

Online Banking General Agreement

Recitals:

The Customer presented a subscription application to utilize Al Rajhi Online Banking Services, that the Bank has introduced to offer the Customer an opportunity to receive a collection of banking services with ease and smoothness e.g. enquiry about the balance service, transfer from account to another account, payment of public utilities bills and other services. And whereas the Bank provides such services subject to this General Agreement and to the terms and conditions of each specific service agreement, therefore the two parties being in their full legal capacities have mutually agreed as to the following terms and conditions:

1.The above stated Recitals, the filled and signed form of application by the Customer to subscribe in the Online Banking Service and the specific service agreement and annexes thereof, shall form and constitute an integral part of the terms and conditions of this General Agreement

. 2.Accepting the Agreement

The Customer declares its awareness of ARB Al Mubasher Retail Internet Banking Privacy Policy (<https://www.almubasher.com.jo/retail/PrivacyPolicy.jsp>) and ARB Online Security Overview(<https://www.almubasher.com.jo/retail/OnlineSecurityStatic.jsp>) and hereby acknowledges that they constitute an integral and inseparable part of this Agreement.

. The Customer acknowledges that he has read and understood the terms and conditions that govern each of the specific services delivered under the umbrella of this Al Mubasher Agreement and that they constitute an integral and inseparable part of the latter Agreement.

The Customer acknowledges that by using any of the Online Banking services listed under Al Mubasher or authorizing others to use them, he/she agrees to be bound by the terms and conditions of this Agreement.

3.Definitions:

Bank: Means Al Rajhi Bank the provider of Al Rajhi Online Banking Service.Customer: Means the customer or his authorized agent who has an account with the bank and has accepted the terms and conditions mentioned herein to access Al Rajhi Online Banking Services.

Acceptance: means online acceptance by the Customer, of terms and conditions of this Agreement and of the online services, signified by pressing the Acceptance button shown on the

relevant web page or off line manual signature of the document(s) containing all or any of the said terms and conditions.

Authorized Agent: Means an individual who has been permitted by the customer to access each account in any manner and for any purpose available through Online Banking services.

Al-Rajhi Online Banking Services: Means, the online banking services which the customer choose to subscribe to, access and use by filling the application forms designed for the general service and forms of specific services and providing the user name and the password.

4. The Bank undertakes to execute all instructions and banking transactions on the subscribed service electronically transmitted by or received from the Customer provided that the same is in compliance with the law and regulation and the Bank internal business rules and practices as the Bank shall subject to its own discretion determines.

5. The Bank shall record and enter against the account of Customer any transaction that the Customer executes electronically, the Customer undertakes to pay the fees specified by the Bank for use of the general service and other specific services the Customer subscribed to . The Customer agrees that the fees shall be deducted from any account of the Customer maintained with the Bank.

6. The Customer hereby acknowledges that all payment instructions (including bills, Government payments, transfers inside and outside the bank) will be executed only when sufficient funds are available in customer's account as per the banks records.

7. The Customer admits its full, complete and entire responsibility regarding the use of this Online service as well as its full and complete responsibility regarding the acts and dispositions of him/herself or an authorized agent in using the Online services and performing the transactions as if the same are performed by him/herself, it further admits to assume the full and complete responsibility regarding the use of the username and the password and the necessary measures for keeping them safely and not to disclose the password to any body or employee of the Bank or to any other person or agency and it also admits its responsibility regarding the provision of the numbers of the accounts registered by it for the subscription in this service.

8. The Customer admits that the Bank, its affiliates and its employees are not responsible for any losses, damages, financial claims or otherwise that result from the use of the password, the Customer further undertakes, subject to the provision of Clause below ,to immediately inform the Bank by virtue of a confirmed letter if it comes to its knowledge that the password became known to others to enable the Bank to take the necessary actions, the Customer shall be responsible for all transactions and instructions issued by it up to 24 hours after the time the Bank has received the Customer's written notification . This is to allow for the time to enable the Bank to take the necessary steps to stop the service.

9. The Customer undertakes to fully keep and maintain the confidentiality of its accounts, information, banking transactions, financial transfers and other data and shall be responsible to the Bank, third parties, public authorities or any of them for any unlicensed or unauthorized use or imprudent disclosure and for all consequences that may result from the aforesaid whether directly or indirectly criminal or otherwise.

10. The Customer undertakes that he/she will not use online banking services for any types of illegal, fraudulent or defamatory purposes or take any step which could undermine the security or integrity of any electronic banking services or cause harm to or threaten to harm any other user of the electronic banking services.

