

EMIRATES NBD BANK (P.J.S.C.)
SUPPLY CHAIN FINANCING SERVICE
IT PLATFORM USER AGREEMENT

TERMS AND CONDITIONS	
1. General	
1.1	Access to and use of the www.smartSCF.emiratesnbd.com website (" Website ") is provided to User by Provider on the terms set out hereof (" Agreement "). PLEASE READ CAREFULLY THIS AGREEMENT. This Agreement represents the whole agreement and understanding between the Bank and the entity or individual who subscribes to the Service (the "User" or "you"). By clicking the "We agree to the Terms and Conditions" check box linked to this Agreement and by accessing and using the Website, by any device, in any format, User agrees to be bound by this Agreement. The Bank may terminate your account at any time, with or without notice, for conduct that is in breach of this Agreement.
1.2	User's access of the Website is limited to purposes relevant to the services provided by the Provider pursuant to the Buyer Payment Service Agreement or Supplier Agreement (as applicable) entered or to be entered between the Provider and the User (the " Services Agreement ").
1.3	Provider reserves the right to change this Agreement from time to time without notice to User. Continued use of the Website after such changes will be deemed to be acceptance by User of the updated or amended terms.
2. Use of the Website	
2.1	User will use the Website for lawful purposes only, for its own business use.
2.2	Provider shall not be liable if, for whatever reason, the Website is unavailable at any time. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Provider's control.
2.3	User shall not (a) post, transmit or disseminate any information on or via the Website (i) which is or may be harmful, obscene, fraudulent, defamatory or otherwise contrary to applicable laws; or (ii) which the User knows to be inaccurate or misleading; or (b) which creates a presentation of information about the User that is unduly favourable to the User; and (c) use the Website in a manner which causes or may cause an infringement of the rights of others; or use any software routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the system.
2.4	User shall use best endeavours to protect the Website from damage when accessing and using the Website.
3. Account Details	
3.1	Once User is provided with a username and password (or any other piece of information as part of the Website's security procedures), User must treat such information as confidential. User is prohibited from disclosing it to any third party.
3.2	If User becomes aware, or suspects that anyone other than User knows its username or password, User must promptly notify Provider at +971 (4) 3160214.
3.3	User may authorise any of its employees and representatives with the approved username and password to access and use the Website. Provider agrees that such authorised employees and representatives may be changed by User from time to time at its sole discretion and may differ from the instructions given by User to Provider provided that Provider shall not be liable in any way for any error, action or omission by Provider arising out of incorrect authorisation by User. Any and all actions, instructions and transactions on or through the Website made by employees or representatives of User using the correct username and password shall be binding on the User.
4. Copyright	
4.1	All Website trade-marks, design rights, patents and other intellectual property rights on the Website are vested in Provider or their licensors. Any products, technology or processes and their handbooks or materials may be subject to intellectual property rights owned or licensed by Provider or third Parties.
4.2	User shall deliver relevant documents to Provider for the purposes of the Services by uploading copies of those documents via the Website.

