



Digital Services

Terms & Conditions

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1. DEFINITIONS

In these Terms:

“Account” means an account opened and maintained by Bank ABC for you accessed by you by way of Digital Services.

“Account Terms and Conditions” means the corresponding terms and conditions applicable to an Account.

“Authorised Person” means any person you authorise (either alone or collectively), and we approve, to operate an Account and to act on your behalf in giving instructions to our bank, to perform any other acts under the Account Terms and Conditions or use any Product. It includes any person given a Security Code to allow them to give instructions and includes, without limitation, any person who ceases to be authorised by you to access the Account or use the Digital Services on your behalf yet continues to have access to the Account and Digital Services by way of the Security Codes.

“Bank ABC” means Arab Banking Corporation (B.S.C.) or any of its affiliates or subsidiaries (as the case may be) where the Account is held.

“Digital Alerts” means an alert by SMS or email by which we send you SMS or email messages to alert you to certain types of transactions or to provide financial information, as offered by us and selected by you.

“Digital Equipment” means any electronic equipment including an electronic terminal (for example, a merchant terminal or ATM), computer, cash deposit machine, television, fax machine, telephone and mobile telephone.

“Digital Services” means access services by way of the internet or Mobile Applications to Accounts, Products and banking services provided by Bank ABC including without limitation Secure Mail.

“Mobile Application” means our mobile application installed on your mobile or communications device and through which you provide instructions to us and access Mobile Banking.

“Mobile Banking” means the facility provided by us which allows you access to your Account(s), conduct transactions and subscribe to such other Products and services as may be provided on your mobile or communications device via the Mobile Application.

“One-time Password” means a uniquely randomly generated one-time password that is required to access certain facilities that are part of our Digital Services which you will generate using your mobile phone or via a Security Token or such other agreed method.

“PIN/Password” means the personal identification number or question or other code or information given to, or selected by, you or an Authorised Person that is used to confirm your or their identity when you or they access an Account.

“Product” means each facility, product or other service we may make available to you under the respective banking agreements that you have with us. It includes any component comprising the Product including an Account.

“Security Code” means all confidential codes, user names and passwords, PIN/Password and information or a physical device (for example, an ATM card, a debit card, credit card, prepaid card, Security Token or electronic key) that you or an Authorised Person must use to confirm your or their identity when you or they access an Account using Digital Services.

“Security Details” is a term used to refer collectively to the One-time Password, PIN/Password, Security Code, Security Token and/or User ID as defined in the Terms and/or any other security details, identifying words, codes and/or numbers provided to you by Bank ABC or agreed between you and Bank ABC from time to time.

“Secure Mail” means e-mail encryption solutions such as secure e-message to access a secure message on a secure site that may be offered by Bank ABC from time to time.

“Security Token” means any security device issued and designated by us as a means of providing you with Security Codes to use our Digital Services.

“Terms” means the terms and conditions (as amended from time to time) which apply to the use of Digital Services.

“Third Party Provider” means a third party payment provider which is authorised to access information and/or make payments on online payment accounts operated by other providers (such as Bank ABC and/or other banks, building societies and credit card issuers).

“User ID” means the personal identification you use to log-in to the Digital Services or the Mobile Application that you have downloaded on your mobile or communications device.

2. TERMS

2.1 The Terms govern your use of Digital Services whenever you subscribe for Digital Services even if you subscribe after you begin to use a Product. By accessing or using Digital Services, you agree to these Terms. Bank ABC reserves the right at its discretion to make changes to the Terms and you hereby expressly agree and acknowledge that Digital Services are acceptable means of dealing and acceptable proof of any transaction done by you.

IF YOU DO NOT ACCEPT AND AGREE TO ALL THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE ANY DIGITAL SERVICES.

2.2 These Terms constitute the current, sole and entire agreement between you and us with respect to the Digital Services, and any and all prior agreements with respect to the Digital Services are superseded by these Terms. Accounts and Products accessed by way of Digital Services and related transactions have their own respective terms and conditions.

These Terms are in addition to the general terms and conditions that apply to such Accounts and Products; provided, however, that in the event of a conflict between these Terms and any such other terms and conditions that apply to such Accounts and Products, these Terms shall control with respect to the Digital Services.

2.3 The Terms do not apply to any existing facility, Product or service Bank ABC provides to you to the extent that they are subject to separate terms and conditions.

2.4 By offering the Digital Services and any information, products or services via the Digital Services, no distribution or solicitation is made by Bank ABC to any person to use the Digital Services or such information, products or services in jurisdictions where the provision of the Digital Service and/or such information, products or services is prohibited by law.

