Basic E-Banking Service Contract

FIRST PARTY (THE BANK)

BANQUE BANORIENT FRANCE UAE a branch of a Foreign Company registered and existing in accordance with the laws of the United Arab Emirates (hereinafter referred to as "THE BANK").

And

SECOND PARTY (THE CUSTOMER)

☐ Mr. /Mrs. /Ms , holder of Base Account Number who has elected his/her address at or P.O. Box (hereinafter referred to as THE CUSTOMER)

Or

☐ Messrs , holders of Base Account Number who have elected their address at or P.O. Box (hereinafter referred to as THE CUSTOMER)

Or

☐ Legal Entity , holder of Base Account Number who have elected their address at or P.O. Box and represented by Messrs. (hereinafter referred to as THE CUSTOMER)

1. Object of the Agreement

1.1. This Agreement sets out the rights and obligations of THE CUSTOMER and THE BANK in connection with THE BANK Basic EBanking Services that THE BANK places at THE CUSTOMER's disposal, upon the latter's request.

For the purpose of this Agreement, the term "Basic E-Banking" shall mean the service offered by the BANK by means of which the CUSTOMER can obtain remotely via the Internet specific information on his/her accounts opened with the BANK (namely view account situation, transactions on the accounts, print account statements, print SWIFT messages for executed outward transfers).

These contractual conditions are legally binding and complementary to THE BANK's General Terms and Conditions which are in force and remain applicable including but not limited to the account opening terms and conditions.'

1.2. Customer agrees and undertakes to be bound by and to comply with any and all of this agreement's annexes and by all THE BANK's procedures, requirements, restrictions, instructions or any additional conditions pertaining to the access and use of the E-Banking website and its related services as may be issued by THE BANK from time to time and/or posted on the E-Banking website.

2. E-Banking Authentication Methods

The customer shall authenticate himself to the E-Banking as per the Authentication Procedures.

Each person completing the authentication process is deemed by THE BANK to be a rightful user regardless of whether the party in question is actually an Authorized User and thus the Bank is authorized to provide through the service the required information.

3. Risks

3.1. The customer bears solely the risks arising from (i) the manipulation of his Information system (i.e. PC, Network…) by wrongful users, (ii) the compromise of the username and/or its protecting password, (iii) or in conjunction with data transmission.

3.2. The customer is aware of the risks that may arise from transactions conducted using the E-Banking delivery channel via open systems accessible to anyone (such as but not limited to: public and private data transmission networks, Internet servers, access providers…). The encryption used cannot prevent unauthorized persons from carrying out targeted manipulations on the INFORMATION system of an Authorized User, especially via the Internet, for which the customer must assume responsibility.

If a connection with THE BANK is established through the E-Banking channel, the Authorized User agrees to monitor, for the purpose of combating errors and abuses, the correctness of THE BANK address dialed and the encryption of the data transmission using a security symbol as defined in electronic communication material on the E-Banking website. In the event of any discrepancy, the connection must be broken off immediately and the observations made must be reported to THE BANK.

3.3. Moreover, the Authorized User agrees, to take the necessary precautions to ensure the security of any data stored in that person's INFORMATION system.

4. Obligation to Exercise Due Diligence

4.1. The customer is obliged to take particular care to protect his security credentials, such as user name, password and Token passwprd from unauthorized access or use. The E-Banking credentials are to be kept secret. They may under no circumstances be divulged, let alone, passed on, to other persons or stored electronically.

4.2. Passwords must be chosen in such a way that they are not easy to detect or work out (i.e., not based on telephone numbers, birthdays, car license plates, etc...). The customer shall change from time to time his E-Banking password.

4.3. Customer shall make sure that any computer or other device which is used to access the E-Banking is free from and adequately protected against spyware, computer viruses and other invasive, destructive or disruptive components by using AntiVirus, Anti-Spyware, Personal Firewall and Application Firewall. Customer is responsible for applying the latest security patches on his operating system, browser and other applications installed on his computer or another device used to access the EBanking.

4.4. Customer shall comply with the instructions or recommendations we may issue to him from time to time about E-Banking security, as displayed and accessible from time to time through the E-Banking. However, we do not guarantee that these security tips are exhaustive or complete.

4.5. When the customer is notified through the E-Banking message system to contact the Bank, the customer should call the **Customer Service during working hours on the following numbers: Dubai Branch 00971 4 2307272 and Sharjah Branch 00971 6 5308361 Ext. 317 or by visiting the branch he deals with**.

4.6.The customer undertakes to notify and/or contact THE BANK immediately if there is reason to believe, suspect that or have knowledge that:
(a) The E-Banking credentials may have been compromised;
(b) There has been an unauthorized access to the E-Banking on his accounts accessible via the E-Banking;

5. Accountability

The customer is accountable and legally liable for all activities carried out after the system has authorized access on the basis of a positive credentials check.

