

### What you need to know about these terms

The bank has observed that there has been no transaction via your account (account number). Due to this prolonged time period of inactivity, the bank has considered your account to be inactive, and therefore, the bank is closing your account as per the policy of the bank.

These terms ("Consumer Terms") set out the terms and conditions that apply to the Accounts, Loans or Services we provide. There will also be other specific Product terms, conditions and features that apply to particular Accounts, Loans or Services as set out in our Application forms, Offer letters, Loan Terms, Account mandates, information sheets and other documents or as otherwise displayed on our Website or communicated to you ("Product Terms").

When you open, receive or use any Account, Loan or Service from us you agree that these Consumer Terms together with any Product Terms apply to you and you will comply with them.

Our fees are set out in our Fee Schedule. We recommend you check the Fee Schedule to see what fees and charges will be payable by you. There may also be fees payable by you in relation to specific Accounts, Loans or Services and these will be explained to you in the relevant Product Terms.

We can change these terms

We can change these Consumer Terms including the Fee Schedule. We can also add, remove, or change any of our Accounts, Loans or Services, or the fees we charge you to access or use them.

We will inform you what will change and the date the change will take effect at least 60 days before we make the change.

### Who we are

We are Invest Bank, a Commercial Bank licensed and regulated by the Central Bank of the UAE. You may contact us using any of the following: By telephone through our Call Centre on **600544404**, Email: **wecare@investbank.ae.** And through our Website or at any of our branch.



### Where to find things

- Section 1 Our relationship
- Section 2 Accounts
- Section 3 Loans
- Section 4 Communications and Information
- Section 5 General terms
- Section 6 Glossary

## **SECTION 1: OUR RELATIONSHIP**

## **1.Your rights**

Your rights are important to us. Whenever we communicate or interact with you, we will take steps to explain the documentation and the terms and conditions of any Account, Loan or Service we are offering to you. Asking for additional information is your right and it is important that you consult with appropriate advisors, including obtaining legal advice if warranted. In case you have any queries about any Account, Loan or Service, please feel free to contact us.

Every Account, Loan or Service that we offer has different set of terms and conditions attached to it and in some cases, you may have the right to opt out, cancel, request a waiver of fees, request an investigation or file a complaint about your experience. These Consumer Terms and the Product Terms will explain those rights.

If you do wish to raise a complaint, you can do so by contacting us

- In Branch
- Through our Call Centre on 600544404 and
- Email: wecare@investbank.ae

If the matter has been dealt with by us, but remains unresolved, a complaint may be registered with the Consumer Protection Department at CBUAE through its website https://centralbank.ae/en/consumer-protection



# 2. Our contractual relationship

These Consumer Terms and any Product Terms is what governs our relationship with you and provides you with the information about how you can use an Account, Loan or Service.

We may use electronic means to contract with you. This means you may contract with us, accept terms and provide instructions through electronic means that are acceptable to us. Such electronic means will be binding on both of us as if such contract, terms or instructions were executed, agreed and accepted in hard copy and signed in wet ink.

In order to open, receive or use any Account, Loan or Service you may have to complete additional steps and give your consent regarding any Product Terms and such consent will be binding on you.

If there is any conflict or inconsistency between these Consumer Terms and any Product Terms, the Product Terms shall prevail.

# 3. Availability

The availability of any Account, Loan or Service will be at our sole discretion and be subject to satisfaction of certain eligibility criteria and provisions of any information we require. You must complete, submit, sign and/or accept all forms, mandates, schedules, documents and agreements required by us in relation to an Account, Loan or Service.

You agree to use any Account, Loan or Service for a lawful purpose and comply with Applicable Law. This includes laws prohibiting money laundering or financing of terrorism, or prohibiting dealing with certain countries, people, or types of businesses.

# 4. Our rights

We as Invest Bank may refuse and or decline in providing an Account, Loan or Service

We may also have certain rights to terminate, close, suspend and/or cancel any Account, Loan or Service as explained in these Consumer Terms and the Product Terms. This includes where required to do so by Applicable Law, where you fail to satisfy any of the applicable conditions or where you breach any of the terms in these Consumer Terms or



the Product Terms.

We are authorized to debit any Account you have with us for any amount due but unpaid to us. This includes Loan repayments and all applicable Fees (including any applicable taxes, duties, expenses, legal charges, charges for dishonored cheques, stopped cheques and interest on debit balance (whether authorized or not)). We can suspend or end your access to any Account and or Service or any functionality in those Services with providing an explanation

# 5. Our Charges and Fees

The Charges and Fee Schedule is available on our Website and/or available in our Branch. There may also be further charges and fees, which are specified in the Product Terms. It is your responsibility to read, fully understand and undertake to pay all fees applicable to any account, loan or service opened or made available to you.

Any changes in the charges and fees, a notification shall be mailed or delivered at least 30 calendar days before the effective date of the change

# 6. Information we need from you

All the information requested by us at any time must be provided by you if you want to use an Account, Loan or Service. Failure to provide us with the information may result in your application being declined or restricted, suspended or termination of the provision of an Account, Loan or Service made available to you by us.

You must promptly inform us in writing of any change in your information on an ongoing basis, including but not limited to (i) copies of your renewed passport, residency visa or other identification documents when issued (ii) notification of any change of address; (iii) your renewed professional or business license, if applicable; and (iv) such other information requested by us.

You must ensure that all the information provided to us by you is true and correct in every respect and that all material information that is relevant to us is included in it. We must be promptly notified by you in case any information that you previously provided us becomes inaccurate or incomplete.

Each Account, Loan or Service is personal to you and not to be shared You must notify/authorize us if there is anyone else who will benefit, bear the risk or be responsible for any Account, Loan or Service.



# 7. Use of the information

You should read these Consumer Terms to understand the way in which we can collect and use your personal data, including for the purpose of sending you marketing information.

# **SECTION 2: ACCOUNTS**

## 8. Opening an account

We offer various types of Accounts, each with different features which will be explained in the Product Terms. The Product Terms for each Account may include (without limitation) the applicable interest rates and fees, residency requirements, minimum balance requirements, restrictions or limits on withdraws together with any other applicable conditions or benefits. This will be disclosed to you at the time you open the relevant Account, which may occur through the application form, on our Website or through other electronic channels. By opening and using an Account you acknowledge having read and understood the Product Terms for that Account and agree that you will comply with them.

One or more Accounts may be opened by you subject to these Consumer Terms and any applicable Product Terms, including delivery of all information and documents required by us. We may require you to open a specific Account in order to make available a particular Loan or Service. Each Account may be subject to different eligibility criteria and conditions such as minimum balance requirements, residency conditions, and withdrawal limitations and so on.

