Saadiq Accounts Terms and Conditions
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Important notice
You need to read this document.

It sets out the general terms and conditions of our banking relationship with you in relation to each product. These terms and conditions apply in addition to any other documents including the Service & Price Guide but they do not apply to any existing facility, product or service we provide to you. If you need to contact us about any aspect of our relationship, contact your branch or use phone banking.

Key words
The meaning of key words printed like this and other words used in our banking agreement are explained at the end of these Terms and Conditions.
1. The terms of our relationship

1.1. We have a range of products designed to suit your personal banking needs. The specific features of our products are available on request. Some products may not be available to you depending on your location.

1.2. If you want to use a product you need to complete an application to ask us to approve your use of it. Different eligibility criteria may apply to different products. These may include minimum or maximum age or deposit amounts. We may refuse an application for any reason. Unless required by law, we do not need to give you a reason.

1.3. If we agree to provide a product to you, the terms you use the product are called our “banking agreement”. This is made up of the following documents for the product:

- the application;
- these Terms and Conditions;
- the product terms;
- our Approval;
- the Service & Price Guide;
- any guidelines we issue in connection with use of the product (including guidelines for use of electronic banking services);
- any other terms and conditions that form part of our banking agreement as varied or replaced from time to time.

The terms of our banking agreement apply to each use of the product by you or any authorised person. If you or an authorised person does not agree with the terms of a specific product, you or they should not carry out the transaction or access any account. You are responsible for ensuring that each authorised person complies with our banking agreement and for anything an authorised person does in connection with our banking agreement. You must ensure that each authorised person is given a copy of the terms that apply to any product they use.

1.4. A reference to terms and conditions by any name in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in our banking agreement.

1.5. If there is any inconsistency between:

- these Terms and Conditions and any specific terms, the specific terms prevail; and
- the Arabic version of our banking agreement and any translations, the Arabic version prevails.

2. Pre-conditions to use of any product

We need not provide any funds to you or otherwise allow you to use a product if:

- we consider you may be in default;
- you have not satisfied any pre-conditions to use set out in our Approval, elsewhere in our banking agreement or as we notify you at any time;
- we consider that you may not be able to satisfy your obligations to us under our banking agreement. We may determine this is the case if, for example, there has been a change in your financial position since the date of your application;
- we advise you that funds can only be provided or the product can only be used during a specified period (called the validity period), and that period has expired;
- your request for funds exceeds the applicable limit;
- you have not provided us with all other documents and information we reasonably request;
- you give us any incorrect, incom-
3. Review

We may review the terms of our banking agreement (including your conduct under our banking agreement) annually or at any time. Even if there is no default we may (subject to applicable law), at any time:

• terminate or cancel our banking agreement;
• vary any limit or profit rate applying to the product or vary the term of the product;
• otherwise vary the terms of our banking agreement, by written notice to you.

• قدمتم إليها أي معلومات غير صحيحة أو غير كاملة أو مضللة أو قدمتم إقرارات أو ضمانات غير صحيحة أو مضللة.

3. المراجعة

يحق لنا مراجعة شروط اتفاقيتنا المصرفيَّة (بما في ذلك أداًّكم وفقاً للاتفاقية المصرفيَّة) سنوياً أو في أي وقت. وحتى في ظل أي تخلف (طبقاً للقانون الساري) يجوز لنا في أي وقت:

• فسح أو إلغاء الاتفاقية المصرفيَّة.
• تعديل أي حد أو معدل أرباح متعلق بالمنتج أو تعديل مدة المنتج.
• أو تعديل أحكام الاتفاقية المصرفيَّة.

بموجب إخطار خلي إليكم.
Part B – Accounts

I Operating Accounts

4. Authority

Account operating authority

4.1 You must give us account operating authority details on request:

• for all authorised persons; and
• for joint accounts, the method of operation (either, any one account holder to give instructions or all account holders to give instructions jointly). If no method of operation is specified, any one account holder may operate the account. If on a joint account you require more than one account holder to sign, then you will be able to view (but not give instructions) on the account using an electronic banking service if each relevant account holder approves the relevant access.

4.2 We act on the account operating authority until you vary (by removing or adding authorised persons) or cancel it. If you want to vary the account operating authority by changing either the authorised persons or the method of operation, or cancel the account operating authority, you must give instructions in writing to the branch where the account is conducted. On receipt of the instructions, we vary or cancel the account operating authority. The variation or cancellation becomes effective within 7 banking days after we accept your instructions.

4.3 We honour for payment all cheques and other instruments signed in accordance with the previous authority if they are dated before, but presented after, we have processed the instructions.

4.4 We rely on any instructions given by an authorised person in accordance with the account operating authority.

4.5 An authorised person must use the same signature for all products as used on the account operating authority.

Scope of account operating authority

4.6 Except to the extent you may limit the authority of an authorised person each authorised person may act on the account. Depending on the product, an authorised person may:

• draw cheques;
• overdraft to any extent permitted by us;
• withdraw money in any manner;
• give and cancel authorities in our usual form for periodic payments;
• access and operate the account using an electronic banking service in accordance with our banking agreement;
• obtain statements of account and any information required concerning the accounts generally;
• obtain cheque books and endorse cheques or other instruments payable to your order or if it is a joint account, payable to any one or more of you; and
• elect on your behalf to receive e-Statements and notices electronically (instead of by mail), and cancel that election.

Conducting an account in joint names

4.7 Unless otherwise agreed with, when a joint account is opened:

• operations on the account are governed by the account operating authority;
• any amount in the account shall remain jointly owned by the joint account holders on equal basis unless agreed otherwise with us in writing;
• we need not enquire into the circumstances of any transaction, provided that the instructions are in accordance with the account operating authority.

4.8 We may ask for or require any information we think necessary to check or verify the instructions.

4.9 Unless otherwise agreed, all joint account holders may act on the account:

• to give and cancel authorities;
• regarding transactions on the account;
• to give instructions to receive e-Statements and notices electronically;
• to vary or cancel the account operating authority.

4.10 If on a joint account you require more than one account holder to sign, then you must give instructions in writing to the branch where the account is conducted. On receipt of the instructions, we vary or cancel the account operating authority. The variation or cancellation becomes effective within 7 banking days after we accept your instructions.

4.11 We act on the account operating authority until you vary (by removing or adding authorised persons) or cancel it. If you want to vary the account operating authority by changing either the authorised persons or the method of operation, or cancel the account operating authority, you must give instructions in writing to the branch where the account is conducted. On receipt of the instructions, we vary or cancel the account operating authority. The variation or cancellation becomes effective within 7 banking days after we accept your instructions.
Instructions

5.1 You acknowledge that all instructions given (and our records of those instructions) in electronic form are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis they are in electronic form.

5.2 Instructions must be given in writing.

5.3 You must ensure your account has sufficient funds for the purposes of giving instructions to us.

5.4 If one joint accountholder dies, the surviving accountholder and our rights (including set-off) are not affected.

5.5 You are responsible for ensuring the accuracy and completeness of instructions.

5.6 All instructions are irrevocable and binding on you.

5.7 Contact us if you need to confirm that an instruction has reached us and that it will be carried out by a particular time.

How we may act

5.8 We may:

- act on incomplete or unclear instructions if we reasonably believe we can correct the information without referring to you or an authorised person. Otherwise, we may refuse to act on incomplete or unclear instructions;
- act on instructions which conflict with each other and determine the order of acting if multiple instructions are received;
- specify conditions on which we accept any instructions;
- verify any instruction we receive by contacting you;
- act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so. For example, we may refuse to act if an instruction may involve a breach of our policy, any security procedure or any law or requirement of any authority, result in an account being overdrawn, appears to conflict with another instruction.

5.9 If one joint accountholder dies, the obligations of the surviving accountholder and our rights (including set-off) under our banking agreement are not affected.

5.10 Instructions are given in accordance with our policy, any security procedure and any law or requirement of any authority, result in an account being overdrawn.

5.11 Instructions are given in accordance with our policy, any security procedure and any law or requirement of any authority, result in an account being overdrawn, appears to conflict with another instruction.

5.12 We are not responsible for ensuring the accuracy and completeness of instructions.

5.13 You must ensure your account has sufficient funds for the purposes of giving instructions to us.

5.14 All instructions are irrevocable and binding on you.

5.15 Contact us if you need to confirm that an instruction has reached us and that it will be carried out by a particular time.

5.16 We may:

- act on incomplete or unclear instructions if we reasonably believe we can correct the information without referring to you or an authorised person. Otherwise, we may refuse to act on incomplete or unclear instructions;
- act on instructions which conflict with each other and determine the order of acting if multiple instructions are received;
- specify conditions on which we accept any instructions;
- verify any instruction we receive by contacting you;
- act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so. For example, we may refuse to act if an instruction may involve a breach of our policy, any security procedure or any law or requirement of any authority, result in an account being overdrawn, appears to conflict with another instruction.

5.17 Instructions are given in accordance with our policy, any security procedure and any law or requirement of any authority, result in an account being overdrawn.

5.18 Instructions are given in accordance with our policy, any security procedure and any law or requirement of any authority, result in an account being overdrawn, appears to conflict with another instruction.

5.19 We are not responsible for ensuring the accuracy and completeness of instructions.

5.20 You must ensure your account has sufficient funds for the purposes of giving instructions to us.

5.21 All instructions are irrevocable and binding on you.

5.22 Contact us if you need to confirm that an instruction has reached us and that it will be carried out by a particular time.

5.23 We may:

- act on incomplete or unclear instructions if we reasonably believe we can correct the information without referring to you or an authorised person. Otherwise, we may refuse to act on incomplete or unclear instructions;
- act on instructions which conflict with each other and determine the order of acting if multiple instructions are received;
- specify conditions on which we accept any instructions;
- verify any instruction we receive by contacting you;
- act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so. For example, we may refuse to act if an instruction may involve a breach of our policy, any security procedure or any law or requirement of any authority, result in an account being overdrawn, appears to conflict with another instruction.

5.24 Instructions are given in accordance with our policy, any security procedure and any law or requirement of any authority, result in an account being overdrawn.

5.25 Instructions are given in accordance with our policy, any security procedure and any law or requirement of any authority, result in an account being overdrawn, appears to conflict with another instruction.

5.26 We are not responsible for ensuring the accuracy and completeness of instructions.

5.27 You must ensure your account has sufficient funds for the purposes of giving instructions to us.

5.28 All instructions are irrevocable and binding on you.

5.29 Contact us if you need to confirm that an instruction has reached us and that it will be carried out by a particular time.

5.30 We may:

- act on incomplete or unclear instructions if we reasonably believe we can correct the information without referring to you or an authorised person. Otherwise, we may refuse to act on incomplete or unclear instructions;
- act on instructions which conflict with each other and determine the order of acting if multiple instructions are received;
- specify conditions on which we accept any instructions;
- verify any instruction we receive by contacting you;
- act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so. For example, we may refuse to act if an instruction may involve a breach of our policy, any security procedure or any law or requirement of any authority, result in an account being overdrawn, appears to conflict with another instruction.

5.31 Instructions are given in accordance with our policy, any security procedure and any law or requirement of any authority, result in an account being overdrawn.

5.32 Instructions are given in accordance with our policy, any security procedure and any law or requirement of any authority, result in an account being overdrawn, appears to conflict with another instruction.

5.33 We are not responsible for ensuring the accuracy and completeness of instructions.

5.34 You must ensure your account has sufficient funds for the purposes of giving instructions to us.

5.35 All instructions are irrevocable and binding on you.

5.36 Contact us if you need to confirm that an instruction has reached us and that it will be carried out by a particular time.

5.37 We may:

- act on incomplete or unclear instructions if we reasonably believe we can correct the information without referring to you or an authorised person. Otherwise, we may refuse to act on incomplete or unclear instructions;
- act on instructions which conflict with each other and determine the order of acting if multiple instructions are received;
- specify conditions on which we accept any instructions;
- verify any instruction we receive by contacting you;
- act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so. For example, we may refuse to act if an instruction may involve a breach of our policy, any security procedure or any law or requirement of any authority, result in an account being overdrawn, appears to conflict with another instruction.

5.38 Instructions are given in accordance with our policy, any security procedure and any law or requirement of any authority, result in an account being overdrawn.
Payment instructions

5.9

- You authorise us to act as the instructing financial institution to send your payment instructions (for example a cheque, travellers cheque, money order or other similar instrument). You also authorise us and each member of the Standard Chartered Group or any third party who receives the payment instructions to act on them as if you had sent the payment instructions directly to them.

- You may withdraw your deposit only at the country where the product is located. However, we may from time to time allow withdrawals of deposits from your account to be made in countries other than the United Arab Emirates, subject to conditions we may impose, and you agree that we may withdraw any such permission at any time without notice. You agree that such withdrawals are subject to market conditions and the laws and regulations governing the location of the product, and the location of the withdrawal.

Inability to process

5.10 If we cannot process instructions, we will attempt to notify you as soon as possible.

Timing

5.11 If we receive an instruction on a non-banking day or after our “cut-off time” for a product, we may treat it as having been received on the next banking day.

Stopping a transaction

5.12 If we are instructed in writing to stop a transaction, we will attempt to do so. However, we are not liable for any loss you incur if we cannot do so.

Risks

5.13 You acknowledge and accept the risks of giving instructions by telephone, fax or through any electronic banking service (including the risk of any instructions being unauthorised or given by an unauthorised person, the risk that we may process instructions twice if you send the same instructions to us in different forms and the risk that any information sent by electronic banking services cannot be guaranteed to be secure or free from virus or delay).

Instructions from us

5.14 You and each authorised person must follow our instructions in connection with a product and comply with all applicable laws.

Standing Instructions

5.15 You must always ensure there is a sufficient amount in the account to enable us to process any standing instruction;

5.16 We have the right to determine the priority of any standing instruction against cheques presented or any other existing arrangements;

5.17 If any standing instruction was not executed or is inactive for two consecutive months or is rejected for insufficient funds in the account, we may terminate/stop the standing instruction without any advice to you;

5.18 We may terminate any standing instruction at any time after being advised by the beneficiary of that Termination.

5.19 You are instructed in writing to stop any standing instruction at any time after being advised by the beneficiary of that Termination.
6. Account overdrawing

6.1 If you or an authorised person makes any withdrawal, payment or other transaction on an account (including by cheque or use of a card or electronic banking service) or any other debit is made to the account which would result in:

- a debit (or negative) balance in the account; or
- any agreed overdraft limit apply ing to the account. This is known as drawing over the account.

6.2 We need:

- accept any instruction or allow any withdrawal or transaction or honour any cheque or other instrumen t drawn on an account, which would cause an account to be overdrawn; or
- transfer funds from any other account to the overdrawn account in order to effect the withdrawal or transaction.

6.3 We may (but need not) allow an account to be overdrawn (even if no request has been made for an over draft) if we believe that an overdraft is necessary for us to carry out instructions from you or an authorised person.

6.4 If we allow an account to be overdrawn:

- this only applies for that particular instruction and this does not mean that we will allow a similar overdraft in the future;
- the amount by which the account is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;
- when we ask, you must repay that advance and any fee as mentioned in the Service & Price Guide.

7. Notices and communications

7.1 You must give us in writing your address, telephone, fax number, email address and mobile phone number for receipt of notices and other communications in connection with our banking agreement. If these details change you must give us reasonable advance notice in writing before the change has effect.

Form of notices and communications

7.2 Unless otherwise provided in our banking agreement, notices and communications must be sent to the address, telephone number, email address or mobile phone number last notified.

7.3 In some cases, our notices and communications may be made as public announcements in daily newspapers, posted at any of our branches, our ATMs or on our website.

When notices and communications to you are effective

7.4 Unless otherwise provided in our banking agreement, our notices and communications to you are effective:

- if sent by fax, at the time shown on the transmission report as being successfully sent;
- if delivered personally, at the time of delivery;
- if sent by post, within the United Arab Emirates, 5 banking days after posting;
- if sent by post outside the United Arab Emirates, 10 banking days after posting;
- if sent by email or SMS, 4 hours after we send it unless we receive a delivery failure receipt;
- if delivered via the online banking inbox, 24 hours after we send it; and

- if we do not receive a delivery failure receipt.

7.5 If there is any unauthorised authorisation or if you believe that an overdraft request has been made for an overdraft in the future, we will allow a similar advance and any fee as mentioned in the Service & Price Guide.

7.6 We may (but need not) allow an account to be overdrawn (even if no request has been made for an overdraft) if we believe that an overdraft is necessary for us to carry out instructions from you or an authorised person.

7.7 If we allow an account to be overdrawn:

- this only applies for that particular instruction and this does not mean that we will allow a similar overdraft in the future;
- the amount by which the account is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;
- when we ask, you must repay that advance and any fee as mentioned in the Service & Price Guide.

7.8 We need:

- accept any instruction or allow any withdrawal or transaction or honour any cheque or other instrument drawn on an account, which would cause an account to be overdrawn; or
- transfer funds from any other account to the overdrawn account in order to effect the withdrawal or transaction.

7.9 We may (but need not) allow an account to be overdrawn (even if no request has been made for an overdraft) if we believe that an overdraft is necessary for us to carry out instructions from you or an authorised person.

7.10 If we allow an account to be overdrawn:

- this only applies for that particular instruction and this does not mean that we will allow a similar overdraft in the future;
- the amount by which the account is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;
- when we ask, you must repay that advance and any fee as mentioned in the Service & Price Guide.

7.11 We need:

- accept any instruction or allow any withdrawal or transaction or honour any cheque or other instrument drawn on an account, which would cause an account to be overdrawn; or
- transfer funds from any other account to the overdrawn account in order to effect the withdrawal or transaction.

7.12 We may (but need not) allow an account to be overdrawn (even if no request has been made for an overdraft) if we believe that an overdraft is necessary for us to carry out instructions from you or an authorised person.

7.13 If we allow an account to be overdrawn:

- this only applies for that particular instruction and this does not mean that we will allow a similar overdraft in the future;
- the amount by which the account is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;
- when we ask, you must repay that advance and any fee as mentioned in the Service & Price Guide.

7.14 We need:

- accept any instruction or allow any withdrawal or transaction or honour any cheque or other instrument drawn on an account, which would cause an account to be overdrawn; or
- transfer funds from any other account to the overdrawn account in order to effect the withdrawal or transaction.

