



# General Terms and Conditions of Accounts and Banking Services for Emirates NBD Bank PJSC

In consideration of Emirates NBD Bank PJSC (hereinafter referred to as "the Bank") which expression shall include their successors and legal assigns, agreeing to open an Account (as hereinafter defined) or to perform any transaction or subscribe to any Banking Service (as hereinafter defined), the Customer hereby agrees to the following terms and conditions (Terms and Conditions) to be applied. This is in addition to any other terms and conditions applicable on the particular Account and Banking Services.

These Terms and Conditions set forth herein apply on each and every Account held by the Customer with the Bank and govern all transactions between, the Bank and the Customer.

The Customer signature on the Bank's Account opening forms and applications, subscription or usage of any services/products offered by the Bank and conducting of any transaction with the Bank shall constitute an acceptance to these Terms and Conditions as amended from time to time. The Customer hereby agrees to the below Terms and Conditions:

### **Phrasing/Wording**

- > Words importing only the singular shall include the plural number and vice versa. Where the Account is a Joint Account, reference to single customer shall be reference to both customers.
- > The words importing any gender shall include all genders, words importing person shall include a sole proprietor, partnership, firm, company, corporation or other entity. The heading of the clauses herein shall not be taken into consideration on the interpretation of these Terms and Conditions.
- > Reference to these Terms and Conditions shall be understood to be reference to the terms and conditions contained in the Customer's completed application form of the Account and any terms and conditions stated in any application of any other Services.
- > 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 Current Account, Special Current Account, Value Account, Joint Account, Savings Account, Tiered Savings

Account, Currency Passport Savings Account, Smart S@ver Account, Plus Saver Account, Call Account, Fixed Deposits, Recurring Deposits, Plan Account and/or any other type of Account or deposit opened with the Bank under any name singly or jointly operated.

**Bank:** means Emirates NBD Bank PJSC and its successors and legal assigns.

**Customer:** means each and every Person, individual or corporate (whether individual or jointly with others) who have an Account with the Bank and/or subscribing to any of the Bank Services or utilising any of the Bank services or products at any time such as and without limitation, Electronic Banking Services, Internet Banking Services, Phone Banking Services, Mobile Banking Services and any other Services provided by the Bank from time to time. Customer is also provided with the Card to use for cash withdrawal and purchase of goods and services.

**Banking Service:** means any kind of banking service(s) offered by the Bank to the Customers such as and without limitation, Internet Banking, Phone Banking, Mobile Banking, withdrawals, deposits and payments through Automated Teller Machines (ATM) and Cash Deposit Machines (CDM), making payments through the internet or any other technology, depositing cheques through automated machines and/or any other kind of Banking Services provided to the Customer at any time.

**Agents:** means any person or persons appointed by the Bank to support or offer Banking Services.

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

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

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

**The Bank Electronic Instructions:** means the Bank electronic documentation via the Internet, operating instructions or reference guidelines issued by the Bank in any written form or in the guide on the Bank website on the Internet.

**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) which enables the Customer to connect with the Bank via the Internet to conduct and undertake Financial and Non-financial Transactions with the Bank from remote locations such as and without limitation balance inquiry, funds transfer, bills payment and/or any other Banking Service offered by the Bank from time to time.

**Password:** means a secret word consisting of alpha numeric values which allows a Customer to access Internet Banking Service.

**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.

**Swift:** Society for Worldwide Interbank Financial Telecommunications, a computer network which provides interbank communication facilities worldwide.

**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.

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

**Business Day:** means any official working day on which the Bank is open for business in the United Arab Emirates.

**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 Service.

**Identification Facilities:** means the Customer debit card number, PIN, Phone Banking Identification, and/or any other identification facilities.

**Login ID:** means such identification number/name used for identifying the Customer when he used the Phone Banking in conjunction with the PIN/TIN.

**Online/Internet Instructions:** means instructions through the internet which contained a Financial or Non-Financial Transaction given by a Customer to the Bank.

**Phone Banking:** means a telephone based, electronic Banking Service offered by the Bank that allows the Customer who subscribe to perform Financial and Non-financial transactions on the Customer's Accounts with the Bank.

**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 PIN, 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:** A Visa Electron/Visa Debit payment card issued by the Bank to the cardholder can be:

- > Used to purchase goods, services, benefits and/or reservations from merchant partners within the UAE and overseas, through a point of sale machine accepting Visa Cards
- > Used to purchase goods, services, benefits, and/or reservations via the internet, by telephone or mail order, or by any other means where the card is not physically present at the time of the transaction, if allowed by the Bank
- > Access to ATMs displaying the Electron, Plus, Visa Brand mark, Central Bank Switch Brand Mark, and GCCNET Brand Mark
- > Access to Phone Banking services of the Bank

**Cardholder:** means individual or individuals to whom a Card is issued and in whose name(s) a Current or Savings account(s) is established and maintained by the Bank and who has individual authority to undertake financial transactions through the Account. The Cardholders include the principle Cardholder and supplementary cardholder, if any.

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

**Mobile:** means any mobile phone or any other device or equipment approved by the Bank to provide the Customer with Mobile Banking Services.

**Mobile Banking Services:** means mobile phone based, electronic Banking Service offered by the Bank that allows the Customer who subscribed to inquire, view and conduct transactions on the Account linked or subscribed to Mobile Banking Service.

## **A. BANK ACCOUNTS:**

### **1. General Terms:**

In addition to the terms and conditions, if any, set forth in the completed application form signed by the Customer/ Account holder, the Customer agrees that the following terms and conditions are applicable to the Accounts opened with the Bank:

- 1.1 Subject to the Bank's sole discretion the Customer acknowledges that no Account will be opened until all documentations required by the Bank are received and in the opinion of the Bank, being satisfactory to open the Account.
- 1.2 The Bank may accept deposit of cheque(s) for opening of an Account subject to the terms and conditions determined by the Bank from time to time. Third party cheques will not be accepted for purpose of initial funding of opening any Account or deposit.
- 1.3 For Current Accounts, the Bank may at its sole discretion issue the Customer a cheque book which may either be sent by courier/mail at the Customer's absolute responsibility and risk and without any liability on the Bank, to the address specified in the Account application form, or the Bank may make the cheque book available for collection by the Customer or his representative at the branch at which the Account was opened.
- 1.4 The Customer understands that no book will be issued for any type of Account which shall be subject to the law requirements, the directive the Central Bank of the UAE, and the Bank approval.
- 1.5 The Bank shall be entitled to debit the Customer's Account any cheques, bills of exchange, promissory notes and orders for payment drawn, accepted or made by the authorised signatory(ies) and to carry out any instructions given by him/them or by attorney(s) duly authorised by him/them in connection with the Account(s) 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 increase of overdraft. The Customer is personally and separately fully liable in addition to being jointly liable (if any) for any overdraft or obligations arising in or in connection with the Account.
- 1.6 An Account may be opened in joint names; the joint account holders shall nominate one of them to become their sole representative in all dealings and correspondence with the Bank. In the absence of any such instructions the Account shall be operated jointly

by all the Account holders and the Bank may send the correspondences relating to the Account to the address mentioned in the account opening application form.

- 1.7 The Bank shall be entitled to place to the credit of any Account in the account holders joint names all amounts, including dividends, interest and capital funds arising from securities or proceeds of cheques or bills, received or collected by the Bank for the credit of the Customers.
- 1.8 In the event of the death, incapacity, dissolution, insolvency or bankruptcy (or another analogue proceeding) of the Customer (or in the case of Joint Account any person identified as Account Holder/ 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 or as determined by the Bank. In such circumstances, the Bank shall suspend all dealings on the Account until a duly appointed successor or court appointed officer has, in the opinion of the Bank, been suitably empowered to deal with the Account according to the applicable laws.
- 1.9 The Bank shall be entitled without reference to the Customer to debit the Account in respect of all expenses, taxes, duties, and any charges contained in any relevant tariff or agreement including without limitation, legal charges, all charges for dishonored cheques, stopped cheques and interest in debit balance (whether authorised or not).

