

# Application for Internet and SMS Banking Services (eBOS) Individual

Account Holder's Name

## eBOS User Details

User's Full Name

Preferred User ID  (1) Assigned User ID

Specify up to 3 User IDs, max 15 characters, by your order of preference. The bank will assign the User ID that is available  (2)

(3)

Secret Word

(Used for identity verification)

## Contact Details

Telephone  (Res.)  (Office)  (Mobile - Used in SMS banking)

Fax

Email

Address

(Your eBOS user ID and password will be mailed to the above address)

## eBOS Access Rights

Please select the access rights required

- View Balances    Transfer within Own Accounts    Transfer to other BOS Accounts    Transfer Request (Online)    SMS Banking  
 Bank Instruction    Profile Maintenance    Add Beneficiary Account    Setup Direct Debit Authority (DDA)

If you have any special conditions or restrictions on any specific account, please specify:

### Beneficiary Accounts

If you wish to use the online fund transfer facility of eBOS, please provide the following details:

If the beneficiary has an account with Bank of Sharjah:

	Beneficiary IBAN	Transfer Currency	Beneficiary Account Name
(1)	<input type="text"/>	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>	<input type="text"/>

If the beneficiary does NOT have an account with Bank of Sharjah:

(1)	Beneficiary Name <input type="text"/>		A/C No. <input type="text"/> (Incl. IBAN)
	Beneficiary Address <input type="text"/>		Transfer Currency <input type="text"/>
	Bank Name <input type="text"/>	Bank Address <input type="text"/>	Swift Code / ABA <input type="text"/>
(2)	Beneficiary Name <input type="text"/>		A/C No. <input type="text"/> (Incl. IBAN)
	Beneficiary Address <input type="text"/>		Transfer Currency <input type="text"/>
	Bank Name <input type="text"/>	Bank Address <input type="text"/>	Swift Code / ABA <input type="text"/>

### Terms And Conditions

By signing below, I/we, the authorised signatory/user(s) collectively/separately, hereby apply for the Bank of Sharjah- Internet and electronic banking service (collectively the electronic banking services) as may be made available to me by the Bank from time to time.

Further, I/we, the authorised signatory/user(s) collectively/separately, acknowledge that my use of the Electronic Banking Services shall be governed by the Bank's prevailing Electronic Banking Terms and Conditions, available on the Bank's web-site at <http://www.bankofsharjah.com/>.

**I/We, the authorised signatory/user(s) collectively/separately, declare that I/we, have read and fully understand the said Terms and Conditions and accept the same.**

I/We, the authorised signatory/user(s) collectively/separately, hereby instruct and authorize the Bank to mail/send by courier my/our eBOS user ID and eBOS password (collectively Security codes) relating to my/our access to the Electronic Banking Services, to my/our address, as per the Bank's records, and, I/we, the authorised signatory/user(s) collectively/separately, agree that the risk of non-receipt and/or disclosure of the Security Codes to an unauthorized third party shall be fully borne by me/us. Subject to the Bank's prevailing terms governing the use of the Services, I/we, the authorised signatory/user(s) collectively/separately, hereby authorize and instruct the Bank to act on any instructions received through the use of my/our Security Codes, including, but not limited to the transfer of funds (subject to limits as may be imposed by the Bank from time to time) from my/our account(s) with the Bank to the third party accounts named under the heading Beneficiary Accounts, above, and to any account which I/we, the authorised signatory/user(s) collectively/separately, may designate from time to time, for this purpose under the Bank's prevailing procedures. I/We, the authorised signatory/user(s) collectively/separately, hereby further agree to keep the Bank indemnified against all actions, proceedings, liabilities and claims, cases, damages, costs and expenses in relation to or arising out of the Bank so accepting your request and transmitting information through e-mail. I/We, the authorised signatory/user(s) collectively/separately, hereby agree to pay all fees and charges, which the Bank may impose from time in connection with the Service in the manner stipulated by the Bank. The Bank may add to, discontinue, or vary any of the Services from time to time. The Bank shall not be liable or responsible for data corruption, delay, interception and unauthorized amendment of the information from time to time and at any time.

This agreement is in addition to and not in substitution of any other agreements, mandates, terms and condition relating to the customer's account(s) with the Bank.

I/We, the authorised signatory/user(s) collectively/separately, warrant that all the information provided by me/us, in this application form is true, accurate and complete in all respects.

