future without prior notice) which shall be exclusive of charges payable by the Customer to any service provider.

4.2 The Customer may at any time discontinue or unsubscribe to the said Facility after clearing any dues payable to the Bank in relation to the usage of the said facility.

5. Authorization

5.1 The Customer irrevocably and unconditionally authorizes Bank to access all his Accounts for effecting Banking or other transactions of the user through the Facility.

5.2 The Customer expressly authorizes the Bank to disclose to the service provider or any other third party, all user information in its possession, as may be required by them to provide the services to the Customer.

5.3 The authority to record the transaction details is hereby expressly granted by the Customer to Bank. All records of Bank generated by the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions.

5.4 The Customer authorizes the Bank to send any message or make calls to his mobile phone to inform him about any promotional offers including information regarding banks' new products either now available or which the Bank may come up with in the future, greetings or any other message that the Bank may consider appropriate to the user.

5.5 The Customer irrevocably and unconditionally agrees that such calls or messages made by the Bank and or its agents shall not be construed as a breach of the privacy of the user and shall not be proceeded against accordingly.

6. Accuracy of Information

6.1 The Customer takes the responsibility for the correctness of the information supplied by him to the Bank through the use of the said Facility or through any other means such as electronic mail or written communication.

6.2 The Customer herein accepts that in case of any discrepancy in the information provided by him with regard to this Facility, the onus shall lie upon the Customer only and thus agrees to furnish accurate information at all times to the Bank. If the Customer suspects that there is an error in the information supplied by Bank to him, he shall inform the Bank immediately. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis.

6.3 The Bank agrees that it shall to the best of its ability and effort try to provide accurate information at all times. However, the Bank shall not be responsible for any inadvertent errors or omissions that may occur due to reasons beyond the control of the Bank.

6.4 The Bank shall also not be responsible for any incidental error which occurs in spite of necessary steps being taken by the Bank to ensure the accuracy of the information provided to the Customer and the Customer shall not have any claim against the bank in an event of any loss/damage suffered by the Customer as a consequence of the inaccurate information provided by the Bank.

7. Liabilities and Responsibilities of the Customer

7.1 The Customer shall be responsible for the accuracy of any information provided by the Customer for availing the Facility.

7.2 The Customer shall be responsible for activating the service after the Bank intimates him and the Bank shall not be responsible for any delay on the Customer's part.

7.3 The Customer is solely responsible for protecting his Telephone Banking Password Identification Number (TPIN), TIN, FTIN, TOKEN, Mobile Phone Number and any password given by Bank for the use of the Facility. The said password should not be disclosed to a third party including any of the Banks employees, representatives, agents, etc.

7.4 The Customer shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the Customer, the Customer shall be liable for damages to the Bank.

7.5 The Customer shall be liable to the Bank for any kind of unauthorized or unlawful use or disclosure of any of the abovementioned passwords or of the said Facility or any fraudulent or erroneous instruction given and any financial charges thus incurred shall be payable by the Customer only.

7.6 The Customer accepts that for the purposes of the said Facility any transaction emanating from the given TIN, FTIN or TOKEN shall be assumed to have initiated by the Customer.

7.7 It shall be the responsibility of the Customer to update himself with regard to any information relating to the services as the Bank may decide to provide certain other additional services under the said Facility. The Bank shall not be responsible for any disregard on the part of the Customer.

7.8 The Customer shall be liable for all loss if he has breached the terms and conditions contained herein or contributed or caused the loss by negligent actions or a failure on his part to advise the Bank within a reasonable time about any unauthorized access in the Account.

8. Modification/ Alterations to the Facility

The Bank reserves the absolute discretionary right to make any amendments in the given terms and condition at any time as it may deem fit without a prior notice. Any such amendment shall be communicated to the Customer via email or by displaying on the CBD Site or through the Facility which ever is suitable; and shall be applicable to the Customer availing the Facility and this shall be deemed as sufficient notice to the Customers.