We may require you to maintain a minimum balance in an Account as stipulated in the Product Terms, which may vary depending on the type of Account.

Where any conditions applicable to an Account are not met, we may impose a fee, change the type of Account, close the Account or otherwise decline to process any instruction.

We may debit any Account (and in case of insufficient balance, to overdraw the Account) in case we credit any funds to an Account due to computer system error, technical error or malfunction, human error, clearing system error, fraud by you or a third party or any other reason, in each case without any liability.



# 9. Types of accounts

### a. Current Account

A Current Account is a deposit account meant for daily use into which cash deposits and withdrawals are permitted. Which also can be utilized as receiving and transferring funds and provide Cheques deposit and withdrawal. Credit balances on a Current Account will not bear any interest unless expressly specified in the applicable Product Terms.

## Only a resident of UAE may open and maintain a Current Account.

### b. Call Account

A Call Account is a deposit Account into which cash deposits are permitted and from which cash withdrawals are permitted.

Credit balances on a Call Account may bear interest, as specified in the applicable Product Terms.

## C. Savings Account

A Savings Account is a deposit Account into which cash deposits are permitted and from which cash withdrawals are permitted subject to certain conditions. Which also can be used as receiving and transferring funds.

Credit balances on a Savings Account will bear interest at the rate and calculated in the manner specified in the applicable Product Terms.

### d. Term Deposit Account

A Term Deposit Account is a cash deposit Account made for a duration of time that is agreed between us and you.

The term deposit in a Term Deposit Account will bear interest at the rate and be calculated in the manner specified in the applicable Product Terms, which may also include minimum deposit amounts.

You must give us notice prior to the maturity of the term deposit on whether you wish to renew. If we do not receive such notice, the term deposit will be renewed for similar term at the applicable interest rate at that time without any liability on the bank.



Withdrawals of all or any part of a term deposit prior to the agreed maturity date are subject to such conditions as determined by us. You acknowledge and accept that any early withdrawal of a term deposit may result in the application of lower interest/or zero interest rates and early withdrawal fees or penalties, as specified in the Product Terms.

### e. Other Accounts

We may make available other types of Accounts for specific purposes which may be subject to Product Terms.

## **10. Currency**

We may open Accounts in any currency approved by us. We will determine the currency of an Account at the time of its opening and all cash withdrawals from an Account will be subject to the availability of that currency. A charge may be incurred in case of any instructions or transactions on an Account other than in the currency of the Account.

Any interest earned or charged on a balance in an Account will be payable in the currency of that Account. Interest rates in respect of foreign currency Accounts may be positive (in which case interest will be earned on that Account) or negative (in which case, interest will be charged to the Account).

We may permit a transaction under an Account in a currency other than the currency of that Account. We will, at all times, be entitled to convert any amount in a currency other than the currency of an Account into the currency of that Account.

Risks, including risks arising from any restrictions imposed by any governmental or regulatory authority, exchange control or currency fluctuations regarding the maintenance of an Account or carrying out a transaction in a currency other than UAE Dirham will be borne entirely by you.

All foreign currency exchange rates will be at our exchange rates prevailing at the time the relevant foreign currency transaction is effected by us. We reserve the right to charge fees and/or commission on any such conversions.



## **11. Joint accounts**

A joint Account is an Account that is held by two individuals and may be names with an 'and'or an 'or' between the names of the account holders. If the account is classified as an 'and' account both individuals have to sign to access the funds.

Each joint Account holder is entitled to an equal share of the credit balance of the joint Account. If you want a different allocation, you need to notify us in writing when you open the Account.

An Account mandate must be provided by the holders of a joint Account regarding its operation. Failure to provide such mandate will require the signature or equivalent authorization of all of the joint Account holders so as to open or operate the joint Account.

We are entitled to place to the credit of any joint Account all amounts, including dividends, interest and capital funds arising from securities or proceeds of cheques or bills, received or collected by us for the credit of the joint Account holders.

Any liabilities due from all or any one of the joint Account holders shall be satisfied by applying any credit balance on their joint Account. Any liabilities owed or incurred under the Joint Account or by either Account holder shall make each joint Account holder jointly and severally liable to us to repay and satisfy all such liabilities.

Any and all cheques, notes or other instruments payable or purporting to belong to one or more joint Account holders can be deposited in a joint Account for the benefit of all the joint Account holders.

# **12. Accounts for Minors**

Subject to Applicable Law and our internal policies you may open an Account for a Minor.

Until the Minor attains the age of majority under the Applicable Law, only the legal guardian or court appointed guardian of the child may operate the Account.

Only a verified legal guardian can use our Service for a Minor Account and the full responsibility for the Minos subscription and use of the Services will be assumed by such legal guardian.

Minor Accounts will be subject to Product Terms such as usage restrictions and eligibility criteria as specified by us from time to time.



## 13. Using an account

The Accounts must only be used in accordance with these Consumer Terms, any applicable Product Terms and Applicable Law.

We may determine and notify you from time to time about any minimum balance requirements applicable on the Account and the same must be satisfied by you. If you do not maintain such minimum balance, fees may be imposed by us or we may need to change the type of Account.

You must always ensure that an Account or other arrangements with us has sufficient funds available so that any instructions which have been issued by you can be met by us.

You may designate a person or people with authority to operate Accounts, use Services and give instructions on your behalf ("Authorized Users"). You must complete all forms and submit all other documentation required by us for this purpose.

You understand that any actions taken by an Authorized User will be deemed to have been validly authorized by you and will be binding on you as if such actions were taken or instructions provided by you directly.

In case there are any changes in authority or status of your designated Authorized User, you must inform us, without delay, on an ongoing basis.

Identity verification of each Authorized User along with ensuring that the Authorized Users only use the Services in accordance with these Consumer Terms, Product Terms, and Applicable Laws is your responsibility.

## **14. Dormant accounts**

Your Account may become dormant if no transactions (other than those initiated by us) have been initiated on such Account for a period specified by us or Applicable Law from time to time. At present Applicable Law treats an account as dormant if there are no transactions on your Account and you are not communicating with us for a period of 3 years.

If we decide to consider an Account as dormant, you will be notified about the same. If we do not receive any response from you and/or no transactions are initiated by you on the Account, we may take all steps we deem necessary in accordance with our policies and Applicable Law (including to transfer amounts standing to the credit of a dormant Account to a dormant account ledger maintained by us or the UAE Central Bank and to



stop or reduce the frequency of any account statements in respect of such dormant Account). If any amount is transferred to the Central Bank of the UAE, no interest or other return will accrue on that amount and any claim for return of the funds will be submitted to the Central Bank of the UAE.

