

Accounts Opening General Terms and Conditions

These General Terms and Conditions shall apply to all accounts, whether opened on the date of signing thereon or on a date prior to or subsequent to the date of signing thereon. The accounts shall be subject to the minimum balance requirements as well as service charge requirements as may be set out in the application for account opening or elsewhere.

The accounts shall be the sole responsibility of the Arab Banking Corporation (Jordan). Other branches outside the Hashemite Kingdom of Jordan, the bank's associates or subsidiaries shall not assume any liability whatsoever.

The Bank shall be entitled, at its sole discretion without any liability whatsoever towards the customer, to alter and adjust the interest rate, minimum balance requirements and service charge requirements applied to any account from time to time according to market changes and the Bank's sole discretion or as per the instructions of the Central Bank of Jordan.

The exchange rate applied by the Bank to all deposits in and withdrawals from the account is the rate approved thereby for foreign exchange at the date of transaction. The customer may not challenge or object to such rate for any reason whatsoever.

Definitions:

- a. Bank: means the Arab Banking Corporation (Jordan).
- **b.** Account: means an account(s) opened by the customer with the Bank at any time in Jordanian dinar or any other currency, whether it is interest-bearing or not.
- c. Customer: means a natural or legal person or persons who sign the application for account opening or whom the account is opened in their name.
- **d.** Authorized person: means a person authorized by the customer to perform all transactions related to the account.
- **e.** Application: means any application form and/or request (whether described as an application for account opening or otherwise) under which the Bank opens an account for a customer. The application also includes the customer's personal data form.
- f. Working day: means the day on which banks are officially open to provide services.
- g. Joint account: means any account opened in the name of more than one person.

The General Terms To Which All Accounts Are Subject:

- 1. The Bank shall have the right, without recourse to the customer, to debit any of the customer's accounts for all expenses, fees, interest, commissions, taxes and stamps which it incurs or pays on behalf of the customer or which results from any transactions between the Bank and the customer.
- 2. The customer hereby approves any deposit made to his account by a third party, whether such deposit is in cash, commercial papers or inward transfers subject to agreement by the Bank to accept such deposits.
- 3. The instructions or requests directed to the Bank by the customer shall be clear and explicit using a printed writing or a clear handwriting, and free of any crossing out or writing between lines. The Bank shall bear no responsibility in the case of non-execution of any instructions or requests in violation of this condition.

- 4. If the account balance decreases below the minimum limit at any time during the month, for any reason whatsoever, the Bank shall have the absolute right to debit the account for the service charge applied at that time.
- 5. The Bank shall not be liable for paying the value of any payment orders issued by the customer in case any required data is missing therein, as long as they were issued in the form of payment order.
- 6. If the account is a checking account, the customer shall exclusively draw cheques using the Bank forms or those prepared in agreement with the Bank. The Bank shall bear no responsibility toward the customer in case the customer violates this condition, if the Bank does or does not honor the checks.
- 7. The customer shall be responsible for maintaining his cheque book, and shall promptly notify the Bank in writing in case it is lost, stolen, falsified or distorted, along with indicating the surrounding circumstances. Otherwise, the Bank shall not be liable toward the customer for any obligation.
- 8. The objection made by the customer to cashing any cheques drawn on his account shall not be acceptable unless he notifies the Bank in writing of such objection before the cheques are cashed from the customer's account as per the relevant instructions of the Central Bank.
- 9. In cases where the customer's account is eligible for dealing by payment orders or account transfer, the customer's request that the Bank cancels any instructions related to any payment order or transfer in favor of a third party shall not be acceptable after the amount is paid or credited to the beneficiary's account or after the beneficiary receives the same.
- 10. The Bank may refrain from executing a payment order, a transfer or any instructions which it receives indirectly (other than from the account holder in person) if it doubts their validity or according to the Bank's sole discretion. The Bank may request a confirmation of issuance thereof by the account holder with any means it may deem fit without any liability of the Bank for any delay or non-execution.
- 11. If the customer's instructions are unclear or if the Bank receives contradicting instructions, the Bank shall- at its sole discretion- execute all or any of these instructions or refrain from their execution, until the ambiguity or contradiction is resolved to the satisfaction of the Bank, noting that the Bank shall not be liable for any harm or damage that may be sustained by the customer or any party whomsoever, whether the Bank executes or refrains from executing all or any of such instructions.
- 12. The payment order or transfers shall state the value, account number, name of the beneficiary of the payment order or the transfer and any other details requested by the Bank. The Bank shall not be liable for not honoring such orders or transfers if they are in violation of this condition.
- 13. The Bank shall not be liable for non-collection of commercial papers deposited by the customer in his account for collection. The Bank shall be deemed as having honored its obligation when commercial papers are presented for payment even if not honored. In case such commercial papers are not honored, the customer shall revert to the Bank to receive them. The Bank shall not be liable toward the customer for any loss, waste, damage or delay except in the case of fraud or gross negligence, without prejudice to the Bank's right of returning the commercial papers back to the customer by regular or registered mail at the discretion of the Bank.
- 14. The endorsement by the customer of any commercial papers to deposit in his debit accounts shall be a regular endorsement unless it is explicitly stated that the amount is for collection.

- Indicating the account number of the customer opposite the endorsement shall not serve as a presumption that the endorsement is for delegation/collection, but rather for regulatory purposes.
- 15. The Bank's crediting/paying the value of any commercial papers, including the papers purchased to be credited to the customer's account or deposited for collection, shall be considered unconfirmed entry/ payment that is conditional upon the actual collection of said value. The customer acknowledges that the applicable laws and regulations in some countries permit refund of value or reversing the relevant entry after a period of time that varies from one country to another. In this case, the customer's obligation toward the Bank shall remain valid to return the value to the Bank plus any interest which may accrue at the rate prevailing on Bank loans and facilities, whichever is more preferrable to the Bank in addition to any expenses which may be incurred by the Bank.
- 16. It is prohibited to use the personal account for commercial purposes. Accordingly, the customer undertakes not to use the account for commercial purposes whatsoever. If he is currently dealing with the account in commercial transactions, he undertakes to correct the account status within a maximum period of (30) days. If any commercial transactions are conducted after that date, the bank has the right to close the account immediately without referring to him/her and without any responsibility on the part of the bank.
- 17. The bank has the right to postpone some procedures for verifying the identity of the customer and the real beneficiary until after actually opening the account, with the bank's full and absolute right to close the account and the customer's inability to withdraw any amounts available in it, with the bank's right to use one of the other payment methods by returning those amounts to the customer, whether under (Check or transfer), provided that the customer does not submit the documents required to allow the bank to verify his/her identity either as a customer or as beneficiary of the account within a period not exceeding (10) business days from the date of opening the account.
- 18. The Bank shall not be liable for the actions of any correspondent banks, agents or brokers whose assistance is sought by the Bank or with whom the Bank deals in the course of executing any transactions made or requested by the customer. Further, the Bank shall not be liable for returning the original copy of any papers or documents which may be seized by official authorities or institutions with whom the Bank deals as long as they are seized for reasons beyond the control of the Bank.
- 19. The customer shall be fully liable for any actions or restrictions which may be imposed by official authorities
 - locally or overseas on his accounts or for any Bank transactions carried out thereby.
- 20. The customer hereby authorized the Bank to disclose any information that may be requested by any official authorities locally or overseas or necessitated by the nature of the transactions and services rendered by the Bank. The customer shall also authorize the Bank to exchange information with other banks or if so required under the applicable local and international laws/instructions of anti-money laundering and terrorism. The Bank shall also exchange information with the head office, any of its offices, branches, related companies, partners or legal authorities in the domicile thereof, or any agent, contractor or a third party supplier of services who provides the Bank with any type of services related to the business thereof or with whom the Bank contracts to carry out any activities or render any services, and who in

