

General Terms and Conditions governing Personal Accounts and related Banking Services for BanqueMisr – UAE Branches

In Consideration of Banque Misr – UAE (hereinafter referred to as “the bank “) which expression shall include their successors and legal assigns, agreeing to open an account (as hereinafter defined) to the Customer or the performance of any transaction or subscription to any Banking Service (as hereinafter defined), the Customer hereby agrees to the following terms and conditions (Terms and Conditions). In addition to any other terms and conditions issued by the Bank in relation to the account(s) and Banking Services.

These Terms and Conditions shall apply on all the Bank accounts of any kind opened or maintained by the Customer with the Bank and these terms and conditions govern all the transactions conducted through those accounts.

The Customer signature on the Bank’s Account opening forms and applications, subscription or usage of any Service/Product offered by the Bank and conducting any transaction with the Bank shall constitute an acceptance to these Terms and Conditions as amended from time to time.

Phrasing

- Words importing only the singular shall include the plural and vice versa.

- Where the Account is a Joint Account, reference to single customer shall be reference to all customers in the names of whom the account is opened, unless the text indicates otherwise.

- The words importing any gender shall include all genders, words importing person shall include a sole proprietor, partnership, firm, company, corporation or other legal person.

- These Terms and Conditions and their amendments constitute an integral part of the Account opening documents and relevant Banking Service documentations offered by the Bank to the Customer.

Definitions

In these Terms and Conditions where the context so admits the followings expressions shall have the meanings herein designated unless the context otherwise require:

- **Account:** means any of the following accounts: Current Account, Savings Account, Call Account, Fixed Deposit, and any other type of Account or deposit opened with the bank under any name.
- **Bank:** means Banque Misr – UAE Branches and its successors and legal assigns.
- **Customer:** means any natural or legal person who has an Account with the bank and/or subscribed to utilizing any of the bank services.
- **Banking Service:** means any kind of banking service(s) offered by the bank to the customers such as and without limitation Branch Banking, Internet Banking, Phone Banking, Mobile Banking, withdrawals, deposits and payments through Automated Teller Machine (ATM) and Cash Deposit Machines, making payments through the internet or any other technology, and /or other kind of Banking Services provided to the Customer at any time.
- **Agents:** means any person or persons appointed or approved by the Bank to support or offer Banking Services.
- **Beneficiary:** means the authorized recipient of any funds through Banking Services.
- **Customer’s Instructions:** means the instructions given by the Customer to the Bank from time to time regarding the Account.
- **The Bank Electronic Instructions:** means the Bank electronic documentation via the Internet ATMs, Mobile Banking, Phone Banking, operating instructions or reference guidelines issued by the Bank in any written form or in the guide on the Bank website.
- **Internet:** means collection of information stored in a computer available throughout the world.
- **Swift:** Society for Worldwide Interbank Financial Telecommunications, a computer network which provides interbank communication facilities worldwide
- **User Identification:** The Customer Identification number or word advised by the Bank to the Customer for the purposes of identification while using the Banking Services.

- **Business Day:** means any official working day on which the Bank is open for business.
- **TIN:** means secret «Telephone Identification Number» , which when used by the Customer in conjunction with the login ID will allow the subscriber access to the Phone Banking, it may also be the same personal identification numbers of the automated debit card issued by the Bank to the customer.
- **PIN:** means the Personal Identification Number issued to the cardholder and/or selected by the Cardholder to enable the Card to be used at an ATM, retail outlet accepting the Card, and other self-service terminals.
- **Value Date:** means the date on which the funds pertaining to a Financial Transaction are made available to the beneficiary.
- **Card:** means automated teller machine card (i.e. Visa Electron/Visa Debit Card) or any other Card issued by the Bank to its Customers to use it for cash withdrawal from Automated Teller Machines (ATM) or purchase of goods and services through the internet, phone, or any other mean where the card is not physically available at the time of the transaction when the bank allows to do so.
- **Cardholder:** means any individual in the name of whom a Card is issued by the Bank to undertake financial transactions through the Account. The Cardholder includes the principle Cardholder and supplementary Cardholder, if any.
- **“Digital banking”** means any or all the digital banking functions and service(s) provided by the Bank to the Customer and the Authorised User from time to time through the Bank’s Website and the Mobile App.
- **“IVR service”** means the automated and interactive voice response system of the Bank which has the facility to carry out banking transactions including other Services / facilities provided by the Bank by identifying the customer and recording the customer’s instructions.

A- Bank Accounts

General Terms:

In addition to the terms and conditions, if any, set forth in the application form completed by the, the customer agrees that the following terms and conditions are applicable to all Accounts types opened with the Banque Misr:

