

# General Terms and Conditions for Retail Banking

# Arab Jordan Investment Bank

## General terms and conditions for Retail Banking

I hereby agree that the following terms and conditions govern my relationship with Arab Jordan Investment Bank, and shall apply to any account(s) opened or held with the Bank, and shall govern the usage of any banking services provided by the Bank to me, including any transaction conducted by the Customer with the Bank, and also include the terms governing any debit/credit card, internet banking service, mobile banking service, e-Statement service, and Mobile notifications service, to the extent that they do not conflict with contracts/special and general conditions of such contracts or service.

## Phrasing and Definitions

The headings in these Terms and Conditions are for convenience only and shall not affect the interpretation of any provision of these Terms and Conditions. Unless the context otherwise requires, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine gender and vice versa. These Terms & Conditions and their amendments constitute an integral part of the account opening documentation and relevant documentation in respect of Banking Services..

**Bank:** Arab Jordan Investment Bank, including all its branches, subsidiaries and offices registered in the Hashemite Kingdom of Jordan and abroad.

**Customer:** A natural or legal person who owns a bank account and a banking relationship with the Bank.

**Account(s):** Account or accounts opened with the Bank in the Customer's name.

**Account Number:** The number that the Customer must use in full in his dealings with the Account; such number contains a unified ID code for the Customer, the branch and the type of Account and currency type.

**Cardholder:** Any person who holds a Card issued by the Bank at the Customer's request.

**Card Information:** The card's primary number (the "PAN") and the card's related expiry date and CVV2.

**Automated teller machine (ATM):** Electromechanical machines allow users to perform financial and/or non-financial transactions on their accounts using payment instructions or any other means.

**Card Statement:** A statement that shows the financial transactions carried out and the balance in the Account.

**Contactless Transaction:** the transaction effected through the Digitized Card and that is conducted through the Tap and Go Service of the AJIB Pay and Apple Pay with the use of the Customer NFC-enabled Device

**AJIB Pay:** the digital wallet application that is downloaded on the Customer's Device from the relevant application store, and in which Card(s) of the Customer are registered, by means of which the Customer can conduct purchasing transactions securely.

**Note:** Card information includes 16 digits, expiry date, customer account, branch code, and CVV2 at the back of the card

**Card:** Electronic Card or any other Card issued by the Bank to its Customers, whether it is the main or Supplementary Card and which can be used for cash withdrawal from Automated Teller Machines (ATM) or purchase of goods and services through the internet, phone, or any other mean where the Card is not physically available at the time of the transaction when the Bank allows doing so.

**Expenses:** includes the stamp costs and/or duties, fees and expenses of mail, telephone, facsimile, currency difference and commission, all other types of bank charges paid by the Bank and any fees incurred by the Bank due to the issuance /renewal/ replacement/ or the use of the Card.

**Main Card:** The Card issued in the Customer's name at the Bank upon his request and per these terms.

**Non-resident:** the natural or the legal person who resides or is based outside the Kingdom ; or has not completed a one-year period of residency inside the Kingdom, regardless of his nationality, with the exception of families and individuals who have an economic status or interest and have permanent economic activity and permanent residence inside the Kingdom even if they reside there intermittently.

**PINPAD:** an electronic device which allows Customers to identify themselves using the PIN number rather than their signature or another form of identification.

**Supplementary Card:** The Card issued by the Bank upon the holder of the Main Card 's request for the use of the person he specifies. The Supplementary Card shall be issued on the basis provided for in these terms.

**Transfer:** any internal and/or external transfer and/or any other transfer services that the bank may add in the future

**Use of the Card:** purchases of goods, access to services from shops and electronic merchants , cash withdrawal by using the Card at ATMs or any other transactions may be made by using the Card as the Bank deems appropriate.

**PIN Number:** The number issued by the Bank to the Cardholder enables him to use ATMs for cash withdrawals, POS machines or any other banking transactions requiring secret numbers.

**Tokenization:** the process that allows Contactless payments to be processed without exposing actual account details through replacing or encrypting the primary account number (PAN) with a unique digital identifier.

## A. General conditions related to Bank Accounts

1. The Customer acknowledges and agrees that the general conditions set out in these terms shall apply to each Account held with the Bank in addition to any Special terms applicable to an Account.
2. The Customer understands that to open and operate an Account, the Customer should be at least 18 years old and that no Account will be opened until documentation required by the Bank at its sole discretion is received
3. The Customer is committed to providing adequate funds in the Account to meet all withdrawal requirements at all times. The Customer also acknowledges Some Accounts are subject to the minimum balance conditions and a certain level of income. The Bank also reserves the right to impose a service charge if any qualified balance on any Account has fallen below the minimum required amount during the month as specified by the Central Bank of Jordan.
4. The Customer's signature specimens and/ or his authorised signatory kept by the Bank shall be considered legal and approved for all transactions belonging to the Account.
5. Customer acknowledges that there shall be no liability on the Bank for the adoption or rejection to accept any power of attorney on any of his Accounts with the Bank, in case the Customer requests power of attorney of any kind, he acknowledges that these powers of attorney are issued by him. He must inform the Bank of any amendment or cancellation of any given power of attorney. The Customer shall not have the right of recourse against the Bank in any matters related to a power of attorney, and the use of a power of attorney shall be on the Customer's full responsibility and without any liability on the Bank towards any party whomsoever.
6. The Customer undertakes to refrain from using his Account for transactions related to exchange and Transfer operations through the Accounts of people who are not authorised to do so, and in case that the Bank verifies this, it will inform the Central Bank of Jordan in accordance with the provisions in force.
7. The agent or authorised representative has full authority to modify, delete, change, or provide the necessary data requested by the Bank, including the personal data related to the Customer.
8. The agent or the authorised representative shall have full authority to acknowledge the validity of the balances.
9. The agent or authorised signatory has the right to obtain, activate, and deal with the self-services related to the electronic services that the Bank provides to Customers.
10. The agent or authorised representative has the authority to open an Account/s subaccount with the same conditions mentioned in this form or any amendment made to it.
11. The Customer has the right to restrict or exclude any of the powers of the agent or delegate stipulated in the aforementioned clauses 7-10 when organizing and signing the authorisation document or power of attorney.
12. Withdrawals from the Account must be made through cheques or payment orders or withdrawal/Transfer applications using the forms approved by the Bank or by writing letters that meet all legal requirements and signed by the Customer "according to a signature specimen of the Customer/or the authorised signatory on his behalf saved with the Bank", and/or according to the Customer's written instructions made to the Bank regarding the powers and/or conditions of the signature of the Customer and/ or his authorised signatory.
13. Payment and Transfer orders from the Account must include an explicit payment or Transfer order, the value in numbers and in writing, the Bank Account Number, the name of the beneficiary of the payment or Transfer order, and his Account Number, date of payment or Transfer, a signature of the authorised signatory, and any other data required by the Bank and/or correspondent banks, and the Bank will not be responsible for failure to implement them if it is in violation of these conditions.
14. The Bank may refrain from implementing the payment or transferring orders received indirectly (other than from the Customer personally). If a doubt emerges as to their validity and it may request a confirmation of issuance thereof from the Account holder by the means it deems appropriate without any liability on the Bank for the delay or non-implementation. Standing orders or Transfer instructions have to include the amount, Account Number, beneficiary name, or any other data required from the Bank. In addition, The Bank will not be responsible for its failure to implement it if it is in violation of this condition.
15. The Customer's endorsement of any commercial instruments for depositing thereof in his debtor Account(s) shall be an endorsement without recourse unless explicitly stated that the value is for collection, and mentioning the Customer's Account Number shall not be a presumption that the endorsement is a procuration endorsement/ for collection endorsement.

