



## BRANCHES

**Dubai**  
P.O. Box 2567  
Khalid Bin Waleed Street

**Abu Dhabi**  
P.O. Box 2720  
Corner of Hamdan and Salam Streets

**Sharjah**  
P.O. Box 1971  
Buhaira Corniche

## Customer Service Centres

**Dubai**  
Al Maktoum Road  
Deira

Sheikh Zayed Road  
4th Interchange

➔ For more information, call **04 426 6000**  
or visit [www.rbsbank.ae](http://www.rbsbank.ae)

Make it happen™



# Terms and Conditions Account Services

Make it happen™



**Terms and conditions for opening Account(s) and related banking services.**

1.	Opening of account	2
1.1	Current account	2
1.2	Savings account	2
1.3	Lifestyle account	3
1.4	Joint account	3
1.5	Call account	3
1.6	Deposit account	4
1.7	Flexible Savings account	4
1.8	The Royal Wealth account	4
1.9	i-Earn account	5
2.	<b>Services delivered on Bank accounts</b>	<b>6</b>
2.1	ATM/Debit cards	6
2.2	Tele banking	7
2.3	SMS alert messages	7
2.4	Overdraft	7
2.5	Instant account opening	8
2.6	e-Statement	8
3.	<b>Terms and general conditions governing Bank accounts and related services</b>	<b>9</b>
3.1	Foreign currency and offshore deposits	9
3.2	Collections	9
3.3	Deposits	9
3.4	Withdrawals	10
3.5	Freezing of accounts	10
3.6	Death/incapacitation of account holder	10
3.7	Nationals of a particular country	10
3.8	Standing instructions/Execution of transactions	11
3.9	Offshoring	11
3.10	Closure of account(s)	11
3.11	Bounced cheques	11
3.12	Charges	12
3.13	Bank's right of refusal for any service	12
3.14	Assignment	12
3.15	Set-off clause	12
3.16	Customer information	12
3.17	Indemnity and limitation of liability	13
3.18	Notices, instructions, communication	13
3.19	Waiver	14
3.20	Severance	14
3.21	Bank's books and records	14
3.22	Governing law and jurisdiction	15
3.23	Acceptance of terms and conditions	15
4.	<b>Terms and Conditions governing e-Banking and SMS services</b>	<b>15</b>
4.1	Definitions	15
4.2	Use of service	16
4.3	Instructions and transactions	16
4.4	Charges and fees	17
4.5	Security	17
4.6	Limitation of liability	18
4.7	Subscriber information	18
4.8	Subscriber's equipment	18
4.9	Provision of service	18
4.10	Communication	18
4.11	Linking	18
4.12	Events beyond Bank's control (force majeure)	19
4.13	Updates	19
4.14	Termination	19
4.15	Event of default	19
4.16	Waiver	19
4.17	Severability	19
4.18	Governing law	19
4.19	SMS service	20

These terms and conditions shall govern the entire banking relationship between the 'customer' and all the branches of The Royal Bank of Scotland N.V. in the United Arab Emirates (hereinafter referred to as the 'Bank'). The term 'customer' refers to the person or persons who opened the account and where the account is a sole, joint, corporate or other business account shall refer to the joint, corporate or other business account holder or holders as the case may be.

The terms and conditions herein are in addition and supplementary to any and all other terms and conditions set forth in the application form(s) related to opening account(s) or any other banking services availed from the Bank by the customer:

## **1 Opening of account(s)**

All accounts are opened at the sole discretion of the Bank.

### **1.1 Current account:**

- 1.1.1 The Bank may open current account(s) for its customers provided (a) the customer is a resident in the United Arab Emirates (b) the customer is 18 years of age or above and (c) the customer is of full legal capacity.
- 1.1.2 Resident customers over the age of 21 years, who are eligible to open current accounts, shall be issued cheque books at their request and sole risk and responsibility, however, the Bank reserves the right to refuse issue of cheque books to a customer without assigning any reasons.
- 1.1.3 ATM/debit cards may be issued at the customer's request and at their sole risk and responsibility (only for non-corporate customers and additionally, for accounts opened in AED and USD currencies).
- 1.1.4 In case of loss of any cheque(s) or cheque book(s), the customer shall immediately notify the Bank of such loss. The Bank shall not be responsible for placing any stop payment on the Bank's records prior to receipt of an official police report confirming the loss of the specified cheque(s) or cheque book(s). Further, the Bank may require customers to provide a written indemnity before accepting instruction for stop payment of any cheques.
- 1.1.5 The Bank does not accept any liability in the event of a post-dated cheque being inadvertently or otherwise honoured before the due date.

### **1.2 Savings account:**

- 1.2.1 The Bank may open savings accounts(s) for customers having full legal capacity.
- 1.2.2 No cheque book shall be issued for savings account holders.
- 1.2.3 No overdraft will be allowed on savings accounts.
- 1.2.4 ATM/debit cards may be issued at the customer's request and at their sole risk and responsibility (only for non-corporate customers and additionally, for accounts opened in AED and USD currencies).
- 1.2.5 Subject to minimum balance requirements, interest at the Bank's prevailing rate for savings accounts will be computed monthly on the minimum balance in the customer's savings account and credited to the account at such intervals as may be specified by the Bank for this purpose. Interest shall be accrued on a 360-day year basis. The rate of interest may be changed and/or modified by the Bank at any time without prior notice.
- 1.2.6 The Bank reserves the right to charge fees for maintaining the account(s) if the balance in the account falls below a minimum stipulated amount as indicated to the customer, from time to time, by the Bank.

### **1.3 Lifestyle account:**

- 1.3.1 The account holder should be above 21 and below 65 years of age.
- 1.3.2 Cheque books and debit cards will be issued only on AED accounts.
- 1.3.3 Minimum balance charges will be calculated on a monthly basis.
- 1.3.4 Interest rates for accounts may be changed and/or modified by the Bank at any time without prior notice.
- 1.3.5 Issuance of credit cards is subject to Bank approval.
- 1.3.6 AAA membership is provided only if auto insurance is availed through the Bank.
- 1.3.7 Discounted movie tickets must be purchased through our phone banking service. This offer is valid effective 1st November 2007 and valid only at select cinemas.
- 1.3.8 Discounted Wild Wadi tickets must be purchased through our phone banking service only.
- 1.3.9 Free entry to Wild Wadi is as per applicable terms and conditions.
- 1.3.10 Dining benefits are as per applicable terms and conditions.
- 1.3.11 Monthly offer is as per applicable terms and conditions.
- 1.3.12 All fees and charges as per Schedule of Charges are subject to change from time to time without prior notice.
- 1.3.13 The offers are applicable only against your Lifestyle debit card.
- 1.3.14 The offers are given at the sole discretion of the Bank and may be withdrawn, amended or replaced without notice.