01. The Customer acknowledges that no Account will be opened until all documentation required by the Bank at its sole discretion is received.
02. The Bank shall be entitled to debit the Customer’s Account with any cheques, bills of exchange ,promissory notes or orders for payment drawn, accepted or ade by the authorized signatory and to carry out any instructions relating to the Account notwithstanding that any such debiting or carrying out may cause, such Account to be overdrawn or any overdraft to be increased, but always without prejudice to the bank’s right to refuse to allow any overdraft or exceeding the limit, The Customer shall be responsible for any overdraft or obligations arising in or in connection with the Account.
03. In the event of the death, incapacity, dissolution, insolvency or bankruptcy (or another analogous proceeding) of the Customer the Bank shall not be liable for any loss which may arise from any dealings on the Account unless and until the bank has received a written notice of the same together with satisfactory documents acceptable to the Bank at its sole discretion. In such circumstances, the Bank shall suspend all dealings on the Account until the Account status is corrected according to the applicable laws.
04. The Customer accepts all costs, expenses, and risk whatsoever in connection with any Account denominated in any currency including without limitation, any valid legal or regulatory restriction international or domestic . The Bank shall not be liable for any loss or delay pursuant thereto. Withdrawals in foreign currency notes shall be subject to their availability at the concerned Bank’s branch. Conversion from one currency to another shall be at the Bank’s rate of exchange as determined by the Bank from time to time on the transaction’s date.
05. All moneys, securities, bonds, collateral, shares, shipping document, banknotes, coins, gold or other valuables and property of whatever nature which are held in the name of the Customer by the Bank whether in the form of Account of whatever type shall be so held as security to guarantee the settlement of any debit balance due to the Bank arising under these Terms and Conditions or any other banking facility agreement or loan granted to the Customer in future. Furthermore, the Customer agrees to keep it within the Bank’s possession as «collateral against credit facilities or loans» until the Customer fully pays his indebtedness to the Bank including due interests, commissions, expenses and other due charges.
If the Customer does not pay such indebtedness to the Bank on its first request, the Customer herewith authorizes the Bank to set off the outstanding balance from his possession held in«collateral against credit facilities or loans» account without having to notify or inform him beforehand.
This authorization is irrevocable and the Customer cannot cancel it without the Bank’s written consent. The Bank shall have the right to always set off the credit and debit balances of the Customer’s accounts. The debit balance of anyone of the Customer’s Accounts will be secured by the credit balance of any other one of his Accounts including Accounts opened in any other foreign currency. The Bank may also debit any of the Customer’s accounts opened with the amount of any bills, guarantees, cheques and drawings, given or purchased and signed by the Customer.

06. Without prejudice to the applicable laws, any delay or omission by the Bank in exercising or enforcing (whether wholly or in part) any right or remedy in respect of the Account shall not be construed as a waiver of such right or remedy.
07. Unless otherwise agreed, Banque Misr sends a statement of account to the customer through regular mail. The frequency/number of times the account statement is sent will depend on the type of account, which may vary according to the bank's sole discretion. Banque Misr shall have the right to send the account statement to the customer's email address held with the bank' the act which exempts the bank from sending account statements to the customer by regular mail.
08. The statements must be carefully checked and reviewed by the Customer on receipt, any error or discrepancy shall be notified by the Customer in writing to the Bank within thirty days (30 days) of the statement date as it appear in the Bank records, otherwise, the statement is deemed to be correct and conclusive (whether sent by mail or electronically) and the Customer may not thereafter raise any objections to the statement. If the Customer does not receive a statement of Accounts for any period, it is the responsibility of the Customer to request a statement from the Bank within one month of the date on which such statement would normally have been sent to him.
09. The Customer must immediately notify the Bank in writing of any change in the details given on the customer information /Account opening form/application.
10. The Customer may be given the option of accessing his Account statement via the Internet Banking Service if he subscribes to the Bank's Internet Banking Service. If the Customer opts from this Service, once the Account statement available on the Bank's website, the Bank will deliver a notice to the Customer's email address available in the Bank's record:-
- A) The Bank shall be deemed to have delivered the statement of Account to the Customer upon receipt by the Customer of the Notice.
 - B) The Customer agrees to notify the Bank within (7) seven days of the receipt of the Notice if he is unable to get access to the statement of the Account Upon expiry of such period the Customer shall be deemed to have received and accessed the statement of the Account.
 - C) In addition to the above, the Customer acknowledges the risk that is associated with the data received / delivered through the internet/email including any confidential information that might have been accessed or seen by third parties. The Customer releases and discharges the Bank, its employees, officers and representatives with regard to damages suffered by the Customer directly or indirectly due to such unauthorized access by or disclosure of confidential information to third parties provided the bank has maintained the adequate IT safety standards.
 - D) The Customers understands and agrees that the storage of information including without limitation, the user name, password, the Account information, account activity, the transactions conducted in the Account and any other information stored on the Customer's personal computer shall be stored at the Customer's risk and liability the Bank shall not be responsible for any unauthorized access by or disclosure of information to third parties.
 - E) The Bank will ensure to take proper security measures before transmitting any information or data to Customer by email, internet or mobile.
 - F) The Customer agrees that the Bank may at its sole discretion restrict or terminate the Customer's use of the service stated herein. The Customer further agrees that the Bank may stop sending him statements for his Account by mail if he opts to use the service stated in this clause.
11. The Customer agrees that the Bank shall abide by the applicable laws and competent authorities instructions to freeze any funds in the Customer's Account or take any action necessary if the Bank believes that funds have been obtained through illegal means or transactions. The Bank may report any suspected or confirmed money laundering or other suspicious or illegal activities or transactions in relation to the Account or Banking Services to the competent authorities in United Arab Emirates. The customer further agrees that the bank shall have the right to freeze the credit balances in any account in execution of competent court order, Central Bank of UAE instructions or the instructions of any competent authority.
12. The bank reserves the right, and the Customer hereby authorizes the Bank to debit the Customer's Account (in case of insufficient balance to overdraw the Account) in case of crediting any funds to the Account due to computer system error, technical error or malfunction, human error, clearing system error, or any other reason without any liability on the bank.
13. The Customer agrees that the Bank shall have the right to modify or change the Account number or customer identification number at any time with prior notice.
14. Subject to any minimum balance, Banking Service fees and/or any other requirements, the Customer may request the Bank in writing (or through Internet Banking Service whenever possible) to establish and open an additional Account with a different account number. Unless agreed otherwise, these Terms and Conditions shall apply to the Accounts with prefixes/suffixes and any additional Accounts with prefixes/suffixes opened with the Bank and linked to the Customer primary account number without any need for executing fresh account opening documentation for each additional prefixes or suffixes.