11. The Customer hereby acknowledges its awareness and cognizance of all risks pertaining to the remote entry systems including the risks of breach of the Customer's confidential transactions or interception by a third party or any other security risks. The Customer further admits that the Bank is not responsible towards it or towards third parties for any damage that any of them may sustain during or by the reason of the use or purported use of the services where the cause of the said damages is attributable in full or in part to third parties or factors not within control of the Bank.

12. Customer agrees to authorize the Bank subject to the latter's own unfettered discretion to record all communications and instructions for Online Banking, and to use such voice recordings as evidences for contents therein in case of using the Help desk. For mutual protection the bank will at its own volition without any obligation on it so to do, record all telephonic calls that relates to the use of or include instructions for using Online Banking services.

13. The Bank does not provide any commitments or guarantees related to the quality, speed, performance, accuracy etc. and it does not guarantee the freedom of programs from faults or defects, the Bank undertakes to modify the adverse effects on the Customer's banking transactions that happened due to such faults or defects. The Customer admits and acknowledges that the Bank is not responsible for any loss or damage thereto related unless it commits trespass or negligence.

14.

(a) The bank is not responsible for the timely delivery of SMS alerts (mandatory / voluntary / automatic) as these are dependent on the telecom service provider operating inside and outside Jordan.

(b) The customer hereby acknowledges and declares that, the mobile number it has provided in Al Rajhi Bank ATM is correct exclusively belongs to, and used by the Customer and is at all times in its possession and the bank shall transmit SMS messages containing One Time Passwords and other financial alerts on this number as and when required. The customer admits its full responsibility to keep the said number in safe custody and usage and to promptly change the mobile number in the ATM if the said number is changed, damaged or lost by whatever reason

and hereby acknowledges that the Bank shall not be liable for any loss or damage arising from use of the number by a person other than the Customer, or from access by the number of accounts other than the Customer's account.

15. The Bank will not bear any responsibility for any failure in the program for any reason/event that is beyond its control and without any trespass or negligence on its part also it will not be responsible for any failures in the communication media or any computer virus or any related problems.

16. The Customer is obliged to possess computers and computer programs that satisfy the minimum specifications specified by the Bank or better. The Bank has the right from time to time to amend these specifications. The Bank will not bear any costs or damage that may be sustained by the Customer due to his non acquaintance with the specifications amended by the Bank. The Bank has the right to effect the modifications it considers suitable to develop and improve the service as to the design and / or the contents of the service without the need to notify the Customer and the Customer has the right to withdraw from this Agreement if such modifications are not acceptable to it.

17. The Customer acknowledges and admits its non ownership of intellectual property rights in the programs and documents of the Online services. It undertakes not to allow his/her Authorized Agent to copy ,amend or otherwise tamper with the programs or other related materials or to load or transfer the same and further undertakes to bear and assume responsibility for breach by him/herself or h/her Authorized Agent of this obligation and undertakes to compensate the Bank for any damage or loss sustained as a result thereof..

18. The term of this Agreement is one Gregorian Calendar year effective the date of the Acceptance hereof and is automatically renewable for similar term or terms unless either party hereto notifies the other in writing of its intention to terminate this Agreement one month prior to the date of expiration of its original or subsequent terms .

19. The Bank has the right to impose fees in cash in consideration of the use of this service whether charged for one-time or on an annual basis . Following the initial imposition of such fees or charges the Bank may from time to time subject to its discretion amend the amounts thereof , provided the amendment is communicated to the customer or displayed on the website or other media a minimum of 5 business days in advance. The use of the service by the Customer after the imposition or amendment of fees shall be deemed an acceptance by the Customer thereof and the Customer hereby irrevocably authorizes the Bank to deduct the initial or amended fees from Customer's current account.

20.

(a) The Bank may at any time without notice cancel this service or wholly or partly revoke the mandate given to the Customer if the Customer breaches the terms and provisions of this Agreement or any of the specific services agreements or if the Bank couldn't provide the service/s due to a cause or event beyond its control, provided that the Customer shall in both cases be refunded the sum of the fee already paid but not earned in pro rata with the remaining period of the contract.

(b) The Bank reserves the right to temporarily or indefinitely suspend all or any of the services deliverable under this agreement if it, in its sole unfettered discretion believes such a suspension is important to protect bank or customer's interests or to preempt fraud, illegality, breakdown of the banking services or for any other reason.

21. The Customer shall be liable to return all and every amount deposited in its account by fraud, mistake, malfunction or other impropriety whether or not the improper deposit is blamed on the customer the bank or a third party.

