

AL ISLAMI BUSINESS ONLINE – ENROLMENT FORM

Company Information

Company Name			
Account Number	<input type="text"/>	<input type="text"/>	<input type="text"/>
Access Type	<input type="checkbox"/> FULL Access	<input type="checkbox"/> View Access	<input type="checkbox"/> View Acces with WPS

* Applicable service fees will be debited from this account

User Information

NOTE:

- All accounts under Company relationship will be enrolled for Al Islami Business Online as per mandate on Bank's records
- If you wish to enroll/link multiple parent and subsidiary entities, please fill Annexure A
- In case where the access type has is being been changed from Full access to View access or View access with WPS and where the enrollment on Full access is for more than 10 days, the service fee applicable to Full access shall apply
- If you would like restrict transactions that can be performed against your account, please fill Annexure B. This restriction will apply only for Al Islami Business Online and Al Islami Business Mobile initiated transactions
- Only Authorised signatories of a company can apply for Al Islami Business Online. Once access is provided, authorised signatories can create access for users of their choice and assign different roles to each
- Once you are enrolled for Al Islami Business Online, you can also enroll for Al Islami Business Mobile Online
- User ID and Password will be generated by system and sent on the below email and mobile number respectively**

User Details	User # 1	User # 2	User # 3
First Name			
Last Name			
Mobile Number			
E-mail Address			

DECLARATION

Only signatory(s) authorised to operate account on behalf of company/subsidiary should sign this section

I/we hereby apply for the Al Islami Business Online service and confirm that I/we have read and understood terms & conditions attached herewith and hereby agree to be bound by the same. I/ We further confirm that all information provided by me is true and correct and authorise the Bank to act accordingly without any responsibility or liability on the part of the Bank.

Signature for and on behalf of the company

AUTHORISED SIGNATORY NAME		SIGNATURE	
Company Seal/ Stamp			

FOR BANK USE ONLY

Branch Name:					
Branch Staff Name		Signature		Date	
COD Maker Name		Signature		Date	
COD Checker Name		Signature		Date	

ANNEXURE A PARENT – SUBSIDIARY RELATIONSHIP (OPTIONAL)

Through this option, you can link multiple subsidiary company(s) as to the main parent company. Main parent company signatory(s) can have access to subsidiary company account(s). Parent company signatory(s) can transact/ inquire/ approve transactions from subsidiary company(s) accounts as per appropriate mandate on bank records.

Below are the three scenarios under which you can link parent subsidiary entities:

- A) Existing Enrolled Parent Company:** Parent company is already enrolled for Al Islami Business Online. Company(s) which you are enrolling can be linked as a subsidiary entity
- B) Existing Enrolled Parent & Subsidiary Company:** Both parent & subsidiary company(s) are enrolled for Al Islami Business Online. You need to fill in the Al Islami Business Online – Maintenance Form for linking both the entities
- C) New Parent & Subsidiary Company:** Both parent & company(s) are not enrolled for Al Islami Business Online. If you wish to link the company(s), please enter relevant details in the below section
 - a. Please fill a separate “Al Islami Business Online - Enrolment Form” for each parent/subsidiary company(s)
 - b. If the company being enrolled is a Parent company, check the “PARENT” box below
 - c. If the company being enrolled is a Subsidiary company, check the “SUBSIDIARY” box below & enter the Parent Company account number

Parent – Subsidiary Relationship Details

I/We would like to link my/our Company as Subsidiary of below Parent Company Account

Parent Company Account Number	<input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/>
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Access Type For Parent Signatory(s) To Subsidiary Account(s)

- Please enter the account numbers of subsidiary company to which parent company signatory(s) will have access
- Please separate account number for each user by comma, in case of point A & C in Parent Subsidiary relationship section

Parent Company User ID	Subsidiary Company Account Number (s)

AUTHORISED SIGNATORY NAME	SIGNATURE

ANNEXURE B

ACCOUNT OPERATING INSTRUCTIONS (OPTIONAL)