7.15 We may (but need not) allow an account to be overdrawn (even if no request has been made for an overdraft) if we believe that an overdraft is necessary for us to carry out instructions from you or an authorised person.

7.16 If we allow an account to be overdrawn:

- this only applies for that particular instruction and this does not mean that we will allow a similar overdraft in the future;
- the amount by which the account is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;
- when we ask, you must repay that advance and any fee as mentioned in the Service & Price Guide.

7.17 We need:

- accept any instruction or allow any withdrawal or transaction or honour any cheque or other instrument drawn on an account, which would cause an account to be overdrawn; or
- transfer funds from any other account to the overdrawn account in order to effect the withdrawal or transaction.

7.18 We may (but need not) allow an account to be overdrawn (even if no request has been made for an overdraft) if we believe that an overdraft is necessary for us to carry out instructions from you or an authorised person.

7.19 If we allow an account to be overdrawn:

- this only applies for that particular instruction and this does not mean that we will allow a similar overdraft in the future;
- the amount by which the account is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;
- when we ask, you must repay that advance and any fee as mentioned in the Service & Price Guide.

7.20 We need:

- accept any instruction or allow any withdrawal or transaction or honour any cheque or other instrument drawn on an account, which would cause an account to be overdrawn; or
- transfer funds from any other account to the overdrawn account in order to effect the withdrawal or transaction.

7.21 We may (but need not) allow an account to be overdrawn (even if no request has been made for an overdraft) if we believe that an overdraft is necessary for us to carry out instructions from you or an authorised person.

7.22 If we allow an account to be overdrawn:

- this only applies for that particular instruction and this does not mean that we will allow a similar overdraft in the future;
- the amount by which the account is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;
- when we ask, you must repay that advance and any fee as mentioned in the Service & Price Guide.
When notices and communications to us are effective

7.5 Your communications are effective when we actually receive them in legible form.

Recording of telephone conversations

7.6 Subject to any applicable law, you consent to us recording our telephone conversations with you or an authorised person (and you confirm you are authorised to provide consent on behalf of the authorised person). We may inform that person when we do. We may use the recorded conversations or transcripts in any dispute in connection with our banking agreement.

Digital signatures

7.7 Instructions and communications digitally signed and supported by a digital certificate will have the same validity, admissibility and enforceability as if signed in writing.

Electronic contracts

7.9 You are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them.

7.10 You must not dispute the contents of any communication (including any application) sent to us using electronic equipment.

Communications to joint account holders

7.11 If you are joint account holders, communications (including notice of any variation to our banking agreement and any statements (including any consolidated statements)) sent to the address you have notified us as the address for receipt of notices and other communications in connection with our banking agreement are taken to be given to all of you.

II Current/Cheque/Savings and Fixed deposit terms

This section sets out specific terms and conditions on which we agree to provide you with current/cheque account, fixed deposit and savings account products.

8. Choosing the account that is right for you

We offer a variety of current/cheque accounts, fixed deposits and savings accounts designed to suit your personal banking needs. If you need us to explain any of the features of, or the terms applying to, any current/check account, fixed deposit or savings account, please contact us.

9. Savings accounts

Age restriction

9.1 If you are below the majority age a savings account must be operated with your parent or legal guardian on the following conditions:

- deposits in the savings account are payable to you only;
- withdrawals from the savings account are made using the account operating authority of your parent or legal guardian;
- any subscription to an electronic banking service in connection to the saving account is made by your parent or legal guardian.

No cheque facility

9.2 Savings accounts do not include a cheque facility.

• if published in daily newspapers, posted at any of our branches, our ATMs or on our website, or at the time of publication or posting.

9.3 Any communication that is digitally signed and supported by a digital certificate will have the same validity, admissibility and enforceability as if signed in writing.

Ships of the law

10.1 If you or we publish in daily newspapers, you may publish a notice or communication in connection with our banking agreement.

10.2 If you are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them.

10.3 You must not dispute the contents of any communication (including any application) sent to us using electronic equipment.

10.4 Communications to joint account holders

10.5 If you are joint account holders, communications (including notice of any variation to our banking agreement and any statements (including any consolidated statements)) sent to the address you have notified us as the address for receipt of notices and other communications in connection with our banking agreement are taken to be given to all of you.

10.6 Your communications are effective when we actually receive them in legible form.
Account operation

9.3 Savings accounts shall be operated in accordance with 11 below.

9.4 If you have a credit balance in a savings account you may be entitled to receive profit depending on the type of account (see the Service & Price Guide).

10. Fixed deposits

Minimum age for fixed deposits

10.1 You must be above the majority age to apply for a fixed deposit.

Account operation

10.2 Fixed deposits shall be operated in accordance with 11 below.

Maturity of fixed deposit

10.3 If a fixed deposit matures on a day which is not a banking day, then the date will be extended to the next banking day.

10.4 We only pay the principal and profit to you at the branch where it was initially placed (unless we otherwise agree).

10.5 You must instruct us in writing (or any other way we agree to accept) before the maturity date (and in the case of foreign currency deposits, at least 5 banking days before the maturity date) whether you want:

• to renew the fixed deposit; or
• us to pay you the principal and profit on the maturity date. If you do not instruct us, we may renew the fixed deposit for a similar term with profit at the prevailing profit rate for that term. However, we have no obligation to do so.

10.6 Profit ceases to be payable after the maturity date unless the fixed deposit is renewed.

11. Operation of Accounts

In relation to savings accounts and fixed deposits:

11.1 You may, at any time in accordance with these Terms and Conditions, place funds (the “Mudaraba Funds”) to the credit of a Mudaraba Account, which shall be managed and invested on a Mudaraba basis by us in Islamic shariah compliant assets (the “Mudaraba Assets”).

11.2 Such accounts will be divided in various categories depending on the criteria determined by the Bank which is applicable to a certain category, such as maturity/tenor, currency, credit balance thresholds and overall relationship with a customer. A group of Customers having accounts in a specific category would form a particular Category (the “Category”).

11.3 The profits from the Mudaraba Assets (the “Mudaraba Profit”) shall be allocated between us and you at the end of the period for which Mudaraba Profits are being calculated (the “Profit Allocation Period”), as follows:

• in consideration of the services provided by us hereunder, we shall be entitled to a pre-determined proportion of the Mudaraba Profits which have accrued during the relevant Profit Allocation Period as its management compensation (the “Manager’s Profit Share”);

• the remaining Mudaraba Profit, after deduction of the Manager’s Profit Share (the “Profit Amount”), shall be allocated amongst the accountholders at the end of each Profit Allocation Period by reference to the weightages (the “Profit Weightages”) determined by us in respect of each Category at the commencement of each Profit Allocation Period and the average balance maintained by the accountholder in its Mudaraba Account.

11.4 If the funds in your account exceed the minimum balance required to earn profit, please write to us in accordance with 11 below.

11.5 If you place funds on deposit, you will benefit from the applicable profit rates available.

11.6 Further Details and Conditions of Operation

Minimum Age for Fixed Deposits

The minimum age for fixed deposits is 10. Fixed deposits can be opened for a minimum investment of AED 10,000. The fixed deposit account shall be operated in accordance with the Terms and Conditions of the account.

10.1 You must be above the majority age to apply for a fixed deposit.

10.2 Fixed deposits shall be operated in accordance with 11 below.

10.3 If a fixed deposit matures on a day which is not a banking day, then the date will be extended to the next banking day.

10.4 We only pay the principal and profit to you at the branch where it was initially placed (unless we otherwise agree).

You agree:

• to renew the fixed deposit; or
• us to pay you the principal and profit on the maturity date. If you do not instruct us, we may renew the fixed deposit for a similar term with profit at the prevailing profit rate for that term. However, we have no obligation to do so.

11.5 If the funds in your account exceed the minimum balance required to earn profit, please write to us in accordance with 11 below.

11.6 Further Details and Conditions of Operation

Minimum Age for Fixed Deposits

The minimum age for fixed deposits is 10. Fixed deposits can be opened for a minimum investment of AED 10,000. The fixed deposit account shall be operated in accordance with the Terms and Conditions of the account.

10.1 You must be above the majority age to apply for a fixed deposit.

10.2 Fixed deposits shall be operated in accordance with 11 below.

10.3 If a fixed deposit matures on a day which is not a banking day, then the date will be extended to the next banking day.

10.4 We only pay the principal and profit to you at the branch where it was initially placed (unless we otherwise agree).

10.5 You must instruct us in writing (or any other way we agree to accept) before the maturity date (and in the case of foreign currency deposits, at least 5 banking days before the maturity date) whether you want:

• to renew the fixed deposit; or
• us to pay you the principal and profit on the maturity date. If you do not instruct us, we may renew the fixed deposit for a similar term with profit at the prevailing profit rate for that term. However, we have no obligation to do so.

10.6 Profit ceases to be payable after the maturity date unless the fixed deposit is renewed.
In relation to a fixed deposit, you may withdraw the Mudaraba Funds from the account prior to expiry of the applicable Mudaraba Term Period, subject to the following conditions:

- you shall give seven days advance written notice of such withdrawal to us;
- only the whole (and not part of) the Mudaraba Funds may be withdrawn;
- if the date on which the withdrawal is effected (the “Withdrawal Date”) occurs within thirty days from the date the Mudaraba Funds were deposited in the Mudaraba branches, may be obtained from us from time to time and/or shall be communicated to you in any other mode, whether electronic or otherwise, in accordance with our prevailing practices. We reserve the right to vary the Manager’s Profit Share and/or the Profit Weightages applicable to each Category determined by us at the commence-

The updated and prevailing Manager’s Profit Share and Profit Weightages applicable to each Category will be available on our website, displayed in our branches, and may be obtained from us from time to time in accordance with the prevailing regulations and/or directives applicable to us, such variation shall be deemed to be effective upon the commencement of the Profit Allocation Period immediately succeeding such variation. You shall be deemed to have accepted such variation if we do not receive any notice to the contrary within 7 days from the issuance of such notice.

The Profit Amount payable by us to you shall be paid to you in accordance with the terms agreed in the application or as otherwise advised by us from time to time.

In relation to a savings account, you may at any time choose to close your savings account held with us. At the time of closure you will be paid return (if applicable) based on the last announced applicable rate and that will be considered the full and final settlement between you and us in relation to the Mudaraba Assets.

In relation to a fixed deposit, you may withdraw the Mudaraba Funds from the account prior to expiry of the applicable Mudaraba Term Period, subject to the following conditions:

- you shall give seven days advance written notice of such withdrawal to us;
- only the whole (and not part of) the Mudaraba Funds may be withdrawn;
- if the date on which the withdrawal is effected (the “Withdrawal Date”) occurs within thirty days from the date the Mudaraba Funds were deposited in the Mudaraba branches, may be obtained from us from time to time and/or shall be communicated to you in any other mode, whether electronic or otherwise, in accordance with our prevailing practices. We reserve the right to vary the Manager’s Profit Share and/or the Profit Weightages applicable to each Category determined by us at the commence-

The updated and prevailing Manager’s Profit Share and Profit Weightages applicable to each Category will be available on our website, displayed in our branches, and may be obtained from us from time to time in accordance with the prevailing regulations and/or directives applicable to us, such variation shall be deemed to be effective upon the commencement of the Profit Allocation Period immediately succeeding such variation. You shall be deemed to have accepted such variation if we do not receive any notice to the contrary within 7 days from the issuance of such notice.

The Profit Amount payable by us to you shall be paid to you in accordance with the terms agreed in the application or as otherwise advised by us from time to time.

In relation to a savings account, you may at any time choose to close your savings account held with us. At the time of closure you will be paid return (if applicable) based on the last announced applicable rate and that will be considered the full and final settlement between you and us in relation to the Mudaraba Assets.
Minimum age

11.8 In the event that such losses occur during a Profit Allocation Period, we shall not be entitled to the Manager’s Profit Share in respect of the relevant Profit Allocation Period.

Writing cheques

12.6 You or an authorised person must be careful when writing cheques to ensure the cheque cannot be altered without authorisation and to prevent fraud by forgery. For example, when writing cheques, you or an authorised person must:

- only use cheques in the form we have issued;
- write in non-erasable ink or ballpoint pen;
- write the words and figure of the amount as close as possible to each other and to the left-hand margin in order to prevent space for insertions;
- add the word ‘only’ after the amount stated in words;
- never pre-sign a cheque in blank;
- if sending cheques by post, delete the words ‘or bearer’ (to make the cheque an ‘order’ cheque) and cross the cheque with two parallel lines;
- not alter the cheque (including deleting the words ‘or bearer’) unless confirmed by their full signature;
- not use correction fluid. We may disapprove and return any cheque that is not completed in accordance with these procedures, post-dated or out of date or otherwise not in a form acceptable to us. If the words ‘or bearer’ are not deleted the cheque is a cheque book.

12.4 If you need a new cheque book it can be ordered by either filling out the application form in the cheque book or by any other process we offer. We may refuse to issue a new cheque book. We need not give you a reason for doing so.

12.5 When you receive your cheque book you should check that the account number and name are correct.

Writing cheques

12.6 You or an authorised person must be careful when writing cheques to ensure the cheque cannot be altered without authorisation and to prevent fraud by forgery. For example, when writing cheques, you or an authorised person must:

- only use cheques in the form we have issued;
- write in non-erasable ink or ballpoint pen;
- write the words and figure of the amount as close as possible to each other and to the left-hand margin in order to prevent space for insertions;
- add the word ‘only’ after the amount stated in words;
- never pre-sign a cheque in blank;
- if sending cheques by post, delete the words ‘or bearer’ (to make the cheque an ‘order’ cheque) and cross the cheque with two parallel lines;
- not alter the cheque (including deleting the words ‘or bearer’) unless confirmed by their full signature;
- not use correction fluid. We may disapprove and return any cheque that is not completed in accordance with these procedures, post-dated or out of date or otherwise not in a form acceptable to us. If the words ‘or bearer’ are not deleted the cheque is a

Security procedures and liability) of these Terms and Conditions.
Fees & charges

12.7 Fees and charges apply to cheques including stop fees, dishonour fees and fees if a cheque is returned to us for any reason (see the Service & Price Guide).

We may report you

12.8 If you issue 4 or more cheques in a 12 month period when your account has insufficient funds we may terminate our banking agreement and give details about your account to the United Arab Emirates Central Bank and other authorities.

13. Foreign currency

Deposits of foreign currency are generally made into a form of savings account or fixed deposit. However, foreign currency current/cheque accounts may also be available.

Minimum age

13.1 You must be above the majority age to apply for a foreign currency account.

Terms of deposit

13.2 We accept foreign currency deposits in currencies acceptable to us and on the conditions (including term, profit rates and minimum deposit amounts) available at our branches.

Deposit methods

13.3 We may accept and deposit, as agent for collection foreign currency drafts, cheques or travellers’ cheques for good value after clearance. We deduct from the proceeds our fees and charges as set out in the Service & Price Guide and any fees and charges that may be imposed by third parties. However, we may:

• refuse to accept for collection drafts, cheques or travellers’ cheques drawn in favour of third parties or if the payee’s name is not identical to your name in our records;
• need to see the purchase agreement of any travellers’ cheques presented for deposit. We return dishonoured cheques, drafts or travellers’ cheques to your last notified address at your risk and cost.

13.4 If you have an existing foreign currency fixed deposit and we receive additional foreign currency funds with no specific instructions, we may place them in any type of account we determine for a minimum of one month. However, if the additional funds are below our minimum deposit amounts, we may place them in an existing account in the same currency and with the profit rate and the earliest maturity date we determine.

Withdrawal methods

13.5 Except as provided for in clause 11.5, foreign currency deposit accounts which are fixed deposits may not be withdrawn before the maturity date.

13.6 Proceeds of withdrawal may be available in foreign currency notes at the fee we specify. The details for foreign currency withdrawals and fees are available by contacting us at one of our branches or by using phone banking.

If you have an existing foreign currency fixed deposit and we receive additional foreign currency funds with no specific instructions, we may place them in any type of account we determine for a minimum of one month. However, if the additional funds are below our minimum deposit amounts, we may place them in an existing account in the same currency and with the profit rate and the earliest maturity date we determine.

We may report you

12.8 If you issue 4 or more cheques in a 12 month period when your account has insufficient funds we may terminate our banking agreement and give details about your account to the United Arab Emirates Central Bank and other authorities.

13. Foreign currency

Deposits of foreign currency are generally made into a form of savings account or fixed deposit. However, foreign currency current/cheque accounts may also be available.

Minimum age

13.1 You must be above the majority age to apply for a foreign currency account.

Terms of deposit

13.2 We accept foreign currency deposits in currencies acceptable to us and on the conditions (including term, profit rates and minimum deposit amounts) available at our branches.

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• refuse to accept for collection drafts, cheques or travellers’ cheques drawn in favour of third parties or if the payee’s name is not identical to your name in our records;
• need to see the purchase agreement of any travellers’ cheques presented for deposit. We return dishonoured cheques, drafts or travellers’ cheques to your last notified address at your risk and cost.

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We may report you

12.8 If you issue 4 or more cheques in a 12 month period when your account has insufficient funds we may terminate our banking agreement and give details about your account to the United Arab Emirates Central Bank and other authorities.

13. Foreign currency

Deposits of foreign currency are generally made into a form of savings account or fixed deposit. However, foreign currency current/cheque accounts may also be available.

Minimum age

13.1 You must be above the majority age to apply for a foreign currency account.

13.2 We accept foreign currency deposits in currencies acceptable to us and on the conditions (including term, profit rates and minimum deposit amounts) available at our branches.

Deposit methods

13.3 We may accept and deposit, as agent for collection foreign currency drafts, cheques or travellers’ cheques for good value after clearance. We deduct from the proceeds our fees and charges as set out in the Service & Price Guide and any fees and charges that may be imposed by third parties. However, we may:

• refuse to accept for collection drafts, cheques or travellers’ cheques drawn in favour of third parties or if the payee’s name is not identical to your name in our records;
• need to see the purchase agreement of any travellers’ cheques presented for deposit. We return dishonoured cheques, drafts or travellers’ cheques to your last notified address at your risk and cost.

13.4 If you have an existing foreign currency fixed deposit and we receive additional foreign currency funds with no specific instructions, we may place them in any type of account we determine for a minimum of one month. However, if the additional funds are below our minimum deposit amounts, we may place them in an existing account in the same currency and with the profit rate and the earliest maturity date we determine.