### **1.4 Joint account:**

- 1.4.1 The Bank may open joint account(s) with specific operating instructions to be given by the account holders.
- 1.4.2 Accounts may be operated and managed either singly or jointly as per mandate instruction. If the account is being operated singly, any conflicting instructions received by the Bank shall be disregarded and the Bank shall request all account holders to issue a new mandate.
- 1.4.3 The amounts in the account shall be shared on an equal basis amongst all the account holders unless the Bank receives alternate instructions from all the account holders.
- 1.4.4 For any debits in the customer's joint account(s), both account holders shall be jointly and severally liable to the Bank for the total of all sums due thereon.
- 1.4.5 In case of joint operation where one of the joint authorised signatories should die, no activity on the accounts will be undertaken until fresh instructions are received from the legal owner of the funds/heirs appointed by a competent court through a legalised and notarised succession certificate.

### **1.5 Call account:**

- 1.5.1 The Bank may open call account(s) for any of its customers.
- 1.5.2 No cheque book/ATM card shall be issued to call account holders.
- 1.5.3 Interest at a rate determined by the Bank in accordance with the prevailing market rates in respect of call accounts shall be payable on the daily balance in the customer's call account. Interest will be computed monthly and credited to the account at such intervals as may be specified by the Bank for this purpose, or prior to that upon the withdrawal of call deposit.
- 1.5.4 Withdrawals: To withdraw funds from the call account, the customer will give the Bank prior written notice or notify the Bank through electronic means acceptable to the Bank at its sole discretion, and under such conditions and restrictions as the Bank may determine from time to time at its sole discretion.
- 1.5.5 Early withdrawals: If the customer withdraws funds from the call account without giving the agreed notice period, the customer acknowledges that the Bank will withhold all interest payable on the withdrawn funds.

1.5.6 All call accounts are subject to the Bank's prevailing minimum balance limits. If the balance falls below the minimum at any time during a calendar month, the Bank shall have the right to close the account(s) and/or levy the prevailing service charge.

1.5.7 No overdraft will be allowed on call accounts.

### **1.6 Deposit account:**

1.6.1 On opening of time deposit account(s), the Bank shall issue a confirmation advice detailing the principal sum, the term and the interest rate which will be payable by the Bank.

1.6.2 The Bank may renew time deposit account(s) automatically at the maturity date for a similar tenure, unless the customer instructs otherwise no later than two days prior to the maturity of the deposit.

1.6.3 Breaking of time deposit account(s) is subject to the payment of the fees and charges incurred on such account(s).

1.6.4 The Bank shall pay interest on the time deposit account(s) as indicated in the confirmation advice on the maturity date.

1.6.5 The rate of interest for fresh deposits may be changed and/or modified by the Bank at any time without prior notice.

### **1.7 Flexible Savings:**

Flexible Savings account is a hybrid account where operative current account would be linked to Flexi Fixed deposit, capable of generating interest above certain thresholds as determined by the Bank.

1.7.1 The account holder should be above 21 and below 65 years of age.

1.7.2 The Flexi Fixed Deposit rates may vary and will be fixed at the start date of the deposit. All Flexi Fixed Deposits created after the account has been opened, would be on prevailing interest rate.

1.7.3 When the balance in operative current account is above the maximum threshold determined by the Bank, the excess over the threshold goes into a Flexi Fixed deposit automatically for a fixed tenor.

1.7.4 When the balance in the operative current account falls below the minimum threshold determined by the Bank, the Flexi Fixed deposit breaks automatically in order to fund the operative current account and satisfy the minimum threshold.

1.7.5 On premature termination of the Flexi Fixed deposit, the customer will receive only the applicable interest rate for the preceding month for which the Flexi Fixed deposit is applicable.

1.7.6 On maturity of Flexi Fixed Deposit, principal and interest amount will be automatically renewed at the prevailing interest rate for the fixed tenor, as determined by the Bank.

1.7.7 Minimum balance charges will be calculated on an average monthly basis.

1.7.8 The prevailing interest rates for the Flexi Fixed Deposit may be changed and/or modified by the Bank at any time without prior notice.

1.7.9 All fees and charges as per the Schedule of Charges, are subject to change from time to time without prior notice.

### **1.8 The Royal Wealth account:**

The Royal Wealth account is an interest earning account tailored specifically for Royal Preferred Banking clients only. The Royal Wealth account offers overdraft facilities coupled with the convenience of a savings account.

1.8.1. The Royal Wealth account is available in AED, EURO, GBP and USD currencies only.

1.8.2. The minimum amount that can be deposited in a Royal Wealth account is AED 100,000 (for AED account) or equivalent. At any point should your average balance drop below AED100,000 (for AED account) or equivalent you will not be charged a penalty. However, you will not receive any interest for that day.

1.8.3. No cheque book facility is offered on this account.

1.8.4. Overdraft facility will be provided on this account at the customers request, subject to Bank's approval.

1.8.5. Interest will be calculated on daily balance (full amount) and credited monthly.

1.8.6. The interest rates for accounts may be changed and/or modified by the Bank at any time without prior notice.

1.8.7. Clients are required to sign the Bank's Investment Management Agreement (IMA).

1.8.8. Debit card will only be issued on the AED account.

1.8.9. All charges applicable as per Royal Preferred Banking Schedule of Charges.

### **1.9 i-Earn account:**

1.9.1 This i-Earn Terms and Conditions shall be an integral part of the Operative account Terms and Conditions. If there is any conflict between Operative account Terms and Conditions and i-Earn Terms and Conditions, the latter will prevail to the extent related to i-Earn account.

1.9.2 No cheque book will be issued for this account.

1.9.3 i-Earn account earns a credit interest, which is calculated on daily basis and credited into the account on a monthly basis. Interest rate will be tiered/slab based depending on the amount maintained in the account.

1.9.4 The interest rate may be revised from time to time or withdrawn at the absolute discretion of the Bank.

1.9.5 The account holder shall have 24/7 online access to his/her account and such access virtually substitutes the physical provision or delivery of the statement of account. The accessibility to the account may be interrupted or failed by some technical reason, which is beyond the Bank's control. In such event, the Bank shall not be liable or responsible for any consequences that the account holder may suffer due to such interruption or failure.

1.9.6 Following the preceding clause, the account holder irrevocably and unconditionally agrees on the non-provision of the statement by the ordinary mail delivery and his/her access will sufficiently cover the provision of such statements as well as the frequency cycle of it.

1.9.7 i-Earn account runs on reward programs, which offers the account holder specific rewards in the form of discount or redemption vouchers subject to the qualifying criteria set out in the Annexure below.

1.9.8 The vouchers may not be exchanged for cash and should be redeemed at the respective business partner's outlet only.

1.9.9 The account holder shall not claim for a replacement if the voucher given under the reward program is lost/stolen/misplaced.