Date

User's Signature

Account Holder's Signature

(The signature must be certified by the Bank)

### For Bank Use

Authorized Signature

Verified By

## Terms and Conditions

### **Please read these terms and conditions carefully.**

These terms and conditions set out the rights and obligations of you, the customer, and us, the Bank, in connection with your use of the Service. All the terms and conditions of this agreement are legally binding, so please read them through

This agreement:

- replaces all earlier terms and conditions relating to the Service (if any) except where we advise you otherwise;
- is in addition to the terms and conditions that apply to the individual accounts you may be accessing through the Service. If there is a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail; and
- relates to all the accounts in your name that you would wish to activate (Eligible Accounts).  
In the last section of this agreement, you will find definitions of some of the words and phrases used in these terms and conditions.

### **1. THE ACCOUNTS ON WHICH YOU MAY USE THE SERVICES**

1.1 By agreeing to be bound by the terms of this agreement, you agree that the Service will be available on all Eligible Accounts with us, whether open now or opened in the future. The Service cannot be used on some types of accounts and we will advise you from time to time as to which accounts are eligible.

1.2 In order to use the Service, you must be registered by us to use the Service.

### **2. YOUR RESPONSIBILITIES FOR SECURITY**

2.1 To ensure that you alone are able to access and give instructions on your accounts using the Service, you must adopt and at all times maintain the following security procedures.

2.2 To enable you to use the Service, we will give you a user identification code "Login Name" and an initial password "Password" and you may then choose your own Password for the Service. These are your Security Codes and both will be used to identify you whenever you access the Service.

#### **Safeguarding your Password and Security Codes**

2.3 In connection with your Security Codes:

2.3.1 you should change your Password regularly and shall do so whenever the Service requires you to do so. You should not choose a Password you have used before;

2.3.2 whenever you choose a Password, you must take care not to choose a number that is likely to be guessed by anyone trying to access the Service pretending to be you. For example, you should avoid your own or a relative's birthday, or any part of your telephone number;

2.3.3 you must take all reasonable steps to ensure that you safeguard your Security Codes at all times, whenever possible. You must not disclose any details of your Password to anyone else, to a member of our staff, or to someone giving assistance on a technical helpdesk in connection with the Service;

2.3.4 you must not record your Security Codes in a way that could make them recognisable by someone else as Security Codes;

2.3.5 if you discover or suspect that your Password or any part of them are known to someone else, you must immediately change the Password yourself through the Service. If this is not possible, you must notify us immediately by telephoning us on 800-88-eBOS (Internet Banking Department) (or any other number we may advise you of from time to time for this purpose). We will suspend use of the Service until new Security Codes have been set up.

#### **Checking your statements**

2.4 If you become aware of any transaction on any of your accounts that has not been validly authorised by you, you must notify us immediately by telephoning us on 800-88-eBOS (or any other number we may advise you of from time to time for this purpose). For this purpose, you are reminded that you must, as is required of you for all your accounts, check all bank Statements for any unauthorized transactions.

#### **Other security safeguards**

2.5 You must not allow anyone else to operate the Service on your behalf unless proper delegation is granted.

2.6 You must not leave Your System unattended while you are on-line to the Service. This applies whether Your System is a device you have sourced independently of us or a device provided by us to access the Service in one of our branches.

2.7 You must not access the Service from any device connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your access or obtain access to the Service pretending to be you.

2.8 You must comply with any other requirements designed to protect the security of your use of the Service which are notified by us to you in any other way.

### **3. YOUR AUTHORITY TO US TO CARRY OUT INSTRUCTIONS**

3.1 You agree that the use of the Security Codes agreed between us for the Service is adequate identification of you. We are entitled to act on instructions (using the Security Codes via the Service) without obtaining any further written or other confirmation from you, even if those instructions are not actually given or authorised by you.

#### **Your liability for unauthorized instructions**

3.2 You will not be liable for misuse of your Password by someone to give unauthorized instructions purporting to come from you provided that you prove to our satisfaction that you have:

3.2.1 ensured that all the security procedures described in sections 2.1 to 2.3.4, inclusive and 2.5 to 2.8 inclusive have been faithfully observed; and

3.2.2 notified us that your Password is or might be known to someone else in accordance with section 2.3.5.

3.2.3 You will be held liable for all losses and expenses due to unauthorized use if you have acted fraudulently or, with gross negligence, with intentional misconduct or if you are in willful default of any of the security obligations described in sections 2.1 to 2.3.4 inclusive and 2.5 to 2.8 inclusive or the notification requirements of section 2.3.5.

