

Terms and Conditions - Internet / mobile banking

01. Enrollment in the internet / mobile banking is limited to natural adult persons, the original holders of the account. Minors and legally incompetent persons may not enroll in this service.
02. The service is available 7 days a week and in case of maintenance or service interruption, the bank shall notify the customer by one of the means the bank sees most appropriate.
03. The customer must ensure that he/she has in his/her possession the mobile phone line set forth in the enrollment application to download the application of the security codes the Bank.
04. The customer cannot cancel any financial transaction submitted and executed from the internet / mobile Banking.
05. In case of terminating the internet / mobile banking enrollment, all customer requests placed prior to the date and time of the bank's receipt of the termination application, as well as any transactions carried out by the customer during or after his/her request for service termination, in addition to any other transactions done between the termination request and the actual service termination on the system within two working days, shall be valid and enforceable without the least responsibility on the part of the bank.
06. The bank reserves the right not to execute or delay the customer's requests without the least responsibility on the part of the bank if the bank considers that the information given is incomplete, unclear or inconsistent with the bank's instructions or with any supervisory/governmental body.
07. The right to use or benefit from the service is strictly limited to the customer only. At all times, the customer shall not allow or enable any other person to use or benefit from the service. This falls within the personal responsibility of the customer without the least responsibility on the part of the bank.
08. The bank, at its sole discretion, shall have the right to suspend the internet / mobile banking services for the customer - If the customer uses the service in violation to any of the terms and conditions of its use or in violation to any of the laws and regulations enforced in the territory, including but not limited to, the purchase of any goods, merchandise or services prohibited under the law of the United Arab Emirates without the need to serve a notice, warning or any other legal action.
09. The customer is accountable for all transactions and all operations conducted using the internet / mobile banking as long as these transactions are conducted using his/her password. The bank's logs and records will be compelling and legally binding on the validity of such transactions and instructions on the part of the customer and all other parties.
10. The customer pledges his/her approval to receive transfers and deposits through his/her internet / mobile banking account unless the customer contests it within 24 hours from the time of receipt.
11. The customer pledges to be the real beneficiary of the internet / mobile banking account, and pledges and undertakes his/her full responsibility not to deposit or accept anonymous or suspicious funds.
12. The bank shall not be liable for any losses or damages that might occur to the customer due to the misuse of internet / mobile banking or as a result of any error or defect in the services caused by an error committed by the customer or due to the insufficient balance of his/her electronic bank accounts, or for any other reason caused by the customer and the bank shall not be responsible for any defect in the account systems or communication networks of the services or the failure/delay of requests by the electronic payment networks or correspondent or receiver banks.
13. The bank shall offer the internet / mobile banking with no warranty of any kind, either explicitly or implicitly This includes, for example, and not exclusively, providing any kind of economic information and data, providing any kind of banking products and services, or buying or selling any other investment products
14. The customer declares that the bank shall not be responsible, charged for any costs or burdens that might be caused due to any problems beyond the bank's control or due to the interruption of services in the internet / mobile phone networks.
15. If the customer's phone is lost or stolen, and other persons make any transactions on his account through this phone, the customer shall be fully responsible before the bank for all the consequences of such use and the customer shall immediately change his/her password and suspend the services immediately through the customer service number 026522722