15. Without prejudice to what is stated in the above clause, if at any time cheques issued on the Customer Account return or Bounce unpaid due to insufficient balance in the Account, the Bank may close the Account pursuant to the applicable laws and regulations of the Central Bank of United Arab Emirates. The Customer shall return to the Bank the cheque books, debit card if applicable, relating to the Account closed, and the Customer understands that the Bank will report such Account and related details to the Central Bank of United Arab Emirates and any relevant authorities.
16. The Customer may close the Account by giving prior written notice at any time to the Bank after payment of all monies due to/from the Bank. The Bank may also close, freeze or suspend dealings on the Account with proper notification to the Customer.
17. Without prejudice to the applicable laws, the Customer agrees to the Bank, its officers and agents disclosing information relating to his/her Accounts and/or financial relationships with the Bank, including but not limited to details of any credit facilities, any security taken, transaction undertaken, balances and financial positions with the Bank to:
- A) Professional advisors and service providers of permitted parties who are under a duty of confidentiality.
 - B) Any actual or potential participant or sub participant in relation to any of the Bank's rights and/or obligations under any agreement with the Bank, or its assignee or transferee (or any agent or adviser of any of the foregoing).
 - C) Any Court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the permitted parties.
18. The Customer authorizes and allows the Bank to inquire from banks and other financial institutions, the employer of the Customer, or any other body as the Bank deem appropriate about any financial and non-financial information relating to the customer including but not limited to the details of banking facilities, the financial position, the income, and any other information relating to the Customer which the Bank deems appropriate without reference to the Customer.
19. The customer hereby authorizes the bank to request any information about the customer, his residence, address, or the residence address of any his family members whether in the UAE, home country or any other country where the customer resides. The customer also agrees to the bank inquiring about the telephone numbers and mailing address of the Customer and request any information relating to the Customer whether directly or through any of the bank agents with reference to or prior permission from the Customer.
20. It is known and agreed that the Bank has the right to authorize any lawyers and collection agencies (in or outside the UAE) to follow up the procedures of collecting any due indebtedness from the Customer. The Customer hereby authorizes the Bank to provide such lawyers and agencies with any information or documents pertaining to the Customer's account. The lawyers and the collecting agencies are authorized to take the appropriate action on behalf of the Bank while fulfilling their mission including contacting the Customer.
21. The customer undertakes that he / she is the sole beneficiary of the account/ accounts and services related to the account/ accounts such as the cheque books and/or the debit cards. And commits not to deposit in person or accept the deposit of any suspicious sums of money or sums of money from an unknown source. The customer also undertakes to update the information and documents submitted with the opening accounts applications and forms during its validity period or if any reasons arise for such an update in accordance with the money laundering law or other applicable laws in the United Arab Emirates.

B- Current Accounts Special Terms

Subject to the Bank's sole discretion and the applicable laws and the regulations of the Central Bank of United Arab Emirates the Customer may be eligible to open a Current Account if he is resident in the United Arab Emirates and has the full legal capacity.

01. Subject to the Bank's discretion and applicable Central Bank guidelines in this regard, the Bank may issue a cheque book to the Customer to enable him to operate his Current Account. The Customer may request the Bank to issue him a customized cheque book the specification of which shall be determined by the Customer provided that the Customer pays the cost of issuing such customized cheque book. The Bank reserves the right to refuse to comply with any drawing instruction from Current Account unless such withdrawals instruction is made by cheque. The cheque books issued maybe sent by mail/courier to the Customer or made available for collection by the customer or his representative from the branch at which the account was opened, If the customer opts to have the Bank send him the cheque book by mail/ courier, he shall be liable for any loss resulting from any failure or delay in the delivery of the cheque book to him.
02. The Customer undertakes and agrees to keep the cheque book in a safe custody and place to avoid any misuse or fraudulent actions on the cheque book by third parties. In the event of loss or theft of the cheque book or any cheque(s), the Customer shall promptly notify the competent authorities and give immediate notice in writing to the Bank to stop the payment of the lost or stolen cheque(s), the Customer shall bear any losses or damage arising thereof in case the Bank paid the amount of any lost cheque according to the legal and banking principles.

03. A current Account may not become overdrawn except by arrangement with the Bank. However, if the Bank at its sole discretion allows any overdraft whether or not previously arranged for overdraft, or the increase of any overdraft on the Current Account for any reason, or in the event that any cheque causing the Customer's Current Account to be overdrawn in excess of the permissible limits or funds or if such cheques are inadvertently honored by the Bank, the Customer shall repay the Bank the amount overdrawn together with interest at the Bank's overdraft rate and the Bank's prevailing charges on demand. The overdraft amount and due interest shall be payable by the Customer to the Bank immediately upon demand, provided that the Bank has abided by the Customer's instructions.

04. No instructions for stop payment of any cheque(s) shall be accepted unless pursuant to the applicable laws. The Bank accepts no responsibility for failure to comply with such instructions and shall not be held liable for any consequences and cost including without limitation legal fees and penalties, which may arise out of its compliance with such instructions.

05. Acting only as the Customer's collection agent, the Bank may agree to accept, but without assuming any responsibility for their realization, cheques, bank drafts and other similar payment instruments for deposit, provided that they are made out in favor of the Customer or endorsed to his order. For this purpose, the Bank and its correspondents or other agents appointed by the Bank shall be deemed to be the Customer's agents.

06. The proceeds of cheques or other instruments shall not be available for withdrawal until collected by the Bank. The Bank reserves the right to debit any of the Customer's Accounts or demand payment from the Customer for any amount exceptionally or mistakenly credited or credited under usual reserve, which are subsequently unpaid.