9. Termination of the Facility

9.1 The Customer may request for termination of the Facility any time by giving a written notice of at least 15 days to the Bank. In case the Customer requests termination of the Facility, the Facility shall stand terminated only from that time when the Customer is informed by the termination of the said Facility.

9.2 Notwithstanding the termination of the said Facility, the Customer shall remain accountable for all the transactions made prior to any such cancellation on the Customer's account. The Bank may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the Customer. The Bank may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility. The Bank shall endeavor to give a reasonable notice for withdrawal or termination of the Facility. The closure of all Accounts of the Customer will automatically terminate the Facility. The Bank may suspend or terminate Facility without prior notice if the Customer has breached these terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the Customer.

CBD FACEBOOK BRANCH TERMS AND CONDITIONS

1. CBD Facebook Branch

Commercial Bank of Dubai PSC (hereinafter "CBD"), allows access and use of the CBD Online Banking (hereinafter "Online Banking") from its Facebook application (hereinafter "CBD Facebook Branch").

By accessing CBD Facebook Branch and the materials and information contained herein, you accept that you have read, understand and agree to be bound by these General Conditions of Access and Use. The contents of this application are intended for general information purposes only and should not be used as any form of advice.

The contents of this application are provided "as is" and "as available" without any warranties of any kind.

All information and materials in this application belongs to CBD, unless otherwise stated. Any unauthorized use or reproduction of the information or materials in the CBD website/application is strictly prohibited.

All information contained in this application/website are subject to change with immediate effect and without notice.

CBD cannot be held responsible for any damages or losses in connection with this application/website, including but not limited to direct or indirect third party software, hardware, virus, delay, error, omission, defect, system failure or security problems.

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The hyperlinks to other websites are provided for your convenience only. CBD does not endorse nor control contents and hyperlinks provided by these websites or the third-party websites including a link to the CBD website.

CBD holds the right to accept your eligibility for its services and products.

CBD and its subsidiaries retain all (intellectual property) rights, including copyrights, trademarks, and patents in relation to all information provided on or via the web site, including all texts, graphics and logos. You may not copy, download, publish, distribute or reproduce any of the information contained on this application/website in any form without the prior written consent of CBD or the appropriate consent of the owner. You may only printout or download information if it is for your own personal use.

2. Purpose of the CBD Facebook Branch

CBD Facebook Branch is a new channel that CBD offers its customers to access and use the Online Banking, through the social network Facebook, on the terms and conditions set forth in these terms access and use. For matters not covered in these conditions of access and use, the CBD Online Banking General Terms and Conditions apply to the CBD Facebook Branch.

Through this application, you can access the service on CBD Facebook Branch: consulting the information; providing banking and/or payment facilities available on this site and receiving communications.

This application was designed by and for CBD for the limited purpose of communicating with the customers, investors and the general public, and for extending limited functionalities of CBD Online Banking to existing online banking customers.

We recommend that you read carefully the conditions concerning the protection of personal data and privacy, as well as those concerning responsibility for the custody of identifiers and passwords when signing for CBD Facebook Branch. If you are unsure to know the extent of these conditions, you should not complete the process of registration or, where applicable, must request to be unsubscribed.

In any case, you may obtain additional information and appropriate explanations through the website of CBD or through the official channels of Customer Service of CBD.

To access and use the CBD Facebook Branch, you should read these Terms of Access and Use, and accept them.

3. Conditions of Access and Use Applicable to CBD Facebook Branch

3.1 Registry and Access to CBD Facebook Branch

For registration and access to the Online Banking on Facebook, you must already hold the electronic banking service of CBD Online Banking. You must know that the Registration and access is exclusive to customers of CBD. You must also complete the necessary registration data prior to

Access and use of this application. The activation process of access consists of three phases:

- a) Mandatory acceptance of these Terms of Access and Use, available in Online Banking;

- b) Record your login and login to Facebook;

- c) Confirmation of high through its (s) key (s) of electronic signature Online Banking.

Once the registration process is complete, you can access the service online through the social network Facebook.

3.2 Electronic signature of CBD Facebook Branch

If you are not registered for CBD Online Banking, you need to register first.