16. If there is any complaint by the customer concerning the internet / mobile banking – he/she shall contact the customer service number 026522722. The Bank will send the Customer a Complaint reference Number within maximum two working days by SMS and/or by a direct call to the registered Mobile Number and /or by e-mail to the registered e-mail address. Processing complaint takes a maximum of 6 working days from the day of receiving the Complaint and the bank is compelled to answer the customer by any means the Bank deems appropriate
17. The customer declares his/her approval that the bank provides or discloses and inquires about all or some of the information about his/her account(s) at the bank to any of its branches or/and agents or/and any of the bodies that provide technical or banking services or to any of the establishments contracted and authorized by the bank to provide certain services related to the execution of the service as per what the bank deems appropriate and necessary in this regard.
18. The bank shall have the right to assign to any other party within the territory the execution of some or all of its obligations under the terms and conditions of the services, in which case the bank shall remain responsible before the customer for preserving the confidentiality of all customer data and all his/her accounts. The bank shall be responsible for any errors, omissions, or defaults that might be committed by that second party.
19. The bank or any other party assigned to execute any of the obligations imposed under the terms and conditions of the use of the service, shall have the right to record and keep the phone calls received on the telephone numbers dedicated to customer service. The customer declares that these calls shall be legally binding.
20. The customer may not copy or modify the screens of the Online Banking System or send them to other persons or institutions as they are licensed to the owner (the bank).
21. If the customer terminates the mobile phone line linked to his/her account, he/she shall lose a basic condition as a user of the service and therefore he/she shall automatically lose his/her right to use this service through the terminated mobile phone line.
22. The mobile account must be linked to a mobile phone line of any mobile phone network operating in the territory and the line shall be in the physical possession of the customer. Each mobile phone number shall be linked to only one internet / mobile banking account. The customer pledges that he/she is the sole beneficiary of the mobile phone line linked to the internet / mobile banking service that is registered in the internet / mobile banking service application form in his/her name and the customer pledges that the same number is also registered in his/her name at the mobile phone company.
23. The customer can terminate the bank's internet / mobile banking service at any time by submitting a written Cancellation Request to the bank and signed with the customer's authorized signature at the bank.
24. The bank, at its sole discretion and in protection of the customer's interest, shall have the right to suspend, withdraw or limit the customer's use of the service or part of it, taking into account the need to notify the customer to take any of the above procedures by any means deemed appropriate by the bank.
25. The bank reserves the right to revise and approve the application of the customer to enroll in the internet / mobile banking service. The bank also reserves the right for the complete monitoring of the financial transactions to ensure that they are compatible with the rules issued by the UAE Central Bank and ensure the proper use and prevent any misuse in accordance with the United Arab Emirates governing rules and regulations. The bank also reserves the right to verify that there are no suspicious activities within 24 hours of the activation of the internet / mobile banking, and also at any time during the validity period of the internet / mobile banking service.
26. The bank may, at any time, terminate the provision of services to the customer and the bank reserves the right to modify any of the terms or conditions of use of services.
27. The bank has the right to change the daily limit or the limits of transactions through the internet / mobile banking service between client accounts or other customer accounts inside or outside United Arab Emirates and the bank; the bank shall be committed to notify the customer by the means it deems appropriate.
28. The bank is not responsible for the confiscation or freezing of any funds transferred outside the bank upon the customer's request.
29. For transactions in foreign currencies, they shall be processed in accordance with the bank's declared exchange rates at the time of executing the transaction and the customer agrees to the same without any objection.
30. The use of online banking services is subject to the applicable laws of the United Arab Emirates and its subsequent amendments in this regard.