3. USING DIGITAL SERVICES

- 3.1 **Security Code** – When a transaction is made by way of Digital Services using a Security Code, you authorise Bank ABC to act on the corresponding instructions. Bank ABC treats the use of a Security Code as evidence that you or an Authorised Person issued the instructions.
- You are responsible for all transactions through your Security Code or that you authorise, including payments or transactions you authorise in error or that a third party who has access to your account authorises, such as an unintended payment or a payment for the wrong amount. You will be responsible for any losses, charges, fees or penalties incurred as a result, and if you choose, for attempts to recoup any lost funds directly with the payee.
- 3.2 **Availability** – Digital Services may be available only for certain types of Accounts or Products and not others. You accept that there are certain facilities and services that cannot be accessed through our Digital Services.
- 3.3 **Eligibility** – You and each Authorised Person must be 21 years of age or older to use Digital Services. However, if we permit you or an Authorised Person to use Digital Services even though you or they are less than 21 years of age, this does not affect Bank ABC's rights under its banking agreements with you.
- 3.4 **Preconditions to use Digital Services** – Bank ABC only makes Digital Services available if:
- (a) you are recorded as the legal and beneficial owner of an Account and use of the Digital Services for such Account is acceptable to Bank ABC; and
 - (b) you and each Authorised Person have complied with the activation procedures Bank ABC specifies.
- 3.5 **Guidelines** – If Bank ABC issues any guidelines in connection with the use of Digital Services, the guidelines must be followed whenever anyone accesses or uses the Digital Service. Bank ABC shall not be liable for any loss you incur as a result of any failure to do so.
- 3.6 **Limits** – Digital Services may be limited to specific amounts set by law or by us.
- 3.7 **Operating times and availability** – Digital Services are usually available 24 hours a day, seven days a week or at the times set out in any applicable guidelines for specific services or otherwise notified to you.
- However, routine maintenance requirements, excess demand on the systems, hardware or software failures, telecommunications interruption, malicious actions, power outages, or any other circumstances (whether similar or dissimilar to any of the foregoing) beyond Bank ABC's control may mean it is not always possible for the Digital Services to be available without interruption or delay, which you accept.
- 3.8 **Software compatibility** – When you use Digital Services we may provide your system with digital banking software which may be needed for you to operate such Digital Services. Alternatively, the digital banking software may be supplied to you in some other way.
- It is your responsibility to ensure that the digital banking software, if supplied to you, is compatible with your system. We shall not be responsible for any loss or damage you suffer as a result of any incompatibility between the digital banking software and your system.

3.9 Ownership rights in connection with the digital banking software and other information – If supplied, you will have a non-exclusive, non-transferable, terminable, temporary personal licence to use the digital banking software and the application for the generation of One-time Passwords, where supplied, only for the purpose of accessing the Digital Services as expressly permitted under these Terms.

You can end this licence at any time by contacting us by telephone or in branch. We can end this licence with you immediately at our discretion and without advance notice to you. Without limiting the above, we can end this licence at any time without notice to you for example in the following situations:

- (a) If you have not used the Mobile Application for 12 consecutive months (in which case you will have to re-register in order to use the Mobile Application again).
- (b) If you have broken any Terms or Account Terms and Conditions, including, without limitation, if
 - (i) you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally;
 - (ii) your Account is, or we reasonably suspect your Account is, being used for an illegal purpose;
 - (iii) you are, or we reasonably suspect you may be, acting fraudulently;
 - (iv) you act in an unacceptable way, for example you act in a threatening or violent manner towards staff;
 - (v) you were not entitled to download the Mobile Application;
 - (vi) we have demanded that you repay an overdrawn balance on your Account to us and you failed to do so;
 - (vii) we have reasonable grounds to suspect that your security details have not been kept safe;
 - (viii) we have reasonable grounds for believing you may have violated or are about to violate any law or regulation in connection with your Account;
- (ix) you have not satisfied an anti-money laundering requirement;
- (x) there has been or we suspect there has been fraud involving any of your Accounts or any transactions on any of your Accounts;
- (xi) there has been or we suspect there has been suspicious activity on your Account; or
- (xii) we have reasonable grounds to suspect unauthorised or fraudulent use of your security details.
- (c) If the Mobile Application is withdrawn by the manufacturer of your mobile device operating system or, any intermediary.
- (d) If we stop supporting the Mobile Application on your mobile device or the operating system it runs.
- (e) If you stop holding any Account, product or service in respect of which the Mobile Application may be used.
- (f) If we reasonably consider that by continuing the contract, we may break a law, regulation, code, court order or other duty; or we, or another Bank ABC group company, may be exposed to action or censure from any government, regulator or law enforcement agency.
- (g) If we reasonably consider that suspension may be reasonable or necessary in order to protect Bank ABC from harm or compromise of integrity, security, reputation, or operations.

We will notify you immediately after we have terminated the licence. This can include by way of SMS, a message when you log onto Digital Services, by post, by email, by Secure Mail, by a message on your statement, or in any other way that will be sent to you individually.

Upon termination of this licence for any reason you must remove the Mobile Application from your mobile device and destroy all copies of the Mobile Application including all components of it in your possession and all rights you have in respect of the Mobile Application will immediately end.