The Bank further reserves the right to levy service charge if the balance on the Account falls below the required minimum during a calendar month or does not meet other required criteria determined by the Bank from time to time. The Bank shall have the right to vary the charges/fees on the Account or any transaction or Banking Service at any time at the Bank's sole discretion without prior notice to the Customer. The Bank is hereby authorised to debit the Customer's Account(s) with all interest commission and/or other banking charges and expenses (including legal charges) incurred in connection with the Account(s) without reference to the Customer.

- 1.10 All payment orders, exchange operations and sale or purchase of securities undertaken by the Bank on behalf of the Customer shall be at the risk and expenses of the Customer. Neither the Bank nor any of its agents shall be liable for any error, omissions, mutilation, interruption or delay occurring in their transmission.

- 1.11 The Customer accepts all costs, expenses, and risk whatsoever in connection with any Account denominated in a foreign currency including without limitation, any legal or regulatory restriction international or domestic affecting the Bank and 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 Bank's branch. The Bank reserves the right to charge the Customer commission on cash deposits and withdrawals to/ from foreign currency Accounts if such deposits and withdrawals are not in the same currency as the Account. Conversion from one currency to another shall be at the Bank's rate of exchange as determined by the Bank from time to time.
- 1.12 All money's securities, bonds, collateral, shares, shipping document, banknote, gold or other valuables and property of whatever nature which are held in the name of the Customer by the Bank whether in any type of Account whatever or otherwise 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 credit facility agreement or loan granted or will be 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 authorises 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 authorisation 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 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 debit any of the Customer's Accounts opened with the amount of any bills, guarantees, cheques and drawings, given, presented or purchased and signed by the Customer.
- 1.13 Any delay or omission by the Bank in exercising or enforcing (whether wholly or in part) any right or remedy arising in respect of the Account shall not be construed as a waiver of such right or remedy.



- 1.14 Unless otherwise agreed the Bank sends a statement of Account to the Customer the frequency of which will depend on the Account type and can be varied at the Bank's sole discretion.
- 1.15 The statement must be carefully checked and reviewed the Customer on receipt, any error or discrepancy notified in writing to the Bank within fifteen days (15 days) of the statement date as it appears in the Bank records. If no such notice is given by the Customer, the statement is deemed to be correct and the Customer may not thereafter raise any objections to the statement. If the Customer does not receive a statement of Account 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/them.
- 1.16 The Bank will be dispatching the statement of Account to the Customer's address stated in the Account application or email address at the agreed frequency. The bank 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 the account statement to the customer by regular mail. However the Bank shall suppress, in the system, the generation of statements and discontinue their dispatch if the statement dispatched to the Customer's address, as appearing in the Bank's records, are returned undelivered consecutively on two or more occasions, till such time the Bank is provided with an alternative address for mailing the statements and those statements not mailed to the Customer, may be collected from the Bank premises after serving sufficient notice for retrieval from the system.
- The Customer hereby absolves the Bank from any consequences, losses, damages, claims or other rightful acts, which the Customer may otherwise have against the Bank arising either directly or indirectly, of the Bank not dispatching the statements of Accounts. Furthermore the Customer understands that the Bank will not be responsible in any way for the Customer's inability to verify the correctness or the propriety of the entries in the statements, owing to the Bank withholding the statements, and agrees to indemnify and hold the Bank indemnified against any loss, damage or claims which may arise by virtue of above.
- 1.17 The Customer must immediately inform the Bank in writing of any change in the details given on Customer Information/Account opening form/application and any subsequent changes thereto.

1.18 The Customer may be given an option to access 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 becomes available on the Bank's website, the Bank will deliver a notice of availability (the Notice) to the Customer's email address in the Bank's record. Hence the Customer shall be deemed to be bound by these terms and conditions, as amended by the Bank from time to time:

- 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 twenty four hours (24 hours) 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) The Customer agrees to notify the Bank with regard to any discrepancies, omissions, inaccuracy or wrong entry in the statements of Account within fifteen days (15 days) from either:
  - > the date of delivering the statement of Account by the Bank pursuant to clause (16) above; or
  - > If the Customer is unable to access the statement of Account and notifies the Bank pursuant to clause (18 (b)) above upon the Customer receiving and getting access to the Account statement.
- d) In addition to the above, the Customer acknowledges the risk that is associated with the data received/delivered through the internet/e-mail including any confidential information that might have been accessed or seen by third parties. The Account Customer release and discharge the Bank, its employees, officers and representatives with regard to damages suffered by the Customer directly or indirectly due to such unauthorised access by or disclosure of confidential information to third parties.
- e) The Customer understands and agrees that the storage of information including without limitation, the user name, password, the Account information, transaction activity, the Account balance and/or 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 unauthorised access by or disclosure of information to third parties.

- 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.
- 1.19 The Bank shall not be held liable for any exchange loss incurred by the Customer in converting or transferring the balance from one currency account to another currency account of the Customer or any third parties.
- 1.20 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 or related to the Account or Banking Services to the competent authorities in United Arab Emirates.
- 1.21 The amounts or funds deposited in the Customer's Account or held in the Customer's name cannot be assigned or charged by the Customer to any third party by way of security without the Bank's prior written approval.
- 1.22 The Bank reserves the right to and the Customer hereby authorises 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 system error, technical error or malfunction, clearing system error, human error, or any other reason without any liability on the Bank and the Customer hereby waives any right to file any claim or lawsuit against the Bank as a result of exercising its right under this clause.
- 1.23 The Customer agrees that the Bank has ownership rights and interest with respect to the Account number and Customer Identification number and has the right and privilege to modify or change the Account number or Customer identification number at any time without notice.
- 1.24 Individuals opening Accounts for any company, firm, organisation or partnership before the effective and formal establishment of such company, partnership, or firm accept full personal responsibility for these Accounts notwithstanding being designated with a corporate or other name and irrevocably undertake to indemnify the Bank jointly from all consequences of the use of such designation or Accounts until effective establishment of the company, firm or partnership.

- 1.25 Subject to any minimum balance or salary transfer requirement, 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 but with a different account number. Unless agreed otherwise, these Terms and Conditions shall apply to any Accounts opened with the Bank and linked to the Customer Identification Number (basic Account number) without any need for executing fresh account opening documentation for such Accounts newly opened.
- 1.26 The Bank may provide the Customer with a telephone number to enable him to inquire about the status of his Account with the Bank including without limitation the Account balance, the transactions in the Account and any other information relating to the Account. The Customer agrees that the Bank may respond to such inquires and furnish the requested information to any Person claiming to be the Customer, provided that the Bank has followed its normal customer verification procedures.
- 1.27 If the Customer has appointed two or more persons (other than himself/itself) to operate an Account jointly and one of such joint authorised signatories die or lose his legal capacity to contract, the Bank shall not allow the other signatory to conduct any activity on the Account without fresh instruction from the Customer. The Customer is required to notify the Bank of the death or loss of capacity of either or any of its appointed joint authorised signatories in writing, within a period not exceeding fifteen days (15 days) from the death or loss of legal capacity.
- 1.28 The Bank shall have the right at any time and at its absolute discretion and without giving written notice to the Customer to close the Account without giving any reason and to request immediate settlement of any outstanding balances due to the Bank if any. The Customer hereby agrees that the Bank's action in closing the Account shall be effective and binding upon him.
- The Customer hereby irrevocably waives in advance any right, whether legal or otherwise, that he may have against the Bank in any proceedings whatsoever to complain about the Bank's action and/or decision to close the Account.
- 1.29 Without prejudice to what 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 relating to the Account closed,

the Customer understand that the Bank will report such Account and related details to the Central Bank of United Arab Emirates and any relevant authorities.