07. The Bank shall not be liable or responsible for failure to give notice of nonpayment or dishonor of any cheque in connection with any claims, losses or expenses which may arise as result of returning a dishonored cheque, whether by ordinary or registered mail or any other means. The Bank reserves the right to debit the Customer's Accounts with the amount of any cheque which was drawn or endorsed in favor of the Customer (whether or not the cheque is drawn on the Bank, its branches, affiliates or subsidiaries) that has been credited to the Account and is subsequently unpaid, whether or not the cheque itself can be returned.

08. Unless agreed to the contrary, the Customer agrees that he is not entitled for interests on the credit balances of the Current Account and that he reserves no right to claim for the payment of any interests on those balances.

C- Joint Accounts

01. In the event that the Account is opened in the name of more than one Customer ("Joint Account) any balance now or hereafter deposited in the Account shall remain jointly owned by the Customers in equal basis unless they agree otherwise.

02. In the event of the death, incapacity, insolvency or bankruptcy of either of the Joint Account Holders or all of them the Bank may continue to act from time to time in reliance upon the power and authority conferred herein until it shall have received a written notice from or on behalf of one of the Joint Customers of the death, incapacity, insolvency or bankruptcy. Upon receiving such a written notice, the relevant legal provisions shall apply to the account.

03. The liability of each of the Joint Customers shall be joint and several and every agreement and undertaking herein shall be construed accordingly and the liability of any one of the Joint Account Holders shall not be discharged or affected in any way by reason of the invalidity, void ability, and unenforceability as regards to (a) any other such personal guarantee which the Bank may hold in respect of the Joint Account or any part thereof and (b) by the Bank's releasing, discharging, compounding with or varying the liability hereunder or making any other arrangement with any of the Joint Account Holders or third parties.

D- Savings Accounts Terms

01. The Cash withdrawals slips available at the Banque Misr branches or such other instruction acceptable to the Banque Misr shall be used in making all withdrawals from the Savings Account(s).

02. Subject to any minimum balance requirement for the Savings Account Customers, the interest rate applicable for the Savings Account shall be available at the Banque Misr branches and website and shall be subject to change with notification. The interest payable on the Savings Account will be computed and credited to the Customer Account in line with the product features as applicable and as determined by the Banque Misr from time to time. Interest rates, tiers, crediting cycle and any other features of the Account are subject to change at any time at Banque Misr sole discretion and with notification.

03. Saving Accounts are nominal individual accounts that cannot be transferred in the name of a third party.

04. Saving Accounts may be opened in the name of Minors where the legal guardian is the father or the grandfather, mother, any other party unless appointed by the court.

E- Fixed Deposit Account Special Terms

01. Subject to the Bank's sole discretion and minimum balance requirement determined by the Bank from time to time, the Customer may open a fixed deposit account. Upon opening such Account the Bank will issue a confirmation advice to the Customer stating the principle sum, the term and the rate of interest payable for the Fixed Deposit Account.
02. In absence of any instruction from the Fixed Deposit Customer at the time of placement of the deposit, the Fixed Deposit, together with interest accrued, will be renewed at the Bank's absolute discretion for similar period at the prevailing rate of interest on the date of such renewal.
03. The Bank may, at its sole discretion allow the premature withdrawal of fixed deposits. The Customer accepts that all such premature withdrawals will be subject to levying of such penalties and charges as the Bank may determine, and that these penalties / charges may be subject to change without notice to the Customer. The premature withdrawal of the fixed deposit shall render the deposit to be subject to lower interest and premature withdrawal penalty as determined by the Bank from time to time.
04. Special Terms applicable to Foreign Currency Accounts: The Customer understands that there is risk associated with any Account (s) denominated in a foreign currency (ies), which for the purposes of these Terms and Conditions means any currency other than UAE Dirham. Accordingly, the customer accepts that the Customer is solely responsible for all such risks and any costs, charges, and expenses, however arising (including, without limitation, those arising from any international or domestic legal or regulatory restrictions, as a result of exchange rate fluctuation or as a result of converting one currency into another) in respect of any Account denominated in a foreign currency. Conversion from one currency to another will be at the rate of exchange as determined by the Bank, in its sole discretion from time to time. The Bank in its sole discretion may permit, but is not obliged to permit, Cash Deposits in a foreign currency to and Cash Withdrawals in foreign currency from an Account denominated in a foreign currency, subject to such charges as the Bank determines from time to time or in respect of a particular transaction. The Bank will accept UAE Dirhams for credit to an Account denominated in a foreign currency subject to first converting such UAE Dirham into the relevant currency and will permit withdrawals of cash in UAE Dirham from an Account denominated in a foreign currency subject to sufficient funds being available in the Account and subject to first converting the funds denominated in the foreign currency into UAE Dirham.

F- Call Accounts Special Terms

01. Subject to the Bank's sole discretion and minimum balance requirement, the Bank may open a Call Account for the Customer; the Customer may be entitled to earn interest on the Account in accordance with the interest rate determined by the Bank from time to time.
02. The interest rate applicable on the Call Account shall be available at the Bank branches and website and shall be subject to change without notice. The interest payable on Call Accounts will be computed and credited to the Customer's Account as determined by the Bank from time to time. Subject to the Bank sole discretion interest rates, tiers, crediting cycle and any other features of the Call Account are subject to the Bank sole discretion interest rates, tiers, crediting cycle and any other features of the Call Account are subject to change at any time with notification to the Customer.
03. Subject to any minimum balance requirement for the Call Account, the interest rate applicable for the Call Account shall be available at the Bank's branches and website and shall be subject to change without any advance notification. The interest payable on the Call Account will be computed and credited to the Call Account in line with the product features as applicable and as determined by the Bank from time to time. Interest rates, tiers, crediting cycle and any other features of Call Account are subject to change at any time at the Bank's sole discretion and without any advance notification.

