شروط وأحكام العمليات المصرفية للشركات عبر الإنترنت

Business Internet Banking Terms & Conditions
Effective from: 1 September, 2015

IMPORTANT: These Business Internet Banking Terms and Conditions create legally binding obligations between you – the «Customer», and us – the «Bank», with regard to the provision of Business Internet Banking Services that the Bank provides in relation to the operation of your Business Account(s). These Business Internet Banking Terms and Conditions supplement the Business Account Terms and Conditions applicable to Business Accounts and in the event of any inconsistency between any provision of these Business Internet Banking Terms and Conditions and any other terms and conditions issued by us, the provisions of these Business Internet Banking Terms and Conditions will prevail in relation to any matter concerning Business Internet Banking. They are applicable with effect from the above mentioned date.
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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Business Internet Banking Terms and Conditions, the following capitalized defined terms shall have the meanings ascribed below unless the context shall otherwise require:

«Business Account» - means any and all UAE Dirham and/or any foreign currency account(s) of the Customer with the Bank including any account subsequently opened or established with the Bank from time to time and which we allow the Customer to register using the Business Internet Banking Service.

«Application» means an application to the Bank in such form and substance and made in such manner as may be required by or otherwise acceptable to the Bank for the provision to the Customer of any one or more of the facilities, services or products which the Bank may from time to time make available or provide through the Business Internet Banking Service.

«Authorized» means authorization, whether explicitly or implicitly provided by the Customer.


«Banking Day» means a day on which the Bank is open for business in UAE.

«Business Account Opening Form» means the Business Account Opening Form provided by the Bank prior to the opening of the Business Account and duly completed with all requested information, signed and returned to the Bank.

«Business Account Terms and Conditions» means the general terms and conditions relating to the Business Account.

«Business User» means a person Authorized by the Customer from time to time to access and use the Business Internet Banking Service at the level indicated on the Application.

«Computer» means any device or electronic equipment of any kind used to access Business Internet Banking including without limitation PCs, mobile telephones, smart telephones and tablet computers.

«BIB Contact Centre» means the Bank’s customer contact centre which may be reached by telephone at: 800 54 2 5454, or via email at: wecare@alkhaliji.ae twenty four hours a day seven days’ a week for general customer queries related to the BIB Service.

«Customer» - means an account holder and its authorized signatories empowered to give Instructions named in a Business Account Opening Form in respect of a Business Account held with the Bank.

«Electronic Payment Instruction» - means any Instruction

«Electronic Payment Instruction» - means any Instruction
1. DEFINITIONS

given by the Customer to the Bank via any of the following mediums: Short Messaging Service («SMS»), Multi Media Messaging Service («MMS»), Electronic Mail («e-mail»), Business Internet Banking Service or other electronic banking services, given or transmitted to the Bank via the Business Internet Banking Service.

«Electronic Payment Instruction Facility» means a facility provided to the Customer by the Bank allowing for the use of Electronic Payment Instructions.

«Instruction» means any request or instruction issued (either in writing or such form as the Bank may require or permit) to the Bank by the Customer to open, close and/or operate the Customer’s Business Account(s) or instructions issued by a Business User in accordance with the authority conferred on them by the Customer in an Application.

«Internet Banking Website» – means www.alkhaliji.ae or any other website from time to time used to access the Business Internet Banking Service.

«Loss» means any and all injuries, liabilities, losses (including indirect and consequential losses), damages, costs, charges and/or expenses of whatsoever nature or however arising, including legal fees on a full indemnity basis.

«One Time Password» means any number, password or other names, phrases, symbols or codes, whether issued or assigned by the Bank to a Customer or a Business User to enable them to access any Business Account and/or to utilize the Business Internet Banking Service on behalf of or for the account of the Customer and includes any other number, password, name, phrase, symbol or code issued, assigned or selected in replacement thereof pursuant to the Business Internet Banking Service registration process. For the avoidance of doubt, references to Password includes One Time Passwords («OTP»).

«Business Internet Banking («BIB») Service» means the business internet banking service provided by the Bank via its Internet Banking Website to the Customer and/or its Business Users to access information and issue Instructions relating to the Business Account.

«Password» - means the confidential password selected by the Customer or any Business User in connection with the BIB Service to be used by the Customer and/or a Business User in conjunction with the relevant User ID and authentication code to access the BIB Service.

«UAE CB» means Central Bank of United Arab Emirates.