- 1.30 The Customer may close the Account by giving prior written notice at any time to the Bank after payment of all monies due to the Bank at the time of closing the Account. The Bank may close, freeze or suspend dealings on the Account after deduction of all monies due to the Bank, and cease accepting funds to be credited in the Account, without prior notice to the Customer and without giving any reason and without breach of duty to the Customer either at the Bank's own instance or at instance of any court or administrative order.
- 1.31 The Customer agrees to the Bank, its officers and agents disclosing information relating to his/her Accounts and/or dealing relationship(s) with the Bank, including but not limited to details of any credit facilities, any security taken, transaction undertaken, balances and positions with the Bank, to:
  - a) Professional advisors and service providers of the 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, novatee or transferee (or any agent or adviser of any of the foregoing).
  - c) Any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection to any permitted party.
  - d) Any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the permitted parties.
- 1.32 The Customer authorises 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.
- 1.33 "The Bank reserves the right at its sole discretion without reference to the Customer to reject, suspend or cancel Customer's Instructions whether its a Financial Transaction or a non-financial transaction, regardless the form or mode of communication of such Customer's Instructions, in the event of any Customer Instruction being incomplete, inconsistent, incorrect, not submitted or communicated in the form requested

by the bank or is in the breach of any internal policy, applicable law or regulation.”

## **2. Segments and Packages:**

- 2.1 The Bank Customers will fall into segments based on their salary being transferred to the Bank or the relationship level deposit balance with the Bank.
- 2.2 Each segment will have its own set of packages with its own salary or balance requirement and an independent schedule of service charges and tariffs which will be available at the Bank branches or website and shall be subject to change without notice.
- 2.3 Distinct pricing policy shall be applicable to the Customers depending on the Customer’s package that has been allocated to the Customer (identified through the Customer Identification Number ‘CIF’), or the package that the Customer requested or chose to be categorised under.
- 2.4 Any failure to meet the stipulated package criteria in terms of balance requirements, salary transfer or any other criteria determined by the Bank, will entitle the Bank to levy on the Customer’s Account automatically the relevant package service charges as determined by the Bank from time to time.
- 2.5 If the Customer didn’t meet the stipulated package criteria and other requirements, the Bank may - at its sole discretion - move the Customer to the relevant and suitable package according to the Customer’s salary, relationship level deposit balance and/or any other criteria determined by the Bank.
- 2.6 Subject to the Bank’s discretion, the Customer may be given the choice of moving within the packages based on the Customer salary, relationship balance, or any other criteria.
- 2.7 The Bank reserves the right to change, amend, and vary the packages criteria stated herein and the charges and fees levied on the package/account without notice to the customer.

## **B. CURRENT ACCOUNTS AND SPECIAL CURRENT ACCOUNTS SPECIAL TERMS:**

1. 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 and/or Special Current Account if he is resident in the United Arab Emirates and has the full legal capacity.
2. Subject to the Bank’s discretion, the Bank may issue a cheque book to the Customer to enable him to

operate his Current Account or Special Current Account. The Customer may request the Bank to issue him a customised cheque book. 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 cheque book reaching him. In such a case the Customer shall pay the Bank the cost of issuing the customised cheque book. The Bank reserves the right to refuse to comply with any drawing instruction from Current Account or Special Current Account unless if such withdrawals instruction are made by cheque.

3. The Customer agrees and undertakes to keep the cheque book in a safe custody and place to avoid any misuse or fraudulent actions on the cheque book by others. 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 theft cheque(s), the Customer agrees and acknowledge that the Bank shall not be liable for any losses or damage arising thereof.
4. The Bank shall not accept any responsibility in the event of a post-dated cheque(s) being inadvertently or otherwise honoured before their due dates.
5. The total amount of cheques drawn on current account or special current account but not yet presented for payment must not at any time, exceed the credit balances on the account and available for withdrawal. The Bank is not obliged to honor cheques drawn against unrealised or un-cleared payments into the Account. The Bank will levy a charge for any cheque that is returned unpaid for lack of funds. If within a specific period the number of cheques returned due to insufficient funds equals/exceeds the limit from time to time set by the Central Bank of United Arab Emirates, the Bank will close the Account, collect from the Customer any un-issued or unused cheques and report the name of the Customer and returned cheque details to the Central Bank of the United Arab Emirates risk bureau or any competent authority without any notice to the Customer or any liability on the Bank.
6. A Current Account or Special Current Account may not become overdrawn except by previous arrangement with the Bank. However, if the Bank and at its sole discretion allows any overdraft whether or not previously arranged for overdraft, or the increase of any overdraft on the Current Account or Special Current

Account for any reason without such arrangement, or in the event that a cheque(s) causing the Customer's Current or Special Current Account to be overdrawn in excess of the permissible limits or funds or if such cheque(s) 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 interest will be calculated in accordance with the Bank's custom and practice and will be debited from the overdraft account each month or at such other intervals as the Bank at its sole discretion may decide. The overdraft amount and due interest shall be payable by the Customer to the Bank immediately upon demand.

7. Without prejudice to what is stated in clause (6) above and unless agreed in writing, the Customer understands that the Bank is not obliged to permit an overdraft in the Customer's Current Account, Special Current Account and/or any other Account or to continue to permit such overdraft to the Customer's Account after having done so previously.
8. The Customer agrees and acknowledges that instructions for stop payment of any cheque(s) are accepted only if pursuant to the applicable laws. The Bank accepts no responsibility for any 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.
9. Acting only as the Customer's collection agent, the Bank may agree to accept, but without assuming any responsibility for their realisation, 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 agent.
10. The Bank or its agents shall not be held liable for the loss, mutilation or dishonor of cheque(s) or other instrument or for the failure to credit, late presentation granting time, any delay in crediting the Account or non payment and return of cheques or other instruments.
11. 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.



12. The Bank shall not be liable or responsible for failure to give notice of nonpayment or dishonor of any cheque or any claims, losses or expenses which may arise as a 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.

**C. SAVINGS ACCOUNTS AND TIERED SAVINGS ACCOUNTS SPECIAL TERMS:**

1. Savings Accounts/Tiered Savings Accounts will be opened for major Customers only, however, if the Customer is a minor, the Savings/Tiered Savings Account shall be opened by his legal guardian who will execute all the account opening documentation and carry out all the transactions in the Savings/Tiered Savings Accounts. The Bank recognises no owner of the Savings/Tiered Savings Account other than the person in whose name the Account has been opened.
2. The cash withdrawal slips available at the Bank branches shall be used in making all withdrawals from the Savings/Tiered Savings Accounts.

**D. CURRENCY PASSPORT SAVINGS ACCOUNT SPECIAL TERMS:**

1. Subject to the Bank's sole discretion, the Customer may open a Currency Passport Savings Account (CPSA) which can be opened in any major international currencies such as without limitation US Dollar, Euro, Sterling Pounds, etc.
2. Subject to any minimum balance requirement for CPSA Customers, the interest rate applicable for CPSA shall be available at the Bank branches and website and shall be subject to change without notice. The interest payable on the CPSA will be computed and credited to the Customer Account in line with the product features as applicable and as determined by the Bank from time to time. Subject to the Bank's sole discretion interest rates, tiers, crediting cycle and any other features of the Account are subject to change at any time without notice to the Customer.
3. All payment orders, exchange operations and sale and purchase of currencies or securities undertaken by the Bank on behalf of CPSA Account holder shall be at his risk and expenses. Neither the Bank nor any of

its agents shall be liable for any losses resulting from fluctuation of foreign currency exchange rate, error, mutilation or any delay occurring in their transmission.

4. The customer understands that no cheque book, Debit Card will be issued for this Account.

**E. VALUE ACCOUNT  
(ADDITIONAL SPECIAL TERMS):**

1. Subject to the Bank's sole discretion the Bank may open a Value Account to the Customer which is an interest bearing Account that could offer a package of financial or non-financial benefits.
2. The Value Account is demoninated in United Arab Emirates Dirham (AED) only and shall be opened and operated by residents of the United Arab Emirates only after they meet the Bank's criteria for opening such Accounts.
3. Subject to the Bank's sole discretion the Value Account will be offered to the Customers on two variants:
  - 3.1 Minimum balance variant: where the account holder is required to maintain a monthly balance as per the requirement of the package the customer falls under and as determined by the Bank from time to time.
  - 3.2 Monthly fee variant: where a monthly fee or charges - as determined by the Bank from time to time - will apply irrespective of the balance maintained in the Account or the package level.
4. Subject to the Bank's sole discretion, the existing Current Account Customers can convert their Accounts type to Value Account by filling up the appropriate application form. Once the Account is converted to a Value Account the Customer agrees to abide by these terms and conditions which shall apply on his Account.
5. Subject to the Bank's sole discretion, the Bank may issue a cheque book to the Customer to enable him to operate his Value Account. The Customer may request the Bank to issue him a customised cheque book. 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 cheque book reaching him. In such a case the Customer shall pay the Bank the cost of issuing the customised cheque book. The Bank reserves the right to refuse to comply with any drawing instruction from the Value Account unless if such withdrawals instruction are made by cheque.

