

## TERMS AND CONDITIONS

**Definitions:**

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

**Account:** means Current Account, Joint Account, Savings Account, Tiered Savings Account, Fixed Deposits, Recurring Deposits and/or any other type of Account or deposit opened with the Bank under any name singly or jointly operated.

**Agent(s):** means person(s), either individual or corporate, appointed by the Bank to support or to provide any part of the Banking Service.

**Bank:** means Emirates NBD Bank (P.J.S.C), a public joint stock company and bank incorporated under and in accordance with the laws of the United Arab Emirates, having its head office at Baniyas Road, P. O. Box 777, Deira, Dubai, UAE, acting through its Mumbai branch office at No.G-1, Ground Floor and First Floor of '5 North Avenue' Maker Maxity, Bandra Kurla Complex Bandra (East), Mumbai – 400 051 (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and legal assigns.

**Banking Service:** means any kind of banking service(s) offered by the Bank to the Customer including opening of different types of accounts, availing various credit facilities, withdrawal of money from the Account by cheque, draft, order or other wise and without limitation, Internet Banking Service, Phone Banking, withdrawals, deposits and payments through ATM, and /or any other kind of Banking Services provided by the Bank to the Customer at any time.

**Beneficiary:** means the recipient of funds through Banking Services.

**Business Day:** means any official working day (other than second or fourth Saturday, Sunday or a public holiday) on which the Bank is generally open for business in India.

**Banking Hours:** shall mean the time during which normal banking operations are being conducted by the Bank on a Business Day, i.e from 10 a.m. to 4 p.m. India Time from Monday to Friday and 10 a.m. to 4 p.m. India Time on working Saturdays or any other hours as may be determined by the Bank from time to time during which access to ancillary services are made available pursuant to these Internet Banking Terms and Conditions.

**Customer/Subscriber:** means each and every Person, individual or corporate (whether individual or jointly with others) who is a user or a potential user of Banking Services and has an Account with the Bank and/or is subscribing to or utilizing any of the Banking Service or products at any time such as and without limitation to Electronic Banking Services, Internet Banking Services, Phone Banking Services, and any other services relating to banking as provided by the Bank from time to time.

**Customer's Instructions:** means any request or instructions given by the Customer to the Bank from time to time regarding the operation of the Account.

**Recording of Conversations:** Each party (i) consents to the recording of telephone conversations between the ENBD officials, agents, employees and other relevant personnel of the parties in connection with this product or any potential Transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any proceedings. Further parties agree that the instructions given shall be as good as written instructions.

**Cut-off Time:** means the deadline established by the Bank from time to time by which a particular type of transaction such as bill payment, funds transfer, etc. can be initiated by using the Banking Services.

**Financial Transaction:** means an entry or set of entries initiated manually / remotely and electronically transmitted to the bank via a Banking Service causing movement of funds affecting the balance in Customer's Account.

**Identification Facilities:** means the Customer Debit Card number, PIN, IVR Identification and/or any other identification facilities.

**Internet:** means a collection of information stored in a computer physically located throughout the world.

**Internet Banking Service:** means a computer based electronic Banking Service offered by the Bank to the Customer (currently known as Banknet or any other name determined by the Bank) through which the Customer can access its Account information, products and other services (including transaction of financial and non-financial in nature) as advised by the Bank from time to time including but not limited to issue of cheque book, balance inquiry, funds transfer, bills payment, account statement through the internet banking website.

**Login ID:** means such identification number/name used for identifying the Customer when he/she uses the Internet Banking Service or in conjunction with the PIN.

**Non-Resident Indian/ NRI:** means a person resident outside India who is a citizen of India or is a person of Indian origin;

**Online/Internet Instructions:** means any request or instructions through the internet with respect to a Financial or non-Financial Transaction given by a Customer to the Bank.

**PAN:** means Permanent Account Number is an all India unique number having ten alphanumeric characters allotted by the Income Tax Department, Government of India.

**Password:** means a secret word consisting of alpha numeric values which when used by the Customer in conjunction with the Login ID will allow the Customer access to the Internet Banking Service.

