Terms and Conditions – Digital Banking Services
(Internet / Mobile Banking Services)

In these terms and conditions (the "Terms and Conditions"): "Account" means any account of the Subscriber opened with the Bank including any card net account, debit account or credit card account; "Bank" means Emirates NBD Bank PJSC; "Devices" include personal computers, laptops, computer tablets, mobile phones, smart phones, wearable devices (watches, fitness trackers), connected car system devices and any other similar devices that may be connected to the internet; "Digital Banking Service" includes all internet and mobile banking services provided by the Bank whereby the Subscriber can view and operate any Account, loans, cards, investments and insurance or any other banking products through computer terminals and Devices; and "Subscriber" means the customer of the Bank, whether an individual or corporate entity, to whom the Services are provided.

The Subscriber hereby acknowledges, understands and accepts the following Terms and Conditions:

1. Eligibility:

1-1 It is a condition precedent for the use of the Digital Banking Service that the Subscriber maintains an Account with the Bank. In the event where the Account relationship is terminated for any reason or in the event of any breach of these Terms and Conditions, the Bank shall be entitled to cancel the Digital Banking Service without any prior notice.

1-2 The Bank reserves the right to refuse an application for the Digital Banking Service and may in its sole discretion withdraw, cancel or modify the Digital Banking Service and/or these Terms and Conditions.

1-3 Before accessing any new facilities related to the Digital Banking Service, the Subscriber is required to confirm his acceptance electronically of the associated terms and conditions. The Subscriber understands that such acceptance via electronic media will be sufficient and will be binding on the Subscriber for all intents and purposes.

1-4 Notwithstanding the above, the Subscriber undertakes to execute any additional documents that may be required by the Bank prior to provision of any modified/additional facilities under the Digital Banking Service to the Subscriber. Where a Subscriber fails to sign such additional documents.

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comply with the above requirements, the Subscriber shall not be eligible for such enhanced or modified Digital Banking Service and the Bank will be entitled to withdraw the Digital Banking Service provided at its discretion.

1.5 Product applications in online and mobile banking will be subject to eligibility and risk policy.

1.6 Subscriber’s are encouraged to download the latest available version of the apps on the App Stores to benefit from the adequate security protection. Similarly, Subscriber’s to use only compatible browser versions with the internet services and have an antivirus software installed and active on their device at all times.

1.7 The Subscriber recognizes and accepts that his primary mobile number will be used to transmit authentication code (one time password). The Subscriber is responsible for keeping the mobile device protected at all times and update the number in Bank records in case of any change to the primary number.

2 Mode of Operation:

2.1 Where the Digital Banking Service is made available in respect of an Account held in two or more names with the Bank, it is acknowledged that, irrespective of whether the mode of operation of such Account is individual or joint with single operation, the Digital Banking Service will be provided to one Subscriber acting alone. If the relevant Account can only be operated by two or more account holders acting jointly, the Digital Banking Service will not be provided.

2.2 In respect of Accounts held in the name of a minor, only the legal guardian of that minor upon verification shall be eligible to avail the Digital Banking Service on behalf of the minor account holder.

2.3 The Subscriber shall ensure that he maintains a sufficient balance in each Account to which the Digital Banking Service relates before making any transfers or payments. If for any reason an Account is overdrawn by the use of the Digital Banking Service, the Subscriber shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other Account maintained with the Bank. Failure to comply with this condition shall entitle the Bank to cancel the Digital Banking Service and to recover any outstanding amounts and charges from the Subscriber in a manner deemed appropriate by the Bank.

5.1 To ensure timely delivery of the Digital Banking Service, the Subscriber shall be contacted by the Bank.

6.1 In the event of non-compliance with the above requirements, the Bank shall be entitled to withdraw the Digital Banking Service provided.

7.1 Where the Digital Banking Service is made available on behalf of the minor, only the legal guardian of that minor upon verification shall be eligible to avail the Digital Banking Service.

2.2-1: طريقة التشغيل

1-1: 1-1: في حالة دفعات أو دفعات في حالتها أو استمارة لخدمات المصرفية الرقمية قبل إجراء أي تحويلات أخرى، يصبح المصرف مكلفاً بدفع المبلغ المحدد عن طريق استخدام الخدمة المصرفية الرقمية.

2: يتعين على المصرف مكلفاً بدفع المبلغ المحدد عن طريق استخدام الخدمة المصرفية الرقمية.

3-2: يتعين على المصرف مكلفاً بدفع المبلغ المحدد عن طريق استخدام الخدمة المصرفية الرقمية.
3- Liability:

3.1 The Digital Banking Service is provided entirely at the risk of the Subscriber who shall indemnify the Bank for all loss or damage, howsoever caused, resulting from the use of the Digital Banking Service.