6. The Bank reserves the absolute right to convert any Value Account to a standard Current Account without any notice to the Customer, if - in the Bank's opinion - the Account cease to meet the Value Accounts criteria; in such a case the Bank will withdraw all the benefits and privileges available for the Value Account.
7. The Bank reserves the absolute right at all time to withdraw, amend or cancel any benefits, privileges or fees related to the Value Account and to amend and vary these terms and conditions at any time without any notice or compensation.

#### **F. SMART S@VER ACCOUNT AND PLUS SAVER ACCOUNT SPECIAL TERMS:**

1. Subject to the Bank's sole discretion the Customer may open a Smart S@ver Account and/or a Plus Saver Account which are interest bearing Accounts offering interest rates on a tiered basis.
2. Subject to any minimum balance requirement for the Smart S@ver Account and/or a Plus Saver Account, the applicable interest rate for a Smart S@ver Account and/or a Plus Saver Account can be requested at the Bank's branches or viewed on the Bank's website ([www.emiratesnbd.com](http://www.emiratesnbd.com)). The interest rate, the eligible currency, crediting cycle, tiers, and any other features of the Smart S@ver Account and/or a Plus Saver Account are subject to change at any time at the Bank's sole discretion and without any advance notification to the Customer.
3. The Customer understands that no cheque book, Debit Card or account statement will be issued in respect of a Smart S@ver Account and a Plus Saver Account.

#### **G. FIXED DEPOSIT ACCOUNT SPECIAL TERMS:**

1. 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.
2. In absence of any instruction from the Fixed Deposit Customer (at least two working days prior to the maturity of the Fixed Deposit), the Fixed Deposit, together with interest accrued, will be renewed for similar period at the prevailing rate of interest on the date of such renewal.
3. The bank's obligation to repay the Fixed Deposit shall arise at maturity. The bank at its absolute discretion may consent to a premature withdrawal of the Fixed Deposit.

4. The premature withdrawal of the Fixed Deposit shall render the deposit to be subject to lower interest and premature withdrawal penalty which determined by the Bank from time to time.
5. The Customer acknowledges that the Bank may at its sole discretion vary the provisions applicable to early withdrawals of Fixed Deposit including but not limited to the interest rate and the basis of calculation of interest applicable from time to time.
6. The Bank reserves the right to amend the maturity of the Fixed Deposit or prematurely close the Fixed Deposit in events the Bank deems necessary according to laws, regulations or its internal policies.

#### **H. RECURRING DEPOSIT SPECIAL TERMS:**

1. Subject to the Bank's sole discretion, and minimum balance requirements, the Customer may open Recurring Deposit Account which shall be in Dirhams, United State Dollar (USD) and/or any other currency determined by the Bank.
2. The rate of interest payable on Recurring Deposit Accounts if any, will be available at the Bank branches or website and will be determined by the Bank from time to time or on the day the Account was opened. Subject to the Bank's sole discretion interest rates, tiers, crediting cycle and any other features of the Recurring Deposit Account are subject to change at any time without notice to the Customer.
3. The Recurring Deposit Account holder may chose to prematurely withdraw funds from his Account however; the interest rate payable in such case will be the Bank's prevailing Savings Account interest rate.
4. Partial deposits of installments to this Account are not permitted.

#### **I. CALL ACCOUNTS SPECIAL TERMS:**

1. 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.
2. 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 change at any time without notice to the Customer.

## **J. PLAN ACCOUNT SPECIAL TERMS:**

1. Subject to the Bank's sole discretion, and the minimum balance requirement, the Customer may open a Plan Account which may be denominated in United Arab Emirates Dirham or any other foreign currency acceptable to the Bank.
2. The interest payable on Plan 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 cycles and any other features of the Plan Account are subject to change at any time without notice to the Customer.
3. In the event that the Customer withdraws all or part of the Plan Account funds before the expiry of the period determined by the Bank, or if the withdrawal of the funds available in the Plan Account reduce the Plan Account balance below the minimum balance determined by the Bank from time to time, the Bank reserves the right to impose service charges on the amount withdrawn unless if the plan Account has been terminated by the Bank.
4. All payment orders, exchange operations and sale and purchase of currencies or securities undertaken by the Bank on behalf of the Customer for the Plan Account shall be at his risk and expenses. Neither the Bank nor any of its agents shall be liable for any losses resulting from fluctuation of foreign currency exchange rate, error, mutilation or any delay occurring in their transmission.

## **K. JOINT ACCOUNTS:**

1. In the event that the Account is opened in the name of more than one Customer/Person ("Joint Account") then such Account shall be subject to the following terms and conditions:
  - 1.1 Any balance now or hereafter deposited in the Joint Account shall remain jointly owned by the Customers in equal basis unless they agree otherwise.
  - 1.2 The Joint Customers hereby agree that the title of a Customer's Account will not give any person any right to the benefit of any particular current, saving, call, fixed or other Account and that the Account opening forms and documentations will determine whether the particular Account is a Single or Joint Account.
  - 1.3 Any and all funds belonging or purporting to belong to either or all of the Joint Account Holders (including the proceeds of any loans or discounts which may be made to the customers or anyone of them) which may come into the Bank's possession at any time, may, at

the Bank's discretion and in the absence of contrary instructions, be deposited in the Joint Account.

- 1.4 Each of the Joint Customer/Customers hereby authorises and empowers the other the right to endorse a deposit and to deposit in the Joint Account any and all cheques, notes or other instruments payable or purporting to belong to the Joint Account Holders or anyone of them. Should any instrument(s) be received by the Bank without being endorsed, the Bank is hereby authorised to endorse it/them on the Customer's behalf and credit the same to the Account.
- 1.5 The available credit balance in the Joint Account at any time, shall be subject to withdrawal, transfer or other disposal in whole or in part by the Joint Account Holders or anyone of them or his/their legal attorney or representative as agreed without any responsibility or liability whatsoever on the Bank's part for the use or disposition of the funds so withdrawn or otherwise disbursed or transferred.
- 1.6 If the Bank receives conflicting instructions from the Joint Account Holders or their legal attorneys or representatives, the Bank shall have the right - at its sole discretion- to require a fresh mandates from all the Joint customers before giving effect to any instruction or refrain from executing the conflicting instruction without any liability on the Bank.
2. In the event of the death, incapacity, insolvency or bankruptcy of the 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 balance in the Joint Account at the time of such death, incapacity, insolvency or bankruptcy shall belong to, and may be disposed by the Bank as the property of all Joint Customers.
3. 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 (a) by reason of the invalidity, voidability, and unenforceability as regards to any other such Person or security 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.

