



**Abu Dhabi Commercial Bank PJSC**

Corporate Office : 75, Rehmat Manzil,  
V. N. Road, Mumbai- 400 020, India.  
Tel: 3953 4100 • Fax: 3953 4106  
FCRN : F00920



<https://www.adcbnetlink.com>

The Manager,  
Abu Dhabi Commercial Bank PJSC  
Mumbai / Bangalore Branch

Date : \_\_\_\_ / \_\_\_\_ / \_\_\_\_

I/We hereby apply for **ADCBNetLink** (Internet Banking Service) in respect of the following accounts  
(To be filled by Customer) (For Bank's Use)

A/c Types (SB/CA/CC/TD*/DP***)	A/c No.	Name of A/c Holder/s	Cust. No.	Mode of Ops.
Main A/c				

(\*In case of Term Deposit please mention FOR No / \*\*In case of Demat A/c please mention Client ID)

I hereby, expressly agree to the terms and conditions governing ADCBNetLink (Mentioned Overleaf).

User's Name: \_\_\_\_\_ User's Sign: \_\_\_\_\_

**Authorisation (by Joint Holders / Authorised Signatories)**

We hereby, expressly agree to the terms and conditions governing **ADCBNetLink** (Mentioned Overleaf) and agree to be bound by the said terms and conditions. I/We authorise Mr./Ms: \_\_\_\_\_ (User) to access **ADCBNetLink** service in respect of accounts covered above. We undertake to ratify and confirm whatever the User does or causes to do through **ADCBNetLink**. This authority is continuing until revoked by any one of us (as per terms).

Name: \_\_\_\_\_ Sign: \_\_\_\_\_

Name: \_\_\_\_\_ Sign: \_\_\_\_\_

Name: \_\_\_\_\_ Sign: \_\_\_\_\_

Account Holder/s Address : \_\_\_\_\_

Pin: \_\_\_\_\_ State : \_\_\_\_\_ Country \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Preferred Login Names(Max 10 Characters)

1. \_\_\_\_\_ 2. \_\_\_\_\_

User ID and Password to be delivered to (  Tick)

Me/Us  By courier  Through Your Branch

\_\_\_\_\_ (Pl. Specify Branch Name)

(For Bank's Use)

Authorised on ____/____/____	A/c Created on ____/____/____	NetLink cust ID. (SB/CA/CC/TD/DP)	PIN Printed / Mailed on ____/____/____	A/c Activated on ____/____/____
Initial: _____	Initial: _____		By _____	By _____

## ADCBNETLINK - INTERNET BANKING TERMS & CONDITIONS

### 1) Definitions

In these terms & conditions:

(a) **BANK** refers to the Indian Branches of Abu Dhabi Commercial Bank PJSC incorporated in UAE and having its Head Office at Abu Dhabi.

(b) **ADCBNETLINK Service** refers to the following services offered by the **BANK** to the **USER**:

(i) Enquiries like balances in **ADCBNETLINK Accounts**, Transactions and Statement of Account.

(ii) Enquiries for holdings in the Depository accounts.

(iii) Requests such as issue of Cheque Books, Demand Drafts, Telegraphic Transfers, Pay Orders, Change of Address, Opening and Renewal of Deposits

(iv) Financial Transactions such as Transfer of Funds between accounts of the same **USER** within ADCB-INDIA and Transfer of Funds in relation to payment of Bills to vendors/suppliers/statutory authorities as may be decided from time to time.

(v) Other facilities as the **BANK** may decide to provide from time to time.

These facilities shall be offered in a phased manner at the discretion of the **BANK**.

### (vi) OPERATION OF ACCOUNT

The **BANK** may at the request of its **USER** also make additions/deletions/modifications to the services offered through **ADCBNETLINK**, at its sole discretion.

(c) **USER** refers to an account holder of the **BANK**, who has agreed to the terms and conditions herein and is authorised to use the **ADCBNETLINK** service.

(d) **ADCBNETLINK Account** refers to the **USER's** Savings and/or Current Account and/or any other type of accounts so designated by the **USER** for inquiry and/or operations through the **ADCBNETLINK**.

(e) **Main Account** is an account which is so specified by the **USER** to the **BANK**.