**Person of Indian Origin (PIO):** means as is defined in Regulation 2 (xii) of the Foreign Exchange Management (Deposit) Regulations, 2000 and means a citizen of any country other than Bangladesh or Pakistan, if

- a) he at any time held Indian passport; or
- b) he or either of his parents or any of his grandparents was a citizen of India by virtue of the Constitution of India or the Citizenship Act, 1955 (57 of 1955); or
- c) the person is a spouse of an Indian citizen or a person referred to in sub-clause (a) or (b)

**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 PIN, and other self-service terminals.

**“Reserve Bank of India/RBI”** means the Reserve Bank of India established under the Reserve Bank of India Act, 1934;

**Software:** A set of instructions commonly known as a computer program, written and compiled in a language which is readable and executable by an electronic machine.

**User:** One or more individuals authorised by the Customer who is/are assigned a Password, and/or User Identification issued by the Bank to access Banking Service.

**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.

**Value Date:** means the date on which the funds pertaining to a Financial Transaction are made available to the Beneficiary.

**Website:** means the website bearing URL [www.emiratesnbd.co.in](http://www.emiratesnbd.co.in), content of which is owned and controlled by the Bank.

**Working days** means any day the bank is open for business not included weekends and public holidays, in any city where the Bank has a branch.

**“Schedule of Fees/Charges”** shall mean schedule of fees/charges as prescribed by the Bank from time to time on the Bank’s website/branches etc.

**“RTGS”** stands for Real Time Gross Settlement. RTGS system is a funds transfer mechanism where transfer of money takes place from one bank to another on a “real time” and on “gross” basis

**“NEFT”** means National Electronic Funds Transfer system of RBI

**“Minimum Average Quarterly Balance”** refers to the least amount required to open an account, to maintain the account and avoid the penal charges for non-maintenance of the said minimum balance.

Customer or Subscriber are used interchangeably throughout the Internet Banking Terms and Conditions. The Bank and the Subscriber are hereinafter, where the context so permits, are collectively referred to as **“Parties”** and individually as **“Party”**.

#### **A. Internet Banking Services (Banknet) Special Terms:**

1. In consideration of the Bank making available to the Customer Internet Banking Services, the Customer hereby acknowledges, accepts, and understands the following terms and conditions:
  - i. As a conditional precedent for subscribing to Internet Banking Service, the Customer shall maintain an active Account with the Bank, in the event that the Account was closed or the Bank’s relationship with the Customer was terminated for any reason, the Bank reserves the right to cancel the Internet Banking Service without prior notice.
  - ii. Products applications in online banking will be subject to eligibility and risk policy
  - iii. User ID is a unique identifier selected by each Customer. Customer will also select /set his own Internet Banking password (PIN). It will be Bank’s endeavor to provide Internet Banking services at all times on a 24\*7 basis.
  - iv. The Bank reserves the right to decline any application for Internet Banking Service without assigning any reason and may in its sole discretion withdraw, cancel or modify the Internet Banking Services, Internet Banking Terms and Conditions and/ or the General Terms and Conditions or any other terms and conditions thereto.
  - v. The Customer agrees to accept and comply with instructions of the Internet Banking Service.
  - vi. The Customer agrees that the Bank’s record of any Financial or non-Financial Transactions conducted through Internet Banking Service shall be conclusive evidence of such transaction(s) and legally binding on the Customer for all purposes.
  - vii. The Customer agrees to accept all operations carried out by a User on his Account using Internet Banking Service specified

in the Customer application form and/or advised separately to the Bank whether in writing or through Internet Banking Service.

