

TELEPHONE BANKING AND INTERNET BANKING

Terms and Conditions

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Section 1

1 Introduction

- 1.1 This Section sets out the Conditions that apply to the use of the Service(s).
- 1.2 These Conditions are in addition to the Account Conditions for the account or service you are accessing through the Service(s). If there is any conflict, these Conditions override the Account Conditions referred to above.
- 1.3 Users who are registered for the Internet Banking Service are also, as a result, registered for the Telephone Banking Service and should refer to all sections of these Conditions. Users who are registered (or who wish to be registered) for only the Telephone Banking Service should refer to Section 1 to 4 of these Conditions.

Section 2

2 Definitions

Capitalised terms used herein and not defined in this section shall have the meaning given to such terms in the Account Conditions.

The following definitions apply to these Conditions:

ACN means the four-digit Access Account Number code which is selected by Account Holders, Main Users and Nominated Users during the registration process to allow them first to access the Telephone Banking Service and/or the Internet Banking Service.

Account means an account with EDB (or with any other third party) which we have determined is accessible by the Telephone Banking Service and/or the Internet Banking Service.

Account Conditions means the general conditions for the Account(s) or service(s) you are accessing through the Service(s).

Account Holder means a person who has entered into an arrangement with EDB to use the Telephone Banking Service and/or the Internet Banking Service and who has an Account held either (a) in that person's own name; or (b) jointly with any other person(s) and in respect of which joint account we may act on the instructions of any or all of the joint account holders.

Bank or **EDB** or **we** means Emirates Developments Bank or any of its branches.

Business Account means any Account opened, maintained and operated by any Sole Proprietorship, Partnership, LLC, Public Joint Stock Company, Private Joint Stock Company, Free Zone entity (all types), Offshore Company, Society or Association, Government, Quasi Government or any other juridical entity or authority. Business Accounts shall not include Accounts opened, maintained, or operated by contractors or any other person or entity which EDB may exclude from time to time.

Customer Number means the number which we have notified in writing in accordance with our procedures to an Account Holder and/or Users (as applicable) as the Customer Number applicable to that Account Holder or User.

Business Day means any day on which banks in the U.A.E. are open for general banking business.

Corporate ID means the valid alphabetical and/or numerical identification, provided by the Bank in respect of the Account Holder for a Business Account ..

Cut-Off Time means, for payments made under this Agreement, the time by which we must receive payment instructions if they are to be shown on your Account as being processed that Business Day rather than the next Business Day, as described in Condition 7.3.

Instruction means any request or instruction to the Bank through the Telephone Banking Service and/or the Internet Banking Service.

Internet Banking Service means the internet banking service we make available through the internet network to enable the electronic receipt and transmission of information (including in relation to an Account).

Internet Password means the code (which must consist of a series of letters and numbers) chosen by you which you will use, together with your Security Questions and Answers, in order to use the Internet Banking Service.

Internet Security Information means your Internet Password and/or your Security Questions and Answers.

Limit means any transactional, daily or other limit on the amount which may be transferred in a transaction or series of transactions using the Telephone Banking Service or the Internet Banking Service.

Main User means, in relation to a Business Account, a person nominated by the Account Holder in accordance with our requirements from time to time (including the formalities of nomination by the Account Holder and the identity of such person), on whose instructions we may act and who has entered into an arrangement with EDB to use the Telephone Banking Service and/ or the Internet Banking Service.

Month means a calendar month.

Nominated User(s) means a person who has:

- (a) been nominated by the Account Holder (or in the case of a Business Account by the Main User) under Condition 5 and in accordance with these Conditions;
- (b) complied with the requirements in respect of Nominated Users (including, for example, providing EDB with such documentation as they may require) as specified by the Bank from time to time;
- (c) been accepted by EDB; and
- (d) accepted these Conditions to operate an Account (to the access level and extent specified by the Account Holder (or Main User in relation to a Business Account)) using the Telephone Banking Service and/or the Internet Banking Service all in accordance with the provisions of these Conditions.

Online Banking Application means the application form that must be duly completed and submitted to the Bank by the Account Holder when registering for Internet Banking Services offered by the Bank. The application may be obtained and submitted online by all Account Holders, except for Business Account holders. All applications submitted by Business Account holders must be submitted at the Bank as a pre-condition for the delivery of the Services...

