

## SPECIFIC CONDITIONS APPLICABLE TO NET BANKING

" **Bank**" means ADCB Bank Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949

"**Customer**" means the any customer of ADCB Bank

"**Internet**" refers to a network of computers and other electronic devices which share and exchange information and is at once a worldwide broadcasting capability, a mechanism for information dissemination, and a medium for collaboration and interaction between individuals and their computers without regard for geographic location.

"**Net Banking**" means availing of the facilities offered by the Bank to carry out various transactions or avail of the information over the Internet.

Software and Hardware:

The Customer shall at its cost, procure, maintain and update/upgrade all such software and computer & communication systems which are compatible with the Bank's system, as applicable, from time to time, to avail and use Net Banking. The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems of the Customer and that the same shall be the sole responsibility of the Customer.

Customer should not access the Net Banking using any computer or other device, which he does not own without the owner's permission to do so. If the Bank suffers any loss due to breach by Customer of this condition then he must compensate the Bank for the same.

Use of Digital Signatures / smart cards / biometrics and Opening Online Accounts

The Bank reserves the right and discretion to permit the use of digital signatures using the Public Key Infrastructure System as provided for under the Information Technology Act, 2000/ biometrics for opening a Bank Account online and operating such Bank Account or the existing Account, as per Banks' policy or as and when the law authorises and technology facilitates such transformations.

Virus Protection

Customer must take all reasonably practicable measures to ensure that Customer's system or any computer or other equipment or device from which Customer accesses the Net Banking Service is free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms ("Viruses") and is adequately maintained in every way.

While, the Bank will take all steps to prevent introduction of virus / other such destructive materials on the Website, it does not represent, warrant or guarantee that the Website or the Content downloaded from the Website or Linked Websites do not contain such virus or destructive materials. Bank is not liable for any damage or harm attributable to such virus or destructive materials.

Linking Of Accounts Of The Customer

All accounts linked to the customer's Customer Reference Number may be accessible through Net Banking, subject to Bank's rules. However rights to transactions will depend on the customer's operating mandate on that account.

Additionally, in case of more than one holder, Net banking access shall be given to the Customer subject to agreement from all co holders in the forms prescribed by the Bank.

Customer Identification and Authentication

The Customer grants express authority to the Bank for carrying out transactions received by the Bank through Net Banking post authentication and the same will be deemed to have emanated from such Customer. The Bank shall have no obligation to verify the authenticity of any transaction received from the Customer or purporting to have been sent by the Customer other than by means of verification of the Password. The Bank will not be liable for acting in good faith on such instructions. The Bank may at its sole discretion decide not to carry out any instruction/s through Net Banking where the Bank has reason to believe that the instruction/s are not genuine or otherwise improper or unclear or raise a doubt. If the Bank believes that an instruction over Net Banking may not have been properly authorised by Customer, the Bank may after making reasonable efforts to check whether it was properly authorised, refuse to carry out such instruction or to take steps to reverse any action taken on the basis of that instruction. Bank will not be responsible for any loss to Customer / third party that results from such a refusal/reversal.

Password(S)/Access

The Customer will be allotted Passwords/ User ID by the Bank to avail of the Net Banking Services. The Bank shall send the same in a tamper proof sealed envelope ("Mailer"). The Customer shall ensure that the Mailer is received in a sealed envelope with out any tampering, and if not, the Customer shall forthwith inform the Bank immediately in writing or by phone.

After the first successful login, the user may change the password and create a Nick Name which may be used to Login into Net banking. The Terms and Conditions governing User ID is also applicable for Nick name.

Customer's access to Net Banking will be disabled if wrong password is entered successively three times (or number of attempts as decided by the Bank from time to time). In such event the Bank may automatically reactivate access after a specific interval.

The Bank may decide to disable password in case the Services are not used for a continuous period as decided by the Bank. The Customer may also request for temporary disabling of access. To reactivate access to Net Banking, the Customer must intimate the Bank by way of a letter, phone or such other mode as may be prescribed by the Bank, providing certain details as may be required or prescribed by the Bank and the information so sent shall be deemed to be correct.

Security And Confidentiality Of Password

Customer agrees and acknowledges that he shall be solely responsible for maintaining secrecy of his Account details and Passwords. Customer must comply with any other requirements designed to protect the security of his use of the Net Banking, which are set out in the guidelines or notified to Customer from time to time.

To ensure that the Customer alone is able to access and give instructions through Net Banking, he must at all times comply with the following security procedures. (i) Change his Password regularly or if so required by the Bank; (ii) Not choose a Password, which he has used before or which is likely to be guessed by anyone; (iii) To safeguard his Passwords at all times and not to disclose any details of his Password to anyone else (including to Joint Account Holder or a member of the Bank staff); (iv) Not record Passwords in a way whereby it will be legible or accessible to any third party; (v) Preferably memorize Passwords and then destroy any record of it; (vi) Not allow anyone to operate Net Banking on his behalf; (vii) Not leave any system unattended while he is logged on to Net Banking and each time he goes away from such system to log-out from Net Banking; (viii) Not access Net Banking from any equipment or device connected to a local area network (or LAN), such as an office environment, without first ensuring that no one else is able to observe or copy his Passwords. The Customer shall indemnify the Bank if any loss is suffered by the Customer due to failure to comply with the above security procedures.

If Customer discovers or suspects that his Password or any part of it is known to someone else, he must immediately change the Password himself through Net Banking. If this is not possible, Customer must notify the Bank immediately at the Bank branch during banking hours or through the phone. The Bank

may suspend access until new Passwords have been set up. Any transaction done prior to such a notification shall be entirely at the Customer's risk and cost.

#### Liability Of The Customer/Rights Of The Bank

The Bank may apply such technology as it deems fit to ensure the security of and prevent unauthorized access to Net Banking. The Bank shall endeavor to use the best technology, but the Customer understands that due to the nature of technology, it may not be possible to keep the system foolproof and tamperproof at all times. The Customer acknowledges and unconditionally accepts and agrees that in no way shall the Bank be or held responsible if the Customer incurs a loss as a result of misuse/unauthorised use of Net Banking and/or Password or as a result of information being disclosed by the Bank regarding his Bank Account/s to any Person or carrying out the transaction or instruction received through Net Banking. If the Customer fails to observe the security and confidentiality requirements he may incur liability for unauthorized use. The Bank does not assume any responsibility on this behalf under any circumstances. Customer is aware of the risks, responsibilities and liabilities involved in Net Banking and has after having due consideration availed of the same. Customer represents and warrants that he has a complete working knowledge of computers / electronic machinery, e-mail and the Internet, which will enable him to avail the Net Banking. The Bank shall not be responsible due to loss (es) suffered by the Customer from any misuse/ unauthorized use of the Net Banking password chosen by the Customer.