- viii. The Bank may recover any amounts due to it under these Internet Banking Terms and Conditions by debiting any of the Customer's Account(s) with the Bank whether these Accounts are associated or not with Internet Banking Service.
- ix. The Customer acknowledges and agrees that the Internet Banking Service is offered and provided to him at his own risk and responsibility, the Bank will not be responsible for any loss or damages arise directly or indirectly from the use of Internet Banking Service by the Customer.
- x. The Customer undertakes and agrees to execute any additional documents that may be required by the Bank to subscribe to the Internet Banking Service or to modify, add modified/ additional facilities under the Internet Banking Service to the Customer. Where a Customer fails to comply with the above requirements, he shall not be eligible for such enhanced or modified the Internet Banking Service and the Bank will be entitled to withdraw or cancelled the Internet Banking Service provided to the Customer.
- xi. Where the Customer, before subscribing or accessing the Internet Banking Services, is required to confirm his concurrence electronically for the associated terms and conditions, the Customer agrees and understands that such concurrence via electronic media will be sufficient and will be legally binding on the Customer for all intents and purposes.
- xii. The Customer acknowledges that Internet Banking Service name/brand are the property of the Bank and the Bank enjoys intellectual property, copyright interest over these names/ brand and over all software and documentation related to the name/brand and their subsequent amendments including user guidelines in any form.
- xiii. The Customer acknowledges and agrees that any change or amendment to the Internet Banking Service name shall not affect the Customer obligations under these terms and conditions, the General Terms and Conditions or any other particular terms and conditions applied on Internet Banking Service if any.
- xiv. If the Internet Banking Services allow the Customer to establish additional Accounts/suffixes in his/her name through his Internet Banking Service the new Account or suffix will be governed by the Bank's Terms and Conditions as amended from time to time in addition to these terms and conditions.
- xv. The Customer recognizes and accepts that his primary mobile number and/or email address will be used to transmit authentication code (one time password). The Customer is responsible for keeping the mobile device protected at all times and update the number/email address in Bank records in case of any change to the primary number and/or email address.
- xvi. These terms condition do not exclude the need to accept special terms and conditions related to any other banking products. The Bank reserves the right to request the Customer to accept particular terms and condition related to certain product or transactions as applicable.

## **2. Performance of Internet Banking Services**

- i. The Bank may appoint Agents to carry out any duties in connection with providing Internet Banking Services and may delegate to such Agents the power to perform any function which the Bank is entitle or obliged to perform.
- ii. The Bank shall not bear any responsibility should any of its Agents fail to meet the Value Date of a Financial Transaction due to time constraints, time difference between regions or regional holidays.
- iii. The Bank shall not bear any responsibility for failure or non- performance of Internet Banking Service beyond the control of the Bank or its Agents.
- iv. The Bank shall be entitled to act on any Customer Instruction received through Internet Banking Service, which may include email message, Financial Instructions or non-Financial Instructions without any further reference to the Customer and without requiring written verification from the Customer. Any such instructions shall be deemed to have been made in accordance with the Customer's banking mandate.
- v. The Bank shall accept no responsibility for the correctness of any Financial or non-Financial Transaction undertaken by the Customer who have no right whatsoever to demand the fund, cancellation or reversal of any Financial Transaction.
- vi. Neither the Bank nor its Agents shall be responsible for any loss or damages or immediate refund which may arise from the failure to properly identify the Beneficiary or for nonpayment of any Payment Instruction resulting from the loss, theft, misplacement, mistake, omission, or mutilation.
- vii. The Bank shall not be liable for any loss or damage where the Customer uses Internet Banking Service to pay bills of utility organisation(s) and other institutions which maintain arrangements with the Bank, The Customer acknowledges and agrees that he shall be solely responsible for:
  - (a) providing the Bank with the correct user/consumer/reference number and any subsequent changes.
  - (b) Settling disputes of any nature with the Beneficiary.
- viii. Subject to the Bank's sole discretion and prior approval, the Bank may consider accepting a request to stop payment of a Customer's cheque through Internet Banking Service only when the customer has deemed that the cheque has been lost, and the customer provides the Bank with the supporting documents.
- ix. The Customer agrees and acknowledges that the Bank shall not accept any claims for compensation of interest, loss of interest or Value Dating for any Financial Transaction carried out through Internet Banking Service.
- x. The Banks shall have the absolute right at any time to reject or cancel any Financial or Non- Financial Transaction in the event of any transaction being incomplete, inconsistent, incorrect or in the breach of any statutory or regulatory legislation.
- xi. The Customer agrees that all security procedures used and implemented by the Bank are reasonable and adequate. The Customer shall safeguard and maintain as secret the User name, Password, User Identification and all the information's related to the Internet Banking Service.