(f) **Personal Information** refers to the information about the **USER** obtained in connection with the **ADCBNETLINK** service.

[These terms and conditions are in addition to and not in derogation of the terms and condition relating to any account of the **USER**, and in addition to any contract between the **USER** and the **BANK**.]

### 2) Access to ADCBNETLINK Service

a) The **USER** would need to be a current Internet **USER** or have legal access to the Internet and knowledge of how the Internet works. The **USER** would be solely responsible for any breach of statutory provisions in relation to Internet use including the Information Technology Act, 2000.

b) Upon receipt of a request from the account-holder/s in the **BANK's** prescribed Form and subject to the satisfaction of the eligibility criteria notified by the **BANK**, from time to time, access shall be provided by the **BANK** at its discretion, to enquiries and/or requests/financial transactions through the **ADCBNETLINK** service.

c) The **USER** shall not attempt or permit others to attempt accessing the account information stored in the computers of the **BANK** through any means save and except the **ADCBNETLINK** service. The **USER** shall not attempt or permit others to attempt accessing the account information stored in the computer of the **BANK** which does not relate to his/her or its account and/or for illegal or improper purposes which, if done and proved so, will be liable for action under the appropriate law and withdrawal of the **ADCBNETLINK** he or she enjoys.

d) The **BANK** will advise, from time to time, the internet software such as 'browsers' etc. which are required for accessing **ADCBNETLINK**.

There will be no obligation on the **BANK** to support all the current versions of the Internet software.

e) It will be the responsibility of the **USER** to upgrade the software such as browser and the operating systems at his cost from time to time so as to be compatible with that of the **BANK**. The **BANK** shall be at liberty to change, alter or upgrade its software, hardware, operating system from time to time and shall be under no obligation to support or

to verify the software, hardware or the operating system used by the **USER** for accessing **ADCBNETLINK** since it shall be the sole responsibility of the **USER**.

f) The **USER** is responsible for the accuracy and authenticity of the instructions provided to the **BANK** through **ADCBNETLINK**, which shall be considered to be sufficient to operate the **ADCBNETLINK** facility.

### 3) Passwords

The **USER** accepts and unconditionally agrees to the following conditions:

(a) **Login-name** - Upon approval of the account holder's application, the **USER** will be allotted a Login-name for access to **ADCBNETLINK** service. Where the **USER** forgets the Login-name, the same may be enquired from the **BANK** against a request in writing.

(b) **ADCBNETLINK password** - **ADCBNETLINK** sign-on password and the **ADCBNETLINK** transactions password are two different security codes which are randomly generated by the **BANK**.

(c) **ADCBNETLINK Password Mailer** - Upon approval of the account holder's application, a tamper proof Password Mailer consisting of the **ADCBNETLINK** sign on password and **ADCBNETLINK** financial Transactions password will be mailed by the **BANK** to the **USER**. If the tamper proof Mailer does not reach the **USER** in a sealed condition or appears to have been tampered with, on receipt the **USER** shall forthwith contact the **BANK** and the **BANK** shall generate fresh passwords and despatch them to the **USER**.

(d) **Confidentiality** - Upon receipt of the **ADCBNETLINK** Password Mailer from the **BANK**, while accessing **ADCBNETLINK** for the first time, in order to ensure confidentiality, the **USER** should change the password assigned by the **BANK**, through the relevant option by choosing a minimum of six and maximum fifteen characters of which at least one is a special character.

(e) **Secrecy** - The **USER** will be solely responsible for maintaining secrecy of the **ADCBNETLINK** Passwords and shall ensure that the same are not disclosed to any person, either voluntarily, accidentally or by mistake. The **USER** will be solely responsible for maintaining secrecy of the **ADCBNETLINK** passwords. The **BANK** does not assume responsibility in this behalf including against any loss incurred by the **USER** as a result of misuse/unauthorised use of the Login-name and/or the Passwords.

(f) **Change of ADCBNETLINK Password** - When the **USER** thinks that either the sign on password or the financial transaction password is known to someone else, the **USER** may change the **ADCBNETLINK** passwords through the relevant **ADCBNETLINK** menu option.