31. It is agreed that the courts of United Arab Emirates or any court selected by the bank shall be the only competent court to resolve all disputes arising out of the interpretation or execution of any clause of this agreement.
32. The customer authorizes the bank to disclose all or some of the data relating to his/her transactions and accounts with the bank when taking legal action to prove, protect or recover all bank's rights against the customer or any other party, without being restricted by the provisions Without any further announcement or notice.
33. The bank reserves the right to modify and change these terms and conditions from time to time and the amendments shall be considered an integral part without the need for the prior written consent of the customer and the bank shall notify the customer of any modification in any manner it deems appropriate, and the announcement of the bank to modify or add any items by any means, including advertisements made at the bank branches shall be considered as a formal notification to the customer. Such amendments shall be effective from the date of notification to the customer.
34. In order to execute any customer instructions that require the availability of funds in the account, the customer account must hold a balance that allows the execution of such transaction. Customer acceptance on the Bank Terms and Conditions shall be regarded as an approval and implied consent to perform all his/her transactions through the online banking system that require inputting his/her data on the system and his/her legal liability for the execution of these instructions on his/her accounts without the least responsibility on the part of the bank.
35. The bank has the right to add any new services or modify the existing services and the customer shall be notified of the terms of their use in time by any means of announcement including advertisements made on Bank website . The bank may also terminate some of available services or amend them without prior approval, warning or excuse from the customer. It shall suffice for the bank to announce termination of such services by any means the bank deems appropriate.
36. The customer declares that the bank has notified him/her of all risks associated with the use of this service and that the customer has accepted to enroll in light of his/her knowledge of all these risks. The customer declares that he/she has taken all technical and technological means to secure his/her personal use of this service and ensures that no changes are made to his/her online messages and instructions related to this service. The customer accepts the full liability for not securing all service-related risks without the least responsibility on the part of the bank.
37. The terms and conditions of the internet / mobile banking service that the customer agrees to when applying to enroll in the service, as well as the terms and conditions referred to in some services on the screens of internet / mobile banking which the customer reviews and approves prior to the use of such services, as well as any subsequent amendments to the terms and conditions that appear through the internet / mobile banking service system shall be binding and complementary to this request and are an integral part of it.
38. These general terms and conditions apply to the internet / mobile banking service provided by Banque Misr and licensed by the UAE Central Bank which the customer activates through electronic channels provided by the bank and of which the customer has been notified. Once the customer enrolls in this service, it shall be deemed as consent that he/she has been informed of all terms and conditions of the service.
39. The customer shall be responsible for the misuse of the service resulting from noncompliance with the protection procedures or terms and conditions of this contract concerning electronic banking operations or failure resulting from the customer's disclosure of the protection procedures or their breach during usage.
40. In the event that the bank permits transaction over the Internet using an electronic card, the cardholder shall be fully responsible for all transactions conducted by this card on the Internet without the least responsibility on the part of the bank.
41. The customer agrees to register and enroll in internet / mobile banking provided by Banque Misr, and the many uses of cards online. He/She also declares that he/she is fully aware and informed of all the terms and conditions of the internet / mobile banking and approves them electronically before using them and/or any amendments that might subsequently come up.
42. The terms and conditions for the internet / mobile banking are provided in both Arabic and English languages; both texts have the same power and effect. In case of any dispute that might arise from differences in wording or interpretation of meaning, the Arabic text shall prevail.

Internet / Mobile Banking Service Mechanism

43. Once the customer signs the enrollment application for the internet / mobile banking provided that all the other conditions are fulfilled, and after verifying his/her identity by the bank, the customer shall set his/her own password to use the service and he/she shall maintain it for himself/herself, at his/her own responsibility. The customer must change his/her pin code if it becomes known by someone else and inform the Bank immediately.
44. The internet / mobile banking is dealt with by the username specified by the customer (The bank may amend the username if it matches another user's name) and a pin code, which is determined by the customer. The customer undertakes not to disclose his/her username/pin code or any other security means provided by the bank to any other person who works with him/her, the bank employees, relatives or any other person for whatever reason. The customer is also required to keep the username / pin code in a safe place separately and it is preferable to change the password regularly. The customer must take care when using the service in a public place or through devices other than his/her own. In case of forgetting or losing the pin code, he/she has to report to the bank immediately by calling the call center on 026522722 to suspend the service and issue a new pin code upon the customer's request. The bank shall not be liable for any damage that the customer might incur as a result of not abiding by the above, or due to the misuse of the service. The customer shall be responsible for any damage inflicted upon the bank due to the failure of the customer to keep these numbers and information.
45. The customer declares that the username, password, OTP or any other security mean provided by the bank shall be considered identification means to recognize the identity of the customer. Therefore, any transactions executed by these means shall be considered as issued by him/her. So, the bank shall consider anyone using these means as the customer. The customer shall also be responsible to the bank and to others for all transactions performed using their own means of identification and responsible for any change, loss or transfer of any such means to others until the bank could suspend the service upon a written notice signed by the customer with his/her authenticated signature at the bank.

