

# CBD ONLINE BANKING 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. Please read this document carefully. Your access and use of Online Banking will be taken to be 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. It is important that you read these Terms and Conditions carefully before deciding to do this.

**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.

**Agreement:** This agreement 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.

**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 adopted 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, as may be provided by the Bank from time to time;

**Regulations:** Any regulation applicable to this Agreement

**Security Device:** Any token, device, procedure 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 banking or other services now 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 discontinue 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** view Accounts and give us instructions and agree terms and conditions in relation to services you receive from us, and accounts and products that you have with us, being accounts, services and products which are from time to time the subject of Online Banking; and

**2.1.2** 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 Agreement you authorize us to:

**2.2.1** act on and accept Customer Instructions apparently 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 apparently 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 or cancelling direct debits, 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.

## **4. Customer instructions**

**4.1** 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 this Agreement.

**4.2** 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.

**4.3** 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.

**4.4** 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.

**4.5** 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.

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

**4.6.1** it is a request or instruction the effect of which would be to exceed any limit imposed by the Bank upon you generally; or.

**4.6.2** 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

**4.6.3** 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

**4.6.4** 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.

## **5. Secure messaging services**

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

**5.2** 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;

**5.3** We may send you messages 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 General Terms and Conditions, to our products Terms and Conditions, and to our published charges, prices and rates.

## **6. Service Interruption**

**6.1** 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 it necessary to do so.

**6.2** Where not unlawful to do so we shall where possible give you notice of any suspension, termination or withdrawal in accordance with this 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 or fax.

## **7. Confidentiality**

**7.1** Please note that our CBD Online General 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 General 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. We may use other affiliates and/or third parties to process information in accordance with our instructions to provide services on our behalf.

## **8. Security provisions**

**8.1** You agree to comply with the terms of this Agreement and any other reasonable instructions or recommendations we may issue to you regarding Online Banking security.

**8.2** 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.

**8.3** 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 except where it is required by the Bank
- avoid any Password which is easy to guess and never reveal your Password to anyone else; and
- change your Password regularly.

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

**8.5** 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 knows of or suspects; or
- if you suspect someone else knows the Password or has access to their 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.

**8.6** 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.

**8.7** 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.

**8.8** 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 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.

**8.9** You agree that you are solely responsible for the performance and protection of any browser, Computer, and matters referred to in Clause 8.8 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.

**8.10** 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.

**8.11** You acknowledge that any failure by you to comply with any of the provisions of this Clause 8 shall for the purposes of this Agreement constitute gross negligence on your part.

## **9. Security Devices**

**9.1** 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.

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

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

## **10. Password reset and security device reissue**

**10.1** 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.

**10.2** We shall not be liable for any losses arising as a result of our refusal to carry out any of the matters referred to in Clauses 10.1

## **11. Disclaimer**

**11.1** 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.

## **12. Representations by the Customer**

**12.1** 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 this Agreement 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, true, accurate and complete in every material respect.

## **13. Fees and changes to the agreement**

**13.1** You agree to pay our scale of 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 not less than two months' 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.

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

**13.3** We may change the terms of this Agreement without prior notice to you.

## **14. Our liability to you and your liability to us**

**14.1** 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.

**14.2** 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 this Agreement or otherwise.

## **15. Authority and agreement from you**

**15.1** 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.

**15.2** Where any written instruction or request referred to in Clause 15.1 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.

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

## **16. Termination**

**16.1** The Customer may terminate this Agreement on not less than one month's prior notice to the Bank and the Bank may terminate this Agreement on not less than two months' prior notice to the Customer.

**16.2** Either party may also terminate this Agreement with immediate effect by notice to the other, if the other party commits a material breach of this Agreement or becomes insolvent under the laws of any applicable jurisdiction.

**16.3** Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of this Agreement which is intended to apply after termination.

## **17. Events beyond parties' control**

**17.1** Neither party will be liable for delay in performing or failure to perform any of its obligations under this Agreement 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 this Agreement and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

## **18. Electronic communications**

**18.1** 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.

## **19. Money laundering and other matters**

**19.1** 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.

**19.2** 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.

**19.3** 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.

**19.4** 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.

## **20. Intellectual Property Rights**

**20.1** 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 BD 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.

**20.2** We neither warrants nor represents 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 General 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 General Terms and Conditions.

**20.3** 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 General Terms and Conditions, without the prior written permission of the Bank or the relevant copyright owner.

## **21. Miscellaneous**

**21.1** This Agreement is the entire agreement between the parties concerning the use of Online Banking and supersedes 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.

**21.2** 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.

**21.3** 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.

**21.4** 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. References in this Agreement to clauses are references to clauses of this Agreement unless expressly stated otherwise.

**21.5** 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.

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

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

## **22. Electronic statements**

**22.1** 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 at least two months' prior notice of the change.

## **23. Links to websites**

**23.1** 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 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.

**23.2** 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 General 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.

#### **24. Assignment and Transferability**

**24.1** 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 General Terms and Conditions.

**24.2** The Bank may transfer or assign its rights and obligations under these CBD Online General Terms and Conditions to any company in the Bank group or to a third party without obtaining any prior written consent from the Customer.

#### **25. Indemnity**

**25.1** 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.

#### **26. Law and Jurisdiction**

**26.1** The provisions of this Agreement 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.

**26.2** 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.