**New Passwords** - Where the **USER** forgets the **ADCBNETLINK** Passwords, new passwords may be obtained from the **BANK** against a request in writing.

### 4) Joint Account/s

a) The operation of an account in joint names through **ADCBNETLINK** facility shall be authorised to be by one or more joint account holders.

b) All transactions arising from the use of **ADCBNETLINK** to operate a joint account, even if the access to **ADCBNETLINK** is not made available to all the joint account holders, shall be binding on all the joint account holders, jointly and severally, notwithstanding that one amongst such joint account holders only operates the account through **ADCBNETLINK**.

In case of any of joint account holders furnishes "Stop" instructions in respect of operations, through the use of **ADCBNETLINK** or in writing, on any of the **ADCBNETLINK** accounts held jointly, it will result in discontinuance of **ADCBNETLINK** service to the **USER**. The **BANK** is not obliged to inform all joint **USERS** in case of such **STOP INSTRUCTIONS**.

### 5) Partnership Accounts:

(a) The operations of the account through **ADCBNETLINK** shall bind all the partners of the partnership firm notwithstanding any contrary operating instructions for the operations of the account.

(b)The **BANK** shall be entitled to assume that any instructions given to the **BANK** using the password provided to the partnership firm are duly authorised by the partners and are given by the authorised signatories of the partnership firm.

(c) Any transaction carried out by the partners or any one performing a transaction with or without the knowledge/consent of the partner/s including by any person to whom the partners may have disclosed the password shall be at the sole risk of the firm and all the partners jointly and severally shall be responsible for any loss caused by any such transaction.

#### **6) Company Accounts:**

(a)The company while applying to the **BANK** for **ADCBNETLINK** facility will pass a resolution in its Board meeting, the format of which is available with the **BANK**.

(b)The operations of the account through the **ADCBNETLINK** facility shall bind the Company notwithstanding any contrary operating instructions for the operations of the account in a mode other than **ADCBNETLINK** mode.

(c)The **BANK** shall be entitled to assume that any instructions, given to the **BANK** using the password provided to the COMPANY, are duly authorised by the COMPANY and are given by the Authorised Signatories of the COMPANY. The COMPANY will be solely responsible for all the instructions given to the **BANK** by use of the COMPANY'S password.

(d)Any transaction carried out by the company or anyone performing a transaction with or without the knowledge or consent of the company including by the person to whom the company may have disclosed the password shall be at the sole risk of the COMPANY.

#### **7) Multi level use:**

If the **ADCBNETLINK** facility is used by several persons in an Organisation/Body, it is the responsibility of the Customer to ensure that each such person is responsible for the operations of the account, and each such person shall be bound by the terms and conditions hereof. The Bank shall not be responsible in any manner for misuse of the password.

#### **8) Funds Transfer**

The **USER** shall not use or attempt to use **ADCBNETLINK** for Funds Transfer without sufficient funds in the relative **ADCBNETLINK** account or without a prior/approved arrangement with the **BANK** for the grant of an overdraft.

The **BANK** will endeavour to effect such Funds Transfer transactions received through **ADCBNETLINK** provided there are sufficient funds available in the **USER'S** account. The **BANK** shall not be liable for any omission to make all or any of the payments or, for late payments due to circumstances beyond the control of the **BANK**.

#### **9) Bill Payments.**

(a) The **USER** shall maintain sufficient funds for payment of bills on the scheduled date. The **BANK** shall not be liable for non-payment due to insufficient balance or circumstances beyond the reasonable control of the **BANK**, including technical problems of connectivity, computer breakdown, non-availability of communication links, etc. The **BANK** shall not be liable for late payment on account of circumstances beyond its control.

(b) The **BANK** shall in no way be responsible for the non-payment of the **USER'S** bills within the time stipulated and the **USER** alone shall be bound to pay or discharge interest, penalty or any such charges. Further, the **BANK** shall not be called upon to indemnify the **USER**.

(c) All disputes such as excess billing, disconnection of service or facility, wrong credit or debit by the Service provider, shall be resolved by the **USER** only, and the **BANK** shall in no way be responsible for the same.

#### **10) Authority to the BANK**

(a) Banking transactions in the **ADCBNETLINK** account(s) are permitted through **ADCBNETLINK** only after authentication of the Login-name and password of the **USER**.