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16. The Customer shall be entitled to dispute transactions made on the card within 30 days from the date of being notified of the transaction details for purchase transactions via point of sale, and within 60 days from the date of being notified of the transaction details for cash withdrawal transactions executed on their accounts via ATMs. Beyond this period, the transaction is considered binding and cannot be disputed. If a dispute is submitted, the Bank will verify immediately. If the dispute is found to be valid, the Bank will refund the disputed amounts to the customer's account without bearing any cost and/or expenses. Otherwise, in case the dispute is found to be invalid the customer agrees to bear and pay all actual costs and/or expenses incurred by the Bank.
17. It is hereby agreed under these conditions that the Bank and/or its management and/or its representatives shall have the right to make any modification and/or correction and/or change in any statement/entry of the Bank's statements/entries and/or to reverse any entry of the Bank's entries in case of appearance and/or detection of any error or defect or malfunction or fault in the hardware or software or any of the Bank's electronic machines which do not consistent with the reality of the Account and/or entry. The Customer authorises the Bank ultimately to conduct necessary accounting entries, without having to get the consent of the Customer, to correct and/or reverse any accounting entries that have been implemented by an error on/to any of the Accounts opened in the name of the Customer at the Bank, and without bearing any factual and/or legal and/or Banking and/or accounting liability of any kind that may arise to this regard
18. All Accounts opened and to be opened in the future in the name of the Customer at any of the branches of the Bank in any currency, including any Accounts related to credit card and any joint Accounts and all securities, bonds, collateral and other valuables whatever type shall be held as security to guarantee each other and the settlement of any debit balance due to the Bank, and the Customer authorises the Bank ultimately to debit at any time from any of these Accounts all amounts and fees due and/or will become due on the Customer (time after time and on several times) in his capacity as a depositor and/or borrowers and/or debtor and/or guarantor and/or drawer or issuer of cheques for anyone deals with the Bank without having to get the consent of the Customer.
19. In the event an open Account at the Bank in the name of the Customer has been over-drafted for a certain amount as a result of the withdrawal on the Account with an amount exceeding the available balance in such Account and/or as a result of debiting any amount to any of the Accounts opened in the name of the Customer at the Bank, the over-drafted amount shall be considered a due and mature debt owed by the Customer to the Bank immediately, all together with interest, commissions and Expenses incurred on the Account Statement as from the Accounts Statement date until full payment, in addition to attorney's fees, fees and lawsuits Expenses that may arise as a cause of the collection of this debt, and without prejudice to the Bank's right to refuse to allow any overdraft or exceeding the limit.
20. Any breach or violation by the Customer to any of its obligations towards any Account or other service provided by the Bank shall be deemed as a breach of all agreements with the Bank. The Bank may cancel all or any of the Customer's facilities and may request full payment or exercise any other means available to the Bank under these conditions or under any law valid in the Hashemite Kingdom of Jordan, after warning him through the approved methods agreed upon with the client, including sending a short text message (SMS).
21. A Customer who is a natural person shall be committed to providing the Bank with the following when applying to open an Account:
  - A. Valid personal identification document for Jordanians (civil status ID or military certificate of appointment for the military). As for non-Jordanians (Personal number, Passport, Identification ID for the children of the Gaza Strip, or Identification ID for the children of Jordanian women).
  - B. Birth certificate or family book for minors in case of opening an Account by custody or guardianship in addition to the custody/guardianship deed, if any.
  - C. Proof of residence (utility bill for the past 3 months or a valid lease contract that does not exceed one year or updated or registration document for the property or driving license stating address).
  - D. Proof of work (letter from the employer, salary certificate, or salary voucher or craft/professional license stating work address).
  - E. A valid residence permit and a valid work permit or diplomatic ID or Investor Card (for non-Jordanians).
22. All data and details contained in this application are true and correct, and I, the Customer, bear no responsibility otherwise. The Customer is also obligated to inform the Bank in writing of any changes. The information provided in this application may change, and the Customer undertakes to provide the Bank with copies of the documents and identification papers that are renewed or have undergone any modification like any renewal of a passport, place of residence or place of work. Otherwise, the Bank is entitled, at its sole discretion, without incurring any liability, to refuse to carry out any instructions, operations or services.
23. The Bank may transfer payment received for the benefit of the Customer in any currency by depositing it to his Account at the Bank and the rate of exchange adopted by the Bank. If the Customer request Transfer between his Accounts or transfer to others Accounts, he authorises the Bank to conduct the Transfer process at a price prevailing at the Bank at the time of the Transfer if the currency of the debited Account differs from the currency of the receiving Account and to debit any due Expenses or commissions on the debited Account without any liability on the Bank.