Once the registration for CBD Online Banking is done, you have to login to your Facebook account and search for Commercial Bank of Dubai, click on Facebook Branch tab and then register or link your Online Banking with the Facebook Branch application.

4. Basic Services of CBD Facebook Branch

You can access the following services in CBD Facebook Branch:

- You will have access to the available information regarding products and services contracted with CBD;
- You will have the possibility to execute available orders relating to banking and / or payment; and
- You will have the possibility to subscribe to new services and/or products provided that you are eligible for.

5. Breach of the Terms of Use

CBD may adopt rules and security measures which it considers appropriate to ensure access and participation by You developed in accordance with the Conditions of Access and Use and subject to the provisions of the current applicable rule.

At any time, CBD may require any information and documentation deemed necessary to verify compliance with any of the Terms of Use. CBD may, at any time block, restrict or temporarily suspend or permanently remove the keys provided by CBD for the access and use of Service when CBD have the suspicion or knowledge that you violate the provisions of the Terms of Use and / or any applicable legal regulations.

6. Responsibilities

6.1 Responsibility of CBD for managing the Service

CBD will be only liable for actual damages and damages directly caused by it, such as service provider of CBD Facebook Branch but in all cases such liability will not include compensation for lost profits.

CBD is not liable in case of damages caused by:

- a) Negligence in the use and custody of your passwords and signature on CBD Facebook Branch including damage caused by improper use authorized third party.
- b) Interference, omissions, interruptions, computer viruses, telephone breakdowns or disconnections in the operation of CBD Facebook Branch, due to causes unrelated to CBD or those who collaborate with it in the provision and operation of CBD Facebook Branch; and
- c) The information and contents included in the CBD Facebook Branch.

6.2 Responsibilities of the owner for use of the Service

Without prejudice to the other conditions of the Service, you will be responsible for the breach of any of the obligations under these Conditions of access and use the Service.

Especially, you will answer for breach of the duties of custody, secret and personal

use of the ID and password (s) access and signature. CBD can block your access to the Service, without any prior notice, if CBD becomes aware of any breach.

7. Amendment of the Terms of Access and Use

CBD reserves the right to unilaterally modify at any time these Terms and Conditions by publication with a minimum of 7 days from the date on which they are to enter into force. New Terms and Conditions shall apply thereafter to all users and in case of disagreement with the proposed new conditions you may request to cancel the service.

8. Unsubscribe Service

Access to and use CBD Facebook Branch is indefinite. At any time, you may request to unsubscribe.

9. Security

Access to CBD Facebook Branch must be made through electronic devices under your control. You are responsible for taking the necessary measures to ensure the safety and operation of such devices that are reasonable according to the state technology at all times and undertakes to comply with the safety recommendations provided to it by CBD and warnings contained in these terms and conditions.

10. Communication policy and claims

From the time of acceptance of these legal terms, the CBD Facebook Branch is constituted, as a means of communication recognized for receiving those communications regarding providing this service. You can also contact us through the classic channels by directing any request to the Customer Service 800 223 (CBD) or through www.cbd.ae.

11. Applicable law and jurisdiction

These Conditions of Access and Use are subject to the laws applicable in the United Arab Emirates. Any dispute arising out of or in connection with these Conditions of Access and Use, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by Dubai Courts.

PRIVACY POLICY

Collecting and Using Information

1. Personal Information We Collect Online

Personal Information means personally identifiable information such as information you provide via forms, surveys, applications or other online fields including name, postal or email addresses, telephone, fax or mobile numbers, or account numbers.