You may still claim any amount which was or is in a dormant Account. You need to submit a request to us to claim the amount or in case you want to re-activate a dormant Account. Rejecting transactions and/or restricting access to the Account are some of the precautionary measures that we may impose until a dormant Account is re-activated. You will be liable to pay to us all accrued and accruing fees.

You hereby understand that Central Bank of the UAE is not responsible for any action by the Bank pursuant to the funds available in the Dormant Account as per the provisions made under the relevant regulation/ Circulars".

## 15. Overdraft

Subject to these Consumer Terms and the Product Terms applicable to the Accounts, it is at our sole discretion that we may permit overdrafts on certain Accounts.

It is not an obligation on us to permit the occurrence or continuation of an overdraft on an Account. In case for any reason we permit any overdraft to occur or increase, the overdrawn amount, together with interest and other charges, will be repayable to us immediately upon demand.

Overdrafts are subject to fees. In addition, on any overdrawn amount we will be entitled to charge such rate as determined by us from time to time and disclosed in the Fee Schedule. This rate will be calculated according to the Fee Schedule and will be debited from the Account monthly. Any payment by you from an overdrawn Account will be applied by us first in settlement of interest and other charges on the overdraft and thereafter towards settlement of the principal amount of the overdraft.

We are entitled to debit your Account with the amount of any fees, charges, costs or expenses due to us, any cheques, bills of exchvange, promissory notes, orders for payment drawn or Debit Card transactions accepted or made by you and to carry out any instructions relating to the Account even if doing so may cause the Account to be overdrawn or any overdraft to be increased.



## 16. Debit cards

We may issue a Debit Card to you if you hold a Current Account and/or Savings Account at our sole discretion if requested by you. Such Debit Cards may be used to effect transactions wherever Debit Cards are accepted or to effect withdrawals, transfers or direct debits using automated teller machines. Debit Cards, including Supplementary Cards, will be subject to these Consumer Terms and any Product Terms.

We may also issue Supplementary Cards for individuals requested and designated by you at our sole discretion. All Supplementary Cards will be treated in the same manner as a Debit Card issued in your name and all transactions effected on any Supplementary Card issued by us will be your sole responsibility.

The Debit Card can only be used to access the funds held in your Current Account and/or Savings Account or, if an overdraft limit has been agreed by us on such accounts, funds up to the applicable overdraft limit.

You and the individual whose name is embossed on the Supplementary Card must sign the signature panel if it is included on the Debit Card and the Supplementary Card, respectively. The Debit Card and any Supplementary Card must be activated in the manner and within the period prescribed by us or else we may cancel the Debit Card and Supplementary Cards. In case you request us to issue a new Debit Card, the expenses for issuing the same will be borne by you.

Safe and proper usage and custody of the Debit Card is your responsibility. You undertake not to pass possession of the Debit Card to any other person. In case you lose your Debit Card or your Debit Card gets stolen or is misused, we and the relevant authorities must be promptly notified by you. In such situations, if any transaction has been processed on the Debit Card you will remain responsible until we have been notified by you.

The Debit Card should only be used by you for legally acceptable transactions in UAE and the country in which the Debit Card is used. If we are of the view that a transaction may breach this clause, we have the right to reject such a transaction.

You must pay any and all charges imposed by us for all transactions effected on the Debit Card. If a foreign currency transaction is debited from the Debit Card, we will convert that foreign currency in UAE dirham at our rate of exchange which is prevailing at that time.



Your Account will be debited with the total amount plus any fees and charges (where applicable) incurred due to any cash withdrawals, transfers, direct debits and payments for goods and services or any other transactions made using the Debit Card.

Transactions made using the Debit Card will be subject to daily restrictions on the maximum amount and number of transactions conducted on it (whether individually or in aggregate) along with any other conditions deemed appropriate by us and disclosed to you in the Product Terms. Daily restrictions may be changed by us without providing you with any reason or without giving you a prior notice and such changes will be immediately applicable.

You will remain liable at all times for any liabilities incurred in respect of the Debit Card or Supplementary Card.

# **17. Cheques**

A cheque book may be issued by us at our sole discretion in respect of a Current Account. In case it is issued, it will be sent to you at your absolute responsibility and risk and without liability to us at the address which you have registered with us or you may collect it from your branch.

In order to ensure that nobody misuses the cheque book or that it is not used fraudulently, you must keep the cheque book in a safe place. In case you lose your cheque book or any cheque(s) or if they are stolen you must promptly notify the competent authorities and give us a written notice immediately to stop the payment of the cheque(s) which have been lost or stolen.

You will remain responsible for any cheque drawn on your Current Account until we have received such written notification from you.

We are entitled to debit your Current Account with the amount of any cheques written by you.

Financial institutions, including us, involved in the exchange and clearance of cheques in the UAE may make or capture the digital images or electronic representations of cheques to use them for all purposes as if it were an original cheque. As such, the original cheques will not be returned to you as they will be destroyed.

It is your obligation to ensure that the total amount of cheques that you have written on



your Current Account does not exceed the credit balance available in such Current Account at any time. If cheques are drawn against an insufficient credit balance on your Current Account then we are entitled (but not obliged) to refuse to honour such cheques.

We will be entitled to impose charges on cheques which are returned unpaid. If cheques are returned due to insufficient funds in your Current Account, we may close the relevant Current Account, collect from you any unused cheques and report your name and returned cheque details to theCentral Bank of the UAE, the Etihad Credit Bureau or any other competent authority without any notice to you or any liability on us.

We will only accept any instructions to stop the payment of any cheques if it is in accordance with the Applicable Law and our policy. Pursuant to the Applicable Law, we will only accept your instruction to stop the payment of any cheque if the cheque is lost, stolen or if the bearer of the cheque has become bankrupt. If this occurs, you will need to provide such documents and information as we may require, which may include a police report. You accept that we have no liability if we fail to comply with your instructions or for any consequences and cost, including, without limitation, legal fees and penalties, which may arise out of our compliance with such instructions.

If a cheque does not comply with our or Central Bank's or any Applicable Laws' requirements then, or we have any other concerns on the legality of a cheque, we have the right to refuse to honor such cheque.

Any cheque which is older than six (6) months shall not be honored by us.

## **18. Payment instruments**

Cheques or other similar payment instruments may be accepted by us for deposit to your Account if they are made out in your favor or otherwise endorsed to your order. Third party cheques for the purpose of initial funding of a new Account will not be accepted by us. We are merely acting as your collecting agent while receiving cheques or other similar payment instruments for the

purpose of collection, and realization of such cheques or instruments is not our responsibility. In the event an instrument is not accepted or settled, we will notify you about the same but we will be under no obligation to notify or take any action against any other party.