G. Terms & Conditions for Banque Misr Debit Card

01. Request for Discontinuation or Cancellation of the card should be submitted to the Bank in writing through a notice delivered to the Bank or a registered letter. The Bank also reserves the right to cancel the card at any time without providing reasons.
02. The Cardholder agrees that the Bank has the right to automatically debit his / her account and without referring to the Cardholder regarding any sums of money that have been credited to the account by error / mistake.
03. All correspondences sent by the Bank to the address of the Cardholder, whether through regular mail or e-mail is considered correct and effective unless the Bank has been informed of a change in the correspondence details through a registered letter. All Bank records will be considered a proof that correspondences are correctly directed and validate its content as well as any legal ramifications it entails.
04. The Cardholder assumes full responsibility for any transactions performed on the Card through Point of Sale machines or ATMs using the PIN No. provided by the Bank or for transactions done on the internet; and the Bank is not liable to said transactions.
05. The Bank's records regarding the use of the card shall be considered final and binding.

06. Where applicable, the Cardholder must sign on any purchase receipts using the same signature on the back of the Card. The signature is verified as long as the card data on the receipt is correct hence the Bank records related to such purchases is binding.
07. The Cardholder may request the cancellation of the Card and will subsequently be required to return the Card to the Bank; while being committed to repay any outstanding debt on the account before the cancellation date and may reclaim any excess funds in the account(s) from any of the Bank's branches in the United Arab Emirates .
08. The Bank shall not be responsible for any detriments caused by the malfunctioning of data storage machines or analysis machines as well as any occurrence beyond the Bank's control.
09. If the cardholder disapproves any amount of money debited from the card's account, The Bank will not be committed to repaying this amount unless this sum of money is added to Banque Misr's account by the Bank which had carried out the transaction.
10. The Bank does not commit to attaching Transaction Receipts / ATM Withdrawal Receipts to the account's monthly statement. If the Cardholder does not provide a written request to review the transaction(s) in his / her account within 30 days from the statement date, the statement will be considered accurate. The Cardholder may request, in a written form, the submission of transaction and ATM withdrawal receipts against fees that will be debited from the account.
11. The Cardholder commitments to the Terms and Conditions issued by (VISA International) as well as any changes and modifications that might occur on these Terms. The Terms and Conditions are an integral part of this application where the Cardholder agrees to be bound with.
12. The Bank reserves the right to amend the Terms and Conditions without prior written approval from the Cardholder; and any amendments or modifications are considered as an integral part of these Terms and Conditions where the Cardholder is bind by them.
13. Subject to the Bank sole discretion, the Bank may issue a Debit/Withdrawal Card to the Customer who maintains current Account or saving Account with the Bank in the United Arab Emirates.
14. The Cardholder agrees and acknowledges that the Card is issued for use on electronic terminals, internet websites capable of accepting the card for Bank Account holders and who is authorized – whenever its possible – to purchase goods and services, from retailers, within the UAE and overseas , through a point of sale machine accepting the card.
15. Subject to the Bank sole discretion the Bank may allow the Customer to use the Crad to purchase goods and services, via the internet, by telephone or mail order, or by any other means where the Crad is not physically present at the time of the transaction. The Customer may be allowed to access ATMs accepting the card and access to the Bank Interactive Voice Response (IVR).
16. The Card shall not be used to obtain credit of any type.
17. The Card shall remain the property of the Bank at all times, the Bank may, at its sole dicretion , cancel the validity of the Card and request its return a any time, in which case he Cardholder shall immediately comply with such request.
18. The Card is issued entirely at the risk of the Cardholder who shall indemnify the Bank for all loss or damage howsoever caused resulting from the issuance and use of the Card.
19. The Cardholder undertakes not to disclose his PIN to any other person, In the event of the PIN becoming known to someone other than the Cradholder that person maybe treated by the Bank as an acting agent of the Cardholder and the Cardholder undertakes to bear all loss or damage which may occur as a result of disclosing the PIN.
20. The Cardholder shall take the maximum care to prevent the Card from being lost, mislaid or stolen and the Cardholder undertakes not to pass the Card to any other person.
21. In the event that the Card Is lost or stolen or the PIN is disclosed to any other party, the Cardholder shall immediately , thereafter report the said loss, theft or disclosure, together with the particular of the Card, to the Bank in person or by calling the Bank call center number specified by the Bank from time to time end. Until the loss, theft or disclosure of PIN to third party is reported to the Bank as stated in this article, the Customer will be responsible for the transactions processed by use of the Card. The Bank shall not be liable for any damage or loss rsulting from such loss, theft or disclosure of PIN.
22. Where oral notice of loss, theft or discloser of PIN referred to in clause (20) above “Terms & Conditions for Banque Misr Debit Card” is given to the Bank, it must be confirmed in writing by the Cardholder's to the branch at which his Account was opened within (48) forty eight hours of the receipt of the oral notice notified to the Bank.
23. The Cardholder shall at all times remain liable for any transaction made by the use of the Card and shall indemnify the Bank for all loss/damage howsoever caused by the unauthorized use of the Card or related PIN. The Bank record of transactions processed by the Card electronically or otherwise shall be conclusive and binding evidence for allpurpose.