«Statement of Account» – means a statement of account showing the balance and any debits and credits made in relation to the Business Account in the relevant period that such statement of account is issued.

«Internet Banking Website» – means the website www.alkhaliji.ae or any other website from time to time used to access the Business Internet Banking Service.

«Business Internet Banking («BIB») Service» means the business internet banking service provided by the Bank via its Internet Banking Website to the Customer and/or its Business Users to access information and issue Instructions relating to the Business Account.

«Password» - means the confidential password selected by the Customer or any Business User in connection with the BIB Service to be used by the Customer and/or a Business User in conjunction with the relevant User ID and authentication code to access the BIB Service.

«UAE CB» means Central Bank of United Arab Emirates.

«Statement of Account» – means a statement of account showing the balance and any debits and credits made in relation to the Business Account in the relevant period that such statement of account is issued.
1. DEFINITIONS

«User ID» – means the identification characters or number (whether or not alpha-numeric) issued and assigned by the Bank for use by the Customer and/or Business User in conjunction with the relevant Password and authentication code to gain access to the BIB Service and for the purpose of enabling the Bank to verify and authenticate the identity of such a Business User for its access to the BIB Service and includes any other characters or numbers so assigned or selected in replacement thereof.

2. GENERAL

2.1 The Customer and the Bank agree that the Services (as defined below) shall be supplied to the Customer in accordance with these Business Internet Banking Terms and Conditions that constitute a legally binding agreement between the Customer and the Bank. They are applicable to all new and existing Business Accounts for which BIB Services have been requested or applied for by the Customer.

Amendments and Variations to Business Internet Banking Terms and Conditions
2. GENERAL

The Bank reserves the right to amend, vary or supplement these Business Internet Banking Terms and Conditions from time to time by giving notice in writing to the Customer, by displaying a notice of any change at its branches in UAE, by providing notification on its Internet Banking Website, or by any other method deemed appropriate by the Bank. Any amendment, variation or modification shall take effect from the date specified in such notice.

The current version of these Business Internet Banking Terms and Conditions are always available online on the Internet Banking Website.

3. BUSINESS INTERNET BANKING SERVICES

3.1 Services

The BIB Service enables the Customer to:

3.1.1 View Business Accounts and/or give the Bank Instructions (if so required) and agree terms and conditions in relation to services you receive from the Bank and Business Accounts and products that you have with the Bank, being Accounts, services and products which are from time to time the subject of the BIB Service; and

3.1.2 Initiate applications, place orders, make arrangements, give Instructions and conclude contracts and transfer of monies for or relating to services and products of any kind which the Bank may offer from time to time and agree or authorize any other matter with the Bank relating to an Account(s).

3.2 By these Business Internet Banking Terms and Conditions the Customer authorizes the Bank to:

(a) act on and accept the Customer’s Instructions apparently given by any Customer or Business User in respect of any of the matters referred to in Clause 3.1.1 and to act on and accept the Customer’s Instructions apparently given by any Business User in respect of any of the matters referred to in Clause 3.1.2; and

(b) add to Business Internet Banking all of the Customer’s Business Accounts, whenever opened.
3. CHANGES TO THE TERMS AND CONDITIONS

The BIB Services which the Bank may vary from time to time include, without limitation, obtaining balances on Business Accounts, a choice of payment methods including overseas payments up to a daily limit (if applicable), bulk payments up to a daily limit subject to Application, forward dated payments, viewing of transaction details of payments made, transfers between Business Accounts, creating, viewing, amending or cancelling standing orders, setting up access and control rights for Business Users online to access the BIB Services. The BIB Service availability may vary depending on the type of Computer (such as hand held devices) used to access the Business Internet Banking Website. The Bank may make operational changes to and alter the facilities and services available as part of the BIB Service at any time. The Bank will notify you of any material changes by placing a message on its Internet Banking Website and/or any other communication channel as determined by the Bank from time to time.

The Bank may send you electronic messages by way of email, sms or other similar means of contemporaneous communication, regarding Customer Business Account(s) from time to time. Customers should check each of these messages every time you access the BIB.

Customer Instruction

3.1.3. The Bank will only act on an Instruction issued via the BIB Service, where access to BIB appears to have been obtained using the appropriate User ID, Password(s) and authentication code. The Customer or such Business User agrees that the Bank may treat that Instruction as being issued by the Customer and the Bank shall be under no other obligation to check the Instruction’s authenticity.