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24. In case of the Customer request to withdraw large amounts of cash in local or foreign currency, the Bank shall have the right to postpone the implementation of the Customer's request to the time determined by it.
25. The Customer acknowledges that he shall not conduct any commercial activities through his personal Accounts, and he acknowledges that he is the real beneficiary of his Account and that any Account held in his name with the Bank will not be used in any money laundering transactions.
26. The Customer undertakes to provide the Bank with the sources of cash deposits to be deposited to the Account as may be requested by the Bank. The Customer shall have to report the income and other banking relationships: If the Customer is related to a state (for example, because the Customer has income or assets there or if the Customer is a resident or living permanently there), the Customer may be obliged, under the law, to report on his global income to the tax authority in such state. The Customer should get tax advice in case the Customer has any doubt about the reporting obligations imposed on him.
27. The Bank will not be liable towards the Customer for any loss that the Customer may incur as a result of prohibiting the Bank, agents or correspondents from providing the Customer with any banking services or other services due to strikes, labour disputes or a malfunction in the hardware or equipment or any other reasons beyond the scope of the reasonable control of the Bank, including the events of force majeure, according to what is stated by the law.
28. The Customer undertakes not to use the Account or the Card to deal in virtual currencies, whether directly or indirectly, and also undertakes not to open Accounts in them and/or exchange them for another currency and/or send or receive Transfers against them or for the purpose of buying or selling them. The Bank has the right to take the appropriate action in line with the regulatory instructions in force against the customer if trading in virtual currencies is discovered through his Account or Card.
29. The Customer undertakes to update his data in accordance with the policy and instructions of the Bank and to provide the Bank with any changes that occur to his personal data, such as changing his address. The Bank must ensure that the Customer signs an acknowledgment of the correctness of his address to ensure that he receives the Account Statement and any correspondence in a timely manner, and that the Customer must inform the Bank of any modifications to it. The customer also acknowledges to provide the bank with a copy of the passport as soon as it is renewed for non-Jordanians and the bank has the right to gradually suspend some financial operations and services provided to the customer in the event of non-Provide.
30. In case of death, incapacity, insolvency or bankruptcy of the Customer, or the occurrence of any similar cases, the Bank shall not bear any responsibility for any dealings in the Account unless and until the Bank receives a written notice of that accompanied by acceptable original documents at the absolute discretion of the Bank. In such circumstances, the Bank will suspend all transactions in the Account until the Account status is rectified in accordance with applicable laws.
31. The criteria for classifying Customers' Accounts according to the balance shall be applied according to the internal policy of the Bank in particular.

## B. Special Terms of Bank Secrecy

1. The Customer agrees that his data and information may also be processed for the purposes of compliance with applicable laws, including laws and regulations of anti-money laundering and counter-terrorism and the fight against crime, and this may require disclosure of Customer's data to governmental or regulatory authorities, whether domestic or Foreign or to any other person according to what the Bank considers appropriate for these purposes. In the event the Customer provides to the Bank false or incorrect information and fraud or money laundering process has been identified or suspected, data will be transferred to the hands of anti-forgery and money laundering entity.
2. The Customer agrees that the Bank may share, disclose, and process the data related to his Account(s) with any other party that provides services on behalf of the Bank and with financial institutions involved in the processing of the Customer transactions, including the Central Bank of Jordan, credit bureau and business information companies licensed by the Central Bank of Jordan, and use any other public information available to verify the identity and eligibility of the Customer to open an Account. In case the Customer is applying for a current Account or credit facilities, the Bank may use the details of the Customer's credit transactions history at the Bank and/or other credit bureau companies licensed by the Central Bank of Jordan per the applied regulations. The Bank shall also be entitled to the purposes of providing financial or banking services to its Customers to deploy servers or electronic applications and/or resort to technical or technological assistance through the Bank's head office - Jordan, its branches, its affiliated or subsidiaries, or through the Bank's contract with other parties, whether within or outside Jordan. Accordingly, the Customer agrees in advance and authorises the Bank to send his financial and non-financial data, in any form, including the accessibility of those parties to the Bank's systems and data. This shall be without the Bank being considered in breach of any of its obligations towards the Customer, especially with regard to the protection of personal data. Consent to processing herein covers the following operations: performing any logical or arithmetic operation or operations on personal data, whether electronic or otherwise, which are specifically aimed at collecting, accessing, recording, copying, saving, storing, organizing, or filtering, exploiting, using, send, distribute, publish, link to other data, assign, transfer, transmit or display in any way, anonymize, encode or destroy.

3. The Customer agrees that the Bank shall be entitled to access the Customer's data via application programming interfaces (APIs) available through the government interconnection system.
4. The Customer acknowledges that by using the Service and linking their mobile phone number their account, all their information (including the name of the bank/service provider, IBAN number, and the account number of the transfer) will be displayed to the remittance originator only upon the completion of the transfer process. The Customer agrees to display his full name upon initiating the transfer process, whether the transfer is initiated using his mobile phone number or his nickname (Alias).

## **C. Tax Regulations & Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standards (CRS)**

1. The Customer acknowledges that he is solely responsible for understanding and complying with his tax obligations in all jurisdictions in which those obligations arise in relation to the opening and use of the Account with the Bank.
2. The Customer acknowledges that the Bank will fully implement the requirements of the foreign Account tax compliance law at the commencement of dealing and during the period of the relationship with the Customer. The Bank will not open an Account or continue the relationship with Customers who are not committed to provide necessary documents and information to provide their tax status and/or country(s) of residence for taxing payment purposes.
3. The Customer undertakes that he is solely responsible for providing the Bank with up-to-date information regarding any change in its information that may impact his obligations under the Foreign Account Tax Compliance Act. The Customer also agrees to indemnify the Bank against any failure or non-compliance with FATCA requirements and countries bound by the Common Reporting Laws.

