

e-Statement Terms and Conditions

In consideration of The National Bank of Ras Al Khaimah (P.S.C) (the "Bank") agreeing to the Customer's request that future transaction accounts statements, credit card statements, fixed deposit advices, outward and inward remittance advices and/or any other services added by the Bank from time to time are sent to the Customer via electronic mail ("e-Statement") to such electronic mail ID (which may be an email address or, in respect of advices only, a facsimile number) as contained in the Bank's records and/or as instructed by the Customer to the Bank from time to time as outlined below ("Designated electronic mail ID"), the Customer hereby agrees as follows:

1. The Bank may, in its sole discretion, send e-Statements to the Customer if the Customer has requested for the e-Statement services and provided the Designated electronic mail ID to the Bank as outlined below. The Customer may choose any of the following options to register or subscribe for e-Statement services by:
 - submitting duly signed Registration Form (in the Bank's standard format and containing the e-Statement Terms and Conditions) to any of the Bank's Branches; or
 - RAKDirect Phone Banking and / or Interactive Verification System (IVR) (Personal Accounts only). If the Customer has not registered for IVR, the Customer has to first register for IVR and obtains a Telephone Identification Number (TIN) and then the Customer can proceed for registration of e-Statement services. Once e-Statement registration is complete, the Customer will receive an email containing the e-Statement Terms and Conditions. The Customer will be deemed to have accepted these unless the Customer calls the Bank and cancels its e-Statement registration; or
 - Online Banking (Personal or Business Accounts which have registered for the Bank's Online Banking Services). The Customer must login and request for e-Statement registration. By ticking the box provided the Customer indicates that they agree, accept and are in receipt of e-Statement Terms and Conditions.

The Customer will be subscribed to the e-Statement services upon registration. However, if the Customer would like to opt out of any of the individual e-Statement services, the Customer should clearly indicate the same at the time of registration for the e-Statement services or may subsequently notify the Bank in writing or by Phone Banking.

At the time of registration, the Customer has the option to choose facsimile transmission as the delivery mode for the advices. The Bank will attempt to send the advices to the facsimile number provided by the Customer on the Registration Form or via Phone Banking and/or Online Banking services. If such transmission is rejected for any reason whatsoever, it shall be the responsibility of the Customer to inform the Bank of non-receipt of the advices or to change the facsimile number provided to the Bank in writing at any of Bank's Branches or via Phone Banking. The Bank will not be liable for non-receipt of any advice by the Customer due to incorrect facsimile number or for any other reason whatsoever. The Customer understands that delivery mode for statements will be via electronic mail only.