3.2 The Bank will not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of the Digital Banking Service.

3.3 The Subscriber acknowledges that the Bank is not liable to the Subscriber for failure to provide any or all of the facilities available under the Digital Banking Service where such failure is attributable, either wholly or partly, to reasons beyond the Bank’s control, including any technical malfunction or breakdown.

3.4 The Subscriber hereby, irrevocably and unconditionally without limitation, accepts all authorised debits arising from the use of the Digital Banking Service and waives any right of objection in relation thereto.

3.5 The Bank’s record of any transaction processed by the use of the Digital Banking Service shall be conclusive evidence of such transaction and binding on the Subscriber for all purposes.

3.6 The Subscriber acknowledges that any printouts, statements, files or other document formats in which any information or transactions pertaining to the Account or any other banking product have been downloaded or copied shall not be used in any dealings with third parties in whatsoever manner and the Subscriber agrees to indemnify the Bank against all loss or damage which may occur as a result of any violation of this Clause 3.6.

3.7 The Bank shall not be responsible for any erroneous payments to utility companies or credit card institutions arising out of any inaccurate information provided by the Subscriber as part of processing the relevant transaction. The Subscriber further confirms and agrees to waive any right which the Subscriber may otherwise have for holding the Bank responsible for any mistake or omission caused by the use of the Digital Banking Service and any delay by the Bank due to reasons beyond its control in onward transmission of the funds to any utility company or credit card institution which may result in disruption of the relevant utility service or the processing of the relevant credit card transaction.

3.8 The Subscriber also understands that in the event of part payment of any utility bill, the relevant utility company may use its power to discontinue the utility service(s) in which event the Bank and any delay by the Bank due to reasons beyond its control in onward transmission of the funds to any utility company or credit card institution which may result in disruption of the relevant utility service or the processing of the relevant credit card transaction.

3.9 The Bank will not be responsible for any loss or damage howsoever caused, howsoever arising, whether directly or indirectly from the use of the Digital Banking Service.

3.10 The Subscriber acknowledges that any printouts, statements, files or other document formats in which any information or transactions pertaining to the Account or any other banking product have been downloaded or copied shall not be used in any dealings with third parties in whatsoever manner and the Subscriber agrees to indemnify the Bank against all loss or damage, howsoever caused, howsoever arising, whether directly or indirectly from the use of the Digital Banking Service.
the relevant utility company will not be responsible therefore in any way.

4. Charges and Fees
4.1. The Bank shall debit the Subscriber’s Account with fees and charges for any instructions made through the Digital Banking Service as applicable. Such charges shall be as per the Bank’s current schedule of charges for the Digital Banking Services, a copy of which is available online and has been provided through all branches or call center to the Subscriber. The Bank reserves the right to update such schedule of charges at any time.

5. Confidentiality
5.1. The Subscriber undertakes not to disclose any password, authentication code and/or user identification code relating to its Accounts and/or its use of the Digital Banking Service to any other person. In the event of any such information becoming known to someone other than the Subscriber, that person may be treated by the Bank as an agent of the Subscriber and the Subscriber undertakes to indemnify the Bank against all loss or damage which may occur as a result of that agent’s use of the relevant information.

5.2. The Subscriber acknowledges that the Digital Banking Service is the property of the Bank which has the copyright interest in all software and documentation relating to the Digital Banking Service and any subsequent amendments, including user guidelines in any form.

5.3. The Subscriber agrees to treat the access rights, documentation or any other information related to the Digital Banking Service as strictly private and confidential at all times and shall not copy or reproduce any of the foregoing in any form whether in whole or in part or allow access to any other party without the Bank’s prior consent in writing.

5.4. The Subscriber undertakes not to share any Devices which are used to access the Digital Banking Service with any third party and to use passwords to protect against the unauthorised use of such Devices where possible. . The Subscriber undertakes to indemnify the Bank against all loss or damage which may occur as a result of allowing any third party to access a Device which is able to connect to the Digital Banking Service.

6. Account Services
6.1. The Subscriber agrees that the Bank has the right to withdraw any or all of the facilities under the Digital Banking Service, without assigning any reason, after serving a notice to the Subscriber by ordinary post or via e-mail.

6.2. In the case of any money transfer and payments, the overall maximum transferable amount is restricted to the limits specified for the Subscriber’s segment.

6.3 In the case of foreign currency transactions, the overall maximum transferable amount is limited to the dirham equivalent of AED 500,000 calculated at the Bank’s spot rate of exchange on the relevant transfer date, or such other limit as may be agreed between the Subscriber and the Bank.

6.4. The Subscriber acknowledges that no printed advice or confirmation will be issued by the Bank for any transaction conducted through the Digital Banking Service, except that all transactions will be recorded in the Subscriber’s statements for each Account.