## **D. The Special Conditions for Opening Saving Accounts**

1. The withdrawals from the Account shall be made by the Customer directly or through a power of attorney that includes authorising the attorney to withdraw from the Account in particular, or to withdraw from the Customer's Accounts in general, or through using Cards or any means provided by the Bank and within limits prescribed by the Bank for the value of withdrawals. The Customer shall not have the right to issue cheques on this Account.
2. Credit interest shall be calculated on the minimum monthly balance and will be added to the Account on the dates to be determined by agreement with the Bank, taking into consideration that the Bank will not calculate interest if the balance was less than the determined limit for the saving Accounts.
3. It is permissible to deposit in the Account within limits set by the Bank for deposits in cash or through commercial papers or incoming Transfers.
4. The Customer must check the accuracy of the amounts deposited, withdrawn or transactions that take place before signing any withdrawal or deposit document, and the Bank shall not be considered liable for any claim of an error or differences
5. In case of closing the Account prior to the dates of adding credit interests, the interest shall be calculated on the basis of the lowest balance during the end of the month preceding the closing.
6. If the savings Account is in a foreign currency, it shall be subject to the above conditions to the extent that they do not contradict the following conditions:
  - A. Interest shall be calculated on the lowest monthly balance and is added to the Account balance on dates to be determined according to the policies and procedures of the Bank.
  - B. The Customer may withdraw with the Bank's consent, from the Account in the local currency against debiting the value from the Account in the prevailing purchase price for currency exchange.

## **E. The Special Conditions for Opening Basic Bank Accounts (Ahlan Account)**

1. The Bank may open a basic Bank Account for the Customer; Subject to the Bank's sole discretion with special terms and privileges targeting the individuals as CBJ instructions number 01/2019 who are legally competent to deal with banks and do not have any bank Accounts at any of the operating banks in Jordan.
2. The Customer acknowledges that a basic bank Account will be Jordanian dinars and without a minimum and a limit of 700 Jordanian Dinars.
3. The Customer should provide the Bank with a declaration that the Customer do not have any bank Accounts at any of the operating banks in Jordan, and an undertaking to inform the Bank in case of opening an Account other than the basic Account at any other bank.

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4. The Bank is entitled to close the basic Account in the following cases:
  - A. The Customer provides the Bank with false or misleading information.
  - B. The existence of another bank Account for the Customer either before or after opening the basic Account.
  - C. The Customer did not comply with the terms and conditions of the Account.
  - D. If there is no withdrawal or deposit on the account and the balance of the Customer's Account is zero and the Customer cannot be reached within a period of more than 6 months.
  - E. Using the Account for commercial purposes or exchange transactions.
  - F. Non-observance by the Customer of the provisions of the law, the banking custom, and the principle of good faith in dealing.
  - G. The client refused to provide the Bank with any information or documents he requested.
  - H. The inclusion of the Customer's name within the international, regional, or local regulations of persons prohibited to deal with.
  - I. The Customer writes a Bank Transfer request without providing a return for it.
  - J. The client performs any fictitious operations.
5. In the event that there are other bank Accounts or transactions for the Customer, the Bank is entitled to charge the Customer for all commissions and fees from which the Customer was previously exempted, provided that the Bank notifies the Customer.
6. In case the Customer receives frequent Transfers for more than six months leading to exceeding the set limit, the Bank has the right to change the basic Account into a normal Account.

## **F. The Special Conditions of Opening Accounts for Non-Residents**

1. The Customer acknowledges that he has been briefed with the laws and regulations in effect in the Hashemite the Kingdom of Jordan which govern the procedures of dealing with the Accounts of Non-Residents and acknowledges that he has been briefed with the conditions of feeding these Accounts and the terms of withdrawal and Transfer from such Accounts according to such laws, regulations and instructions, and undertakes to abide by them and by any amendments thereof.
2. The Bank shall have the right to change the nature and type of the Accounts from a Non-Resident Account to a resident Account without referring to the Customer in the cases and dates that the Customer is no longer qualified as a Non-Resident according to the provisions of the laws, regulations and instructions in force in the Hashemite Kingdom of Jordan and their amendments, and/or in the case of the expiration of the Customer's residency outside the Hashemite Kingdom of Jordan or the Customer's failure to provide proof of his continued residency outside the Hashemite Kingdom of Jordan during the statutory period provided for under these laws, regulations and instructions.

## **G. The Special Conditions for Opening Accounts Residents in Foreign Currency**

The Customer acknowledges that he has been briefed with the laws and regulations in effect in the Hashemite the Kingdom of Jordan that govern dealing with Accounts of residents in foreign currency and acknowledges that he has been briefed with the conditions of feeding these Accounts and the terms of withdrawal and Transfer from such Accounts according to such laws, regulations and instructions, and undertakes to abide by them and by any amendments thereof.

## **H. The Special Conditions for Opening Current Accounts**

1. Subject to the Bank's discretion to open a Current Account. The Bank may issue a cheque book to the Customer to enable him to operate his current Account.
2. The withdrawal or Transfer from the Account may be either directly (on the counter) or by cheques or eligible payment orders accepted by the Bank or the Bank Cards or electronic banking services, or any other means provided by the Bank.
3. The Customer undertakes not to draw cheques except on the cheque's forms issued by the Bank and acknowledges that he was informed that the Bank would not accept to cash any cheques drawn thereon unless drawn on the form issued by the Bank for this purpose. The Customer also authorises the Bank to debit the chequebook fees to its Account.
4. The Bank shall have the right to close the Account in the event of repeated withdrawal of cheques by the Customer on his Account without having sufficient funds and/or for other reasons as determined by the Bank together with applying the instructions of the Bounced cheques Unit issued by the Central Bank in the event of the return of any cheques without being cashed.



5. The Customer may request an overdraft facility or increase the current overdraft facility, and the Bank shall have the ultimate discretion for approval or rejection. In case the Customer requests overdraft facilities, the Customer authorises the Bank to debit his Account with fees and interest outlined in the tariffs and fees schedule applied by the Bank. And the Bank may continue to charge interest until the repayment of the credit balance. The Bank will calculate interest on the Customer's outstanding balance daily, which will be deducted from the Customer's Account. The debit interest shall be added to the Account at the end of each month if the Account becomes overdrawn.
6. The Customer authorises the Bank according to the Bank's discretion to pay any withdrawals made by the Customer in the form of cheques or Transfers or payment orders in case of having no sufficient funds to cover the value thereof in the Customer's current Account through the guarantee of the other Customer deposits at the Bank.

## I. The Special Conditions for Call Accounts

The Bank may open a call Account for the Customer, Subject to the Bank's sole discretion and minimum balance requirement. The Customer will be entitled to earn interest on the Account per the interest rate determined by the Bank. The Customer acknowledges that the interest payable on Call Accounts shall be subject to change with notification to Customer.