Our Website means the website (through which you can access the Internet Banking Service) at www.edb.ae

Personal Account means any Account opened, maintained and operated in the name of one or more

individual persons in his/her/their name, jointly or severally,.

Regulatory Requirement means any obligation:

- (a) we have or choose to comply with under any law or regulation (including any rules made by the U.A.E. Central Bank or other regulatory body) or as a result of a decision by a court or similar body; or
- (b) under any industry guidance or codes of practice which we follow.

Rules of Use means the rules, as amended from time to time, applicable to the use of Our Website as shown on www.edb.ae

Secure Messaging Service means the service which we may make available under the Internet Banking Service to allow each of you and EDB to send the other secure messages.

Security Details means the details that are used to verify your identity and help maintain the security of the information exchanged between you and EDB during your use of the Service(s). This includes your ACN, Customer Number, Internet Security Information, Telephone Security Information, Security Questions and Answers and Unique Registration Reference Number.

Security Questions and Answers means the security questions which you have selected and the answers to such security questions which you have given to EDB and which will, on subsequent occasions, be used by you in order to access and use the Internet Banking Service.

Service(s) means the Telephone Banking Service and/or the Internet Banking Service as appropriate.

Tariff means the applicable tariff of fees and charges that relates to your Account. Copies of up-to-date Tariffs are available from Bank branches and from your relationship manager.

Telephone Banking Service means the telephone banking service which we make available through the public telecommunications network to enable the receipt and transmission of information by telephone (including in relation to an Account).

Telephone Security Information means your ACN and/or the telephone password used in connection with the Telephone Banking Service.

U.A.E. means United Arab Emirates.

Unique Registration Reference Number means, in respect of the Telephone Banking Service, the ten-digit unique code which we have notified in writing in accordance with our procedures to an Account Holder, Main User or Nominated User as applicable to that Account Holder, Main User or Nominated User.

User means you, the Main User or a Nominated User (or any one of them), as the context requires.

'You', 'your', 'yours' means an Account Holder or Main User who has accepted these Conditions (and includes a Nominated User as the context requires).

'Your Branch' means the branch at which your Account is held.

Section 3

Universal Conditions

3 Security

- 3.1 As long as we have checked your identity by verifying the Security Details, we will assume that we are dealing with you and that you have agreed to EDB disclosing information and acting on any instructions, without getting further confirmation from you.
- 3.2 You must:
- (a) ensure that the elements of the Security Details that you choose for accessing the Service(s) (eg; your Internet Security Information) will not be the same as, or similar to, any other personal identification number or password you have for any other Account you have with or for any other service provided by EDB;
 - (b) not permit any other person to use your Security Details;
 - (c) not disclose your Security Details to any other person including in response to a request that you provide it (even if that request purports to come from EDB) other than in connection with your actual and immediate use of the Service(s);
 - (d) not record or store your Security Details with documentation that relates to your Account;
 - (e) take reasonable care when accessing the Service(s) to ensure that your Security Details are not disclosed to any other person; and
 - (f) check your Account records carefully.
- 3.3 You must tell EDB as soon as you can by telephoning EDB if:
- (a) your Security Details become known (or you suspect they have become known) to someone else;
 - (b) you notice any errors or unauthorized transactions on your Account;
 - (c) you think someone else has or may try to access your Account; or
 - (d) you become aware that a computer that you have used to access the Internet Banking Service has been lost, stolen or fraudulently accessed.
- 3.4 In addition, if any of the events described in Condition 3.3(a) to (d) occurs, you must immediately:
- (a) change your Internet Security Information by using the 'Change Password' and 'Change Answers' sections of the Internet Banking Service; and/or, where relevant,
 - (b) change your Telephone Security Information by telephoning EDB immediately to select new Telephone Security Information, as appropriate.
- 3.5 Please note that we would never contact you to ask for information about any of your Security Details and if you receive a request for any such information you should not provide it, even if the request purports to come from EDB.
- 3.6 We may reset the Account Holder's ACN, Telephone Security Information or Internet Password at any time, by notifying the Account Holder in writing. The Account Holder may also change his/her ACN, Telephone Security Information or Internet Password at any time by contacting EDB.
- 3.7 The Bank may deactivate an ACN, Telephone Security Information or Internet Password at any time without notice if the Bank believes they are being misused.