Except as expressly provided in these Terms, nothing contained herein shall be construed, under any theory, to confer any licence or right to any intellectual property of Bank ABC, its affiliates, or any third party.

- (h) The digital banking software contains valuable information that belongs to us or others. You must not:
- (i) transfer, modify or tamper in any way with the digital banking software and the application for the generation of One-time Passwords, where supplied; or
- (ii) take copies, sell, assign, transfer or otherwise deal with the Digital Service software or your licence to use it; or
- (iii) attempt to decompile, reverse engineer, input or compile any of the Digital Service software.
- (i) You must comply with the laws of the country from which you access Digital Services including obtaining any licence you need to take the Digital Service software into or out of the country.

3.10 Access – When you use Digital Services you must:

- (a) not access the Digital Services using any equipment not owned by you or which you are not licensed or authorised to use; and
- (b) take all reasonably practical measures to ensure that any equipment from which you access the Digital Services is free of and adequately protected against any computer virus or other malicious software.

As the Digital Services can be accessed through the internet, other communication channels or, as the case may be, public systems over which we have no control, we will not be responsible for any loss or damage suffered by you or them as a result of any computer viruses, Trojan horses, worms, software bombs, malware or similar processes arising from your use of the Digital Services through the internet or those other communication channels or public systems.

You acknowledge that there are inherent risks in conducting transactions over the internet or electronic networks and you have voluntarily assumed those risks.

3.11 Unauthorised overdrafts – You cannot rely on the operation of Digital Services to prevent an unauthorised overdraft being created.

For example, you must remember that any payment instructions you or an Authorised Person has given using the Digital Services may not be given immediate value or immediate effect and might not always be immediately reflected in the balance owing on the Account.

You must not use Digital Services to create an unauthorised overdraft on your Account and we are entitled to refuse to accept any instruction that would do so. If an unauthorised overdraft is created, we may take any action we think fit and charge applicable interest and charges to the Account in question.

3.12 Availability – You acknowledge and agree that the availability and proper functioning of Digital Services depends on many variable circumstances, including location, mobile network and internet availability and signal strength, and proper functioning of hardware, software, your mobile network operator, mobile phone and computer. Bank ABC is not and will not be responsible for any errors or failures caused by or related to mobile service, Internet service, telecommunications services, hardware, or software.

3.13 Suspension – We may suspend any Digital Service temporarily at any time for maintenance and upgrading of services.

3.14 Third-party fees – You must pay any fees or charges imposed by the provider of the Digital Equipment and your telecommunications provider for using the Digital Services.

3.15 Variations in Digital Services – We may at any time without prior notice to you, and without any liability to you:

- (a) vary the way Digital Services operate; or
- (b) add to, remove or otherwise vary, end or suspend any or all of the facilities, products or services available under Digital Services.

You and each Authorised Person are taken to be bound by any variation to the operation of Digital Services if you or they continue to access the Digital Services.

4. MOBILE BANKING

- 4.1 We may restrict access to Mobile Banking. For example, for some Products we may not offer it to accountholders or cardholders who are minors or joint accountholders.
- 4.2 Mobile Banking is only available for mobile phones and similar devices with data connections which meet the specifications and configurations we specify. You must obtain and maintain a mobile phone and data connection which meet these requirements at your own expense.
- 4.3 You may have to apply to us for use of Mobile Banking by online banking or by any other method as stipulated by us.
- 4.4 Any transaction made through your User ID shall be deemed to have originated from you if the correct login password and One-time Password were submitted. If you choose to activate the feature that allows you to use your fingerprint to log onto Mobile Banking (for compatible devices only), you agree not to give fingerprint access to anyone you do not authorise to access Account or use Digital Services on your behalf. If you do, you will be responsible for any money withdrawn or transferred from your Accounts when such person uses your log-on credentials, including that person's fingerprint.
- 4.5 The Mobile Application and the information or materials obtained via the Mobile Application and Mobile Banking are granted to you by us for your sole use on a non-exclusive and non-transferable basis.
- 4.6 Mobile Banking is available to you only if you are within the cellular or mobile network service range of the particular cellular or network service provider providing services to you. We are not responsible for your inability to use Mobile Banking if you are not within such network service range.
- 4.7 You agree to pay us and any third-party telecommunication providers all applicable rates and charges related to your use of Mobile Banking, and we shall debit from your Account any unpaid rates and charges.
- 4.8 We may change the layout, form and wording of the Mobile Application or screens and in particular, those on which our Mobile Banking is provided.
- 4.9 We may not give effect to any preferences if we have reason to suspect that the preferences are not genuine, are improper or unclear.
- 4.10 Your mobile phone number and email account must be active and accessible to receive Digital Alerts. You acknowledge that if your mobile phone number or email account remains inaccessible for a continuous period, you may not receive Digital Alerts sent during such period.
- 4.11 Mobile Banking is dependent on the infrastructure, connectivity and services provided by service providers engaged by us or you. You therefore accept that timeliness, accuracy, and/or readability of Digital Alerts will depend in part on these third-party service providers. We are not responsible for non-delivery or delayed delivery, error, loss or distortion in transmission of Digital Alerts if this is due to the fault of such service providers.