3.3 You will not be responsible nor have any liability for any instruction that is not authorised by you but is given using your Security Codes if:

3.3.1 such instruction is given after you have notified us that you have discovered or suspect that your Password is known to someone else in accordance with section 2.3.5; or

3.3.2 Your Password has become known to the person giving the unauthorized instruction as a result of our failure to comply with clause 7.1 or any negligence or willful default on our part.

#### **Acting on your instructions**

3.4 You must not use the Service to create an unauthorized overdraft on any of your accounts and we are entitled to refuse to accept any instruction that would do so. If an unauthorized overdraft is created, we may take any action we think fit and charge any interest and charges to the account in question (in accordance with the terms and conditions of that account). You agree that:

3.4.1 It is your responsibility to make sure that no unauthorized overdrafts are created; and

3.4.2 You will not rely on the operation of the Service to prevent an unauthorized overdraft being created. In particular, you must remember that your cheques and any payment instructions you have given via the Service might take time to clear and might not always be immediately reflected in the balance on your account.

3.5 When we receive a transaction instruction from you through the Service, we will be entitled to debit any payment plus any charges payable for the transaction from the account you have specified. Once you have given an instruction through the Service, you will not be able to reverse it. We will be under no obligation:

3.5.1 To reverse an instruction you have given; or

3.5.2 To accept an instruction that is conditional or reversible or which requires us to pay a third party sooner than we would be able to pay them following our normal banking practices.

However, if you do ask us to reverse an instruction after you have given it, we may at our discretion try to do so to the extent that this is possible under the rules and practices of the banking system. You agree that you will be responsible for any costs we incur as a result.

3.6 We may, when we believe we are justified in doing so:

3.6.1 Refuse to carry out an instruction given via the Service; or

3.6.2 Require written confirmation from you of a particular instruction.

If we come to believe that an instruction may not have been properly authorised by you, we will be entitled, after making reasonable efforts to check whether it was properly authorised, to take steps to reverse any action taken on the basis of that instruction. We will not be responsible for any loss to you that results from such a reversal.

3.7 When you give an instruction via the Service, we will act on that instruction in accordance with the cut-off times

notified to you through the Service. From time to time we may notify you of changes to these cut-off times. Instructions given at any other time may not be acted on until the next Business day.

#### **4. Corporate accounts/ Joint Accounts**

The service will be used by Corporates according to the bank's terms and conditions provided satisfactory documentation is obtained by the Authorised signatory of the corporate entity with clear delegations as to the persons entitled to use the service as well as the level of usage thereof.

It is hereby understood and agreed that you will indemnify the Bank and keep it indemnified against any losses, claims or demands whether direct or consequential as a result of the Bank granting you and or your delegated parties or persons access to the Service and that it is Your responsibility at all time to ensure that the service is being used in accordance with the delegations granted by you. It is your responsibility as well to duly inform the Bank of any changes in the delegation as and when they occur.

Any amendment to the delegation and or the use of the Service by You or any of your delegate should be done and documented as per the Bank's applicable procedures and according to the documentation applicable to each case.

The Service will also be used by you with joint accounts according to the Bank's terms and conditions applicable to Joint Accounts.

#### **5. OPERATING TIMES, CHANGES AND DISRUPTIONS**

5.1 We shall take reasonably practicable steps to have the Service be usually available for use. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Service to be available during its normal operating hours.

5.2 In connection with the Service, we are entitled at any time to:

5.2.1 Change the mode of operation; or

5.2.2 Add to, remove or otherwise change, end or suspend any of the facilities available; or

5.2.3 End the Service.

If we decide to change or end the Service, we will try to give you 30 days notice or whatever shorter period of notice may be reasonable in the circumstances.

#### **6. SERVICE SOFTWARE AND HARDWARE**

Software compatibility

6.1 Each time you access the Service, it may automatically provide Your System with the Service Software necessary to enable you to access and operate the Service. Alternatively, the Service Software may be supplied to you in some other way. It is your responsibility to ensure that the Service Software supplied to you is compatible with any computer or other device from which you access the Service and any software on that computer or other device. If it is not, you must compensate us for any loss we suffer as a result. We shall not be liable to you for any loss you suffer as a result of any incompatibility between the Service Software and any computer or other device from which you access the Service

##### **Protecting against Viruses**

6.2 You must take all reasonably practicable measures to ensure that any computer or other device from which you access the 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 (together "Viruses") and is adequately maintained in every way. The Service can be accessed through the Internet or other communication channels as the case may be, public systems over which we have no control. You must therefore ensure that any computer or other device you use to access the Service is adequately protected against acquiring Viruses.