You agree that the proceeds of any cheques or other payment instruments will not be



available for withdrawal until actually received and cleared by us. Without prejudice and in addition to any of our rights under Applicable Law, if the payment of the amount of any cheque or other similar payment instrument drawn in your favour is not received by us, such amount, if previously credited to your Account may, without further notice to you, be debited from your Account (whether or not the cheque itself can be returned) and/or you must promptly repay such amount within three (3) days of our demand.

Where we accept foreign currency cheques for deposit, you understand that the laws of the jurisdiction where the drawee bank is located will apply and cheques may be returned for as long as seven years from the date of credit if it is found that any form of fraud has been committed. You understand and accept that you will be liable for any return of such foreign currency cheques irrespective of when such return occurs.

All cheques or other similar payment instruments deposited for collection are accepted by us on the condition that you assume full responsibility for the genuineness, validity and correctness of the endorsements and signatures appearing thereon. We provide service as a collection agent at your risk and we will not be liable for the delay or loss in transit of the cheque or other similar payment instrument.

If we determine that a cheque or other similar payment instrument that has been accepted by us for deposit to your Account was fraudulent, we reserve the right and you authorise us to debit your Account (and in case of an insufficient balance, to overdraw your Account) for an amount up to and including the value of such cheque or other similar payment instrument, without any liability.

We will not be liable for the loss, mutilation or dishonor of any cheque or other payment instruments nor for the failure to credit, late presentation granting time, any delay in crediting the Account or non-payment and return of cheques and other payment instruments.

# 19. Banker's Draft

The Customer may request that the Bank issue a banker's draft payable to the order of a named beneficiary. The Bank is authorised to debit the Customer's Account with the amount of any banker's draft requested by the Customer.



When issued, a banker's draft must be presented for payment within one (1) year of the date of issue. If a banker's draft is not presented for payment within one (1) year from the date of issue, the Bank shall transfer the amount of the banker's draft to an unclaimed balances account maintained by the Bank and notify the Central Bank of the UAE.

Once issued, a banker's draft may only be cancelled at the Bank's discretion. If the Customer wishes to cancel a banker's draft, the original banker's draft must be returned to the Bank prior to cancellation. The Bank shall be entitled to deduct all amounts owing to the Bank in connection with the cancellation of a banker's draft prior to crediting the balance (if any) of the amount of the banker's draft to the Customer's Account.

The Customer must promptly notify the Bank and the relevant authorities if the Customer becomes aware of a banker's draft being lost or stolen. Unless and until the Bank has received such notification, the Customer shall be responsible for any banker's draft presented to the Bank.

## **20. Standing instructions**

It is at our sole discretion that for certain payments that are recurring in nature we may accept your standing instructions.

We may charge a fee for the purpose of initially setting up or amendment or cancellation of a standing instruction. We may also at our discretion levy a charge on each standing instruction payment not effected for lack of funds.

In order to enable us to meet any standing instruction on the Account on the due date it is your responsibility to ensure that the Account has sufficient funds in it.

We are entitled to determine the priority of any standing instruction against cheques presented or any other existing arrangements made with us.

Without giving any notice to you, we may terminate the standing instructions in case we are not able to process the same due to insufficiency of funds for successive periods.

We are not obligated to give you any notification in case of insufficiency of funds in your Account. We may at our sole discretion exercise our discretion to comply with a standing instruction even if such payment will overdraw your Account.

Any amendments or cancellations of the standing instructions will not be effective unless



received by us at least before seven (7) Business Days before the next activation or due date of the standing instruction, provided that the standing instruction is revocable and can only be cancelled by you.

We, our correspondents, or agents will not be responsible for any loss, delay, error, or omission arising out of any mode of communication used for effecting transfers understanding instructions.

We may stop any standing instruction relating to future payments at any time after being advised by a beneficiary of a standing instruction that no further payment is required.

## 21. Fund Transfers:

The Customer agrees that in the absence of any specific instructions to the contrary the telegraphic transfer will be affected in the currency of the country in which payment is to be made.

All charges incurred outside the United Arab Emirates are for the account of the beneficiary.

The Bank reserves the right to draw the telegraphic transfer on a different place from than that specified by the remitter if operational circumstances so require.

Telegraphic transfers are dispatched entirely at the remitter's own risk.

The Customer agrees that the Bank, its branches, correspondents, or agents shall not be responsible for any loss, delay, error, omission or mutilation arising in the transmission of cables telegrams or communications by electronic systems.

Telegraphic transfers are to be effected with SPOT value (two business days after the deal/transaction date of the currency of remittance). Applications for same day value will be handled at the discretion of the Bank's management as this is subject to the time the application is received, as well as the cut-off time which applies to the currency of remittance and in the country to which funds are remitted.

The Bank or its correspondents are not responsible for any delay, mistake or omission caused by the telegraphic or postal authorities and that in the event the draft is lost or stolen the Bank is not liable.



Fund transfers cancellation – Upon written request from customer to cancel a fund transfer after execution, bank will attempt to call back funds on best effort basis. The refund is conditional upon receiving the funds back from the beneficiary.

# 22. Monitoring your account

You must be vigilant and monitor your use of the Account. For each Account, we will send you an account statement at fixed intervals pursuant to our policies.

We may either use the Notification Channel selected by you or any other means used by us from time to time to deliver you the account statements. Any account statement delivered electronically will be deemed to constitute an account statement as required by Applicable Law and will, for all purposes, satisfy our obligations to deliver to you an account statement.

Each account statement must be reviewed by you and in case you find any discrepancies you must notify us within fifteen (15) days of the date of statement (and where you do not receive or are unable to access the account statement, such period will begin from the date you receive or are able to access the account statement after providing notice to us. In case you fail to notify us within the stipulated period the account statement will be deemed to be correct (subject to our right to rectify any error) and accepted by you. After that, you do not have the right to raise any objections regarding the account statement and the account statements maintained by us as to the status of your Accounts will be conclusive and binding on you.

It is your responsibility to notify us if you do not receive an account statement within fifteen (15) days of the date on which the account statement should have been received or is otherwise unable to access an account statement within [twenty-four hours] of the date on which the account statement was received by or made available to you. Upon expiry of such period you shall be deemed to have received and accessed the account statement. We will not be liable for your non- receipt or late receipt of account statements.

