الأحكام والشروط - خدمة الوسيط الإلكتروني

General Terms and Conditions - eBroker Services
Risks relate

That certain affairs are

involving

'customer' agreements.

In these Terms & Conditions, the definition of each term used is the following:

'Electronic order' means a sale or purchase order made through the e Broker Service for purchase of sale of securities.

- 1. The Broker will provide the Customer with access to Internet based trading system in the Markets to place Electronic Orders to the Markets in accordance with set systems and procedures.

- 2. The Broker will assign user identification to the Customer which provides access to the Customer Account the ("Password") which will initially set by the Customer and which the Customer will be responsible for the use and maintenance of the confidentiality of the Password including, without limitation, responsibility for all Electronic orders placed in the Customer Account by the Customer or by any third party to which the Customer has given authorisation to use the Password.

- 3. By placing an Electronic Order, the Customer expressly agrees that the use of that e Broker Service is at the Customer's sole risk and the Customer agrees to take any other action as may be deemed necessary or appropriate by the Broker in order to give effect to transactions undertaken pursuant to this electronic order.

- 4. Electronic orders will be sent through the e Broker Service accessed by the designated password to the Customer. Electronic orders placed by the Customer's Password will not be processed or transmitted to the Broker or to pass on the Electronic Order to the market or effect the transaction in the Customer Account.

- 5. In consideration for subscription, availability and utilization of the e Broker Service, the Broker will charge the Customer the fees as the Broker may prescribe from time to time in the schedule of fees attached to the online trading application. The Broker reserves the right to revise the fees at anytime immediately after notification of the new fees and the Customer hereby authorises the Broker to charge the revised fees to any of the Customer accounts held with the Bank.

- 6. The Customer also acknowledges that with respect to Electronic orders placed in the Customer Account by the Customer or by any third party, to the online trading application. The Broker reserves the right to revise the fees at anytime immediately after notification of the new fees and the Customer hereby authorises the Broker to charge the revised fees to any of the Customer accounts held with the Bank.

- 7. The Customer also acknowledges that with respect to Electronic orders placed in the Customer Account by the Customer or by any third party, to the online trading application. The Broker reserves the right to revise the fees at anytime immediately after notification of the new fees and the Customer hereby authorises the Broker to charge the revised fees to any of the Customer accounts held with the Bank.

- 8. The Customer acknowledges that it is aware of what risks may be attendant on, and what losses may be sustained by, its investments in securities through Internet trading, and in particular the following:

- That the processing of Electronic orders entered may not be affected immediately, and that in this regard they follow the procedural system laid down by the Market.

- The potentially grave consequences of the processing of Electronic orders entered through the Internet, in view of the rapidity of price-changes pursuant to the mechanism of supply and demand in the Market.

- That certain Electronic orders may not be executed or may be subject to delays in execution by reason of the mechanism of supply and demand in the Market.

- The possibility of losses being incurred by reason of delay in the execution of Electronic orders or the non-execution thereof for any technical reason, unless this is through fault or carelessness on the part of the Broker.

In these Terms & Conditions, the definition of each term used is the following:

'Electronic order' means a sale or purchase order made through the e Broker Service for purchase of sale of securities.

'Broker' means Emirates NBD Securities L.L.C.

'Customer' or 'user' means any natural or corporate person, or their authorized representative, who submits Online Trading Application to the Broker for securities trading through the e Broker Service.

'Customer Account' means the trading account held by the Customer with the Broker for the purpose of trading in any Market.

'e Broker Service' means the online applications system provided by the Broker to carry out share trading transactions via the Internet.

'Market' means the Dubai Financial Market/Abu Dhabi Securities Market/any other markets where securities elsewhere may be transacted.

In these Terms & Conditions, the definition of each term used is the following:

'Electronic order' means a sale or purchase order made through the e Broker Service for purchase of sale of securities.

- 1. The Broker will provide the Customer with access to Internet based trading system in the Markets to place Electronic Orders to the Markets in accordance with set systems and procedures.