Transactions Amount Restriction

NOTE:

- Operating limits will be defined as per the company's mandate on bank records
- If you would like to restrict transaction amount that can be approved/ initiated against your account, please fill the below section. This restriction will apply only for Al Islami Business Online & Al Islami Business Mobile initiated transactions
- In case of conflict between mandate on bank records and below details, rules as per mandate on bank records will be applied

AMOUNT (IN AED)

Transactions Type User ID	Between & Other DIB A/c Transfer	Investment Deposit Opening	International Fund Transfer	Domestic Transfer (Within UAE)	Bill/Charity Payments	File Upload	WPS	Direct Debit

Account Transaction Type Restriction

NOTE:

- Operating rules and limits will be defined as per the company's mandate on bank records
- If you would like to restrict transactions that can be performed against your account, please fill the below section. This restriction will apply only for Al Islami Business Online & Al Islami Business Mobile initiated transactions
- In case of conflict between mandate on bank records and below details, rules as per mandate on bank records will be applied

Account Number	Between & Other DIB A/c Transfer	Investment Deposit Opening	International Fund Transfer	Domestic Transfer (Within UAE)	Bill/Charity Payments	File Upload	WPS	Direct Debit
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AUTHORISED SIGNATORY NAME

SIGNATURE

Al Islami Business Online Terms and Conditions

The Customer (as defined below) intends to use Dubai Islamic Bank's Service and the Bank is willing to make the Service available to the Customer in accordance with and subject to these terms and conditions ("Terms and Conditions"). By signing the Application the Customer agrees to be bound by the Terms and Conditions. The Terms and Conditions are supplemental to any other terms and conditions that may apply between the Customer and the Bank, including, without limitation, Al Islami Business Online Terms & Conditions. In the event of any conflict between the provisions of these Terms and Conditions and the General Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

1. Definitions and Interpretation

1.1 Definition

Under the Terms and Conditions, the following expressions shall have the following meanings:

«Account» means all accounts held by the Customer with the Bank to which the Service will be made available upon acceptance by the Bank of the Customer's Application.

«Application» means the application form provided to the Customer by the Bank for the purpose of applying for access to the Service and any documents and information submitted pursuant thereto, including without limitation, the Al Islami Business Online Enrollment Form and Maintenance Form.

«Bank» means Dubai Islamic Bank PJSC, P.O Box 1080, Dubai, United Arab Emirates, its successors and assigns.

«Business Day» means a day other than Friday or any official public holiday in Dubai.

«Command» means any request or instruction that is received from the Customer by the Bank through the Service.

«Confidential Information» means the information provided or obtained through the Service, its form, format, mode or method of compilation, selection, configuration, presentation and expression.

«Corporate Administrator» means a Corporate User named in the Application by the Customer with the authority to and responsibility for administering all other relevant Corporate Users and establishing restrictions relating to the provision of all Commands.

«Al Islami Business Online Maintenance Form» means a standard Bank format through which the Customer maintains/modifies its receipt of the Service, including without limitation, changing its Corporate Administrator.

«Al Islami Business Online Enrollment Form» means a standard Bank format used by the Customer to appoint their Corporate User(s).

«Corporate User» means the person authorised from time to time by the Customer to use the Service to issue Commands. For the avoidance of doubt, a Customer appoints a Corporate User by executing a Corporate IB User Enrollment Form and/or a Corporate IB Approval Rules Form

«Customer» means the customer named in the Application, and where the context allows or requires, includes the Corporate User and the Corporate Administrator whether they are a sole proprietorship, partnership, or a company.

«Internet Site» means any internet site established, operated and/or maintained by the Bank or on the Bank's behalf to facilitate the provision of the Service to the Customer.

«Online» means by way of internet access to the Service through any Internet Site(s).

«Password» means the alpha numeric password provided by the Bank to Customer in order to complete the self-registration process.