- turn shall be obliged under the contract concluded with the Bank to maintain the confidentiality of any information they may obtain in the course of their work or provision of services to the Bank.
- 21. In his/her capacity as a customer of the Arab Banking Corporation (Jordan), a guarantor of a customer of the Bank and/or a person requesting the cashing of cheques and/or any banking service the nature of which requires inquiring about the personal information thereof, the Customer hereby absolutely and irrevocably authorizes the Arab Banking Corporation (Jordan) to access the civil status identification card and all private personal information thereof through the Civil Status and Passports Department portal and electronic government services portal, and to share the same with the Jordan Payments and Clearing Company (JOPACC), any company or entity replacing the same and/or any customer and personal data inquiry company licensed by the competent government authorities in accordance with the provisions of the law. In this respect, the Customer also relieves the Bank from the obligation to maintain banking confidentiality in relation to all Customer information shared with the abovementioned company, and acknowledges his/her awareness of the purpose of obtaining such personal information. The Customer also waives his/her right to any future objection or recourse to the Arab Banking Corporation (Jordan) for any liability and/or claim, of whatever type and for whatever reason, arising from the inquiring about or accessing the personal information of the Customer, and grants the Bank the right to inquire about, disclose and/or share the same time and again, including upon opening accounts and related procedures. updating data, carrying out financial transactions and/or considering the grant, extension, renewal, rescheduling or restructuring of any facilities, while fully and absolutely understanding that this shall not, in any way whatsoever, mean the Bank agrees to open any accounts or grant, increase, reschedule, restructure, extend or renew any facilities. This authorization shall be deemed indefinite, permanent, unrestricted, unconditional and irrevocable for any reason whatsoever, and the Bank may use the same at any time without the need to consult the Customer or obtain the signature thereof on any other form.
- 22. Any general or special power of attorney or authorization, whether issued or may be issued by the customer before or after opening the account and whether it entitles the agent or the authorized person to operate the customer's accounts, shall include withdrawing, depositing and cashing checks, applying for credit cards and passwords, and making transfer to the principal's account and third party account, unless an exception thereof is explicitly provided for. Such general or special power of attorney or authorization shall remain valid until the customer notifies the Bank in writing to the contrary.
- 23. The Bank may, without any obligation thereon, approve any authorization or power of attorney whose authenticity is countersigned by the official authorities of any country or correspondent banks, even if the customer's signature is not identical to the specimen signature kept by the Bank.
- 24. The accounts of sole proprietorships owned by natural persons shall have the same status as the accounts opened in the names of the owners of such proprietorships. The power of attorney or authorization issued by the owners of such proprietorships shall be valid for dealing with their personal accounts and the accounts of their proprietorships.
- 25. If the customer is a debtor or a guarantor of any obligations for any reasons whatsoever, including discounted, guaranteed or written promissory notes, issued letters of guarantee, purchased commercial papers or any other obligations including those which may arise from

crediting the customer's accounts with a wrong amount or for the purpose of enhancing the securities and insurances made in favor of the Bank, the Bank shall have the right to take all or any of the actions set out below, notwithstanding the different currency of such accounts or obligations:

- **a.** To make offsetting between the existing and future account balances of the customer and the financial dues of the Bank.
- **b.** To consolidate all or any of the customer's accounts into one account and make transfer from one account to another.
- **c.** To transfer any funds or balances of the customer to a collateral account in the name of the Bank as a security of any debt which is due or may be due, whether he is a debtor or guarantor.
- 26. In case the customer requests dealing by way of fax, telephone or e-mail, the customer shall be fully liable for the risks of such dealing. The Bank shall not be liable for any damages sustained by the customer as long as it executes the instructions addressed thereto by the said means in good faith.
- 27. The customer shall commit to maintain the cards and passwords he receives from the Bank. The customer's dealing with the account(s) via plastic/electronic cards, telephone, internet or any other similar services shall be at his discretion. The customer shall acknowledge the risks associated with such dealing that may result from the omission or negligence thereof in maintaining said cards or passwords, or from hacking networks and information systems by third party. The customer shall acknowledge that he accepts such dealing and bears the resulting risks and shall discharge the Bank of any obligations that may arise from such dealing.
- 28. The customer shall promptly notify the Bank in writing in case such cards are lost, or an unauthorized access is made to the passwords or any relevant information or numbers related to the dealing. The Bank shall not be liable for any damages sustained by the customer unless it is notified in writing by the customer to suspend the service within a period that enables the Bank to actually suspend the service.
- 29. In case the Bank has any doubts regarding the validity of any transactions made by the customer via cards, telephone or any other means of dealing, it shall have the right to suspend the services provided to the customer without any prior notice and without any liability on the Bank.
- 30. The Bank shall suspend any services it provides to the customer on a permanent or temporary basis without any liability thereon if it receives a notice of service suspension via any communication means that is accredited to the customer. The Bank shall also accept such notice from the agent or the person authorized by the customer, even if the power of attorney or authorization is general.
- 31. If any of the customer's accounts becomes debit or overdrawn in favor of the Bank without prior agreement for any reason whatsoever, a debit interest shall be charged on the daily balance to be calculated on the basis of the debit interest rate determined by the Bank.
- 32. The Bank shall reserve its right, without prior notice to the customer, to reverse any entry incorrectly credited to the account. The Bank shall not be liable toward the customer for any consequences of such incorrect entry. If the customer discovers any error, he shall promptly notify the Bank and return any funds he withdraws from the incorrectly credited amounts