Customer Obligations

46. The customer shall be committed to keep his/her pin code, and also the pin code for the soft token application that gives the customer the ability to form a One-Time Password used in executing various high-risk transactions.
47. In case of changing any information or personal data of the customer during the contract period and before updating data, the customer shall be committed to notify the bank immediately with such changes.
48. In case the customer's mobile phone has been lost or stolen, and others make any transactions on his/her account through the mobile, the customer shall be fully responsible before the bank for all the consequences of such use. The customer has to change his/her pin code immediately and suspend the service by calling the customer service on 026522722
49. In case of a court order to freeze the customer's accounts or to declare bankruptcy or insolvency and in all cases where there is a legal impediment that prevents the customer from transacting on his/her account, the customer shall be committed and vows not use the system for any reason whatsoever without the least responsibility on the part of the bank.
50. The customer undertakes a non-irrevocable undertaking to indemnify the bank for all losses, claims, damages and expenses that the bank might incur including judicial charges, the bank's lawyers and consultants' fees.
51. The customer undertakes to comply with all security standards in addition to any other instructions issued by the bank and to be committed to periodically review and revise these standards and instructions. The customer also shall be responsible for ensuring the security level of the devices used to access the bank's electronic services.
52. A customer's signature on the internet / mobile banking enrollment application and its delivery to the bank branch shall be deemed a binding final contract between the bank and the customer. Therefore, the customer must read and understand all the terms and conditions of the use of the services carefully before signing it and in case of using any of these services, this use shall be considered an agreement on the part of the customer to all the terms and conditions that govern this service declared on its own channels or through the bank's official website or any other means deemed appropriate by the bank.

Bank Obligations

53. All online banking service notifications shall be sent to the mobile phone number registered under the customer's name to the internet / mobile banking service at the bank and shall be under the customer's full responsibility and the bank shall not be held responsible if the customer authorizes other persons to use and view this correspondence. In case of technical failure of the customer's mobile network, the bank shall not be responsible for the non-receipt of online banking notifications by the customer.
54. The bank shall take the necessary measures to ensure that all data and information that might be received from customers are protected while the internet / mobile banking is being provided. The bank also undertakes to preserve the confidentiality of all transactions performed by the customer. However, this does not mean that the bank guarantees the safety of the customers' personal devices against any viruses or breaches as this is the responsibility of the customer. The bank shall not be responsible for any damages that may affect the customer due to the use of the Internet service. The bank and the customer shall not disclose any of the foregoing except in accordance with the applicable laws or in the execution of any binding provisions or orders or in accordance with the terms and conditions of the use of the service.
55. The bank shall start executing the customer's request through the internet / mobile banking during the bank's official working hours. As for requests placed after the official working hours, such requests shall be executed in the following working day after the fulfillment of the execution conditions.
56. The bank is committed to keep the confidentiality of all data and information that it may have received from the customer in relation to the service delivery. It also undertakes to maintain the confidentiality of all transactions performed by the customer through the electronic devices used in providing the service, and the bank and customer shall not disclose any of the foregoing, except in accordance with the applicable laws of the territory or in the execution of any binding provisions or orders or in accordance with the terms and conditions of use of the service.
57. All instructions issued by the customer to the bank through the electronic devices used in providing the service shall be considered as if it was issued directly from the customer. Upon the receipt of the instructions, the bank shall be committed to execute the instructions and all its consequent implications. In return, the customer shall be responsible before the bank for all the consequences of the bank's execution of such instructions.

Fees

58. The customer undertakes to pay the fees on any services provided by the internet / mobile banking service. Such fees will be determined by the bank within the banking services price list that shall be announced and disclosed by the bank by any means of advertising from time to time, in addition to any fees, charges and prices of enrollment by the service providers or any other payable expenses during the use of the system. The customer pledges to have been informed of the return rates, expenses, special commissions related to the internet / mobile banking services.
59. The bank reserves the right to amend any charges/fees from time to time at its absolute discretion. The bank also reserves the right to announce any changes to charges by the means it considers most appropriate, and this shall be considered as enforced notice to the customer and the use of services after the effective date of any amendment of these charges shall be considered as acceptance by the customer of such amendment without any reservation.

Declaration

60. I hereby declare that all information and data mentioned in the online Application Form is correct and true. I also declare to have read the bank's internet / mobile banking terms and conditions, and that I agree and I am fully committed to abide by all the terms and conditions set in this application form, and that I accept that the bank shall keep this application and all attached documents in case of service termination. I undertake to update my personal data in case of any changes, or in any case of acquiring any nationality other than the one already existent in Bank records, or upon the bank's request for a data update. In that case, the bank has the right to suspend all electronics services until the customer provides the bank with the required data and supported documents. I undertake that all transactions done through the internet / mobile banking service are legal transactions and are for legal purposes.
61. I also acknowledge the bank's right to suspend all electronics services in the event that the validity of the supporting documents is appropriate and will not do those services again until I provide the bank with valid documents in accordance with the instructions of the Central Bank of the United Arab Emirates in this regard.

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