- xii. The Customer agrees to treat the access rights, documentation or any other information related to the Internet Banking Service as strictly private and confidential at all times and shall not copy or reproduce any of the foregoing in any form whether in whole or in part or allow access to any other party without the Bank's prior consent in writing.
- xiii. The Bank will rely on the authenticity of the transactions conducted by a user accessing the Internet Banking Service by using the User name, User Identification, and Password and/ or any identification or secret questions without any liability on the Bank.
- xiv. The Customer agrees that Financial Transaction(s) will be executed subject to the availability of cleared funds in the relative Account(s).
- xv. The Transfers (Financial Transaction) Transfers between the Customer's own Accounts with the Bank and transfers between the Customer's own Accounts in foreign currency with the Bank will be made when the Customer's Instructions are received by the Bank within the time scales advised in the Instructions.
- xvi. Transfers will not be available to or from fixed deposit Account(s) or from loan Account(s).
- xvii. The Customer acknowledges the applications for bank drafts, bank cheques, funds transfer by NEFT/RTGs or SWIFT received by the close of Banking cut off time as advised in the Instructions on any Bank business day will be made either on that day or on the next Business Day.

### **3. Software:**

- i. The Bank grants the Customer the non-exclusive right to use any release of Internet Banking Service Software on the basis that the Customer:
  - ii. Shall not remove the software or sub-license, copy, disclose, amend or otherwise part with the Software or any of its application(s) or components to any other party.
  - iii. Shall use Internet Banking Service Software only in connection with the use of Internet Banking Service.
  - iv. The Bank shall not be responsible for any errors should Internet Banking Software or any other Software of data be tampered with and/or corrupted.
  - v. The Customer shall indemnify the Bank against any claim, financial, or other, for infringement of a patent, design, trademark or copyright which the Bank may incur as a result of the Customer's use of the Software.
  - vi. The Customer hereby accepts any terms and conditions associated with third party licenses for products /services supplied by the Bank to the Customer as part of Internet Banking Service.
  - vii. The Bank shall not be responsible for any loss of data through failure to take regular back-ups will be the Customer's own responsibility and the Bank will not be obliged to restore any lost data.
  - viii. The Customer agrees that the Bank own all information stored and transmitted through the Internet Banking Service and shall have the right to review, monitor, change or delete such information for security, administrative and other purpose.

### **4. Products and Services:**

Subject to the Bank's sole discretion, the Customer can apply to the Bank's products and Services through Internet Banking Service. The products and Services applied to will be subject to the relevant terms and conditions of such products and Services that might be available on the Bank website, branches and/or Internet Banking Service. The Bank reserve the right to add, remove or suspend any product or Banking Service to be accessed through Internet Banking Service.

### **5. Security Measures:**

- i. The Customer and the User confirms that they will not disclose their Password or User Identification to others and will safeguard these strictly in a private and confidential manner. In the event of any such information becoming known to someone other than the Customer, that person may be treated by the Bank as an agent of the Customer and the Customer undertakes to indemnify the Bank against all loss or damage which may occur as a result of that agent's use of the relevant information.
- ii. The Customer and/or the User undertake to change their Password frequently and immediately in the event of any suspicion of Password being fully or partly compromised or disclosed to third parties.
- iii. The Bank shall have no liability for any misuse of Internet Banking Service by any Customer or any unauthorised third party and shall be entitled to act, without reference to the Customer or its User, on any instruction received through use of the Customer's or the User's Password or User Identification.
- iv. The Bank shall not be liable if the misuse of Internet Banking Service results from the Customer's noncompliance with security procedures or these Internet Banking Terms and Conditions or any specific security procedures advised to the Customer by the Bank from time to time.
- v. The Customer agrees to take all reasonable precautions to ensure that computer viruses are not introduced into Internet Banking Service Software or any other Software.
- vi. The Customer hereby acknowledges and agrees that the Bank is not under any legal or contractual obligation to make any investigations regarding the identity of the User gaining access to Internet Banking Service other than the User, User Identification, Password and any other additional security methods implemented by the Bank's sole discretion.
- vii. The Customer hereby agrees to indemnify the Bank for any damage caused to the Bank's computer systems from the Customer or any person using the Customer's or his User name or Password being responsible for transmitting viruses to

the Bank via Internet Banking Service.