- once it comes to his knowledge and/or upon the first request by the Bank without any objection.
- 33. The Bank may overdraw any of the customer's accounts at its own discretion. The overdrawing of an account shall not be considered an acquired right of the customer, but rather a facilitation and convenient measure by the Bank. The customer shall be obliged to cover the value of overdrawing no later than one month from the date of overdrawing in addition to any due interest and commissions.
- 34. The customer shall acknowledge and agree to the following:
 - **a.** The photocopies kept or extracted through modern technology means, computers, ATM and e-mail at the Bank shall have the same force and effect of the original. The photocopies and extracts provided by the Bank in any dispute shall be acceptable evidence and binding on the customer. The Bank shall not be obligated to present the originals.
 - b. The customer shall waive his right to deny any writing or signature attributable to him or to demand the Bank to produce and/or present the original documents after the lapse of five years from the execution of any documents related to the transactions made on the accounts such as withdrawing, deposit and the like.
 - c. The Bank accounts and records shall be the acceptable evidence to prove the transactions and balances which have been made/or being made on the accounts. To this end, it shall be sufficient for the Bank to provide a statement of account extracted from the computer or any other available means of dealing.
 - **d.** The statements of accounts shall be periodically sent to the customer by available means on the dates specified by the Bank. In the case the customer objects to the statements, he shall address a written notice to the Bank explaining his objections within fifteen days from the date of sending said statements. Otherwise, the customer shall acknowledge the validity of such statements and shall waive his right to object the same.
 - **e.** The Bank shall keep the customer's correspondences upon his request. The customer shall discharge the bank from any liability that may arise from keeping the correspondences thereof.
 - f. The Bank shall have the right to destroy the customer's correspondences which are not received after three months from the date of issuance thereof.
 - g. In case the customer requests any additional account statements or any extracts, he shall be bound to pay the expenses specified by the Bank.
 - **h.** The Bank's books and records shall be considered as binding and conclusive evidence to the customer and may not be objected to or challenged by the customer.
 - i. In accordance with applicable local laws, I agree that Arab Banking Corporation or any of its subsidiaries (including branches) will share my information, which includes (my data/personal data relating to all my accounts / our bank accounts (existing, new, or closed after June 30, 2014) with the US Treasury and the Internal Revenue Service under the requirements of the Foreign Account Tax Compliance Act (FATCA) issued by the United States of America during the month of March 2010, which includes personal data, tax identification number (TIN) in the United States of America, name, address, account number 'Financial statements and any other information required by the Internal Revenue Service under the U.S Foreign Accounts Tax Compliance Act in order to estimate tax entitlements in any country or region.

- j. I agree, if the IRS requests the seizure of any amounts, the bank shall withhold or pay from my bank accounts these amounts as required in accordance with laws, regulations, and agreements with American entities or authorities.
- k. I hereby agree and undertake to notify the bank within 30 days in the event of a change in any of the information I have provided.
- I. In the event of any material changes in the circumstances affecting our status to FATCA, I undertake to notify the bank of such changes and submit the required documents within 90 days
- **m.** I confirm that the bank and its employees or contractors are not responsible for any direct, indirect, incidental, special, punitive or consequential damages resulting from the bank's reliance on the information we have provided. I hereby, confirm I have willingly submitted this self-certificate and the Bank will use it to verify my status to FATCA.
- 35. The customer hereby acknowledges that the Bank shall not pay him any interest on the accounts/credit balances unless upon an agreement with the Bank or if the Bank's instructions and policies permit payment of interest on such accounts. The credit or debit interest rates may be increased or decreased, without the need of a prior notice, according to the interest rates prevailing in the banking market or according to the factors affecting interest rates.
- 36. If the customer requests/agrees that his accounts or any of them be replenished from one another or from specific accounts or that some account(s) belonging to others be replenished from the customer's own account(s), such authorization shall remain valid and applicable until the Bank receives a written notice from the customer to the contrary, provided that an approval is obtained from the third party in case the cancellation of instructions is subject to his consent.
- 37. The Bank may, without a request from the customer, replenish the customer's accounts from one another, regardless of the type of account, to facilitate any withdrawals made by the customer whether directly or by any means of dealing with accounts, including cards and services.
- 38. If the customer requests transfers between his accounts or to a third party's accounts, he shall authorize the Bank to perform the transfer at the price prevailing at the Bank upon transfer if the currency of the account from which transfer is made is different from the currency of the account to which transfer is made, and to debit any due expenses or commissions to the account from which transfer is made without any liability on the Bank.
- 39. If the customer authorizes the Bank to settle the value of any services or obligations due thereon in favor of any institution or person, he may not cancel such authorization except by a written notice to be delivered to the Bank or upon the consent of the beneficiary if the cancellation is subject to the consent thereof.
- **40.** The Bank shall debit any of the customer's accounts with the amounts paid by the Bank and any payable interests, commissions or expenses.
- 41. In case the customer requests to withdraw significant cash amounts in local or foreign currency, the Bank will have the right to suspend the execution of the customer's request until the time specified by the Bank.
- 42. Arab Banking Corporation Bank Jordan is committed to providing its banking services to all customers in the best and fastest ways, maintaining the standards and quality of service, using the best technological means and qualified employees with distinguished experience, and working hard to obtain the best banking services, based on our core values focused on

customer service.

Based on preserving the bank's reputation and improving banking services through appropriate handling of any suggestions or complaints submitted by customers, we consider that the customer's complaint is one of his rights, and therefore the bank provides multiple channels for the customer to communicate his/her complaint through the following: -

- \checkmark Deposit them in the customer complaints box located in the branch.
- ✓ By mail to the following address: Arab Banking Corporation Bank Compliance Monitoring Department Customer Complaints Unit P.O 926691 Amman 11190 Jordan.
- ✓ Call the Customer Complaints Unit phone directly on the toll-free number 080022133
- \checkmark Send the complaint via fax to 5686291 00962 /For the attention of the Compliance Monitoring Department Customer Complaints Unit
- \checkmark By personally attending and submitting a complaint to the customer complaints unit employee.
- ✓ Customer complaints email address customer.complaint@bank-abc.com:
- \checkmark through the bank's website www.bank-abc.com/world/jordan

Time periods for handling complaints

The bank's policy emphasizes dealing with all customer complaints fairly and responsibly. The Customer Complaints Unit evaluates the complaint, processes it, and makes the appropriate decision regarding it, and the customer is notified of the decision within 10 working days from the date of receipt of the complaint or from the date of submission of all documents. This period may be extended to (10) more business days if the nature of the complaints so warrants, provided that it does not exceed (30) business days from the date of filing said complaint.

In the event the customer is not satisfied with the bank's response to the complaint submitted, said customer may resort to the judiciary or the Central Bank of Jordan through the Central Bank's website http://www.cbj.gov.jo or at the following address:

Main center	Irbid branch	Aqaba branch
Amman P.O 37 Amman – 11118 – Jordan Tel: +962 6 4630301 (10 lines) Fax: +962 6 4638889 Email: fcp@cbj.gov.jo:	P.O 235 Irbid - Jordan Tel: + 962 2 7245001 Fax: + 962 2 7245006	P.O 190 Aqaba – Jordan Tel: + 962 3 2013526 Fax: + 962 3 2013528

43. If a dispute arises between the customer, the Bank and a third party over a Bank transaction, the customer shall irrevocably authorize the Bank to seize any disputed amount, until the dispute is decided upon judicially or amicably without the customer having any right to claim any interest or compensation.