«Service» means the online services and transactions and facilities offered by the Bank through the Internet to the Customer as further referenced in Clause 4 below.

«User Guide» means the guidance and information set out on screen in the «Help» pages of the Service and all other customer guides issued by the Bank in connection with the Service, as amended by the Bank from time to time at its sole discretion.

«Username» means the unique identifier, by whatever name called, which is issued to each Corporate User in connection with the Service.

1.2 Interpretation:

(a) (gender) words importing any gender will include all genders;

(b) (headings) the headings to the clauses and sub-clauses herein will not be taken into consideration in the interpretation of these Terms and Conditions;

(c) (including) including and includes are not words of limitation;

(d) (references) a reference to the background, a party, clause, paragraph, is a reference to the background, a party, clause, paragraph, to or of these Terms and Conditions;

(e) (singular) words importing the singular number will include the plural and vis versa;

(f) (time and date) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Dubai, United Arab Emirates even if the obligation is to be performed elsewhere; and (g) (writing) a reference to a notice, consent, request, approval or other communication under these Terms and Conditions or an agreement between the parties means a written notice, request, consent, approval or agreement.

2. Enrollment

2.1 Each Corporate User will be issued with a Username and a Password notified to them directly but mostly at separate intervals.

2.2 The Customer shall follow the guidance provided by the Bank either in person or online in designating the Username and the Password for identifying the Customer for the purposes of the Service.

2.3 The Customer shall act in good faith, exercise reasonable care and diligence in keeping the login credentials secret. At no time and under no circumstances the Customer shall disclose directly or indirectly the login credentials to any other person or permit the login credentials to come into the possession or control of any other person.

2.4 The Customer shall be fully responsible for any accidental or unauthorised disclosure of the login credentials to any other person and shall bear the risk of the login credentials being used by unauthorised persons or for unauthorised purposes and the Customer agrees that the Bank shall not be responsible or liable for an such disclosure and shall indemnify the Bank from any loss, damage or cost the Bank may incur as a result thereof.

2.5 Upon notice or suspicion of login credentials and/or the login credentials being disclosed to, and/or the login credentials being lost or has otherwise come into the possession or control of any unauthorised person or any unauthorised use of the Service being made, the Customer shall notify the Bank as soon as practicable (and the Bank may ask the Customer to confirm in writing any details given) and, until the Bank's actual receipt of such notification, the Customer shall remain responsible for any and all use of the Service by unauthorised persons or for unauthorised purposes. However, the Bank shall not be responsible or liable for any failure to act upon such notification if it is received at a time or under circumstances that renders the Bank unable to comply therewith.

3. Commands

3.1 The Customer is required to quote anyone or more of the login credentials and any other identifiers as shall be prescribed by the Bank from time to time in order to log-on to the Service and give Commands to the Bank Online. Commands in connection with the Service shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them. The Bank will only accept a Command if it has been effected through the Service using an appropriate login credentials and any other identifiers in accordance with these Terms and Conditions.

3.2 The Customer requests and authorises the Bank to treat all apparently valid Commands received by the Bank as commands properly authorised by the Customer, even if they conflict with the terms of any other mandates given by the Customer at any time concerning the Customer's Accounts or affairs. Subject to the Bank's obligations in Clause 3.1 above, the Bank shall be under no other obligation to check the authenticity of Commands or the authority of the person(s) giving them.

3.3 The Customer is responsible for the accuracy and completeness of Commands and for ensuring that they will achieve the Customer's intended purpose. The Bank is not liable for any loss or delay where the contents of a Command are inaccurate or incomplete nor the Bank shall be responsible or liable for acting in good faith upon a Command and the Customer shall indemnify the Bank for any loss, damage or expense the Bank may incur as a result thereof.

3.4 Any Command given in connection with the Services by quoting the login credentials and such other identifiers of the Customer as prescribed by the Bank, once given, shall not be rescinded or withdrawn without the consent of the Bank. Bank shall act, upon all such Commands given by the Customer, in good faith and all such Commands shall be irrevocable and binding on the Customer whether given by the Customer himself or by any other person purporting to be the customer.