- viii. The Customer shall be liable for the usage of the User name, User Identification, Password and/or any additional security methods determined by the Bank used to access Internet Banking Service by authorised Person, unauthorised person or any other third party.
- ix. The Customer shall not use passwords that are easy to guess, e.g. name, date of birth, telephone number(s), etc. It is advisable to use a combination of upper and lower case letters as well as numbers. The Customer should not use shared passwords with anyone and should not use the same password for other websites.
- x. Customer should always log into the internet banking service via our website at the following address: [www.emiratesnbd.co.in](http://www.emiratesnbd.co.in) and not through other links.
- xi. Customer should avoid logging into the internet banking service from unknown devices, devices which have unknown applications installed or from locations like internet cafes, libraries or other public sites.

#### **6. Operation of Internet Banking Service:**

- i. Where the service is made available linked to an account(s) in two or more names with the Bank, it is acknowledged that, irrespective of whether the mode of operation of such account(s) individual or joint with single operation (or condition), the service will be provided to one subscriber acting alone. In case the mode of operation is jointly with 'And' mandate, the service will not be provided.
- ii. In case of minor account(s), only the guardian upon verification shall be eligible to avail this facility on behalf of the minor account holder.
- iii. If the Account is opened in a minor's name, only the legal guardian have the right to use this Banking Service on behalf of the minor whenever its legally permissible, the legal guardian will assume the full responsibility for the minor's subscription to Internet Banking Service.
- iv. The Customer shall ensure that sufficient funds are available in the Account before conducting any transaction, if for any reason the Account is overdrawn by the use of the Internet Banking Service, the Customer shall immediately pay the overdrawn amount. Failure to comply with this condition shall entitle the Bank to cancel the Internet Banking Service and debit and set-off any Account maintained by the Customer with the Bank to cover the overdrawn amount and any other charges.
- v. The Customer acknowledges that the Internet Banking Service is accessed through the Internet which is a public system over which the Bank has no control, it's the Customer's duty to insure that any computer or other device which he use to access the Internet Banking Service is free from and adequately protected against acquiring computer viruses and other destructive and disruptive components.
- vi. The accuracy, completeness, error free and timeliness of the information of Internet Banking Service is not guaranteed by the Bank and may be subject to suspension or interruption.
- vii. The Bank shall not be liable if the Customer is unable to access Internet Banking Service or any product or Banking Service offered by the Bank under the Internet Banking Service resulting from any reason beyond the Bank's control, technical, communication or network malfunction or breakdown.
- viii. The Customer hereby, irrevocably and unconditionally without any right of objection and/or limitation accepts all transactions and/or debts arising from the use of Internet Banking Service and waives any right of objection in relation thereto.
- ix. The customer agrees that the Bank is not liable for any losses or damages arising from partial, incomplete, late or failed transfers or bill payments to any payee nominated under the Internet Banking Service due to a reason beyond the Bank control.
- x. The Customer acknowledges that any printouts/statements of files or any other form in which any information or transactions pertaining to the account has been downloaded/copied shall not be used in any dealings with third parties in whatsoever manner and the Customers agree to indemnify the Bank against all loss or damage which may occur as a result of any violation to the above.
- xi. The Bank shall not be responsible for any erroneous payments to any utility company, credit card institutions(s) arising out of wrong input of Consumer's credit card number, account number with the utility provider/company and any other information required. The Customer further confirms and agrees to waive any right which the he may otherwise have for holding the Bank responsible for any mistake or omission caused by the Internet Banking Service and any delay by the Bank due to reasons beyond its control in onward transmission of the funds to the any utility company credit card institution(s) or any payee or Beneficiary which may result in disruption of the utility service or credit card related transactions.
- xii. In case of telegraphic transfers or any other transactions through Internet Banking Service, the Customer agrees that the total amount transferred per each business day is limited to the amount specified and determined by the Bank for the Customer segment.
- xiii. In the case of foreign currency transactions through Internet Banking Service, the overall maximum transferable amount is currently USD 250,000 (under Liberalised Remittance Scheme by RBI (and may be subject to change from time to time) at the specific rate provided in the Internet Banking Service website or the Bank website, or such other limits agreed between the Bank and the Customer or determined by the Bank at its sole discretion without any notice to the Customer.
- xiv. Encashment of the remittance is subject to the Bank's internal policies and guidelines as well as the laws and regulations of the country where encashment is to be made. In this respect, you must comply with all anti-money laundering and anti-terrorism laws. The Bank is not responsible for any loss or delay caused by such laws and regulations.
- xv. The Customer understands and agrees that the date and the time on print-outs of transaction or confirmation advices bear the date and the time of the Bank's main computer and that any transaction carried out before the cut-off time in Bank's