1.9.10 the qualifying criteria shall include, inter alia, (a) maintaining the balance in the i-Earn account (b) making point of sale transactions using i-Earn Debit card. and (c) making electronic bills payments using this account via e-Banking.

1.9.11 The above criteria may change from time to time at the absolute discretion of the Bank without a prior notice to the account holder.

1.9.12 If any raffle draw program is organized on i-Earn account, it will be subject to our internal selection process and the respective regulations.

1.9.13 The account holder agrees that the Bank has the right to close the account in the following events:

(a) it remains "zero" balance over 3 consecutive months. For this event, the account closure will be made without any prior written notice (b) it is used for any unlawful purpose or not in consistency with the one stated in the account holder's mandate file (c) regulatory or judicial instruction or order received to do so (d) any other closure events as stipulated in the respective laws and regulations.

1.9.14 The account holder will be charged additional fees if he/she opts to use the branch channel for his/her transactions or any other non-electronic channels.

## Annexure:

### Reward Program and Qualifying Criteria and Exclusions

- 1 The account holder will earn reward points as follows:
  - 0.0833 reward points every month for every AED of average balance maintained in the i-Earn account
  - 1 point per AED of point of sale transaction spend on the i-Earn debit card
  - 1 point per AED of bill payment done by the account holder using i-Earn account via e-Banking. This is subject to an upper cap of 5000 points per month. Any payment made towards RBS credit card bills will not qualify for reward points
- 2 Reward points have a cash equivalent value of 0.25% and the accrued points will expire in 36 months.
- 3 The reward points for the previous month will accrue to the account at the beginning of the next month.
- 4 If any of the above transactions are reversed, the Bank has the right to reverse the reward points accrued for the same accordingly.
- 5 The account holder can view his rewards summary online and redeem rewards using e-Banking.
- 6 The account holder can provide the number of points he/she wants to redeem in multiples of 20,000 subject to a minimum of 40,000 points and a voucher or a redemption certificate will be issued to him/her accordingly. He/she can use such voucher/redemption certificate while making a purchase at selected business partner outlets.
- 7 Important Notes:
  - (a) the voucher/redemption certificate will be issued by the Bank's Processing Department or an Outsource Agent and dispatched to the account holder to his/her address as per the Bank's latest records. If the dispatch service becomes impractical or commercially unfeasible, then the account holder will be given another alternative for the collection of the given voucher/certificate (b) the account holder needs to redeem the voucher before the **expiry date of the voucher** (c) the account holder needs to present his/her debit card and identification proof along with the voucher for the redemption.

## 2. Services delivered on Bank accounts:

### 2.1 ATM/Debit cards:

- 2.1.1 The ATM/debit card ("card") and related Personal Identification Number ("PIN") are issued to the customer entirely at his/her request and the Bank shall bear no liability whatsoever for any loss/damage arising from the issuance of the card and/or the related PIN.
- 2.1.2 The customer should not disclose the PIN to any other person and should exercise all possible care to ensure safety of the card and the related PIN to prevent misuse.
- 2.1.3 In case of loss, theft, misuse or disclosure of PIN and/or card the customer must immediately notify the same in writing at any branch of the Bank in the United Arab Emirates.
- 2.1.4 The Bank shall bear no liability whatsoever for any loss/damage arising from the time of such loss, theft or misuse of the card/PIN until the time is reported to the Bank and duly acknowledged.
- 2.1.5 The Bank may cancel the card or refuse to reissue, renew, or replace the card at any time without notice and at its own discretion.
- 2.1.6 The customer shall return the ATM card to the Bank immediately upon closure of the account.
- 2.1.7 All deposits and requests made through the ATM must be placed in a sealed envelope, which is dispensed by the ATM for this purpose.
- 2.1.8 For any transaction requests made while using the card, the customer shall accept all debits on the related account(s) and at all times be liable and responsible for such transactions and the Bank shall not be

responsible for any loss, damage, delay or inconvenience occurring there from.

- 2.1.9 All requests made through the ATM shall be processed on the next business day.

### 2.2 Telebanking:

- 2.2.1 The Telephone Identification Number ("TIN") is issued to the customer entirely at his/her request and the Bank shall bear no liability whatsoever for any loss/damage arising from the issuance of the TIN.
- 2.2.2 The customer should not disclose the TIN to any other person and should exercise all possible care to ensure safety of the TIN to prevent misuse.
- 2.2.3 In case of loss, theft, misuse or disclosure of TIN, the customer must immediately notify the same in writing at any branch of the Bank in the United Arab Emirates.
- 2.2.4 The Bank may cancel the service provided or discontinue it at any time without notice and at its own discretion.
- 2.2.5 For any transaction requests made using the TIN, the customer shall accept all debits on the related account(s) and at all times be liable and responsible for such transactions made, and the Bank shall not be responsible for any loss, damage, delay or inconvenience occurring there from.
- 2.2.6 All requests made through the TIN shall be processed on the next business day.
- 2.2.7 The customer accepts and agrees that the Bank may record any/or all telephone calls made by the customer using the telebanking service.

### 2.3 SMS alert messages:

- 2.3.1 This service is made available to the customer at his/her request. This service may be interrupted or discontinued at any time without prior notice and at the sole discretion of the Bank.
- 2.3.2 The Bank reserves the right to charge fees and or other charges for provision of this service to the customer and the customer accepts and authorises such debits to his/her account(s).
- 2.3.3 The Bank shall provide the service on the mobile number and/or email address stated on the application submitted by the customer. The Bank shall not be responsible or liable for any disclosure of information and/or losses or damages incurred to the customer due to any erroneous or incorrect information on the application form submitted by the customer to the Bank.
- 2.3.4 In the event the number or address has changed, the customer shall be solely liable to inform the Bank one month prior to effecting such change. The Bank shall not be responsible or liable for any disclosure of information or any losses or damages incurred due to the change of the mobile phone number or the e-mail address by the customer.
- 2.3.5 The customer shall at all times protect his/her mobile phone and/or e-mail address from theft or misuse and the customer indemnifies the Bank and holds it harmless for any disclosure of information and/or losses or damages incurred by the customer due to provision of such service.
- 2.3.6 The customer shall not misuse, in any manner whatsoever, this service and in the event of any damages, incurred by the Bank for improper or fraudulent misuse of information the customer shall be liable and shall indemnify the Bank and hold it harmless against any claims.

### 2.4 Overdraft:

- 2.4.1 If the customer's account(s) is overdrawn for any reason whatsoever, the Bank reserves the right to and at its sole discretion shall debit the account(s) with interest, fees and/or charges. Interest on overdrafts may be charged at rates in excess of 16% per annum, determined in accordance with the prevailing rates at such time. The customer shall be

responsible and liable to repay any amounts, which have been withdrawn immediately, including accrued interest if any, on the first demand of the Bank. Unless otherwise agreed in writing, the customer understands that the Bank is not obliged to permit an overdraft in the customer's accounts, or to continue to permit overdrafts after having done so previously.