24. It is agreed upon between the two parties that all card uses inside the United Arab Emirates in Dirhams will be immediately debited from the Card's current or savings account/s. The amount of any Card transaction in a currency other than United Arab Emirates Dirham (AED) will be converted into AED at a rate of exchange determined by the Bank for the date when the relevant transaction is debited to the Card Account. The Bank will impose charges on all transactions processed through the ATM's of other banks whether in United Arab Emirates or abroad.
25. The bank debits the account of the Cardholder/Customer with all the cash withdrawal amounts, transfers, direct debits and payments for goods and services made with the bank, at any ATM machine or the other points of sales, and any other payments made by using the Card, in addition to the banking charges and expenses and in the events where the balance of the Cardholder account is in debit for any reason resulting from the use of the Card.
26. The Cardholder shall ensure that there is sufficient balance available for drawing in the Card Account before making any withdrawals or transaction. If for Any reason such Account is overdrawn by the use of the Card or towards any Bank charges, the Cardholder shall be responsible for setting the overdrawn amount immediately by a direct payment or transfer of funds from any other Accounts maintained with the Bank. Failure to comply with this condition shall entitle the Bank to cancel the card and/or transfer the overdrawn amount or any amount due from any Account in the Cardholder's name or the Customer name maintained with the Bank. If more than one account is maintained with the Bank, the Bank shall have the right to debit or set off any other accounts of the Cardholder or the Customer with the Bank in order to cover the overdraft Account of the Cardholder without prior notice.
27. The Card shall be used for cash withdrawals or purchase within the daily limit determined by the bank subject to the Bank sole discretion.
28. The Bank may, at its absolute discretion, with consideration to the Customer's interest, change the daily cash withdrawal and purchase limits without giving any reasons or prior notice to the Cardholder.
29. The Bank may send the card to the Customer or the Cardholder by normal post or courier to the address of the Customer maintained on the Bank records and at the Customer's responsibility.
30. Upon receipt of the Card, the Cardholder shall sign the signature panel on the back of the Card immediately, such signature and/or Card activation and/or use of the Card will constitute binding and conclusive evidence of the Cardholder's receipt of the Card.
31. If the Card is not collected /received by the Cardholder within four (4) weeks (or any period determined by the Bank from time to time) from the date of issuance of the Card (or any period determined by the Bank from time to time) the Card shall be cancelled and the Cardholder will bear the issuance charges. If a replacement Card is issued afterwards, A Card replacement fee shall be levied as per the Bank's prevailing schedule of service and charges.
32. The Cardholder shall be jointly and severally liable to the Bank under these terms and conditions if the Account is opened in two or more names.
33. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of the Card or the ATM or the temporary insufficiency of funds in such machine or failure of any retailer or supplier to accept or honor the Card and the manner in which the refusal was communicated to the Customer.
34. The Cardholder shall only use the Card for purchases that are legally acceptable in the UAE and/or the Country of purchase. The bank reserves the right (subject to applicable law) to refuse settlement of any Card transaction on the customer's behalf if the bank is of the reasonable opinion that the Card transaction is for goods / services which it consider illegal.
35. The Bank reserves the right at all times and without notice to the Cardholder to refuse to authorize any purchase or cash advance, Cancel or suspend the right to use any Card or PIN in respect of all or specific or transactions and refuse to renew or replace any Card.
36. The Cardholder agrees that in case of a Card or supplementary Card linked to a joint Account, fast cash transactions done on other ATMs, and purchases carried out with the Card Account and the Account from which the main Card was issued.
37. Cardholder participation in any promotions will be subject to the promotion terms and conditions announced by the merchant and the Bank shall not be responsible of such promotions.

38. Acceptance of Terms - 3D Secure

- a. VISA Secure provides its service to you, subject to the following Terms of Service (“TOS”) and the Cardholder Agreement governing the card transactions for which VISA Secure is used. The TOS may be updated by us from time to time without notice to you. Use of the service constitutes your acceptance of the terms. You shall be subject to any guidelines or rules applicable to VISA Secure that may be posted from time to time at this location.
- b. You agree that creation of a VISA Secure account password, and/or use of VISA Secure, will represent your acceptance of this TOS and that continued use of VISA Secure after revisions to this TOS shall constitute your agreement to such revised terms and any applicable posted guidelines or rules
- c. Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change VISA Secure shall be subject to this TOS.
- d. The Issuer reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, VISA Secure (or any part thereof) with or without notice.

39. Description of VISA Secure

VISA Secure provides you with a way of increasing security in online and other transactions for which VISA Secure is used by reducing the chances of fraud for those transactions by sending One Time Password (OTP) on your mobile number registered with Banque Misr

40. Cardholder password and Security

You are solely responsible for maintaining the confidentiality of your password and other verification information established by you with VISA Secure, and all activities that occur using your password or other verification information supplied to or established by you with VISA Secure. You agree not to transfer or sell your use of, or access to, VISA Secure to any third party. You agree to immediately notify us, as we require in our cardholder agreement with you for a lost or stolen card, of any unauthorized use of your password or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, shall not be liable for any loss or damage arising from your failure to comply with this TOS.

41. Your Conduct

You agree not to : impersonate any person or entity using VISA Secure; upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by VISA Secure; spam or flood the VISA Secure Website or service; modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the VISA Secure Website or service or the software used in connection with VISA Secure; remove any copyright, trademark, or other proprietary rights notices contained in VISA Secure; “frame” or “mirror” any part of the VISA Secure Website or service without Visa’s prior written authorization; use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the VISA Secure Website or service or its contents; otherwise interfere with, or disrupt, VISA Secure or servers or networks connected to VISA Secure, or violate this TOS or any requirements, procedures, policies or regulations of VISA Secure or of any networks connected to VISA Secure; or intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by Visa (all of which shall constitute “Applicable Law”) in connection with your use of VISA Secure.

42. Liability

You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of VISA Secure. We will pay any direct out-of-pocket expenses that you may incur due to: negligence or intentional misconduct by us, our employees or agents; an attack by others on the systems we use to provide VISA Secure; or any error in, or failure of, VISA Secure.

Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of VISA Secure We assume no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from, this Web site.

43. Dealings with Merchants

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through VISA Secure, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant. You agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, your card Issuer shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of VISA Secure does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in VISA Secure. For example, VISA Secure does not verify the identity of the merchant or the quality of the merchant’s goods or services.