4.3	The Website may not be modified, disassembled, decompiled or reverse engineered in any way. No part of the Website may be reproduced or stored in any other Website, website or similar by User without first having obtained Provider's permission.
5.	Trademarks
5.1	A User is prohibited from using Provider's trademarks or any other content which shows on the Website.
6.	Data Use
6.1	User hereby grants Provider with the right to use the contents that User uploads in accordance with clause 4.2, including transferring the contents to third parties and to countries outside of the United Arab Emirates, for the purposes of Provider performing its rights and duties under the Services Agreement.
6.2	User hereby understands and agrees that, all data, including User data and the information a User uploads on the Website, will be stored and processed within the Microsoft Azure Cloud hosted in the United Arab Emirates.
6.3	User acknowledges and accepts that Provider shall not incur any liability to User whatsoever in the event that User's data, including User's personal data, which are collected in connection with User's use of the Website are disclosed to third parties as a result of the Website being hacked or compromised by the third parties.
7.	Breach of Terms by User
7.1	If User breaches any aspect of this Agreement, Provider may take such action that it considers appropriate including, but not limited to: (a) an issue of a warning to User; (b) legal proceedings against User for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; (c) further legal action against User; (d) immediate, temporary or permanent withdrawal of User's right to use the Website; and (e) disclosure of such information to law enforcement authorities as Provider reasonably feels is necessary.
7.2	Provider excludes liability for actions taken in response to breaches of this Agreement. The responses described above are not limited, and Provider may take any other action Provider reasonably deems appropriate.
8.	Disclaimers
8.1	User's access to and use of the Website is at User's own risk. The Website is provided on an 'as is' basis. Provider makes no warranties, representations or undertakings about any of the content of the Website (including, without limitation, any as to the quality, accuracy, completeness or fitness for purpose of any such content).
8.2	The Provider shall not be liable for any damages, losses (whether direct, indirect or consequential), expenses, liabilities, loss of profits or costs resulting from (a) the use of and access to the Website; and (b) any unauthorised use of the Website by User or a third party.
8.3	Provider does not endorse or approve the content of any third party site, nor will Provider have any liability in connection with any of them (including, but not limited to, liability arising out of any allegation that the content of any third party site infringes any law or the rights of any person or is obscene, defamatory or scandalous).
8.4	Provider does not warrant that functions, materials and information available on the Website (and/or linked to the Website) will be uninterrupted or error free, that defects will be corrected, or that the Website or its server are free of viruses or bugs and other items of a destructive nature. User is responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy particular requirements for the accuracy and security of the data input and output.
8.5	User must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. User must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. User must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, User would commit a criminal offence under the United Arab Emirates' Federal Decree Law No. 5 of 2012, as well as potentially other laws in other jurisdictions, including User's jurisdiction, if User is not within the United Arab Emirates. Provider fully reserves its rights, and in some cases may be legally obliged to, report any such breach to the relevant law enforcement authorities and to disclose User's identity to them. In the event of such a breach, User's right to use the Website will cease immediately.
8.6	Provider reserves the right to, and User agrees that it may, restrict User from accessing the Website at Provider's convenience without notice to User.

9.	Privacy and Personal Information
9.1	Provider may use personal information as set out in our Privacy Policy (https://www.emiratesnbd.com/en/deals-app-privacy-policy/) . By registering its details and agreeing to these Terms, User expressly agrees to be bound by the Privacy Policy, the terms of which are expressly incorporated by reference into these Terms.
10.	Miscellaneous
10.1	The failure or delay of Provider to exercise or enforce any right in this Agreement does not waive its right to enforce that right.
10.2	If any term of this Agreement becomes for any reason invalid or unenforceable at law, the validity and enforceability of the remainder will not be affected.
10.3	All notices issued under this Agreement must be in English or, if in another language, accompanied by a certified English translation and be either in writing (including registered mail, telefax, electronic mail and the Website's internal messaging system) or may be given in person, provided receipt is acknowledged personally and in writing.
10.4	Notices shall be sent to the Provider and the User at the respective addresses given hereof or such other address as may be advised in writing from time to time.
10.5	Any notice issued under this Agreement will be deemed to be received (i) if delivered in person and acknowledged by the designated receiver, at the time of delivery, (ii) if via registered mail, at the date on which the registered mail is offered to the receiving party and (iii) if by telefax, electronic mail or through the Website's internal messaging system, when received in eligible form. A communication received after Business Hours, will be deemed to be given on the next Business Day.
10.6	For the purposes of clause 10.5, (a) "Business Hours" means the time between 8.00am and 5.00pm in Dubai, UAE on a Business Day; and (b) "Business Day" means a day other than a Friday or Saturday on which banks are open in Dubai, United Arab Emirates.
10.7	User represents, warrants and undertakes to Provider that this Agreement is executed by a duly authorised representative of User.
11.	Limitation of Liability
11.1	Nothing in this Agreement excludes or limits a Party's liability for death or personal injury arising from negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by the laws of Emirate of Dubai and the laws of the United Arab Emirates.
11.2	To the extent permitted by law, Provider excludes all conditions, warranties, representations or other terms which may apply to the Website or any content on it or linked to it, whether express or implied.
11.3	Provider will not be liable to User for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with (a) use of, or inability to use, the Website, including any third party Websites, websites or content that may be linked to the Website; or (b) use of or reliance on any content displayed on the Website.
11.4	Provider will not be liable for any loss or damage caused by a virus, distributed denial of service attack, or other technologically harmful material that may infect User's computer equipment, computer programs, data or other proprietary material due to User's use of the Website or to a user downloading of any content on it, or on any Website, website or content linked to it.
12.	Links to and from other Websites
12.1	In all cases where the Website contains links to other sites and resources provided by third Parties, these links are provided for User's information only and are used by Users at their own risk. Provider does not have any control over the contents of those sites or resources and, as such, make no warranties or assertions as to their content.
13.	Uploading Content to the Website
13.1	User warrants that any content it inputs into the Website complies with relevant laws and regulations, and User will be liable to Provider and indemnifies Provider for any breach of that warranty. This means User will be responsible for any loss or damage Provider suffers as a result of User's breach of warranty.
13.2	Without prejudice to clause 2.3, User warrants that all information and/or content which it inputs into the Website are accurate and complete and acknowledges and accepts that Provider shall not be responsible for conducting any due diligence in respect of the accuracy and/or authenticity of such information.
13.3	Provider reserves the right to disclose User's identity to any third party who claims, to Provider's satisfaction, that any content posted or uploaded by User to the Website constitutes a violation of their rights.