## **L. BANKING SERVICES GENERAL TERMS:**

In addition to any other terms and conditions, if any, stated in the relevant Banking Service form/application, the Customer agrees that the terms and conditions set forth herewith shall govern any or all Banking Service transaction:

### **1. Standing Instructions Service Special Terms:**

- 1.1 The Customer shall always ensure that there is a sufficient fund in the Account to enable the Bank to meet any standing instruction on the Account on the due date.
- 1.2 The Bank reserves the right to determine the priority of any standing instruction against cheques presented or any other existing arrangements made with the Bank.
- 1.3 In the event that any standing instruction was not executed or is inactive for two consecutive months or is rejected for insufficient funds in the Account the Bank may terminate/stop the standing instruction without any advice to the Customer.
- 1.4 The Bank may terminate/stop any standing instruction as to future payments at any time after being advised by the beneficiary/beneficiaries of that standing instruction that no further payment is required.
- 1.5 A nominal charge will be levied for the initial setting up or amendment or cancellation of a standing instruction. This charge does not include the incidental postage, stamp duty and/or telex/correspondent charges which may also be applicable as per the Bank's standard tariff of charges in force from time to time. The Bank may also at its discretion levy a charge on each standing instruction payment not effected for lack of funds.
- 1.6 If the Account has insufficient funds the Bank is not obliged to advise the Customer, nevertheless the Bank may - at its sole discretion - exercise its discretion to remit payment under the standing instruction even if such payment will overdraw the Customer's Account, in such case the Customer shall immediately pay the funds remitted to cover the Account overdraft.
- 1.7 Any amendments or cancellations of the standing instructions will not be effective unless received by the Bank at least before seven working days before the next activation or due date of the standing instruction, provided that the standing instruction are revocable and can be cancelled by the Customer only.
- 1.8 The Bank, its branches, correspondents, or agents shall not be responsible for any loss, delay, error, or omission arising out of any mode of communication used for effecting transfers under standing instructions.

- 1.9 Amounts paid by the Bank in respect of variable payments reflect the amount recorded by the Bank's computer system (the Bank's books) as having been entered by the Customer, subject to the maximum limit in force at the time.

## **2. Telegraphic Transfers/Demand Drafts Special Terms:**

- 2.1 The Customer agrees that in the absence of any specific instructions to the contrary the telegraphic transfer will be effected in the currency of the country in which payment is to be made.
- 2.2 All charges incurred outside the United Arab Emirates are for the account of the beneficiary.
- 2.3 The Bank reserves the right to draw the telegraphic transfer on a different place from than that specified by the remitter if operational circumstances so require.
- 2.4 Telegraphic transfers are dispatched entirely at the remitter's own risk.
- 2.5 The Customer agrees that the Bank, its branches, correspondents, or agents shall not be responsible for any loss, delay, error, omission or mutilation arising in the transmission of cables telegrams or communications by electronic systems.
- 2.6 Telegraphic transfers are to be effected with SPOT value (two business days after the deal/transaction date of the currency of remittance). Applications for same day value will be handled at the discretion of the Bank's management as this is subject to the time the application is received, as well as the cut-off time which applies to the currency of remittance and in the country to which funds are remitted.
- 2.7 The Bank or its correspondents are not responsible for any delay, mistake or omission caused by the telegraphic or postal authorities and that in the event the draft is lost or stolen the Bank is not liable.

## **3. Banking Instructions by Telex/Facsimile Special Terms:**

- 3.1 Unless instructed by the Customer in writing to the contrary (notwithstanding the provisions of Banking instructions by phone), the Bank is authorised, but not obliged, to act on the Customer's banking instructions (including any instructions required by or, given by the Customer, in relation to these terms and conditions unless these terms and conditions otherwise expressly state to the contrary) transmitted through a telex or facsimile machine.



3.2 The Customer shall release the Bank from any indemnity and hold the Bank harmless from and against all actions, suits proceedings, costs, claims, demands, charges, expenses, losses and liabilities however arising in consequences of, or in any way related to:

- a) The Bank having acted in good faith in accordance with the Customer's written facsimiles or telex telephone instruction(s), notwithstanding that such instruction(s) as above may have been initiated or transmitted in error or fraudulently altered, misunderstood or distorted in the lines of communication or transmission;
- b) The Bank having refrained from acting in accordance with the Customer's written, facsimile or telex, telephone instruction(s) by reason of failure of actual transmission thereof to the Bank or receipt by the Bank for whatever reason, whether connected with fault failure or unreadiness of the sending or receiving device or,
- c) The Customer's failure to forward all original copies of facsimile instruction(s) to the Bank within such period as the Bank may specify.

3.3 The Customer should agree to clearly mark the original of the fax (the "Hard Copy") with the words "For information only - in confirmation of my/our fax of (date) " - and send the same in the usual post on the same day as the transmission of the fax, and should these words not clearly appear on the Hard Copy, the Customer will indemnify and not seek recourse against the Bank, it's directors, officers, or employees for any losses attributable to the duplication of the Customer's instructions due to the Bank, it's directors, officers, or employees action upon both the fax and the Hard Copy.

## **M. ELECTRONIC BANKING SERVICES SPECIAL TERMS - INTERNET BANKING SERVICES (BANKNET):**

In addition to the terms and conditions, if any, provided in the Bank relevant website or any other application or document, the following terms and conditions shall be applicable:

### **1. Special Terms:**

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:

- 1.1 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.
- 1.2 The Bank reserves the right to decline any application for Internet Banking Service without assigning any reason.
- 1.3 The Customer agrees to accept and comply with the Instructions of Internet Banking Service.
- 1.4 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.
- 1.5 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.
- 1.6 The Bank may recover any amounts due to it under these 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.
- 1.7 The Customer acknowledges and agrees that the Internet e-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.
- 1.8 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.
- 1.9 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.
- 1.10 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.

- 1.11 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 and conditions applied on Internet Banking Service if any.
- 1.12 If the Internet Banking Service 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.

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

- 2.1 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 entitled or obliged to perform.
- 2.2 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.
- 2.3 The Bank shall not bear any responsibility for failure or nonperformance of Internet Banking Service beyond the control of the Bank or its Agents.
- 2.4 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.
- 2.5 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.
- 2.6 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.

- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 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.

### **3. The Customer agrees that Financial Transaction(s) will be executed subject to the availability of cleared funds in the relative Account(s)**

- 3.1 The Transfers (Financial Transaction) between the Customer's own UAE Dirham 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.
- 3.2 Transfers will not be available to or from Fixed Deposit Account(s) or from Loan Account(s).

- 3.3 The Customer acknowledges the applications for bank drafts, bank cheques, funds transfer by cable, telex 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.

#### **4. Software**

- 4.1 The Bank grants the Customer the non-exclusive right to use any release of Internet Banking Service Software on the basis that the Customer:
- a) 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.
  - b) Shall use Internet Banking Service Software only in connection with the use of Internet Banking Service.
  - c) 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.
  - d) 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.
  - e) 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.
  - f) 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.
  - g) 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.

#### **5. 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 subjected 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.

## **6. Security Measures**

- 6.1 The Customer and the User confirm that they will not disclose their Password or User Identification to others and will safeguard these strictly in a private and confidential manner.
- 6.2 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.
- 6.3 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.
- 6.4 The Bank shall not be liable if the misuse of Internet Banking Service results from the Customer's noncompliance with security procedures or these Terms and Conditions or any specific security procedures advised to the Customer by the Bank from time to time.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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.

## **7. Operation of Internet Banking Service**

- 7.1 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. 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.

If the Account is opened in a minor's name, only the legal guardian has 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.

- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 The Customer hereby, irrevocably and unconditionally without any right of objection, accepts all transactions arising from the use of Internet Banking Service.
- 7.7 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.
- 7.8 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.

- 7.9 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 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.
- 7.10 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.
- 7.11 In the case of foreign currency transactions through Internet Banking Service, the overall maximum transferable amount is currently limited to the equivalent of USD 10,000 per Business Day (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.
- 7.12 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.
- 7.13 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 (7.12) above which will be recorded in the Customer relevant Account from which the transaction has been conducted and reflected in the statement.

## **8. Termination of Internet Banking Service**

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.

## **N. ELECTRONIC BANKING SERVICES SPECIAL TERMS - PHONE BANKING SERVICES:**

In addition to the terms and conditions, if any, provided in the Bank relevant website or any other application or document, the following terms and conditions shall be applicable:

### **1. Special Terms:**

Phone Banking is a telephone based Electronic Banking Service that allows the Customers who have debit cards and Personal Identification Numbers (PIN) to perform Financial and Non-financial Transactions on the Customers' Account with The Bank through telephones.

In addition any terms and conditions, if any, posted in the Bank relevant website or any other application or document, the following terms and conditions are applicable to the Phone Banking Service provided to the Customer despite any change in the name of the service.