5. SECURE MAIL

You acknowledge and agree that any use of Secure Mail and files and data accessed via it may be monitored, disclosed, inspected and/or copied where we may be legally required to do so. Your personal information may be processed by us for the purpose of contacting you and providing Secure Mail to you.

Your use of Secure Mail is entirely at your own risk and we accept no responsibility or liability for the content, use or availability of this service.

Once a Secure Mail message has expired it will be unavailable from the Secure Mail system and neither you nor we will be able to retrieve it. If you would like to retain a copy of a Secure Mail message for future use please print a hard copy or save a copy locally.

We may add, remove, modify, withdraw or suspend Secure Mail or any part or feature of it without notice at any time.

6. SECURITY PROCEDURES

Security procedures for banking services are very important. You must comply with (and ensure each Authorised Person complies with) all security procedures set out in our banking agreement and these Terms.

Issue and cancellation of Security Codes and One-time Passwords

- 6.1 We may issue (or in some cases, allow you to select) Security Codes and One-time Passwords to enable you to communicate with us or to give us instructions by Digital Equipment.
- 6.2 If you want any other person to be able to give us instructions by Digital Equipment we may issue them with Security Codes, but you must ask us to do so in writing.
- 6.3 If you lose a Security Code, it stops working or it is disclosed to a person other than an Authorised person, we may issue you with a new one if you ask us in writing. We may suspend your access to Digital Services until the new Security Code is issued.
- 6.4 You must instruct us in writing if you want to cancel a Security Code issued to you or an Authorised Person.
- 6.5 We may cancel a Security Code without notice (unless otherwise required by law).
- 6.6 Unless otherwise required by applicable law, we are not responsible for any services that are not controlled by us, by or from which you or an Authorised Person obtains any Security Codes, and we are not liable for any loss you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the costs in connection with it.

Protecting Security Codes

- 6.7 You and each Authorised Person must take all necessary steps to prevent unauthorised or fraudulent use of your or their Security Codes.
- 6.8 You must comply with our security guidelines and advice that are provided by us to you.
- 6.9 For example, you and each Authorised Person must:
 - (a) memorise a Security Code and destroy Security Code notifications as soon as possible after receiving or selecting the Security Code;
 - (b) not record any Security Code (except where it is disguised in a way that others are not able to decipher it);
 - (c) when selecting a Security Code, not select an obvious word or number or one that can be easily guessed by someone else (such as a date of birth, middle name, family member's name or telephone number);
 - (d) not voluntarily tell anyone your or their Security Code or let anyone find out your or their Security Code – not even family or friends, a joint account holder with you, a member of our staff, or someone giving assistance on a technical helpdesk in connection with any services;
 - (e) not record a Security Code (disguised or not) on Digital Equipment;
 - (f) change Security Codes regularly or, at a minimum, whenever we or our systems require you or the Authorised Person to do so;
 - (g) not select a Security Code used before;
 - (h) not voluntarily give your or their Security Code to any other person; and
 - (i) otherwise protect and keep confidential your Security Code, User ID, account number and any other means of accessing your Account.

- 6.10 Neither you nor an Authorised Person may keep records (disguised or not) of a Security Code near records of an Account (such as an Account number) or other security code device.

Loss, theft or misuse of Security Codes

- 6.11 You and each Authorised Person must notify us by phone as soon as you or they:
- (a) become aware that your or their Security Code may have been lost or stolen; or
 - (b) suspect that someone knows your or their or any other Authorised Person's PIN/Password; or
 - (c) suspect or become aware that there has been unauthorised access to an Account or use of a Security Code; or
 - (d) become aware that your or their computer or mobile phone which you or they use to access any Digital Services may have been lost or stolen; or
 - (e) become aware that your or their mobile number has changed,

otherwise you may be liable for any loss incurred. You must provide us with any relevant information and give us reasonable assistance in recovering a lost or stolen Security Code.

- 6.12 You are liable for any unauthorised transactions that occur on the Account linked to a lost, stolen or misused Security Code, until you have notified us in writing. Unless otherwise required by applicable law, our decision in relation to a breach of the security procedures or where a Security Code has been lost or stolen is final and binding on you.

Loss, theft or misuse of Security Tokens

- 6.13 You must prevent any unauthorised use or access of the Security Token issued by us to you.
- 6.14 If you discover or suspect that the Security Token has been lost, stolen, misused or tampered with, you must immediately notify us. We will deactivate the Security Token and dispatch a replacement Security token to you.
- 6.15 You are liable for any unauthorised transactions that occur on the Account linked to a lost, stolen or misused Security Token until you have notified us in writing.
- 6.16 Unless otherwise required by applicable law, our decision in relation to a lost or stolen Security Token is final and binding on you.