2. How We Use Personal Information

We use Personal Information:

- o to respond to your inquiries and fulfill your requests;
- o to send you important information regarding the CBD Site, changes to terms, conditions, and policies and/or other administrative information;
- o to send you marketing communications that we believe may be of interest to you;
- o to personalize your experience on the CBD Site by presenting content, ads or offers tailored to you;
- o to allow you to apply for products or services and evaluate your eligibility for such products or services;
- o to verify your identity and/or location in order to allow access to your accounts, conduct online transactions and to maintain measures aimed at preventing fraud

and protecting the security of account and Personal Information;

- o to allow you to participate in surveys, sweepstakes, contests and similar promotions and to administer these activities. Some of these activities have additional rules, which may contain additional information about how Personal Information is used and shared;
- o to allow you to use any CBD Site financial planning tools. Please note that some planning tools require that you provide Personal Information to, whereas others do not. Information that you enter into one of these planning tools may be stored for future access and use. You have the option not to save the information;
- o to consolidate your financial account information at one online location; understand what product or service may be of interest to you; and present you with offers;
- o to collect through our social media pages and interactions with you to assist in verifying your identity and account status. We may combine this information with information we already have;
- o to enhance the CBD Site, identifying usage trends and determining the effectiveness of promotional campaigns;
- o for risk control, for fraud detection and prevention, to comply with laws and regulations, and to comply with other legal process and law enforcement requirements.

3. Other Information We Collect Online

Other Information is any information other than Personal Information that does not reveal your specific identity or does not directly relate to an individual, such as browser information, information collected through cookies, pixel tags and other technologies, demographic information, other information provided by you such as your date of birth or household income, and aggregated and de-identified data.

You can be located automatically when using CBD Mobile Applications if you activated the location services on your smartphone. It is clarified that CBD performs conservation of historical location data for different reasons including but not limited to marketing purposes. It is reminded that CBD will not be held responsible for any use that is made of the automatic Location data related to mobile phones including GPS, particularly regarding private and personal data that are managed directly by mobiles phones providers.

4. How We Collect and Use Other Information

We and our third-party service providers may collect and use Other Information in a variety of ways, including but not limited to:

- o Through your browser: Certain information is collected by most browsers, device type, screen resolution, operating system version and internet browser type and version. We use this information to ensure CBD Site function properly and for security purposes.
- o Using cookies: Cookies are pieces of information stored directly on the device you are using. Cookies we use do not contain or capture unencrypted Personal Information. Cookies allow us to collect information such as browser type, time spent on the CBD Site, pages visited, language preferences, and your relationship with us. We use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize/customize your experience while visiting the CBD Site, and to recognize your device to allow your use of our online products and services. We collect statistical information about the usage of the CBD Site in order to continually improve the design and functionality, to monitor responses to our advertisements and content, to understand how account holders and visitors use the CBD Site and to assist us with resolving questions regarding the CBD Site. We also utilize cookies for our online advertising purposes.

You can refuse to accept these cookies and most devices and browsers offer their own privacy settings for cookies. You will need to manage your cookie settings for

each device and browser you use. However, if you do not accept these cookies, you may experience some inconvenience in your use of the CBD Site and some online products and services. For example, we will not be able to recognize your device and you will need to answer a challenge question each time you log on. You also may not receive customized advertising or other offers from us that may be relevant to your interests and needs.

5. How We Share Personal Information

• We May Share Information with Our Affiliates

In order to provide financial services to you, we may share certain information about you with our affiliates. We may share personal information (such as name, address and account number) and account information (such as type of accounts, account balances and transaction history) with our affiliates so that they can serve you more efficiently. Our affiliates maintain the same privacy standards as we do.

• We May Share Information with Third-Party Service Providers

In order for us to conduct our operations, including servicing your account or processing your transactions, we may need to share information with our service providers, including data processing companies, cheque, ATM, and other payment processing companies, payment networks, loan service providers, insurance companies, collection agencies, credit reporting agencies and financial service providers with whom we have joint marketing agreements. These service providers act on our behalf and have agreed in writing to keep the customer information we provide to them confidential. We do not share your account numbers with independent third-party marketers offering their own products and services. While we may assist in offering financial products and services of our affiliates or other financial service providers, we control the customer information used in connection with these offers.

• We May Share Information as Legally Required or Permitted

We may share your customer information in response to a lawful request issued by a court, a government agency, a regulatory authority or as permitted by law. We may also share your information in response to a request made by a merchant or business necessary to effect, administer or enforce a transaction that you had requested or authorized in connection with the servicing or processing of a financial product or service, or to maintain or service your account with us.