22. Bank has the right to recover all or any of such amounts which is improperly credited to Customer's account and to debit the account therewith . In case of overdraft of Customer's account the bank has the right to upload the Customer details for blacklisting till the recovery of the outstanding funds.

23. The Customer acknowledges that he/she is not allowed to use the electronic banking services for performing transactions for other Customers or individuals whether or not for free and hereby acknowledges its responsibility and liability for whatever damage they may be sustained by the Bank or any person whatsoever as a result of breach of this clause.

24. The Customer authorizes the Bank to send all notices and notifications pertaining to this service or the statements of accounts and confirmations of transactions, at any of the e-mail, fax, surface mail or mobile number addresses of the Customer stated in the application . The Customer acknowledges that notification at any one of the said addresses shall exonerate the Bank and be deemed as legal notification and further undertakes to notify the Bank in case there is a change in the said address. Unless and until such a change of address is duly communicated by the Customer to the Bank , all notices, advices and notifications are considered legal , regular and duly delivered if sent to an address stated in the application. The Customer may elect the medium of e- communication and in such a case all such notifications including statements of accounts shall be communicated via the customer cyber address.

25. Documents and statements of accounts presented by or from the Bank for the transactions executed or performed through this service shall be the reference for the two parties; the

Customer shall refer to the Bank in case of any fault or mistake to ensure the correctness and accuracy of the entry and data or information. All documents entries and information shall be deemed irrefutably valid if the Customer does not object in writing within 15 days from the date the information , document or entry is communicated or made available on line or otherwise.

26. Any delay or relax from the Bank in exercising any right or authority vested in it as provided for in this Agreement, shall not be considered a waiver of that right or authority and the Bank has the right to exercise the same at any time.

27. The Bank reserves the right to amend the terms and conditions of this Agreement or of any of the online services covered hereunder and notify the Customer of the said amendment(s) in accordance with the provision of Clause (24)above. Continuation by the Customer to use any of the services after being notified of such amendment shall be deemed an acceptance of the amendments by the Customer . .

28. The Customer undertakes to update its data and information maximum each three years or at any time if so requested by the Bank. The Customer likewise undertakes to renew its identification documents and present the same to the Bank in advance of the expiration of their term of validity .The services will be automatically suspended upon expiration of the maximum period of renewal or the validity of identification documents .

29. The execution, construction and interpretation of this Agreement and covered services agreements shall be made in accordance with the Jordan laws and regulations, whatever not provided for herein shall be dealt with in accordance with the Jordan laws and regulations that are not in violation of Islamic Shariah,. All disputes pertaining to this service shall be resolved before the Jordan Competent Court in the City of Amman.

30. Al Mubasher services will be available 365 days a year and 24 hours a day, except during system maintenance and upgrades. A message will be displayed in Al Mubasher in order to indicate and notify about the outage. event .

31. The customer acknowledges that it has read the User name and Password strength instructions specified by the Bank and understands its responsibility for configuring a strong password which although easy for the Customer to remember cannot easily be cracked by others.

32. The customer acknowledges that in case of any damage or financial loss incurred by the customer due to any failure in bank's system not excluded by the provisions of this Agreement , the Bank may subject to presentation of written complaint by the Customer investigate the damage or loss and may compensate the customer depending on the terms and conditions of the relevant product or service. Customer will be liable to provide sufficient evidence to prove the financial loss or damage and that it is caused exclusively by the bank's system failure.

33. The customer undertakes full responsibility for the safe custody of its mobile local or International numbers that has been provided to the bank through available channels. The Bank will send sensitive financial and non financial information and passwords to these mobile numbers and customer will take due diligence in maintaining the secrecy of the information thus sent and safe custody of mobiles and numbers.

The Customer online banking access is automatically blocked or deactivated if the customer has not used the service for duration of 6 consecutive months or performed at any time 3 invalid password attempts during login. Customer will be required to re-register / unblock the service with a valid ATM Card, ATM PIN, Account number and other additional validations that the bank may apply. The Bank will request customer's consent to block online services if the customer logs a request to block ATM card due to theft or loss or for any other reason.

The Customer may voluntarily block its own online account by making 5 (five) default attempts to gain access by intentionally using an invalid password each time. The customer is required to contact the call center to unblock the profile. The Customer hereby declares that it is solely responsible for all consequences of self blockage and exonerates the Bank from any liability or responsibility arising therefrom.

34. Cheque Book

(a) Prior to accepting delivery of a cheque book, the customer must ensure that the Cheque Book belongs to it , bears its correct credentials. and is intact with all enumerated pages . The customer must immediately notify the bank upon discovery that a cheque book does not belong to it , bears incorrect information or has missing page(s).