Responsibility for loss of Security Codes and Security Tokens

- 6.17 You are responsible for and accept all risks associated with the delivery by us to you of the Security Codes and Security Tokens from the time we transfer these items to you (or the Authorised Person) even if any other person receives or uses them.
- 6.18 It is your responsibility to prevent any disclosure and/or unauthorised use of the Security Codes and/or Security Tokens. Any individual who uses such Security Codes and/or Security Tokens shall be taken to have been authorised by you. You agree not to hold us responsible in any way for losses you may suffer from your disclosure, non-receipt or loss of Security Codes and/or Security Tokens or the unauthorised use of the lost Security Codes by any party.

Transactions initiated by using your User ID and Security Code or fingerprint will be considered as having been authorised by you and constitutes your legal permission, authorization and signature to perform the transaction(s) requested, as allowed by applicable law and regulation including, where applicable, the U.S. Electronic Signatures in Global and National Commerce Act ("E-SIGN Act").

Precautions when using Digital Services

6.21 You and each Authorised Person must take the following precautions when using Digital Services.

- (a) Not allow anyone else to operate any Digital Services on your or their behalf without our consent.
- (b) Not leave Digital Equipment unattended while you or they are on-line to any Digital Service. This applies whether Digital Equipment is sourced independently of us or provided by us in our branches or other premises.
- (c) If you or they access any Digital Service from Digital Equipment in one of our branches, you or they must ensure that you or they have logged out before leaving the branch.
- (d) Not access any Digital Services from any Digital Equipment connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your or their access or otherwise gain access to the Digital Service by the Digital Equipment, network or environment.
- (e) Not allow anyone else to observe your or their Security Code when you or they enter it into any Digital Equipment.
- (f) Read and abide by notices and warnings received related to the Digital Services.
- (g) Otherwise protect and keep confidential your Security Code, User ID, account number and any other means of accessing your Account.

Requests for Security Code or Account details

6.22 After you initially open an Account or register for Digital Services, we will never contact you or an Authorised Person, or ask anyone to do so on our behalf, with a request to disclose the Account details or Security Code.

If you or an Authorised Person receive such a request from anyone (even if they are using our name and logo and appear to be genuine) you or they must not disclose the Account details or Security Code. You or the Authorised Person must notify us as soon as possible should you receive such a request.

Recovered Security Code or Security Token

6.23 If you or an Authorised Person recovers a lost or stolen Security Code or Security Token, you or they must return the Security Code or Security Token to us without using or attempting to use it.

7. REPRESENTATIONS

7.1 You represent and warrant that:

- (a) you have power and all necessary authorisations to own your assets and carry on any business you conduct, to enter into these Terms each of our banking agreements and any other arrangement with us which you enter into with us and to comply with your obligations and exercise your rights under them;
- (b) your obligations under these Terms and each of our banking agreements and any security (and the obligations of any security provider) are valid, binding and enforceable and neither you nor any security provider will be in breach of any law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under these Terms or any of our banking agreements or any other arrangement with us;
- (c) all the information given by you or any security provider (or on your or their behalf) is correct, complete and not misleading and each representation made by you to us is correct and not misleading;
- (d) since the date information has been given to us by you or a security provider, there has been no change in your or a security provider's financial circumstances which may have a material adverse effect on your or the security provider's ability to meet any of your or their obligations to us;
- (e) neither you nor any security provider has withheld any information that might have caused us not to enter into these Terms, or any of our banking agreements, or any other arrangement with us, or provide any Product to you (including information about the assets you or they own and any security interest over them);
- (f) neither you nor any security provider (or any assets you or they own) has immunity from the jurisdiction of a court or from legal process;
- (g) unless otherwise stated in writing, you are not entering into these Terms or our banking agreements or transacting with us as a trustee, agent or nominee. (This means you are liable as principal);
- (h) if we accept your application to enter into these Terms or our banking agreements or you transact with us as a trustee, executor, agent or nominee, you are authorised to do so;
- (i) there is no default and no event has occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become a default;
- (j) you shall accept full responsibility for all transactions executed, including transactions executed through the Digital Services and in particular for ensuring the accuracy and completeness of your instructions to us;
- (k) that to the best of your knowledge, your system and any other computer system through which you access the Digital Services are free from any electronic, mechanical, data failure or corruption, computer viruses, malware and bugs. We are not responsible for any electronic, mechanical, data failure or corruption, computer viruses, malware, bugs or related problems that may be attributable to services provided by any internet service provider, network provider, server or such other equivalent system;
- (l) (i) you are not located in a country that is subject to a United States, United Kingdom, or European Union embargo, or that has been designated by the United States, the United Kingdom, or the European Union as a "terrorist supporting" country; and (ii) you are not listed on any United States, United Kingdom, or European Union list of prohibited or restricted parties;
- (m) you have considered the security procedures of the Digital Services and find that the security procedures are commercially reasonable; and
- (n) you will not use any Digital Services for any unlawful purpose, or in any manner not permitted by these Terms. Without limiting the above, you agree and warrant that you will comply with all applicable laws, rules and regulations applicable to the Digital Services and you will not engage in any conduct that would violate our rights in the Digital Services.