3.1.4. If the Customer makes a request to the Bank to modify or cancel any Instruction, the Bank will take reasonable steps to comply with such a request. However, the Bank shall not be liable for any Loss, failure to cancel or modify that Instruction if the Bank receives that request at a time or under circumstances that render it unable to comply with that request.

3.1.5 Where any Instruction to the Bank is inaccurate or incomplete, the Bank shall not be liable for any Loss or delay arising from the inaccuracy or incompleteness of such Instruction. The Customer shall be solely responsible for ensuring the accuracy and completeness of its Instruction.

3.1.6 The Bank may, at its absolute discretion and without liability, refuse to act on or delay acting on any Instruction if it knows of or suspects a breach of security in respect of or in connection with the operation of one or more of the Business Accounts or the BIB Services generally or if it has terminated these Business Internet Banking Terms and Conditions pursuant to Clause 5. If the Bank does not act on or delays acting on an Instruction, the Customer shall be informed of this as soon as is reasonably practicable where not unlawful to do so.

تشمل تغييرات شروط العمليات المصرفية للشركات عبر الإنترنت التي قد تتم، التغييرات التي تطرأ على الشروط والأحكام.

تشمل خدمات العمليات المصرفية للشركات عبر الإنترنت التي قد تتم، التغييرات التي تطرأ على الشروط والأحكام.

3. التغييرات التي تطرأ على الشروط والأحكام
3. CHANGES TO THE TERMS AND CONDITIONS

3.1.7. All Instructions received by the Bank from the Customer on any day after the time stipulated by the Bank as the latest time by which Instructions may be received and acted on (the «cut-off» time) as displayed on the Business Internet Banking website - www.alkhaliji.com, may be treated as Instructions effected or made on the next Banking Day.

3.1.8. The Bank’s record of transactions processed by the use of the BIB Service shall be conclusive and binding for all purposes and acceptable as documentary evidence. The Customer agrees not to object to the admission of the Bank’s records as documentary evidence in any legal proceedings on the grounds that such records are not originals, are not in writing or are records generated or otherwise produced by a computer system.

3.1.9. The Bank shall debit the Customer’s Business Account with the amount of any withdrawal or transfer effected by use of the BIB Service. The Bank will permit withdrawals by the issuance of Instructions via the BIB Service and other electronic banking services. Instructions which are effected in currencies other than the Business Account currency will be debited to the Customer’s Business Account after conversion into the currency of transfer at the prevailing exchange rate. The foreign exchange rate agreed with the Bank will be used to process the Instruction. In the event of any dispute as to the applicable foreign exchange rate, the Bank’s decision shall be final and conclusive.

3.1.10. Where the Bank provides an Electronic Payment Instruction Facility to the Customer (whether by the BIB Service or other electronic banking services), in addition to any specific terms which may be separately notified, the following shall be applicable:

(i) The Bank may at any time at its discretion, suspend, cancel or vary any such facility including suspending or withdrawing all or any part of the BIB Service to undertake maintenance or updates to the BIB Service or where it otherwise considers it necessary or advisable to do so.

(ii) The Customer acknowledges that the Bank will act as an intermediary to transfer funds from the Business Account and (a) shall not be responsible for; (b) shall not be a party to; and (c) hereby agrees to indemnify and hold the Bank harmless from, any dispute or inquiry regarding the correctness of the payment or service.

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CHANGES TO THE TERMS AND CONDITIONS

3.11 The Customer shall at all times remain liable for any transactions made by use of the BIB Service and shall indemnify the Bank against all loss, damage and expense (including without limitation all legal costs) howsoever caused which the Bank may sustain or incur arising directly or indirectly out of or in connection with any misuse/unauthorized use or purported misuse by the Customer of the BIB Service and/or any One Time Password, Password or authentication code.

3.12 The Bank does not warrant that the information made available through the BIB Service is accurate, complete or up to date at the time that it is accessed through the BIB Service respectively.

3.13 The Bank makes no warranties as to the availability of the BIB Service and accepts no liability arising in the event of their unavailability.

3.14 The Bank may suspend or cancel the Customer’s or any Business User’s access to the BIB Service from time to time.

3.15 The Bank shall use reasonable endeavor to give notice of any suspension, cancellation or withdrawal of the BIB Service pursuant to Clause 3.1.14. (above) but in each case, failure to give such notice shall not impose any liability on the Bank for any loss or damage arising in the event of the unavailability of the BIB Service.