2. Upon registration for e-Statement services, the Customer will receive each e-Statement at the Designated electronic mail ID, which shall be attached together with the electronic mail notification. The Bank will send each e-Statement to Customer's primary Designated electronic mail ID as provided by the Customer and if such transmission is rejected for any reason whatsoever, the Bank will attempt to send the e-Statement to the secondary Designated electronic mail ID (if applicable), if provided to the Bank. It shall be the responsibility of the Customer to notify the Bank in writing directly at any Bank Branch or through RAKDirect phone banking with regards to non-receipt of an e-Statement or any change in the Designated electronic mail ID. The Bank will not be liable for non-receipt of any e-Statement by the Customer due to incorrect electronic mail ID or for any other reason whatsoever.
3. The Customer agrees to notify the Bank if the Customer is unable to access or has not received any e-Statement or, following receipt of an e-Statement, if there is any unauthorised transaction, discrepancy, omission, inaccuracy or wrong entry in the e-Statement within fifteen (15) days from either:
 - (i) the delivery of the e-Statement by the Bank to the Customer; or
 - (ii) if the Customer is unable to access the e-Statement and notifies the Bank, upon the Customer receiving and getting access to e-Statement. Subject to above, the Customer shall be deemed to have received and accepted as true and correct all the entries in the e-Statement upon expiry of the fifteen (15) day period prescribed above.
4. The Customer unconditionally and irrevocably indemnifies and hold harmless the Bank, its shareholders, directors, employees, officers, representatives (each an "Associated Person") from, and waives any right that accrues to the Customer at law against the Bank or any Associated Person with regard to, any losses, costs, damages incurred or sustained by the Customer, directly or indirectly, as a result of generating, delivering, managing, errors, viruses, disruption, delays, unauthorised alteration, unauthorised usage/ access, inaccuracy, interruption, interception, unavailability of e-Statement services, communication failure, electrical or network failure or other equipment failure that may result in an e-Statement being incomplete or unavailable, disclosure of confidential information to third parties or manipulation of the data or otherwise caused as a result of delivery of an e-Statement to the Designated electronic mail ID.
5. The Customer understands and agrees that the storage of information contained in an e-Statement including, without limitation, the account information, transaction activity, the account balances, remittances and any other information stored on the Customer's personal computer by reason of receipt of an e-Statement shall be stored at the Customer's risk and liability and the Bank shall not be responsible for any unauthorised access by or disclosure of such information to third parties.
6. The e-Statement services are provided at sole discretion of the Bank and the Bank may choose to modify, amend, suspend, withdraw, cancel, terminate or discontinue the e-Statement services at any time. In the event of such modification, amendment, suspension, withdrawal, cancellation, termination or discontinuance of the e-Statement services, the Bank shall notify the Customer either by mail, electronic mail, facsimile or otherwise placing notices at the Bank's offices or branches and the Customer agrees to be bound by the same.
7. The Customer acknowledges and agrees that once the e-Statement services are provided to the Customer, the Bank will cease to provide the Customer with printed and mailed statements, advices and/or confirmations. If the Customer chooses to cancel or opt out of e-Statement services by informing the Bank in writing or through RAKDirect Phone Banking, the Bank should thereafter cease to send e-Statements to such Customer. The Bank shall revert and start sending the statements in physical/printed paper form to the Customer's last mailing address appearing in Bank's record.
8. The Customer further acknowledges that the use of and the transmission of information via electronic mail may not be guaranteed to be secure. The Customer is the owner and user of the Designated electronic mail ID and shall take all necessary security measures and precaution to ensure that any unauthorised party does not access the Designated electronic mail ID. The Customer is aware that any unauthorised use of an e-Statement by the Customer or any third parties (whether authorised or unauthorised by the Customer) may result in appropriate action being taken against the Customer. The Customer shall not, or allow third parties (whether by self or otherwise) to, re-engineer, modify, disseminate, copy, decompile any e-Statement provided by the Bank to the Customer.
9. The Customer agrees and authorizes the Bank to advertise its products and services along with the e-Statement services to the Designated electronic mail ID from time to time. The Bank also reserves the right to charge a fee for providing e-Statement services to the Customer in such amount as may be advised by the Bank from time to time as permitted under the Terms and Conditions governing Personal Accounts and/or Business Accounts (as applicable).
10. If the Customer opts to receive e-Statement services, the Customer shall be deemed to have accepted and agreed to be bound by these Terms and Conditions, as amended by the Bank from time to time. For registration via RAKDirect Phone banking and IVR, the first electronic mail shall carry the e-Statement Terms and Conditions. The Customer agrees that receipt of such electronic mail shall constitute acceptance to the Terms and Conditions related to e-Statement services. Use of the e-Statement services will constitute Customer's agreement and receipt of these Terms and Conditions as well as the acknowledgement of the inherent risks in the transmission of e-Statement via electronic mail.
11. The Customer confirms that these Terms and Conditions shall be in addition to and not in substitution of the Terms and Conditions governing Personal Accounts and/or Business Accounts (as applicable). In the event of any conflict between both and/or any other relevant Terms and Conditions, the Terms and Conditions of these e-Statement Terms and Conditions shall prevail to the extent of such conflict.