3.8 Please see the 'Security Information' section on Our Website for further information about security and the Service(s).

4 **Account Holders' Responsibilities**

4.1 The Account Holder has sole responsibility for:

- (a) ensuring availability of sufficient funds in the Account to which the Service(s) relate before effecting any transfer of funds. If for any reason an Account is overdrawn by the use of the Service(s), the Account Holder shall be responsible for immediately making up the deficit including towards any associated charges, by a direct payment or transfer of funds into the relevant Account.
- (a) acquiring and maintaining any equipment required for the Users' continued access to and use of the Service(s) (such as telephone or computer), and anti-virus and other security measures for the Users' computers including measures for adequate protection and back up of data and/or equipment and to undertake reasonable precautions to scan and protect the Users' computer systems and applications and keep them free from any computer viruses or other destructive properties;
- (b) complying with the Account Conditions;
- (c) the accuracy of all information transmitted to the Bank's systems by any User;
- (d) using the Service(s) as permitted by the Bank; and
- (e) checking the Account records and statements carefully and promptly notifying the Bank of any discrepancies.

4.2 The Account Holder agrees:

- (a) not to interfere with or damage (or attempt to interfere with or damage) any ACN, Telephone Security Information or Internet Password, data or software associated with the Service(s);
- (b) to keep his/her ACN, Telephone Security Information and Internet Password secure and secret at all times and take steps to prevent unauthorised use of it.

In particular, the Account Holder agrees, in relation to the use of the Service(s) to:

- never write or otherwise record the ACN, Telephone Security Information or the Internet Password in a way that can be understood by someone else;
- never record/store the ACN, Telephone Security Information or the Internet Password together;
- never disclose the ACN, Telephone Security Information or the Internet Password to any persons including the Bank's staff;
- never select an ACN, Telephone Security Information or the Internet Password which is easy to guess or which represents the Account Holder's birth date, a recognizable part of the Account Holder's name or any personal details which are easily accessible to third parties such as the Account Holder's telephone number;
- never record the ACN, Telephone Security Information or the Internet Password on any software which saves it automatically;
- never access any Service from any computer connected to a local area network (LAN) or any public internet access device or access point without first making sure that no one else will be

able to observe or copy the User's access or get access to a Service pretending to be a User;

- (c) to change the Internet Password on a regular basis;
- (d) to log out of the Internet Banking Service when leaving the computer unattended; and
- (e) comply with any requirements designed to protect the security of the use of the Service(s) which are notified by the Bank to the Account Holder.

4.3 The Account Holder also undertakes:

- (a) to promptly notify the Bank immediately of any faults, errors or inconsistencies in the use or operation of the Telephone Banking Service and/or the Internet Banking Service;
- (b) not to use the Telephone Banking Service and/or the Internet Banking Service for any illegal or unauthorized purpose;
- (c) to execute any additional documents that may be required by the Bank prior to provision of any modified/ additional facilities under the Service(s); and
- (d) to procure that each User complies with these Conditions..

5 **Nominated User**

5.1 We may allow any person who is aged 16 years or over and who is nominated in accordance with these Conditions to be a Nominated User.

5.2 A Nominated User who has been nominated in accordance with these Conditions and accepted by EDB may use the Telephone Banking Service and/or the Internet Banking Service to access and operate an Account for the purposes specified by you (provided this does not conflict with the extent to which we allow any Nominated User to access and operate Accounts as determined by EDB from time to time). For example, a Nominated User may use the Telephone Banking Service and/or the Internet Banking Service to:

- (a) conduct debit or credit transactions on Accounts;
- (b) access financial information about Accounts;
- (c) request statements, cheque books and other items relating to Accounts;
- (d) pay certain bills; and
- (e) access any other facilities which we may make available in the future and which you have agreed the Nominated User may access.

5.3 You may notify EDB by post in accordance with the terms of Condition 15 that a Nominated User should only have restricted access to an Account (for example, only to access financial information about an Account) (provided that such notifications will take a minimum of 5(five) Business Days from EDB's receipt of the notice to take effect.