- 2. The Broker will assign user identification to the Customer which provides access to the Customer Account the ("Password") which will initially set by the Customer and which the Customer will be responsible for the use and maintenance of the confidentiality of the Password including, without limitation, responsibility for all Electronic orders placed in the Customer Account by the Customer or by any third party to which the Customer has given authorisation to use the Password.

- 3. By placing an Electronic Order, the Customer expressly agrees that the use of that e Broker Service is at the Customer's sole risk and the Customer agrees to take any other action as may be deemed necessary or appropriate by the Broker in order to give effect to transactions undertaken pursuant to this electronic order.

- 4. Electronic orders will be sent through the e Broker Service accessed by the designated password to the Customer. Electronic orders placed by the Customer's Password will not be processed or transmitted to the Broker or to pass on the Electronic Order to the market or effect the transaction in the Customer Account.

- 5. In consideration for subscription, availability and utilization of the e Broker Service, the Broker will charge the Customer the fees as the Broker may prescribe from time to time in the schedule of fees attached to the online trading application. The Broker reserves the right to revise the fees at anytime immediately after notification of the new fees and the Customer hereby authorises the Broker to charge the revised fees to any of the Customer accounts held with the Bank.

- 6. The Customer also acknowledges that with respect to Electronic orders placed in the Customer Account by the Customer or by any third party, to the online trading application. The Broker reserves the right to revise the fees at anytime immediately after notification of the new fees and the Customer hereby authorises the Broker to charge the revised fees to any of the Customer accounts held with the Bank.

- 7. The Customer also acknowledges that with respect to Electronic orders placed in the Customer Account by the Customer or by any third party, to the online trading application. The Broker reserves the right to revise the fees at anytime immediately after notification of the new fees and the Customer hereby authorises the Broker to charge the revised fees to any of the Customer accounts held with the Bank.

- 8. The Customer acknowledges that it is aware of what risks may be attendant on, and what losses may be sustained by, its investments in securities through Internet trading, and in particular the following:

- That the processing of Electronic orders entered may not be affected immediately, and that in this regard they follow the procedural system laid down by the Market.

- The potentially grave consequences of the processing of Electronic orders entered through the Internet, in view of the rapidity of price-changes pursuant to the mechanism of supply and demand in the Market.

- That certain Electronic orders may not be executed or may be subject to delays in execution by reason of the mechanism of supply and demand in the Market.

- The possibility of losses being incurred by reason of delay in the execution of Electronic orders or the non-execution thereof for any technical reason, unless this is through fault or carelessness on the part of the Broker.

In these Terms & Conditions, the definition of each term used is the following:

'Electronic order' means a sale or purchase order made through the e Broker Service for purchase of sale of securities.

'Broker' means Emirates NBD Securities L.L.C.

'Customer' or 'user' means any natural or corporate person, or their authorized representative, who submits Online Trading Application to the Broker for securities trading through the e Broker Service.

'Customer Account' means the trading account held by the Customer with the Broker for the purpose of trading in any Market.

'e Broker Service' means the online services system provided by the Broker to carry out share trading transactions via the Internet.

'Market' means the Dubai Financial Market/Abu Dhabi Securities Market/any other markets where securities elsewhere may be transacted.
The Customer shall solely bear all liability arising from his investing in, or omission of any such data, information or message, transmission and fitness for a particular purpose, other than those warranties which are, or as a result of fraud, negligence or any failure on the part of the Customer constitutes acceptance and agreement of such alterations. Accordingly, the Broker does not accept liability for any claim or loss resulting from disclosure of the Customer’s User ID or Password to a third party including an employee of the Broker. Accordingly, the Broker does not accept liability for any claim or loss resulting from disclosure of the Customer’s User ID or Password to a third party including an employee of the Broker. The Customer shall keep strictly confidential the Customer’s unique USER ID and Passwords, and undertakes to never disclose such USER ID or Passwords to any third party including an employee of the Broker. The Customer shall not in any way reproduce or copy any software, pages or documents provided by the Broker, and that it shall not download or divert the service software from any computer or electronic device, except with the express written consent of the Broker.

