

India Online Terms and Conditions

1. India Online (IOL) is a money transfer facility available on ADCB Personal Internet Banking. Money can be transferred through the National Electronics Funds Transfer (NEFT) system & Real Time Gross Settlement System (RTGS) of Reserve Bank Of India (RBI) to all the Indian banks' branches listed therein:
2. Bank shall act upon instructions for transfer of funds using the NEFT/RTGS system of RBI only upon receipt of complete information required for initiating such transfer of funds for giving effect to the instructions; Instructions are accepted on a best efforts basis. Abu Dhabi Commercial Bank PJSC shall not in any way be held responsible for any liability or claim arising or which may arise from the use of this Online Service which shall be at the customer's sole responsibility.
The transaction shall be initiated by the Bank:
 - I. for NEFT, on the date of the instruction as per the RBI clearing timings specific to the location of the branch where the Customer holds the Account and the city notified by RBI for NEFT transaction clearings;
 - II. For RTGS, on the date of the instruction as per the RBI clearing timings at the location of the branch where the Customer holds the Account.
 - iii. The transaction may be rejected or cancelled in case the instructions and or /any information provided by the Customer does not meet the security procedures of the Bank / the Reserve Bank of India/ the beneficiary bank.
 - iv. The Customer also understands that the transaction may also be cancelled/rejected without any liability on the Bank due to any of the reasons like for example and not limited to the designated account of the beneficiary not being maintained by the beneficiary bank, an attachment order having been passed in respect of the designated beneficiary account by a competent authority/court, in case of any of the details pertaining to the beneficiary/beneficiary account details recorded with the beneficiary bank or branch not being part of the clearing system or any other reasons beyond the control of the Bank and/or the beneficiary bank.
3. The Customer acknowledges and understands that the completion of transactions for transfer of funds based on the Customer's instruction shall involve various counter-parties.
4. The Customer understands that the provision of NEFT/RTGS is subject to the guidelines and regulations issued from time to time by the RBI in this behalf.
5. The Customer confirms that the Bank shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of other parties or any other circumstances beyond the control of the Bank.
6. Without prejudice to the generality of the foregoing, the Customer agrees and accepts its responsibility to compensate/reimburse the Bank for any losses, claims or actions and to save, keep harmless and keep protected the Bank against any improper/ fraudulent

instructions purporting to be received from the Customer and/or for furnishing incomplete information.

7. The Customer understands that the provision of NEFT/RTGS is subject to the guidelines and regulations issued from time to time by the RBI in this behalf.

8. The RBI and/or any other agency/company appointed by the RBI in this regard shall be an intermediary/a service provider in the process of settlement of a transaction initiated using any of NEFT/RTGS and, subject to the availability of sufficient funds in the Account, a transaction should be deemed to be complete in all respects

(a) In case of RTGS, upon settlement of the transaction by the central system of the Reserve Bank of India,

(b) In case of NEFT, if the transaction message is not returned unaffected by the Bank within a reasonable time (decision of the Bank as regards reasonable time shall be final).

9. The Account Holder agrees that routine maintenance requirements, excess demands on the systems Force Majeure and circumstances beyond the Bank's control may result in India Online on ADCB Personal Internet Banking not being available during its normal operating hours and hence shall not be liable for any delay or whatsoever in this respect. The Account Holder has sole responsibility for:

(a) Ensuring availability of sufficient funds in the Account to which ADCB Personal Internet Banking relates before effecting any transfers and the Bank shall not be responsible for any rejected transaction in case of insufficient funds. If for any reason an Account is overdrawn by the use of ADCB Personal Internet Banking, the Account Holder shall be responsible for immediately making up the deficit including towards any associated charges by a direct payment or transfer of funds from any other account maintained with the Bank or with another bank.

10. Complying with the Bank's general terms and conditions of operating account(s) including the Accounts;

(a) The accuracy of all information transmitted to the Bank's systems by the Account Holder;

(b) Using ADCB Personal Internet Banking as directed by the Bank; and

(c) Checking the Account records and statements carefully and promptly notifying the Bank of any discrepancies

11. The Account Holder also undertakes:

(a) To promptly notify the Bank immediately of any faults, errors or inconsistencies in the use or operation of ADCB Personal Internet Banking;

(b) Not to use ADCB Personal Internet Banking for any illegal or unauthorised purpose; and

(c) To execute any additional documents that may be required by the Bank prior to provision of any modified/ additional facilities under ADCB Personal Internet Banking

12. The Account Holder will be liable for any loss of funds arising from a transaction if:

(a) The activity was fraudulent,

- (b) The Account Holder failed to observe any of the security responsibilities referred to in these Terms and Conditions; or
- (c) The Account Holder has delayed notifying the Bank of the unauthorised transaction

13. Without prejudice to the generality of the foregoing, the Customer agrees and accepts its responsibility to compensate/reimburse the Bank for any losses, claims or actions and to save, keep harmless and keep protected the Bank against any improper/ fraudulent instructions purporting to be received from the Customer and/or for furnishing incomplete information.

14. For any technical/connectivity issues known to the bank, Bank will debit the customer first and then take remedial steps to either process the transaction further offline The crediting of the funds to the beneficiary account for valid transactions may exceed the stipulated business working days

15. Business Days are Monday to Thursday excluding public holidays in UAE and India.

16. ADCB reserves the right and the Customer hereby authorizes the Bank to reverse any entries erroneously passed, with or without notice to/from the Customer; and to debit/credit the Account to the extent required to correct any erroneous entries that may have been inadvertently made by the Bank.

17. All the transactions received as rejected from beneficiary bank for whatever reason, the reversal will be carried out at the exchange rate prevailing on the date of reversal and not as of the date when the transaction was conducted.

18. Tax liability, or any legal requirement for any disclosures if any, shall be the sole responsibility of the remitter and/or the beneficiary as applicable.

19. ADCB reserves the right to levy any service fee / tax / charges as may be deemed fit at any point in time without any prior notice.

20. The above terms and conditions shall be in addition to the General Terms and Conditions for Account Operation, 'TouchPoints – Rewards Program Terms and Conditions' and any other relevant terms and conditions, which remain applicable; ADCB reserves the right, at its absolute discretion, to vary, delete or add to any of the above terms and conditions from time to time, and to change the fees, service charges and/or terminate the service, without any prior notice; These Terms and Conditions shall be governed by Abu Dhabi Laws and federal Laws of UAE; and the Courts Abu of Dhabi shall have Jurisdiction over all matters and disputes arising out of them.