44. Dormant accounts:

a. The customer's accounts with credit balances shall be considered dormant accounts if no debit or credit transactions were made thereto, and the account holder cannot be

located from his other dealings with the Bank, after exhausting all means to contact him and after the lapse of the following specified periods from the date of the last debit or credit transaction made to the account:

- Six months for current accounts, call accounts and salary accounts.
- Two years for saving accounts and investment accounts.
- Three years for term deposit account and notice accounts.
- b. The customer's accounts shall remain dormant in the following cases:
 - Cashing checks drawn by the customer on the dormant account.
 - Credit transactions made to the customer's account on the dormant account.
 - Automatic transactions made to the customer's account on the dormant account.
- **c.** No withdrawal or transfer transaction shall be allowed from the dormant account unless with the attendance of the customer in person, his representative under a notarial power of attorney or an authorization approved by the Bank or the authorized signatory of the account in case of a legal person.
- d. In case the customer or his representative under a notarial power of attorney or an authorization approved by the Bank visits the Bank after the account is considered dormant in order to re-activate the account or withdraw the balance, the Bank shall reactivate the account, open a new account or disburse the existing balance after verifying the identity of the customer or his agent and after the customer signs an acknowledgement of balance validity to the date thereof.
- e. The Law on Government Appropriation of Funds due to Temporary Prescription No. 35 of 1985 and its amendments shall be applicable.
- 45. The Bank may close any of the customer's accounts at any time without indicating the reasons thereof and without any liability thereon in case it discovers, at its absolute discretion, that the customer violates any of the conditions of dealing or the banking customs, or if he does not observe the law and the principle of good faith in dealing, if he executes commercial papers, bank transfers or payment orders without consideration or if he carries out fictitious transactions or for any other reasons estimated by the Bank.
- **46.** The customer shall undertake to provide all the required documents within the period of time specified by
 - the Bank. In case he fails to provide such documents, the Bank shall have the right to close the account.
- 47. The Bank shall have the right to close any of the customer's accounts if a period of six months elapses without any transactions/ movements made thereto and no debit or credit balances exist therein. Rejection by the Bank to accept any deposits, transfers or checks made on the customer's accounts after being closed shall not entail any liability on the Bank.
- 48. In case the Bank closes the account/accounts of the customer or if the account is closed at the request of the customer, upon the expiry of the validity of using any of the cards or instruments delivered to the customer, upon the customer's request to suspend the service or when the Bank decides to cancel the services, the customer shall be bound to return any cards, cheque books or instruments handed over to him by the Bank. It is understood that the closure of accounts shall not be conditional upon giving the customer a notice thereof or upon his consent to the balance resulting from the closure.
- 49. Any condition of dealing which entitles the Bank to use more than one option or implies the

- meaning of permissibility shall not entail any liability on the Bank, whether it uses any of such available options or powers.
- 50. The address shown on the application for account opening shall be considered as the domicile selected by the customer for service. In case said address is changed, the customer shall notify the Bank in writing thereof. Otherwise; the right of objection to notifications shall be waived, and any notice or notification to the address kept with the Bank shall be valid.
- 51. If the customer chooses, instead of sending any notices, correspondence or statements of accounts or returning any documents or commercial papers deposited thereby, to keep them in his file with the Bank, the customer shall be bound to contact the Bank to receive them within one month from the date of keeping thereof. The Bank shall not be liable for any loss, destruction or delay thereof. The customer shall be considered to be served thereof after the lapse of one week from keeping said documentation in his file. The Bank shall be entitled to destroy such correspondence communicated by the customer after the lapse of three months from the date of depositing it in the customer's file.
- 52. The terms and conditions set forth in this form, which articulate the relation of the Bank with the customer, shall be applicable by the Bank. The customer shall acknowledge that he has read them and received a copy thereof, which shall be binding thereon. In case the customer signs the last page of such terms and conditions, he shall be considered as having signed on each and every page thereof. The Bank may amend any of these terms and conditions, provided that it sends a notice to the customer by the available means of communication. The amendment shall be effective two weeks after sending the notice.
- 51. The conditions of dealing shall apply to any transactions or services provided by the Bank, which the customer requests upon opening the account or at any subsequent time.
- 52. Unless stipulated otherwise in the conditions of dealing, the policies and procedures applicable at the Bank or the banking customs shall prevail.
- 53. The Customer also authorizes the Bank to keep audio records of all the telephone calls received therefrom and/or made by the Bank, and agrees to presenting said records as evidence against him/her. The Customer hereby waives the right to challenge the validity of such records, which shall be deemed legal and binding, and agrees to using the same as proof the contents thereof.

Special Terms of Accounts:

Special Terms of Current Accounts

- 1. A debit interest shall be charged on the account at the end of each month.
- 2. The customer shall authorize the Bank to overdraw the current account at its option to complete any withdrawals made by the customer or to charge interests and commissions of any loans, facilities or any commercial papers withdrawn, guaranteed or accepted by the customer or any liabilities due on the customer, whether he is a debtor or guarantor, regardless of the reason for the obligation. The customer shall settle any liabilities payable thereon in favor of the Bank no later than thirty days from the date of any overdrawing.
- 3. Withdrawing from the account shall be made either directly (at the counter) or by cheques or payment orders that fulfil the conditions acceptable to the Bank, or by cards or any other means provided by the Bank.
- 4. The customer shall acknowledge that he is well aware of the risks associated with current accounts, including the returning of cheques due to insufficient balance. In such case, the customer's name shall be listed on the defaulting customers list as per the instructions of

the Central Bank of Jordan. The Arab Banking Corporation (Jordan) shall be discharged of any liability or claim of any type or reason that may result from applying the referred to instructions. The customer's right to object any future procedures taken by the Bank to implement the instructions of the Central Bank of Jordan shall be forfeited.

- The customer realizes that the Bank shall not accept any cheque drawn thereon or deposited therewith for collection, unless executed on the forms issued by banks for this purpose.
- 5. The Customer also authorizes the Bank, in the event any cheques drawn thereby on the account thereof with the Bank is bounced for lack of and/or insufficient account balance, to charge a fee to the account thereof with Bank equal to JD 20 per cheques, whether the cheques is cashed or cleared, as a one-time commission for each single cheque regardless of the number of times said cheque is presented. In the event the account balance is insufficient to cover said fee, the Customer hereby authorizes the Bank to overdraft the account and charge the due fee amount thereto. Furthermore, the Bank may, at any time, amend the fee prescribed herein or anywhere else in accordance with the instructions of the Central Bank, and the Customer hereby waives the right to challenge or object to the same for any reason whatsoever.
- 6. The Bank shall have the right to close the current account if the customer issues three cheques on his account with insufficient balance.

Special Terms of Term Deposit Accounts

- 1. A credit interest shall be charged at maturity date.
- 2.. The customer shall not be entitled to withdraw any amount before the maturity date, unless the Bank agrees thereto. The authorization or power of attorney issued by the customer, which provides for withdrawing from accounts and receiving deposits, shall be considered sufficient for the agent or the authorized person to break the deposit.
- 3. At the maturity date, the Bank may either renew the term deposit for another similar period at the then prevailing interest rate or transfer the balance to any of the customer's accounts.
- 4. All amounts deposited in the account during the validity period of a term deposit shall be kept in an interest free account, provided that they are added to the deposit's balance on the maturity date thereof, unless the Bank agreed otherwise.
- 5. In case the customer wishes to make deposit by inward transfers, the transfer shall include the account number of the customer's term deposit.
- 6. In case the customer withdraws the term deposit in full or in part before the maturity date, a credit interest shall be calculated as per the relevant instructions of the Central Bank according to the following formula: (Deposit value × interest rate agreed upon × deposit term) to be deducted from (withdrawn portion from deposit × maximum interest rate stated at the date of withdrawal on a term similar to the term of the withdrawn deposit plus 2% × remaining period of the withdrawn deposit term), provided that the customer does not lose any amount of the deposit's principal.
- 7. If the account is a fixed term deposit account in local/foreign currency, it shall be subject to the previous terms and conditions in so far as they do not conflict with the following conditions:
- **a.** The Bank shall open a fixed term deposit account in which the value of the deposit is to be credited as well as contra current/saving account(s) for the purposes of replenishing the