Withdrawal methods

13.5 Except as provided for in clause 11.5, foreign currency deposit accounts which are fixed deposits may not be withdrawn before the maturity date.

13.6 Proceeds of withdrawal may be available in foreign currency notes at the fee we specify. The details for foreign currency withdrawals and fees are available by contacting us at one of our branches or by using phone banking.
Profit on foreign currency deposits

13.7 Profit on a foreign currency deposit is paid in accordance with the Service & Price Guide.

Foreign exchange controls

13.8 Foreign currency accounts, and all transactions under them, are subject to any applicable exchange control laws.

14. Customer acknowledgment regarding payment of Zakat

You hereby acknowledge that you shall be solely responsible for paying any Zakat due on the balance in the Account.

15. Minimum Balances

15.1 Some accounts require you to maintain a minimum balance. For details on required minimum balances, see the Service & Price Guide.

15.2 If a minimum balance applies to an account and the balance of the account falls below this minimum we:
• need not accept any instruction or allow any transaction on the account which would cause the account to fall below the minimum balance;
• need not pay profit on the account;
• may close the account.

You must also pay any applicable fees set out in the Service & Price Guide.

16. Payments into accounts

We may accept or refuse payment

16.1 We may accept or refuse to accept any deposit whether in cash or by cheque or other instrument or set minimum or maximum amounts on deposits. We need not give any reason for doing so.

16.2 Any cheque or other instrument is received by us as agent for collection on your behalf.

Foreign cheques or instruments

16.3 If we agree to accept cheques or other instruments drawn on financial institutions located outside the United Arab Emirates, you acknowledge that:
• clearance depends on the laws and practices of the location of the financial institution;
• we are not responsible for the value given by the financial instrument or any other loss incurred in connection with the cheque or instrument.

Receipts

16.4 Receipt of a deposit is evidenced by our usual practice, depending on how you make the deposit. A person making a deposit should keep their copy of the receipt.

16.5 A deposit slip is only valid if endorsed by our machine print (if deposited at an ATM) or by our stamp and signature of a bank officer (if deposited at a branch).

Third party cheques

16.6 If a cheque or other instrument is payable to a third party or it appears to belong or to have belonged to someone else (called a “third party cheque”), we may refuse to accept it for deposit or refuse to cash it. If we agree to accept or cash a third party cheque we may require you or an authorised person to comply with additional conditions.

• need not accept any instruction or allow any transaction on the account which would cause the account to fall below the minimum balance;
• need not pay profit on the account;
• may close the account.

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• need not accept any instruction or allow any transaction on the account which would cause the account to fall below the minimum balance;
• need not pay profit on the account;
• may close the account.

You must also pay any applicable fees set out in the Service & Price Guide.

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• clearance depends on the laws and practices of the location of the financial institution;
• we are not responsible for the value given by the financial instrument or any other loss incurred in connection with the cheque or instrument.

Receipts

16.4 Receipt of a deposit is evidenced by our usual practice, depending on how you make the deposit. A person making a deposit should keep their copy of the receipt.

16.5 A deposit slip is only valid if endorsed by our machine print (if deposited at an ATM) or by our stamp and signature of a bank officer (if deposited at a branch).

Third party cheques

16.6 If a cheque or other instrument is payable to a third party or it appears to belong or to have belonged to someone else (called a “third party cheque”), we may refuse to accept it for deposit or refuse to cash it. If we agree to accept or cash a third party cheque we may require you or an authorised person to comply with additional conditions.

Profit on foreign currency deposits

16.7 Profit on foreign currency deposits is paid in accordance with the Service & Price Guide.

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Minimum Balances

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• need not accept any instruction or allow any transaction on the account which would cause the account to fall below the minimum balance;
• need not pay profit on the account;
• may close the account.

You must also pay any applicable fees set out in the Service & Price Guide.

Payments into accounts

We may accept or refuse payment

16.1 We may accept or refuse to accept any deposit whether in cash or by cheque or other instrument or set minimum or maximum amounts on deposits. We need not give any reason for doing so.

16.2 Any cheque or other instrument is received by us as agent for collection on your behalf.

Foreign cheques or instruments

16.3 If we agree to accept cheques or other instruments drawn on financial institutions located outside the United Arab Emirates, you acknowledge that:
• clearance depends on the laws and practices of the location of the financial institution;
• we are not responsible for the value given by the financial instrument or any other loss incurred in connection with the cheque or instrument.

Receipts

16.4 Receipt of a deposit is evidenced by our usual practice, depending on how you make the deposit. A person making a deposit should keep their copy of the receipt.

16.5 A deposit slip is only valid if endorsed by our machine print (if deposited at an ATM) or by our stamp and signature of a bank officer (if deposited at a branch).

Third party cheques

16.6 If a cheque or other instrument is payable to a third party or it appears to belong or to have belonged to someone else (called a “third party cheque”), we may refuse to accept it for deposit or refuse to cash it. If we agree to accept or cash a third party cheque we may require you or an authorised person to comply with additional conditions.
Cash deposit machine deposits

16.7 You must not deposit cash or bearer cheques into the cash deposit machine. If you make a deposit in this way, you do so at your own risk and we will not be liable for any loss incurred as a result of your action.

Clearance of payments

16.8 We do our best to process all cheques and other payment instruments within a reasonable period of time. However, if they are deposited in the afternoon, they may not be processed until the following banking day. Clearance times may vary.

16.9 The proceeds of cheques and other payment instruments deposited, or funds transferred electronically, cannot normally be withdrawn until cleared. If we allow withdrawal of the proceeds before clearance occurs, you must repay or we may debit that amount if the cheque, payment instrument or transfer is dishonoured.

Regular payments to an account

16.10 If you ask, we may establish a regular payment arrangement to an account. We may cancel or stop the regular payment arrangement if:

• you instruct us to do so in writing; or
• the payment arrangement no longer complies with the terms of the payment authority signed by you; or
• required by law.

Dishonoured cheques

16.11 We give you details of any cheque deposited into an account which is dishonoured as soon as practicable.

17. Payments out of accounts

Withdrawals

17.1 Withdrawals from an account are subject to conditions (including notice requirements) we impose.

• You may withdraw your deposits only at the country where the product is located. However, we may from time to time allow withdrawals of deposits from your account to be made in other countries than the United Arab Emirates, subject to conditions we may impose, and you agree that we may withdraw any such permission at any time without notice. You agree that such withdrawals are subject to market conditions and the laws and regulations governing the location of the product, and the location of the withdrawal.

Authority to debit and payment

17.2 You authorise us to debit all cheques and other instruments drawn by you to a current cheque account.

17.3 We may determine the order of priority for payment of cheques.

Third party withdrawals

17.4 We may, but need not, accept instructions allowing third parties to withdraw from an account.

Direct debits or periodical payments from accounts

17.5 If you ask, we can organise a direct debit or periodical payment arrangement from an account. You will need to sign additional documents to authorise it.

17.6 We may cancel or stop any direct debit or periodical payment arrangement if:

• you instruct us to do so in writing; or
• submitted.
Telegraphic transfers

17.7 You may ask us to effect telegraphic transfers for you. We need not agree to your request.

17.8 We may set a minimum amount or maximum amount for telegraphic transfers. For details of these amounts, please contact us.

17.9 If a telegraphic transfer is made in a currency other than the currency of the destination country, you may be required to pay multiple charges for the telegraphic transfer. For details of these charges, please contact us.

17.10 You consent to us disclosing any information in connection with the telegraphic transfer to the correspondent or intermediary bank.

17.11 If a telegraphic transfer cannot be completed, we are not required to refund the charges paid by you for the telegraphic transfer unless the failure to complete was solely due to anything directly due to anything we or our agent did or failed to do.

18. Dormant accounts

What is a dormant account?

18.1 If no withdrawal, deposit, fund transfer or use of electronic banking services is made on a savings account (excluding fixed deposit) for 24 consecutive months, or current/check account for 12 consecutive months or such other period that we notify to you, we classify the account as dormant.

Fees for dormant accounts

18.2 If the balance of a dormant account:

• falls below a minimum limit set out in the Service & Price Guide, we may close the account and use any credit balance to pay the dormant account fee set out in the Service & Price Guide or as notified by us; or

• is above the minimum limit set out in the Service & Price Guide, we may debit the dormant account fee set out in the Service & Price Guide or as notified by us until the account is closed, unless prohibited by law.

19. Closing accounts

When we may close accounts

19.1 We may close a savings account, Mudaraba Account, fixed deposit or a current/check account at any time. We need not give a reason for doing so. If we do so, we pay you the balance of the account in the manner we determine.

Return of cheque books

19.2 If a current/check account is closed, you must ensure that any unused cheque books are returned to us.

20. Foreign Exchange

Entering into foreign exchange transactions

20.1 If you are interested in entering into a foreign exchange transaction, you should contact us to discuss your requirements.

Warning

• Foreign exchange transactions involve various risks including movements in currency rates.

• If a telegraphic transfer cannot be completed, we are not required to refund the charges paid by you for the telegraphic transfer unless the failure to complete was solely and directly due to anything we or our agent did or failed to do.

• You may be notified by us; or

• We determine.

When we may close accounts

19.1 We may close a savings account, Mudaraba Account, fixed deposit or a current/check account at any time. We need not give a reason for doing so. If we do so, we pay you the balance of the account in the manner we determine.

Return of cheque books

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• Foreign exchange transactions involve various risks including movements in currency rates.

• If a telegraphic transfer cannot be completed, we are not required to refund the charges paid by you for the telegraphic transfer unless the failure to complete was solely and directly due to anything we or our agent did or failed to do.

• You may be notified by us; or

• We determine.

When we may close accounts

19.1 We may close a savings account, Mudaraba Account, fixed deposit or a current/check account at any time. We need not give a reason for doing so. If we do so, we pay you the balance of the account in the manner we determine.

Return of cheque books

19.2 If a current/check account is closed, you must ensure that any unused cheque books are returned to us.

20. Foreign Exchange

Entering into foreign exchange transactions

20.1 If you are interested in entering into a foreign exchange transaction, you should contact us to discuss your requirements.
You can make losses and that is a risk you take. If you do not understand the risks or are not willing to accept the risks or make losses, you should not enter into foreign exchange transactions with us.

You must decide for yourself whether you should participate in foreign exchange transactions at all and, if you do, about each individual foreign exchange transaction.

Our role is not to give advice, recommendations or warnings to you - this is your responsibility.

Anything we, including any of our officers, employees or agents, say to you is opinion only. You may not rely on it or hold us liable for it, even if it is wrong. Similarly, you may not hold us liable if we fail to give you advice, recommendations or warnings.

We will not be liable for your losses in any circumstances unless it is due to our gross negligence.

Payment General

20.5 Subject to what follows, you and we must make the payments required under each foreign exchange transaction in accordance with Part F (Payments) of the Terms and Conditions in the currency required under the foreign exchange transaction.

We and you may agree from time to time the manner of settling transactions, or particular types of transactions.

If you fail to make a payment under any foreign exchange transaction on its due date or for any reason you are not able to honour your commitment on the due date, we have the right to reverse the foreign exchange transaction and debit the loss of closing out the FX position including profit to your account.

We may at our discretion withhold payment of monies due to you under any foreign exchange transaction until such time as we are satisfied that we have received or will receive the amount due from you.

You will honour foreign exchange instructions even in case your instruction is cancelled by us due to any signature mismatch, call back failure, discrepancy in instruction, insufficient funds, sanctions etc. You can give a fresh instruction to us within three working days of booking.
For foreign exchange transactions that require currency conversion, we will convert the currency of the payment at the rate of exchange prevailing for purchasing and selling the relevant currency at the time of processing of the transaction.

For booked foreign exchange transactions, we will convert the currency of the payment at the rate of exchange prevailing for purchasing & selling the relevant currency at the time of booking the foreign exchange transaction.

You acknowledge that any foreign exchange transactions for the same day value are subject to the time when the instruction of booking such transaction is received as we have cut-off times relating to the geographical location of the payment destination.

Payment netting

If you and we owe each other amounts under our banking agreement for foreign exchange transactions in the same currency on the same day, then, unless otherwise agreed, the party owing the higher amount must pay the difference between those amounts. In those circumstances the other party does not make a payment.

Termination and close out

We may terminate all of the foreign exchange transactions if:

- a default occurs; or
- You do not send the original / physical instruction to us within two working days from the date of booking the foreign exchange transaction.
- You disclaim, repudiate or challenge the validity of our banking agreement or any part of it.
Part C - Electronic banking

21. What is electronic banking?

Overview

21.1 Electronic banking services are a range of banking and other services or facilities that use electronic equipment and include the following:

• online banking
• ATM and debit card services
• phone banking
• automated phone inquiries system
• SMS banking
• electronic alert
• mobile banking
• fund transfer services
• point of sale banking
• E-Statements.
• other e-commerce or value added services

Eligibility

22.2 You and each authorised person must be 21 years of age to use electronic banking services. However, if we permit you or an authorised person to use electronic banking services even though you or they are below 21 years of age, this does not affect our rights under our banking agreement.

Preconditions to use

22.3 We only make an electronic banking service available if:

• you are recorded as the legal and beneficial owner of the account and use of the electronic banking service in respect of the account is acceptable to us;
• you have registered for the particular type of electronic banking service. Contact us to arrange this; and
• you and each authorised person has complied with the activation procedures we specify.

Guidelines

22.4 If we issue any guidelines in connection with the use of any electronic banking services, the guidelines must be followed whenever anyone accesses the electronic banking service. We are not liable for any loss you incur as a result of any failure to do so.

Limits

22.5 Electronic banking services may be limited to specific amounts set by law or by us or by the owner or operator of the electronic equipment. For example, there are maximum and minimum daily withdrawal amounts certain facilities under the electronic banking services, may be available only for certain types of accounts and not others.

Availability

22.1 Electronic banking services, and

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Application of terms

22.6 These terms apply to your use of an electronic banking service whenever you subscribe for the electronic banking service even if you subscribe after you begin to use a product.

Joint accounts

22.7 If the account operating authority for a joint account is “both/all to sign”, you agree that each joint account holder is taken to be subscribing to the electronic banking services and access to the electronic banking services is restricted to viewing of information only and not conducting transactions.

22.8 If the operating authority for a joint account is “single signing authority”, you agree that:

- all joint account holders may operate the account using the electronic banking services in accordance with these Terms and Conditions (even if you are not registered to use the relevant electronic banking services) if this service is available; and
- any single joint account holder may validly give instructions by the electronic banking services in connection with that joint account.

Access

22.10 When you or an authorised person uses electronic banking services you or they must:
- not access the electronic banking services using any electronic equipment not owned by them or which they are not licensed or authorised to use; and
- take all reasonably practical measures to ensure that any electronic equipment from which they access the electronic banking services is free of and adequately protected against any computer virus or other malicious software.

Unauthorised overdrafts

22.11 You cannot rely on the operation of the electronic banking services to prevent an unauthorised overdraft being created. In particular, you must remember that cheques and any payment instructions you or an authorised person has given using the electronic banking services may not be given immediate value or immediately effective and might not always be immediately reflected in the balance owing. For the consequences of unauthorised overdrafts see clause 6.

Phone banking

22.12 When using phone banking, if you ask and we quote any exchange rate or profit rate to you, the rates are for your reference only and are not binding on us unless we subsequently confirm the rates in writing.

22.13 You must ensure your account has sufficient funds for the purposes of giving instructions using phone banking.

Operating times

22.9 The electronic banking services will usually be available for use during normal operating hours or at the times set out in the guidelines or otherwise notified to you. However, routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the electronic banking services to be available during all normal operating hours.

Conditions

22.10 These terms apply to your use of the electronic banking service.

22.9 The operating authority for a joint account is “both/all to sign”, you agree that each joint account holder is taken to be subscribing to the electronic banking services and access to the electronic banking services is restricted to viewing of information only and not conducting transactions.

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Electronic alerts

The electronic alerts available are:

- SMS alerts - automatic alerts
  - No prior subscription required
- SMS alerts - subscriber alerts
  - You must subscribe and select the types of SMS alerts which you wish to receive.
- Email alerts - automatic alerts
  - No prior subscription required
- Email alerts - subscriber alerts
  - You must subscribe and select the types of email alerts which you wish to receive.

Availability

The availability and proper functioning of electronic banking services depend on many variable circumstances, including location, mobile network and internet availability and signal strength, and proper functioning of hardware, software, your mobile network operator mobile phone and computer.

Suspension

We may suspend any electronic banking service temporarily at any time for maintenance and upgrading of services.

Fees and charges

In addition to any fees and costs you must pay us, you may pay any fees or charges imposed by the provider of the electronic equipment and your telecommunications provider for using electronic banking services.

Variations

We may at any time:

- vary the way any electronic banking service operates;
- add to, remove or otherwise vary, end or suspend any of the facilities available under any electronic banking service.

You and each authorised person are taken to be bound by any variation to the operation of an electronic banking service if you or they continue to access the electronic banking service after we notify you of the variation.

22.15 We may vary the types of electronic alerts available without notice to you. They are sent only when available and practicable.

22.16 The availability and proper functioning of electronic banking services depends on many variable circumstances, including location, mobile network and internet availability and signal strength, and proper functioning of hardware, software, your mobile network operator mobile phone and computer.

22.17 We may suspend any electronic banking service temporarily at any time for maintenance and upgrading of services.

Electronic banking

Electronic banking is available for mobile phones and data connections which meet the specifications and configurations we specify. You must obtain and maintain a mobile phone and data connection which meet these requirements at your own expense.

Fund transfer services by electronic banking services

This clause applies only if the respective services are available under the fund transfer services for your type of product.

You and each authorised person may use electronic equipment to access the following services for these purposes:

- variations in the way any electronic banking service operates;
- add to, remove or otherwise vary, end or suspend any of the facilities available under any electronic banking service.

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Fund transfer limits

| Name of service | Purpose | 24.4 The preset daily limit may differ for different types of fund transfers and different types of accounts. The limits may also be applied on an aggregated basis between different fund transfer services. For details of the preset limits, see our website. 24.5 You may lower the preset limit for accounts by online banking if the service is available. Your personalized limit will apply to all accounts. 24.6 If you want to increase the limit after lowering it (subject always to the ceiling of the preset daily limit), please contact us to check whether the service is available. 24.7 Each International Telegraphic Transfer Service transaction is subject to minimum and maximum transfer amounts per transaction, as set out on our website. Bill payment services 24.8 If you use the bill payment services, we may give reports to payees, listing all users of the electronic banking services who have made payments to that payee and the respective amounts paid by each of those users. You consent to us to disclosing to the payee any information required in the reports. 24.9 Neither you nor any authorised person may issue instructions that will cause any limit we set for the bill payment services to be exceeded. 24.10 Payees may only receive payments after any minimum processing time we set. International Telegraphic Transfer Service 24.11 If you or an authorised person uses |

Interbank funds transfer service To instruct us to transfer funds from a source account to a specified account with another bank in the United Arab Emirates.