6. Limitation of Liability

6.1. The customer agrees and acknowledges the agreed authentication procedures;

6.2. Except for cases of negligence, gross negligence, or willful misconduct at the Bank's level, the customer confirms that THE BANK shall in no event be liable for any direct, indirect, incidental, punitive, special or consequential damages or economic loss incurred by him arising from but not limited to:

(a) Losses, damages or costs arising from or referable to the instructions given via the E-Banking being incorrect or inaccurate in any manner whatsoever;

(b) Losses, damages or costs arising as a result of use of compromised E-Banking Credentials by a fraudulent third-party;
(c) losses, damages or costs arising as a result of any service agreements prescribed by telecommunications carriers and/or Internet service providers or as a result of any machine, system or communications breakdown, interruption, malfunction or failure, default or fault of any telecommunications carriers and/or Internet service providers;

(d) Damages for loss of profits, goodwill, use, data or other intangible losses arising from or in connection with causes such as but not limited to:
(i) Any use, inability to use, interruption or disturbance in the use of the E-Banking for any reason whatsoever; or
(ii) Any system, hardware, software, telecommunications, server or connection failure, error, omission, interruption, delay in transmission, or computer virus;

(e) Losses, damages or costs suffered due to transmission errors, technical faults or defects, breakdowns or illegal intrusion or intervention in terminals, screens or other systems of the Customer or in systems generally accessible to the public;"

7. Force Majeure

THE BANK shall not be responsible or liable to the customer for:

(a) Delays or failure in performance, whether foreseeable or not; and/or
(b) Any losses, expenses or damages howsoever arising, whether foreseeable or not,

resulting from or due to any circumstances or causes whatsoever which are not within the reasonable control of THE BANK.

8. Case of a joint account/ product co-ownership

8.1. Under the terms of this agreement, a customer who is a co-holder of an account or a co-owner of a product or service at THE BANK cannot request E-Banking credentials related to that account, product or service unless he has obtained a written and explicit authorization to do so from all the other account co-holders or product co-owners.

8.2. In cases where such an authorization has been granted by the account co-holders or product co-owners, all the terms and conditions of this agreement apply on all the account co-holders or product co-owners.

8.3. It is hereby expressly agreed that the revocation of such a co-holder's or co-owner's authority by anyone of the remaining co-holders or co-owners should be done in writing and that it will result in the termination of the present agreement.

8.4. The co-holders or co-owners bear solely, jointly and severally and without division between them any risks resulting from the use of the E-Banking credentials before the termination has had time to be put into effect using normal procedures.

9. Service Fees

9.1. Currently, the initial setting of the INTERNET CORPORATE E-BANKING is free and there is no monthly subscription for its usage.

10. Duration of this agreement

10.1. The duration of this agreement is set to one year starting from the date of the signature of this agreement by the Customer.

10.2. This agreement is subject to automatic renewal for one year at every new expiry unless a written instruction stating the contrary has been sent at least one month prior to expiry by the customer to THE BANK.

11. Termination of contract

This Agreement may be unilaterally cancelled by the CUSTOMER, with the observance of his/her obligation to send a written notification to the Bank duly acknowledged as received by the authorized Bank staff. The Bank has the right to unilaterally cancel the agreement, without any justification or prior notice. The Bank will inform the Customer of such cancelation."

12. Suspending the access to E-Banking

12.1. When expressly requested to do so, THE BANK shall suspend electronic access via the E-Banking channel. Access can be suspended at THE BANK's initiative or following a request submitted by the customer himself.

12.2. THE BANK reserves the right to suspend the access, at any time, without prior notice, if so is judged appropriate. Suspended access at THE BANK's initiative cannot be restored until so requested by the customer in writing and only if the conditions that led to the suspension are not applicable anymore.

12.3. Suspended access by request from the customer shall be restored at the suspension maturity date which is determined by the customer, provided that by this date this agreement remains valid.

14. Case of Death or Incapacity

14.1. In case of death or incapacity of the Customer or of the holder of a power of attorney, the deletion of the authority to sign and the invalidation of the E-Banking credentials cannot occur until explicit written notification is sent by the heirs or by the eligible person and duly notified to the Bank.

14.2. Even when such explicit written notification is communicated to the bank, the heirs or the eligible person bear solely any risks resulting from the use of the E-Banking credentials under this contract before its block or invalidation has had time to be put into effect using normal procedures.

15. Applicable Law

15.1. This agreement is governed and will be construed in accordance with the Laws of the Emirates of Dubai. Disputes arising from the interpretation or non-performance of the contractual obligations shall be amicably settled. If the disputes cannot be amicably settled, they shall be submitted for settlement to the competent courts of Dubai.

15.2. The contracting parties declare accepting the provisions of the said Rules and undertake to abide by them.

15.3. The UAE Law is applicable for the proceedings and as Law of the merits of the litigation.

16. Successors

The present agreement binds the parties and their successors in an indivisible way.

17. Special Condition

The Customer/User undertakes not to use the service for any illegal or unauthorized purpose

Dubai on / /

BANQUE BANORIENT FRANCE Dubai/Sharjah Branch

CUSTOMER/ Legal Representative
(In Hand writing: Read & Approved & Date)

DISCLAIMER

CUSTOMER acknowledges that, due to its open nature, the **INTERNET** is not a completely secure means of communication and by choosing to communicate with the **BANK** through such means, he will be doing it under his sole and exclusive responsibility; therefore he also agrees to indemnify the **BANK** against all his dues resulting from the usage of the **INTERNET CORPORATE E-BANKING** and not to sue the **BANK** for any loss or damage that may be incurred as a result of using this service.