(b) the Customer must take all reasonable care in drawing cheques so as to preempt fraudulent alterations or forgeries. For any alterations on a cheque made by the Customer to be valid it must be signed by the Customer

(c) The Customer must inform the Bank immediately upon loss or theft of a cheque or a cheque book or upon suspicion that a cheque has been forged.

(d) to prevent fraud, the drawer must write the correct date of issuance on the cheque, The Bank shall pay any cheque presented to it on the date of presentation whether or not the cheque is post-dated .

(e) Subject to its unfettered discretion to determine each case on merits the bank is under no obligation to cash, deposit or accept cheques presented by the beneficiary after the elapse of seven months from the date of issuance yet the Bank does not warrant to the drawer that such a cheque will not be cashed or accepted for collection..

(f) If the customer wants to stop a cheque, it must instruct the Bank in writing in accord with the Bank procedure. The bank will not stop a cheque covered by a cheque guarantee card or a cheque which has already been paid or cashed by it. The Customer understands that countermand of cheque payment could be a criminal offence under Section 118 of the Negotiable Instruments Act and hereby acknowledges that a counte

35. Standing Order The Customer hereby acknowledges that a Standing Order authorizes the bank to continuously deduct from the customer's account the amount(s) and for the duration as stipulated in the instruction or obligation until the bank has received a cancellation request from the customer or the obligor . The Customer acknowledges that it can't cancel a standing order if it is to pay any obligations on the customer toward Al Rajhi Bank or a third party unless the customer has a clearance from the bank or obligor.. The customer warrants the correctness of all information in the instruction or obligation and acknowledges that Al Rajhi Bank is not responsible in case inaccuracy of such information or in case the customer unduly cancels the standing order, or has no sufficient funds in its account on deduction date, or in case of emergency suspension or errors in communication systems, inaccurate beneficiary information, inability to transfer to the beneficiary due to any reason. beneficiaries' misunderstanding, inability to reach the beneficiary for any reason, undelivered bills (if there are any) or late delivery

36. Contact Us: Customer understands and acknowledges that all critical events or occurrences which may have a financial impact on the customer must be immediately reported through the Call Center. The customer should not disclose his/her ATM card number, ATM PIN, Credit card number or PIN through this service or to any Bank staff. The Bank endeavours to promptly process a complaint duly submitted and inform the Customer of its decision with relation thereto.

37. Aman Security Token: Aman Al Rajhi is software or hardware based Security Token. Software based token is installed on a mobile phone whereas hardware based token is a physical device which generates time based One time passwords. The Security token is linked to customers profile and provides an additional level of security for electronic banking session and transactions. The security token cannot be shared or used by anyone else, duplicated or assigned to any other profile other than the customer. This service is subject to the following terms and conditions;

a) The Customer voluntarily consented to installation of the software and/or hardware and the linkage of the Security Token to its profile.

- b) Al Rajhi Bank will apply a onetime, non refundable fee amounting JD 80 for issuing a security token to the customer. The fee will be deducted from customer's current account once the customer registers the token. Replacement is possible subject to additional charges in case of proved loss, theft or damage.
- c) The customer must immediately notify the Bank if it suspects that the security token or the mobile device is misused, hacked, stolen or lost. The Customer acknowledges that responsibility for transactions shall in such circumstances be governed by the provision of Article (8) above.
- d) Customer must keep the mobile device and the token in secure custody under its own personal use and protect the password of the security token and should not depart with possession of the device or disclose the password to anyone. It is customer's responsibility to change the password of the security token if he/she suspects that it has been compromised.
- e) The customer hereby acknowledges that, failure to keep the security token in safe custody under its own personal use or to safeguard its privacy is tantamount to disclosure of financial information to an unauthorized person and may result in identity theft or damage or loss whether to the Customer, the Bank or others for which the Customer shall be solely responsible.
- f) The customer hereby acknowledges that Al Rajhi Bank is irrevocably authorized to honor every and each transaction or session which has been authenticated through a valid Username, Password and Security Token PIN and that . Al Rajhi Bank is not liable for any transaction or session which has been validated properly using a security token in addition to Username and Password.
- g) The Token , software and hardware are the property of the Bank and may not be copied, deciphered, replicated, tampered with or transferred to an unauthorized person
- h) The Bank reserves the right to recall the token at any time and needless of prior notice the Bank may stop use of the token at any time if such stoppage is form Bank perspective needed for protection of Bank or customers interests.