Own account funds transfer service To instruct us to transfer funds between accounts. This service may only be used where all named account holders are identical across the accounts but excluding accounts which are known to us to be held by you in different capacities including trust accounts or estate accounts.

Bill payment service To instruct us to transfer funds for payments from a source account to a specified payee.

Third party intrabank funds transfer service You and each authorised person may use the third party intrabank funds transfer service to instruct us to transfer funds from a source account to a specified account with us that is held in the name of any one or more account holders which is different from those in the source account, or an account known to be held by you in different capacities.

International telegraphic transfer service To instruct us to transfer funds from a source account to a specified account with a bank in another country.

You and each authorised person may issue as many instructions to transfer funds in any one day as you wish.

However, you and each authorised person may only issue instructions to transfer up to the preset or personalized limit per day.

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the International Telegraphic Transfer Service:

- you or they must register each recipient using online banking before you or they may make an online telegraphic transfer to that recipient. Once a recipient has been registered, you are solely responsible to update any changes to the recipient’s particulars (excluding name or identity particulars) by the electronic banking services. We are not liable for any loss which may result if you fail to update the recipient’s particulars before making an online telegraphic transfer; and
- the rate of exchange applying to each online telegraphic transfer is our prevailing rate of exchange for the relevant currencies at the time that the online telegraphic transfer is processed, and not at the time the instruction is entered by you or the authorised person.

When we need not execute fund transfer instructions

24.12 We need not execute any fund transfer instruction if on the date set for the transfer:

- the source account does not contain sufficient funds to make the fund transfer; or
- you or an authorised person did not correctly use the electronic banking services; or
- circumstances beyond our control prevent the fund transfer from being carried out, despite reasonable precautions taken by us.

25. eStatements

25.1 You may elect to receive eStatements by one of the following methods (if available):

<table>
<thead>
<tr>
<th>Method</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email, online or in your application</td>
<td>Your eStatement is sent by email to your email address (last notified). Your eStatement will also be available by online banking.</td>
</tr>
<tr>
<td>Online only</td>
<td>An “eStatement Notification” message is sent to your email address (last notified) to advise you that your eStatement is available. You may then access and/or download your eStatement by online banking.</td>
</tr>
</tbody>
</table>

You may switch the manner in which you receive eStatements by contacting us.

25.2 Despite the features or options offered at the time you first registered to receive eStatements, we may stop issuing paper printouts of your statements at any time. However, if you ask, we agree to give paper printouts on the basis that you pay the applicable fee (see the Service & Price Guide or contact us at one of our branches or use phone banking).

25.3 You are taken to receive each eStatement within 24 hours of the eStatement or eStatement Notification being sent by us.

25.4 You must use only software compatible with the eStatement service to access the eStatement.

26. Other services and programmes

26.1 We are not responsible for any services through which you or an authorised person accesses any electronic banking services that are not controlled by us and we are not liable for any loss you incur in connection with that service. You are responsible for complying with all the terms and conditions applicable to each service.

26.2 Despite the features or options offered at the time you first registered to receive eStatements, we may stop issuing paper printouts of your statements at any time. However, if you ask, we agree to give paper printouts on the basis that you pay the applicable fee (see the Service & Price Guide or contact us at one of our branches or use phone banking).

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26.2 From time to time we offer incentive programmes or value added services in connection with electronic banking services. These may be provided by us or a third party. We may vary or withdraw the programmes or services at any time. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of the programmes or services.
Use of cards

27.7 Cards may be used to pay for goods and services to access cash or perform other transactions as we notify from time to time. However, where a particular function is permitted, this is limited to particular channels as advised. For example, paying for goods and services and accessing cash may be limited to merchant terminals or ATMs which display the relevant card logo.

27.8 A cardholder may use a card to authorise transactions in any manner we permit from time to time. This may include use of the card number without the physical card.

Transaction limits

27.9 We or other financial institutions may impose transaction limits on different types of transactions which may be made using a card. For details of the limits we impose, please contact us.

Your liability

27.10 Except as otherwise set out in our banking agreement, you are liable for all transactions made using a card or the card number.

Expiry date

27.11 If a card has an expiry date, we may reject any use of the card after that date.

Restrictions on use of a card

27.12 Neither you nor any authorised person may use a card:

- for any unlawful activity (including a purchase of goods or services that is illegal or prohibited by the laws of the United Arab Emirates or by the laws of the country where the purchase is made); or
- to pay debts incurred in connection with on-line gambling, wa
Features on a card
27.18 We may enter into arrangements with third parties (including service providers and merchants) to offer additional services or features on your cards. If offered, these are provided on a best efforts basis only. We are not liable for any loss you suffer in connection with these services or features.

27.19 We are not liable for the loss or inaccuracy of any information stored on a card.

Cancellation or expiry
27.20 You may cancel a card by giving us notice in writing. You must immediately destroy any cancelled or expired card.

Refunds
27.21 A merchant must issue a valid credit voucher to make a refund for goods or services purchased using a credit card. We can only credit the linked account with the refund when we receive the voucher or other notification from the merchant's bank.

Disputes with merchants
27.22 We are not liable for:
- the refusal of any electronic equipment or merchant to accept the card;
- any defect or deficiency in goods or services supplied to you by any merchant. You must resolve any complaint directly with the merchant and no claim against the merchant may be set-off or claimed against us.

Withholding payment
27.23 If you report unauthorized transactions on your credit card, you may withhold paying the disputed amount until we complete our investigation.

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Refunds
27.21 A merchant must issue a valid credit voucher to make a refund for goods or services purchased using a credit card. We can only credit the linked account with the refund when we receive the voucher or other notification from the merchant's bank.

Disputes with merchants
27.22 We are not liable for:
- the refusal of any electronic equipment or merchant to accept the card;
- any defect or deficiency in goods or services supplied to you by any merchant. You must resolve any complaint directly with the merchant and no claim against the merchant may be set-off or claimed against us.

Withholding payment
27.23 If you report unauthorized transactions on your credit card, you may withhold paying the disputed amount until we complete our investigation.
You must pay the disputed amount if your report is proved to be unfound-
ed. We may impose late fees on the disputed amount.

Exchange rate

27.24 Non-local transactions will be converted to local currency at a rate we reasonably consider appropriate (see clause 35.1 (Currency of pay-
ment), which may be a rate set or resulting from procedures adopted by a third party. For example, if the card is a Visa or MasterCard card, conversion is done using US dollar as the base currency on the date the transaction is received by us or processed, at the exchange rate and at the time determined by Visa International or MasterCard Interna-
tional at its absolute discretion. In any case, the exchange rate may differ from the rate in effect on the date of the transaction due to market fluctuations. Any rate imposed is final and conclusive and you bear all exchange risks, loss, commission and other bank costs which may be incurred as a result.

Using an ATM card

27.25 You or an authorised person may use an ATM card overseas if you or they comply with exchange con-
trols and other applicable laws in the country where you or they are located. If you or an authorised person uses an ATM card overseas and the ATM does not allow a choice of account for withdrawals, the order of accounts we debit is in accordance with our usual practice.

27.26 You authorise us to disclose infor-
mation to parties involved in the pro-
vision of ATM services and you au-
thorise any such parties to disclose information to us about an account, your PIN/password and transac-
tions.

Minimum balance of linked account

28.3 We may (but need not) set a mini-
mum balance to be maintained in the linked account for the use of the debit card and we may vary the mini-
mum balance without notice.

Exchange rate

28.2 Some merchants are required to specifically authorise transactions using debit cards. If this is the case, the transaction is processed as follows:

- the merchant debits an amount determined by it (called a “blocked amount”) from a linked account on the transaction date or the billing date, whichever is the earlier, regardless of the actual final transacted amount;
- the difference between the blocked amount and the trans-
acted amount is released and credited into a linked account after we process and pay the transacted amount; and
- if there is any difference between the transacted amount billed or there is any delayed billing by the merchant, we may make any necessary adjustment by debit-
ing or crediting a linked account, in order to reflect the correct transacted amount.

28.1 A debit card may be used in the United Arab Emirates and in most countries overseas.

Pre-authorisation procedure

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- the merchant debits an amount determined by it (called a “blocked amount”) from a linked account on the transaction date or the billing date, whichever is the earlier, regardless of the actual final transacted amount;
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You may use a debit card

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mum balance to be maintained in the linked account for the use of the debit card and we may vary the mini-
mum balance without notice.
Standard Chartered Zero Liability Policy

28.4 All eligible cardholders of Visa International and MasterCard International cards issued by Standard Chartered Bank in UAE ("Cards" or "Cardholders") are protected against fraudulent debit card purchases transactions under Standard Chartered Zero Liability Policy ("Zero Liability Policy"), subject to the terms set out below. Transactions made with pre-paid Cards will not be covered under the Zero Liability Policy.

• Zero Liability Policy is only applicable for Debit card transactions ("Fraudulent Purchase Transactions") which:
  • have not been authorised by Cardholders and were carried out without the knowledge and consent of Cardholders;
  • were not charged to Cards which are lost or stolen; and not reported to Standard Chartered Bank.

Application of Zero Liability Policy

28.6 If we determine at our sole discretion that:

• Cardholder is eligible for the Zero Liability Policy;
• a Fraudulent Purchase Transaction on the Card has occurred;
• such Fraudulent Purchase Transaction did not arise from or was not a result of Cardholder’s negligence, misconduct, fraudulent, dishonest act or omission; and
• Cardholder has complied with the terms of the Zero Liability Policy. We shall credit the amount charged in respect of the Fraudulent Purchase Transaction to the Card account.

The amount to be credited is strictly limited to the amount charged to the Card in respect of the Fraudulent Purchase Transaction.

This policy does not cover any indirect, consequential or special losses, damages, costs, charges and expenses (including but not limited to legal fees) suffered or incurred by Cardholders.

In the event that such amount has already been credited to the Card account in respect of the Fraudulent Purchase Transaction under this Zero Liability Policy, and we determine at our sole discretion that such Cardholder has not complied with these any relevant authorities, including authorities overseas (as the case may be) with full cooperation, access to and furnish all information and documents and requested equipment; and

Cardholders may be required to file a report with relevant authorities and/or sign a sworn statement (in terms satisfactory to us) attesting that they have complied with all the above requirements, and furnish us with the original statement.

Cardholders Obligations

28.5 In order to make a request under this Zero Liability Policy, Cardholders are required to comply with, and must demonstrate to our satisfaction that they have complied with, the following requirements:

• Cardholders monitor their Card accounts regularly and report any Fraudulent Purchase Transactions immediately upon discovery and in any event, within sixty (60) days from the date the Fraudulent Purchase Transaction occurred;
• Cardholders have ensured that their personal information in our records, including mobile numbers and email addresses, are accurate and up-to-date; and
• Cardholders must complete and submit the request under this Zero Liability Policy in the manner specified by us; and
• Cardholders must provide us and

26

The statement (20) from a date written on a bank statement.

• Took an account statement from a date written on a bank statement.
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• a Fraudulent Purchase Transaction on the Card has occurred;
• such Fraudulent Purchase Transaction did not arise from or was not a result of Cardholder’s negligence, misconduct, fraudulent, dishonest act or omission; and
• Cardholder has complied with the terms of the Zero Liability Policy. We shall credit the amount charged in respect of the Fraudulent Purchase Transaction to the Card account.

The amount to be credited is strictly limited to the amount charged to the Card in respect of the Fraudulent Purchase Transaction.

This policy does not cover any indirect, consequential or special losses, damages, costs, charges and expenses (including but not limited to legal fees) suffered or incurred by Cardholders.

In the event that such amount has already been credited to the Card account in respect of the Fraudulent Purchase Transaction under this Zero Liability Policy, and we determine at our sole discretion that such Cardholder has not complied with these any relevant authorities, including authorities overseas (as the case may be) with full cooperation, access to and furnish all information and documents and requested equipment; and

Cardholders may be required to file a report with relevant authorities and/or sign a sworn statement (in terms satisfactory to us) attesting that they have complied with all the above requirements, and furnish us with the original statement.

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28.5 In order to make a request under this Zero Liability Policy, Cardholders are required to comply with, and must demonstrate to our satisfaction that they have complied with, the following requirements:

• Cardholders monitor their Card accounts regularly and report any Fraudulent Purchase Transactions immediately upon discovery and in any event, within sixty (60) days from the date the Fraudulent Purchase Transaction occurred;
• Cardholders have ensured that their personal information in our records, including mobile numbers and email addresses, are accurate and up-to-date; and
• Cardholders must complete and submit the request under this Zero Liability Policy in the manner specified by us; and
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Cardholders Obligations

28.7 In order to make a request under this Zero Liability Policy, we shall be entitled to recover from Cardholders all and any credited amount by, including but not limited to debiting and/or setting off the said monies from any account(s) such Cardholders may have with us, without prior notice.

• For clarity, in order to make our determination, we shall be entitled to (but not obliged to) take into consideration, the results of our investigations or those of any other authority or any other circumstances. The length of time taken for any investigations undertaken and any response to Cardholders will vary with the complexity of each case.

• We reserve the right to determine at our sole discretion whether Cardholders have complied with these terms in order to make a request and receive credit of such amount charged in respect of the Fraudulent Purchase Transaction under this Zero Liability Policy. In case of any dispute, our decision in all matters arising out or in connection with this Zero Liability Policy is final, conclusive and binding. We will not entertain or respond to any appeal or correspondence.

General

28.8 The Zero Liability Policy does not extend to transactions where Cardholders either do not receive the transacted goods or service or are not satisfied with the transaction.

• Cardholders have complied with our Terms and Conditions, and any written law;

• Upon our receipt of any report or information from Cardholders, we may (but are not obliged) to block, suspend the Cards and/or issue new replacement Cards.

• We are not the agent of any merchant and make no representation as to the quality/condition or performance of the goods and services provided in relation to Cardholders’ transactions. Any dispute about quality or performance of the product and/or service is not covered under this Zero Liability Policy and will be resolved directly between Cardholders and the merchants.

• We reserve the right to vary, at our sole discretion whether Cardholders have adhered to the terms in order to make a request under this Zero Liability Policy. In case of any dispute, our decision is final and conclusive.

• For clarity, in order to make our determination, we shall be entitled to (but not obliged to) take into consideration, the results of our investigations or those of any other authority or any other circumstances. The length of time taken for any investigations undertaken and any response to Cardholders will vary with the complexity of each case.

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28.7 In order to make a request under this Zero Liability Policy, Cardholders are required to comply with, and must demonstrate to our satisfaction that they have complied with, the following requirements:

• Cardholders must have made best efforts to prevent and deter the Fraudulent Purchase Transaction from taking place. This includes ensuring that security has not been compromised, and that security measures and precautions relating to the transaction charged to the Card have been adhered to, including:

• Cardholders have kept their Card details such as the Card number, CVV/CVC2 number and Card expiry date, tokens, security code and PIN/password secure and confidential at all times, and have not disclosed the PIN/password or security code to anyone directly and indirectly;

• Cardholders have their Card in possession at all times and in particular at the time the Fraudulent Purchase Transaction occurred;

• Cardholders have adhered to the security practices recommended by us including but not limited to installing and keeping updated industry-recommended firewall and virus detection software on their computers and mobile devices.

We reserve the right to vary, at our sole discretion whether Cardholders have adhered to, including:

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• Cardholders must have made best efforts to prevent and deter the Fraudulent Purchase Transaction from taking place. This includes ensuring that security has not been compromised, and that security measures and precautions relating to the transaction charged to the Card have been adhered to, including:

• Cardholders have kept their Card details such as the Card number, CVV/CVC2 number and Card expiry date, tokens, security code and PIN/password secure and confidential at all times, and have not disclosed the PIN/password or security code to anyone directly and indirectly;

• Cardholders have their Card in possession at all times and in particular at the time the Fraudulent Purchase Transaction occurred;

• Cardholders have adhered to the security practices recommended by us including but not limited to installing and keeping updated industry-recommended firewall and virus detection software on their computers and mobile devices.

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• Cardholders must have made best efforts to prevent and deter the Fraudulent Purchase Transaction from taking place. This includes ensuring that security has not been compromised, and that security measures and precautions relating to the transaction charged to the Card have been adhered to, including:

• Cardholders have kept their Card details such as the Card number, CVV/CVC2 number and Card expiry date, tokens, security code and PIN/password secure and confidential at all times, and have not disclosed the PIN/password or security code to anyone directly and indirectly;

• Cardholders have their Card in possession at all times and in particular at the time the Fraudulent Purchase Transaction occurred;

• Cardholders have adhered to the security practices recommended by us including but not limited to installing and keeping updated industry-recommended firewall and virus detection software on their computers and mobile devices.

We reserve the right to vary, at our sole discretion whether Cardholders have adhered to, including:

• For clarity, in order to make our determination, we shall be entitled to (but not obliged to) take into consideration, the results of our investigations or those of any other authority or any other circumstances. The length of time taken for any investigations undertaken and any response to Cardholders will vary with the complexity of each case.

• We reserve the right to determine at our sole discretion whether Cardholders have complied with these terms in order to make a request and receive credit of such amount charged in respect of the Fraudulent Purchase Transaction under this Zero Liability Policy. In case of any dispute, our decision in all matters arising out or in connection with this Zero Liability Policy is final, conclusive and binding. We will not entertain or respond to any appeal or correspondence.
modify, add or delete any of these terms, including terminating or withdrawing this Zero Liability Policy, at any time without prior notice or reason.

29. Reward points scheme

29.1 Some types of cards have a reward points scheme. For details please contact us.

29.2 Reward points may be earned when a cardholder (including any person you authorise as a supplementary cardholder on your account) uses a card in the manner specified by us from time to time. However, reward points accrue on your account only.

29.3 We may specify from time to time the amount of AED which we require to be spent using your card to earn one reward point. We may also alter from time to time the specific ways by which reward points may be earned.