## J. The Special Conditions for Term Deposit Accounts

1. Each Term Deposit Account shall be subject to the minimum balance requirements in effect at the Bank. The Customer shall not be entitled to maintain a Term Deposit Account unless they concurrently hold a Current Account or a Savings Account with the Bank.
2. The Customer shall notify the Bank in writing at least five (5) business days prior to the deposit maturity date in the event of his unwillingness to renew the deposit linkage or modifying the terms or value thereof.
3. The deposit tenor shall be calculated from the date the Term Deposit Account is opened with the Bank until its maturity date. Interest shall accrue based on the actual daily balance of the deposit, in accordance with the agreed-upon tenor and at the rate specified in the Term Deposit Form. Interest shall be payable on the maturity date, which is the date on which the funds become available to the Customer upon the deposit's maturity. Interest for the full deposit tenor shall be paid at the end of the term deposit tenor or the agreed renewal tenor. No interest shall be paid on any amounts withdrawn and/or transferred from the account as of the date of such withdrawal and/or transfer.
4. In case the Customer does not provide the Bank with prior instructions on how to handle the balance of the Deposit Account upon its maturity, the Bank shall have the right to renew the deposit thereof for another similar term at the prevailing interest rate and, will notify the Customer by any available communication means.
5. In case of any additional deposits made during the tenor of the Term Deposit, the Bank may either accept such deposits into the original Term Deposit Account, and the interest will be calculated on the additional amounts from the actual deposit date for a period not exceeding the duration of the original deposit, or the Bank may open a separate sub-deposit account for the additional deposits, applying the prevailing interest rate at the time when the additional deposits are received.
6. The Customer shall not be entitled to withdraw any amount before the maturity date except with the Bank prior written approval. Any authorization or power of attorney issued by the Customer and submitted to the Bank at any time, which includes expressions allowing withdrawals from accounts and receipt of deposits, shall be deemed sufficient for the attorney in fact or authorized representative to break the deposit. Such authorization shall also constitute a delegation for the attorney in fact or authorized representative to acknowledge the correctness of the account balance.
7. In case of the Bank approves the Customer's request to withdraw the deposit in whole or in part, prior to maturity, an interest shall be calculated according to the instruction of the Central Bank of Jordan, and as announced in the Bank's schedule of fees and commissions, which is made available at the Bank's branches, offices, and website, provided that the Customer shall not lose any amount out of the locked deposit.
8. In case the Bank approves the Customer's request to partially withdraw the deposit, prior to maturity, and unless the Customer requires otherwise, the bank has the right to renew the remaining deposit amount as a new deposit for a similar term at the prevailing interest announced at that time at the Bank's branches, offices, and website on the maturity date, provided that a notice to be served by the Bank to the Customer by any of the available communication means.
9. In case the customer desires to deposit through incoming transfers, the transfer must contain the Term Deposit Account Number.
10. The Customer must notify the Bank in writing in the event of his desire to link any amount that he may deposit in the current or the savings Account.



11. Once a deposit is linked to a specific tenor, no withdrawals and/or transfers can be made from the account prior to its maturity date. If a withdrawal and/or transfer occurs from the Term Deposit Account before maturity, the applicable penalties and fees will be charged in accordance with the Bank's instructions, as well as the laws and regulations in force in the Hashemite Kingdom of Jordan, including any amendments thereto, as published by the Bank on its website and at its branches.
12. Interest on the deposit shall continue to accrue as stipulated in the agreement signed with the Customer, notwithstanding any precautionary attachment order issued by a competent authority and/or the Customer's death, unless otherwise directed by the competent authority.
13. The Bank may classify the account as dormant if no transactions have been made on the Term Deposit Account for a period of three (3) years, in accordance with the instructions of the Central Bank.
14. These terms and conditions shall be governed by the applicable laws, regulations, and instructions in force in the Hashemite Kingdom of Jordan, including any amendments thereto.
15. In the event of any dispute between the Bank and the account holder, the courts of Central Amman (Palace of Justice) shall have jurisdiction to settle such disputes.

## **K. The Special Conditions for Opening Minors' /Champions Accounts**

1. These terms and conditions are only applicable to accounts opened for the benefit of minors. Furthermore, the terms and conditions of retail transactions apply to the account, as long as they do not conflict with these exclusive provisions. The bank has the right to award prizes on savings deposit accounts according to conditions set by the Bank for one time on the account, with a value approved by the Central Bank of Jordan. The Bank shall have the right at any time to cancel the prizes unilaterally and without giving reasons. Prizes are awarded to savings deposit accounts in Jordanian dinars only.
2. The customer acknowledges that the account has been designated or named for the minor's name who has no rights to the deposited balances or any funds to be deposited into the account until they reach the age of 18 years old, the account holder has no claim against the bank for any amounts deposited or withdrawn.
3. The customer is aware that he can activate the account as a personal account in his name, in his own direction for the withdrawal and deposit process and including cards and services as the bank has no obligation to verify or monitor the adult's use of the client's allocated balance for the minor.
4. The customer is aware and acknowledges that if the holder of the account passes away before the minor reaching the age of (18 years old) which is the age of maturity, then the funds in the account will be transferred to the legal heirs of the holder according to the bank's procedures. In addition, in case of a judicial seizure on the account holder, the bank will place hold on the account.
5. The customer acknowledges that the balance will be transferred to the minor once he reaches maturity age in case the account holder does not withdraw the funds for the benefit of the minor, later, he will open an account to transfer the balance to their new account.
6. The customer declares that the information and documents, including those of the minor, are complete and accurate. The bank has the right to close the account without giving any notice, in case of breaching the same.

## **L. The Special Conditions for Opening Joint Accounts**

1. The joint Accounts shall be subject to general conditions of the Accounts and the special conditions of the Account type adopted by the Bank in addition to the written agreement conditions reached between the Bank and the Account holders, to the extent that they do not contradict with the following conditions in this section
2. The Account shall be opened by the Account holders jointly or by their attorney or by the attorney of any of them under a power of attorney that contains authorising the attorney to open a joint Account. The joint Account holders' shares shall be equal unless agreed otherwise in writing.
3. If the Account holders choose to sign on the Account individually, any of the Account holders shall have full authority to act with the Account and any sub-Accounts completely and to obtain the banking services and electronic Cards offered by the Bank according to the conditions set out to each of them or to request chequebooks, issuance and endorsement and deposit thereof in the Account.
4. Any amount deposited upon opening the Account or deposited after that in the Account shall be for the Account holders' benefit and shall remain their property jointly as joint Account holders.

