

## **Terms and Conditions for Internet Banking Services/Facility**

Without prejudice to any terms & conditions posted on the National Bank of Abu Dhabi PJSC website, the following terms and conditions shall apply to any banking services provided by the Bank through its website from time to time (the “Internet Banking Services”).

By applying for and/or using the Internet Banking Services, the Customer acknowledges, understands, accepts and agrees to be bound by the following terms and conditions as may be amended by the Bank from time to time.

١) All fees, expenses, costs or charges applicable to the Internet Banking Services shall be for the account of the Customer and the Customer hereby authorizes the Bank to debit the same directly to the Customer’s account(s).

٢) Any transaction and/or instruction made or given by the Customer in connection with the Internet Banking Services shall be at the Customer’s own risk and responsibility. The Bank’s records of any transaction or instructions processed in connection with the Internet Banking Services shall constitute binding and conclusive evidence of such transaction or instruction for all purposes.

٣) The Customer acknowledges that the Internet Banking Transactions are made over or through the internet. The Customer further acknowledges that the open and electronic nature of the internet may give rise to errors, losses, damages and claims and agrees that such risks shall be the sole responsibility of the Customer and undertakes to indemnify and hold the Bank harmless against any and all such losses, damages and claims.

٤) The Bank shall provide the Customer after receiving the application for the Internet Banking Services, with the User ID(s) and/or Password(s) and/or Token(s) must be used by the Customer to have access to the Internet Banking Services. The Customer shall safeguard, protect and maintain as secret and shall safeguard from disclosure and/or use by any other person(s) the User ID(s), password or any other authentication methods/devices, as the Bank may provide from time to time, from being disclosed to any third parties or unauthorized person. The Customer further agrees and undertakes that:

a) The Bank is not required to make investigations regarding the identity of the user gaining access to the Internet Banking Service other than to verify that the Username(s), Password(s) and Token are indeed as registered in the Bank’s records;

b) The Customer will be liable for the usage of the Username(s), Password(s), Token(s) and any other authentication methods/devices used to access the Internet Banking Service by authorized personnel, unauthorized personnel or any other third parties; and

c) The Bank may rely on the authenticity of transaction conducted by a user accessing the Internet Banking Service by use of the Username and/or Password and/or Token. If the Bank has reason to doubt the genuineness of any instruction or transaction, the Bank may, at its discretion, choose not to process the instruction and/or transaction initiated through the Internet Banking Service.

5) The Customer must immediately notify the Bank, and later confirm in writing, if the User ID(s) and/or Password(s) and/or Token(s) have been lost, stolen or damaged. The Bank shall not be liable for any losses and damages arising directly or indirectly as a result of failure by the Customer to notify the Bank of such incident and the Customer undertakes to indemnify and hold the Bank harmless against any and all such losses, damages and claims.

6) The Bank may, and the Customer acknowledges that the Bank may add banking products or services to the Internet Banking Service or discontinue some of the banking products and services provided through the Internet Banking Service as the Bank in its absolute discretion deem appropriate or fit.

7) The Customer acknowledges that the any and all information provided on the Bank's website or through the Internet Banking Services or for the use of the website or the Internet Banking Services (including the User ID(s), Password(s) and Token(s)) remain the sole property of the Bank. Accordingly, the Customer acknowledges and accepts that the Bank may, in its absolute discretion, restrict or withdraw the usage of the Internet Banking Services, the User ID(s), the Password(s) and/or Token(s) and /or any other services, authentication methods/devices that may have been provided by the Bank for the purposes of using the Internet Banking Services.

8) The Customer acknowledges and accepts that certain of the services available through the Internet Banking Services may require additional processing within the Bank. Therefore, the Customer acknowledges and accepts that it may take time to process the Customer's transactions and/or instructions. The Bank shall not be liable for any loss, damage or penalties imposed on the Customer or any other consequences that may result due to any such delays.

9) The Customer shall be solely responsible for the accuracy and correctness of all information and instructions provided or made by the Customer through the Internet Banking Services. The Customer acknowledges that the Bank is under no obligation to refer to the Customer to verify any such information or instructions.

10) The Bank shall be entitled to consider any and all information and/or instructions received from the Customer through the Internet banking Services as complete and final and the Customer acknowledges and accepts that the Bank shall be under no obligation to accept any amendments or cancellations to such information and/or instructions.

11) The Customer acknowledges that the availability of the Internet Banking Services depends on the availability of services provided by other third party service providers. Accordingly, the Bank shall not in any way or form be responsible if the Customer is unable to access and/or utilize the Internet Banking Services due to any reason beyond the Bank's control including, but not limited to, any technical, communication or network malfunction or breakdown.

12) In relation to remittance services provided through the Internet Banking Services, the Bank shall not be liable for failure to effect such remittance instructions due to lack of sufficient available funds in the Customer's account(s), errors in beneficiary details, failure to identify the beneficiary or delay in payment to the beneficiary at the receiving destination.

13) In relation to bill payment services, the Bank shall not be liable for any loss, damage or penalties imposed on the Customer or any other consequences that may arise from partial, incomplete, late or failed transfer to any payee nominated under the Internet banking Services due to reasons beyond the Bank's control.

14) The Bank shall not be liable for any loss or damage that may arise or be incurred directly or indirectly by reason of the Bank's carrying out or failure to carry out the Customer's transactions or instructions due to any malfunction or failure of the Internet Banking Services.

15) The Customer agrees that the Internet Banking Services are provided exclusively for the benefit and service convenience of the Customer. The Bank shall not be liable in any manner or form for providing the Internet Banking Services.

16) The Customer irrevocably and unconditionally authorizes the Bank to access the Customer's Account(s) for effecting banking and/or other transactions performed by the Bank through the Internet banking Services or otherwise for providing the Customer with any information sought by the Customer through access to the Internet Banking Services.

17) The Customer acknowledges that the Bank shall not be liable for any unauthorized transactions occurring through the use of Internet Banking Services. The Customer also agrees to fully indemnify and hold the Bank harmless against any action, suit, and proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. The Bank shall under no circumstance be held liable to the Customer should access to Internet Banking Services become unavailable in the desired manner for reasons beyond the Bank's control including, but not limited to, natural calamities, legal restraints, and faults in the telecommunication network or network failure.

18) The Customer hereby agrees that under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the Internet Banking Services shall render the Customer liable for payment of financial charges as decided by the Bank from time to time, or will result in suspension of the operations through the Internet Banking Services.

19) The Customer agrees that any use by the Customer of the Internet Banking Service shall constitute acceptance of these terms and conditions.

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