7.2 You repeat these representations and warranties every time you apply for a Product or make any transaction on a Product or Account. You must notify us whenever anything happens which would mean you could not truthfully repeat these representations and warranties.

8. THIRD PARTY PROVIDERS

- 8.1 You can instruct a Third Party Provider to access information on your Account(s) or make payments from your Account(s) as long as the Third Party Provider has identified itself to Bank ABC and is properly authorised and acts in accordance with the relevant regulatory requirements (including, without limitation, in respect of Accounts located in a country that is part of the European Union those regulatory requirements set out in Regulations 43(3), 44, 69, 70(2)(a), 70(3)(a) and 75(2) of the European Payment Services Regulation).
- 8.2 Bank ABC will treat any instruction from a Third Party Provider as if it was from you.
- 8.3 Subject to your obligations under the Terms to protect the Security Details and your Account(s), you may provide a Third Party Provider with the Security Details if they ask for them and provided you are satisfied you have complied with your obligations under the Terms.
- 8.4 Bank ABC may share information relating to you and your Account(s) with Third Party Providers. If such information is shared with third parties,

Bank ABC will have no control over how that information is used and you will need to agree the scope of such use directly with the third party.

- 8.5 Bank ABC may refuse to allow a Third Party Provider to access your Account(s) where it is concerned about the security of the proposed transaction or instrument or it is concerned that the access of that Third Party Provider may be unauthorised or fraudulent. Before doing so, Bank ABC will tell you that it intends to deny access and give the reasons for doing so.

However, if it is not reasonably practicable to do so in advance, Bank ABC will tell you as soon as possible after it has denied such access. In either case, Bank ABC will inform you in the manner in which it considers most appropriate in the circumstances.

Bank ABC will not tell you if doing so would compromise its reasonable security measures or otherwise be unlawful. If Bank ABC denies access to a Third Party Provider, it may also tell its regulator that it has done so.

9. INDEMNIFICATION

Except to the extent that we are found liable under these Terms or an agreement that governs an Account of yours further to a final non-appealable court judgement, to the extent permitted by applicable law you agree to:

- (a) indemnify and hold us, Bank ABC directors, officers, employees, agents, successors and assigns harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an Account or the performance of Digital Services, including any service provider therein and

- (b) protect and fully compensate Bank ABC and its affiliates, subsidiaries, licensors, suppliers and service providers and their respective successors and assigns from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Digital Services, your violation of the Terms or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone.

This indemnification is provided without regard to whether our claim for indemnification is due to the use of Digital Services by you or your Authorised Person.

You shall indemnify us from all loss and damage which we may incur in connection with your improper use of the Digital Services.

Bank ABC reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Bank ABC in asserting any available defences. This indemnity obligation will survive any expiration or termination of these Terms and your use of the Digital Services.

10. EXCLUSION OF LIABILITY

10.1 Unless a law prohibits us from excluding or limiting our liability, we are not liable for any loss you incur in connection with the Digital Services (including in connection with the provision, access or use of any Product, unavailability or improper functioning of the Digital Services, computer viruses, malicious code or other defect in any of the Digital Services, or for the incompatibility between any Digital Services and any systems, hardware or software, including those you may use to access the Digital Services, or any other problems, damages or liabilities due to causes beyond Bank ABC's reasonable control, delay or error in the transmission of any electronic payment transfer, delay in providing you funds under our banking agreement, misrepresentation, your or an Authorised Person's instructions or any unauthorised instructions, a default, termination of any of our banking agreements, our refusal to act on any instruction, our blocking or limiting access to your account, or any other thing we do or do not do).

This applies where the loss arises for any reason and even if the loss was reasonably foreseeable or we had been advised of the possibility of the loss.

UNDER NO CIRCUMSTANCES WILL BANK ABC BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITY OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE ANY DIGITAL SERVICES OR ANY PORTION THEREOF, REGARDLESS OF WHETHER BANK ABC HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

10.2 We may appoint an agent or third-party to provide some or all of the Digital Services. Other than in relation to an institution selected by you, where we use an agent or any third-party in performance of any Digital Service, we shall use reasonable care in any such selection. In any event neither we nor any other member of the Bank ABC group shall be liable for any loss (including loss of profit), damage, delay or failure to perform occasioned by the acts or omissions of any such third party or agent whether selected by us or you.

10.3 We are not responsible for the negligence, act or failure to act of any third-party and will not be involved in any dispute between you and any third-party service provider (whether or not appointed by us).