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5. The Bank at its discretion, in the absence of instructions otherwise, may deposit in the Account any money belonging to the Account holders (including the outcome of any loans and/or discounts that may be conducted by the Bank to the benefit of the Account holders) which are in possession of the Bank at any time. The Bank shall also be entitled to accept or refuse to deposit checks in the name of any of the joint Account holders in the joint Accounts, and the Customer acknowledges the right of any of the joint Account holders to dispose of any amount deposited in the joint Account.
6. Each of the Account holder(s) delegates and authorises the Bank under these terms with the right to endorse all or any of the cheques or bills of exchange or other instruments related to payment of money to them or to any of them for depositing in the Account. In case the Bank receives any instrument/instruments not endorsed as mentioned above, the Account holders delegate the Bank to endorse same and to deposit to the Account on their behalf and at their own risk.
7. Account holders agree that the Bank is entitled at any time and at its discretion and without any notice to any of the Account holders, to stick to the right of pledging and/or attaching the Account balance, and to allocate this balance or any part of it to pay any amounts due or undue to the Bank by the Account holders or any of them, and set-off between the value of the debt and the corresponding value from the Account balance. As the Account holders shall be committed, jointly and severally, to pay the balance with the accrued interests, commissions and Expenses on the higher limit of the prevailing rates on loans and facilities, and the Bank shall have the right of recourse to all Account holders or any of them.
8. The credit balance available in the Account is subject in whole or in part and at any time for withdrawal or Transfer or any other disposition by a bill of exchange or any written request document (as applicable) by the authorised signatory of the Account holders, without bearing any responsibility or obligation by the Bank towards anyone as a result of the use or disposition of those funds that have been withdrawn or transferred in any manner.
9. Joint Account holders shall be bound to notify the Bank in writing in the event of the death or incapacity of one of them. They shall be jointly and severally liable for any transactions that take place after the death or incapacity. The Account holders shall be jointly and severally liable towards the Bank for any obligation that may result on the joint Account or any of its sub-Accounts. The Bank shall have the right to take any legal action against the joint Account Holders or any of them.
10. In the event of the death of any of the Account holders, the Bank may continue from time to time to work under the powers of attorney and authorisations granted to him under these conditions until receipt of a written notice of the death from and/or on behalf of one of the Account holders. When the Bank receives such written notice, the Account balance shall become equally owned by the living partners and the heirs of the deceased partner, unless there is an agreement between the Bank and the Account holders on other percentages, wherein such case the Bank can dispose of the balance on this basis, and the Bank shall not be held responsible in any way for any withdrawals or Transfers or actions of whatever kind that are to be made to the Account by the authorised signatory of the Account holders between the date of death and the date of the Bank's receipt of the written notice of death.
11. The Bank shall have the right, without the need for serving any warning or notification, to close the joint Account, which shall be divided into multiple and independent Account s/each in the name of one of the Account holders. The balance shall be distributed equally or in the percentage agreed upon by the joint Account holders, unless there is an agreement to the contrary, in the following cases, and as of the date that the Bank receives a written notice or communication and /or an official document proves the occurrence of any of:
  - A. The death of one of the Account holders.
  - B. The existence of a dispute between the Account holders or some of them. It is assumed that a dispute exists, in case of (objection by any of the Account holders to any of the actions of any of the partners or his request to stop or freeze the Account or to modify its conditions without the consent of the remaining Account holders or the placing attachment on the funds of one of the Account holders.
  - C. Bankruptcy of one of the Account holders and the freezing of his balance
  - D. Stopping one of the account holders or restricting his eligibility and freezing his balance, Placing one of the Account holders under guardianship or restricting his eligibility and freezing his Account.
12. The amendment of the signing powers on the Account shall be made by the Account holders jointly or by their delegated attorney by a power of attorney or authorisation that includes such powers; any other amendments may be accepted from any of the Account holders if the Account conditions allow them to dispose of the Account individually.

## M. Inactive Accounts / Dormant Accounts

1. The Bank shall have the right to deem the Account inactive in the case of a lapse of one Year for current Account, on-demand Account and basic bank Account, and two years for savings Accounts and the term of three years for the term deposit Accounts, with the inability to infer the presence of the Account holder through his other dealing with the Bank, and the Bank could not reach the Customer after using all means of communication, and without any transactions made by the Customer on the Account, taking into consideration that:
  - A. Deduction of periodic instalments in payment of the facilities granted to the Customer from his credit Accounts, Inward Transfer including salary transfer doesn't considered withdrawals that keep the account active.
  - B. The Bank's Commissions and Interests or the credit transactions on the inactive Accounts or cashing cheques drawn on the Customer's Account shall not be considered a reason to make an Account active, with the exception of any action made by the Customer personally or by his representative through a power of attorney or a certified authorisation for the purpose of reactivating the Account or to withdraw the balance.
  - C. The Bank may offset between the inactive Accounts and any debited Account or outstanding obligations on the Accounts' holders, and the Bank shall suspend ATM Cards and debit and credit cards belonging to the Account.
2. The calculation of interest or profit on the inactive Accounts shall continue according to the contract in force on the date of considering the Account inactive.
3. Sending periodical Account Statements and notices to the holders of inactive Accounts will continue.
4. The Bank has the right to take all due diligence measures in accordance with the instructions for combating money laundering and terrorist financing in the event of depositing in a dormant Account (by a non-account holder or his representative under a legal agency or an approved authorisation) while continuing to consider the Account dormant.
5. It is not allowed to accept any withdrawal or Transfer from the dormant Account except in the presence of the Customer in person or his representative under a legal power of attorney or an authorisation approved by the Bank or the presence of the authorised signatory in the case of a legal entity.