29.4 We will notify you of the method for calculating reward points earned. Reward points cannot be earned on reward points purchases, cash advances, purchase, sale or redemption in one or more transactions.

29.5 Reward points accrue from when your account is opened and may be redeemed until the reward points cancellation date. As notified to you by us, all reward points earned before the reward points cancellation date are automatically cancelled on the reward points cancellation date. Unredeemed reward points are not reinstated in any circumstances (including if your account is reinstated).

29.6 Unless we notify you that you are allowed a period of time after the reward points cancellation date to redeem or use your accrued reward points, all applications to use or redeem accrued reward points which we receive after the reward points cancellation date and any attempted use or redemption of reward points occurring after the reward points cancellation date is not valid and has no effect.

29.7 You may not redeem reward points for cash and may only use or redeem reward points for the goods and services we specify from time to time. If you order any goods and services which require both reward points to be used or redeemed and money to be paid, you authorise us to debit your account with the amount of the required monetary payment. We may reject other methods of payment.

29.8 You may not use or redeem any reward points if the status of all your accounts are not normal or current or if a cardholder is in default or has otherwise not complied with the terms of our banking agreement.

29.9 Unless we agree otherwise, you may not transfer reward points from one account to another. We may allow you to combine all the reward points which you have earned in all your qualifying accounts for use or redemption in one or more transactions.

You may not redeem reward points for cash and may only use or redeem reward points for the goods and services we specify from time to time. If you order any goods and services which require both reward points to be used or redeemed and money to be paid, you authorise us to debit your account with the amount of the required monetary payment. We may reject other methods of payment.

29.8 You may not use or redeem any reward points if the status of all your accounts are not normal or current or if a cardholder is in default or has otherwise not complied with the terms of our banking agreement.
Part E - Security procedures and liability

30. Security procedures

Security procedures for banking services are very important. You must comply with (and ensure each authorised person complies with) all security procedures set out in our banking agreement.

Issue and cancellation of security codes

30.1 We may issue (or in some cases, allow you to select) security codes to enable you to communicate with us or to give us instructions by electronic equipment.

30.2 If you want any other person to be able to give us instructions by electronic equipment we can issue them with security codes, but you must ask us to do so in writing.

30.3 If you lose a security code or it stops working we may issue you with a new one if you ask us in writing.

30.4 You are responsible for security codes once we send them to you (or the authorised person) even if any other person receives or uses them.

30.5 You must instruct us in writing if you want to cancel a security code issued to you or an authorised person.

30.6 We may cancel a security code without notice.

30.7 We are not responsible for any services by which you or an authorised person obtains any security codes that are not controlled by us and we are not liable for any loss you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the costs in connection with it.

Protecting security codes and cheque books

30.8 You and each authorised person must take all necessary steps to prevent unauthorised or fraudulent use of your or their security codes or cheque books.

30.9 For example, you and each authorised person must:

- memorise a PIN/password and destroy PIN/password notifications as soon as possible after receiving or selecting the PIN/password;
- not record any PIN/password (except where it is dispensed in a way that others are not able to decipher it);
- when selecting a PIN/password, not select an obvious word or number or one that can be easily guessed by someone else (such as a date of birth, middle name, family member’s name or telephone number);
- not voluntarily tell anyone their PIN/password or let anyone find out their PIN/password – not even family or friends, a joint account holder with you, a member of our staff, or someone giving assistance on a technical helpdesk in connection with any services;
- not record a PIN/password (disguised or not) on electronic equipment or on a physical device that is a security code or computer;
- change PIN/passwords regularly or, at minimum, whenever we or our systems require you or the authorised person to do so;
- not select a PIN/password they have used before;
- not voluntarily give their security code to any other person;
- if they use SMS banking, not leave their mobile phone unattended or give any person access to their mobile phone in a way that allows them to access SMS banking, in an unattended place or with a computer, etc.

30.10 If you or an authorised person lose or misplace your security code, or if it stops working, you must inform us immediately.

30.11 If you or an authorised person receive a new security code, you must use it as soon as possible after receiving it.

30.12 If a new or a replacement security code has been issued, you must ensure that you are the only person who can use that code.

30.13 You must change your security code periodically, but you must ensure that the new code is not similar to the old one.

30.14 You must use a new security code for any service that does not involve a personal interaction.

30.15 When changing or renewing your security code, you must ensure that it is not similar to any previous code.

30.16 You must inform us immediately if you or an authorised person suspect that your security code has been compromised.

30.17 If you or an authorised person have any reason to believe that your security code has been compromised, you must change it immediately.

30.18 You must ensure that you keep all your security codes in a secure place, and you must not share them with anyone.

30.19 If you or an authorised person suspect that your security code has been compromised, you must change it immediately.

30.20 You must ensure that you keep all your security codes in a secure place, and you must not share them with anyone.

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30.29 You must ensure that you keep all your security codes in a secure place, and you must not share them with anyone.

30.30 You must ensure that you keep all your security codes in a secure place, and you must not share them with anyone.
30.10 Neither you nor an authorised person may keep records (disguised or not) of a PIN/password near records of an account (such as an account number) or other security code device.

Loss, theft or misuse of security codes or cheque books

30.11 You and each authorised person must notify us by phone as soon as you know:
- become aware that your or their security code or cheque book, blank cheque or signed cheque may have been lost or stolen; or
- suspect that someone knows your or their or any other authorised person’s PIN/password; or
- suspect or become aware that there has been unauthorized access to an account or use of a security code or cheque book; or
- become aware that your or their computer or mobile phone which you or they use to access any electronic banking services may have been lost or stolen; or
- become aware that your or their mobile number has changed, otherwise you may be liable for any loss incurred (see clause 30.13). If your cheque/cheque-book has been lost or stolen you must notify the police and give us a copy of the police report.

Never keep PIN/password records together with account records, cards or mobile phones etc

in a briefcase, bag, wallet or purse (even if in different compartments).

in a car (even if in different areas of the car).

at home in the one item of furniture, even if in different compartments (for example, different drawers of the same bedroom dresser).

in a situation where, if a thief finds a card, mobile phone or other physical device to access electronic equipment they also find the record of the PIN/password.

30.12 You must provide us with any relevant information and give us reasonable assistance in recovering lost or stolen security code or cheque book.

30.13 You are liable for any unauthorized transactions that occur on the account linked to a lost, stolen or misused security code, or cheque book until you have notified us in writing if there was a delay due to our communication channels being unavailable.

30.14 Our decision in relation to a breach of the security procedures or where a security code or cheque book has been lost or stolen is final and binding on you.
Precautions when using electronic banking services

30.15 You and each authorised person must take the following precautions when using electronic banking services.

Requests for security code or account details

30.16 After you initially open an account or register for electronic banking services, we will never contact you or an authorised person, or ask anyone to do so on our behalf, with a request to disclose the account details or security code. If you or an authorised person receive such a request from anyone (even if they are using our name and logo and appear to be genuine), you or they must not disclose the account details or security code. You or the authorised person must notify us as soon as possible.

Recovered security code

30.17 If you or an authorised person recovers a lost or stolen security code, you or they must return that security code to us without using or attempting to use it.

Consent to videoing

30.18 By using a product or security code you and each authorised person consents to us videotaping or recording you or them on camera at terminals or other facilities where you or they use the product or security code.

31. Liability for transactions

Disputed transactions

Take the following precautions

- Not allow anyone else to operate any electronic banking services on your or their behalf.
- Not leave electronic equipment unattended while you or they are on-line to any electronic banking service. This applies whether electronic equipment is sourced independently of us or provided by us in our branches or other premises.
- If you or they access any electronic banking service from electronic equipment in one of our branches, you or they must ensure that you or they have gone off-line before leaving the branch.
- Not access any electronic banking services from any electronic equipment connected to a local area network (or LAN), such as an office environment, without first making sure that no other person is able to observe or copy your or their access or otherwise gain access to the electronic banking service by that electronic equipment, network or environment.
- Not allow anyone else to observe your or their PIN/password when you or they enter it into any electronic equipment.

Publications on the following precautions

- If there is a disputed transaction involving a card, a card number or a cheque and the card or cheque was delivered to you or an authorised person, you must prove that the card or cheque was not used or issued by you or an authorised person at the time the disputed transaction was entered into or recorded (otherwise you are liable).

Your liability for transactions

You will be liable for any loss incurred if you act fraudulently or due to your willful misconduct.

31.1 If you are found to be jointly liable for any loss incurred due to your willful misconduct or negligence in connection with electronic banking services.

31.2 You are liable for the following transactions:

- Precautions when using electronic banking services
- Requests for security code or account details
- Recovered security code
- Consent to videoing

31.3 If you are found to be jointly liable for any loss incurred due to your willful misconduct or negligence in connection with electronic banking services.

31.4 You are liable for the following transactions:

- Precautions when using electronic banking services
- Requests for security code or account details
- Recovered security code
- Consent to videoing

31.5 If you are found to be jointly liable for any loss incurred due to your willful misconduct or negligence in connection with electronic banking services.

31.6 You are liable for the following transactions:

- Precautions when using electronic banking services
- Requests for security code or account details
- Recovered security code
- Consent to videoing

31.7 If you are found to be jointly liable for any loss incurred due to your willful misconduct or negligence in connection with electronic banking services.

31.8 You are liable for the following transactions:

- Precautions when using electronic banking services
- Requests for security code or account details
- Recovered security code
- Consent to videoing

31.9 If you are found to be jointly liable for any loss incurred due to your willful misconduct or negligence in connection with electronic banking services.

31.10 You are liable for the following transactions:

- Precautions when using electronic banking services
- Requests for security code or account details
- Recovered security code
- Consent to videoing

31.11 If you are found to be jointly liable for any loss incurred due to your willful misconduct or negligence in connection with electronic banking services.

31.12 You are liable for the following transactions:

- Precautions when using electronic banking services
- Requests for security code or account details
- Recovered security code
- Consent to videoing

31.13 If you are found to be jointly liable for any loss incurred due to your willful misconduct or negligence in connection with electronic banking services.

31.14 You are liable for the following transactions:

- Precautions when using electronic banking services
- Requests for security code or account details
- Recovered security code
- Consent to videoing

31.15 If you are found to be jointly liable for any loss incurred due to your willful misconduct or negligence in connection with electronic banking services.

31.16 You are liable for the following transactions:

- Precautions when using electronic banking services
- Requests for security code or account details
- Recovered security code
- Consent to videoing

31.17 If you are found to be jointly liable for any loss incurred due to your willful misconduct or negligence in connection with electronic banking services.

31.18 You are liable for the following transactions:

- Precautions when using electronic banking services
- Requests for security code or account details
- Recovered security code
- Consent to videoing

31.19 If you are found to be jointly liable for any loss incurred due to your willful misconduct or negligence in connection with electronic banking services.

31.20 You are liable for the following transactions:

- Precautions when using electronic banking services
- Requests for security code or account details
- Recovered security code
- Consent to videoing

31.21 If you are found to be jointly liable for any loss incurred due to your willful misconduct or negligence in connection with electronic banking services.

31.22 You are liable for the following transactions:

- Precautions when using electronic banking services
- Requests for security code or account details
- Recovered security code
- Consent to videoing
transactions that occur on an account linked to a security code or cheque book:
• transactions carried out with your knowledge and consent;
• transactions carried out by an authorised person, unless you have told us to cancel that authorised person’s security code, and if relevant, you have taken all reasonable steps to have any security code device issued by us, returned to us;
• transactions carried out by any other person using a security code or cheque book (unless you have told us to cancel that security code or cheque book, and if relevant, you have taken all reasonable steps to have any security code device issued by us returned to us). This includes where a transaction which is carried out by someone other than you or an authorised person with or without your knowledge and consent, and applies even where you have complied with our requirements regarding safeguarding security codes or cheque books.
• transactions conducted using electronic banking service (other than by using a credit card) not authorized by you or an authorised person (for example, a transaction which is carried out by someone other than you or an authorised person without your knowledge and consent) if you or any other authorised person have acted fraudulently, acted with gross negligence such as failing to properly safeguard or prevent unauthorized access to a security code or cheque book or not notifying us if a security code or cheque book is lost or stolen;
• transactions not conducted using a card or electronic banking service where you or an authorised person breach our banking agreement or are negligent in any way; and
• any other transactions specified in the product terms. Also see clause 43 which sets out circumstances where we are not liable to you for loss.

من الأشكال، و
• كافة المعاملات الأخرى المحددة في أحكام المنتج يرجى الرجوع كذلك إلى البند 43 والذي تدرج الحالات التي لا تتحمل فيها مسؤولية الخسارة.

• المعاملات التي تم إلغائها أو مواقعتها،
• المعاملات التي تم من خلال شخص موقوع، ما لم تتجاوز أبالغ الرمز الأمني للشخص الموقوع، والتحذير
• كافة الإجراءات المعقولة لضمان إعادة أي رمز أمني أصدرناه إليها.
• المعاملات التي تم من خلال شخص آخر باستخدام أي رمز أمني أو دفتر الشيبات (ما لم تتجاوز أبالغ هذا الرمز الأمني أو دفتر الشيبات،
• واتخاذ كافة الإجراءات المعقولة لإعادة أي رمز أمني أصدرناه إليها).
• معظم تلك المعاملة التي تنتم من خلال شخص غيركم أو غير الشخص الموقوع بحكمه ومؤقتكم، أو من دونها، وتطبيق عند النزاعات
• المتطلبات الخاصة بحماية الرمز الأمني أو دفاتر الشيبات.
• المعاملات التي تم من خلال الخدمات الإلكترونية (خلاف استخدام بطاقة الائتمان)
• وغير المرخص بها من قبلكم أو من قبل الشخص الموقوع (على سبيل المثال، المعاملة التي تنتم من خلال شخص غيركم أو غير الشخص الموقوع دون معرفتك ومؤقتكم إذا كنت أو الشخص الموقوع قد تصرفت بشكل احتيالي أو نتيجة إهمال جسيم كالانخفاض في حماية الرمز الأمني أو من الوصول إليه أو إلى دفتر الشيبات دون تصريح مناسب أو غير تحذير من قبلنا، أو سرقة الرمز الأمني أو دفتر الشيبات.
• المعاملات التي لا تتم من خلال البطاقة أو الخدمات المصرفية الإلكترونية، و
• التي تسبب إخلالكم أو إخلال الشخص الموقوع بالاتفاقية المصرفية بأي طريقة تنطوي على إهمال بأي شكل
Part F – Payments

32. Profit, fees and costs
You need to ensure you are aware of and understand the profit, fees and costs referred to in these Terms and Conditions. These are set out in the Service & Price Guide or are available by contacting us at one of our branches or by using phone banking. Our Service & Price Guide is revised periodically and you must pay any applicable, fees and costs at the relevant time.

Service fees

32.1 Additional fees and costs may apply in the case of services provided in connection with a product. For example, the use of electronic banking services, or for certain types of payments and deposits such as foreign currency deposits and telegraphic transfers (including fees charged by third party service providers).

Government charges

32.2 You must also pay us an amount equal to any government charges and duties (however described) on or in connection with our banking agreement. These are payable whether or not you are primarily liable for those charges and duties.

Withholding tax

32.3 Profit earned by you for a product may be subject to withholding tax in accordance with applicable law.

32.4 If a law requires you to deduct any tax from a payment to us, you must increase the amount payable so that, after making the deduction, we receive the amount we would have received if no deduction had been required. You agree to deduct the amount for the tax, pay that amount to the relevant authority in accordance with applicable law and give us the original receipts.

Value added tax

32.5 All payments to be made by you in connection with our banking agreement are calculated without regard to any goods and services tax, consumption tax, value added tax or any tax of a similar nature. If any of these types of taxes is payable in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.

Calculation

32.6 Any profit or fee payable under our banking agreement accrues, and is calculated in accordance with our usual practice. In this respect you should be aware that we reserve the right to round any profit rate or calculation to the nearest decimal place (as we may decide from time to time), with our current practice to calculate and pay profit to two decimal places.

No refund

32.7 You are not entitled to any refund of any profit, fee or costs you have paid or subsidy you have received including where you do not use a product or our banking agreement ends.

Costs on cancellation

32.8 If our banking agreement ends, you cancel any product before using it or you do not proceed to use a product within any period we specify in our banking agreement, we may require you to pay, profit, fees and costs incurred in connection with our banking agreement or the product. This includes any legal costs in connection with preparation of documents (such as securities) even if these documents have not been signed.

لا يحقكم أوراق كاملة أو أي ضريبة أخرى أجريت أو أجريت من مبلغ سبيلاً يعود إلى الشروط المفيدة. أي مبلغ مبلغもらった من خلال الخدمات المصرفية أو التكاليف المستبكلة بضمان الخدمات المصرفية أو الخدمات المستبكلة (كالضمانات) حتى لم يتوفقي تلك الخدمات.

The benefit of the clause above is that you may receive the amount that, after making the deduction, we must pay any tax on the profit, fees and costs incurred in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.

Calculation

32.6 Any profit or fee payable under our banking agreement accrues, and is calculated in accordance with our usual practice. In this respect you should be aware that we reserve the right to round any profit rate or calculation to the nearest decimal place (as we may decide from time to time), with our current practice to calculate and pay profit to two decimal places.

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Costs on cancellation

32.8 If our banking agreement ends, you cancel any product before using it or you do not proceed to use a product within any period we specify in our banking agreement, we may require you to pay, profit, fees and costs incurred in connection with our banking agreement or the product. This includes any legal costs in connection with preparation of documents (such as securities) even if these documents have not been signed.
33. You indemnify us

33.1 You indemnify us against, and must pay us on demand for, any loss we reasonably incur in connection with:

- any account, the establishment and provision of any product or any transaction contemplated by our banking agreement;
- searches and enquiries we make in connection with you (including checking for insolvency);
- instructions you or an authorised person gives us (including those sent by electronic equipment);
- any service provided by a third party such as services arranged by a card association;
- any tax payable by you on, or calculated by reference to, any amount paid or payable by you under our banking agreement (excluding any tax payable by us by reference to our net income);
- us acting on, delaying or refusing to act on instructions from you or an authorised person or taking action against you or an authorised person;
- a default;
- any amount payable by you under our banking agreement being repaid, discharged or made payable before its due date (the loss we incur includes our loss in connection with unwinding, terminating or changing arrangements we have made to fund or maintain our funding of any product);
- any person exercising, or not exercising, rights under our banking agreement (including enforcement action and debt collection costs, such as valuation fees, auctioneer’s charges, evasion costs, enforcement order costs, property taxes and property administration and service charges).