5.4 A Nominated User's right to use the Telephone Banking Service and/or the Internet Banking Service to access and operate an Account will be withdrawn when you have notified EDB by post in accordance with Condition 15 when you want that to happen (provided that such changes will take a minimum of 5(five) Business Days from EDB's receipt of the notice to take effect.

5.5 A User may continue to use the Telephone Banking Service and/or the Internet Banking Service until the relevant service is cancelled or terminated under these Conditions or access to the Telephone Banking Service and/or the Internet Banking Service is denied under these Conditions.

6 **Joint accounts**

6.1 If an Account is held jointly with another party or parties then when a User uses the Telephone Banking Service and/or the Internet Banking Service to set up a regular payment using the Telephone Banking Service or a regular transfer to a linked Account or a single payment or transfer using either service, in each case affecting that joint Account, it will be treated as personal to that User. It will not appear among the payments or transfers presented to any other party to that joint Account but will only be available for inspection if that other party request details to be posted to him or her.

6.2 For the reason set out in Condition 6.1, the payment or transfer cannot be cancelled or altered through use of the Telephone Banking Service and/or the Internet Banking Service except by the User who set it up. Instructions in relation to cancellation or alteration by any other party can only be processed by direct application to EDB.

7 **Automated Payments**

7.1 You can instruct EDB by the Telephone Banking Service and Internet Banking Service or standing order to make automated payments (including bill payments) from your Account on your behalf. You are responsible and liable for all instructions authorized by a User's use of their Internet Security Information or Telephone Security Information or undertaken by another person with a User's knowledge or consent.

7.2 Payments will be made from your Account provided:

- (a) they are authorized by you in a way agreed between you and EDB;
- (b) you will not be over the Limit we have set for the type of payment instruction you have given to EDB (these are limits that we apply to protect your Account and EDB); and
- (c) the payment is made in accordance with the Account Conditions.

7.3 If you ask EDB to make a payment before the relevant Cut-Off Time on any Business Day, we will process it on that Business Day unless you have asked EDB to make it on a future date set out in the payment instruction. We will debit the payment from your Account when the payment is made. If the payment is made after the Cut-Off Time, your Account will not show the payment as being processed until the next Business Day. Where you have set out a future date the payment will be processed on the date specified which must be a Business Day. Payment instructions received after the Cut-Off Time or on or for a non-Business Day will be processed on the next Business Day.

7.4 Where a payment is made through the Bank's own internal system and not through an external clearing system, the payment will reach the recipient on the same Business Day.

7.5 If you ask EDB to make more than one payment from an Account on the same day, EDB will determine the order or priority in which the payments are made.

7.6 EDB will make reasonable efforts to modify, not process or delay processing any instruction where the Account Holder requests the Bank to do so but EDB shall not be liable for any failure to comply with such request.

7.7 Automated payments must not exceed the Account Holder's available balance in the Account on the day the transfer is made. The Account Holder will not be able to transfer funds or make payments in excess of a Limit (inclusive of same and cross currency limits). The Bank reserves its right to change

the Limits, and may also amend them upon the request of the Customer with approval of the Bank. The Bank also reserves its right to solely determine the relevant exchange rate for any determination as to whether a daily Limit has been breached in relation to a cross currency transfer. If the Customer tries to transfer funds that exceed any Limit, the Bank will decline the Transaction request and the Customer will receive a message stating that the entered amount exceeds the Limit.

- 7.8 The Account Holder agrees to provide the International Bank Account Number (IBAN) of the beneficiary when the transfer is requested within UAE or outside UAE (wherever required in beneficiary's country) and understands that the Bank may decline to make a payment wherever IBAN is required in the beneficiary country.

8 Delay or Refusal to Act on Instructions and Non-Availability of the Service(s)

- 8.1 EDB may refuse to act on an instruction, including without limitation:

- (a) if the Bank suspects or reasonably considers the Instruction not to be accurate or authentic;
- (b) if the Bank may be in breach or contravention of any laws, regulations or other such duty by acting on such Instruction;
- (c) if a transaction exceeds a particular value, Limit or other limit;
- (d) if the Bank knows or suspects a breach of security; or
- (e) for reasons or causes beyond the Bank's control (including any systems or equipment failure or other force majeure causes).