3.16 Where the Customer or any Business User has not accessed or issued Instructions in relation to the Business Account via the BIB Service for a period in excess of 12 months, the Bank may cancel and withdraw the BIB Service from use by the Customer or any Business User.

3.17 The Bank may place messages or directions on its Internet Banking Website (including notice of changes to the Business Internet Banking Terms and Conditions), to our Business Account Terms and Conditions and to our published charges, prices and rates. The Customer should check the Bank’s Internet Banking Website regularly for such messages or directions.
3. CHANGES TO THE TERMS AND CONDITIONS

3.2 Security

3.2.1. The Customer shall, and shall procure that each Business User shall, comply with these Business Internet Banking Terms and Conditions, and any other reasonable instructions or recommendations the Bank may issue to the Customer regarding security in relation to the use of BIB Services.

3.2.2. The Customer acknowledges that security is a paramount concern in its access to and use of the BIB Services and agrees that it is solely responsible for the set-up, maintenance and review of its security arrangements, its telecommunication, Computer or system and information stored therein and the Customer’s and any of the Business Users’ control of User ID, Passwords and access to BIB Service. The Customer shall and shall procure that each Business User shall keep the User ID, Password and authentication code secure and secret at all times and take all reasonable steps to prevent unauthorized access to or use of each or any of them.

3.2.3. The Customer must notify the Bank immediately by telephoning the Bank’s Contact Centre, of any suspected or actual breach of Clause 3.2.2. (above) and/or the BIB Service or any unauthorized transaction or Instruction or if the Customer suspects someone else knows the User ID and Passwords of one or more of the Business User (s). In the event of any such breach or suspected breach of security, the Customer must ensure that all the Business User (s) change their Passwords immediately. The Customer agrees to comply immediately with all reasonable requests for assistance from the Bank and/or the police in trying to recover any Loss or identify actual or potential breaches of security.

3.2.4. If a Business User is leaving the employment of the Customer or is no longer Authorized or instructed by the Customer to utilize BIB Services for any reason whatsoever or if the Customer suspects any impropriety on the part of any Business User in connection with the use of the BIB Service, the Customer must immediately:

(a) inform the Bank;
(b) prevent further access to the BIB Service by that Business User, including but not limited to submitting a request or Instruction to the Bank to revoke the Business User’s User ID and Password; and
(c) Take all steps to ensure that the Business User is replaced.
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CHANGES TO THE TERMS AND CONDITIONS

Business Internet Banking is accessed through the internet which is a public system over which the Bank has no control. It is the Customer’s duty to make sure that any Computer is free from and adequately protected against acquiring spyware, computer viruses and other invasive, destructive or disruptive components and has installed on it up to date (and where relevant regularly run) anti-virus and anti-spyware software, a firewall and security patches.

3.2.5. The Customer hereby requests and authorizes the Bank from time to time to act upon any request or Instruction to re-set any User ID or Password, or to specify the method by which the Customer or Business User can make such request or Instruction. In addition, the Customer agrees that the Bank shall not be liable to the Customer or any third party for any loss or damage suffered by the Customer or any third party arising from any such request or Instruction being unauthorized or fraudulent.

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CHANGES TO THE TERMS AND CONDITIONS

4. MISCELLANEOUS

4.1. Transactions – compliance with law

4.1.1. The Bank may refuse to make or accept any payment or act upon any Instruction if it believes that doing so might constitute or cause the Bank to be in breach of any law or regulation of any country applicable to the payment or the Instruction. The Bank will not be liable to the Customer, or to any third party, for any Loss arising as a result of any such refusal save in the case of fraud, gross negligence or willful misconduct.

4.1.2. The Bank shall not be liable to the Customer for any delay in the making or receipt of payments or acting upon any Instruction howsoever issued if such delay arises as a result of the Bank endeavoring to comply with the rules, regulations or laws of any jurisdiction, which govern the Bank.
4. **CHANGES TO THE TERMS AND CONDITIONS**

4.1. The Customer acknowledges that the Bank may from time to time be required to disclose certain Information in relation to the Customer, any Business Account(s), investment(s), collateral, asset(s) or securities held by the Bank and transactions entered into by the Customer by regulatory or other authorities, bureaus including administrative bodies, by judicial order or as instructed by any other governmental authority. The Customer authorizes the Bank to disclose such information and confirms that the Bank shall not be liable to the Customer for any such disclosure in any way whatsoever.