10.4 The Digital Services may allow you to visit or be directed to other third-party websites. We are not responsible for the content of these third-party websites. We are not responsible for, do not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites on our website. We shall not be responsible for any loss or damage you incur directly or indirectly in connection with your use of or access to these websites.

11. TERMINATION

- 11.1 Termination by you – You may end the Digital Services by giving us two banking days' prior written notice.
- 11.2 Termination by Bank ABC – Bank ABC may restrict, limit, disable or cancel your Digital Services access without prior notice (except to the extent required by law) for any reason or no reason in our sole discretion including, but not limited to:
- (a) if there has been no Digital Services activity for a period of 12 consecutive months or,
 - (b) you give (or any security provider gives) us incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading; or
 - (c) you do not pay on time an amount due under any of our banking agreements or any other arrangement with us (this includes if you have not ensured there are sufficient funds available in an Account which has been nominated for debiting payment); or
 - (d) you have breached any of these Terms or any other term of any of our banking agreements or any other arrangement with us; or
 - (e) you have breached any term of any arrangement you have with another financial institution or another financial institution has suspended or terminated your use of any banking facility; or
 - (f) any security or insurance we require in connection with a Product is or becomes unenforceable or is withdrawn or terminated without our consent; or
 - (g) you or any security provider becomes insolvent or any of your or their assets are subject to insolvency proceedings; or
 - (h) you or any security provider dies or becomes incapacitated; or
 - (i) you or any security provider stops payment, ceases to carry on its business or a material part of it or threatens to do so; or
 - (j) you or any security provider acts fraudulently or dishonestly; or
 - (k) any of your or any security provider's assets are subject to enforcement of a judgment or is expropriated, compulsorily acquired or resumed on any basis; or
 - (l) any assets the subject of a security or any of your business or the business of a security provider is in jeopardy; or
 - (m) you are convicted of a crime; or
 - (n) legal proceedings to recover debts or criminal proceedings are commenced against you or any security provider; or
 - (o) we consider that an Account is being operated in an irregular or improper manner; or
 - (p) any business you operate is not carried on in a proper, orderly and efficient manner or you cease to operate it or a substantial part of it or significantly change it without our consent; or

- (l) any assets the subject of a security or any of your business or the business of a security provider is in jeopardy; or
 - (m) you are convicted of a crime; or
 - (n) legal proceedings to recover debts or criminal proceedings are commenced against you or any security provider; or
 - (o) we consider that an Account is being operated in an irregular or improper manner; or
 - (p) any business you operate is not carried on in a proper, orderly and efficient manner or you cease to operate it or a substantial part of it or significantly change it without our consent; or
 - (q) anything occurs which, in our opinion, is likely to have a material adverse effect on your (or a security provider's) business, assets or financial condition or your or their ability or willingness to comply with obligations under any of our banking agreements or any other arrangement with us; or
 - (r) performance of any obligation by either you or us under any of our banking agreements or a security provider under any security breaches, or is likely to breach, a law or a requirement of any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, the United States, Her Majesty's Treasury, the United Nations, the European Union or any country or is otherwise contrary to any policy we apply as a result of an order or sanction issued by an authority; or
 - (s) at any time, as a result of your domicile, nationality, residency status, tax status, or any other relevant status, the provision or continued provision of any Product or part of any Product, would or might in our reasonable opinion constitute a breach of our policy or any applicable law or requirement of any authority, or is not in accordance with our usual business practice and procedure; or
 - (t) if you close your Account; or
 - (u) we are required by law (including an order of any authority) to do so; or
 - (v) any other event of default (however described) under any of our banking agreements or any other arrangement with us occurs; or
 - (w) we have cause to believe the security of your Account or our system may be in question.
- 11.3 Our rights under this clause do not affect any other right under any of our banking agreements and are subject to the giving of any notice, demand or lapse of time which is required by applicable law and cannot be excluded.

12. GENERAL

12.1 Recording of telephone calls and email – You authorise Bank ABC and its agents to record or copy any telephone call made to or email sent to Bank ABC concerning Digital Services.

12.2 Assignment – We may assign our rights under these Terms to a company affiliated with us or to any other party. You may not assign your rights under these Terms.

12.3 Disclaimer – We do not represent or warrant that:

- (a) the Digital Services will meet your requirements;
- (b) the Digital Services will be uninterrupted, timely, secure or error-free;
- (c) the Digital Services are fit for a particular purpose, or do not infringe any third-party proprietary rights; or
- (d) any errors in the technology will be detected or corrected.

THE DIGITAL SERVICES (INCLUDING ALL INFORMATION AND MATERIALS CONTAINED IN OR MADE AVAILABLE THROUGH THE DIGITAL SERVICES) ARE PROVIDED “AS IS” “AS AVAILABLE”. BANK ABC IS NOT PROVIDING ANY WARRANTIES AND REPRESENTATIONS REGARDING THE DIGITAL SERVICES, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE DIGITAL SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FREEDOM FROM VIRUSES OR OTHER HARMFUL OR MALICIOUS CODE, OR FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BANK ABC DOES NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AND MATERIALS CONTAINED IN OR MADE AVAILABLE THROUGH THE DIGITAL SERVICES, AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN SUCH INFORMATION AND MATERIALS.