- 8.2 The Account Holder agrees that the Bank may delay acting upon an Instruction or ask for more information before acting on an Instruction.

- 8.3 The Account Holder agrees that routine maintenance requirements, excess demands on the systems and circumstances beyond the Bank's control may result in the Service(s) not being available.

9 Liability for Unauthorised Transactions

- 9.1 Subject to the provisions of this Condition, until we receive notification in accordance with Condition 15 that your Security Details have been stolen or are liable to misuse, you will be liable for any use of the Service(s). You may not be liable for any unauthorised transaction made using your Security Details where the transaction is for goods or services purchased by direct mail, internet or telephone or for any unauthorised transactions made using your Security Details while your account is in debit. Nothing in this agreement excludes or limits our liability to the extent we are unable to exclude or limit it by law.

- 9.2 If the Security Details have been used by a person (other than by the User to which they belong) who acquired those Security Details with your or a Nominated User's consent or you or a Nominated User has acted fraudulently or with negligence with the Security Details, your liability will be unlimited until you notify EDB of the loss. You will not be liable for any further loss arising from the use of the Service(s) once we have been effectively notified.

- 9.3 The Account Holder is responsible for the accuracy of all instructions and EDB shall not be liable for any consequences by reason of any erroneous instruction issued or purportedly issued a User.

- 9.4 The Account Holder agrees that the Bank may disclose information about the Account Holder or the Account to third parties if it thinks it will help prevent or recover losses.

9.5 Please see the Account Conditions for how we deal with unauthorised transactions.

10 **Disclaimer and Liability**

- 10.1 We will not be liable if we are unable to perform our obligations under these Conditions due (directly or indirectly) to:
- (a) the failure of any machine, data processing system or transmission link provided that such failures or events are abnormal and unforeseeable circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary;
 - (b) failure by any third party with which the Account Holder has accounts or for any delay or other shortcoming of such third party; or
 - (c) our compliance with any Regulatory Requirement.
- 10.2 The Account Holder agrees that the internet is not a completely reliable means of communication and should the Account Holder choose to communicate, and allow Users to communicate, through such means, the Account Holder shall do so entirely at his/her own risk and accordingly the Account Holder shall indemnify and hold harmless the Bank, its employees, nominees or agents promptly from and against all actions, omissions, negligence, proceedings, claims, demands, damages, losses, costs and expenses including legal costs which the Bank may suffer or incur, howsoever caused, as a result of any User's use or purported use of the Service(s).
- 10.3 The Bank does not represent or warrant that the Service(s) and Our Website will be available to meet any User's requirements or that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to any User's computer system.
- 10.4 Due to the open nature of the internet, over which the Bank has no control, the Bank cannot guarantee and nor does it warrant the complete security of the Account Holder's transactions from hacking, unauthorised access, virus attacks and other deliberate attempts by third parties in breaching the latest security features which have been implemented.
- 10.5 It is the Account Holder's responsibility to ensure that each User's ability to use and use of the Service(s) is permitted by the law applicable to him/her.
- 10.6 The Bank makes no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the Service(s) or Our Website.
- 10.7 The Bank has taken reasonable steps to ensure the accuracy, adequacy or completeness of the information and materials (including text, graphics, links or other items) contained in the Telephone Banking Service and/or the Internet Banking Service and on Our Website. However, the use of any Service and Our Website is at the sole risk of the Account Holder. Such information and materials are provided on an "as is" and "as available" basis and the Bank does not warrant accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, fitness for a particular purpose and freedom from computer virus is given in conjunction with the information and materials.
- 10.8 Unless otherwise stated or agreed with the Account Holder, the information contained in the Service(s) and on Our Website has been prepared in accordance with the regulations and laws of the United Arab Emirates and for the supply of products or services within the United Arab Emirates. The information is not directed at the Account Holder or any User if it does not comply with the laws of the jurisdiction in which the Account Holder or any User resides or from which the Account Holder or any User is accessing any Service.