4.2. **Events beyond the parties’ control**

Neither the Bank nor the Customer will be liable for delay in performing or failure to perform any of its obligations under these Business Internet Banking Terms and Conditions which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, acts of terrorism, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes. Any delay or failure of this kind will not be deemed to be a breach of these Business Internet Banking Terms and Conditions and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

4.3. **The Bank’s liability to the Customer and the Customer’s liability to the Bank**

4.3.1. The Bank shall not be liable to the Customer for any Loss caused by or arising from any one or more of the following events or matters, howsoever caused or occurring (other than through the Bank’s gross negligence or wilful default):

(a) any incompatibility between the Customer’s Computer and the BIB Service, including but not limited to any adverse outcome, damage, loss, disruption, violation, irregularity or failure arising from the use of or reliance on Computer hardware, software, online networks and/or Internet browsers (such as Microsoft Explorer or Safari or Firefox);

(b) any virus, default, defect, deficiency, harmful component or malfunction in and/or any breakdown, disruption or failure of any software or any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Bank, the Customer, any Business User, or any other person and whether or not used in the provision or operation of any Business Account or Service), including but not limited to:

4.4. **Changes to the Terms and Conditions**

The Customer acknowledges that the Bank may from time to time be required to disclose certain Information in relation to the Customer, any Business Account(s), investment(s), collateral, asset(s) or securities held by the Bank and transactions entered into by the Customer by regulatory or other authorities, bureaus including administrative bodies, by judicial order or as instructed by any other governmental authority. The Customer authorizes the Bank to disclose such information and confirms that the Bank shall not be liable to the Customer for any such disclosure in any way whatsoever.
4. CHANGES TO THE TERMS AND CONDITIONS

(i) the inability or failure of any such software, equipment or system to accept and/or recognize and/or properly and accurately store, process and/or transmit dates or data incorporating or relying on such dates, or the processing, storage and/or transmission of any inaccurate date or data by virtue of such inability or failure of any such equipment or system;

(ii) the failure of any such software, equipment or system (including any terminal) to accept, recognize or process any Password or User ID or Instruction; and

(iii) the transmission of any virus to any such software, equipment or system;

(c) any unauthorized or negligent use and/or access to information relating to the Customer’s Business Account(s), Instructions and other instructions issued by the Customer to the Bank as a result of the Customer’s use of the BIB Service (except where such access is obtained as a result of the Bank’s gross negligence or willful default);

(d) any loss or theft of any Business User’s User ID(s) and/or Password(s);

(e) any failure or refusal by the Bank to effect any Instructions given by the Customer or any Instructions, due to any order of court, notice, directive or any statute, regulation or by-law;

(f) any error(s) in transmission of the Customer’s Instructions(s);

(g) any inaccurate, corrupted or incomplete Instructions or any other instructions, data or information that might be transmitted through the BIB Service by the Customer or any Business User to the Bank;

(h) any failure of the Customer to follow the latest instructions, procedures, directions or recommendations for using the BIB Service;

(i) any delay in the payment, delivery or non-delivery of any document or material whatsoever under these Business Internet Banking Terms and Conditions, including any delay by third parties;

(j) any delay or refusal by the Customer to execute Instructions or other instructions that might be transmitted through the BIB Service;

(k) any loss resulting from the Customer’s reliance on any news, reports or any other information that may be provided as part of, or by means of the BIB Service;

(1) the inability or failure of any such software, equipment or system to accept and/or recognize and/or properly and accurately store, process and/or transmit dates or data incorporating or relying on such dates, or the processing, storage and/or transmission of any inaccurate date or data by virtue of such inability or failure of any such equipment or system;
4. CHANGES TO THE TERMS AND CONDITIONS

(l) any Loss associated with systems failures, processing errors, software defects, operating mistake, hardware breakdowns, capacity, inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents and inadequate recovery capabilities which may arise despite the Bank’s best efforts;

(m) any disclosure of any information to third parties arising as a result of the Customer’s or any Business User’s negligence or failure to keep the User ID(s) and Password(s) confidential;

(n) any cessation, interruption or delay in transmission or any wrongful interception of any Instruction through any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Bank or by any other person and whether or not used in the provision or operation of any Business Account or the BIB Service);

(o) any corruption or loss of any data (whether stored in any equipment, terminal or system, whether belonging to or operated by the Bank or the Customer) or instruction or in the course of transmission thereof through the internet or any computer or any electronic or telecommunications equipment, terminal or system used or operated by the Bank or any other person whether or not in connection with any Business Account or the provision or operation of the BIB Service, including any errors generated in the transmission of any data or Instruction;