44. Disclaimer of Warranties

You expressly understand and agree that any software obtained through the use of VISA Secure is downloaded and used at your own discretion and risk and that except as otherwise provided in this TOS Agreement, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through VISA Secure.

EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE STATE LAW, MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT VISA SECURE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

45. Notice

Notices to you may be made via either email or regular mail to any address in your Registered Data or other information that you have provided to us in connection with any of your accounts with us, or your Banque Misr Visa cards issued or otherwise provided by us.

46. Age and Responsibilities

You represent that you are of sufficient legal age to use VISA Secure and to create binding legal obligations for any liability you may incur as a result of the use of VISA Secure. Except as otherwise provided by Applicable Law or in our cardholder agreement with you, you understand that you are financially responsible for all uses of VISA Secure by you and those authorized by you to use your Registered Data, your password or other verification information

H- Terms and Conditions Related to Usage of chequebook issued by BanqueMisr

The Terms and Conditions set forth herewith govern Cheques Facility and are in addition to any other agreements, account documentation and the Bank's General Terms and Conditions for the operation of the accounts.

- Cheques in this book should be used for the account for which it was issued and should not under any circumstances be used for any other account.
- Cheques must be handwritten clearly in permanent ink and on the forms provided by the bank and no indelible ink for the withdrawal of cheques should be used.
- If required, Customer must modify any error clearly and preferably write off the error and re-write the word / number that have been modified with a full signature in front of each amendment. The customer undertakes that the bank is not accountable for any loss that may occur due to the overwriting on the cheque that cannot be easily discovered by simple visual examination.
- Always keep your cheque book in a safe place and if you do not use it, or in case lost / stolen you must notify the bank immediately in writing.
- In cases of Account Closure please surrender the check book / remaining leave(s) to the bank.
- To stop a payment of a cheque it should be in according to the rules and regulations governed by the UAE law.
- In case of non-receipt of the cheque book within a period of one month from its issue date the cheque book will be destroyed by the branch and the customer will bear the its charges.
- The customer shall be held responsible and bear the consequence in case the cheque book was lost/stolen and the Bank did not receive the stop payment instructions as per the required rules and regulations.

Conditions relating to e-Statements

In Consideration of the Bank agreeing to the Customer's request that future transaction accounts statements, credit card statements, fixed deposit advices, outward and inward remittance advices and / or any other services of or added by the Bank from time to time are sent to the Customer via electronic mail ("eStatement") to such electronic mail ID (which may be an email address or, in respect of advices only, a facsimile number) ("eStatement Service") as contained in the Bank's records and / or as instructed by the Customer to the Bank from time to time as outlined below ("Designated Mail ID"), the Customer hereby agrees as follows :-

01. The Bank may, in its sole discretion, send e-statements to the Customer if the Customer has requested for the e-Statement Service and provided the Designated Mail ID to the Bank as outlined below. The Bank may, in its sole discretion, send eStatements to the Customer if the Customer has requested for the e-Statement Service and provided the Designated Mail ID to the Bank as outlined below. The Customer may register or subscribe for e-Statement Service by :-
- a. Ticking the box provided in the Personal Account Application form for e-Statement Services.
 - b. Submitting a duly signed Registration Form to any of the Bank's branches.
 - c. Registering with the Phone Banking Service and / or the IVRS and registering for the e-Statement Service. Once e-Statement registration is complete, the Customer will receive an email containing the e-Statement Terms and Conditions. The Customer will be deemed to have accepted the e-Statement Terms and Conditions unless the Customer calls the Bank and cancels his e-Statement registration ; or
 - d. logging in and requesting for e-Statement delivery, after registering with the Digital Banking (Personal Accounts which have registered for the Bank's Digital Banking), By ticking the box provided the Customer indicates that they agree, accept and are in receipt of the e-Statement Terms and Conditions.
02. The Customer will be subscribed to the e-Statement Service upon registration. However, if the Customer would like to opt out of the delivery of any individual e-Statement, the Customer should clearly indicate the same at the time of registration for the e-Statement may subsequently notify the Bank in writing or using the Phone Banking Service.
03. Upon registration for e-Statement Service, the Customer will receive each e-Statement at the Designated Mail ID, which shall be attached together with the electronic mail notification. The Bank will send each e-Statement to Customer's Designated Mail ID as provided by the Customer.
It shall be the responsibility of the customer to notify the Bank in writing directly at any Bank branch with regards to nonreceipt of an e-Statement for any change in the Designated Mail ID.
The Bank will not be liable for non-receipt of any e-Statement by the Customer due to incorrect electronic mail ID or for any other reason whatsoever.
04. The Customer agrees to notify the Bank in writing or through the Phone Banking Service if the Customer is unable to access and/ or has not received any e-Statement or, following receipt of an e-Statement. If there is any unauthorized transaction, discrepancy, omission, inaccuracy or wrong entry in the eStatement within seven (7) days from either (i) the delivery of the e-Statement by the Bank to the Customer, or (ii) if the customer is unable to access the e-Statement and notifies the Bank, upon the Customer receiving and getting access to eStatement. Subject to above, the Customer shall be deemed to have received and accepted as true and correct all the entries in the e-Statement upon expiry of the fifteen (15) day period prescribed above
05. The Customer unconditionally and irrevocably indemnifies and hold harmless the Bank, its shareholders, directors, employees, officers, representatives (each an "Associated Person") from, and waives any right that accrues to the Customer at law against the Bank or any Associated Person with regard to, any losses, costs, damages incurred or sustained by the Customer, directly or indirectly, as a result of generating, delivering, managing, errors, viruses, disruption, delays, unauthorized alteration, unauthorized usage/ access, inaccuracy, interruption, interception, unavailability of eStatement Service, communication failure, electrical or network failure or other equipment failure that may result in an eStatement being incomplete or unavailable, disclosure of confidential information to third parties or manipulation of the data or otherwise, caused as a result of the Bank dispatching an e-Statement to the Designated Mail ID.
06. The Customer understands and agrees that the storage of information contained in an e-Statement including, without limitation, the account information, transaction activity, the account balances, remittances and any other information stored on the Customer's personal computer by reason of receipt of an e-Statement shall be stored at the Customer risk and liability and the Bank shall not be responsible for any unauthorized access by or disclosure of such information to third parties.
07. The e-statement Service is provided at the sole discretion of the Bank and the Bank may choose to modify, supplement, suspend, withdraw, cancel, terminate or discontinue the EStatement Service at any time. In the event of such modification, amendment, suspension, withdrawal, cancellation, termination or discontinuance of the e-Statement Service, the Bank shall notify the Customer either by mail, electronic mail, facsimile or otherwise placing notices at the Bank's offices or branches and the Customer agrees to be bound by the same.
08. The Customer acknowledge and agrees that once the eStatement Service are provided to the Customer, the Bank will cease to provide the Customer with printed and mailed statements, advices and / or confirmations, if the Customer chooses to cancel or opt out of e-Statement Service by informing the Bank in writing or through Phone Banking Services or Digital Banking Services, the Bank shall within a reasonable time thereafter cease to send e-Statements to such Customer and start sending the statements in physical / printed paper form to the Customer's last mailing address appearing in Bank's record