- 1.1. Subject to the Bank's sole discretion, and as a conditional precedent the Phone Banking Service may be offered to the Customer subject to the following requirements:
  - (a) As a conditional precedent to subscribe to the Phone Banking Service, the Customer shall maintain an active Account with the Bank in United Arab Emirates.
  - (b) The Customer agrees that the Bank reserves the right to limit Phone Banking Service to certain types of Accounts and Customers.
  - (c) The Customer agrees and acknowledges that his subscription to Phone Banking Service and conducting transaction through this service is at his own risk and responsibility.
  - (d) To successfully access the Phone Banking Service, the Customer agrees that he will be automatically registered to the Phone Banking Service once he obtains a debit card and PIN number related to the said card.

### **2. Availability of Phone Banking Service**

- 2.1 In absence of any technical error or failures from telecommunication companies, service providers and the Bank system, the Phone Banking Service will usually be available 24 hours a day, seven (7) days a week.
- 2.2 The Customer agrees that the Phone Banking Service may be unavailable from time to time for routine maintenance of the Bank system or any other reason.

- 2.3 The processing of some transactions may not be available twenty four (24) hours a day.
- 2.4 The Customer can use the Phone Banking Service by calling the phone number provided to him by the bank which is currently 600 54 0000 or any other number specified by the Bank.

### **3. The Scope and Conditions of the Phone Banking Service**

- 3.1 The Phone Banking Service covers all that Accounts, that the Customer holds at the time of auto subscription to Phone Banking Service or registers for in the future and relates to (i) Individual Accounts in the Customer's sole name; (ii) Joint Accounts - but only if these may be operated by a single signing authority; (iii) Credit Card Accounts.
- 3.2 Subject to the Bank sole discretion the Customer may link Deposit Accounts and Business Accounts to Phone Banking Service if the Bank written consent has been obtained.
- 3.3 The Bank shall be entitled to act upon instructions giving by the Customer to the Bank, without any further reference to the Customer and without requiring written authentication/confirmation from the Customer.
- 3.4 The Customer agrees that the bill payments made through Phone Banking Service should be effected at least five (5) Banking Days in advance of the Payment Date, to allow sufficient time for processing and/or receipt of the Payment by the Beneficiary.
- 3.5 When making a bill payment through Phone Banking Service the Customer agrees that he shall be solely responsible for the following:
  - a) Providing the Bank with the correct customer/consumer reference number with the Beneficiary or the utility company to which he is paying the bills and any subsequent changes if any.
  - b) Settling any claim or dispute which the Beneficiary or a third party may have or initiate in connection herewith.
  - c) The Bank is under no obligation to notify the Customer if a transaction cannot be processed due to insufficient funds in the Account.
- 3.6 The Bank reserves the right to determine the maximum transferable funds/payments through Phone Banking Service.
- 3.7 The Customer agrees that any instructions conveyed by him through the Interactive Voice Response system

(IVR) or through the Phone Banking Service shall be deemed valid and the Bank may act upon it, record it and use such records as an evidence in a court of law or any other legal proceedings.

#### **4. General Terms**

- 4.1 The Customer agrees, accepts and acknowledges the following:
- a) Termination of this Phone Banking Service occur only when the Customer ceased to own a Debit Card.
  - b) The Customer acknowledges that the first use of the Phone Banking Service by him constitutes his acceptance and agreement to be bound by these terms & conditions.
  - c) The Customer agrees that the Bank may recover any amount due to it under this Agreement by debiting the Customer's Account with the Bank whether these Accounts are associated or not with the Phone Banking Service.
  - d) The Customer agrees that the Bank reserves the right to charge a Banking Service Fee at such rates as may be applicable from time to time by debiting to the Customer's Account with the Bank. The Bank also reserves the right to revise the Phone Banking Service fee rate at any time without serving notice to the Customer.
  - e) The Customer agrees that that the Bank is not responsible for any errors, failures, and/or non-performance or improper operation of the telephone equipment.
- 4.2 The Bank reserves the right to vary, amend or add to our Phone Banking Service, including the introduction of new types of instructions and change the Bank's security procedures, by giving you adequate notice through any of these mediums like the Bank website, Internet Banking Service, post (which includes statement of account messages), through Phone Banking Service and any other medium appropriate to the Bank. Any such variations, amendments and additions will apply from the date stated in the notice.
- 4.3 The Bank reserves the right to decline an application, to discontinue the provision of the Phone Banking Service in its entirety or to discontinue a part of it without assigning any reason.
- 4.4 The Bank shall not be responsible for failure or non-performance of the Phone Banking Service for reasons beyond the control of the Bank or representatives.
- 4.5 The Bank shall not be liable for any claims from the Customer for compensation of interest, loss of

interest, value date or exchange loss for any currency transaction carried out through Phone Banking Service.

- 4.6 The Bank shall have the right to reject or cancel any transaction in the event of that transaction being incomplete, inconsistent, incorrect or in breach of any statutory or regulatory legislation.
- 4.7 The Bank may call the Customer to discuss matters relating to his Account or Phone Banking Service. If the Bank call the Customer place of work or home address we reserve the Bank reserve the right to leave a message to the Customer with the person answering the call.
- 4.8 The Customer acknowledges that Phone Banking Service is normally for single Accounts however, if the Account subscribed to Phone Banking Service is a joint Account and each of the joint customers have separate Identification Facilities or the Identification Facilities have been given to one of the joint Account Holders, the joint Account holders shall be liable severally and jointly liable for all Phone or Internet Instructions or transactions that made on the Account by any of the joint Customers.
- 4.9 Where the Phone Banking Service is made available linked to an account with the Bank in two or more names, it is acknowledged that, irrespective of whether the mode of operation of such account is joint or either or survivor, the Phone Banking Service may be used by one Customer acting alone without any responsibility on the Bank.
- 4.10 In the absence of due written notification to the Bank by the subscriber of unauthorised usage of the Identification Facilities and upon the request of the Customer to disable the same, the Bank shall consider any transactions requested by way of using the Identification Facilities as authorised by the Customer and shall process the same at the Customer's sole cost and risk.

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

- 5.1 The Customer agrees that the 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.
- 5.2 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 Phone Banking Service.

- 5.3 The Customer acknowledges that Phone 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.
- 5.4 The Customer acknowledges and agrees that any change or amendment to the Phone Banking Service name shall not affect the Customer obligations under these terms and conditions or any other particular terms applied on Phone Banking Service if any.

## **6. Exclusion of Liability**

The Bank shall not be liable for any loss or damage suffered by the Customer in the following cases:

- 6.1 Termination, suspension or disruption of the Phone Banking Service or a part of it without giving prior notice to a Customer.
- 6.2 Any misuse of the Phone Banking Service by the Customer where the misuse is a result of non-adherence to reasonable security procedures or terms and conditions of the Phone Banking Service or any specific security procedures advised to the Customer by the Bank from time to time.
- 6.3 Where the Customer fails to notify the Bank of any change in their e-mail address, mailing address or contact numbers.
- 6.4 Any errors or failures from any malfunction of the subscribers telephone equipment that is used by the Customer.
- 6.5 Any labor/industrial dispute or other matter outside the Bank's control or the control of the Bank's Agents and subcontractors.
- 6.6 Any erroneous Payment to any Beneficiary arising from the Customer's error.
- 6.7 Any delay beyond the Bank's control in making Payment to any Beneficiary.
- 6.8 Any failure by the Customer to adhere to any notice, communication from the Bank.
- 6.9 Any loss arising out of any erroneous Payments or any delay in the transmission of funds through Phone Banking Service to any Beneficiary which may result from the termination or disruption of Phone Banking Service.
- 6.10 Any losses or damages arises from the accuracy of any Financial or Non-Financial Transaction undertaken by the Customer.

- 6.11 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.
- 6.12 Any other loss that the Customer may suffer by using the Service.