12.4 Agreement to Terms and Changes to Terms – Bank ABC may change these Terms at any time by electronically sending to you a notice, mailing to you a notice or posting a notice of such change in a Bank ABC branch where you maintain your Account or on its website. However, if the change results in (a) increased or new fees or charges, (b) increased liability for you, (c) fewer types of available Digital Services, or (d) stricter limitations on the frequency or dollar amounts of transfers, then, unless the change must be made sooner for security reasons, at least 30 days before the effective date of the change Bank ABC will either electronically send you an electronic notice or mail a written notice to you.

However, your continued use of the Digital Service after the 30-day notice period or earlier effective date of a change shall be conclusively deemed to be your acceptance of such changes to the Terms.

Your agreement to these Terms and changes to the Terms by way of the Digital Services (including “click-through” agreement) or other electronic means shall be binding and enforceable.

Any notice to you will take effect when it is personally delivered to you or by email to you or mailed to the last address we have for you in our records.

- 12.5 **Locking User ID** – We may temporarily lock your User ID for a specified period of time, if incorrect password and/or One-time Password are used for a consecutive number of incorrect attempts. It may be available for use after the expiry of the said time. You may also request assistance from our call centre or your branch to reset the User ID and/or password.
- 12.6 **Session Expiry** – We will automatically disconnect, without any notice, any session which stays inactive in the service of a period of time as determined by the bank from time to time because of no activity from you. If you attempt to login to the Digital Services while having another valid session running, we will automatically disconnect the first session.
- 12.7 **Disclosure of personal information** – You agree that we or our service providers may hold and process your personal information on computer systems or otherwise in connection with the Digital Services as well as for statistical analysis. You further agree that we may monitor, track, record and audit usage of our Digital Services and collect your system related information; you also agree that we may disclose, in strict confidence, to other institutions, such personal information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:
- (a) for participation in any electronic clearing network;
 - (b) in compliance with legal and/or in response to the directives of our financial regulator and/or applicable government authority; and
 - (c) for fraud prevention purposes.
- 12.8 **Privacy Notice** – By entering into the Terms you acknowledge that, where the Account Terms and Conditions specify that a privacy notice has been made available, you, all Authorised Persons and users of our Digital Services have received a copy of our privacy notice which is available at data privacy notice.
- 12.9 **Updates to personal information** – By entering into these Terms you will be agreeing that, upon becoming aware of any inaccuracy or out of date personal information relevant to users of our Mobile Banking platform including as relevant the Authorised Persons, including the personal information relevant to their own use of the Mobile Banking platform, as more particularly described in our Privacy Notice, you will promptly notify us of those changes.
- 12.10 **Our records and decisions are conclusive** – Unless there is an obvious mistake our records (whether in paper, electronic, data or other form) of an instruction, report, statement or other communication are conclusive evidence of their contents or our receipt or non-receipt of them.
- You acknowledge that we may destroy, erase or otherwise cease to maintain any records (whether in paper, electronic, data or other form) as we consider appropriate after such time as permitted by applicable law.

12.11 **Complaints** – Any complaints in connection with the Digital Services should be directed to any of our branches in the country where you maintain the Account or any other address we may notify from time to time for this purpose. We will follow our complaint management procedure for redress of all the complaints received through or related to the Digital Services.

12.12 **Notices** - You agree that we may send any information, disclosures and/or notices (including, but not limited to, notices of changes to these Terms) relating to the Digital Services to you in electronic form.

Subject to the requirements of applicable law, your agreement to receive such notices electronically applies (without limitation) to any and all disclosures and information that we are required by applicable law or regulation to provide in writing. You agree that we may electronically post or make available such notices on any website we designate. We also may electronically transmit such notices by email to you or mail such notices to the last address we have for you in our records.

13. GOVERNING LAW

- 13.1 The Terms and any dispute or claim arising out of or in connection with the Digital Services (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the jurisdiction where the relevant Account is located, without regard to conflict of law principles.
- 13.2 Your use of the Digital Services is through an internet service provider, network server or such other equivalent system in the country from where such service is accessed by you, and to this extent, such access by you will also be subject to the relevant laws of that country and any terms prescribed by such internet service provider, network provider, server or such other equivalent system.
- 13.3 A determination that any provision of these Terms is unenforceable or invalid shall not render any other provision of these Terms unenforceable or invalid.

14. JURISDICTION

The courts, including state or federal courts as applicable, of the jurisdiction where the relevant Account is located shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Terms or claims

arising out of or in connection with the Digital Services (including non-contractual disputes or claims), and both parties hereby submit to the non-exclusive personal jurisdiction of such courts.