## N. Account Closure

1. The Bank shall have the right at its sole discretion to close any of the Customer's Accounts at any time and without any liability in cases where it appears to the Bank that the Customer has violated any of the dealing conditions or the Banking customs, and did not take into Account in his dealing the law and the principle of good faith in dealing or issued commercial papers or Bank drafts or pay orders without charge or conducted facade operations or did not provide documents required by the Bank or for any other reasons estimated by the Bank, The data and information obtained from the client within the framework of the contractual relationship are subject to the confidentiality provisions set forth as stipulated in the applicable Banking Law.
2. The Bank shall also have the right, according to its internal policy, to close any of the Customer's Accounts in the case of a lapse of the required period without making any transactions to it, and the Accounts did not have any debit or credit balances, and the Bank's rejection to accept any deposits or Transfers received to the Customer's Account after the closing thereof shall not impose any responsibility on the Bank.
3. In case the Bank closes the Customer's Account (s) by itself, upon the Customer's request, upon expiration of the validity of using any of the Cards or means delivered to the Customer, the Customer's desire to stop the service or when the Bank decides to cancel the service, the Customer shall be obliged to return any Cards, chequebooks or any means delivered to him by the Bank.

## O. Special Terms for Chequebooks Issuance

1. Issuing chequebooks in the name of the Customer is subject to the ultimate discretion of the Bank without any responsibility. Should the Bank agree to issue the chequebooks, the Customer should visit the Bank's branch that it deals with to receive the chequebooks unless it is agreed between both parties to receive the chequebooks by mail.
2. The Customer shall bear any responsibility that may result from misusing any of the cheque papers drawn on the Account. The Customer also undertakes to safeguard chequebooks and to return the unused cheques to the Bank in case of closing its Account for any reason.
3. The Customer hereby holds the Bank harmless from any liability arising from any misuse of the cheques, whether by fraud, forgery or otherwise, or in case they are lost or stolen. If any such cases occur, the Customer shall notify the Bank promptly without any responsibility or liability on the Bank.
4. The Customer authorises the Bank to inquire about any returned cheques of the Customer from the "Returned Cheque Unit" at the Central Bank of Jordan.

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5. The Customer is aware that the Bank is not obliged to cash any cheques drawn by him if that makes the Account overdrawn. The Bank is also entitled to deduct and/or charge payable commissions for each returned cheque from the Account.
6. The Customer acknowledges that the commission for returned cheques without, or insufficient funds is 20 Jordanian Dinars for one time only for the same cheque no matter how many times the cheque is presented.
7. The Customer confirms his full consent and entire responsibility and without any reservation from his side, and without any liability on the Bank, the application of the provisions of the bounced cheques unit instructions of the Central Bank of Jordan in the event of a return of any of the cheques drawn by the Customer at the Bank as a result of the non-existence of insufficient balance and/or for any other reason. The Customer also acknowledges that he relieves the Bank from any liability or commitment to any party whatsoever in case the inclusion of the Customer's name on the Customer lists of returning cheques (defaulters to pay) at bounced cheques unit at the Central Bank of Jordan according to the provisions of the bounced cheques unit instructions in case violating these instructions by the Customer.
8. The cheques drawn on the Account are valid for cashing during the determined legal period for presenting the cheque for settlement according to the laws, regulations, and instructions in force in the Hashemite Kingdom of Jordan.
9. If the Customer issues a check in a manner that prevents its payment, such as causing a difference in signature, or if the check cannot be cashed for any other technical reason, the Bank will ensure that there is a balance to cover the value of the check. If there is not enough balance, the check will be treated as a bounced check and subject to Returned Check Unit instructions.
10. It is prohibited to issue chequebooks to Customers whose names are included in the list of the returned check unit.
11. The Bank may refuse to accept any cheque for collection drawn in favour of third parties, contrary to the Bank's records, provisions of Jordanian law and/or any Central Bank regulations.
12. The Customer acknowledges that instructions for stopping any cheque payment shall not be accepted unless according to the applicable laws. In the event of loss or theft of the Customer's cheques, or in case the Customer believes that somebody has signed one of the cheques without permission from the Customer. The Customer should notify the Bank immediately in a written letter to stop the cheque payment; the Customer shall bear any losses or damage arising thereof if the Bank pays the cheque amount.
13. The Customer acknowledges that he is fully aware that the Bank may at its discretion, destroy any cheques or any other documents relating to the Account after being photographed by microfilm (electronic archiving system with the Bank) and according to the applicable policies and procedures of the Bank and the banking customs applied.

## **P. General Conditions Related to Bank Services**

1. The Account holder acknowledges and is fully aware that the usage of the service or services by him and/or by the authorised person is a confession "by the Account holder" of an acceptance and adherence to following all of the term's clauses stipulated hereunder, and as may be amended from time to time. The Account holder also acknowledges that the Bank reserves the right as it deems appropriate and at any time to amend the list of banking services as the Bank sees appropriate at any time and upon any available communication methods.
2. The Customer is solely responsible for using the banking services provided by the Bank and shall be responsible for his devices' compatibility, programs, and communications to access the Service and perform transactions. Besides, the Customer is responsible for maintaining their equipment and furnishing it with adequate security and protection programs, including updating these programs.
3. The Customer recognizes that despite the Bank's usage of all the possible means of protection, the Bank shall not be considered liable for any damage that might be caused to the Customer as a result of and/or other caused by any risks of using the services and/or the conduct of transactions and/or the opening up of public telecommunications networks of Internet network and/or any other parties practising these businesses or any of the acts of piracy on the Internet networks and international telecommunication networks and any risks resulted, and the Customer hereby accepts and undertakes to bear such risks, as an inherent characteristic of these Transactions. The Bank shall be under no obligation to check the authenticity of the Customer instructions or the authority of the person giving them.
4. The Customer acknowledges the bank's right to refuse, and, for any reason, any Request Form provided by any user to subscribe to any service. The Bank shall not be held responsible for any interruption and/or disruption of the Service or part of the service and/or any errors in the information abstracted from the Service for any reason including in particular any suspension due to maintenance or upgrade or defect to the Bank's system or those at any part the Bank uses to provide the service. The Bank reserves the right at its sole discretion to cancel and/or discontinue and/or deny access to the service at any time and for any duration upon written notification and without assigning any reason; under which the Customer has no right to object any or all of the actions mentioned above nor has the right to claim any demand from the Bank for any reason.