**O. ELECTRONIC BANKING SERVICES SPECIAL TERMS - MOBILE BANKING SERVICES:**

In addition to the terms and conditions, if any, provided in the Bank relevant website or any other application or document, the following terms and conditions shall be applicable:

**1. Special Terms and Conditions:**

Unless the context otherwise require the following words in these terms and conditions and Mobile Banking/Mobile applications provided by the Bank under any name shall have the following meanings:

- 1.1 Subject to the Bank's sole discretion, the Customer shall not subscribe to Mobile Banking Service unless if he maintains an active Account/Card with the Bank.
- 1.2 The Customer agrees that Mobile Banking Services is provided to him on his own risk and responsibility and subject to the following terms and conditions:
  - a) The Bank shall have the right to appoint any telecommunication provider such as Emirates Telecommunications Company (Etisalat) or any other appropriate company or agency (the Agency/ Agent) to provide the said services.
  - b) The messages will be sent to the Customer only if he/she is within the cellular circles of the Agent or in circles forming part of roaming network of such Agent.
  - c) The Customer will be liable for payment of airtime or other charges which may be levied by the Agent, as per the terms and conditions of the Agent, in connection with receipt of SMS messages, and the Bank is in no way concerned with the same.
  - d) The Bank will provide the Mobile Banking Service to the registered users in respect of only those Accounts for which he is registered.
  - e) The Bank will provide the Mobile Banking Service to first named Customer irrespective of number of parties to the Account or the mode of operation.
  - f) The Bank is not responsible for any loss or damage arising directly/indirectly from any malfunction or failure of the Mobile Banking Service.

- g) The Customer acknowledges that the proper functioning of the Mobile Banking Service depends on the infrastructure, connectivity and services provided by the Agent and other service providers engaged by the Bank.
- h) The Customer agrees that Mobile Banking Service is provided to him at his own risk and he shall indemnify the Bank for any loss/damage resulting from the use of the Mobile Banking Service.
- i) The Bank will provide information to the Customer by way of SMS message upon his written request to the Bank.
- j) The Bank reserves the right to discontinue the Banking Service at its sole discretion without assigning any reason.
- k) The Bank reserves the right to discontinue the Mobile Banking Service in the event of any breach of the terms and conditions of the service by the Customer or other parties to the Account.
- l) The Customer agrees and allows the Bank to send him general, promotional, marketing or informational messages.
- m) The Bank will not be responsible for the failure of the Mobile Banking Service due to any reason or factors beyond its control.
- n) The Bank reserves the right to determine the maximum amount of transaction or Payments executed through Mobile Banking Service on daily basis which may be amended from time to time at the Bank sole discretion.
- o) The Customer may terminate his subscription to the Mobile Banking Service by sending a request to the Bank through Internet Banking Service (Banknet) or by sending pre-defined SMS to the Bank; the Bank will not be responsible for any delay.
- p) 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. If the Account is opened in a minor's name, the legal guardian has the right to use this Mobile 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 Mobile Banking Service.

- 1.3 The Customer shall advise the Bank immediately in the event of any change in the information given on the application form, i.e. mobile number, account details, etc.
- 1.4 The Customer agrees to provide any additional information required by the Bank from time to time, for the purpose of making the Mobile Banking Services available to him.
- 1.5. The Customer agrees and accepts that each SMS message may contain the Account information relating to the Customer.
- 1.6. The Customer authorises the Bank to send the Account related information, though not specifically requested to the Agent or any other party if the Bank deems that the same is relevant to the Banking Service provided.
- 1.7 The Customer acknowledges that the SMS messages sent to him may contain confidential information and should such confidential information be sent to another individual through no fault of the Bank, the Bank is in no way to be held liable.
- 1.8 The Customer accepts that all information will be transmitted to and/or stored at various locations and be accessed by personnel of the Bank, its affiliates and Agents.
- 1.9 The Customer authorises the Bank to provide any information or details relating to the Customer's Account to the Agent or any service providers as far as its necessary to give effect to Mobile Banking Service.
- 1.10 These terms and conditions apply on the Mobile Banking Service offered by the Bank to the Customer despite any change in the Mobile Banking Service name.

## **2. Charges and fees:**

- 2.1 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 Terms and Conditions at any time.
- 2.2 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.
- 2.3 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.



**P. ELECTRONIC BANKING SERVICES  
SPECIAL TERMS - DEBIT CARD:**

In addition to the terms and conditions, if any, provided in the Bank relevant website or any other application or document, the following terms and conditions shall be applicable:

**1. Special Terms and Conditions:**

In addition to any terms, if any, set forth in the completed applications and forms an/or any terms stated in the Bank website, the following terms and conditions are applicable to The Bank Debit Cards issued to the Customer and any transaction related to these Cards.

In consideration of the Bank making available to the Customer a Card, the Customer hereby accepts and agrees to be bound by the following terms and conditions:

- 1.1 Subject to the Bank's sole discretion, the Bank may issue a Card to the Customer who maintains Current Account or Savings Account with the Bank at a branch of the Bank in the United Arab Emirates. In the event of the Account being closed for any reason, the Card shall immediately be returned to the Bank by the Cardholder and its validity shall cease.
- 1.2 In case of closing the Account by the Bank for any reason, the Customer/Cardholder shall promptly return the card to Bank and it will become invalid.
- 1.3 The Cardholder agrees and acknowledges that the Card is issued for use on electronic terminals capable of accepting VISA/ELECTRON/NSWITCH/UAESWITCH and GCCNET SWITCH cards for Bank Account holders and who is authorised - whenever its possible - to purchase goods, services, benefits and/or reservations from retailers, within the UAE and overseas, through a point of sale machine accepting Debit Cards.
- 1.4 Subject to the Bank's sole discretion and prior written approval the Bank may allow the Customer to use the Card to purchase goods, services, benefits, and/or reservations via the internet, by telephone or mail order, or by any other means where the Card is not physically present at the time of the transaction. The Customer may be allowed to access ATMs displaying the Electron, Plus, Visa trade marks/logos, Central Bank of United Arab Emirates Switch trade marks/logos, GCCNET trade marks/logo and access to the Bank Interactive Voice Response (IVR).
- 1.5 The Card shall not be used to obtain credit of any description on the strength of the Card.
- 1.6 The Card shall remain the property of the Bank at all times. The Bank may, at its sole discretion, cancel the validity of the Card and request its return at any time,

in which case the Cardholder shall immediately comply with such request.

- 1.7 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.
- 1.8 The Cardholder undertakes not to disclose his/her PIN to any other person. In the event of the PIN becoming known to someone other than the Cardholder, that person may be treated by the Bank as an acting agent of the Cardholder and the Cardholder shall indemnify the Bank against all loss or damage which may occur as a result of the PIN becoming known.
- 1.9 The Cardholder shall take every possible care to prevent the Card from being lost, misplaced or stolen and the Cardholder undertakes not to pass the Card to any other person.
- 1.10 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 phone number +971 600 54 0000 or any other number specified by the Bank from time to time. Until the loss, theft or disclosure of PIN to third party (as the case may be) is reported to the Bank, the Customer will be responsible for the transactions processed by use of the Card. The Bank shall not be liable for any damages or loss resulting from such loss, theft or disclosure of PIN.
- 1.11 Where oral notice of loss, theft or disclosure of either the Card or the PIN referred to in clause (10) above is given to the Bank, it must be confirmed in writing by the Cardholder to the branch at which his Account was opened within 48 hours of the receipt of oral notice notified to the Bank.
- 1.12 The Bank shall debit the Cardholder's Account(s) with the amount of any withdrawal/transfer payment of telephone, water, electricity bills/payment for goods, services, benefits and reservations at merchant outlets and all such payments as effected by the use of the Card along with the related Bank charges and expenses related to processing such transactions.
- 1.13 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 any unauthorised use of the Card or related PIN. The Bank record of transactions processed by the card electronically or otherwise shall be conclusive and binding for all-purpose, in particular for the purpose of legal evidence.