# 23. Third party services

We may refer to you, market or otherwise provide information on Third Party Services. You agree to receive such information and acknowledge that we may receive fees from the third party providers in return for our marketing or sale of the Third Party Services on their behalf.



party providers. You agree to comply with all such Product Terms and conditions. All Third Party Services will be accepted by you "as is" at your own risk. We make no representations and provide no warranties whatsoever, expressed or implied, and we will not have any liability whatsoever, in respect of: (i) the scope, quality, merchantability, suitability or fitness for any use or purpose of any Third Party Services; or (ii) any offers, representations or commitments made to you by any third party providers.

You agree that our role is limited to marketing or making a referral and we will not be responsible for the provision of Third Party Services or any liability arising out of your relationship with the third party providers of the Third Party Services, including for any negligence, breach of any statutory or other duty, or failure to comply with the terms and conditions of such Third Party Services, by the third party provider and/or any other party associated in any way, directly or indirectly, with such Third Party Services.

You expressly acknowledge that you will only have recourse against the third party providers and you will have no right of set-off or any other recourse against us. If there is any dispute between you and the third party provider of any Third Party Service, your obligations to us will not in any way be affected by such dispute or any opposing claim or right of set-off that you may have against such third party provider. You must raise any claims, complaints and/or disputes in relation to any Third Party Services directly with the relevant third party providers. We will not, at any time, be deemed to be the supplier or issuer of any Third Party Services and unless otherwise expressly stated by us, we will not be deemed to be the agent or representative of any third party providing the Third Party Services.

You understand that Third Party Services are offered by third parties and outside of our control. We make no promises about any Third Party Service, including without limitation its reliability, availability or ability to meet your needs. We provide Third Party Services "as is". We cannot and do not ensure continuous availability of Third Party Services. You understand and agree that a Third Party Service can change or be discontinued at any time without notice to you.

# SECTION 4: COMMUNICATIONS, INFORMATION AND ELECTRONIC BANKING



## 24. Electronic banking

We may provide Services to you, give you access to and contact and communicate with you through electronic means including telephone or a mobile phone, through our websites or through mobile banking applications.

Despite the security measures which will be in place, communications through electronic banking means may not be a secure and confidential and any use of these channels is at your own risk.

If you lose possession, control or functionality of your electronic device, or believe it is being accessed by another person you should immediately notify us so that we can block the access. Until you notify us, we will assume all instructions are from you. This is important as we may not be able to reverse transactions undertaken prior to you notifying us.

You need to be aware that electronic banking services may give rise to virus attacks, errors, losses, damages and claims and that when you use it is at your own risk and responsibility.

## 25. Communicating with us

You may communicate and submit instructions to us through any channel or method accepted by us, including without limitation by post, courier, hand delivery, Website, Mobile App notification, and any other electronic methods of communication used by us from time to time.

You agree that such communications and instructions may be recorded, replicated and/or stored and will be admissible as evidence in any dispute.

# 26. Instructions

We are authorized to accept, act and rely upon, and treat as valid and accurate all instructions submitted to us through our approved channels. In case we have any concerns about the content, validity or authenticity of an instruction, we may delay or refuse to carry out such instructions unless our concerns are resolved to our satisfaction.



We may not be able to process your request for cancellation, reversal or amendment of an Instruction once you have submitted such an Instruction. In the event that you request us to cancel or modify any Instruction for whatever reason, we will make all reasonable efforts to comply with your request but in case we fail to cancel or modify the Instruction if such a request is received at a time or under circumstances that renders us unable to comply with your request, we will not be liable for it.

We shall prescribe cut-off limits and daily limits from time to time and all Instructions received by us will be subject to such cut-off limits and daily limits. Cut-off times and daily limits may be changed by us without providing any reason or prior notice to you and these changes will be applicable immediately. Delay caused in effecting a transaction due to time constraints, time differences between regions or regional holidays will not be our responsibility.

You may issue an instruction requesting us to forward certain information to third parties on your behalf. If we agree to act on such request, we will use reasonable efforts to forward any such information to the recipient and address specified in the relevant Instruction within a reasonable time of receipt of such instruction. You must ensure the information we ask you to forward is complete, accurate and will not give rise to any claim against us (including without limitation any claim in defamation, in relation to privacy or for infringement of any other third party rights).

You acknowledge and accept the risk that instructions may be intercepted, monitored, amended, corrupted, contain viruses or be otherwise interfered with by third parties and acknowledge and agree that we are not responsible or liable to you or any third party for, and you waive any and all claims in respect of, any losses arising from the same.

# 27. Your information

You consent that IB, its subsidiaries and affiliates (the "Group") can collect, store, use, and transfer (in electronic or other form) your personal data (inside or outside of the UAE to the extent permitted by Applicable Law) for the purpose of making the Services available to you, as otherwise permitted under Applicable Law or as set out in our Privacy Policy. You understand that for the purpose of implementing, managing and administering your accounts, certain personal information about you, including, but not limited to your, name, home address, and telephone number, date of birth, identification number, salary, nationality, and job title may be held by us. Additionally, we may send you marketing information (e.g. newsletters, product information or event invitations) concerning products and services of interest to you, and your personal data may be used by us to submit offers to you and to provide you with the best possible service.



Your personal data may be used by us for market research, analysis and developing statistics. You can withdraw your consent at any time by notifying us except to the extent where withdrawal is not permitted under Applicable Law.

You understand that we will hold the data only as long as it is necessary to make the Services available to you. You understand that by contacting us in writing, you may, at any time, view data, request additional information about the storage and processing of the data, require any necessary amendments to the data or refuse or withdraw the consents herein, in any case without cost.

## 28. Obtaining information

You authorize us to obtain information, on an ongoing basis, from AI Etihad Credit Bureau (and any other credit bureau), the Emirates Integrated Registries Company LLC, banks and other financial institutions, your employer or any other body as we deem appropriate, about your financial and non-financial affairs which includes but is not limited to the details of your banking facilities, financial position, income and any other information relating to you which we deem appropriate without any further authorization from you.

If we require any information or documents, you agree to provide them to us and you agree to waive any confidentiality rights applicable under data protection, bank secrecy or similar laws in respect of all such information which we may disclose.

# 29. Use of your information

You authorize us and our representatives to contact you in relation to your product application(s). You understand that this authorization overrides any prior communication from you requesting us not to contact you (by any means) in relation to those products.

Our Privacy Policy provides further details regarding the collection, processing, transfer and disclosure of personal data.

For the purpose of regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, to check for obscene or profane content, for quality control and staff training, and when we need to see a record of what has been said, your calls, emails, text messages, social media messages and other communications in relation to your dealings with us will be monitored and recorded subject to the Applicable Laws. If you take out an Account or use a Service, we may also monitor related activities where necessary for these reasons.