14. Any costs incurred towards internet usage to logon to the eBroker Service shall be for the Customer’s exclusive account.

15. The Customer acknowledges and agrees that the Broker has advised it, and that the Customer has taken note, of the current technology restrictions and limitations, and of the limitations and restrictions of any approved Market in the UAE service utilization; and that the eBroker Service may not be provided with the level of service, or transaction provided through the website, or with respect to any suppliers providing the eBroker Service will be uninterrupted or error free; and that the eBroker Services is provided information, software or services to the Broker may be terminated or suspended for any reason whatsoever, including but not limited to, breaches of any of these terms and conditions.

16. The Customer shall keep strictly confidential the Customer’s unique USER ID and Passwords, and undertakes to never disclose such USER ID or Passwords to any third party including an employee of the Broker. The Customer shall not in any way reproduce or copy any software, pages or documents provided by the Broker, and that it shall not download or divert the service software from any computer or electronic device, except with the express written consent of the Broker.

17. The Customer shall indemnify and hold the Broker and/or the Bank harmless against any and all claims that my arise in connection with the use of the eBroker Service by the Customer, or in any way inconsistent with the purposes and effects of these Terms & Conditions. The Customer shall indemnify and hold the Broker and/or the Bank harmless against any and all claims that my arise in connection with the use of the eBroker Service by the Customer, or in any way inconsistent with the purposes and effects of these Terms & Conditions.

22. The Customer shall indemnify and hold the Broker and/or the Bank harmless against any and all claims that my arise in connection with the use of the eBroker Service by the Customer, or in any way inconsistent with the purposes and effects of these Terms & Conditions. The Customer shall indemnify and hold the Broker and/or the Bank harmless against any and all claims that my arise in connection with the use of the eBroker Service by the Customer, or in any way inconsistent with the purposes and effects of these Terms & Conditions.

23. Neither the Broker nor any of its directors, officers, employees, agents, contractors, third party providers, information providers, licensors, or other suppliers providing the eBroker Service will be untreated or error free; nor do any of them make any warranty as to results that may be obtained from the use of the eBroker Service website, or as to the timeliness, accuracy, integrity, usefulness, reliability, availability or completeness of any content of any kind, either express or implied, including, without limitation those of merchantability and fitness for a particular purpose, other than those warranties which are incapable of exclusion, restriction or modification under the law applicable to this Terms & Conditions, or as a result of breach of any of these terms and conditions.

24. The Broker shall not be liable in any way for any inaccuracy, error or delay in, or omission of any such data, information or message, transmission or delivery of any such data information or message.
Neither the Broker nor any of its directors, officers, employees, agents, contractors shall be liable to the Customer for any loss damage cost, expenses or other liabilities suffered by the Customer, due to the Customer’s use eBroker Service provided by the Broker including but not limited to:

a) The interference or breach of eBroker Service by hackers or any third party which would result in the alteration or false placement of the Customer’s Electronic Orders. The Broker will assume no liability to compensate or reverse Electronic orders placed through the eBroker Service and all Electronic Orders hereafter placed under the login/password of the Customer shall be considered binding and final.

b) Liabilities arising from the loss of password or use of password by a third party or unauthorised persons. The Customer will be solely responsible for the use of the password.

c) Any malfunction in the eBroker service for any reasons such as program failures or service provider interruptions or virus attacks or other incidents which could result in the delay or failure to execute, modify, cancel or loss of Electronic Order through communication.

d) Any other eBroker Service related liabilities that are not mentioned above and commonly identified by acceptable industry professionals which are not attributable to a technical defect in the eBroker Service.

The Broker will retain the right to refuse to provide the service to any customer for any reason whatsoever, and to refuse to act upon or respond to any instructions or queries it may receive from the Customer via the internet without stating any reasons.

These Terms & Conditions are supplementary to, and form an integral part of the agreement signed by the Customer or will be signed in the future.

These Terms & Conditions are subject to and shall be governed by the laws of the United Arab Emirates as applied in the Emirate of Dubai.