

Supplemental Conditions for Online Banking Service – Private Banking Non-Personal Accounts

1. Introduction

1.1 These Supplemental Conditions apply to your use of our website at <https://online.eabplc.com> (the “Website”) to access certain accounts you hold with us (each an “Account”) (the “Online Banking Service”). These Supplemental Conditions are additional to, and form part of, the Private Banking Terms and Conditions (Non-Personal Accounts) applicable to any Accounts that you are accessing through the Online Banking Service. If there is any conflict between these Supplemental Conditions and the Private Banking Terms and Conditions (Non-Personal Accounts), these Supplemental Conditions will apply. Please read these Supplemental Conditions carefully and keep a copy for your records. Before accessing the Online Banking Service you must accept these Supplemental Conditions.

1.2 All definitions used in the Private Banking Terms and Conditions (Non-Personal Accounts) have the same meaning in these Supplemental Conditions and in addition:

“Credentials”	means the details that are used to verify your identity and limit access to the Online Banking Service to you and includes your user ID, your first and second passwords and any other security information including your OTP;
“Delegate”	means the person authorised by the Account-holder in the completed Online Banking Registration Form (or subsequent variation duly notified to us in writing and accepted by us) to access the relevant Account(s) through the Online Banking Service;
“OTP Equipment”	means the token through which you generate OTPs or the mobile phone to which we send your OTPs;
“OTP”	means a one-time passcode which we will either send to your mobile as an SMS message or which you will generate using a token supplied to you by us;
“We”, “us” “our”	means Europe Arab Bank plc with our registered office at 13-15 Moorgate, London, EC2R 6AD; and
“You”, “your”	means the Account-holder who registers to use the Online Banking Service and also includes, where the context requires, the Account-holder’s Delegate.

2. Changes to the Online Banking Service

2.1 The layout, form and wording of the site(s) or screens through which you access the Online Banking Service and the Online Banking Service screens themselves, are subject to change by us. We will make such changes without telling you.

2.2 We may make changes to these Supplemental Conditions at any time in accordance with the Private Banking Terms and Conditions (Non-Personal Accounts).

3. Accessing the Online Banking Service

3.1 To use the Online Banking Service you must first register as a user. During the registration process you will be asked to:

1. complete and sign our registration form for the Online Banking Service. We will then write to you with an initial user ID and a password, sent by post to the address you have previously given us; or to such other address as you have agreed with us;
2. enter the initial user ID and password that we sent to you; and
3. personalise your access by setting your own user ID and passwords.

Your passwords must not be easily identifiable or capable of being guessed. Failure to ensure this may mean that you are unable to hold us liable for any loss you incur as a result (see paragraph 7.4 below). If you have not completed these three steps you will not be able to use the Online Banking Service.

3.2 When accessing the Online Banking Service through our Website you agree to use the Online Banking Service and our Website in accordance with these Supplemental Conditions and with the terms of use which govern your use of our website and which can be read at www.eabplc.com/?page=31.

3.3 You are responsible for ensuring that the equipment and devices that you use to access the Online Banking Service at all times fulfil our compatibility requirements, which are set out in the Security Tips linked via the Online Banking Service home page.

3.4 You must take reasonable steps to ensure that the appropriate anti-virus, anti-malware and firewall technology is installed on your equipment and devices and kept up to date. We do not promise that the operation of our Website or the Online Banking Service will be uninterrupted or error-free, nor that they will be free from viruses, corrupted files, Trojan horses or other similar software or programs that may be used to access, modify, delete or damage any data files or other computer programs used by you.

3.5 Although we will use reasonable efforts to keep the Website and the Online Banking Service available to you at all times, from time to time they may be unavailable, for example in order to undertake maintenance or perform upgrades. Where possible, we will let you know in advance of a planned interruption. We will not be liable to you for any loss or damage arising to you if the Website or the Online Banking Service is unavailable at any time or if access is interrupted.

4. Authentication and Instructions to us

4.1 In order to access the Online Banking Service, whether directly or through a third party, you must enter your Credentials. We will also require you to enter your Credentials if you carry out any action through the Online Banking Service which we consider may imply a risk of payment fraud or other abuses.

4.2 Where your Account is one from which you can instruct us to make a payment using the Online Banking Service, you will be asked to authorise each instruction at the time you make it. A payment instruction using the Online Banking Service will be regarded as authorised by you where you enter the required Credentials. A payment instruction which you make (or a person authorised by you in accordance with the Private Banking Terms and Conditions (Non-Personal Accounts) makes) after 4:00pm in London on a Business Day, or on a day which is not a Business Day, shall be deemed to have been received by us on the next following Business Day. However, if it is an instruction to make a future-dated payment, it shall be treated as received on the date on which the payment is to be made, or if that is not a Business Day, on the next following Business Day after that date.