- 10.9 The Bank's records maintained through computer systems or otherwise, unless proven to be wrong, shall be accepted as conclusive and binding of the Account Holder's dealings with the Bank in connection with the Service(s).
- 10.10 The Bank will not be liable to the Account Holder or any other person for any negligence, breach of contract, misrepresentation, claim, delay, expense, damage or any other liability including legal costs, for any loss however caused (including any loss whether direct, indirect, consequential or incidental) and irrespective of whether any claim is based on the loss of profit, business revenue, investment, goodwill, interruption of business or anticipated savings or loss of data, arising from:
- (a) the Bank acting or failing to act upon any Instructions received from a User or genuinely believed by the Bank to have been received from a User;
 - (b) any error contained in the information input and transmitted to the Bank's systems in respect of the Service(s);
 - (c) the accessing or use of any Service in a manner or for a purpose not authorised by the Bank and/or the Account Holder;
 - (d) the failure of the Bank's, the Account Holder's or any User's telecommunications systems and communications networks or any mechanical failures, power failures, malfunction, breakdown or inadequacy of equipment;
 - (e) an event or cause reasonably outside the Bank's control including but not limited to acts of God, power failure or variation in the supply of power, machinery or systems or processing systems failure, strikes, riots, acts of war, lockouts or industrial disturbances, governmental action, or communication line failures;
 - (f) any fraudulent activity or negligence by the Account Holder or any User;
 - (g) any delays in the transmission of data between the Account Holder or any User and any recipient of the information, whether caused by breakdown, viruses or a fault in the Account Holder's or any User's equipment or software programs resident on the Account Holder's or any User's equipment, the Bank's systems or otherwise;
 - (h) any consequences of any virus or other destructive features which may adversely affect the Account Holder's or any User's hardware, software or equipment;
 - (i) the failure of a transaction; or
 - (j) any other cause, except where it is because of gross negligence or willful default on the part of the Bank provided the Bank's liability shall be restricted to supply of the relevant services again, or to the repayment of the fees for providing the relevant services.
- 10.11 The Bank makes no representation and gives no warranties, express or implied, on the accuracy and completeness of the content of any website/web-pages that is linked to Our Website or any links that may be available to any User in any marketing or promotional email that may be sent by the Bank to the Account Holder or any User. The Bank shall not be liable for any loss, damage or expenses or other liability incurred by the Account Holder or any User as a result of reliance or use of the contents of any such website/web-page.
- 11 **Service Charges**
- 11.1 When using the Service(s), transactions instructed by you and any User for payment of bills from any of your credit card or charge card accounts (if applicable to your Account) will be treated as cash advances and charged in accordance with the Account Conditions (and current Tariff where applicable) relating to your credit/charge card Account which have been provided to you.

11.2 Any other charges for your use of the Service(s) will be charged in accordance with the relevant Account Conditions and Tariff, where applicable.

12 Termination and Suspension

12.1 You may end the agreement between EDB and you in respect of:

- (a) the Telephone Banking Service and the Internet Banking Service; or
- (b) the Internet Banking Service; or
- (c) the Telephone Banking Service (if you are not also at that time registered for the Internet Banking Service) at any time by giving written notice to EDB in accordance with the terms of Condition 15.

12.2 We may terminate your or any User's use of the Telephone Banking Service and/ or the Internet Banking Service at any time by giving you two Months' notice.

12.3 We may also suspend any User's use of the Telephone Banking Service and/or Internet Banking Service where we consider it necessary:

- (a) to protect the security of the Service(s) or our systems;
- (b) because we suspect there may be unauthorized or fraudulent use of the Service(s);
- (c) where we provide you with credit as part of your Account and there is a significantly increased risk that you will not be able to repay EDB. If we do so, we will tell you in advance where we are able to, otherwise we will let you know promptly afterwards.

12.4 We may also terminate or suspend your or a User's use of the Telephone Banking Service and/or Internet Banking Service with immediate effect:

- (a) in the event of the Account Holders's insolvency, death or lack of capacity (or other analogous circumstance);
- (b) you are made bankrupt or enter into a voluntary arrangement with your creditors (or other analogous circumstance);
- (c) you or any Nominated User are in serious and persistent breach of these Conditions;
- (d) the Account Holder discloses his/her ACN, Telephone Security Information or Internet Password or allows any unauthorised person to access the Service(s);
- (e) if we reasonably believe that someone else may have rights over the funds in the Account, for example another joint account holder, where there is a dispute; or
- (f) the Account is closed.