13.4	Provider retains the right to remove any uploading User makes on the Website if, in in Provider's opinion, the content does not comply with the relevant laws and regulations and Provider policies.
13.5	User is solely responsible for securing and backing up the content User uploads on the Website.
13.6	Provider is not obliged to return to User any copies of the content that User uploads via the Website.
13.7	Provider makes no warranty as to the security of the content uploaded by User to the Website.
14.	Indemnity
14.1	User agrees to fully indemnify Provider against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Provider arising out of and/or in connection with (a) User's breach or negligent performance or non-performance of this Agreement; (b) the enforcement of these Terms; (c) any claim made against Provider for actual or alleged infringement of a third party's intellectual property rights arising out of and/or in connection with User's use of the Website, including the use of or uploading of any content by User to the Website; (d) any claim made against User by a third party arising out of and/or in connection with the provision of the Website to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by such User; (e) any claim made against Provider by a third party arising out of and/or in connection with the inaccuracy or incompleteness of the content uploaded to the Website by the User; and (f) any claim made against Provider by a third party for death, personal injury or damage to property arising out of and/or in connection with User's use of the Website.
15.	Termination
15.1	In its absolute discretion, Provider may terminate this Agreement immediately upon notice to User.
15.2	In the event that the Services Agreement is terminated or cancelled wholly by either Provider or User in accordance with its terms, this Agreement shall terminate on the Cancellation Date (as defined in the Services Agreement) or such other date as determined by the parties in accordance with the terms of the Services Agreement.
15.3	Upon termination of this Agreement, (a) all rights granted to User in respect of the Website and its contents shall immediately terminate; (b) User shall immediately cease use of the Website and its contents; and (c) Provider may revoke User access to the Website immediately.
15.4	The termination of this Agreement for whatever reason shall not affect the accrued rights, obligations or liabilities of Provider arising in any way out of this Agreement as at the date of termination and in particular but without limitation on the right of Provider to recover damages from User.
15.5	The termination of this Agreement shall not result in the termination of any provision which is expressly stated to survive a termination of this Agreement or any other provision that by implication survives such termination.
15.6	The Parties agree that an order of the United Arab Emirates courts is not required in order for Provider to terminate this Agreement.
16.	Law and Jurisdiction
16.1	This Agreement and the connected non-contractual obligations are governed by and construed in accordance with United Arab Emirates law. Any dispute or claim arising out of and/or in connection with this Agreement or its formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of Dubai.
17.	Contact the Provider
17.1	To contact Provider please call our customer service team at +971 4 3160214.