## **2.5 Instant account opening:**

- 2.5.1 An instant non-personalised ATM debit card will be issued at the time of account opening.
- 2.5.2 Instant account opening service is not applicable for credit card and loan applications.
- 2.5.3 Bank will not be responsible if any merchant declines the transaction on your non-personalised ATM debit card.
- 2.5.4 You are responsible for all authorised transactions initiated and fees incurred by use of your non-personalised debit card. If you permit another person to have access to your non-personalised debit card or card number, we will treat this as if you have authorised such use and you will be liable for all transactions and fees incurred by those persons.
- 2.5.5 There is a fee applicable for instant cheque book reissuance and ATM debit card replacement as per the Schedule of Charges.
- 2.5.6 Cheque book request to be issued with only salary of AED 3000 and above. This amount may be revised or changed by the Bank from time to time.

## **2.6 e-Statement:**

1. The Terms and Conditions are supplemental and in addition to Terms and Conditions for opening account(s) and other related banking services and all such Terms and Conditions shall apply to the account holder.
2. The account holder confirms that the email address provided to the Bank is the email address in which the account holder receives and sends email communication. The account holder further confirms that the account holder has secure and complete access to this email address.
3. The account holder fully agrees to receive its various Statement of account in electronic format ("e-Statement") sent to its email address.
4. This e-Statement service is provided entirely at the account holder's sole risk and in case of any unauthorised disclosure of the released statement, the Bank, which includes its successors and assigns, shall not be liable for any direct, indirect, special, incidental or consequential loss or damage which may arise in respect of this disclosure and/or due to delivery and/or mail over quota and/or provision of this e-Statement service using the email address(es) stated above.
5. The account holder understands that it will be his/her responsibility to update the Bank in case of any change in his/her email address and any update / change in email address will only become effective once the Bank receives and updates its records.
6. If no dispute is received on the contents or transactions listed on the e-Statement by the Bank within 30 days from the date of receipt of e-Statement at the email address provided by the account holder, the Bank's records shall be considered final and conclusive evidence of the correctness of all entries in the bank account(s).
7. In the event of any discrepancy between the e-Statement and the Bank's records, the latter shall prevail.
8. The Bank has the right, at its sole discretion, to reject any application for e-Statement and / or to stop the e-Statement service at any time without any prior notice to the account holder.
9. The account holder understands that the e-Statement service is free of charge; however the Bank reserves the right at its sole discretion to charge for its service upon prior notification.
10. The Bank will not be liable for any delay, non-delivery of e-Statement

and/or if e-Statement is delivered incomplete due to the suppression, disruption, blocking, filtering of the account holder email or due to any other technical reasons beyond the Bank's control.

11. The Bank or its related entities may from time to time provide or obtain information about the account holder, its account and transactions to or from the Bank, its related entities, contractors, data carriers, outsource agents or to the third parties around the world for the purpose of transaction and payment processing and for the purposes directly related to the services which the Bank or its related entities may provide (including other financial products and services) to the account holder.
12. The Bank or its related entities shall also be entitled to disclose information as permitted or required by any applicable law, legal process, regulation or by an order, judgment or decree of a court or for the purpose of any legal process which concerns the Bank or its related entities. Disclosure may also be made to government and regulatory agencies and authorities and to credit rating agencies.
13. The permission to transfer and disclose information shall continue notwithstanding any termination of any agreement or discontinuing of any service to the account holder.

## **3. Terms and general conditions governing the Bank accounts and the related services**

### **3.1 Foreign currency and offshore deposits:**

- 3.1.1 The maintaining of non-Dirham accounts shall be at the customer's risk as regards (a) any restrictions imposed by any governmental or regulatory authority or (b) any taxes, levies or imposts applicable to the balances in question (including without, limitation, exchange control or currency restrictions).
- 3.1.2 Withdrawals from the customer's non-Dirham currency account may be made only by bank drafts or telegraphic transfers or through teller transactions in the currency of the foreign currency account (unless the Bank, at its sole discretion, otherwise directs) as per applicable charges.
- 3.1.3 All offshore deposits will be made at the customer's risk and the customer will bear all exchange, transfer, and other risks relating to the offshore deposits. The Bank's sole obligation in relation to the offshore deposits will be to transfer amounts from the customer's account, upon receipt of written instructions from the customer, to the designated account and to credit the customer's account with the principal and interest amounts received by the Bank on maturity of the offshore deposits. The customer understands and agrees that in the event of any restrictions being placed on the customer's offshore deposits, the customer will not have any rights or remedies against the Bank or any other office, branch or affiliate of the Bank located outside the country in which the offshore deposit was made.

### **3.2 Collections:**

As the customer's collecting agent, the Bank assumes no responsibility whatsoever and shall only permit withdrawal upon final receipt of proceeds by the Bank.

The Bank reserves the right to:

- 3.2.1 Route each item for collection in accordance with the Bank's normal practice.
- 3.2.2 refuse to accept for collection any item presented by the customer; and
- 3.2.3 debit the customer's account for the proceeds of any cheque or instrument credited to it which is not subsequently honoured.

### **3.3 Deposits:**

Cash deposits made in the ATM or in any of the Bank's drop boxes or at the Teller counter of any of the Bank's branches which cannot be

verified immediately, are accepted by the Bank on the condition that the subsequent court and verification by the Bank will be conclusive as to the sum deposited by or on behalf of the customer. The Bank count and verification are final and conclusive evidence of such deposit and the customer agrees to and accepts such records.

### **3.4 Withdrawals:**

Withdrawals are permitted only on presentation of orders acceptable to the Bank in its sole and absolute discretion as to form and signature or through acceptable and secure electronic means.

### **3.5 Freezing of accounts:**

The Bank has the right to freeze the customer's account(s) without prior notice upon any of the following occurrences:

- 3.5.1 breach of these terms and conditions, or
- 3.5.2 at any time the Bank receives an order from any enforcement authority to freeze the account(s), or
- 3.5.3 should no transaction occur in the account(s) for a period of 180 days or any other period as may be determined by the Bank, or
- 3.5.4 should any mail addressed to the customer's mailing address provided to the Bank be returned undelivered and telephone contact not be established by the Bank, or
- 3.5.5 Should charges accrue on an account due to non-availability of funds to recover the same.

The Bank shall not be responsible or liable for consequences arising from such freeze made on the account(s), the customer agrees and accepts such orders for freeze without any further recourse against the Bank or its directors, officers and staff.