6.5. The Subscriber understands that the date and the time stamped on transaction print-outs or confirmation advice slips reflects the date and the time of the Bank’s main systems and that any transaction submitted for processing before the Bank’s daily cut-off time will be completed on the same business day and any transaction submitted for processing after the Bank’s daily cut-off time or on a public bank holiday will be completed on the next business day.

7. Governing Law and Jurisdiction.

7.1. These Terms and Conditions shall be governed and interpreted in accordance with the laws of the United Arab Emirates as applied in the Emirate in which is situated the branch at which the Subscriber’s Account is held. In the event of a dispute arising in relation to the use of the Digital Banking Service, the courts of Dubai shall have exclusive jurisdiction, provided that the Bank may, if it deems appropriate, bring proceedings in any other jurisdiction inside or outside the UAE.

7.2 Additional information about schedule of charges and all services available can be accessed online on www.emiratesnb.com

7.3 These Terms & Conditions do not exclude the need to accept special T&C related to any other banking products. The Bank reserves the right to request the customer to accept particular Terms & Condition related to certain product or transactions as applicable.
8. Security Tips for Subscriber

Subscriber to protect information at all times be it over the internet or during normal banking activities by simply following these tips.

8.1 Protect your Password and Personal Information:

- Do not use passwords that are easy to guess, e.g. your name, your date of birth, your telephone number(s), etc.
- Use a combination of upper and lower case letters as well as numbers.
- Do not use shared passwords with anyone and do not use the same password for other websites.
- Change the password frequently and never write it down.
- Always log into the Digital Banking Service via our website at the following address: www.emiratesnbd.com and not through other links.
- Avoid logging into the Digital Banking Service from unknown devices, devices which have unknown applications installed or from locations like internet cafes, libraries or other public sites.
- Always close the window once you have logged out of your Digital Banking Service session. Also, always close and kill the application when you log out from any mobile devices.

Important: No one at the Bank will ever ask you for your online banking or mobile banking password. If someone does ask you for it, they do not represent the Bank and you should not under any circumstance provide this information.

8.2 Protect Subscriber's Digital Banking Service session:

- Never share your Device.
- Use a password on your Device to prevent unauthorised access to your information.
- Be wary of opening email messages from untrustworthy sources, especially if they contain attachments.
- Do not reply to emails that request your personal information. They may appear to come from a trusted friend or business, but they are designed to trick you into disclosing sensitive personal information.
- Use personal firewalls and anti-virus software.
- Avoid downloading software such as screen savers, desktop themes, games and other executable type programs from websites.
that are obscure or unidentifiable. These programs may contain Trojan viruses that would enable hackers to monitor or take over your Device.

- Disable all unnecessary services running on your computer.

- Always verify that the site is the genuine Emirates NBD site.

- Do not leave your Digital Banking Service session unattended at any time.

- Before you start your Digital Banking Service session, ensure that all other internet sessions are closed. If your Digital Banking Service session is open, we recommend that you do not open other internet browsers at the same time.

- Do not install any mobile applications from unknown sources.

- Please contact our Customer Service Helpdesk on +971 600 54 0000 in case you receive fraudulent emails or require any assistance using the Digital Banking Service.

9. Indemnity

9.1 The Account Holder/Subscriber agrees to fully indemnify the Bank against all costs and expenses (including legal fees) arising in any way in connection with his/her/their account, these Terms and Conditions and in recovering any amounts due to the Bank or incurred by the Bank in any legal proceedings of whatever nature.

10. Governing Law

10.1 The Account Holder is deemed to have read, understood and agreed to be bound by these Rules and Conditions and the associated services provided. The Bank reserves the right to alter, add to or cancel any or all of these Rules at any time by posting the relevant information on this web site and in the Bank's branches and other premises. Such changes are deemed to be binding on the Account Holder whether or not he has received specific notice of them.

10.2 The governing law of the Account, the Electronic Banking Services and any other services provided by the Bank shall be that of the UAE as applied in the Emirate in which the branch where the Account is situated. In the event of a dispute arising in relation to the Account the
courts of such Emirate shall have jurisdiction provided that the Bank may, if it deems appropriate, bring proceedings in any other jurisdiction, within or outside the UAE.

10.3 These terms and conditions shall be governed, construed and interpreted in accordance with the laws applicable in the UAE.

These Terms and Conditions form part of the Bank's General Terms and Condition for Account Services and the Subscriber confirms having read, understood and accepted these Terms and Conditions in acknowledgment of which he/she has signed this Application. The Bank may at any time vary the terms and conditions by posting revised terms and conditions on the Online / Mobile Banking Service. The Account Holder hereby waives any right of contestation in respect thereof and agrees to be bound by the same.