Using other people's devices

6.3 You must not access the Service using any computer or other device which you do not own unless you have first obtained the owner's permission to do so. If you break this rule, you must compensate us for any loss we suffer as a result.

Access through third party services

6.4 We cannot be responsible for any services through which you access the Service that are not controlled by us, or for any loss you may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and pay all the charges connected with it.

##### **Ownership rights in connection with the Service Software and other information**

6.5 By supplying you with the Service Software to access the Service, we are granting you a non-exclusive, non-transferable, temporary licence to use the Service Software for the purpose of accessing the Service, and for no other purpose. The Service Software and all other material and information supplied to you contains valuable information that belongs to us or others. You must not:

6.5.1 Use them except in connection with accessing the Service;

6.5.2 Take copies, sell, assign, commercially rent, sub-license, otherwise transfer them to any third party; or

6.5.3 Try to decompile, reverse engineer, input or compile any of the service Software.

6.6 If you access the Service from a country outside the United Arab Emirates (UAE), you are responsible for complying with the local laws of that country, including (but not limited to) obtaining any licence needed for the import / export of the Service Software to that country.

## **7. THE EXTENT OF OUR LIABILITY FOR YOUR LOSS OR DAMAGE**

7.1 We will take reasonably practicable steps to ensure that our systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.

7.2 We will not be liable for any loss or damage to you as a result of making the Service available to you, including any direct, indirect, consequential or special loss, even if we have been advised of the same. Examples of circumstances in which we will NOT be liable to you for loss or damage resulting to you through the use of the Service include (but are not limited to):

7.2.1 Acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else (but please see sections 3.2 and 3.3 which explain the exceptions to this rule); and

7.2.2 Any incompatibility between Your System and the Service; and

7.2.3 Any machine, system or communications failure (except where such failure should have been prevented by the risks control and arrangement measures had we adopted such measures in accordance with clause 7.1), industrial dispute or other circumstances beyond our control that leads either to the Service being totally or partially unavailable or to instructions given via the Service not being acted upon promptly or at all; and

7.2.4 You relying on any financial information provided as part, or by means, of the Service; and

7.2.5 Any misuse of Your System by you or anyone else; and

7.2.6 Any access to information about your accounts which is obtained by a third party as a result of your using the Service (except where that access is obtained as a result of our negligence or our willful default).

7.3 In the event that we are liable for any loss or damage to you as a result of your use of the Service, we shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by our gross negligence or willful default.

Please note that the Service has no facility for you to let us know that it is especially important to you that a transaction is carried out by a particular time. If you need to be completely certain that an instruction has reached us and that it will be carried out by a particular time, you must speak to our staff on 800-88-eBOS.

7.4 You shall indemnify us, our employees and our nominees or agents promptly and on a full indemnity basis from or against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal costs as between solicitor and client (on a full indemnity basis) and other liabilities which we may incur or suffer from or by reason of your use of the Service.

## **8. IF YOU BREAK A TERM OF THIS AGREEMENT**

You must compensate us for any loss we suffer as a result of your breaking any term of this agreement.

## **9. ENDING YOUR USE OF THE SERVICE**

9.1 You may cancel your use of the Service at any time by giving us written notice (or in any other way we notify you about from time to time).

9.2 If you have multiple accounts, you may not cancel the Service solely in respect of any one account, unless you are notified by us to the contrary in writing.

9.3 We have the right to end or suspend your use of the Service at any time. We will usually give you at least 30 days notice. However, we may give you a shorter period of notice or no notice if we consider it necessary, for example because of security concerns in connection with your use of the Service or because we are concerned that you have used or may use the Service to create an unauthorized overdraft or otherwise to operate any of your accounts in breach of your arrangements with us.

9.4 If your use of the Service comes to an end for any reason, this will not affect any instructions you have already given via the Service.



## **10. ABOUT OUR CHARGES**

10.1 We are entitled:

10.1.1 To charge you fees and charges for the Service; and

10.1.2 To change those fees and charges from time to time by giving you at least 30 days notice. If we give you such a notice, you will not have to pay any proposed increase so long as you cancel your use of the Service during the 30 day notice period. However, your continued use of the Service after the 30 day notice period shall be conclusively deemed to be your acceptance of such changed fees and charges.