Mobile Applications

Commercial Bank of Dubai's mobile applications ("Applications") allows you to access your account balances and holdings, transfers and pay bills on your mobile device. This Policy applies to any Personal Information or Other Information that we may collect through the Applications.

Linking to other sites

We may provide links to third party websites. If you follow links to websites not affiliated or controlled by us, you should review their privacy and security policies and other terms and conditions, as they may be different from those of CBD Site. Commercial Bank of Dubai does not guarantee and is not responsible for the privacy or security of these websites, including the accuracy, completeness, or reliability of their information.

Security

To protect Personal Information from unauthorized access and use, we use security measures. These measures may include device safeguards and secured files and buildings as well as oversight of our third party service providers to ensure information remains confidential and secure.

Making sure information is accurate

Keeping your account information accurate and up to date is very important. If your account information is incomplete, inaccurate or not current, please update your

information on our CBD Site, or call or write to us at the telephone numbers or appropriate address for changes listed on your account statements, records, online or other account materials. You can also speak to a customer representative.

Updates to this Privacy Policy

This Policy is subject to change. Please review it periodically. Any changes to this Policy will become effective when we post the revised Policy on the CBD Site. Your use of the CBD Site following these changes means that you accept the revised Policy.

SOCIAL COMMUNITY

We have an active social media presence to help us stay in touch with you and serve you better. We encourage everyone to use common courtesy, be respectful of others and follow our guidelines to foster healthy social communities and to protect your privacy.

Privacy and Security Policies

With respect to content collected through our Social Media, CBD follows Facebook's privacy policy. Please note that when visiting any official CBD social media pages, when applicable you are also subject to the terms and conditions of CBD's privacy policy and general terms of use, as well as individual social media channels terms of service and privacy policy. To protect your privacy and the privacy of others, please do not include personally identifiable information such as ID numbers, account numbers, phone numbers or e-mail addresses in any comment or post. If you do include personally identifiable information in your comment, your comment or post may be deleted.

Monitoring the Use of Social Media Tools

Guidance to help identify unsuitable content and be an effective moderator is crucial. User Generated Content (UGC) or content provided by other people into a social media channel which represents CBD (e.g. a blog) should always be moderated. The objective of moderating content before it is published is two-fold:

- To ensure unsuitable content is not published into a channel associated with CBD
- To ensure comments made on blogs are clear and appropriate to the content/subject matter of the blog in question

Moderation is NOT designed to:

- Censure people from expressing their opinions
- Correct grammatical or spelling errors in comments, except where such errors detract from the intended meaning of the comment.

As a general rule, comments should be published by moderators as close to the form and format in which they were input by the person making the comment with the bare minimum of changes, provided they are clear, appropriate and do not contain unsuitable content.

Postings should not be published if they:

- Are against the values of CBD or the UAE
- Are considered likely to provoke, attack or offend others
- Are racist, homophobic, unacceptable, abusive or otherwise objectionable
- Contain swear words or other language likely to offend
- Break the law or condone or encourage unlawful activity
- Are seen to impersonate someone else

- Describe or encourage activities which could endanger the safety or well-being of others
- Are posted anonymously
- Contain any personal photos
- Used for promoting personal business
- Are regarding the bank's peers and competitors, legal matters and undisclosed material information.

Unsuitable Links:

- Links to external websites are permitted as long as they are not deemed to be unsuitable. A web page is labeled as unsuitable if it contains, or directly links to material which is:

Offensive:

- Unacceptable content
- Text and images are likely to offend most people
- Hate sites (on grounds of race, religion, politics, gender or sexual orientation)
- Gratuitous violence

Unlawful:

- Condone or encourages unlawful acts
- Breaches copyright law or encourages others to do so
- Defamatory and/or in contempt of court
- Hacking or other technical disruption to online services.

Presents access or safety problems:

- Pay-to-view or other subscription sites
- Sites which might compromise the CBD network (e.g.: sites which initiate a download)