33.2 If we ask, you must appear and defend at your own cost and expense any action which may be brought against us in connection with our banking agreement.

33.3 You must sign any document we reasonably require to give further effect to this clause including in connection with instructions sent by electronic equipment or lost cheque books or security codes.

34. Payments - generally

We (and each other member of the Standard Chartered Group) have rights to set any amount we (or any other member of the Standard Chartered Group) owe you against any amount you owe us or any other member of the Standard Chartered Group). Please see rights of set off below.

Payments in full

34.1 All payments you must make to us under our banking agreement must be received by us on the due date in full in immediately available funds in the currency we specify and without setoff, counterclaim or deduction or withholding (including on account of any tax) unless the deduction or withholding is required by law. If you are acting on behalf of a third party such as services arranged by a card association, you must sign any document we require.

Independent payment obligations

34.2 Your obligation to pay any amount under our banking agreement is separate from each other obligation to pay.

Right of set off

34.3 We (and any other member of the Standard Chartered Group) may set off any amount we (or any other member of the Standard Chartered Group) owe against any amount you owe us or any other member of the Standard Chartered Group).
Banking days

34.6 Unless otherwise stated in the product terms, if an amount is due on a day which is not a banking day, you must pay it on or before the preceding banking day.

Debting accounts

34.7 We may debit (without notice to you) any profit, delay payments, fees, costs or any other amount you owe us in connection with a product to the account for the product.

Honouring payment instruments

34.11 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:

Automatic payment from account with another institution

34.9 If we require you to pay us an amount by automatic payment from an account with another financial institution you must:

- organize a payment arrangement with the other financial institution under which an amount equal to the amount, is debited from that account and deposited in your nominated account on each payment date and give us satisfactory evidence that this is in place; or
- provide us with any authority we require to enable us to debit the amount, to that account; or
- if we ask, give us one or more signed undated cheques in our favour with the amount left blank and otherwise drawn as we require.

Authority to fill in cheques

34.10 If you provide us with any cheques, you irrevocably authorise and appoint us as your attorney to fill in the dates and amounts in the cheques for an amount not exceeding the limit for the product at that time and acknowledge that we may use these cheques to pay any amount you owe us in connection with the product.

Insufficient funds

34.8 If you have insufficient funds in any account in respect of which we are entitled to debit amounts you owe us, yet we still decide to debit the account, our action does not constitute a waiver or otherwise affect our rights under our banking agreement.

4.1.2 When notifying of a payment in our account without a debit order, we may debit an insufficient amount if you have not indicated that you are disputing the transaction.

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Automatic payment from account with another institution

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- organize a payment arrangement with the other financial institution under which an amount equal to the amount, is debited from that account and deposited in your nominated account on each payment date and give us satisfactory evidence that this is in place; or
- provide us with any authority we require to enable us to debit the amount, to that account; or
- if we ask, give us one or more signed undated cheques in our favour with the amount left blank and otherwise drawn as we require.

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- organize a payment arrangement with the other financial institution under which an amount equal to the amount, is debited from that account and deposited in your nominated account on each payment date and give us satisfactory evidence that this is in place; or
- provide us with any authority we require to enable us to debit the amount, to that account; or
- if we ask, give us one or more signed undated cheques in our favour with the amount left blank and otherwise drawn as we require.

Authority to fill in cheques

34.10 If you provide us with any cheques, you irrevocably authorise and appoint us as your attorney to fill in the dates and amounts in the cheques for an amount not exceeding the limit for the product at that time and acknowledge that we may use these cheques to pay any amount you owe us in connection with the product.

Honouring payment instruments

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4.1.2 When notifying of a payment in our account without a debit order, we may debit an insufficient amount if you have not indicated that you are disputing the transaction.

Automatic payment from account with another institution

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- organize a payment arrangement with the other financial institution under which an amount equal to the amount, is debited from that account and deposited in your nominated account on each payment date and give us satisfactory evidence that this is in place; or
- provide us with any authority we require to enable us to debit the amount, to that account; or
- if we ask, give us one or more signed undated cheques in our favour with the amount left blank and otherwise drawn as we require.

Authority to fill in cheques

34.10 If you provide us with any cheques, you irrevocably authorise and appoint us as your attorney to fill in the dates and amounts in the cheques for an amount not exceeding the limit for the product at that time and acknowledge that we may use these cheques to pay any amount you owe us in connection with the product.

Honouring payment instruments

34.11 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:

4.1.2 When notifying of a payment in our account without a debit order, we may debit an insufficient amount if you have not indicated that you are disputing the transaction.

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- organize a payment arrangement with the other financial institution under which an amount equal to the amount, is debited from that account and deposited in your nominated account on each payment date and give us satisfactory evidence that this is in place; or
- provide us with any authority we require to enable us to debit the amount, to that account; or
- if we ask, give us one or more signed undated cheques in our favour with the amount left blank and otherwise drawn as we require.

Authority to fill in cheques

34.10 If you provide us with any cheques, you irrevocably authorise and appoint us as your attorney to fill in the dates and amounts in the cheques for an amount not exceeding the limit for the product at that time and acknowledge that we may use these cheques to pay any amount you owe us in connection with the product.

Honouring payment instruments

34.11 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:

4.1.2 When notifying of a payment in our account without a debit order, we may debit an insufficient amount if you have not indicated that you are disputing the transaction.
35.1 We may make currency conversions in respect of any amount received by us from you or due to you from us at a rate we reasonably consider appropriate. You indemnify us for any shortfall arising from the conversion.

35.2 You waive any right you have in any jurisdiction to pay any amount other than in the currency in which it is due. If we receive an amount in a currency other than that in which it is due:

• we may convert the amount into the due currency on the date and at rates we reasonably consider appropriate. We may deduct our costs incurred in the conversion; and
• you satisfy your obligations to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the costs of the conversion.

Conversion after default

35.3 Despite any other provision of our banking agreement, at any time after you are in default we may convert the base currency at a rate determined by us any part of the balance owing for the account for the product which is not due to us in the base currency ("foreign currency obligation").

35.4 The applicable foreign currency obligation is then taken to be replaced with an obligation to pay us an amount of the base currency equal to the amount of the base currency needed for the conversion plus the costs of the conversion.

34.12 Payments are taken to be made when we credit them to the account. We do this as soon as practicable after receipt.

34.13 Unless set out in the product terms we may use amounts we receive under our banking agreement to pay amounts you owe us in any order we choose.

Payments into suspense account

34.14 We may place in a suspense account any payment we receive in connection with our banking agreement for so long as we consider appropriate. This is to protect our rights against other amounts you may owe us.

Insolvent payments

34.15 Under insolvency law a person may demand the return of payment we have received under our banking agreement. To the extent we are obliged to do so or we agree to make a refund, we may treat the original payment as if it had not been made. We are then entitled to our rights against you under our banking agreement as if the payment had never been made.

34.13 Payments into suspense account (unless we ask you to do so to reflect a change in the instalments) or close or change the account on which cheques are drawn.

How we apply payments

34.12 Payments are taken to be made when we credit them to the account. We do this as soon as practicable after receipt.

34.13 Unless set out in the product terms we may use amounts we receive under our banking agreement to pay amounts you owe us in any order we choose.

Payments into suspense account

34.14 We may place in a suspense account any payment we receive in connection with our banking agreement for so long as we consider appropriate. This is to protect our rights against other amounts you may owe us.

Insolvent payments

34.15 Under insolvency law a person may demand the return of payment we have received under our banking agreement. To the extent we are obliged to do so or we agree to make a refund, we may treat the original payment as if it had not been made. We are then entitled to our rights against you under our banking agreement as if the payment had never been made.

34.12 Payments are taken to be made when we credit them to the account. We do this as soon as practicable after receipt.

34.13 Unless set out in the product terms we may use amounts we receive under our banking agreement to pay amounts you owe us in any order we choose.

Payments into suspense account

34.14 We may place in a suspense account any payment we receive in connection with our banking agreement for so long as we consider appropriate. This is to protect our rights against other amounts you may owe us.

Insolvent payments

34.15 Under insolvency law a person may demand the return of payment we have received under our banking agreement. To the extent we are obliged to do so or we agree to make a refund, we may treat the original payment as if it had not been made. We are then entitled to our rights against you under our banking agreement as if the payment had never been made.
Currency Conversion on judgement debt, orders, directives, issued under law or regulator

35.5 You must comply with all exchange control laws in connection with our banking agreement. If a country restricts the availability or transfer of its currency, we need not make any payment to your account in that currency. We may make the payment in any currency we consider appropriate.

Currency conversion on judgment debt, Orders, directives issued under law or regulator

35.6 If a judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority, or proof of debt for or the recovery of an amount in connection with our banking agreement is expressed in a currency other than that in which the amount is due under our banking agreement, then you indemnify us against:

- any difference arising from converting the other currency if the rate of exchange we use under our banking agreement for converting currency when we receive a payment in the other currency is less favourable to us than the rate of exchange used for the purpose of the judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority, or acceptance of proof of debt; and
- the costs of conversion.

You must comply with all exchange control laws in connection with our banking agreement. If a country restricts the availability or transfer of its currency, we need not make any payment to your account in that currency. We may make the payment in any currency we consider appropriate.

Currency conversion on judgment debt, orders, directives, issued under law or regulator

35.6 If a judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority, or proof of debt for or the recovery of an amount in connection with our banking agreement is expressed in a currency other than that in which the amount is due under our banking agreement, then you indemnify us against:

- any difference arising from converting the other currency if the rate of exchange we use under our banking agreement for converting currency when we receive a payment in the other currency is less favourable to us than the rate of exchange used for the purpose of the judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority, or acceptance of proof of debt; and
- the costs of conversion.
Part G - Information, statements and records

36. Information you give

Information must be correct

36.1 Each time we offer a product to you or you use a product, we rely on the information you give to us. It must be correct, complete and not misleading. You must notify us within 30 calendar days if you become aware that any information you have given changes, is incorrect or misleading.

What you must give us

36.2 If we ask, you must give us any information about or documents in connection with:

• our banking agreement; or
• your financial affairs.

All information or documents must be in the form we require and certified by you to be true.

36.3 You must notify us if there is any change in your employment, business or profession within 15 days of the change.

36.4 You must get the consent of other persons named in a customer information form, an application or any authorised person to our collection, holding and use of your personal information.

36.5 You consent to us periodically checking your credit status with any credit bureau or credit reference agency.

Representations

36.6 You represent and warrant that:

• you have power and all necessary authorisations to own your assets and carry on any business you conduct, to enter into each of our banking agreements and any security you provide and to comply with your obligations and exercise your rights under them;
• your obligations under each of our banking agreements are valid, binding and enforceable and you will not be in breach of any law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under any of our banking agreements;
• all the information given by you is correct, complete and not misleading and each representation made by you to us is correct and not misleading;
• since the date the information was given there has been no change in your financial circumstances which may have a material adverse effect on your ability to meet any of your or their obligations to us;
• you have not withheld any information that might have caused us not to enter into any of our banking agreements or provide any product to you (including information about the assets you or they own);
• neither you nor any assets you own have immunity from the jurisdiction of a court or from legal process;
• unless otherwise stated in the application, you are not entering into our banking agreement or transacting with us as a trustee, agent or nominee. (This means you are liable as principal);
• if we accept your application to enter into our banking agreement or you transact with us as a trustee, executor, agent or nominee, you are authorised to do so;
• you are not in default and no event has occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become a default;
• You repeat these representations and warranties every time you apply for a product or make any

Anكم تلتزمون بالصلاحيات وكافة الترويجات الإدارية لامتلاك أصولكم ومراقبة أي عمل تقومون به وإبرام كافة الاتفاقات المصرفية وأي ضمان تقديم الدفعة بالالتزاماتكم وممارسة حقوقكم وفقاً لها.

• أن التزامكم بالاتفاقيات المصرفية بيننا وبينك صحيحة وملمزة وواضحة، وأنكم نتحافظ أن تنوون أو تفويض أو موافقة أو اتفاقية أو تأكيد أو التسويف أو ممارسة الحقوق وفقاً لأي من الاتفاقات المصرفية بيننا وبينك.

• أن كافة المعلومات التي رفعتوها صحيحة وكاملة وغير مضللة.

• إنك في حال قبولنا طلبكم، فإنكم تقبلون أي إقرار قد تم إليه.

• التزامكم باتخاذ أي تغيير في معلوماتكم.

• باتخاذ أي تغيير في معلوماتكم.

• عدم طريقك لأي معلومات كان من الممكن أن تنطوي على إبرام أي اتفاقية مصرفية أو تقديم أي متاح.

• إذن أنك في ذلك الاتفاقات المصرفية الخاصة بالأصول التي تتكونها أنت أو مثلاً.

• لا تدينوا إنتم أو أصولكم أي حساسات ضد التعابير التصميمية.

• لإحكام أو إجربة ديني.

• ما لم يحتمل أن تكون أي إجراء إشعاعي.

• أنكم لم تتوفروا الاتفاقات المصرفية معنا كأمين أو وكل أو طرف معين.

• إذا فقد تلك التزامك كطرف أصيل.

• في حالة بيئة طب إبرام اتفاقية المصرفية أو تعاملكم معنا كأمين أو موكل أو وكل أو طرف معين، فإنكم تفوضونا القيام بذلك.

• عدم تحقيقكم عن الزواج بالالتزاماتكم.

• عدم وجود أي حالة قد تجعلكم متخلفين عن الوفاء بالالتزاماتكم.

• بعد تقديم إخطار أو انتهاء وقت أو

وجوب صحة المعلومات

36-1 في كل مرة تقدم إليك فيها معلومات أو تستخدمون فيها منتجاً، فإننا نحاول أن تكون المعلومات التي نزودنا بها وتنبغي أن تكون تلك المعلومات صحيحة وكاملة وغير مضللة.

• إذا كنتم تقدمون معلومات صحيحة وكاملة ومتصلحة، فإنكم خطرنا خلال 30 يوماً ميلاديةً في حال تراءتم بعد صحة أو تحليل أي معلومات قدتموها.

المعلومات التي ينبغي عليك تقديمها إليها

2-36 ينبغي عليك، من طرفك، تقديم أي معلومات أو مستندات تتعلق بما يلي:

• اتفاقياتنا المصرفية، أو

• شؤونك المالية.

• ينبغي أن تكون كافة المعلومات بالشكل الذي تطلبه ووصول على صحتها.

3-36 ينبغي عليك إخطارنا في حال حدوث أي تغيير

• في عملكم أو تجاربكم أو في ممتلكتكم خلال 30 يوماً من هذا التغيير.

• ينبغي عليك الحصول على موافقة الأشخاص الآخرين المتوركيين في معلومات العمل أو أي طلب أو أي شرف مرفوع للحصول على معلوماتك الشخصية وحاجاتنا بها.

• 4-36 تصدق إلينا موافقة في شروط الدراسة لإنك اتفاقية الاتصال لدى أي مكتب إتصلنا أو وكالة تصفية إتمام.

• الالتزامات الإضافية

• 5-36

• تعودون وتقوير بالأتي:
transaction on a product or account. You must notify us whenever anything happens which would mean you could not truthfully repeat these representations and warranties.

- You must notify us within 30 calendardays if you become aware that you have given any information that you have given is incorrect or misleading.

37. Information we give

Any information we give to you is for reference purposes only. We do our best to ensure that the information we provide is accurate and complete.

38. Information we disclose

38.1 You consent to each member of the Standard Chartered Group, its officers, employees, agents and advisers disclosing information relating to you (including details of the accounts or products to:

- our head office and any other member of the Standard Chartered Group in any jurisdiction ("permitted parties");
- professional advisers, service providers or independent contractors to, or agents of, the permitted parties, such as debt collection agencies, data processing firms and correspondents who are under a duty of confidentiality to the permitted parties;
- any actual or potential participant or sub-participant in relation to any of our obligations under our banking agreement between us, or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
- any credit bureau or credit reference agency, rating agency, business alliance partner, insurer or insurance broker of, or direct or indirect provider of credit protection, or any permitted parties;

- any financial institution which you have or may have dealings for the purpose of conducting credit checks (including in the form of bank references);
- any court, tribunal or authority (including an authority investigating an offence) with jurisdiction over the permitted parties;
- any regulator or tax authority where necessary to establish any tax liabilities in any jurisdiction pursuant to orders, agreements with regulators or authorities or otherwise;
- a merchant or a member of a card association where the disclosure is in connection with use of a card;
- any authorised person;
- anyone we consider necessary in order to provide you with services in connection with an account whether they are located in or outside United Arab Emirates.
Statements and records

If you think there is a mistake

Our records are conclusive

Reversals

We may cancel, reverse or debit any payment we make under our banking agreement (including any profit paid) and make any corresponding adjustments to an account:

- to correct a mistake;
- where we have not received cleared and unconditional funds in full or promptly;
- where we are required to return the funds to the relevant payer or drawer; or
- where we have reasonable grounds for doing so.

Our records are conclusive

If your instructions are to give

If your instructions are to give a consolidated statement (if available) you acknowledge that we will not also issue separate statements for individual accounts.

If you think there is a mistake

You should retain all transaction records to enable you to verify entries, for accuracy as soon as you receive your statement. You must report any mistaken or unauthorized transactions to us as soon as possible. Unless otherwise stated in the product terms, if you do not report any mistake within 14 days after the date of the statement, we treat the statement as correct.

The date which appears on the transaction record may vary from the date that appears on your statement. This is because transactions completed on non-banking days and after “cut-off” time on banking days may be held over to be processed on the next banking day.

Reversals

We may cancel, reverse or debit any payment we make under our banking agreement (including any profit paid) and make any corresponding adjustments to an account:

- to correct a mistake;
- where we have not received cleared and unconditional funds in full or promptly;
- where we are required to return the funds to the relevant payer or drawer; or
- where we have reasonable grounds for doing so.

Statements and records

If you think there is a mistake

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- to correct a mistake;
- where we have not received cleared and unconditional funds in full or promptly;
- where we are required to return the funds to the relevant payer or drawer; or
- where we have reasonable grounds for doing so.