- term deposit and charging interest. An account statement shall be only issued for the contra account.
- b. Interests shall be charged to the term deposit account at the maturity date, and the deposit shall be renewed along with the interest thereof, unless the customer requests otherwise, at the prevailing interest rate on the date of the deposit against a notice to be sent by the Bank to the customer at his approved address.
- **c.** The customer shall notify the Bank in writing not less than five working days before the maturity date if
 - he decides not to renew the term deposit or to amend the term or value thereof.
- **d.** A term deposit shall be created according to the value dates approved for deposits in addition to the collection periods if deposit is made by commercial papers.
- e. Any additional deposits, with a value less than the minimum limit allowable to create a term deposit, shall remain in the current account to the maturity date of the original term deposit, then they shall be added to the original term deposit on the renewal date.
- 8. The customer shall notify the Bank in writing in case he wishes to add any amounts to his term deposit in the contracurrent/saving account, whether such deposit is in cash, commercial papers or inward transfers. Otherwise; these terms and conditions shall not apply to such additional deposits.

Special Terms of Saving Accounts

- Withdrawing from the account shall be made by the customer directly or under an official
 power of attorney that authorizes the agent to withdraw from the account in particular or
 withdraw from customer's accounts in general, or under payment orders or transfers from
 this account, or by the use of cards or any means provided by the Bank within the limit
 determined thereby for the value of withdrawals. However, the customer may not issue
 cheques on this account.
- 2. The Bank may, without any liability thereon, accept a written authorization signed by the customer under which he authorizes a third party to withdraw from the account.
- 3. A deposit in the account may be made in cash, or by commercial papers or inward transfers within the limits prescribed by the Bank.
- 4. The customer shall verify the validity of any amounts deposited or withdrawn, or transactions made before signing any document of withdrawal or deposit. The Bank shall not be liable for any errors or discrepancies.
- 5. The saving accounts shall be subject to the minimum balance requirements specified by the Bank. Without prejudice to the other general terms and conditions, if the account balance decreases at any time during the month below the specified minimum limit, the Bank shall have the absolute right to close the account and/or debit a service charge as it deems appropriate.
- 6. Credit interest shall be computed on the minimum monthly balance and shall be credited to this account twice a year on the dates specified by the Bank, taking into consideration that the Bank shall not compute any interests if the account balance is less than the prescribed minimum limit for the saving accounts in that month.
- 7. In case the account is closed before the dates on which the credit interests are credited to the account, the interest shall be computed on the minimum balance at the end of the month preceding the closing date.
- 8. If the saving account is denominated in a foreign currency, it shall be subject to the previous

terms and conditions.

Special Terms of Notice Accounts

- 1. A credit interest shall be calculated on the daily balance and shall be credited at the end of every month.
- 2. Withdrawing from the account shall be made either directly (at the counter) or under payment orders that fulfil the conditions acceptable to the Bank or transfers from this account, or by cards or any other means provided by the Bank. The customer may not issue checks on this account.
- 3. The notice accounts and call accounts shall be subject to the minimum balance requirements specified by the Bank. Without prejudice to the other general terms and conditions, if the account balance decreases at any time during the month below the specified minimum limit, the Bank shall have the absolute right to close the account and/or debit a service charge as it deems appropriate.

The joint accounts shall be subject to the general terms and conditions of accounts in so far as they do not conflict with the following special terms:

- This account shall be opened by the partners jointly or by their agent under a power of attorney including an authorization to open a joint account. The shares of the partners shall be equal unless they agree otherwise in writing. This account shall be given a special identifying number which shall be approved for dealing. The ID numbers of partners shall be for informative purposes only.
- 2. Withdrawing from the account shall be limited to the partners jointly or their agent, provided that the power of attorney or the authorization includes a reference to the joint account.
- 3. If the partners choose to sign the account severally, any partner shall have full and absolute power to perform transactions related to the account and any sub accounts, obtain banking services and electronic cards provided by the Bank as per the relevant conditions thereof, request cheque books, or issue, endorse and deposit cheques in the account even if the transaction is in favor of the authorized person. In addition, an authorized partner shall have the right to set aside the balance as security of any obligations that result or may result in favor of the Bank, whether the debtor is the said partner, a third party or other partners in the account. He shall also have the right to transfer from the account in his favor or in favor of any partner or third party.
- 4. Each of joint account holders shall authorize other account holders of endorsement and deposit in the account of all or any checks, bills, or instruments payable or pertaining to all or any account holder. In case the Bank receives an instrument without being endorsed, the Bank shall be entitled to endorse the same on behalf of account holders and debit the account with the value thereof, whether such instrument is in the name of all or any account holder. In case the Bank receives any transfer or payment order in the name of all or any account holder, the Bank shall be entitled to debit the account with the value of such transfer or payment order.
- 5. If the account is jointly signed by partners, the Bank may issue Debit cards or any other cards or any of the services provided by the Bank to each one of the partners upon their joint request.
- 6. The authorized joint account holder shall have the right to authorize a third party to perform any transactions related to the account unless agreed otherwise.
- 7. The partners shall be bound to notify the Bank in writing in case of a partner's death or

- incapacitation. They shall be jointly and severally liable for any transactions made after the partner's death or incapacitation. The partners shall also be jointly and severally liable to the Bank for any obligations which may result on the joint account or any of the sub accounts. The Bank shall have the right to take any legal action against partners or any one of them
- 8. The Bank shall have the right to collect any debt payable thereto on any account holder from his share in the joint account
- 9. Any notice or communication sent by the Bank to any of joint account holders or to the authorized signatory thereof shall be deemed to have been served on all account holders.
- 10. The Bank shall have the right to close the joint account and distribute the balance equally or at the rate agreed upon by account holders in any of the following cases:
 - **a.** If the Bank is notified in writing of a dispute arising between any or all account holders. A dispute includes any objection by an account holder to the acts of any other account holder or his request of suspending or freezing the account or amending its terms and conditions without approval of other account holders.
 - **b.** A writ of attachment is issued in favor of the Bank on the funds or acts of any joint account holder.
 - c. Death, bankruptcy or incapacitation of any joint account holder.
 - **d.** A consensual offset is made between the Bank's rights and the share of any joint account holder.
- 11. If any of the cases necessitating account closure is realized, the Bank shall distribute the shares of joint account holders into independent accounts in their respective names.
- 12. In case joint account holders wish to restrict the powers of the account holder authorized to manage and operate the account upon opening, they shall delete such power(s) and sign against it. If they wish to restrict such powers after the account is opened, they shall give a written notice to the Bank that is signed by all account holders.
- 13. The signing authority of the account shall be amended by all account holders jointly or by an authorized signatory under a power of attorney or an authorization including such authority. Other amendments may be accepted from any account holder if the account's terms and conditions allow them to make any account-related transactions severally.
- 14. If the joint account becomes a debit account in favor of the Bank for any reason whatsoever or if the Bank agrees, at its absolute discretion, to overdraw the joint account, the account holders shall be jointly and severally liable for settling the balance, including any interests, commissions and expenses that may be due at the prevailing maximum rates on loans and facilities. The Bank shall have the right of recourse upon all or any account holder.