record will be completed same business day and those after the cut-off time or on a Bank holiday, will be completed as next business day/value date of transaction.

- xvi. The Customer acknowledges that no printed advice or confirmation will be issued by the Bank for any transaction conducted through Internet Banking Service other than what stated in clause (6 (xv)) above which will be recorded in the Customer relevant Account from which the transaction has been conducted and reflected in the statement.

#### **7. Disabling Services:**

- i. The Bank may decide to disable password in case the Internet Banking Services are not used for a continuous period as decided by the Bank. The Customer may also request for temporary disabling of access. To reactivate access to Internet Banking Services, the Customer must intimate the Bank by way of a letter, phone or such other mode as may be prescribed by the Bank, providing certain details as may be required or prescribed by the Bank and the information so sent shall be deemed to be correct.
- ii. Customer's access to Internet Banking Services will be disabled if wrong password is entered successively three times (or number of attempts as decided by the Bank from time to time). In such event the Bank may automatically reactivate access after a specific interval.

#### **8. Payment of Bills, Presentment and E-Shopping:**

- i. Bank may, at its discretion, make available the service to the Customer to make payment from his Account with respect to certain bills/outstanding of bills of certain service providers/vendors/utilities ('Vendors') by receiving request through Bank branch or over electronic media, with or without the ability for the Customer to know the details of such bills. However, the Bank shall not be liable or responsible for:
  - a) the timeliness of payment to or receipt of payment by the respective Vendors;
  - b) the accuracy of such bills/outstandings and/or details thereof or whether the bill was made available over electronic media in time or not;
  - c) to check whether or not the Customer has made payments through channels other than the Bank channels;
  - d) any short/excess payment made to Vendors (the Customer is solely liable to follow up and settle the shortfall and or for refunds);
  - e) the discontinuation/suspension/partial suspension/cancellation of the service/ goods/ utility, for any reason whatsoever, and any consequences thereof;
  - f) the quality of the service/goods for which the payment is intended/made or delay/non-delivery of the same due to any reason whatsoever including but not limited to the fault of the creditors or the creditors going into bankruptcy/suspending/ ceasing to do business.
- ii. The Customer acknowledges and agrees that the Bank remains a mere channel and facilitator for this service and that the Bank does not warrant or claim any responsibility for this service nor does the Bank endorse any such service and/or its standing or reputation whatsoever, and is not liable for any deficient or bad services in any manner whatsoever and for any loss, whatsoever that the Customer may suffer or incur. Risk in this regard is entirely on the Customer and he is required to do his own survey. The debits or credits to the Customer's NRI/PIO/OCB Account are further subject to restrictions and limits as are specified for NRI/PIO/OCB operated Accounts as also by the Bank and the RBI.

#### **9. Use of Biometrics and Digital Signatures:**

Use of Digital Signatures/Smart Cards/Biometrics and Opening Online Accounts: The Bank reserves the right and discretion to permit the use of digital signatures using the Public Key Infrastructure System as provided for under the Information Technology Act, 2000/ biometrics for opening an Account online and operating such an Account or the existing Account, as per Bank's policy or as and when the law authorizes and technology facilitates such transformation.