- 1.14 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 card transaction is debited to the Card Account. A Cash withdrawal fee will be levied on all transactions processed through non Emirates Bank International and National Bank of Dubai ATMs both within United Arab Emirates and overseas.
- 1.15 The Cardholder accepts all debits made to the account arising from the issuance and use of the Card without limitation (except after notice of loss has been received and acknowledged by the Bank).
- 1.16 The Cardholder shall ensure sufficient drawing power in the Account to which the Card relates before making any withdrawals. If for any reason such Account is overdrawn by the use of the Card or towards Bank charges, the Cardholder shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other account(s) maintained with the Bank. Failure to comply with this condition shall entitle the Bank to cancel the Card and/or make a transfer on the Cardholder's behalf (if more than one account is maintained at the Bank). The Bank shall have the right to debit or set off any other accounts of the Cardholder with the Bank in order to cover the overdraft Account of the Cardholder without prior notice.
- 1.17 The Card shall be used within the default daily cash and purchase limits prescribed by the Bank at its sole discretion for each Card Product. However, the Cardholder will have the right to request change of such limits after Card is issued (subject always to the Bank policy and rules governing the same).
- 1.18 The Bank reserves the right to limit the total cash sum and purchase sum used by the Cardholder during any 24 hour period and to advise the cardholder of such limits from time to time.
- 1.19 The Bank may, at its absolute discretion, change the daily cash and purchase limits without giving any reasons or prior notice to the Cardholder. Such change(s) shall apply immediately.
- 1.20 The Bank may send the Card to the Customer or the Cardholder by normal post or courier to the last known mailing or other address of the Cardholder maintained on the Bank's records and at the Customer's/Cardholder's responsibility.
- 1.21 Upon receipt of the Card, the Cardholder shall sign the signature panel on the back of the Card immediately and such signature and/or Card activation and/or

use of the Card will constitute binding and conclusive evidence of the Cardholder's confirmation to be bound by those terms and conditions, notwithstanding that the Bank is not notified of the Card holder's receipt of the Card.

- 1.22 If the Card is not collected/received by the Cardholder within four (4) weeks from the date of issue of the Card, the Card shall be cancelled. If a replacement is issued afterwards, a Card replacement fee shall be levied as per the Bank's effective Schedule of Service Charges.
- 1.23 Cardholders shall be jointly and severally liable to the Bank under these terms and conditions if the Account is opened or established in two or more names.
- 1.24 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.
- 1.25 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/benefits/reservations which it considers illegal and unlawful.
- 1.26 The Bank reserves the right at all times and without notice to the Cardholder to refuse to authorise any purchase or cash advance, cancel or suspend the right to use any Card or PIN in respect of all or specific functions or transactions and refuse to renew or replace any Card.
- 1.27 Each individual Account holder is allowed to have one active Card linked to a single account. The bank, at its sole discretion, may block multiple Cards issued to an individual(s) for a single Account at any time and without prior notice.
- 1.28 The Cardholder agrees that in case of a Card or supplementary Card linked to joint Account, fast cash transactions performed on the Bank ATMs, all transactions done on other ATMs, and purchases carried out with the Card will be recorded only on the Primary Account of the Card and the Account from which the main Card was issued.
- 1.29 In connection with any special promotions, discounts and or offers made by the Bank or any specific merchants from time to time:
  - a) The Bank does not hold out any warranty or make any representation of the delivery, quality,

design, specifications or otherwise set out in respect for such offers.

- b) Such offers/promotions/discounts may be subject to availability of what declared by the merchant and will be allocated on a first come first serve basis.
  - c) The Bank shall not be held responsible where any of the said merchant(s) withdraw(s), cancel(s), alter(s) or amend(s) such promotional offers.
- 1.30 Cardholder participation in any Debit Card promotions/usage campaigns will be subject to the promotion/campaign terms and conditions, which will be notified by the Bank to Cardholders or published by the Bank as and when applicable.
- 1.31 The Cardholder irrevocably authorises and permits the Bank to disclose and furnish such information that as it deems fit concerning the Cardholder or his/her Account not limited to the Bank's associates companies, agents, and/or or any other third party.
- 1.32 Any deposit made through the ATM will be subject to verification by the Bank which shall be binding and conclusive for all purposes.
- 1.33 Subject to the Bank's sole discretion, a Card can be issued to a minor but in the name of his/her legal guardian and operational access can be given, only upon authorisation given by the guardian. The guardian will assume full responsibility for all the activities performed by the minor.

#### **Q. SEVERANCE:**

The Customer agrees that the invalidity or enforceability of any part of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the other provisions herein.

#### **R. WAIVER AND ASSIGNMENT:**

The failure of the Bank to insist in one or more instances upon the strict performance of any of the provisions of these Terms and Conditions or take advantage of any of any of its rights hereunder shall not be construed as a waiver of any of such provisions or the relinquishment of any such rights, which shall continue in full force and effect.

The Customer agrees that the Bank shall have the right to assign and transfer any of its rights and obligations under these Terms and Conditions to any third party without obtaining the Customer consent. The Customer has no right to assign any of his rights and obligations under these Terms and Conditions unless if he has obtained the Bank's prior written consent.

## **S. CHANGE IN FEES, CHARGES AND INTEREST RATES:**

1. The interest rates and fees applicable to the accounts and banking services shall be as per the Schedule of Fees shown in the Bank branches or on the Bank website.
2. The Bank may - at any time - impose any kind of new fees or charges on the Customer's Account or any Services provided by the Bank to the Customer or change the rate or the amount of interest payable to the customer or any fees or charges payable by the Customer hereunder by changing the Bank's schedule of fees and charges. Such change shall be applied from the effective date specified by the Bank. The new fees and charges will be available at the Bank branches or on the Bank website and upon the Customer's written request addressed to the Bank.
3. All charges, commissions and fees are exclusive of Value Added Tax or any other similar sales tax (VAT). The Customer hereby agrees to pay an amount in respect of any applicable VAT.
4. The interest payable on the account shall be calculated as determined by the Bank from time to time. The interest rate, the balance requirements, crediting cycle, and the other features are subject to change from time to time as per the sole discretion of the Bank and without notice to the Customer.

## **T. VARIATION OF THE TERMS AND CONDITIONS:**

The Bank may, from time to time, and at its sole discretion, and without notice to the Customer change or amend any of these Terms and Conditions. Such changes shall apply on the effective date specified by the Bank in the notification sent to the Customer - if any - and shall apply to Accounts, Banking Services, loans, credit facilities, credit cards, Debit Cards, interest, unpaid interest, fees and charges, and any other products and services.

## **U. INDEMNITY:**

The Customer undertakes and agrees to indemnify the Bank harmless against any loss, damages, liability, costs and expenses, whether legal or otherwise, which the Bank may incur by reason of any Banking Service or transaction or otherwise under these Terms and Conditions.

## **V. RIGHT OF SET OFF:**

1. In addition to any general right of set-off or other rights conferred by the law to the Bank, the Customer

agrees that the Bank may at its sole discretion at any time and without notice, combine, or consolidate all or any of the Accounts of the Customer with the Bank in Dirhams (AED) or any other currency and set-off or transfer any funds available to settle any of the Customer's obligations to the Bank.

2. The Bank shall have the right and is hereby authorised to debit any Account maintained by the Customer with any of companies and associates subsidiary to the Bank which hold any credit balance in favor of the Customer to settle any existing or outstanding obligations on the Customer to the Bank.

## **W. ADDRESS:**

The address stated by the Customer in the Account opening form (the "Permanent Address") and/or the relevant Banking Service application shall be the selected place of domicile on which the Customer shall receive all notices, summons, demands and claims in respect of the Customer or any dispute in relation thereto and serving of the same to the Customer on this address shall be deemed to have been duly made, in the event where the Customer fails to notify the Bank with any changes thereof.

## **X. GOVERNING LAW AND JURISDICTION:**

These Terms and Conditions shall be construed in accordance with the laws of United Arab Emirates and the rules, regulations and directives of the Central Bank of United Arab Emirates. The law governing the Accounts or any Banking Service or transaction is the law of the Emirate in which the Account maintained, in the event of a dispute arising in relation to any Account, Banking Service or transaction the courts of such Emirates shall have jurisdiction, provided that the Bank may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside the United Arab Emirates.

## **Y. LANGUAGE AND INTERPRETATION:**

The Terms and Conditions are made in bilingual (Arabic/English) text however, if there is any contradiction between the Arabic and English text, the Arabic text shall prevail.