General Terms of Cards and Account Services:

- 1. The Bank shall provide the customer with banking services through Debit Cards, Internet Banking Service, Short Messages Service (SMS) and Phone Banking Service or any other similar products
- 2. The customer shall be well aware that dealing with these services requires him to insert PIN code and passwords or to use Internet, fixed or mobile phone. He shall be also aware of the importance of maintaining the numbers, information and equipment he uses as they are deemed as personal identification means and serve as a personal presence thereof. A third party may carry out illegal transactions in case of unauthorized access to such numbers or information, whether due to negligence, error or omission or if the customer allows third party access to such numbers or information.

- 3. The customer shall promptly notify the Bank in case he doubts or discovers any breach of information or if he lost his mobile or any information or passwords, in order to suspend the service(s) provided by the Bank. Such notice shall not save the customer from any consequences of any transactions that are made/ may be made until such time as the Bank is able to take the necessary measures for service suspension.
- 4. The Bank shall have the power to suspend any service(s) provided to the customer without prior notice and without any liability thereon, in case the Bank has any doubts regarding breach of information or validity of instructions or transactions made using said means.
- 5. The customer shall be liable for any transactions, movements, withdrawals or damages that may be sustained by the Bank due to the customer's failure to maintain such numbers and information.
- 6. The customer shall acknowledge his liability for the withdrawals and purchases made via his card or the information thereof, even if they are made in a country different from the customer's permanent or current country of residence or domicile.
- 7. The customer shall agree to the Bank's sending all account-related mails, correspondence, account statements, Debit card or its PIN code, password of Phone Banking Service, user name/password of Internet Banking Service or notices by regular mail, courier or e-mail. The customer shall bear all the expenses which may result from such service.
- 8. Some services shall be automatically locked in case the login password is incorrectly entered by the customer more often than allowed. The customer shall visit any of the Bank's branches to activate the service.
- 9. The savings account shall be subject to the terms and conditions of the savings account campaigns linked to the prizes in the event of launching any campaign, which is announced on the bank's website https://www.bank-abc.com

Special Terms of Cards and Account Services Special Terms

- of Debit Card:
- A primary Debit card shall be issued in the name of the customer "account holder" or a supplementary card in the name of the person designated by the customer and approved by the Bank. In both cases, the customer shall be liable for any transactions made via the primary or supplementary cards, including the maintenance of the card and PIN, and for any loss sustained by the Bank due to the misuse of cards or ATM machines.
- 2. The Bank shall be entitled to renew the card after the expiry of its validity unless otherwise is notified to the Bank in writing by the customer prior to the renewal.
- 3. The issuance of cards by the Bank shall not mean that the Bank is obliged to grant any credit to the customer, as the customer should maintain sufficient balance in his account to cover the withdrawals and any debit entries thereof which may arise from using the card, without prejudice to the Bank's right to debit any of the customer's accounts with any transactions. In case of insufficient balance in the customer's account, the Bank shall have the right to overdraw any of the customer's accounts and charge a debit interest to be determined thereby.
- 4. The cards shall be issued in accordance with the local laws and regulations and pursuant to agreement with Visa International, and shall be deemed applicable together with the terms and conditions of the national networks connecting ATMs of local banks.
- 5. Debit card shall enable the customer to use the Bank's local ATMs, withdraw and deposit cash,

transfer funds between accounts, request cheque books, request a mini statement of account, inquire about balance of accounts, deposit instructions, change Personal Identification Number (PIN), and any other future banking services without prior notice. The Card shall also enable the customer to use ATMs worldwide bearing the Debit Card or PLUS sign for cash withdrawal and balance inquiry. The Card shall also allow the customer to purchase from shops/service centers locally and internationally (the Merchant) through point of sale (POS) terminals bearing the Debit Card sign which accepts/authorizes the transaction immediately after the amount is debited to the customer's primary account on which the Card is issued and/or any other related customer's accounts opened with other branches from which he is entitled to withdraw as per the arrangement made with the Bank via any of the ATMs thereof, subject to the applicable method of use and any subsequent amendments made thereto.

- 6. The customer shall agree to the maximum daily cash withdrawal limit/purchase. Such limit shall be changed without prior notice.
- 7. Any notice by the customer of the loss of the card or PIN code or a request of service suspension shall be promptly served once the necessitating reason thereof exists. Such notice shall include the circumstances of the card's loss or theft or the reason for service suspension. The customer shall be liable for the transactions/withdrawals made till the date of notice receipt by the Bank. The Bank may, without any obligation thereon, accept a verbal notice provided that it is confirmed in writing on the next working day following its submission. The Bank shall not be liable for any measures taken by the Security Authorities in case of incident reporting.
- 8. The Bank may issue a replacement card to the customer. In this case, the customer may not use the previous card, if found.
- 9. The customer shall incur the expenses and commissions for card's issuance and renewal, or issuance of a replacement card or supplementary cards. The customer shall also incur any other commissions or expenses that may arise from the use thereof.
- 10. The customer shall acknowledge that the reports extracted from the ATM system and points of sales are an acceptable evidence to prove deposits, withdrawals and transactions, and are deemed the sole proof between the customer and the Bank.
- 11. The customer shall be liable for any error that may result from his depositing/transferring of any incorrect amount in or to his account or a third party account.
- 12. The value of deposited amounts shall be based on the actual amount deposited, rather than the details recorded by the customer upon deposit. The customer shall authorize the Bank to credit the amount actually deposited.
- 13. In case of a discrepancy between the amount debited upon cash withdrawal and the actual amount received by the customer or if the customer did not receive any amount, the customer shall inform the Bank in writing thereof no later than the next working day. Otherwise; the Bank shall not be liable toward the customer for any discrepancies. The results of cash counting carried out by the Bank shall be the decisive proof in judging the truth of the customer's claim of shortage.
- 14. In case a transaction appears on the statement of account that the customer alleges that it has not been executed thereby, the customer shall have the right to object thereto. If the customer's claim is established, the amount shall be credited to the customer's account after actual collection by the collecting bank and posting of the chargeback amount to the Bank's