## You understand and agree that we may disclose your personal data:

a. to any member of the Group (including their employees, directors and shareholders);

**b.** to our professional advisors who are under a duty of confidentiality to us including market research organizations who help to improve our products or services;

**c.** to any one that is our actual or potential assignee or transferee (or any agent or adviser of any of the foregoing);

**d.** to the Central Bank of the UAE or any court, tribunal or regulatory, supervisory, tax or other governmental or quasi-governmental authority having jurisdiction over us or any other member of the Group, or any other court, tribunal or authority;

**e.** to the Emirates Integrated Registries Company LLC, any credit reference agencies (including AI Etihad Credit Bureau), rating agency, insurer or insurance broker or direct or indirect provider of credit protection to us in connection with the Services;

f. to any party that provides services to you through us as an intermediary;

**g.** to any party that we reasonably believe to be acting on your behalf, payment recipients, beneficiaries of your Account, nominees, intermediaries, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, swap or trade repositories, stock exchanges or companies in which you have an interest in securities (where such securities are held by us for you);

**h.** to any other party to the extent necessary, in our sole discretion, for us to provide the Services;

i. as may be required or permitted by Applicable Law;

j. as otherwise specified in these Consumer Terms; and

**k.** as may be required in order to preserve or enforce any of our rights or remedies against you.



## **30. Security measures**

Access to any Service will be protected by password and/or other security measures. You and each Authorized User will be assigned or given the option to select and use accepted Authentication Methods. You must keep and ensure that each Authorized User keeps the information relevant to the Authentication Methods confidential and that it is used only by you or the Authorized User for whom it is issued. The use or misuse of any such information will be your liability and all reasonable instructions notified to you by us from time to time relating to such Authentication Methods must be complied with.

## You are solely responsible for:

- acquiring and maintaining any equipment required for your continued use of and access to any Service and, if applicable, anti-virus and other security measures for such equipment, including measures for adequate protection and back-up of data; and
- b. ensuring that the equipment which you use to access and use a Service is suitable for such use and is functional.

You agree to develop and/or maintain adequate security procedures (i) to ensure that information relevant to the Authentication Methods is not disclosed to any persons other than such of your authorized representatives who have been authorized by us to use the Services, (ii) to prevent access to the Services by any unauthorized persons; (iii) to prevent the use or misuse of the Services; (iv) to ensure that any electronic device used to access a Service is not affected by computer viruses, Trojan horse programs (such as key loggers) and other harmful programs or components.

You are responsible for all uses of information used during the Authentication Methods and for any acts or omissions during such use (including any Instruction) and we will be entitled to treat any access to, or use of, the Services (including without limitation any Instruction) as having been duly authorized by you regardless of whether or not it was effected on your behalf by your authorized representative. We are not required to verify the authenticity of any instructions received from you authenticated by the Authentication Methods.



In relation to the Authentication Methods, you must promptly notify us: (i) of any loss or theft of relevant information; (ii) if you believe the confidentiality of any information has been compromised; (iii) of any change to an Authorized User.

We may issue to you security procedures and other requests regarding the security of the Services which you must comply with. You must also comply with any instruction issued by us to remedy a situation of security breach.

You must ensure that neither your Authorized Users nor your employees, as applicable, do anything which may result in the security of the Services, or the systems or security of any of our other clients, being compromised.

## 31. Software

In order to enable you to use a Service, we grant you a non-exclusive, non-transferrable right to use any software, application or electronic platform offered by us provided that you: (a) do not sub-license, copy, disclose, or amend such software; and (b) use the software only to access and use the Services. Any errors, data loss or delay caused due to tampering and/or corruption of the software will not be our responsibility.

You will indemnify us against any claim, financial, or other, for infringement of a patent, design, trademark or copyright which we may incur as a result of your use of the software.

# **32. Intellectual property**

You understand and accept that any information, publications, marketing materials, software or other materials contained in or relating to any Account or Service are our property. You agree that you will not reproduce, adapt, reverse engineer, decompile, modify, distribute, display, transmit or otherwise exploit any such material in whole or in part or permit any other party to do so, or allow access to any other party without our prior written permission.

## A. GENERAL TERMS



# 33. Our rights

In addition to our rights under sections [36 and 37], we are entitled in our sole discretion to freeze, block transactions or put a hold on an Account or monies in an Account at any time if:

a. these Consumer Terms or any Product Terms have been breached by you;

**b.** the Account has a debit balance and in such case you will be obliged to pay us the amount of any debit balance with interest and other applicable charges;

**c.** we receive written confirmation or other evidence to our satisfaction of: (i) your or any joint Account holder's death or legal disability (or, if you are a legal entity, confirmation of dissolution) until the relevant court appoints the legal successor; or (ii) in the case of a minor, the legal guardian's death or legal disability;

**d.** we receive an order to suspend, freeze, block or put a hold on the Account, from a court or other regulatory authority, having jurisdiction over us;

**e.** we believe that funds in your Account have been obtained through unlawful means or that your Account is being used to effect suspicious transactions. In such a case, to verify that the transaction in question is legal, we may require you to provide any necessary documentation;

**f.** we believe that you are no longer a resident of the UAE or that you are likely to permanently leave the UAE;

**g.** we believe you have misused an Account or any of the Services, or acted in a manner contrary to these Consumer Terms or any Product Terms;

**h.** your salary transfers (if applicable) to us cease or we believe that you are likely to lose your primary source of income, and you have existing obligations to make payments to us;

i. you do not comply with any of our requests;

j. so required due to our policies or Applicable Law; or

**k.** there are any other valid reasons why we consider it is necessary to do so.

Any loss caused to you due to any Account or transaction, as applicable, being suspended, frozen, blocked or put on hold will not be our responsibility.

If due to an error, we have credited any funds to your Account then we are entitled to and you authorize us to, debit the Account (in case of insufficient balance to overdraw the Account) without any liability on us.



# 34. What happens when something goes wrong

Subject to our rights under section [37,36 and 48], our relationship will continue in the event of your death, incapacity, insolvency or bankruptcy subject to Applicable Law. We may continue to act from time to time in reliance upon any account mandate designating Authorized Users until we receive written notice of your death, incapacity, insolvency, or bankruptcy. We must be notified of this immediately.