### **3.6 Death/incapacitation of account holder:**

Where the account holder dies or loses his/her legal capacity and the Bank is informed of such death/loss of legal capacity:

- 3.6.1 If the account is held under a single name, the Bank shall place a freeze on the account until receipt of a duly legalised and notarised succession certificate/court order appointing the heirs/legal guardian and a duly legalised and notarised Power of Attorney appointing one representative with specific powers to operate, withdraw and/or close the account(s).
- 3.6.2 If the account is held under joint names, the surviving account holder(s) shall inform the Bank within 10 days of death or loss of legal capacity, and upon receipt of such notice the Bank shall not allow the surviving account holder(s) to withdraw funds and will place a freeze on the account until receipt of a duly legalised and notarised succession certificate/court order appointing the heirs/legal guardian and a duly legalised and notarised Power of Attorney appointing one representative with specific powers to operate, withdraw and/or close the account(s).
- 3.6.3 The Bank is not liable or responsible for any withdrawal or transaction made on the account(s) prior to receipt of notification by the Bank of the death or loss of legal capacity of the account holder despite such information being communicated and available on the public domain.

### **3.7 Nationals of a particular country:**

The customer agrees that if he/she is or becomes a national, resident, or taxpayer of any particular country (such as the United States of America, United Kingdom etc.), for which purpose a specific declaration will be obtained from the customer, the Bank has the right to disclose to governmental authorities of those countries, details of all balances and transactions in the customer's account(s) without the Bank incurring any obligation or liability in respect of such disclosure or accuracy thereof.

### **3.8 Standing instruction/execution of transaction:**

- 3.8.1 The Bank will process any standing instruction and execute any transaction from the customer if the customer has sufficient clear funds available in the relevant account. The Bank shall not be responsible for any delays, losses in transit, errors of transmission, or other errors of the Bank or any of its correspondents. The customer may cancel any standing instruction and execute any transaction if sufficient prior notice is provided to the Bank. However, the Bank reserves the right to act or execute, or not to act or execute on any of the customer's instructions, except those which relate to closure of any or all of its accounts with the Bank, delivered to the Bank. The Bank's rights shall cover all types of transactions including, but not limited to, any inward remittances or outward collection of cheques. Further, the customer agrees to provide all necessary information and explanations or supporting evidence whenever requested, relating to any transaction.
- 3.8.2 Written instructions for the payment or transfer of funds, or for the purchase or sale of any currency, once given by the customer may only be reversed, amended or revoked by the customer with the consent of the Bank.
- 3.8.3 If at any time the Bank shall credit any account authorised hereby in contemplation of the receipt of funds at a later date, the Bank may debit such account to the extent that such funds are not actually received for value at such later date.

### **3.9 Offshoring:**

The customer consents to his personal and related transactional information residing in any centralised database in any jurisdiction outside the United Arab Emirates and to the processing of his transaction in such outside jurisdictions. While due care and existing standards of confidentiality will continue to be exercised, the customer also agrees to indemnify the Bank for any liability it may incur as a result of it being forced to share confidential customer information by regulatory or law enforcement authorities in the jurisdiction where such a database resides.

### **3.10 Closure of account(s):**

The Bank has the right at any time and for whatever reason at its sole discretion to close any account(s) of the customer and require immediate settlement of the balance from the customer. The Bank shall not be responsible or liable for any losses or damages or consequential damages incurred to the customer for the closure of any account. The Bank shall notify the customer upon closure of the account(s) and the customer is liable to take the necessary precautions to prevent any loss or damage that may be subsequently incurred.

### **3.11 Bounced cheques:**

The customer agrees to the Bank closing the account, in compliance with United Arab Emirates Central Bank regulations, after four cheques issued by the customer and presented by the payee to the Bank are returned unpaid due to insufficient funds. In such an event, the customer agrees to return to the Bank, unused cheque leaves or cheque books relating to the customer's account. The customer also agrees to having these closures reported to the United Arab Emirates Central Bank. The customer agrees to fund the relevant account appropriately in order to ensure that cheques issued by the customer are not dishonoured. The customer acknowledges that he may not be able to open another account for a period, as decided by the Central Bank, in any bank in the United Arab Emirates after the account is closed and reported to the Central Bank.

### 3.12 Charges:

All the customer's transactions with the Bank are commercial in nature. The Bank shall have the right, without reference to the customer, to debit the customer's account(s) with all fees, expenses, interest, commissions, taxation and other charges for all the transactions between the customer and the Bank. A copy of all Bank fees, charges and expenses is available upon request, which may be amended from time to time.

### 3.13 Bank's right of refusal for any service:

The Bank has the right to accept or refuse at any time and without providing any reasons, an application submitted by the customer to avail of any products or services offered by the Bank. Further, the customer agrees that the Bank may exercise its discretion and accordingly offer products and services to select customers considering their financial well being, risk tolerance, applicable governing laws and regulations. The customer agrees to hold the Bank harmless for not offering any of the products or services to any individual or group of individuals.

### 3.14 Assignment:

- 3.14.1 These terms and conditions and the respective rights and obligations shall be binding on the customer and shall not be assigned to any third party(ies) without the prior written approval of the Bank.
- 3.14.2 Amounts deposited by the customer or held in the customer's name can also not be assigned or charged by the customer to any third party(ies) by way of security without prior written approval from the Bank.
- 3.14.3 The Bank shall be entitled at any time, without the need for further consent from the customer, to assign the whole or any part of its rights or obligations under these terms and conditions, with or without notice to the customer.

### 3.15 Set-off clause:

- 3.15.1 The Bank may, without notice, combine and/or consolidate all of the customer's account(s) (or if the account is a joint account, any such indebtedness of any of the joint customers of the Bank, whether several or joint or otherwise with the Bank in any of its branches and exercise its right to set off the credit balances in such account(s) for the settlement of any debit balance in any other account(s) of the customer with the Bank.
- 3.15.2 All securities, bills, credit balances, deposits, bank notes, gold or other property of any nature, which may be held in the name of the Bank on behalf of its customers in any of its branches, or which are held in the name of the customer by the Bank in any of its branches, or which may come into the possession of the Bank, shall be so held as security for the payment of any amount due to the Bank together with all the interest and other charges arising under the account or otherwise. The Bank shall have the first right to set off/block such security against the customer's indebtedness.

### 3.16 Customer information

- 3.16.1 If the customer contacts the Bank electronically, the Bank may collect the customer's electronic identifier, (e.g. Internet Protocol (IP) address or telephone number) supplied by the customer's service provider.
- 3.16.2 The customer irrevocably authorises and permits the Bank to use and share Customer Information with other members of the Group for any reason, including (without limitation) to help the Bank and the Group: (i) assess financial and insurance risks; (ii) recover debt; (iii) prevent and detect crime; (iv) understand clients' requirements; or (v) develop and test products and services.
- 3.16.3 The Bank shall not disclose Customer Information to anyone outside the Group except:
  - (a) with the customer's permission;

- (b) where the Bank or a member of the Group is required or permitted to do so by law or by applicable regulations;
- (c) to governmental or regulatory authorities within or outside the United Arab Emirates, including (without limitation) the Central Bank of the United Arab Emirates, the Dubai Financial Services Authority, courts, public prosecutors, police departments or to any other authority requiring disclosure of such information;
- (d) on a confidential basis to third parties who provide a service to the Bank, to a member of the Group or to the customer, including (without limitation) auditors, lawyers, other professional advisers, data carriers or agents, and the Bank may also disclose Customer Information to third parties around the world for the purpose of transaction payment processing; or
- (e) to a transferee of the Bank's rights and obligations under this agreement.