(b) The **USER** (along with the joint account holder, if any) grants express authority to the **BANK** for carrying out the **ADCBNETLINK** transactions performed by him through **ADCBNETLINK**.

(c) The **BANK** shall have no obligation to verify the authenticity of any transaction received from the **USER** through **ADCBNETLINK** or purporting to have been sent by the **USER** via **ADCBNETLINK** other than by means of verification of the Login-name and the password.

(d) The display or printed output that is produced by the **USER** at the time of operation of **ADCBNETLINK** is a record of the operator of the Internet access and shall not be construed as the **BANK'S** record of the relative transactions.

(e) The **BANK'S** own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within one week from the date of access of the customer's account by **USER** or within 10 days from the date of sending the periodical statement to the user.

#### **11) Accuracy of Information**

(a)The **USER** is responsible for the correctness of information furnished to the **BANK** through the use of **ADCBNETLINK** or through any other means such as electronic mail or written communication. The **BANK** accepts no liability for the consequences arising out of erroneous information furnished by the **USER**.

(b) If the **USER** suspects /notifies that there is an error in the information /Account information furnished to the **BANK** by him/her, he/she shall advise the **BANK** as soon as possible. The **BANK** will endeavour to correct the error wherever possible only on "Best efforts" basis but without assuming any liability for the same.

#### **12) Liability of the USER**

(a) If the **USER** has complied with the Terms and Conditions and advises the **BANK** in writing under acknowledgement of an authorised person of the **BANK** immediately after he/she suspects that his/her login-name or Password is known to another person and notices an unauthorised transaction/s in his/her **ADCBNETLINK** Account, he/ she shall not be liable for losses arising out of the unauthorised transactions occurring in the **ADCBNETLINK** accounts after the receipt of such advice by the **BANK**.

(b)The **USER** shall be liable for all loss from unauthorised transactions in the **ADCBNETLINK** account/s if he/she has committed a breach of the Terms and Conditions or contributed or caused the loss by negligent actions such as the following:

(i) Keeping the **ADCBNETLINK** Password in a written form or electronic form, or any other form.

(ii) Disclosing or failing to take all reasonable steps to prevent disclosure of the Login-name or password to anyone including **BANK** staff and/or failing to advise the **BANK** of such disclosure within reasonable time.

(iii) Not advising the **BANK** in a reasonable time about unauthorised access to or erroneous transactions in the **ADCBNETLINK** accounts.

#### **13) Liability of the BANK**

(a)The **BANK** shall not be liable for any unauthorised transactions occurring through the use of **ADCBNETLINK** which can be attributed to the fraudulent or negligent conduct by the **USER**.

(b) The **BANK** shall in no circumstances be held liable to the **USER** if **ADCBNETLINK** access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware error or any other reason beyond the control of the **BANK**.

#### **14) Indemnity**

The **USER** shall indemnify and hold the **BANK** harmless against any loss suffered by the **BANK**, its customers or a third party or any claim or action brought by a third party which is in any way the result of the improper use of the **ADCBNETLINK** by the **USER** or on account of

breach of any statutory provision by the USER or their designated person.

#### 15) Disclosure of Personal Information

(a) The **USER** agrees that the **BANK** or its contractors may hold and process his 'personal information' on computer or otherwise in connection with **ADCBNETLINK** service as well as for statistical analysis and credit scoring.

(b) The **USER** also agrees that the **BANK** may disclose, in strict confidence, to other institutions, such 'personal information' as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

- (i) For participation in any telecommunication or electronic clearing network.
- (ii) In compliance with a legal directive or any other statutory provision.
- (iii) For credit rating by recognised credit scoring agencies,
- (iv) For fraud prevention purposes.

The discretion of the **BANK** in this regard is final.

#### 16) BANK's Lien

The **BANK** shall have the right of set-off and lien, appropriation irrespective of any other lien or charge, present as well as future on the deposits/balances held in the **USER's** Account and/or any other account(s), whether in single name /joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the **ADCBNETLINK** Service extended to and/or used by the **USER**. The **BANK** shall have a right to appropriate the balances in the Account for claiming its dues.