#### **10. Services not Requiring Identity Verification**

For financial services requiring no identity verification, Customers acknowledge the resulting convenience and flexibility and are aware of and willing to assume relevant risks that might arise.

#### **11. Termination of Internet Banking Service:**

The Customer can request for termination of the Internet Banking Facility any time by giving a written notice of at least 15 days to the Bank. The Customer agrees that the Bank has the right to terminate the Internet Banking Service and withdraw any or all of the facilities under, without assigning any reason, after serving a notice to the Customer by ordinary post or via e-mail or by any other medium the Bank deemed appropriate.

#### **12. Intellectual Property Rights and Security**

- i. The Customer agrees that Bank is the exclusive owner of the identification facilities used by the Customer; the Customer acknowledges that he is using the Identification Facilities as an ultimate trustee of such Identifications Facilities and shall keep the same safe and follow such instructions as may be given to the subscriber by the Bank from time to time.
- ii. The Customer agree to exercise due care in using and preserving the privacy and confidentiality of the Identification Facilities



and keep the Bank safe and harmless and indemnify the Bank against any claims for loss or damage (whether direct or consequential) arising from the Customer's use of the Internet Banking Service.

- iii. The Customer acknowledges that Internet Banking Service name /brand are the property of the Bank and the Bank enjoys intellectual property and copyright interest over these names/ brand and over all software and documentation and their subsequent amendments including user guidelines in any form.
- iv. The Customer acknowledges and agrees that any change or amendment to the Internet Banking Service name shall not affect the Customer obligations under these terms and conditions or any other particular terms applied on Internet Banking Service if any.

### **13. Exclusion of Liability**

- i. The Bank shall not be liable for any loss or damage suffered by the Customer in the following cases:
  - a) Termination, suspension or disruption of the Internet Banking Service or a part of it without giving prior notice to a Customer.
  - b) Any misuse of the Internet Banking Service by the Customer where the misuse is a result of non-adherence to reasonable security procedures or terms and conditions of the Internet Banking Service or any specific security procedures advised to the Customer by the Bank from time to time.
  - c) Where the Customer fails to notify the Bank of any change in their e-mail address, mailing address or contact numbers.
  - d) Any errors or failures from any malfunction of the subscribers telephone equipment that is used by the Customer.
  - e) Any labor/industrial dispute or other matter outside the Bank's control or the control of the Bank's Agents and subcontractors.
  - f) Any erroneous Payment to any Beneficiary arising from the Customer's error.
  - g) Any delay beyond the Bank's control in making Payment to any Beneficiary.
  - h) Any failure by the Customer to adhere to any notice, communication from the Bank.
  - i) Any loss arising out of any erroneous Payments or any delay in the transmission of funds through Internet Banking Service to any Beneficiary which may result from the termination or disruption of Internet Banking Service.
  - j) Any losses or damages arises from the accuracy of any Financial or non-Financial Transaction undertaken by the Customer.
  - k) Any failure by the Bank to make a Payment to a Beneficiary or to carry out the Customer's instructions if the Account was attached by a court order or any other competent authority or is blocked or frozen for whatever reason.
  - l) Any other loss that the Customer may suffer by using the Internet Banking Service.

### **14. Charges and fees:**

- i. The Bank shall debit the subscribers account with fees & charges for any instructions through the service. Such charges shall be as per the Bank's Schedule of Charges for the various services. The Bank also reserves the right to make any changes to the fees and charges for the service or to the service or any terms and conditions at any time.
- ii. The subscriber authorises the bank to debit the subscriber's account with applicable fees and charges for the service of the previous month on the first working day of the subsequent month as determined by the bank at its own discretion.
- iii. In case the subscriber does not pay the applicable fees and charges for two consecutive months, the Bank will be entitled to cancel the service without referring to the subscriber.

The Customer/ the Customer's legal representative hereby acknowledges that he/she has read, understood and accepted all the pages of these Internet Banking Service Terms and Conditions as well as the General Terms and Conditions available at [www.emiratesnbd.co.in](http://www.emiratesnbd.co.in) and the same shall be binding on the Customer and his/her successors and assigns.