



## CBDiBusiness Customer Setup Form

Date: \_\_\_\_\_

### Note

- Please initial on all the pages
- All fields marked with \* are mandatory.

### Service Package

Please [tick] your choice

- Enquiry only                       Enquiry & Transaction initiation

### Company Details

Company Name\* (herein known as the Customer)

Address for communication\*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax\*: \_\_\_\_\_

PO Box: \_\_\_\_\_ Emirates \_\_\_\_\_

### Contact Details

Please provide the contact details of the Authorized Customer Representative to handle correspondence with the Bank including the delivery and acknowledgement of login, security tokens

#### Contact Person\* 1

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

#### Contact Person 2

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

### System Administrator

#### Administrator ID

(company short name\_admin, eg: abc\_admin)

Number of Users (1 login device for each user)





## Customer Acknowledgement

We understand and agree the Bank's terms and conditions for the provision of CBDiBusiness service, a copy of which was provided with this form. We represent and warrant that the signatory (ies) below is/are duly authorised by us to enter into this agreement on our behalf.

\_\_\_\_\_

**Authorised Signature and Company Stamp\***

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

**Authorised Signature and Company Stamp**

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

## For Bank Use Only

Customer IRIM \_\_\_\_\_

### Transaction Banking

**Enrolled by:**

Name \_\_\_\_\_

Designation \_\_\_\_\_

Signature and Date \_\_\_\_\_

**Approved by:**

Name \_\_\_\_\_

Designation \_\_\_\_\_

Signature and Date \_\_\_\_\_



## CBDiBusiness Banking Services Agreement

The CBDiBusiness Customer Agreement is made on \_\_\_\_\_ 20\_\_\_\_, entered into between Commercial Bank of Dubai and

The customer \_\_\_\_\_

Having its address \_\_\_\_\_

### 1 Meaning of words

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

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

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

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

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

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

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

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

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

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

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

**Client** means \_\_\_\_\_, including its Personnel, successors, assigns and, in relation to its rights to use CBDiBusiness Banking Service, any other authorised person acting within his or her authority.

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

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



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

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

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

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

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

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

Words importing the singular include the plural and vice versa.

## 2 CBDiBusiness Banking Services

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

## 3 Materials provided with CBDiBusiness Banking Service

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

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

## 4 Intellectual Property Rights

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

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

- (a) transfer any of those Intellectual Property Rights to the Client; or
- (b) license the Client to exercise any of those Intellectual Property Rights unless this is expressly stated in writing.

## 5 Conditions of use

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



- 5.2 CBD makes no representations or warranties as to the suitability of any personal computer or modem provided or obtained by the Client for the purpose of using the CBDiBusiness Banking Services. The Client will be responsible for maintaining personal computers and any other required hardware, equipment or telecommunication lines, at the Client's expense.
- 5.3 CBD is entitled to assume that any access and operation of CBDiBusiness Banking Service has been made by an Authorised User, regardless of the true identity of the person accessing and operating CBDiBusiness Banking Service. CBD's records of CBDiBusiness Banking Service transactions shall be prima facie evidence of such access and operation.
- 5.4 We may treat all apparently valid customer instructions received by the bank through CBDiBusiness as instructions properly authorized by you, even if made fraudulently and even if they conflict with the terms of any other instructions or mandates given by you at any time concerning your accounts or affairs. We shall be under no obligation to check the authenticity of Customer instructions or the authority of the person or persons giving them
- 5.5 You are responsible for the accuracy and completeness of Customer Instructions (including the complete application of the Security Procedures) and for ensuring that they will achieve your intended purpose.
- 5.6 In the even that you request us to cancel or modify any Customer Instructions for whatever reason, we will make all reasonable efforts to comply with your request. However, we are not liable for any failure to cancel or modify the Customer Instruction if such a request is received at a time or under circumstances that render us unable to comply with your request.
- 5.7 CBD will not be held liable for the loss, alterations or disclosure, howsoever arising, of any information sent by the Client to, or received by the Client from, the CBDiBusiness Banking Service which is the result of any cause, event, activity or circumstances beyond its direct control.
- 5.8 The Client may access the CBDiBusiness Banking Service twenty four (24) hours per day, seven (7) days a week, except during system housekeeping, or at other times when the CBDiBusiness Banking Service is not available for any reason.
- 5.9 CBD may maintain details of the Client's computer operating environment, including information regarding the Client's personal computer operating system. This information is retained and used by CBD solely for the purposes of administration and troubleshooting any connection problems that may arise.
- 5.10 CBD does not guarantee that all Instructions will be completed or fulfilled by CBD. However, subject to these terms and conditions, CBD undertakes to use all reasonable endeavours to effect the Client's Instructions sent via the CBDiBusiness Banking Service.
- 5.11 The Client is solely responsible for ensuring that any Instruction (without limitation the account details) is correct and that CBD is under no obligation to check the correctness of any information contained in it.
- 5.12 The Client must comply with any guidelines on Token safekeeping and security contained in other documentation provided by CBD.

## **6 Confidentiality and security**

- 6.1 The Client must not, and will ensure that its Personnel do not:
- (a) provide a Token to any other person including a family member or friend; or
  - (b) act with carelessness in failing to protect the security of a Token.

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

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

## 7 Fees and charges

The Client will pay to CBD the fees and charges for the Client's application and for ongoing use of the CBDiBusiness Banking Service as set by CBD, the amount and nature of which are set out in the annexure to this Agreement, as amended by CBD from time to time.