Our records are conclusive

If your instructions are to give
Part H - Termination, suspension and enforcement

40. How our banking agreement, or your use of a product, ends Termination by either party.

40.1 Either you or we may end our banking agreement or your use of a product by giving the other party prior notice in writing in accordance with our banking agreement.

40.2 If you have more than one account, you may not cancel certain electronic banking services for any one account only (unless we otherwise agree).

Termination by us

40.3 We may end any (or all) of our banking agreements for a product with or without notice to you if:

- you have given us incorrect, incomplete or misleading information or made a representation or warranty that is incorrect or misleading;
- you do not pay on time an amount due under any of our banking agreements or any other arrangement you have entered into with a member of the Standard Chartered Group. (This includes if you have not ensured there are sufficient funds available in an account which has been nominated for debiting payments); or
- you have breached any other term of any of our banking agreements or any other arrangement you have entered into with a member of the Standard Chartered Group; or
- you have breached any term of any arrangement you have with another financial institution or another financial institution has suspended or terminated your use of any banking facility; or
- any company you control has breached any term of any arrangement it has entered into with a member of the Standard Chartered Group or another financial institution or another financial institution has suspended or terminated its use of any banking facility; or
- you become insolvent or any of your assets are subject to insolvency proceedings; or
- you die or becomes incapacitated; or
- you stop payment, cease to carry on your business or a material part of it or threatens to do so; or
- you fraudulently or dishonestly; or
- any of your or your assets are subject to enforcement of a judgment by any party; or
- any assets the subject of a security or any of your business is in jeopardy; or
- you are convicted of a crime; or
- we consider that an account is being operated in an irregular or improper manner; or
- legal proceedings to recover debts or criminal proceedings are commenced against you; or
- you are no longer a resident in the United Arab Emirates; or
- your employment contract with your employer (as listed in the application) is terminated; or
- when the product is offered to you on basis of your salary transfer – you stop to transfer your salary or your salary gets reduced; or
- any business you operate is not carried on in a proper, orderly and efficient manner or you cease to operate it or a substantial part of it or significantly change it without our consent; or
- anything occurs which, in our opinion, is likely to have a material adverse effect on your business, assets or financial condition or your or their ability or willingness to comply with obligations under any of our banking agreements;
or any other event of default (how-
er ever described) under any of our
banking agreements or any se-
curity occurs; or
• performance of any obligation by
either you or us under any of our
banking agreements breaches, or is likely to breach, a law or a
requirement of any authority. Our
rights under this clause do not affect any other right under any
of our banking agreements and
are subject to the giving of any
notice, demand or lapse of time
which is required by applicable
law and cannot be excluded.

Additional rights to terminate

40.4 The product terms or these Terms and Conditions may specify addition-
ally contractual circumstances in which you or we may end your right to our
banking agreement for a product.

41. What happens on termination

Enforcement action

41.1 We may take any action we consid-
er appropriate to enforce our bank-
ing agreement including:

• employing any third party agent
to collect any amount owing to
us;
• taking steps to attach your as-
sets;
• taking steps to enforce your rights
against your assets such as by
lodging caveats;
• commencing legal proceedings
against you.

Banking agreement

41.2 After our banking agreement for a
product ends, you must:

• not use the product or any ben-
efits in connection with the pro-
duct;
• immediately repay all amounts
owing to us under our banking
agreement including the balance
owing for the account for the
product;
• do any other thing which our
banking agreement requires to
be done when your right to use
the product ends.

No effect on rights and liabilities

41.3 Ending our banking agreement, or
the right to use a product, does
not affect any of the rights and ob-
ligations of either of us, which arose
before it ended. You are not entitled
to any refund of any fee or amount
paid or subsidy received in connec-
tion with any product. All provisions
in our banking agreement in con-
nection with clawbacks, indemnities,
liability of limitation of informa-
tion, set off, currency convers-
tion, tax, and the provisions in Part
I (General) survive termination of our
banking agreement.

41.4 After our banking agreement ends, we
can review and withdraw any
promotional or preferential arrange-
ment that applies to you.

Review of entitlements

42. Suspension

We may suspend providing a product at any
time for any reason (even if there is no default).

If we do, we notify you as soon as practicable.

Blocking accounts or withholding of funds

42.1 We may block any account (and lat-
er remove the block) at any time or
withhold amounts in any account at
any time, if an authority requires us to
do so, or we are otherwise required
by law or pursuant to agreements
with any regulator or any authority
to do so, or if we need to comply with
internal policies associated with any
applicable order or sanction of an
authority.

41.2 After our banking agreement for a
product ends, you must:

• not use the product or any ben-
efits in connection with the pro-
uct;
• immediately repay all amounts
owing to us under our banking
agreement including the balance
owing for the account for the
product;
• do any other thing which our
banking agreement requires to
be done when your right to use
the product ends.

No effect on rights and liabilities

41.3 Ending our banking agreement, or
the right to use a product, does
not affect any of the rights and ob-
ligations of either of us, which arose
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er remove the block) at any time or
withhold amounts in any account at
any time, if an authority requires us to
do so, or we are otherwise required
by law or pursuant to agreements
with any regulator or any authority
to do so, or if we need to comply with
internal policies associated with any
applicable order or sanction of an
authority.

41.2 After our banking agreement for a
product ends, you must:

• not use the product or any ben-
efits in connection with the pro-
uct;
• immediately repay all amounts
owing to us under our banking
agreement including the balance
owing for the account for the
product;
• do any other thing which our
banking agreement requires to
be done when your right to use
the product ends.
43. Conversion of accounts

We may convert or consolidate any account into another type of account if we consider it appropriate to do so and we give you reasonable notice in writing before we do so. If you do not instruct us that you want to close the account before expiry of the notice period, we will proceed to convert or consolidate the account and we will allocate a new account number.
Exclusion of liability

44. General

Part I – General

44.1 Unless a law prohibits us from excluding or limiting our liability, we are not liable for any loss you incur in connection with our banking agreement (including in connection with the provision of any product, unavailability or improper functioning of an electronic banking service, delay or error in the transmission of any electronic payment transfer, delay in providing you funds under our banking agreement, misrepresentation, your or an authorised person's instructions or any unauthorised instructions, your default, termination of any of our banking agreements, refusal to act on any instruction, or any other thing we do or do not do). This applies where the loss arises for any reason and even if the loss was reasonably foreseeable or we had been advised of the possibility of the loss. This clause 44.1 is subject to clause 31 (Liability for transactions).

We take no responsibility for your decisions

44.2 We are not responsible for any decision you make:

- to enter into our banking agreement;
- to use any product;
- about any features of any product (including the profit rate or any fees or costs payable under it). You have not relied on any representation, prediction or opinion given by our employees or agents about anything in connection with our banking agreement. We are not liable for any loss if our employees or agents act without authority. If you consider that any representation has been made to you that is not set out in our banking agreement, you need to give us details in writing so that we can clarify it. If you or any authorised person has any concerns about these things, the terms of our banking agreement, we recommend you or they get help from an independent financial adviser or lawyer.

Hyperlinked sites

44.3 We are not responsible for, do not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites on our website. We are not responsible for any loss you incur in connection with those hyperlinked sites.

Circumstances beyond our control

44.4 We are not liable for any loss you incur in connection with our inability or delay in receiving or executing instructions due to any circumstances beyond our control.

44.5 If any circumstances beyond our control occur, we may take any action we consider appropriate in connection with your account including ending our banking agreement for the product or suspending provision of the product.

Further steps

44.6 You must do anything we ask (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- to bind you and any other person intended to be bound by our banking agreement;
- to show whether you are complying with our banking agreement; and
- to confirm anything done by us in the proper exercise of our rights under our banking agreement.

المواقف ذات الارتباط التشريعي

لا تتحمل مسؤولية بنكنا (كما هو موضح في الاتفاقية المصرفية) أو منصوباته فيما يتعلق بالاتفاقية المصرفية (بما في ذلك ما قد يكون أي تأثير أو عدم تأثير أو تأخير في قدوم أو تأخير ضرائب أو تأخير في تقديم معلوماتًا كنسبة مئوية على شبكة الإنترنت. ولا تتحمل مسؤولية بنكنا (كما هو موضح في الاتفاقية المصرفية) فيما يتعلق بال dụcات تكسبها في حالة قدوم أو تأخير الضرائب أو تأخير في تمويل أو استلام ضرائب أو تأخير في تمويل أو تأخير ضرائب أو تأخير في تمويل أو استلام ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل...

الظروف الخارجية عن إرادةنا

لا تتحمل مسؤولية بنكنا (كما هو موضح في الاتفاقية المصرفية) فيما يتعلق بال ircds ارتباطات خارجية عن إرادةنا.

44.44 في حالة حدوث ظروف خارجية عن إرادةنا، يجوز لنا اعتراض أي إجراء مناسب يرتب على ذلك في حالة حدوث خسارة أو أضرار وحتى لو كانت ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل ضرائب أو تأخير في تمويل...

خطوات أخرى

44.44 يتوجب عليك القيام بأي شيء تطلبه (كما هو موضح في الاتفاقية المصرفية) من بنكنا (كما هو موضح في الاتفاقية المصرفية) أو منصوباته.

مسائل الاجراءات المصرفية

• استلام أي استلام.
• وضع أي وضع.
• تأجيل أي تأجيل.
• التعامل مع أي التعامل.
• الإشراف على أي الإشراف.
• الأمر ب⊂منشأة.
• العمل بالاتفاقية المصرفية.
• الإشراف على أي الأمر بالاتفاقية المصرفية.
• الالتزام بأن يكون يفتيت مع ما هو موضح في الاتفاقية المصرفية.
• التأكد بأن تكون بين نصائح مفصلة حتى يتمكن لنا من بدء تفاصيل خاطئة حتى يتمكن لنا من الاستماع إلى ما هو موضح في الاتفاقية المصرفية.

الجزء الثاني - استماع عامة

44.44 بنود عامة

استماع المسؤولية
Prompt performance

44.7 If our banking agreement specifies when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly.

Time of the essence

44.8 Time of the essence in respect of your obligations to pay any money.

Waiver

44.9 A provision of our banking agreement, or right created under it, may not be waived except in writing signed by the party or parties to be bound and is only effective for the purpose for which it is given.

Variation of our banking agreement

44.10 You acknowledge that various features of a product may be changed from time to time, including the fees, profit rates, the basis for calculating profit rates and any margin without notice to you. However, we may also vary any of the terms of our banking agreement by notice to you in accordance with our usual practice and in accordance with any applicable law. This may include giving notice to you by public announcement as set out in clause 7.3. The product terms may set out specific steps we must follow to effect a variation.

Additional terms

44.11 From time to time we offer incentive programmes or valued added services in connection with a product offered by us or a third party. We may vary or withdraw them at any time. We do not guarantee or warrant their quality or anything which, if they are provided by a third party, they are provided on the terms offered by the third party including the third party’s privacy policies. Please contact us if you want to find out more information about the terms of the programmes or services.

How we may exercise our rights

44.12 We may exercise a right or remedy, give or refuse our consent or Approval in connection with our banking agreement in any way we consider appropriate, including by imposing conditions. We need not give you reasons for any decision we make.

44.13 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

44.14 Except for a waiver or variation in accordance with clauses 35.9 or 35.10, nothing we do suspends, varies or prevents us from exercising our rights under our banking agreement.

44.15 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.

44.16 Our rights and remedies under our banking agreement:

- are in addition to other rights and remedies given by law independently of our banking agreement;
- do not merge with and are not adversely affected by any other security and may be executed independently or together with any rights or remedies including under any other security; and
- may be exercised even if this involves a breach of your duty or we have a personal interest in their exercise; and
- are not affected by any payment, settlement or anything which might otherwise affect them at law including:
- us varying our banking agree-

- Close a banking agreement:
- 44.12 We may exercise a right or remedy, give or refuse our consent or Approval in connection with our banking agreement in any way we consider appropriate, including by imposing conditions. We need not give you reasons for any decision we make.
- 44.13 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- 44.14 Except for a waiver or variation in accordance with clauses 35.9 or 35.10, nothing we do suspends, varies or prevents us from exercising our rights under our banking agreement.
- 44.15 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.
- 44.16 Our rights and remedies under our banking agreement:

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- do not merge with and are not adversely affected by any other security and may be executed independently or together with any rights or remedies including under any other security; and
- may be exercised even if this involves a breach of your duty or we have a personal interest in their exercise; and
- are not affected by any payment, settlement or anything which might otherwise affect them at law including:
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- 44.12 We may exercise a right or remedy, give or refuse our consent or Approval in connection with our banking agreement in any way we consider appropriate, including by imposing conditions. We need not give you reasons for any decision we make.
- 44.13 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- 44.14 Except for a waiver or variation in accordance with clauses 35.9 or 35.10, nothing we do suspends, varies or prevents us from exercising our rights under our banking agreement.
- 44.15 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.
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- do not merge with and are not adversely affected by any other security and may be executed independently or together with any rights or remedies including under any other security; and
- may be exercised even if this involves a breach of your duty or we have a personal interest in their exercise; and
- are not affected by any payment, settlement or anything which might otherwise affect them at law including:
- us varying our banking agree-

- Close a banking agreement:
44.17 Our rights and remedies under our banking agreement may be exercised by any of our authorised employees or any other persons we authorise.

Complying with orders and directives
44.18 If we are served or issued with any of the following:
• Court orders;
• Directives issued under law, regulators, authorities or agreement with any regulator or any authority, we will act in accordance with them and you must not commence proceedings against us in relation to our actions.

Outsourcing
44.23 We may employ independent contractors and agents (including correspondents) to perform any of your obligations under our banking agreement or provide a product on terms we consider appropriate.

Dealings
44.24 You must not assign or transfer your rights and obligations under our banking agreement to anyone without our consent first.

Consents
44.19 You must comply with all conditions in any consent or Approval we give in connection with our banking agreement.

Conflicting claims
44.20 If we consider any funds in any account may be subject to conflicting claims, we may take action (including getting legal advice or taking legal proceedings) to determine the matter. We may act in accordance with any determination and we are not liable to you for any loss you incur.

Indemnities
44.21 The indemnities in our banking agreement are continuing obligations, independent of your other obligations under them. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity in connection with our banking agreement.

Commissions
44.22 We may pay or receive a fee or commission to or from a third party if you are introduced to us or by us (if required by law, after you have consented to the introduction).

Dealings
44.24 You must not assign or transfer your rights and obligations under our banking agreement to anyone without our consent first.

Consents
44.25 We may assign or otherwise deal with our rights under our banking agreement (including any particular product or account) in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in our banking agreement) any right of set-off or other rights you have against us. If we ask, you must execute and give us or any other person we specify any document we reasonably require for this purpose.

Compliance with law
44.26 Nothing in our banking agreement requires us to do or not do anything if it would or might in our reasonable
We act on banking days

44.27 We only act on certain instructions or provide a product on a banking day.

Opening further accounts

44.28 We may open an account to administer any transactions for any product.

Severability

44.29 If and to the extent that an applicable law is inconsistent with our banking agreement in a way that would otherwise have the effect of making:

- a provision of our banking agreement illegal, void or unenforceable; or
- a provision of our banking agreement contravene a requirement of that law or impose an obligation or liability which is prohibited by that law, then the law over-rides our banking agreement to the extent of the inconsistency, and our banking agreement is to be read as if that provision were varied to the extent necessary to comply with that law and avoid that effect (or, if necessary, omit- ted). If any term of our banking agreement is invalid, unenforceable or illegal in a jurisdiction, that term is read as varied or severed (as the case requires) only for that jurisdiction. All other terms continue to have effect in that jurisdicti-on.

Third party rights

44.30 Our banking agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

- a member of the Standard Chartered Group may enforce any rights or benefits in our banking agreement;
- a member of the Standard Chartered Group may enforce the rights or benefits of any indemnity, limitation or exclusion of liability in our banking agreement; and
- a person who is a permitted successor or assignee of the rights or benefits of our banking agreement may enforce those rights or benefits. No consent from the persons referred to in this clause is required for the parties to vary or rescind our banking agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

Change in constitution

44.31 You must not change your constitution by amalgamation, consolidation, reconstruction, admission of any new partner or otherwise, without our consent. Alliances, obligations given or undertaken by you remain valid and binding despite any change in our or your constitution by amalgamation, consolidation, reconstruc-tion, death, retirement, admission of a new partner or otherwise.

Anti-money laundering, counter terrorism financing, government sanctions or embargoes

44.32 In order to comply with anti-money laundering, counter terrorism financing laws, government sanctions and embargoes, regulations and poli-cies, including our policies, reporting requirements under financial transactions legislation and requests of authorities, the Standard Chartered Group may be:

- prohibited from entering or concluding transactions involving certain persons or entities; or
- a person who is a permitted successor or assignee of the rights or benefits of our banking agreement may enforce those rights or benefits. No consent from the persons referred to in this clause is required for the parties to vary or rescind our banking agreement.

We act on banking days

44.27 We only act on certain instructions or provide a product on a banking day.

Opening further accounts

44.28 We may open an account to administer any transactions for any product.

Severability

44.29 If and to the extent that an applicable law is inconsistent with our banking agreement in a way that would otherwise have the effect of making:

- a provision of our banking agreement illegal, void or unenforceable; or
- a provision of our banking agreement contravene a requirement of that law or impose an obligation or liability which is prohibited by that law, then the law over-rides our banking agreement to the extent of the inconsistency, and our banking agreement is to be read as if that provision were varied to the extent necessary to comply with that law and avoid that effect (or, if necessary, omit- ted). If any term of our banking agreement is invalid, unenforceable or illegal in a jurisdiction, that term is read as varied or severed (as the case requires) only for that jurisdiction. All other terms continue to have effect in that jurisdicti-on.

Third party rights

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- a member of the Standard Chartered Group may enforce any rights or benefits in our banking agreement;
- a member of the Standard Chartered Group may enforce the rights or benefits of any indemnity, limitation or exclusion of liability in our banking agreement; and
- a person who is a permitted successor or assignee of the rights or benefits of our banking agreement may enforce those rights or benefits. No consent from the persons referred to in this clause is required for the parties to vary or rescind our banking agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

Change in constitution

44.31 You must not change your constitution by amalgamation, consolidation, reconstruction, admission of any new partner or otherwise, without our consent. Alliances, obligations given or undertaken by you remain valid and binding despite any change in our or your constitution by amalgamation, consolidation, reconstruc-tion, death, retirement, admission of a new partner or otherwise.