4.3 A payment instruction made using the Online Banking Service cannot be withdrawn once you have authorised it. However, if the instruction relates to a future-dated payment it can be withdrawn in accordance with paragraph 7.3.5 of the Private Banking Terms and Conditions (Non-Personal Accounts) and through the Online Banking Service until 08.30 GMT on the date that the payment is due to leave your Account.

5 Blocking Access and Refusing Transactions

5.1 We may at any time suspend or restrict your access to the Online Banking Service if:

- we are concerned about the security of the OTP Equipment or your Credentials;
- we suspect that the Online Banking Service is being used to access your Account in an unauthorised, illegal or fraudulent manner;
- we need to do so to comply with the law of any jurisdiction;
- in our reasonable opinion you breach these Supplemental Conditions or the Private Banking Terms and Conditions (Non-Personal Accounts);
- you make a report to us under paragraph 7.3 below

5.2 Unless telling you would be unlawful or would compromise security, where possible we will tell you by phone, email or an SMS message, giving our reasons, before suspending or restricting your access to the Online Banking Service. Where it was not possible to tell you in advance, we will inform you afterwards, giving our reasons.

5.3 We will restore your access to the Online Banking Service as soon as practicable once the reasons for the suspension or restriction cease to exist and we will tell you by phone, email or an SMS message.

6. Cancelling Access

6.1 You can stop using the Online Banking Service at any time and you can cancel your registration by calling us on 020 7355 8230 or by emailing us at privatebanking@eabplc.com. We will not charge you for cancelling your Online Banking Service registration.

6. We will cancel your access to the Online Banking Service if you close your Account and/or if your relationship with us comes to an end.

7. Keeping the Online Banking Service Safe

7.1 You should keep the OTP Equipment and your Credentials with the same level of care and diligence as if they were cash and you undertake to us that you will not disclose or allow them to be used by any unauthorised person. This includes ensuring that you do not leave your equipment or devices unattended while you are logged in to the Online Banking Service.

7.2 We will never ask you for your Credentials and, subject to any provisions to the contrary in your Private Banking Terms and Conditions (Non-Personal Accounts) relating to payment initiation services provided by third parties, you should not provide your Credentials to anyone, even if that request seems to come from us.

7.3 If you know or suspect that

1. the equipment through which you normally access the Online Banking Service or the OTP Equipment has been lost or stolen; or
2. someone else has access to your Account through the Online Banking Service; or
3. your Credentials are known to an unauthorised person

you must tell us immediately either by calling us on 020 7712 8830 (ordinary charges apply) or by emailing us at eabemergency@eabplc.com (free of charge), which are both available 24 hours a day. You must also change your Credentials immediately by accessing the "My Profile" tab displayed on the Online Banking Service home page.

7.4 We will not be liable to you for any loss or damage arising from any unauthorised transaction where you acted fraudulently or where you intentionally or negligently failed to use the Website and/or the Online Banking Service in accordance with these Supplemental Conditions and the Private Banking Terms and Conditions (Non-Personal Accounts) (including the obligation to keep safe the Online Banking Service, the Credentials and the OTP Equipment). Details of how we expect you to keep the Online Banking Service, the Credentials and the OTP Equipment safe can be found on our Website at <https://online.eabplc.com>. We may change the security steps we expect you to take at any time, and will give you advance notice if we do so.

8. Liability

8.1 We will not be liable for any loss or damage arising from any failure of any equipment, software or services which is required for the successful use of our Website or the Online Banking Service and over which we have no control.

8.2 We will not be liable to you for any loss or damage caused by any form of malware or other technologically harmful material that might infect your computer, device or equipment, programs, data or other proprietary material due to your use of the Website and/ or the Online Banking Service.

9. General

9.1 There is no charge for the Online Banking Service. However, other taxes or costs may exist that are not paid via us or imposed by us. For example, your internet provider may charge you.

9.2 These Supplemental Conditions are governed by the laws of England and Wales. They are in English and we will communicate with you in English.

9.3 You acknowledge that all intellectual property rights related to the Online Banking Service are the sole property of us or our licensors. You are prohibited from sub-licensing, copying, renting, transferring, selling, displaying, publishing, broadcasting, dealing, distributing, reverse engineering, amending or commercially using such rights whether totally or partially.

10. Our Regulators

10.1 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Not all of our products and services are regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

11. Complaints

11.1 All complaints should in the first instance be made in writing to EAB Private Banking at Europe Arab Bank plc, 35 Park Lane, Mayfair, London W1K 1RB. A full investigation will then be undertaken, with our findings notified in writing to you. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

12. Compensation Scheme Membership

- 12.1** We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors - including individuals and small businesses - are covered by the Scheme.
- 12.2** In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each, making a total of £170,000. The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.