- 3.16.4 The Bank may transfer Customer Information to other countries. If the Bank does make such a transfer, it will ensure that anyone to whom it passes Customer Information provides an adequate level of protection.
- 3.16.5 The Bank may undertake credit checks in respect of the customer at any time and for any reason without reference to the customer, whether or not such checks relate to or arise out of an application for any services provided by the Bank.
- 3.16.6 The permission to use and disclose Customer Information set forth in this clause 3.16 shall continue notwithstanding termination of any agreement or cessation of any service with or to the customer.
- 3.16.7 For the purposes of this clause 3.16:
  - (a) "Customer Information" means any information concerning the customer, or the customer's account, that is held by the Bank or by a member of the Group from time to time, and includes financial and non-financial information about the customer; and
  - (b) "Group" means RBS Holding N.V. and The Royal Bank of Scotland Group plc together with their respective direct and indirect subsidiaries from time to time, and shall include their respective successors and assigns.

### 3.17 Indemnity and limitation of liability:

- 3.17.1 The customer undertakes and agrees to indemnify the Bank and holds it harmless against any loss, damage, liability, costs and expenses, whether legal or otherwise, which the Bank may incur in any manner whatsoever in relation to the customer's account(s).
- 3.17.2 All cost and expenses incurred by the Bank shall be debited to the customer's account(s) without giving prior notice and without any right of objection.
- 3.17.3 The Bank shall not be liable for indirect, incidental or consequential loss or damages (including loss of profit), even if it advises of the possibility of such loss or damage that may be incurred.
- 3.17.4 The Bank shall not be responsible for any failure to perform any of its obligations hereunder if such performance would result in it being in breach of any law, regulation or other requirement of any governmental or other authority in accordance with which it is required to act or if its performance is prevented, hindered or delayed by a Force Majeure Event. In such a case, its obligations will be suspended for so long as the Force Majeure Event continues (and no other branch, subsidiary or affiliate shall become liable). In this paragraph the term "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Bank.

### 3.18 Notices, instructions, communications:

- 3.18.1 The customer must promptly notify the Bank in writing of any changes in his/her status or information stated in the application form submitted to the Bank. In case of any address change, the Bank will not effect

any change in its records unless the Bank has received an original, signed and valid change of address request. In case of joint accounts, this request has to be signed by all parties operating the account. The customer consents to the Bank refraining to act on any facsimile or email instruction in relation to a change of address request.

- 3.18.2 In the event of any change of status the Bank reserves the right to stop or cancel any account(s) opened or any service (s) acquired by the customer from the Bank.
- 3.18.3 Any notice, agreement, demand, statement of account or other communication by or from the Bank shall be deemed validly given or delivered if the customer has requested the Bank to hold the same, or when they are placed in the customer's last known address, (physical / electronic), telex or facsimile number stated in the account opening documents or mandate of the customer. The Bank shall not be liable for any damages and/or losses incurred by the customer in case of non-receipt of communications as long as the Bank has dispatched the communications as above.
- 3.18.4 In case of any objection on any communication or statement of account(s) issued by the Bank, the customer may address such objection within 30 days from receipt of such communication or statement of account(s). If no objection is received within this timeframe, the contents of such communications or statement of account(s) shall be considered as accepted and agreed by the customer.
- 3.18.5 Any instructions conveyed or transactions originated by the customer to the Bank through the Telebanking (IVR) shall be deemed valid and binding and the Bank may act upon and use such records as evidence in a court or other legal forums.
- 3.18.6 The Bank may, at its sole discretion, accept instructions from the customer by telephone and act upon such instructions given by the customer.  
Instructions sent by the customer to the Bank through facsimile communication shall be considered valid and binding on the customer if accepted by the Bank at its sole discretion, and the Bank will be deemed to have discharged its obligations to the customer by acting upon instructions conveyed using this method. The customer understands and agrees that the Bank may process any instructions that the Bank believes in good faith to have been issued by the customer or the customer's authorised representative(s) and that the Bank will not be obliged to seek confirmation of the authenticity of the instruction.
- 3.18.7 If required by the Bank, the customer must confirm in writing any communications relating to any transaction and to provide originals of all applications and other documents that are, in the sole opinion of the Bank, required or necessary to be provided to the Bank immediately after the execution of such transactions.
- 3.18.8 Any notice, instruction or other communication given by the customer to the Bank shall be given in writing and shall be deemed validly given or served when received by the appropriate Bank Official.

### **3.19 Waiver:**

The failure of the Bank to insist in any one or more instances upon the strict performance of any of the provisions of these terms and conditions or to take advantage 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.

### **3.20 Severance:**

The invalidity or unenforceability of any part of these terms and conditions shall not prejudice or affect the validity or enforceability of the remainder of the provisions herein.

### **3.21 Bank's books and records:**

- 3.21.1 The customer acknowledges that the Bank's books, records and accounts shall be conclusive and binding and that any certificate or statement of account issued by the Bank, by computer or under the signature of a person authorised to sign on behalf of the Bank, and any statement taken from the records of the Bank including computer and electronic printouts and telephone recordings shall be final and conclusive evidence of the correctness thereof in any legal proceedings or otherwise.
- 3.21.2 The customer irrevocably waives any right (legal or contractual) which may entitle him/her to apply for the auditing of the Bank's accounts and records by any court or person, or for the production of the Bank's records, books and accounts to a court or arbitrator. This waiver also includes the absolute relinquishment on the part of the customer of any right, whether by law or otherwise, of contesting the genuineness of signatures on any of the Bank's transactions or the capacity or competence of the signatory (ies) thereof.
- 3.21.3 The customer hereby acknowledges and agrees that the Bank may maintain its records on microfilm or other methods of storage of information and further agrees that the messages, cables, telexes, facsimiles, microfilms, tapes, computer printouts and photocopies, which may be exhibited by the Bank as an extract from its files, books, records or accounts shall be deemed as legal instruments in evidence and constitute conclusive evidence of the genuineness of the contents thereof, and the customer hereby irrevocably waives in advance any right whatsoever he may have to raise any objections thereto, whether by virtue of the law or otherwise.