Anti-money laundering, counter terrorism financing, government sanctions or embargoes

44.32 In order to comply with anti-money laundering, counter terrorism financing laws, government sanctions and embargoes, regulations and poli-cies, including our policies, reporting requirements under financial transactions legislation and requests of authorities, the Standard Chartered Group may be:

- prohibited from entering or concluding transactions involving certain persons or entities; or
required to report suspicious transactions to an authority. Transactions impacted include those that may:
- involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
- be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
- involve persons or entities which may be the subject of sanctions and embargoes.

44.33 A member of the Standard Chartered Group may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.

44.34 If a member of the Standard Chartered Group believes that it may be subject to a requirement under those laws or policies, it may take any action it considers necessary in connection with those laws or policies. This includes freezing funds, preventing operation of an account, refusing a request for funds from you, otherwise not allowing you to use a product, or delaying or cancelling a transaction. It need not notify you if it considers time after it is permitted to do so under those laws of policies. No member of the Standard Chartered Group is liable for any loss arising out of any action taken or any delay or failure by us, or a member of the Standard Chartered Group, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out above.

Reports

44.35 Any report we obtain from any value or consultant is for our use only. Even if we give you a copy of the report, you cannot rely on it. You cannot sue us, the valuer or consultant if the report is wrong.

Our decision is conclusive

44.36 If there is any dispute in connection with our banking agreement, our decision is conclusive and binding unless there is a manifest error.

Counterparts

44.37 Our banking agreement may consist of a number of copies, each signed by one or more parties. The signed copies form one document.

Governing law

44.38 Our banking agreement is governed by the laws of the United Arab Emirates.

Jurisdiction

44.39 The parties submit to the nonexclusive jurisdiction of the courts of the Emirate where the branch providing the product is located. We may take enforcement action and initiate proceedings in the courts in other jurisdiction where you have any assets. To the extent allowed by law, we may take proceedings in any number of jurisdictions at the same time. You may only initiate an action in the courts of the Emirate where the branch providing the product is located.

Serving documents

44.40 Without preventing any other method of service, any document in a court action may be served on a party by being posted, delivered to or left at that party’s address last notified.

• 44.37 Any report we obtain from any value or consultant is for our use only. Even if we give you a copy of the report, you cannot rely on it. You cannot sue us, the valuer or consultant if the report is wrong.

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Serving documents

44.40 Without preventing any other method of service, any document in a court action may be served on a party by being posted, delivered to or left at that party’s address last notified.
Part J - What to do if you have a complaint

45. What to do if you have a complaint

45.1 We aim to provide excellent customer service. If you think we have failed, you should let us know so that we can try and put things right. Also, by telling us where you think we have failed, we will be able to provide you with a better service in the future. For assistance contact one of our branches or use phone banking.
Part K - Meaning of words

46. Meaning of words

You also need to refer to the product terms which also define key words specifically applicable to the product. If a word defined in these Terms and Conditions is also defined in any product terms, the definition in the product terms applies for the purposes of the applicable product.

Account means, for a product, the account opened and maintained by us for our use in connection with your application for the product.

Application means, for a product, a Standard Chartered Bank application form signed by you together with all related forms and consents signed by you in connection with your application for the product.

Approval means, for a product, our confirmation to you that use of the product is approved by us.

ATM means an automatic teller machine.

ATM card means the card or other device through which you may access an account by an ATM, together with the relevant PIN/password.

Authorised person means any person you authorise (either alone or collectively) and we approve to operate an account and to act on your behalf in giving instructions, to perform any other acts under our banking agreement or use any product. It includes a cardholder or any other person given a security code to allow them to give instructions.

Balance owing means, for a particular account, at any time, the difference between all amounts credited and all amounts debited to you in connection with that account at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits due on that day.

Base currency means, for a product, in the case of a mortgage facility, the currency in which the limit is expressed; or in any other case, the currency of the place where the product is provided to you.

card means an ATM card, a debit card or all of them, as the context requires.

card association means Visa International, MasterCard International or any other card association.

cardholder means, for an account, each person to whom we issue a card on the account.

category means a group of accountholders having same maturity classification for their account for a given currency.

context of the type referred to in clause 12.

circumstances beyond our control means circumstances beyond our reasonable control including natural events, steps taken or policies imposed by authorities, adverse market or trading conditions, failure of third parties, failure of communication or computer facilities and civil disturbances.

Consolidated statement means a single statement setting out details (including the balance owing) of all accounts.

costs includes costs, charges and expenses, including those in connection with legal advisers but excluding interest of any kind.

default means any of the events described or referred to in clause 40.3 (Termination by us);

delay payment means, for a product, the delay payment we charge from time to time on overdue amounts for the product.

debit card means the card or other device issued by us to you, with which you may make payments by direct debit from an account. A debit card may also be an ATM card.

definition applies for the purposes of the applicability of the definition in the Terms and Conditions is also defined in any product terms, the definition in the product terms applies for the purposes of the applicable product.

The meaning of words is to be determined by a person of ordinary understanding.

The meaning of words is to be determined by a person of ordinary understanding.

The definition in the Terms and Conditions is also defined in any product terms, the definition in the product terms applies for the purposes of the applicable product.
electronic alerts means an electronic banking service provided by SMS or email by which we send you SMS or email messages to alert you to certain types of transactions or to provide financial information, as offered by us and selected by you.

electronic banking services means services provided by us which enable you or an authorised person to obtain information from us or give instructions to us through electronic equipment including opening certain types of account through the internet.

electronic equipment means any electronic equipment including an electronic terminal (for example, a merchant terminal or ATM), computer, television, fax machine, telephone and mobile phone.

eStatement means statements sent to or received by you by electronic means.

fixed deposit means any term deposit or fixed deposit described in clause 10.

foreign currency deposit means any deposit of foreign currency described in clause 13.

foreign currency exchange means a transaction between you and us for the buying or selling of foreign currency including foreign currency spot transaction via any mode: written OTT/ITT, oral, telephone, fax, scan, Online banking, Online Treasury (OLT), Lynx or any other electronic means introduced now or in the future by us.

fund transfer services means the services provided by us which enable you to transfer funds from the source account to another account under the electronic banking services.

insolvency or insolvent means, for a person, the occurrence of any corporate action, legal proceedings or other step in relation to:

• suspension of payments, moratorium of indebtedness, bankruptcy or composition or arrangement with creditors;
• the appointment of a receiver, administrator in respect of that person or any of his assets;
• expropriation, compulsory acquisition or resumption of any of his assets;
• attachment, sequestration, distress or execution affecting any of his assets or the enforcement of any security interest over their assets; or
• anything have a substantially similar effect to any of these things happening in any jurisdiction.

islamic shariah compliant assets means the entire pool of Shariah compliant products, assets and investments which are invested on the basis of either or any combination of the Muraba, Ijarah, Musharakah, Istisna or any other Shari'ah compliant modes of financing as approved by Standard Chartered Group’s Shariah Supervisory Committee from time to time in Standard Chartered Group’s consumer and commercial banking activities but excluding assets booked under the bank’s financial markets, capital markets and corporate finance books.

linked account means an account which is linked to a card.

loss includes any loss, damage, demand, claims, liabilities, costs of any kind howsoever excluding interest of any kind.

Mudaraba means a partnership in profit in which one partner provides capital (“Rabul-Maal” or “Mudaraba Investor”) and the other party provides its expertise and skill in relation to the investment of such capital (“Mudarib” or “Mudaraba Manager”). Profit, if any, is shared between the parties as per an agreed ratio while loss, if any, is borne solely by the Mudaraba Investor.

Mudaraba Account means the Islamic Shariah compliant savings & term account(s) opened and maintained by you with us under which the monies are placed on

islamic shariah compliant assets

security interest

- electronic alerts means an electronic banking service provided by SMS or email by which we send you SMS or email messages to alert you to certain types of transactions or to provide financial information, as offered by us and selected by you.

- electronic banking services provides services by us which enable you or an authorised person to obtain information from us or give instructions to us through electronic equipment including opening certain types of account through the internet.

- electronic equipment means any electronic equipment including an electronic terminal (for example, a merchant terminal or ATM), computer, television, fax machine, telephone and mobile phone.

- eStatement means statements sent to or received by you by electronic means.

- fixed deposit means any term deposit or fixed deposit described in clause 10.

- foreign currency deposit means any deposit of foreign currency described in clause 13.

- foreign currency exchange means a transaction between you and us for the buying or selling of foreign currency including foreign currency spot transaction via any mode: written OTT/ITT, oral, telephone, fax, scan, Online banking, Online Treasury (OLT), Lynx or any other electronic means introduced now or in the future by us.

- fund transfer services means the services provided by us which enable you to transfer funds from the source account to another account under the electronic banking services.

- insolvency or insolvent means, for a person, the occurrence of any corporate action, legal proceedings or other step in relation to:

  • suspension of payments, moratorium of indebtedness, bankruptcy or composition or arrangement with creditors;
  • the appointment of a receiver, administrator in respect of that person or any of his assets;
  • expropriation, compulsory acquisition or resumption of any of his assets;
  • attachment, sequestration, distress or execution affecting any of his assets or the enforcement of any security interest over their assets; or
  • anything have a substantially similar effect to any of these things happening in any jurisdiction.

- islamic shariah compliant assets means the entire pool of Shariah compliant products, assets and investments which are invested on the basis of either or any combination of the Muraba, Ijarah, Musharakah, Istisna or any other Shari'ah compliant modes of financing as approved by Standard Chartered Group’s Shariah Supervisory Committee from time to time in Standard Chartered Group’s consumer and commercial banking activities but excluding assets booked under the bank’s financial markets, capital markets and corporate finance books.

- linked account means an account which is linked to a card.

- loss includes any loss, damage, demand, claims, liabilities, costs of any kind howsoever excluding interest of any kind.

- Mudaraba means a partnership in profit in which one partner provides capital (“Rabul-Maal” or “Mudaraba Investor”) and the other party provides its expertise and skill in relation to the investment of such capital (“Mudarib” or “Mudaraba Manager”). Profit, if any, is shared between the parties as per an agreed ratio while loss, if any, is borne solely by the Mudaraba Investor.

- Mudaraba Account means the Islamic Shariah compliant savings & term account(s) opened and maintained by you with us under which the monies are placed on

- electronic alerts means an electronic banking service provided by SMS or email by which we send you SMS or email messages to alert you to certain types of transactions or to provide financial information, as offered by us and selected by you.

- electronic banking services provides services by us which enable you or an authorised person to obtain information from us or give instructions to us through electronic equipment including opening certain types of account through the internet.

- electronic equipment means any electronic equipment including an electronic terminal (for example, a merchant terminal or ATM), computer, television, fax machine, telephone and mobile phone.

- eStatement means statements sent to or received by you by electronic means.

- fixed deposit means any term deposit or fixed deposit described in clause 10.

- foreign currency deposit means any deposit of foreign currency described in clause 13.

- foreign currency exchange means a transaction between you and us for the buying or selling of foreign currency including foreign currency spot transaction via any mode: written OTT/ITT, oral, telephone, fax, scan, Online banking, Online Treasury (OLT), Lynx or any other electronic means introduced now or in the future by us.

- fund transfer services means the services provided by us which enable you to transfer funds from the source account to another account under the electronic banking services.

- insolvency or insolvent means, for a person, the occurrence of any corporate action, legal proceedings or other step in relation to:

  • suspension of payments, moratorium of indebtedness, bankruptcy or composition or arrangement with creditors;
  • the appointment of a receiver, administrator in respect of that person or any of their assets;
  • expropriation, compulsory acquisition or resumption of any of their assets;
  • attachment, sequestration, distress or execution affecting any of their assets or the enforcement of any security interest over their assets; or
  • anything have a substantially similar effect to any of these things happening in any jurisdiction.

- islamic shariah compliant assets means the entire pool of Shariah compliant products, assets and investments which are invested on the basis of either or any combination of the Muraba, Ijarah, Musharakah, Istisna or any other Shari'ah compliant modes of financing as approved by Standard Chartered Group’s Shariah Supervisory Committee from time to time in Standard Chartered Group’s consumer and commercial banking activities but excluding assets booked under the bank’s financial markets, capital markets and corporate finance books.

- linked account means an account which is linked to a card.

- loss includes any loss, damage, demand, claims, liabilities, costs of any kind howsoever excluding interest of any kind.

- Mudaraba means a partnership in profit in which one partner provides capital (“Rabul-Maal” or “Mudaraba Investor”) and the other party provides its expertise and skill in relation to the investment of such capital (“Mudarib” or “Mudaraba Manager”). Profit, if any, is shared between the parties as per an agreed ratio while loss, if any, is borne solely by the Mudaraba Investor.

- Mudaraba Account means the Islamic Shariah compliant savings & term account(s) opened and maintained by you with us under which the monies are placed on

- electronic alerts means an electronic banking service provided by SMS or email by which we send you SMS or email messages to alert you to certain types of transactions or to provide financial information, as offered by us and selected by you.
reward points cancellation date means the earlier of:

- each anniversary of the date of opening of your account (or your first account if you have more than one account);
- the date on which your use of the account for the card is terminated or the account for the card is closed; or
- the date on which the card expires without renewal.

reward points scheme means any scheme from time to time established or designated by us which allows a cardholder to:

- earn reward points when they use a card or pay for any goods and services; and
- use or redeem the reward points to pay or exchange for the goods and services at the outlets we specify.

reward points purchase means any purchase or part of any purchase of any goods and services made by using or re-deeming reward points.

savings account means any account described in clause 9.

security code means a PIN/password or a physical device (for example, an ATM card, a debit card, credit card, token or electronic key) that you or an authorised person must use to confirm your or their identity when you access an account.

point of sale banking means use of a card by you or an authorised person at a merchant’s terminal (for example, ePOS, EPS, NETS).

prepaid card means a stored value reloadable card with a card logo issued to you by us.

product means each account or term deposit place with us by you or other service we may from time to time make available to you pursuant to these Terms and Conditions.

reward points means a reward point awarded to you on the terms and conditions of any reward points scheme.
**source account** means the account designated by you, from which funds are to be used for a fund transfer under fund transfer services or a payment under the bill payment services. The source accounts designated for separate transactions may be different accounts.

**Standard Chartered Group** means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

**Service & Price Guide** means, for a product, a document (which may not necessarily be called a ‘Service & Price Guide’) setting out some of the fees and charges that may apply to the product.

**tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or delay payment payable in connection with any failure to pay or any delay in paying any of it).

**we** means each member of the Standard Chartered Group identified in the application or the Approval as the person providing the product (or any component of the product) to you, and its successors and assigns.

**you** means the person named as the “applicant” in the application. If there is more than one, you means each person separately as well as every 2 or more of them jointly. A reference to:

- “our banking agreement” means for a product, the agreement between you and us made up of the applicable documents set out in clause 1.3;
- a “banking day” is a reference to a day when banks are open for general banking business in the United Arab Emirates;
- “person” includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;
- a person (including you) includes that person’s executors, administrators, successors, substitutes (including by novation) and assignors and our banking agreement binds those persons;
- “including”, “such as” or “for example” when introducing an example does not limit the meaning of words to which the example relates to that example or examples of a similar kind;
- a law includes any regulation, rule, official directive, request, or guideline (whether or not having the force of law) of any authority;
- a document includes any variation or replacement of it; and
- any reference to any details set out in a document (for example, limits, fees, profit rates or payment arrangements) is a reference to those details as varied in accordance with our banking agreement or as otherwise agreed; and
- Anything includes any part of it

الشخص (بما في ذلك أنت) يقصد به منظم وصية هذا الشخص ومديره تركنه وحلفاؤه ودليلاؤه (ومنه ما يكون عن طريق الحول) والتعامل إليهم من قبل، وتكون الاتفاقية المصرفية ملزمّة لهم.

بما في ذلك أنت أو “مثال” أو “على سبيل المثال”. عند الاستهداف، يمثل فإن ذلك لحد من المعنى الكلي المرتبط بها المثال أو الأمثلة المماثلة.

القانون يشمل أي لائحة أو قواعد أو توجيهات رسمية أو طلبات أو إرشادات (سواء كان له قوة القانون أم لا) أو سماة.

المستند يشمل أي تعديل له أو إعادة صياغته.

أي إشارة إلى أي تفاصيل واردة في أي مستند (الخُصوص أو الرسوم أو معدات الأرخص أو ترتيبات الدفع) تكون إشارة إلى تلك التفاصيل ولا يعطيها إلا تعديل وفقاً للأتفاقيات المصرفية أو حسبما يتم الاتفاق عليه.

أي شيء يشمل أي جزء من هذا النص.

التنافس يقصد بها الشروط المشروعة لـ “مقدم الطلب” في الواقع وفي حال وجود أكثر من مقدم طلب، فإن نظايم يقصد به كل شخص على نحو مفصل بالإضافة إلى ذلك الفارق أو أكثر من مقدمي الطلب بالقضاء.

وتكون الإشارة إلى:

- الاتفاقية المصرفية، يقصد بها فيما يتعلق بأي منتج الاتصال بالمرتبة المالية و/or المفيد بالموضوع المستندات المطلقة المحددة في البنود 1-3.
- الالتحام المصرفية، يقصد بها أي يوم تكون فيه البنك مفتوحة مزاولة العمل المصرفي العام في دولة الإمارات العربية المتحدة.
- الشخص، يقصد به أي فرد أو شركة تضامنية أو مؤسسة أو شركة فردية أو حكومة أو ولاية أو هيئة في الولاية أو اتحاد شركات.

حساب المصرفي يقصد به الحساب المحدد من تفاكر ونحو تحويل الأموال وفقاً لخدمات تحويل الأموال أو الدفع وفقاً لخدمات الدفع الفوري. قد تختلف سهولة المصرف المحدد لبعض المعاملات المماثلة.

مجموعة ستاندارد تشايرتد يقصد بها كل من ستاندرد تشايرتد و/or أي شخص و/or شركة أو مصرف آخر أو مصرف مقترنة مماثلة (بما في ذلك الغرامة العامة أو غرامة الخلل المستحقة نتيجة الخلاف من الفنف أو تأخر دفع أي منها).

نشر يوم، الحالة أو حدّ وفقًا لخدمات الدفع، أو إذا كان من المتوقع أن يفي به أي شخص يحتوي على مقدار تقليل، إذ يرى أن يختصب الشروط وتكون النتائج.