Upon being notified of the death, incapacity, insolvency, or bankruptcy, we must act in accordance with Applicable Laws and we are entitled to:

a. cease the provision of a Service (whether in whole or in part) to; and/or

**b.** block or freeze an Account (whether in whole or in part) in your name, whether held singly or jointly with another Account holder, from the date of notification until we receive an order from a competent court or authority having jurisdiction over us. During any time that an Account is blocked or frozen we may accept deposits into that Account in accordance with these Consumer Terms but no withdrawals can be made from such Account other than in accordance with Applicable Law or in accordance with an order from a competent court or authority having jurisdiction over us.

# 35. Records

We will maintain a hardcopy and a digital copy of our records. Our records (howsoever retained) of your dealings with us, including without limitation communications, statements and transactions, will be conclusive evidence of such dealing and will be binding on you.

Any certificate issued, or decision made, by us about a matter or an amount payable in connection with these Consumer Terms or any Product Terms will be conclusive and binding on you.

## 36. Severance

You agree that the invalidity, illegality or unenforceability of any provision in these Consumer Terms will not affect or prejudice the other provisions of these Consumer Terms.

# 37. No waiver

A waiver by us of any provision of these Consumer Terms will only be effective if given in writing, and only to the extent that it is expressly given. If we fail to exercise or delay exercising any power or right, that failure or delay will not operate as a waiver and we can choose to exercise that power or right at a later time.



# 38. Assignment

We do not need to obtain your consent to transfer any of our rights or obligations (in whole or in part) in relation to any Service, these Consumer Terms and any Product Terms to any third party at any time. If we require you to sign or enter into any agreement or acknowledgement to allow us to effect any such transfer, assignment or novation, then you agree to sign or enter into such agreement or acknowledgement.

You require our consent prior to transferring any of your rights and/or obligations under an Account, these Consumer Terms and any Product Terms to any party.

# 39. Termination

It is our sole and absolute discretion to offer you any Service under these Consumer Terms and they may be closed, suspended or discontinued, in whole or in part, temporarily or permanently at any time, for any reason and except for Third Party Services, we will give you the required notice regarding any such closure, suspension or termination of Service.

Termination of any Service offered under these Consumer Terms or closure of an Account at any time may be requested by you by giving us prior notice provided there are no outstanding liabilities due to us. The precise notice period will differ depending on the Service you request us to terminate or the Account that you request us to close and this will be specified in the Product Terms.

Upon closure of an Account or termination of a Service, we have the right to:

- a. require the immediate settlement of all or any part of your remaining outstanding liabilities;
- b. immediately enforce any collateral or security provided to us and exercise any of our rights in respect of such collateral or security; and/or
- c. retain any of your assets in our possession until we are satisfied that all of your liabilities due to us are (or will be) irrevocably and unconditionally discharged, in each case, without further notice to you or resorting to any further formal action, whether legal or otherwise.

Upon closure of an Account or termination of a Service, you must: (i) cancel all payments into and out of any closed Accounts; and (ii) return any unused cheques and destroy any Debit Card relating to any closed Accounts.



Our rights accrued prior to the date of termination of any Service or closure of an Account will not be prejudiced.

Any provisions relating to or containing disclaimers, limitations on liability, indemnities, disclosure of information, rights of retention and security over any assets, set-off and tax will survive the termination of these Consumer Terms.

The Bank has the right, at any time and according to its independent will and without liability to any party, to suspend and/or close the account or accounts of the customer, subject to the requirements of applicable laws and regulations.

## 40. Survival of terms

Any of our rights or obligations which have accrued prior to the closure of an Account or cancellation, expiry or termination of any Service, or any provisions of these Consumer Terms which are intended (whether expressly or implicitly) to survive cancellation, expiry or termination will not be affected by such cancellation, expiry or termination.

# **41. Conflicts**

Our provision of Services under these Consumer Terms is not exclusive. We may, without further notification to you, provide Services or carry out transactions with or for you:

a. in which we have a direct or indirect interest;

**b.** in circumstances where we have a relationship with another party which does or may create a conflict with a duty that we may owe to you;

c. in circumstances where we may act as market maker;

**d.** which relate to the provision of brokerage services to you and/or to any other person;

**e.** which involve us acting as financial adviser, banker or otherwise providing services to an issuer;

f. in which we act as agent for more than one person; or

g. in which we earn profits from any of the activities listed above.



For our own account and benefit, we will be entitled to the extent permitted by Applicable Law and without giving further disclosure, to accept and retain any profit, rebate, brokerage, commission, fee, benefit, discount and/or other advantage arising out of or in connection with any Service or transaction.

# 42. Indemnity

You will indemnify us for any losses, damages, liabilities, actions, suits, proceedings, costs and expenses (including legal and any other professional advisers' fees) and any other liability of whatever nature or description howsoever arising that we suffer as a result of any claims or demands brought against us in connection with: (i) your use of the Services; (ii) us acting on or refraining from acting on your instructions; (iii) your or Authorized Users' actions which are inconsistent with or in breach of the terms of these Consumer Terms, Product Terms, or Applicable Laws (iv) any of the Accounts or transactions (as applicable) being suspended, frozen, blocked or put on hold; (v) our enforcement or attempted enforcement of these Consumer Terms and applicable Product Terms or any of our rights thereunder.

# 43. Our liability

We are not responsible for any erroneous payments to any service provider, utility company, credit card institution or other payee or beneficiary for any error made by you in creating a payment instruction, including without limitation entry of an incorrect credit card number, utility account number, beneficiary account details, or any other relevant information. You waive any right to hold us responsible for any mistake or omission relating to the Services and any delay by us due to reasons beyond our control in onward transmission of funds to any service provider, utility company, credit card institution or other payee or beneficiary which may result in disruption of the related service or transaction.

Any claims, demands, losses, damages, liabilities, actions, suits, proceedings, costs and expenses (including legal and any other professional advisers' fees) and any other liability of whatever nature or description howsoever arising out of or in connection with:

**a.** any event over which we do not have control including (without limitation) acts of God, war, riots, hostilities, terrorist activity, local or national emergency, fire, pandemics, natural calamities, explosions, strikes, court orders, legal restraints, any change in any law, failure of equipment or software, technical, power, communication or network malfunction or breakdown;



**b.** wholly or partly termination, suspension or disruption of a Service or Approved Third Party platform;

**c.** any misuse of our Services by you where the misuse is a result of failure to implement reasonable security measures and/or otherwise comply with these Consumer Terms; and

d. your use of our Service will not be our liability.

We expressly exclude any liability for loss or damage which may be caused to you (i) while we are acting in good faith and in compliance with these Consumer Terms and Applicable Laws, or (ii) due to your breach of these Consumer Terms or any Product Terms.

Any direct loss suffered by you which has been finally judicially determined to have been caused by our fraud, gross negligence or willful misconduct will be our liability. Any indirect loss under any circumstances, howsoever arising including without limitation in relation to an Approved Third Party platform, technology provider or third party vendor will not be our liability.