09. The Customer further acknowledges that the use of and the transmission of information via electronic mail may not be guaranteed to be secure. The Customer is the owner and user of the Designated Mail ID and shall take all the necessary security measures and precaution to ensure that any unauthorized party does not access the Designated Mail ID. The customer is aware that any unauthorized use of an eStatement by the Customer or any third parties (whether authorized or unauthorized by the Customer) may result in appropriate action being taken against the Customer. The Customer shall not itself, and shall not allow third parties (whether by self or otherwise) to, re-engineer, modify, disseminate, copy, decompile any e-statement provided by the Bank to the Customer
10. The Customer agrees and authorizes the Bank to advertise its products and services along with the e-Statement Service to the Designated Mail ID from time to time. The Bank also reserves the right to charge a fee for providing e-Statement Service to the Customer in such amount as may be advised by the Bank from time to time as permitted under the Terms and Conditions governing Personal Accounts and/or Business Accounts (as applicable).
11. If the Customer opts to receive e-Statement Service, the Customer shall be deemed to have accepted and agreed to be bound by these terms and conditions, as amended by the Bank from time to time. For registration via the Phone Banking Services and IVRS, the first electronic mail shall carry the eStatement terms and conditions. The Customer agrees that receipt of such electronic mail shall constitute acceptance of the terms and conditions related to the Statement Service. Use of the e-Statement Service will constitute Customer's agreement and receipt of these terms and conditions as well as the acknowledgement of the inherent risks in the transmission of e-Statement via electronic mail.

Conditions relating to Phone Banking Service

01. Upon application by the Customer, the Bank may at its absolute discretion provide the Phone Banking Service and related PIN to the Customer.
02. The Bank is hereby authorized to act on instructions with respect to the Account/ Card.
03. The Customer will use the PIN while using IVRS and Phone Banking Services. The Customer should not, under any circumstances whatsoever, disclose their PIN to any other person or bank employee. The Customer's verbal / touch tone instruction(s) identified by the correct Account Number / Card and PIN will be deemed to be proper. Accordingly, the Bank will be entitled to rely on any such instructions and will be deemed to have acted in good faith in response to any such instruction(s). The Bank will not be responsible for, and the Customer hereby irrevocably releases the Bank from any liability to the Customer arising as a result of the Bank accepting the instructions, or instructions from some other person purporting to be the Customer, The Customer hereby agrees to fully indemnify the Bank and hold the Bank harmless against any and all the actions, proceedings, costs, charges, losses, or damages (including legal costs) it may suffer in connection with the Bank accepting the Customer's instruction, or instructions from some other person purporting to be the Customer.
04. Phone Banking Services transactions effected through use of the PIN will be conclusive and binding on a Customer for all purposes.
05. The Customer acknowledges that any balance details provided to the Customer through the use of the Phone Banking Services shall not constitute conclusive statement of account
06. The Customer shall immediately notify the Bank via the Bank's phone banking number of any loss or unauthorised utilization of the PIN relating to their Account / Card and will accept full responsibility for all Phone Banking Services transactions effected by use of the PIN until the Customer provides to the Bank and the Bank receives such notifications. The Customer agrees to fully indemnify the Bank and hold the Bank harmless against any and all actions, proceedings, costs, charges, losses or damages (including legal costs) it may suffer in connection with the misuse of the PIN.
07. The Customer may only terminate the Phone Banking Services by giving notice in writing to the Bank and will be responsible for all the transactions made using Phone Banking Services until the termination of the service by the Bank
08. The Bank reserves the right to amend, supplement, suspend or withdraw the Phone Banking Services, in its sole discretion and without giving any notice to the Customer. Each such change is deemed to be binding whether or not the Customer has received specific notice to it.
09. The Customer agrees to pay the Bank's charges for the Phone Banking Services as published in the Tariff of Charges as amended from time to time. Such changes are deemed to be binding on the Customer whether or not the Customer has received specific notice of them. The Customer authorizes the Bank to deduct all such charges from any Account. If the Phone Banking Services are withdrawn or reduced in whole or in part, the Customer shall not be entitled to any refund of any charges paid in respect of any matter in relation to such Phone Banking Service.
10. By applying for and using the Phone Banking Services the Customer is deemed to have read, understood and agreed to be bound by these Terms and Conditions.

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