### **3.22 Governing law and jurisdiction:**

- 3.22.1 Without prejudice to the Bank's right to submit to any other law or jurisdiction, the above terms and conditions and all matters related thereto are subject to commercial law/practice prevailing in United Arab Emirates, and the courts of the Emirate of Dubai shall have exclusive jurisdiction to resolve any difference arising, or that which may arise out of it.
- 3.22.2 The liabilities of the Bank in respect of the account authorised hereby and/or opened on the terms hereof are limited exclusively to the branches of the Bank in the United Arab Emirates at which the accounts have been opened, and instructions in respect of such accounts may only be made to, and acted upon by, the said United Arab Emirate branch. Any said amount standing to the credit of any such banking accounts is payable exclusively by the said branch of the Bank.

### **3.23 Acceptance of terms and conditions:**

The customer has signed the application form as an acceptance of the aforesaid terms and conditions.

The terms and conditions mentioned above supersede the terms and conditions previously notified to or agreed to by the customer.

The customer further acknowledges that in the event of any changes being communicated to the customer, the Bank is not obliged to obtain the customer's signature for receipt of such communications. The Bank may at any time at its discretion replace, change, amend or supplement any of the terms and conditions stated herein.

## **4 Terms and conditions governing e-Banking and SMS services**

### **4.1 Definitions:**

- 4.1.1 "Accounts" means the account or accounts of the subscriber with the Bank, which shall be accessible and operated by the subscriber through, inter alia, the service.

- 4.1.2 “agreement” shall mean the terms and conditions contained herein and any annex attached hereto;
- 4.1.3 “Bank” shall include The Royal Bank of Scotland N.V. operating through any of its branches in the United Arab Emirates, including its successors and assigns;
- 4.1.4 “financial transactions” mean all transactions, which involve financial approval;
- 4.1.5 “e-Banking” is the brand name of the internet banking delivery channel launched by the Bank in the United Arab Emirates;
- 4.1.6 “Non-financial transactions” means all transactions which do not involve any financial approval such as enquiry, initiations of requests for statement download etc.
- 4.1.7 “password” means the secret alphanumeric code set and the electronic security token password, which together with the “subscriber” ID allows the “subscriber” to access the service;
- 4.1.8 “Electronic security token” means the device provided by the Bank and couriered to the “subscriber” by registered mail, which contains a frequent changing password.
- 4.1.9 “Registration” means the process whereby the “subscriber” logs on the first time to the registration site using the Telephone Personal Identity Number “TPIN” and when prompted selects and sets a password of the “subscriber’s” choice. This process will change the “subscriber” status to ‘active’ and allow the “subscriber” to log-in to the service.
- 4.1.10 “service” means all or any of the services on the e-Banking delivery channel provided by the Bank over its website under the brand name “e-Banking” and is in addition to and in conjunction with any other normal banking delivery channel such as branch banking, IVR, ATM etc.;
- 4.1.11 “User ID” means the valid customer relationship number or card number provided or issued by the Bank. It allows an authorised “subscriber” to access the service when used in conjunction with the password and token password.
- 4.1.12 SMS banking” means various kinds of financial transactions and non-financial enquiry and requests submitted by the customer from his pre-registered mobile number with the Bank, for SMS banking service, as per the instructions/guidelines provided by the Bank from time to time. The terms and conditions of this service are as per annex (1) hereto attached, and which form an integral part of this agreement.

## **4.2 Use of the service:**

- 4.2.1 Use of the service is permitted only upon the Bank allowing access to the subscriber, the Bank reserves the right to request further documentation prior to allowing such access.
- 4.2.2 Upon access to the service being permitted to the subscriber through the registration processes, the subscriber has full access to all transactions comprised therein and, for the purpose of his/her own use and records only, may (a) download and store data on hard disk and (b) print hard copy of certain pages.
- 4.2.3 Where the service is made available linked to an account in two or more names with the Bank, it is acknowledged that, irrespective of whether the mode of operation of such account is joint or single, the service may be accessed by one subscriber acting along.
- 4.2.4 All other terms and conditions of account opening forms or any other service(s) or facility (ies) provided by the Bank shall remain valid. These terms and conditions shall be in addition to any other terms and conditions signed between the subscriber(s) with the Bank.

## **4.3 Instructions and transactions:**

- 4.3.1 The subscriber irrevocably authorises the Bank to accept and act upon instructions for financial and non-financial transactions given to the Bank and the subscriber will be bound by such instructions.

- 4.3.2 The subscriber shall be liable for all monies due and liabilities incurred arising from instructions given by him, in accordance with the Bank’s Schedule of Charges.
- 4.3.3 The subscriber accepts that the payment request submitted to the Bank cannot be treated as evidence of the Bank having paid or agreed to pay the sum so requested.
- 4.3.4 The subscriber accepts that the cut-off time for a business day is the same as the Bank’s normal business timings in the United Arab Emirates from Saturday to Thursday and/or the concerned market. All requests received after the cut-off time or on a bank holiday will be deemed to have been received on the following business day.
- 4.3.5 The subscriber agrees that the Bank shall in no circumstances be liable for any loss or damage arising from payment requests submitted to the Bank where the time of receipt of such requests by the Bank does not fall during the Bank’s normal business timings.
- 4.3.6 The subscriber accepts that any transaction will be completed as and when the process is successfully concluded, provided all other requirements are met.
- 4.3.7 The Bank will not act on any instructions via public e-mail nor will the Bank or the subscriber transmit to the other any information of a sensitive nature via public e-mail. In the event that the public e-mail system is used by the subscriber, the Bank shall in no circumstances be liable for any loss or damage arising from such use.
- 4.3.8 The Bank shall not be responsible for any payments to any third party arising out of erroneous inputs by the subscriber.
- 4.3.9 The subscriber shall ensure sufficient drawing powers in any account before making transfers. If for any reason an account is overdrawn by use of the service, the subscriber shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other account(s) and payment of relevant interest and charges.
- 4.3.10 The subscriber hereby acknowledges all debits arising from the use of the service and considers that the Bank’s books, entries and registers shall be final and conclusive evidence of the correctness of any transaction.
- 4.3.11 In case the subscriber has opted to change the mode of operation of his account(s) from single to joint account holding, then any standing instruction submitted prior to the change in mode of operation should be cancelled by the subscriber and new standing instructions shall be issued by all of the account holder(s). The Bank holds no liability or responsibility for effecting and/or stopping such standing instructions.

## **4.4 Charges and fees:**

The Bank reserves the right to debit the subscriber’s account with charges applicable for transactions over the service and the electronic security token. Such charges shall be as per the Bank’s schedule of charges, which may change from time to time at the Bank’s sole discretion.