3.5 In the event that the Customer requests the Bank to cancel or modify any Command, the Bank will make all reasonable efforts to comply with the Customer's request. However, the Bank is not liable for any failure to cancel or modify the Command if such a request is received at a time or under circumstances that renders the Bank unable to comply with the Customer's request.

3.6 The Bank is entitled to debit the Customer's Accounts, wherever they are situated and whenever they are opened, with any amounts that the Bank has paid or incurred in accordance with a Command.

3.7 The Bank may, in its absolute discretion and without liability, refuse to act on or delay acting on a Command if:

(a) it is a request or Command the effect of which would be to exceed a limit imposed by the Bank upon the Customer generally or upon the Corporate User in question;

(b) the Bank knows of or suspects a breach of security in respect of or in connection with the operation of one or more of the Customer's Accounts or the Service generally; or

(c) the Bank has terminated the Service pursuant to Clause 11 below.

3.8 In the event that the Bank does not act on or delays acting on a Command pursuant to Clause 3.7 above, the Bank shall notify the Customer of such inaction or delay as soon as is reasonably possible.

3.9 The Customer acknowledges that a transaction being carried out is not always simultaneous with a Command being given. Some Commands may take time to process and certain Commands may only be processed during normal banking hours even though the Service is Online and may be accessible outside such hours. Accordingly, the Bank shall be not be liable for loss, damage or cost as a result thereof.

3.10 Any exchange rate, profit and/or, dealing rate and other prices and information quoted by the Bank on the Internet Site or otherwise in response to an Online inquiry is for reference only and is not binding. Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer upon his confirmation of his acceptance irrespective of any different rate, price or information quoted by the Bank for other purposes or transactions.

3.11 Any advice or confirmation that a Command has been received and/or a transaction has been effected through the Service will be provided by the Bank Online. Such advice or confirmation shall be deemed to have been received by the Customer immediately after transmission and it is the Customer's responsibility to check such advice or confirmation. Where the Customer does not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received, it is the Customer's responsibility to make enquiries with the Bank. No separate advice or confirmation of the transaction will be supplied to the Customer by the Bank.

4. Use of the Service

4.1 The Bank shall provide, subject to these Terms and Conditions, Online services and facilities from time to time through any Internet Site to enable the Customer to provide Commands and to communicate with the Bank for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, goods, benefits and privileges from the Bank. The Customer shall act as and/or nominate a Corporate Administrator, who in turn may nominate other Corporate Users.

4.2 The Bank shall have the right to determine and vary from time to time the scope and type of Service to be made available including, without limitation:

- (a) expanding, modifying or reducing the Service at any time;
- (b) imposing and varying any restrictions on the use of the Service such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct by using the Service; and
- (c) prescribing and changing the normal service hours during which the Service is available and any daily cut-off time for any type of services or transactions. Any of the Customer's Commands received by the Bank after any applicable daily cut-off time may be processed on the same day or latest by the next banking day. The Bank may specify banking day and daily cut-off times by reference to the time of various markets operating in different time zones.

4.3 Until further notice, the Service is offered by the Bank only in United Arab Emirates. If the Customer is not resident in United Arab Emirates and/or is not accessing the Service through a computer located in United Arab Emirates, the Customer is required to become informed about and observe any relevant laws, regulations and local practices whether in relation to any restrictions or otherwise or in relation to the Customer's own circumstances before using the Service or acting on information relating to the Service. No information provided through the Service shall be regarded as an offer or solicitation to sell investments or make deposits in any jurisdiction other than United Arab Emirates nor is such information intended to directly or indirectly offer investment, legal, accounting, tax or financial advice to any party.

