

This Agreement is made on

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Between;

- 1)
- having its address at
- represented by (herein referred to as "the Subscriber")

And

- 2) **National Bank of Fujairah P.S.C.**, Dubai Branch, Khaled Bin Al Waleed Street, Bur Dubai, National Bank of Fujairah Building, , PO Box 2979, United Arab Emirates, (herein referred to as "the Bank").
(This agreement shall be binding on the parties hereto and on their respective successors, assigns and heirs)

Whereas;

The Subscriber enjoys a relationship with the Bank;

The Subscriber has applied for the provision of the Service ("Application Form") and the Bank has agreed to grant the Subscriber access to the Service; and both Parties have proposed to document herein their respective rights and responsibilities for the access to, use and provision of the Service.

The preamble in addition to the Application Form shall be considered as an integral part of this Agreement.

Therefore, both Parties have agreed as follows:

1. Definition:

Accounts: means the Islamic account or Islamic 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 transaction that involves any exchange of funds and/or monies within the Subscriber's Account(s) or third parties' account(s).
- (ii) Non-Financial Transactions: means all transaction that does 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 one or more individuals authorised by the Subscriber 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:

- 2.1 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.
- 2.2 Upon access to the Service being permitted on behalf of the Subscriber, a User has 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.
- 2.3 The Subscriber, however, may choose to restrict usage of the Service for an Individual User in whichever manner it deems fit and may freeze/cancel access rights of any User at any time by sending a prior written notification to the Bank confirming the cancelling of the Individual User. The Subscriber will continue to be liable for any Transactions submitted by the Individual User until the Bank confirms in writing that the internal records of the Bank had been amended and that the access for the Individual User has been cancelled.

3. Instructions and Transactions:

- 3.1 The Subscriber irrevocably authorises the Bank to accept and act upon instructions for Financial and Non- Financial Transactions for the Users given to the Bank.
- 3.2 The Bank will accept Financial Transaction only when accompanied by any methodology that the Bank, in its sole discretion, may choose to adopt for better security.
- 3.3 The Subscriber holds full responsibility for all Transactions initiated by any of the User(s) and shall be responsible also to cancel the access of any User(s), as and when deemed necessary, and inform the Bank of any such cancellation within 2 business days.
- 3.4 The Subscriber shall be liable for all monies due arising from instructions given by the User(s) to the bank and liabilities incurred in accordance with the Bank's Schedule of Charges.
- 3.5 The Subscriber accepts that the payment request submitted by the User(s) to the bank cannot be treated as evidence of the Bank having paid or agreed to pay the sum so requested.

- 3.6 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.
- 3.7 The Subscriber agrees that the bank shall in no circumstances be liable for any loss or damage arising from payment requests submitted by the User(s) 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.
- 3.8 The Subscriber accepts that any transaction will be completed as and when the process is successfully concluded, provided all other requirements are met.
- 3.9 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 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.
- 3.10 The Bank shall not be responsible for any payments to any third party arising out of erroneous input of the User(s).
- 3.11 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 User(s) 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 (and shall procure that the User(s) undertake) 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 other than the User(s), 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 or a User(s) 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 User(s) and inform the Bank immediately.
- 4.3 The Subscriber undertakes to limit access to the Service to properly authorised persons and through the use of security procedures implemented and enforced by the Bank.
- 4.4 The Subscriber agrees and undertakes to procure the User(s) to agree to treat the access rights, documentation or any other information related to the Service, strictly private and confidential at all times.
- 4.5 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 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 any of its User(s) 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:

- 1.1 the Subscriber ceases to maintain an Account with the Bank in the United Arab Emirates;
- 1.2 the Subscriber's relationship with the Bank or any other banking activity has terminated;
- 1.3 upon the Subscriber's passing a resolution for its winding up or court of competent jurisdiction making an order for the Subscriber's winding up or dissolution;
- 1.4 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;
- 1.5 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
- 1.6 The subscriber notifies the Bank of changes in the status of the Subscriber which are unacceptable to the Bank.

8. Bank's Record

The Bank's records shall in the absence of manifest error be conclusive and binding on the Subscriber.

9. All other Terms and Conditions of Account Opening and/or Banking Facilities provided by the bank to the Subscriber will remain in force and applicable.

10. Governing Law and Jurisdiction

This Agreement shall be governed by the Laws of the United Arab Emirates and the Civil Courts of the Dubai will have jurisdiction over this Agreement. In witness hereof, the parties set forth below have executed this Internet Banking Services Agreement

In witness hereof, the parties set forth below have executed this Internet Banking Services Agreement

For and on behalf of the Subscriber:

Authorised signature

Authorised Signatory

For and on behalf of National Bank of Fujairah PSC

Authorised signature

Authorised Signatory