

Please fill-in all the details in capital letters and sign in Section 3

Note: Fields marked with an asterisk are mandatory

SECTION 1: Personal Information

Title of Account* (Mr/Mrs/Ms)

Primary Account Number/IBAN*

Mobile Number*

Email address*

SECTION 2: Registration/ User Profile Maintenance

New Internet Banking user

User ID will be couriered to the registered address with the Bank. To collect the PIN mailer please contact the branch where your account is held. Your Internet Banking user ID will be activated within one business day after the PIN mailer is collected.

Existing Internet Banking User

Internet Banking User ID* Forgot password Enable Locked user ID

SECTION 3: Authorization

I hereby authorize and request National Bank of Fujairah to enable the above mentioned service(s).

Date*

D D M M Y Y

Signature*

SECTION 4: Bank Use Only

Branch Name CIF No:

Signature Verified By Date:

D D M M Y Y

Authorized By Date:

D D M M Y Y

RETAIL BANKING - Terms & Conditions

The Customer (hereinafter referred to as "Subscriber") enjoys a relationship with the Bank and has applied for the provision of the Internet Banking Service ("Service") through the designated application form ("Application Form") and the Bank has agreed to grant the Subscriber access to the Service.

Therefore, both Parties have agreed as follows:

1. Definition:

Accounts: means the account or accounts of the Subscriber with the Bank which shall be accessed through the Service.

Functionalities: means all Financial and Non-Financial Transactions available on the Service and whereas the Subscriber has submitted an Application Form to avail the following:

- (i) **Financial Transaction:** means all transactions that involve any exchange of funds and/or monies within the Subscriber's Account(s) or third parties' account(s).
- (ii) **Non-Financial Transactions:** means all transactions that do not involve any exchange of funds and/or monies within the Subscriber's Account(s) or third parties' account(s).

NBF Direct: is the brand name of the Internet Banking delivery channel launched by National Bank of Fujairah psc. **Password:** means the secret alphanumeric code set and maintained by each User which together with the User ID and any other methodology that the Bank may choose to adopt for better security, in its sole discretion, allows a User to access the Service.

Service: means all or any of the functionalities on the Internet Banking delivery Channel provided by National Bank of Fujairah over its website under the brand name **NBF Direct** and is in addition to and in conjunction with any other normal banking delivery channel such as Branch banking, IVR, ATM etc.

User: means an individual authorised to access the Service

User ID: means the unique alphanumeric code provided by the Bank. It allows an authorised User to access the Service for the specific functions permitted to the User, when used in conjunction with the password and any other methodology that the Bank may choose to adopt for better security, in its sole discretion.

2. Use of Service:

- Use of the Service is permitted only upon the Bank allowing access to the Subscriber. The Bank reserves the right to require further documentation prior allowing such access.
- Upon access to the Service the User shall have full access to all Functionalities comprised therein as applied for and, for the purpose of internal records may (a) download and store data on hard disk and (b) print hard copies of certain pages.
- The Subscriber may freeze/cancel access rights at any time by sending a prior written notification to the Bank confirming the cancellation of access to the Service. The Subscriber will continue to be liable for any Transactions submitted until the Bank confirms in writing that the internal records of the Bank had been amended and that the access has been cancelled.

3. Instructions and Transactions:

- 3.1 The Subscriber irrevocably authorises the Bank and shall be fully responsible to accept and act upon instructions for Financial and Non-Financial Transactions given to the Bank.
- 3.2 The Subscriber shall be liable for all monies due arising from instructions given to the Bank and liabilities incurred in accordance with the Bank's Schedule of Charges.
- 3.3 The Subscriber accepts that a payment request submitted to the Bank cannot be treated as evidence of the Bank having paid or agreed to pay the sum so requested.
- 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 UAE from Saturday to Thursday. 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.
- 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 normal business timings of the Bank.
- 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.

3.7 The Bank will not act on any instructions via public email nor will the Bank or the Subscriber transmit to the other any information of a sensitive nature via public email. In the event that a public email system is used by the User(s), the Bank shall in no circumstances be liable for any loss or damage arising from such use.

3.8 The Bank shall not be responsible for any payments to any third party arising out of erroneous input of the User(s).

3.9 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. Security:

- 4.1 The Bank undertakes to use reasonable care to ensure that in no way or manner shall the Password become known to any of the Bank's employees or agents. 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.
- 4.2 The Subscriber undertakes not to disclose the Password, and any other methodology that the Bank may choose to adopt, to any person and the Subscriber is entirely responsible for ensuring that the Password and/or any other methodology that the Bank may choose to adopt are kept secret and not used by any one else for any fraudulent purpose. In the event of the Password and/or any other methodology that the Bank may choose to adopt becoming known to someone, that person may be treated by the Bank as an authorised User(s) and the Bank shall not be responsible for any loss or damage which may occur as a result of the Password and/or any other methodology that the Bank may choose to adopt becoming known to others. If the Subscriber knows or suspects that someone else has learned its Password or any other methodology that the Bank may choose, the Subscriber shall freeze/cancel the Service and inform the Bank immediately.
- 4.3 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.
- 4.4 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 Subscriber 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.

5. Limitation of Liability:

- 5.1 With the exception of gross negligence and/or wilful misconduct committed by the Bank, the Bank shall not be responsible for any damage or loss incurred by the Subscriber resulting from the use of Service.
- 5.2 The Bank shall not be responsible or have any liability to the Subscriber or anyone else for indirect or consequential losses or damages.

6. Termination:

- 6.1 The Bank reserves the right, in its sole discretion, to terminate the Agreement and the Subscriber's use of the Service by giving 10 business days prior written notice to the Subscriber.
- 6.2 The Subscriber may terminate this Agreement and the use of the Service by giving 10 business days prior written notice to the Bank, whereas the Subscriber shall be responsible for the immediate disconnection of the Service.

7. Events of Default:

- The Bank may terminate the access to the Service with immediate effect if:
- 7.1 the Subscriber ceases to maintain an Account with the Bank in the United Arab Emirates;
 - 7.2 the Subscriber's relationship with the Bank or any other banking activity has terminated;
 - 7.3 upon making of an administration order in relation to the Subscriber or the appointment of a receiver over, or an encumbrances taking possession of or selling an asset of the Subscriber;
 - 7.4 upon the Subscriber making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors; or
 - 7.5 The subscriber notifies the Bank of changes in the status of the Subscriber which are unacceptable to the Bank