We make no representation and provide no warranty whatsoever, expressed or implied, and we will not have any liability whatsoever, in respect of the quality, merchantability, suitability or fitness for any use or purpose of any Approved Third Party platform.

## 44. Taxes

You are solely responsible for your tax matters.

All amounts expressed to be paid by you are exclusive of any applicable taxes (including but not limited to value added tax (or any equivalent tax)) unless it is expressly provided to the contrary. We are authorized to debit any Account with, or otherwise withhold, the amount of any applicable taxes required to be charged or withheld by us. We will be entitled to debit your Account for any applicable taxes that are paid by us on your behalf and/or you must promptly reimburse us for such payment.



You understand that we may be required by law or by agreement with applicable tax authorities, to report certain information about you (or, in the case of legal persons, your direct and indirect owners or your trustees and beneficiaries) and your relationship with us, including information about the Accounts and other Services provided by us to you: (i) to the tax authorities in the country where we maintain Accounts for you, which may then pass that information to the tax authorities in another country where you may be subject to tax; or (ii) directly to the tax authorities in your country of nationality or residence or other countries where we reasonably determines or is required to presume you are subject to tax.

## 45. Security for liabilities under these standard terms

All cash, securities, bonds, shares, shipping documents, bank notes, gold, or other valuables or property of whatever nature which are held in your name by us or which come into our possession will be held as security against any amount you owe us. You authorize us to register (at your cost) this security interest in the Emirates Integrated Registry. You agree to such registration, and waive any right to prior notification and agree to accept any notices relating to such registration and the security hereunder by electronic means. You also acknowledge and agree to disclosure of the security information on such security register.

## 46. Set off

We may at our sole discretion at any time and without notice to you apply any sum standing to the credit of or asset held in your Accounts in or towards the discharge of any of the liabilities due to us or any member of the Group (whether such obligations are actual or contingent, primary or collateral and joint or several). If the funds and obligations are in different currencies, we may (at your risk and cost) convert either at a market rate of exchange in our usual course of business for the purpose of the set-off.

To the extent that we exercise our right of set-off pursuant to this clause against any term deposit, you authorize us to, in our sole discretion, withdraw such amounts before the end of the agreed term of such term deposit. You understand that you may be liable for early withdrawal penalties or charges as a result of such early withdrawal or may result in the application of lower interest/or zero interest rates.



# 47. Sanctions and regulatory requirements

We are subject to strict legal and regulatory requirements. We are not obliged to take any action that may in our opinion amount to a breach of any: (i) Applicable Law; (ii) order of any competent court or other authority having jurisdiction over us, any member of the Group or you; (iii) duty of

care; or (iv) economic, financial or trade sanction or embargo. To comply with Applicable Law, we may take any measures we find necessary, including without limitation:

**a.** closing, suspending or freezing your Account, blocking your transactions and/or putting your Account and/or transactions on hold;

- b. suspending or terminating your use of any Service;
- c. investigating and intercepting payments into and out of any Account;
- d. investigating the source of or intended recipient of any funds; and

**e.** reporting any suspicious or illegal activities or transactions to the competent authorities whether in the UAE or elsewhere.

You agree to comply with all applicable legal and regulatory requirements, including without limitation those relating to the prevention of bribery, corruption, fraud, money laundering and terrorist activity and the provision of financial and other services to persons or entities which may be subject to sanctions.

We will not be responsible for, and you agree to indemnify and hold us harmless from, any loss, claim, demand, expense, damage, cost, penalties, charges or legal costs: (a) arising out of our compliance with any Applicable Laws or agreements with tax authorities; (b) arising out of any failure or shortfall by us to comply with our obligations; (c) caused by your breach or non- compliance with these Consumer Terms and/or Applicable Laws; and (d) for any delays, suspensions, attachments, holds and/or any unavailability of funds due to our obligations under Applicable Law.



# 48. Governing law and jurisdiction

These Consumer Terms will be governed by the laws of the UAE.

We and you agree to the exclusive jurisdiction of the courts of UAE to settle any dispute arising out of or in connection with these Consumer Terms provided that we may bring proceedings in any other jurisdiction (inside or outside the UAE) as the Bank deems appropriate.

You irrevocably waive all immunity (whether on the grounds of sovereignty or otherwise) that you or any of your assets or revenue may otherwise have in any jurisdiction.

## **SECTION 6: GLOSSARY**

Account means and includes any and all accounts held by us, howsoever presented or branded.

**Applicable Law** means any applicable law (including but not limited to any laws and regulations issued by the Central Bank or any other regulator of the UAE), regulation, ordinance, rule, decree, voluntary code, directive, sanction regime, judgment or court order issued by a court having jurisdiction in the UAE, agreement between us and any government and regulatory authority, or agreement or treaty between government and regulatory authority, for agreement or international).

Authentication Methods means the methods we use to identity you or an Authorized User for the purpose of providing access and enabling the use of the Services, including without limitation user names, passwords, smartcards, secure ID tokens, tokens, security slips, pin codes, cryptographic keys, a person's unique physical and other traits (including voice, facial and fingerprint recognition).

Business Day means any day banks in the UAE are operational.

**Debit Card** means an automated teller machine or debit card, or any other card (excluding credit cards) which we have issued to you to use for payments that is linked to your Account, whether virtual or physical (as applicable), and a "Supplementary Card" is a debit card linked to your Debit Card and issued to another person at your request.



**Fee Schedule** means the schedule of all charges and fees payable to us in relation to the Services as updated from time to time.

Loan means and includes any loan or credit facility made available by us.

**Loan Terms** means any application, offer letter, agreement or document which sets out the terms applicable to a Loan.

**Privacy Policy** means our privacy policy located on our Website.

**Service** means and includes any product or service offered by us, including an Account, Loan and any Third Party Service, howsoever presented or branded.

**Third Party Service** means any product, service, benefit, platform, digital offering, mobile application or reward program provided by a third party provider and marketed or used by us.

**UAE** means United Arab Emirates.

**Website** means our website which can be accessed via the following link [www.Investbank.ae] or any one or more other internet domains specified by us from time to time.

In addition, "us", "we", "our" means Invest Bank and our successors (including, without limitation, successors by merger or by operation of law) and any novate, assignee, transferee or purchaser of our rights and/or obligations hereunder. The terms "you" and "your" refer to any person who has an Account with us, receives or uses a Loan or otherwise uses our Services (including joint Account holders and Authorized Users), and shall include, as the context may require, personal representatives, heirs, successors and assigns.