12.5 Funds transfers for which Instructions have been given and which are scheduled to be made after termination of the Account Holder's access to the Telephone Banking Service and/or the Internet Banking Service will not be effected by the Bank unless fresh instructions are issued by other acceptable means.

12.6 If the Internet Banking Service is not used by a User for 12 Months in respect of any of the Accounts of an Account Holder, we may end the agreement between EDB and you in respect of the Internet Banking Service.

13 Intellectual Property

13.1 Intellectual property rights in all information and other materials contained in the Service(s) and on Our Website is owned by or licensed to the Bank. All rights are reserved and no proprietary rights or ownership rights vest in the Account Holder or any User by reason of the software provided for use of the Service(s). The Account Holder agrees to treat the access rights, documentation, or any other information related to the Service(s) , strictly private and confidential at all times and shall not reproduce, adapt, distribute, display, transmit or otherwise exploit the Service(s), Our Website or any part of the same or allow access to any other party without the written permission of the Bank and agrees to procure that each User complies with this Condition. Furthermore, the Account Holder must not link any other website to Our Website.

13.2 Any trademarks including logos, trading names, service names, colour schemes, slogans and taglines displayed in respect of the Bank. Nothing contained on such website should be construed as granting any licence or right to use any such trademarks without the prior written consent of the Bank.

14 Changes to Terms

14.1 We may change the Service(s), introduce or change charges for the Service(s), or vary these terms and conditions. We will give you at least 2 Months' advance personal notice before making this kind of change unless we are required to make it sooner due to a Regulatory Requirement.

14.2 When we tell you about a change, we will tell you the date it comes into effect. As long as notice of a change is given to you at the most recent address we have for you or to your Secure Messaging Service inbox, you will be treated as accepting the change on the date the change comes into effect unless, before then, you tell EDB that you want to terminate your agreement with EDB and not accept the change.

15 Notices

15.1 Notices, certificates, consents, approvals and other communications in connection with these Conditions should be given in writing or by telephone (where permitted under the Conditions) unless:

- (a) otherwise specified in these Conditions; or
- (b) we otherwise determine.

15.2 Such notices, certificates, consents, approvals and other communications can be given to EDB in writing by post to P.O. Box 51515, Abu Dhabi U.A.E., or by facsimile message +971 2 699 0998. You may also notify EDB electronically, but for security reasons, you may only do so by using the Secure Messaging Service which is part of the Internet Banking Service.

15.3 If you are registered for the Internet Banking Service, we may use the Secure Messaging Service to contact you and give you information about the Service(s) or about changes to these Conditions. You should check your Secure Messaging Service inbox on a regular basis.

16 General

These Conditions may be accessed and viewed via Our Website and can be printed out if you select/ click on the PRINT button on the appropriate page on Our Website.

- 16.1 There may be other external taxes or costs which exist that are not paid through EDB or imposed by EDB.
- 16.2 The correctness of information about an Account which a User obtains through the Telephone Banking Service and/or the Internet Banking Service is subject to checking by EDB as part of our normal procedures and reflects the entries that have been posted to the relevant Account at the time the information is obtained.
- 16.3 These Conditions are governed by the Federal laws of the United Arab Emirates and the rules, regulations and directives of the U.A.E. Central Bank. The law of the Emirate in which an Account is maintained shall govern any issues or disputes concerning that Account or any banking service or transaction provided by EDB in connection with that Account. However we may, if we think it appropriate, bring proceedings in any other jurisdiction, whether inside or outside of the U.A.E..
- 16.4 These Conditions are written and available in English and in Arabic. We undertake to communicate with you in English or Arabic when communicating with you regarding the Account.
- 16.5 In the event that any provision of these Conditions is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provisions.