4.4 The Customer agrees to at all times, in addition to complying with these Terms and Conditions, exercise due diligence and good faith in using the Service. Should the Bank be of the opinion that the Customer, Corporate Administrator, and/or Corporate User in any way breach these Terms and Conditions, the Bank shall have the right to, with reasonable post notification (if possible), suspend or terminate the use of the Service by the Customer and/or anyone or more of the Customer's Corporate Users.

5. Service interruption

5.1 The Bank may (but is not obliged to) suspend any service provided to the Customer under the Service with reasonable post notice (if possible) where the Bank considers it necessary or advisable to do so, including, without limitation, when:

- (a) the Bank suspects a breach or a potential breach of security or the Terms and Conditions;
- (b) the Customer fails to take reasonable care to ensure the security of its use of the Service; or
- (c) the Bank needs to suspend the Service for maintenance or other reasons.

5.2 The Bank will use reasonable efforts to inform the Customer without undue delay through the Service, and/or the Bank's Internet Site(s) if any service under the Service is not available. In the event that the Bank has levied any charge on the Customer which is specifically expressed to be for a particular service which is not available (which for the avoidance of doubt shall not earn any periodic fee charged for the Service as a whole) then the Bank will reimburse the Customer this sum. Other than reimbursing any sum as set out in this Clause 5.2, the Bank will have no further liability to the Customer.

5.3 It may be necessary from time to time to suspend some or all of the Service for routine, non-routine or emergency maintenance where the Bank considers it necessary to do so. In the event of such a suspension being necessary, the Bank will so far as is possible provide the Customer with a reasonable period of notice prior to the suspension.

6. Records

6.1 The Bank's records, except in the case of manifest error, will be evidence of the Customer's dealings with the Bank in connection with the Service.

6.2 Subject to the applicable laws of evidence, the Customer agrees not to object to the admission of the Bank's records as evidence in legal proceedings because such records are not originals, are not in writing or are documents produced by a computer.

7. Customer's liabilities

7.1 The Customer shall be fully liable and responsible for all consequences arising from or in connection with the use of the Service and/or access to any information as a result of such use by the Customer or any other person(s) whether or not authorised.

7.2 The Customer will be liable for any loss of funds arising from any unauthorised transaction if the loss occurs before the Customer notifies the Bank that the Customer's login credentials has been misused, lost or stolen provided that the Bank has received such notification at a time or under circumstances that renders the Bank able to act upon such notification.

7.3 The Customer will be responsible for all losses (including the amount of any transaction carried out without the Customer's authority) if the Customer has acted with negligence so as to facilitate any unauthorised transaction(s), or if the Customer has acted fraudulently. For the purposes of this Clause 7.3, negligence shall be deemed to include failure to observe any of the Customer's security duties referred to in these Terms and Conditions, and the User Guide.

7.4 "Customer shall be solely responsible for ensuring that the online system used by him for accessing the Bank's electronic channel "Al Islami Business Online" is secured from viruses, hacking, bugs, any threats that may disclose the login credentials to un-authorized persons/parties or lead to distorting/altering Customer's commands delivered to the Bank through the electronic channel "Al Islami Business Online" and the Customer shall be held responsible and liable for any altered, deleted, or duplicated Command made by him through the online portal.

8. Bank's liabilities

8.1 The Bank will take reasonably practical steps to ensure that its systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulation, guidelines, circulars, codes of conduct and prevailing market practices that may be applicable from time to time.

8.2 The Bank does not warrant or represent that the Service and any information provided by the Service are free from virus or other destructive features which may adversely affect the Customer's hardware, software or equipment. As such, the Bank shall not be liable to the Customer for any loss or damage incurred by the Customer in the event that unauthorized transactions are effected on the Customer's accounts even in the absence of any negligence on his part. Further, the Bank shall not be liable to the Customer for any loss or damage resulting from computer viruses or other similar features which may affect the Customer's computer equipment.

8.3 In no event shall the Bank be liable to the Customer or any other person(s) for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profit or savings.