10.2 To avoid any doubt, please note that the references to fees and charges in section 10.1 only apply to our charges for providing the Service. They do not apply to any charges for particular banking or other services we might provide in response to your requests via the Service. We will be happy to provide you with details of our charges for particular banking or other services on request.

## **11. OUR RIGHT TO MAKE CHANGES TO THIS AGREEMENT**

11.1 We have the right to change the terms of this agreement at any time by giving you notice either in writing, by placing prominent notices at our offices or branches or by sending you a message via the Service. Your own rights to use the Service will not be affected by the change until you have actually received the notice.

11.2 We will give you 30 days notice of any change before it takes effect, except when notice has to be shorter in order to protect the security of the Service or in other circumstances beyond our control. Once you have received notice of any change in the terms of this agreement, we will treat your subsequent use of the Service as your acceptance of the change (but please remember, you have the right to end your use of the Service at any time).

## **12. THE VALIDITY OF THE TERMS OF THIS AGREEMENT**

12.1 If any one or part of the terms of this agreement proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms.

12.2 We believe the terms of this agreement are fair. If any one or part of them proves to be not legally valid because it is unfair or for any other reason, we are entitled to treat that term as changed in a way that makes it fair and valid.

12.3 If one of the terms of this agreement is unenforceable against one of the customers signing this agreement, this will not in any way affect the enforceability of that term against the other signatories.

12.4 If we relax any of the terms of this agreement once, this may be on a temporary basis or as a special case only. Such relaxation will not affect our right to enforce that term strictly at any other time.

## **13. COMMUNICATIONS BETWEEN US**

13.1 Except for situations where this agreement refers to your giving us notice by telephone, you should give us any other formal notice in connection with the Service in writing (in hard copy form) to any of our branches in UAE where you maintain an account (or any other address we may notify to you from time to time for this purpose).

13.2 Any complaints in connection with the Service should be directed to: any of our branches in UAE where you maintain an account (or any other address we may notify to you from time to time for this purpose).

13.3 Electronic mail is not a completely reliable or secure method of communication and you must not use it for sending us:

13.3.1 Notices in connection with the terms of this agreement; or

13.3.2 Sensitive communications, such as payment instructions (payment instructions should be sent through the Service in accordance with the terms of the relevant account which you hold with us).

13.4 If we need to send you a notice, we will use the address you have given us most recently in connection with your bank accounts.

## **14. SERVICE QUALITY: RECORDING YOUR CALLS AND INSTRUCTIONS**

To protect both our customers and our staff, and to help resolve any disputes between you and us, you acknowledge that:

14.1 We may record all telephone conversations between us and customers of the Service; and

14.2 We will keep a record of all instructions given by customers via the Service; and

14.3 We may listen to telephone calls made in respect of the Service in order to assess and improve the quality of the Service.

## 15. OUR ADVERTISING

From time to time we may advertise our own products and services through the Service. If, in connection with other agreements with us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to these advertisements.

## 16. THE LAW GOVERNING THIS AGREEMENT

This agreement is governed by the laws of the UAE. Both parties agree to submit to the jurisdiction of the UAE Courts in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction which is appropriate.

## 17. DEFINITIONS : THE MEANING OF SOME WORDS AND PHRASES USED IN THIS AGREEMENT

Some words and expressions used in this agreement have particular meanings as follows:

**Password** means the Electronic Banking Personal Identification Number or secret number chosen by you (or if you do not elect to change it, the initial secret number given to you) that is used to confirm your identity whenever you use the Service.

**Security Codes** means the user identification code with the Password details agreed between you and us that are used to identify you whenever you use the Service.

**Service** means the services provided by us which enable you to obtain information from us and give instructions to us by computer, telephone, mobile telephone, personal digital assistant or other device linked to our system by any means (among other things).

**Service Software** means any software supplied to you whenever you access the Service and any other software we supply to you for the purpose of accessing the Service from time to time.

**Statement** means bank statement, contract or translation note, confirmation notice for Investment Services, or any of these or similar documentation, as applicable, depending on the service.

**We/us/our/Bank** refer to Bank of Sharjah P.S.C., ("BOS") a Public Shareholding Company, registered in the Commercial Register under number 1130 and operates under a license issued by the Central Bank of the United Arab Emirates.

**You/your** means you, the customer, any authorized person on behalf of the Customer, and in all cases any person or entity who is registered by us to use the Service.

**Your System** means the equipment and software contained on such equipment used by you to access the Service.

Authorized Signatory:

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Company Stamp (as applicable):

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