## 8 Available Funds

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

## 9 Liability and Indemnity

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

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

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

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

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



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

## 10 Termination

- 10.1 CBD may, in its absolute discretion, suspend or terminate the Client's use of CBDiBusiness Banking Service in whole or in part at any time with immediate effect without prior notification to the Client, including (without limitation) where it determines that:
- (a) the Client has breached any of these terms and conditions;
  - (b) it is necessary in order to protect the security of CBDiBusiness Banking Service or the interests of CBD; or
  - (c) a connection to CBDiBusiness Banking Service by the Client has not occurred for six (6) uninterrupted months.
- 10.2 The Client may terminate the Client's use of CBDiBusiness Banking Service by written notice of termination to CBD. Such termination:
- (a) notwithstanding clause 13, will not be effective unless the notice of termination is actually received by CBD at the address specified in clause 13;
  - (b) will take effect from 5pm Dubai time on the Business Day after the day on which CBD actually receives notice of termination; and
  - (c) will not affect any obligations incurred by the Client in respect of use of CBDiBusiness Banking Service prior to termination.
- 10.3 All moneys due and owing to CBD in connection with CBDiBusiness Banking Service, if not already due and payable, will immediately become due and payable upon the date that CBD actually receives notice of termination.
- 10.4 CBD will not process any transactions that have been forward-dated to take effect after the termination.

## 11 Variations

- 11.1 These terms and conditions may be altered, amended or added to by CBD at any time. In addition to the other changes CBD may make to these terms and conditions which are detailed in these terms and conditions, CBD may change any other of these terms and conditions (including by imposing new fees or charges and changing the amount, type or method of calculation of fees and charges payable). CBD will make any changes in accordance with any applicable legislation and industry codes.
- 11.2 CBD has the right, in its sole discretion, to change or cancel any of the services that comprise CBDiBusiness Banking Service.



## 12 Assignment

- 12.1 The Client must not in any way assign or transfer to any other person any of the Client's rights and interests under these terms and conditions.
- 12.2 CBD may assign any of its rights and interests under these terms and conditions without the Client's consent.

## 13 Notices

- 13.1 A Notice given by CBD to the Client will be deemed to be duly given or made:
- (a) if it is:
    - (i) in writing signed by an authorised officer of CBD; and
    - (ii) left at the address of the first-named party in the Application Form, sent by prepaid ordinary post (airmail if posted in or from a place outside Dubai) to that party's address, or sent by facsimile to that party's facsimile number; or
  - (b) if it is given or made electronically from CBD to the Client via the CBDiBusiness Banking Service.
- 13.2 A notice given by the Client to CBD will be deemed to be duly given or made if it is:
- (a) in writing signed by the Client; and
  - (b) left at CBD's address, sent by prepaid ordinary post (airmail if posted in or from a place outside Dubai) to CBD's address, or sent by facsimile to CBD's facsimile number.
- 13.3 A posted letter or facsimile is taken to be received:
- (a) in the case of a posted letter, on the third (seventh, if posted to or from a place outside Dubai) day after posting; and
  - (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.
- 13.4 A Notice delivered in accordance with clause 13.1(b) is:
- (a) deemed to be received when it enters the Client's computer and is effective when received even if no person is aware of its receipt; and
  - (b) to be sent from CBD's place of business and is deemed to be received at the Client's place of business.

## 14 Relationship of the Parties

Except as expressly provided in this agreement:

- (a) nothing in this agreement is intended to constitute a fiduciary relationship or an agency, partnership or trust; and
- (b) no party has authority to bind the other party.



**15 Severability**

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

**16 Counterparts**

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

**17 Governing Law**

These terms and conditions shall be governed by and interpreted according to the law of the United Arab Emirates and each of the parties submits to the jurisdiction of the courts of the United Arab Emirates.

**18 Entire Agreement**

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

**Signed** by the parties' duly authorised representatives

X \_\_\_\_\_  
**Authorised Signature and Company Stamp**

X \_\_\_\_\_  
**Authorised Signature and Company Stamp**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**(For Bank use only)**

**Signed by**  
duly authorised for and  
on behalf of  
**Commercial Bank of Dubai**

## CBDiBusiness Maintenance Fee

### One time Charge

Security Token Device  
(First two tokens free) AED 100 (per user)

Setup charge AED 400

### Monthly Fee

Enquiry Only AED 100

Or

Enquiry & Transaction Initiation AED 200

We here by authorize the bank to debit our account \_\_\_\_\_ for the above service charge.

X _____ Authorised Signature and Company Stamp	X _____ Authorised Signature and Company Stamp
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date



## CBDiBusiness Security Token Acknowledgement / Activation Form

### Customer Details

Company Name\*:

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Administrator ID\*: \_\_\_\_\_

No.	Name of Token Assignee	CBDiBusiness User ID	Assigned Token Serial Number

### Declaration

I/We confirm receipt of all above mentioned security tokens and request the bank to activate these tokens.

**Contact Person/Authorized Signatory\***

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Contact Person/Authorized Signatory**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Note for Customers

After filling in all details kindly send this ORIGINAL form to the following address:

**Transaction Banking, Corporate Banking Department**

Commercial Bank of Dubai  
Head Office, Deira  
P. O. Box 2668, Dubai, UAE

All fields marked with \* are mandatory.