8.4 The Customer acknowledges that all information provided through the Service is made available for reference only and is not intended for trading or other purposes, and that the Bank is not an investment or commercial advisor to the Customer.

8.5 No warranty, representation or guarantee of any kind with respect to the information provided or obtained through the Service is given or may be implied, including without limitation, the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any information, whether they are fit for any purpose, and no employee or agent of the Bank is authorised to give any such warranty, representation or guarantee. The Bank assume(s) no liability (whether in tort or contract or otherwise) for any reliance on information provided or obtained through the Service by the Customer or any other person.

8.6 The Customer acknowledges that it is the Customer's responsibility to determine independently market prices and rates for trading purposes through the Customer's usual trading channels, to verify information provided or obtained through the Service before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Service, information provided or obtained through the Service, the conduct of transactions pursuant to such use and these Terms and Conditions which may affect the Customer under all applicable laws.

8.7 The information provided or obtained through the Service will be made available as it is supplied and identifying, where relevant, the information provider directly supplying it to the Bank.

The Bank does not endorse or express any comment on any information supplied by any information provider nor assume any duty to check or verify any information.

9. Security

9.1 The Customer is responsible for acquiring and maintaining any equipment required for the Customer's continued access to and use of the Internet Site (such as the Customer's telephone or computer) and for the Customer's own computer's anti-virus software and security measures.

9.2 The Customer confirms that it has assessed the security features of internet banking and has determined that they are adequate to protect each of the Corporate Users and the Customer's interests in using the Service.

9.3 The Customer agrees to ensure that each of the Customer's Corporate Users complies with these Terms and Conditions and any security procedures mentioned or referred to in it including, without limitation, the security recommendations contained in the User Guide.

9.4 If the Customer suspects any impropriety on the part of any Corporate User in connection with the Service or a Corporate User leaves the Customer's business, the Customer must take all steps available to ensure that the Corporate User is unable to access the Service. The Customer further undertakes to notify the Bank immediately to terminate such Corporate User's access to the Service.

10. Indemnity and authority

10.1 The Customer requests and authorises the Bank from time to time to act upon written instructions or requests to the Bank concerning the administration of the Service when signed, by the Corporate Administrators. Such instructions and requests may include, without limitation, the provision by the Customer to the Bank of requests

- (a) to remove or replace any Corporate User;
- (b) to reset any Passwords; or
- (c) to take any action to promote the continued and orderly operation of the Service.

10.1 The Bank shall be entitled to refuse to act on any written instruction or request that is sent by facsimile transmission or other electronic communication in accordance with Clause 10.2 above. The Bank agrees however to use reasonable endeavors to inform the Customer of such refusal.

10.3 Where any written instruction or request referred to in Clause 10.1 above is sent by facsimile transmission or other electronic communication, the Customer hereby requests and authorises the Bank from time to time, without further authority or notice, from the Customer, to act upon such instruction or request. In addition the Customer agrees that the Bank shall not be liable to the Customer or any third party for any loss or damage suffered by the Customer or any third party arising from the facsimile transmission or other electronic communication being unauthorised or fraudulent and the Customer agrees to keep the Bank fully indemnified against any claims or demands arising therefrom.

10.4 The Bank shall not be liable for any losses arising as a result of any delays when acting in accordance with written instructions howsoever provided pursuant to this Clause 10.

10.5 The Customer shall indemnify the Bank and its respective officers and employees against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including without limitation, legal fees on a full indemnity basis) that may be incurred by any of them and all actions and proceedings that may be brought by or against any of them in connection with the provision of the Service, information provided or obtained through the Service or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions except in the case of fraud, gross negligence or willful misconduct of the Bank, its officers or employees.

11. Termination

11.1 Either party may terminate the Service on not less than two (2) Business Days notice to the other party.

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

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

11.4 Upon termination of the Service, all provisions of these Terms and Conditions which in order to give effect to their meaning need to survive termination of the Service, shall remain in full force and effect. Notwithstanding termination, each party shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.