- account, noting that the collection period may extend for two months as per Visa International Regulations. In case the customer fails to prove his claim, the Bank shall deduct charges and fees against its efforts or against paying any other amounts arising from such claim to the collecting Bank or any other party.
- 15. The information displayed on the ATM screen shall be deemed an integral part of the dealing terms and conditions. The Bank's decision on such information shall be considered an acceptable evidence to prove said terms and conditions.
- 16. The Bank shall not be liable for the customer's financial loss due to delivering the card or divulging his Personal Identification Number (PIN) to a third party or to the merchant at point of sale (POS) terminals, or due to the customer's leaving money in the ATM after withdrawal transaction is complete. The customer shall be absolutely responsible for the amounts of transactions made due to the negligence thereof in maintaining the card or the PIN code. The Bank shall not also be liable for non-completion of any withdrawal, deposit, purchase or any other transactions if it is attributed to the customer in person or if it results from:
 - Insufficient funds in the account balance or if the amount to be withdrawn exceeds the daily/weekly/ monthly withdrawal limit prescribed by the Bank.
 - Freezing the account under an order issued by a judicial authority or competent authority.
 - Suspending the use of the card under a prior notice by the customer of the loss or theft thereof without notifying the Bank to the contrary in writing.
 - Non-provision of updated information about the account by the ATM or at point of sale (POS) terminals.
 - Insufficient cash maintained in the ATM.
 - Breakdown of ATM and POS machines for any reason whatsoever.
 - Inability to complete the required transaction for reasons beyond the Bank's control.
- 17. The Bank may approve issuance of supplementary card(s) to the customer upon his request. The customer shall be liable for withdrawing cash from his account, making transfers to another beneficiary, inquiry, purchase or any other banking transactions using the supplementary card thereof. He shall also incur the expenses resulting from issuing/using the card, if any. The customer shall be absolutely responsible for all consequences arising from the card's loss/theft/use in contrary to these provisions.
- 18. In case the account is a joint account and is managed by a sole signature, the Bank may issue an independent card to each joint account holder. All account holders shall be jointly and severally liable toward the Bank for any obligations that may arise from using any of these cards and for providing the cash deposit required from each one of them. The same provision shall be applicable in case of issuing a supplementary card to the person designated in the application for issuance thereof.
- 19. The Bank shall not be liable for the card's non-acceptance by a third party. Any dispute that arises between the customer and any third party shall not affect the Bank's rights toward the customer in settling the obligations that may result from using the card. The Bank shall not be also liable for any defect in the goods and services obtained by the customer through using the card.

- 20. The customer's address for service purposes shall be the address kept at the Bank, and the customer shall notify the Bank in writing of any amendment made thereto.
- 21. The Bank shall be under no liability or obligation whatsoever due to the customer's insufficient account balance, exceeding the limit prescribed by the Bank for withdrawal/purchase, freezing the account or placing it under attachment, suspending the use of the card under a notice by the customer or the Bank, unavailability of updated information about the account, insufficient cash maintained in the ATM or any breakdown thereof, inability to complete the transaction required by the customer, refusal of dealing via the card by others, or any defect in the goods or services requested/rendered by the customer through using the card.
- 22. Using the card in purchases shall render the customer liable for the transactions made if he uses the PIN code or signs the purchase voucher. The customer shall keep a copy of such vouchers.
- 23. The Bank shall have the right to suspend Debit cards and issue new cards to customers in case doubtful transactions are included in the reports issued by Visa International and/or all members of Visa International and/or the internal reports of Bank ABC.
- 24. Transactions of primary/supplementary cards shall be shown on the account statement at the usual issuance date thereof, within the transactions executed on the customer's account in local/foreign currency, including transaction details. Sending such statement to the customer's approved address shall constitute a legal notification to the customer. The statement shall be deemed valid unless the Bank is otherwise notified in writing by the customer within fifteen days from sending the statement.
- 25. The general provisions for the use of the Contactless Payment feature when using Visa cards issued by the bank are the following:
- 26. The Contactless Payment feature gives the customer the ability to pay the prices of purchases in specific ceilings without the need to enter the card and PIN, and as soon as the card that supports this feature is passed over the point-of-sale devices spread locally and globally (POS) that supports the Contactless Payment feature.
- 27. The card is equipped with a dual SIM card, so that the customer can use the card in both ways, whether the traditional method requires said customer to enter the PIN or make payment through the Contactless Payment feature without entering a PIN.
- 28. Contactless transactions are accepted only through points of sale deployed inside and outside Jordan POS, and ATMs that support this service and bear the Paywave logo.
- 29. The maximum daily withdrawal limit with the Payment feature (Contactless) is 300 dinars (three hundred Jordanian dinars only) or its equivalent in foreign currencies, provided that the maximum limit for one transaction does not exceed 100 dinars (one hundred Jordanian dinars only) or its equivalent in foreign currencies.
 - If the maximum daily limit allowed for remote payment is exhausted
- 30. (Contactless Payment) or if the value of the purchases intended to be purchased is more than 100 Jordanian dinars or their equivalent in foreign currencies, then in this case the transaction must take place by entering the password.
- 31. When any purchase/withdrawal transaction is made in which the password is entered, the daily limit for contactless payment transactions is renewed (300 dinars), regardless of whether the transaction is in the traditional way (Contact) or through remote payment (Contactless).
- 32. The customer bears the responsibility of preserving his/her card and informing the bank immediately in the event of loss or damage to the card for the purposes of suspending same. The

bank shall not be liable in any way for any transactions carried out on the card before the date of the customer's notification to the bank of its loss or damage.

- 33. The customer bears all responsibilities and obligations that arise from his use of the card, whether in the traditional way or through the remote payment feature, and without any responsibility on the bank or any of its directors or employees. This includes, but is not limited to, all illegal withdrawals or that may be made by others without the customer's consent, due to the theft or loss of the card, or in any other fraudulent way.
- 34. The customer bears full responsibility resulting from using the card to carry out payment transactions through POS points of sale by entering the card and PIN or using the remote payment feature and/or withdrawing cash through (ATMs) according to the standards and/or transaction thresholds that are determined by the bank and/or card company or companies providing electronic payment services, which can be modified at any time and as soon as they are announced on the bank's website of ABC Jordan Bank, the following: www.bank-abc.com.
- 35. The customer exempts the bank from any responsibility for any damages that may be caused to the customer due to the cessation of the card's remote payment services or due to the service being interrupted for technical reasons or its disruption or for any other related reasons.
- 36. The customer acknowledges that the use of the organization's remote payment services under these terms entails risks and therefore acknowledges that he bears the responsibilities and/or damages that may result from this and relieves the bank, its branches, managers and employees of any responsibilities that may result from this use.
- 37. The bank's books, entries, and records are considered correct, final, conclusive, and binding on the customer, and said customer may not challenge or object to their authenticity.
- 38. -These terms and conditions shall be governed and construed in accordance with the laws of the Hashemite Kingdom of Jordan, and the Central Courts of Amman (Palace of Justice) shall have sole and exclusive jurisdiction and shall refer all disputes arising from their application and/or interpretation.