Section 4

Terms and Conditions which apply to the Telephone Banking Service only

17 Use of the Telephone Banking Service

- 17.1 For the Telephone Banking Service, you agree to these Conditions when you enter your Unique Registration Reference Number and first use the Telephone Banking Service. For your own benefit and protection, you should read these terms carefully before accepting them. If you do not understand any point please ask for further information.
- 17.2 The Telephone Banking Service is available to use in relation to all Accounts including current, savings, mortgage, loan and credit card accounts.
- 17.3 We will register you as a user of the Telephone Banking Service once:
 - (a) you have selected your Telephone Security Information;
 - (b) you have accepted these Conditions; and
 - (c) you have accessed the Telephone Banking Service by entering your Customer Number, Unique Registration Reference Number and Telephone Security Information.
- 17.4 It is your responsibility to use other means of effecting transactions and giving and obtaining information if for any reason the Telephone Banking Service is unavailable for use or malfunctioning. Other means include, for example, the Internet Banking Service.
- 17.5 We may ask you to change your Telephone Security Information for operational or security reasons.
- 17.6 No User shall create any borrowing by using the Telephone Banking Service unless such borrowing has been previously agreed by EDB.
- 17.7 When using the Telephone Banking Service, standing orders must be cancelled at the latest before 4pm on the Business Day before a processing date, failing which the cancellation will not apply until the next processing date.

17.8 Once a Nominated User has:

- (a) selected their Telephone Security Information;
- (b) accepted these Conditions; and
- (c) accessed the Telephone Banking Service by entering their Customer Number, Unique Registration Reference Number and Telephone Security Information.

we will register the Nominated User as a User of the Telephone Banking Service in accordance with these Conditions and the Nominated User agrees to be bound by these Conditions.

17.9 The Bank is hereby authorised to act on verbal or touch-tone Instructions with respect to the Account.

Section 5

Terms and Conditions which apply to the Internet Banking Service only

18 Use of the Internet Banking Service

18.1 For the Internet Banking Service, you agree to these Conditions when you select and/or click on the 'ACCEPT' button on the Internet Banking Service website. For your own benefit and protection, you should read these terms carefully before accepting them. If you do not understand any point please ask for further information.

18.2 We will register you as a User of the Internet Banking Service once:

- (a) you have accepted these Conditions online; and
- (b) you have accessed the Internet Banking Service by entering your Customer Number, count number, IBAN number, ACN and the initial Internet Password issued to you using the Telephone Banking Service; and
- (c) you have selected a different Internet Password and your three Security Questions and Answers which are to be used to access the Internet Banking Service.

18.3 Access to the Internet Banking Service will be denied to a User if the User enters incorrect Internet Security Information on five consecutive occasions.

18.4 It is your responsibility to use other means of effecting transactions and giving and obtaining information if for any reason the Internet Banking Service is unavailable for use or malfunctioning. Other means include, for example, our Telephone Banking Service.

18.5 It is a condition of use of Our Website that you accept the Rules of Use which are displayed on Our Website as amended from time to time.

18.6 When using the Internet Banking Service, standing orders must be cancelled at the latest before 4pm on the Business Day before a processing date, failing which the cancellation will not apply until the next processing date. Nominated Users.

18.7 Once a Nominated User has:

- (a) accessed the Internet Banking Service by entering the Customer Number, Account number, IBAN number, ACN and Internet Password issued to the Nominated User using the Telephone Banking Service; and
- (b) selected a different Internet Password (which password shall not knowingly be the same as any other user's Internet Password in relation to the Account or Accounts of such other User) and three Security Questions and Answers which are to be used to access the Internet Banking Service

we will register the Nominated User as a User of the Internet Banking Service in accordance with these Conditions and the Nominated User agrees to be bound by these Conditions.

18.8 You agree that you and your Nominated User will:

- (a) access the Internet Banking Service through a computer that has security software installed including a firewall, anti-spyware and anti-virus software applications. You agree that it is the User's responsibility to ensure that all security software operating systems and browsers are maintained and updated on a regular basis;
- (b) keep secure the personal computer used to access the Internet Banking Service;
- (c) unless we notify you otherwise, always access the Internet Banking Service by entering its website address via a web browser;
- (d) never access the Internet Banking Service from a link contained in an email; and
- (e) comply with all instructions we may issue to you from time to time about internet banking security including that displayed and accessible on Our Website in the section entitled 'Security.'

18.9 Please note that if you do not actively terminate your session with the Internet Banking Service, the session will stay active for a further 10 minutes after your last action after which, for your security, it will automatically terminate.

18.10 Please ensure that you always exit the Internet Banking Service by using the 'Log Out' button on the screen. This is to prevent any person who uses the computer after you from accessing any of your Account information.

These Conditions are also available in Arabic language.

www.edb.ae