12. Notices and agents

12.1 The Bank may at any time appoint one or more agents to provide all or any part of the Service. The Customer agrees that such agents shall have the benefit of any provisions of these Terms and Conditions which limit the Bank's liability.

12.2 The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to the Terms and Conditions.

12.3 All notices and advice to be given by the Bank to the Customer under these Terms and Conditions may be given in writing or electronically through the Service. All such notices and advice will be deemed to have been received by the Customer:

(a) in the case of personal delivery, at the time of personal delivery or on leaving it at the last address provided by the Customer to the Bank notwithstanding the subsequent return of such notices and advice;

(b) in the case of posting, three (3) Business Days from dispatch to the last address provided by the Customer to the Bank notwithstanding the subsequent return of such notices and advice;

(c) in the case of each e-mail communication, immediately after transmitting to the e-mail address through which the Customer has so communicated with the Bank;

(d) in the case of e-mail communication initiated by the Bank through the Service, immediately after issuance of the message by the Bank; and

(e) in the case of posting on the Internet Site(s), by display and/or advertisement, immediately after such posting, display and/or advertisement by the Bank.

12.4 Except where these Terms and Conditions, the Internet Site's disclaimer or internet privacy statement specifically provide for the manner of giving notice, all notices and communications from the Customer to the Bank (such as instructions to close any Account(s) with the Bank) shall be in writing and shall be delivered by post or by hand to the Bank.

13. Force Majeure

13.1 Neither party will be liable for delay in performing or failure to perform any of its obligations under these Terms and Conditions which is caused by circumstances beyond its reasonable control, including, without limitation, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of these Terms and Conditions and the time for performance of the affected obligation will be extended by a period which is reasonable under the circumstances.

14. Internet sites, charges and supplemental terms

14.1 The Customer agrees to pay the Bank's scale of charges (if any) for providing the Service as the Bank advises to the Customer from time to time. The Bank reserves the right to charge fees in relation to the use and/or termination of the Service including, without limitation, to impose a charge for its provision online services and to revise such fees. The Bank may with reasonable notice to the Customer vary its charges and the frequency and dates of payment at any time. These charges are in addition to any charges for particular banking or other services the Bank might provide in response to the Customer's Commands through the Service.

14.2 The Customer is liable for any telephone charges and any charges made by the Customer's Internet service provider as a result of the use by the Customer of the Service.

14.3 The Customer authorises the Bank to set off, freeze or debit any of the Customer's accounts with any charges for the provision of the Service.

14.4 When the Bank introduces new services under the Service the Bank may do so on supplementary terms which will be notified to the Customer from time to time in accordance with these Terms and Conditions.

14.5 The Internet Site(s) through which the Customer accesses the Service is/are subject to change by the Bank. Unless such change would affect a right or obligation of the Customer or the Bank under these Terms and Conditions or if the Bank has specifically agreed to give prior notice to the Customer, the Bank may make such changes (including changes to the layout) without notification to the Customer.

14.6 The Bank may modify these Terms and Conditions on not less than thirty (30) Business Days' notice to the Customer or such shorter period (other than in the event of any variations to the Bank's charges) as is necessary for the effective operation of the Service. The Customer's access to and use of the Service after such modifications have been notified to the Customer shall constitute the Customer's acceptance of the same.

15. Intellectual property rights

15.1 The Bank has a license for or owns all copyrights for the Internet Site through which the Customer accesses the Service and all applicable trademarks and other materials used on or provided through it, including, without limitation, Dubai Islamic Bank and the Dubai Islamic Bank logo.

15.2 The Customer acknowledges and agrees that Dubai Islamic Bank and the Dubai Islamic Bank logo, the information provided or obtained through the Service, its form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively 'Confidential Information') are trade secrets and confidential and proprietary property of the Bank and/or that of the respective information providers. No right, title or interest other than the right to access the information provided or obtained through the Service subject to these Terms and Conditions is conveyed or transferred to the Customer. The Customer shall not make any representation or do any act which may be taken to indicate that the Customer has any such right, title or interest in the Confidential Information.