(p) any cessation or interruption of the availability or operation of the BIB Service;

(q) any failure or refusal of the Bank or any other person to accept or honour any Instruction;

(r) any inaccuracy or incompleteness in any information obtained from the use of any facility or service comprising the BIB Service; and

(s) any breach of any of the Bank’s obligations or duties to the Customer caused by or arising from any one or more of the events or matters set out in any of the foregoing sub-paragraphs of this Clause 4.3.1.
4. CHANGES TO THE TERMS AND CONDITIONS

4.3.2. Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in these Business Internet Banking Terms and Conditions or in any other agreement between the Bank and the Customer, the Bank shall not be liable to the Customer for any direct, indirect or consequential Loss, or for punitive damages, whether arising from any breach of the Bank’s obligations to the Customer or otherwise.

4.3.3. No representation or warranty is made or given by the Bank to the Customer or any person and no obligation or liability is assumed by the Bank to the Customer or any person as regards the availability or continued availability or operation of any BIB Service or any service or facility through the BIB Service or any telecommunication or electronic equipment, system or terminal (whether or not provided, operated or maintained by the Bank or otherwise) notwithstanding any provision to the contrary in these Business Internet Banking Terms and Conditions.

4.3.4. In the event of incapacity, dissolution, insolvency, administration or bankruptcy (or other analogous event or proceedings) of the Customer the Bank shall not be liable for any loss pursuant to such which may arise from any dealings on the Business Account unless and until the Bank has received written notice of the same together with satisfactory documentary evidence as determined by the Bank. In such circumstances, the Bank shall suspend any dealings on the Business Account until a duly appointed administrator or court appointed officer or representative has been legally empowered to deal with the Business Account.
5. SUSPENSION AND TERMINATION

5.1. BIB Services may be terminated by the Bank at any time either with respect to any service or facility provided through the BIB Service or generally, without any prior notice being given to the Customer if the Customer commits a material breach of any provision of these Business Internet Banking Terms and Conditions or becomes insolvent under the laws of any applicable jurisdiction.

5.2. The Customer may terminate these Business Internet Banking Terms and Conditions by giving at least thirty days’ prior written notice to the Bank.

5.4. Termination shall be without prejudice to any rights or obligations of either party that may have accrued up to the date of such termination and the rights to terminate these Business Internet Banking Terms and Conditions are not intended to be exclusive but shall be in addition to every other remedy or right now or hereafter existing.

6. GOVERNING LAW AND JURISDICTION

6.1. These Business Internet Banking Terms and Conditions shall be governed by and construed in accordance with the laws of the laws of the UAE and the Rules, regulations, directives of the UAECB. The law governing the Business Account or Business Internet Banking Service or any other service or transaction is the law of the emirate of UAE in which the Business Account is maintained, in the event of a dispute arising out of a Business Account, Business Internet Banking Service or any matter under these Business Internet Banking Terms and Conditions, the courts of such emirates shall have jurisdiction, provided that the Bank may, if it deems appropriate bring proceedings in any other jurisdiction, inside or outside the UAE.
7. LANGUAGE

The Business Internet Banking Terms and Conditions are made in bilingual Arabic and English. In the event of any ambiguities, discrepancies, omissions, inconsistencies or conflict in the interpretation of these Business Internet Banking Terms and Conditions between the English and Arabic texts, the Arabic text will prevail.

8. Address

Unless the Customer notifies the Bank in writing about changing his address, the address stated by the Customer in the Business Account Opening Form (the «Permanent Address») and/or the relevant Application shall be the selected place of domicile on which the Customer shall receive all notices, correspondences, and claims in respect of the Business Account.

9. Fees and Commissions

The Bank may impose any kind of fees and charges on any of the banking services provided to the Customer in accordance with rates specified by the instructions of the UAECB in force.

Fees and Commissions
10. Waiver and Assignment

10.1 The Customer agrees that the Bank shall have the right to assign and transfer any of its rights and obligations under these Business Internet Banking Terms and Conditions to any third party without obtaining the Customer consent. The Customer has no right to assign any of his rights and obligations under these Business Internet Banking Terms and Conditions without obtaining the Bank’s prior written consent.

11. Severability

11.1 The Customer agrees that the invalidity or enforceability of any part of these Business Internet Banking Terms and Conditions shall not prejudice or affect the validity or enforceability of the other provisions herein.
Thank You

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