## **4.5 Security:**

- 4.5.1 It is the responsibility of the subscriber to set the password at inception and to change it as and when required in order to secure confidentiality and security of the password. And also to safely keep the electronic security token from any loss, misplacement, theft or any damage whatsoever.
- 4.5.2 The subscriber undertakes not to disclose his/her password to any other person and the subscriber is entirely responsible for ensuring that the password is kept secret and not used by any one else. In the event of the password becoming known to someone other than the subscriber, that person may be treated by the Bank as authorised “subscriber” and the Bank shall not be responsible for any loss or damage which may occur as a result of the password becoming known to others. If the subscriber

knows or suspects that someone else has learned his/her password, the subscriber shall inform the Bank immediately.

4.5.3 The subscriber undertakes to inform the Bank immediately if the electronic security token is lost, misplaced, stolen, or damaged in any way hereto. Any transaction(s) carried out before such intimation to the Bank, the subscriber shall remain liable and responsible for any loss incurred due to the misuse of the electronic security token due to any 'act of negligence' to secure the login credentials (user login ID, password, TPIN and/or secure token ID).

4.5.4 The subscriber agrees and undertakes to treat the access rights, documentation or any other information related to the service, strictly private and confidential at all times.

4.5.5 All technology based devices and methods of electronic authentication for the security and integrity of electronic data and electronic communications transmission and identification of the sender may be subject to change, at the sole discretion of the Bank. The Bank is not obliged to give prior notification to the subscriber for any technological change.

#### **4.6 Limitation of liability:**

With the exception of gross negligence and/or wilful misconduct committed by the Bank, the subscriber shall be responsible for any damage or loss incurred by the subscriber or by the Bank and the subscriber is fully liable to indemnify the Bank, its officers, directors, employees, agents for any loss or damage, howsoever caused, resulting from the use of the service.

#### **4.7 Subscriber information:**

The subscriber shall inform the Bank immediately in writing of any changes to his/her details as submitted on any document pertaining to the e-Banking service.

#### **4.8 Subscriber's equipment:**

The subscriber is solely responsible for ensuring that the computer and other equipment with which the subscriber or any "subscriber" who accesses and uses the service are suitable for such use and are functioning properly (including at any time providing sufficient storage for downloading data to disc or paper for print-outs) and securely. The Bank accepts no liability if the subscriber suffers any loss or damage because an item of the subscriber's equipment is unsuitable or not functioning properly or not secured properly.

#### **4.9 Provision of service:**

The Bank shall not be obliged to provide the service or any part of it at all times or during any particular hours and may withdraw, suspend or restrict the service temporarily.

#### **4.10 Communication:**

4.10.1 The Bank may from time to time vary these terms and conditions by posting the same on Bank's e-Banking site and the customer gives prior approval to such variation(s), and waives any right of contestation in respect thereof and fully agrees to be bound by the same.

4.10.2 The Bank may record and shall keep record of the subscriber's electronic or other written communication for as long the Bank considers appropriate.

4.10.3 Communications sent by means of the service, which is accessed by the "subscriber" ID and password, shall be treated as satisfying any legal requirement that a communication should be signed and in writing.

4.10.4 Communications sent by means of the service shall be deemed to be delivered upon receipt.

#### **4.11 Linking:**

The Bank does not accept any responsibility or liability for enabling the subscriber to link to another website, or the contents of any other site, whether one from where the subscriber may have been linked or to which the subscriber may link from the website, or any consequence of acting upon the contents of another website.

#### **4.12 Events beyond the Bank's control (Force Majeure):**

The Bank shall not be liable for any delay or failure of any e-Banking service arising from any cause or causes beyond its control, including (without limitation) act of God, act of government or regulatory authority, war, fire, flood, explosion, terrorism, riot or civil commotion or non-availability, non-functioning or malfunctioning, computer viruses, interruptions, or disruption of utilities, internet service provider(s), or broadcast, telecommunications or other network system or services.

#### **4.13 Updates:**

The Bank reserves the right to alter any of its procedures concerning access to and use of the service, in such circumstances, the Bank will post updates to notify the subscriber of changes to the service on e-Banking.

#### **4.14 Termination:**

The Bank reserves the right in its sole discretion to terminate the subscriber's use of service immediately, without giving prior notice to the subscriber.

#### **4.15 Events of default:**

The Bank may terminate access to the service with immediate effect:

4.15.1 If the subscriber ceases to maintain an account with the Bank in the United Arab Emirates.

4.15.2 If the subscriber's relationship with the Bank or any other banking activity has terminated.

4.15.3 If the subscriber notifies the Bank of changes in the status of the subscriber which are unacceptable to the Bank.

4.15.4 If subscriber does not log in to his e-Banking account for a continuous period as decided by the Bank.

#### **4.16 Waiver:**

No failure or delay on the part of the Bank to exercise any power, right or remedy under this agreement shall operate as a waiver thereof, nor shall any partial exercise by the Bank of any power, right or remedy prevent any other alternative exercise thereof or the exercise of any other power, right or remedy. The remedies provided in this agreement are cumulative and are not exclusive of any remedies provided by law.

#### **4.17 Severability:**

Each of the provisions of this agreement are severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this agreement shall not in anyway be affected or impaired.

#### **4.18 Governing law:**

The terms and conditions contained herein shall be governed and interpreted in accordance with the laws that may be determined by the Bank at its sole and absolute discretion. In the event of disputes arising in relation to the use of the service, it shall be resolved by the courts of Dubai, United Arab Emirates provided that the Bank may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside the United Arab Emirates.

The subscriber confirms having read, understood and accepted the above terms and conditions.

#### **4.19 SMS service:**

- 4.19.1 The subscriber agrees on the SMS terms and conditions, and also agrees to consider these as an integral part of the e-Banking main agreement. This service is made available to the subscriber by default at the enrolment of the e-Banking service. This service may be interrupted or discontinued at any time without prior notice and at the sole discretion of the Bank.
- 4.19.2 The Bank reserves the right to charge fees and/or other charges for provision of this service to the subscriber, and the subscriber accepts and authorises such debits to his/her account.
- 4.19.3 The Bank shall provide the service on the mobile number (which will be registered by the subscriber through e-Banking). The Bank shall not be responsible or liable for any disclosure of information and/or losses or damages incurred to the subscriber due to any erroneous or incorrect information on the application form submitted by the subscriber to the Bank.
- 4.19.4 In the event that the mobile number has changed, the subscriber shall be solely liable to inform the Bank one month prior to effecting such change either directly to any branch or through e-Banking. The Bank shall not be responsible or liable for any disclosure of information or any losses or damages incurred due to the change in the mobile phone number by the subscriber.
- 4.19.5 The subscriber shall at all times protect his/her mobile phone from theft or misuse and the subscriber indemnifies the Bank and holds it harmless for any disclosure of information and/or losses or damages incurred by the customer due to provision of such service.
- 4.19.6 The subscriber shall not misuse, in any manner whatsoever, this service and in the event of any damages incurred by the Bank for improper or fraudulent misuse of information, the subscriber shall be liable and shall indemnify the Bank and hold it harmless against any claims.