Special Terms of Online Internet Banking, Short Messages Service (SMS) and Phone Banking Service:

- 1. The Bank shall provide the customer with detailed instructions about the services, and the customer shall undertake to accurately follow these instructions upon usage. The customer shall also acknowledge that he has reviewed and understood the mechanism of these services and that any information provided by the Bank is for guidance purposes only.
- 2. The Bank may share information about the customer internally to provide the customer with information on the new services.
- 3. The customer shall be responsible for the provision and maintenance of the devices thereof, and shall incur all expenses and charges of operation and communication upon subscription of service.
- 4. Although the Bank is utilizing the best security measures for protection against potential risks of communications networks (Fixed Phone, Mobile, Internet), it shall not be liable for any damages that may be sustained by the customer due to the risks of using such networks. The customer shall be solely responsible for all risks resulting from using the service he requests.
- 5. The Bank shall have the right, at its sole discretion, to provide the Arab Financial Services (AFS) and/or any third party and/or give them access to any information and/or details related to the customer personally and/or any of his accounts, so that AFS and/or any third party is able

- to provide the service of responding to calls related to phone banking service.
- 6. If the customer discovers that the Bank did not implement any transaction for any reason whatsoever, the customer shall notify the Bank within 7 working days from the date of the customer's request. The Bank shall examine the said request and inform the customer of the result thereof as soon as possible, provided that the Bank does not assume any liability for any loss that may be sustained by the customer due to non-execution of such transaction for any reason whatsoever. The customer's right of any claim whatsoever shall be forfeited.
- 7. If the customer's account is a joint account, and each account holder has a different PIN code, each joint account holder shall be jointly and severally liable toward the Bank for any transaction made through the service, and shall be liable for any expenses and/or fees and/or charges that may become payable due to the service.
- 8. The customer is advised to change the passwords upon first login to the service and on a periodic basis, and shall be fully responsible for safeguarding his user name, passwords, PIN code and any other information provided to him by the Bank. The customer shall also undertake to maintain his username and passwords separately in secure places, and not to divulge the same to anyone. The customer shall exercise extreme caution when using the service on a computer/phone set/phone line in a public place or other devices. The Bank shall not be liable for any damages incurred by the customer due to his breach of this obligation or as a consequence to the misuse of this service.
- 9. In case the customer's passwords or PIN code is lost/stolen/destroyed, the customer shall promptly notify the Bank so as to suspend the service. To re-activate the service, the customer shall apply to reissue a new password or PIN code as a replacement and shall pay any expenses or commissions that may arise therefrom as prescribed by the Bank.
- 10. The customer's mobile phone number, username, account number, passwords and PIN codes shall be considered identification means to verify the customer's identity. Hence, all transactions performed using such identification means shall be considered as having been made by the customer, and the Bank shall consider any person using such means as the customer himself. The customer shall be liable for all transactions performed by using his identification means and shall be responsible for any change, loss or transfer of any of such means to others until such time as the Bank is able to suspend the service by a written notice received from the customer.
- 11. The Bank may suspend the service fully or partially for any period without prior notice and without indicating any reasons whatsoever. In addition, the customer may request suspension of service by a written notice delivered to the Bank.
- 12. The customer shall authorize the Bank to record the outgoing and incoming calls for training and/or competence and/or control purposes.
- 13. The customer shall authorize the Bank to debit all commissions and expenses arising from the use of the service to any of the customer's accounts with the Bank.
- 14. The Bank shall assume no liability in the event of irregular operation or disruption of service or non-accuracy of information extracted thereby. The company providing the service shall also have the right to access all the customers' accounts, account numbers and balances and perform various banking transactions. The customer shall authorize the Bank to debit all commissions and expenses that may arise from using the service to any of his accounts with the Bank.

- 15. These services shall be provided to the customer upon his request. The customer shall agree, at his responsibility, to deal with the means as stipulated in Article (5) of the Electronic Transactions Law. He shall also agree to the following:
 - a. The Bank shall change or amend the service after prior notice to the customer (written/electronic) to his approved address kept at the Bank. If the customer uses the service after changing the instructions without a written/electronic objection, he shall be considered as agreeing thereto. The Bank shall also have the right to change the technology used in the service(s) offered without prior notice and without giving any reasons whatsoever.
 - b. The electronic mail service, provided only through the Online Internet Banking Service, shall serve as a means of acceptable dealing by the Bank and the customer. The customer shall send e-mail messages to the Bank via this service only. The customer shall also agree to receive e-mail messages from the Bank through the service. The customer shall be considered in receipt of any message sent by the Bank thereto via this means, and the customer may not maintain banking confidentiality in case of information leakage and/or divulgement to others.
 - c. The general and special terms of dealing shall be applicable in case the customer requests the service after signing these terms.
- **16.** The Online Internet Banking Service shall allow the customer to carry out all or any of the following transactions:
 - **a.** To change or suspend any of the services provided thereto by the Bank, which the customer may also apply for by a written notice to be delivered to the Bank, through the e-mail service available within the Online Internet Banking Service.
 - b. To transfer from his credit accounts where sufficient balance is available within the maximum daily limit specified by the Bank, to his accounts or the accounts of others with the Bank. The Bank shall not be bound to execute the transfer in case of zero balance or insufficient balance. The Bank shall execute the transfer automatically on the same day if the transfer is an inter-account transfer at the Bank's branches in the Hashemite Kingdom of Jordan and within two days if the transfer is to other accounts, provided that the value and any expenses are debited to the customer's account on the date of the transfer. The customer shall be responsible for any error in the information he provides to the Bank.
 - c. To request a chequebook, subject to approval by the Bank. In case the request is approved, the customer shall visit the branch with which he deals to receive the book, or it shall be sent to him by mail once he agrees thereto. However, the Bank shall not be liable for the loss of the chequebook
 - **d.** To authorize the Bank to pay the value of any services or to make other payments to any of the institutions specified by the customer. This authorization shall remain valid until the Bank is otherwise notified by the customer or until the beneficiary agrees if the suspension of transfer is subject to the approval thereof.
 - **e.** Any services that the Bank may wish to add to improve the service provided to customers in terms of
 - productivity and/or effectiveness and/or competence.
- 17. The Phone Banking Service shall allow the customer to carry out all or any of the following

transactions:

- **a.** To request a chequebook, subject to approval by the Bank. In case the request is approved, the customer shall visit the branch with which he deals to receive the book, or it shall be sent to him by mail once he agrees thereto. However, the Bank shall not be liable for the loss of the chequebook.
- **b.** To authorize the Bank to pay the value of any services or to make other payments to any of the institutions specified by the customer. This authorization shall remain valid until the Bank is otherwise notified by the customer or until the beneficiary agrees if the suspension of transfer is subject to the approval thereof.
- **c.** Any services that the Bank may wish to add to improve the service provided to customers in terms of productivity and/or effectiveness and/or competence.
- 18. In case the customer suspects that another party is tampering with his accounts via the service, or he doubts that his username/account number and passwords/PIN code are compromised by some other parties, the customer shall promptly inform the Bank and confirm the same in writing. The customer shall be liable for all amounts that may be incurred due to the misuse of the username, account number, password(s) and PIN code until such date as the Bank is able to suspend the service by a written notice from the customer.
- 19. Any instructions or transactions made by the customer shall be cancelled before the execution thereof, provided that he delivers a written notice to the Bank before such instructions or transactions are complete.
- 20. .Upon cancellation of the Online Internet Banking Service, the payment orders requested by the customer shall remain valid to be performed on the working day specified by the customer, unless cancelled thereby and provided that there is a sufficient balance in the customer's account.
- 21. The Short Messages Service (SMS) shall include that the Bank sends to the customer (but not obliged to do so) SMS at his mobile phone in case the customer requests such service. Such messages shall contain information about the services provided or introduced by the Bank or any other information the Bank deems fit.
- * The Court of First Instance of Amman/Palace of Justice shall have exclusive jurisdiction to adjudicate any dispute arising between the customer and the Bank. The Bank shall be entitled to choose the venue for any court in the Hashemite Kingdom of Jordan, without the customer having any objection as to the lack of jurisdiction or improper venue. The Jordanian Law shall be the governing law.