15.3 Unless expressly permitted by these Terms and Conditions, the Customer shall not, and shall not attempt to:

(a) sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information;

(b) remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or

(c) incorporate or combine the Confidential Information with any other programs.

15.4 The Customer is only permitted to print, copy, download or temporarily store extracts from the Bank's Internet Site(s) for the Customer's own information or when the Customer uses the Service. The Customer is not permitted to alter anything and any other use is prohibited unless the Customer first obtains the Bank's written consent. The Customer may not use any part of the Bank's Internet Site on any other web site, or link any other web site to the Bank's Internet Site, without the prior Bank's written consent.

16. Hyperlinks

16.1 The Internet Site may provide hyperlinks that enable the Customer to access the web site of other companies.

16.2 The hyperlinked web sites may not provide any regulatory protection in the Customer's jurisdiction and the Bank is not liable for the Customer's use of the hyperlinked web sites and the Customer shall assume all risks and responsibilities which may arise from accessing such web sites via the hyperlink and are advised to read the terms and conditions of use for these web sites. The Customer is also advised to read the privacy policy statements of such web sites prior to providing any personal information.

16.3 The hyperlinks to non Bank web sites from the Bank's Internet Site do not constitute an endorsement by the Bank of such third party web sites.

17. Encryption

17.1 The Customer should be aware that the Bank uses a very high level of encryption. The use of such levels of encryption may be illegal in jurisdictions outside United Arab Emirates. It is the Customer's responsibility to ensure that, if outside the United Arab Emirates, the Customer's ability to use the Service is permitted by local law and the Bank shall not be liable for any loss or damage suffered by the Customer as a result of not being able to use the Service in these jurisdictions.

18. Advertising

18.1 From time to time the Bank may advertise its own products or services and also those of third parties on the Internet Site through which the Customer accesses the Service or through the Service itself. If, in relation to other agreements between the Customer and the Bank, the Customer has asked the Bank not to send the Customer any marketing material (or if the Customer does so in the future), the Customer agrees that this restriction will not apply to these electronic advertisements and consents to receiving them when accessing the Bank's Internet Site and/or the Service.

19. General terms

19.1 These Terms and Conditions constitute the entire agreement between the Customer and the Bank concerning the use of the Service and supersedes all previous agreements, communications, representations and discussions between the Customer and the Bank relating to the Service. Any other agreements between the Bank and the Customer and/or mandates relating to the conduct of the Customer's Accounts shall remain unaffected.

19.2 As applicable, where the Customer is a partnership or company, the Terms and Conditions will continue in force unless revoked by notice given by relevant authority in such partnership or company, notwithstanding any change of name of the partnership or company, admission of new partner(s) or Shareholder or where such persons are ceasing to be a members of the partnership or company by reason of death or otherwise.

19.3 The Customer agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions.

19.4 Each provision of these Terms and Conditions is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.

19.5 Nothing in these Terms and Conditions shall affect any right of set-off or combination which the Bank has in relation to any Account which the Customer accesses online.

19.6 The Customer acknowledges, accepts and agrees that he may be exposed to the risk while using electronic banking services and he indemnifies the Bank against any and all losses and damages suffered or incurred by him arising out of his use of electronic banking services of the Bank.

20. Governing Law and jurisdiction

20.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the Federal laws of the UAE to the extent they do not conflict with the principles and rulings of Sharia as determined by the Fatwa and Shari'a Supervisory Board of the Bank.

20.2 The Customer irrevocably and unconditionally submits to the jurisdiction of the courts of Dubai. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the Bank's right to initiate proceedings against the Customer in the courts of any other competent jurisdiction nor shall the initiation of proceedings in anyone or more jurisdictions preclude the initiation of proceedings in any other jurisdiction, whether concurrently or not.