#### 17) Proprietary Rights

(a) The **USER** acknowledges that the software underlying the **ADCBNETLINK** service as well as other Internet related software which are required for accessing **ADCBNETLINK** are the legal property of the respective vendors. The permission given by the **BANK** to access **ADCBNETLINK** will not convey any proprietary or ownership rights in the above software.

(b) The **USER** shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying **ADCBNETLINK** or create any derivative product based on the software.

#### 18) Minimum balance and charges

a) The **USER** shall maintain at all times such minimum balances in their **ADCBNETLINK** accounts as the **BANK** may prescribe and stipulate from time to time. Non maintenance of minimum balance will attract service fee at the Bank's discretion. Any changes in the fees shall be notified on the **BANK's** website 7 days in advance of the effective date of the change.

b) The **USER** authorises the **BANK** to recover all charges as determined by the **BANK** from time to time by debiting one of the **USER's** accounts. The **BANK** shall be free to withdraw of **ADCBNETLINK** service if the stipulation as regards minimum balance/deposit is not fulfilled at any time or the service charges cannot be recovered.

c) The **USER** undertakes to maintain sufficient balance in the account as stipulated by current tariff rates and also undertakes to keep such account funded for absorbing the debit on account of such charges.

#### 19) Non-Transferability

The provision /availability of **ADCBNETLINK** service to a **USER** is not transferable under any circumstances and shall be used only by the **USER**.

#### 20) Change of Terms and Conditions

The **BANK** has the absolute discretion to amend or supplement any of the Terms and Conditions at any time and will endeavour to give prior notice wherever feasible except for changes in Interest rates and/or other variations that are subject to market changes. The **BANK** may introduce new functionalities within the **ADCBNETLINK**

from time to time at its own discretion. By availing the use of new functionalities, the **USER** agrees to be bound by the terms and conditions applicable.

#### 21) Termination of ADCBNETLINK Services

(a) The **USER** may request for termination of the **ADCBNETLINK** service anytime by giving a written notice of at least 15 days to the **BANK**. The **USER** will remain responsible for any transactions made on his/her **ADCBNETLINK** account/s through **ADCBNETLINK** prior to the time of such cancellation of the **ADCBNETLINK** service.

(b) The **BANK** may withdraw **ADCBNETLINK** service anytime provided the **USER** is given reasonable notice under the circumstances.

(c) The closure of all **ADCBNETLINK** accounts of the **USER** will automatically terminate the **ADCBNETLINK** service.

(d) The **BANK** may suspend or terminate **ADCBNETLINK** services without prior notice if the **USER** has committed breach of these terms and conditions or the **BANK** learns of the death, Bankruptcy or lack of legal capacity of the **USER**.

#### 22) Notices

Notices under these Terms and Conditions may be given by the **BANK** and the **USER**:

(a) electronically to the mailbox of either party. Such notices will be regarded as being given in writing.

(b) by delivering them by hand or by sending them by post to the last address given by the **USER** and in case of the **BANK** to the address mentioned below:

Abu Dhabi Commercial Bank PJSC, 75, Rehmat Manzil, Veer Nariman Road, Mumbai- 400 020.

(c) In addition, the **BANK** may also publish notices of general nature, which are applicable to all **USER's** of **ADCBNETLINK** on its web site. Such notices will have the same effect as a notice served individually to each **USER**.

#### 23) Governing Law

(a) The Terms and Conditions and/or the operations in the accounts of the **USER** maintained by the **BANK** and/or the use of services provided through **ADCBNETLINK** shall be governed by the laws of the Republic of India and no other nation. The **USER** and the **BANK** agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these terms and conditions.

(b) The **BANK** accepts no liability whatsoever, direct or indirect, for non compliance with the laws of any country other than the Republic of India.

(c) The mere fact that the **ADCBNETLINK** Service can be accessed through Internet by a **USER** in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/or the operations in the **ADCBNETLINK** accounts of the **USER** and/or the use of **ADCBNETLINK**.

#### 24) General

(a) The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause.

(b) The **USER** shall not assign this agreement to anybody else.

(c) The **BANK** may sub-contract and / or employ agents to carry out any of its obligations under this contract.