5. The Bank reserves the right to reject/delay any Transfer/payment order without prior/post notice and without bearing any kind of responsibility, such as but not limited to:
  - A. There is insufficient fund in the Account to cover the transferred amount and other related fees and charges, or the Account is overdrawn, frozen, sequestered, or if the Card was denied or suspended.
  - B. Exceeding the maximum number of Transfers allowed or the Transfer limit.
  - C. The need to perform due diligence by the Bank for some Transfers.
  - D. Incorrect or incomplete information.
  - E. If it had any suspicions as to the legitimacy of the instructions or transactions performed by the Customer for objective safety reasons or/and demonstrating illegal behaviour.
  - F. violation of the Bank policies or law of regulation.
6. The Transfer/payment order transaction will be executed automatically on the date requested by the Customer if the transaction is for an Account open with any of the Bank's branches in Jordan and after a certain number of days determined by Bank's internal instructions if the transaction is for an Account within the Bank's branches outside Jordan, or any other bank in Jordan and/or abroad, in all events, the requested amount will be debited to the Customer's Account along with all charges, commissions Expenses and others on the day of the transaction execution request. In case of termination/cancellation of the Customer's enrolment in the service, all transactions requested and not executed will remain executable on the business day designated by the Customer, whenever there are no reasons at that time to deny executing these transactions.
7. If the Customer discovers that the Bank did not execute any requested transaction, the Customer has to inform the Bank in a written notification signed by the Account holder/authorised within three working days of the date of that transaction. The Bank will review the case and inform the Customer as soon as possible. The Customer is solely responsible for any damage/loss to the Customer and/or Bank and/or the entity executing this transaction. The Customer will release the Bank from any responsibility.
8. In the event that the Customer requests his Bank to cancel or modify any of the Customer's instructions for whatever reason, the Bank will make all reasonable efforts to comply with the Customer's request. However, the Bank shall not be liable for any failure to cancel or modify the Customer's instruction if such a request is received under circumstances that render the Bank unable to comply with the Customer's request.
9. The Customer must change the secret code at the first use. The Customer is solely responsible for protecting his Customer ID, secret code, passwords, or other data, allowing the Customer to use the banking services. The Customer is obliged to keep the Customer ID and secret code separately in a safe place. The Customer has to be cautious upon using the service by any public computers.
10. The Customer shall contact the Bank immediately in case there are any transactions that s/he did not perform, or any suspicion of any fraudulent activity or losing or forgetting the Customer ID, secret code, passwords and/or any doubts of them being disclosed or any other actual or potential security breach relating to the Customer's Account. Noting that such notice will not release the Customer from the responsibility of any Transaction made/ will be made; the Customer shall remain responsible for all transactions until the Bank is able to stop the service as based on the written notification received from the Customer.
11. The Customer understands that his use of the banking services provided by the Bank requires him to enter confidential numbers and information through telecommunication networks using any of the means of communications prepared to provide this service. And that any transaction that is executed using the Customer's code and his secret code, is considered to be carried out by the Customer and/or at his request.
12. The Customer acknowledges that the service is temporarily put on hold when entering the wrong password and/or secret code three consecutive times. The Customer has to check with the Bank or call the customer call centre to reactivate the service.
13. The Customer recognizes that the Bank shall not be liable for any direct or indirect loss caused to the Customer resulting from the devices and/ or electronic information or communication systems for any reason whatsoever. The Customer is responsible for all transactions executed using his Customer ID, secret code, or password, whether disclosed on purpose or by coincidence or for any other reason. Accordingly, the Customer waives his right to object to any transaction executed through the use of the service whether it was verbally made by telephone or through any other electronic means as long as the instructions contain the Pin Number and/or secret code and/or password.

14. The Customer agrees that the Bank is released from any and all liabilities arising from:
  - A. the Bank's actions or omissions in connection with providing the Services, if such actions or omissions are in accordance with Customer's instructions or the terms.
  - B. any transmission or instruction, whether or not authorised, acted upon by Bank in good faith. The Customer shall also indemnify, defend, and hold harmless the Bank from and against any and all claims, costs, losses, damages, judgments, penalties and Expenses of whatever nature which the Bank may incur or sustain (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:
    1. any actual or alleged breach of obligations set forth in these Terms and Conditions.
    2. Customer's wrongful or improper use of the service, including willful misconduct or fraud.
    3. Customer's violation of any third-party right.
    4. Customer's violation of any law or regulation.
15. The Customer shall be responsible for all transactions and the Statement of the Account executed through the use of the services, including all internet, phone and mobile charges, as well as fees, costs and Expenses arising from the use of the service on any of the Customer's Account with the Bank, and the payment of any amount due to the Bank resulting from such use, and/or cancel any request through it. The Bank reserves the right, as it deems appropriate and at any time, to apply any fees for this service and/or apply any commissions on all transactions/ banking services available by using the service upon written notification, and the Customer does not have the right to object to any of these changes. Accepting enrolment in this service is an approval of any change and/or amendment done.
16. The Customer confirms not owning the royalty of any copyright for any of the programs and/or equipment and/or documents provided by the Bank or that is updated and/or upgraded/renewed by the Bank, and agrees not to get involved personally and/or in cooperation with others directly and/or indirectly in supporting/facilitating and/or providing devices/appliances/software for any party for the purpose of copying and/or amending any of the software and/or documents and/or devices provided by the Bank and/or being updated and/or upgraded and/or modified in the field of online banking services.
17. In the case of a joint Account, the Account holders shall be (severally and jointly) liable for any obligations and/or expenses and/or fees and/or charges related to the service or any other banking service to the Customer Account or using the service by any of the partners and/or authorised.
18. All banking transactions executed by the Customer using the Bank's electronic banking service are subject to the provisions of the electronic transaction law and any amendments to it in addition to any other applicable law in the Hashemite Kingdom of Jordan and the Central Bank Regulations.

## **Q. The Terms of Online Banking Services, Mobile Banking Services, and Short Messages Service (SMS)**

1. The Bank offers the Customer online and mobile banking services, which allows the Customer to make the transaction and manage his Account, including reviewing Account Statements, transferring funds, and paying bills through the eFAWATEERcom portal. The Customer will be instructed to enter his details, then and a one-time password ("OTP") will be sent by the Bank to the Customer's mobile phone number, which will constitute sufficient confirmation of the Customer's identity, then the Customer will be prompted to create a Customer ID and a password for the internet and mobile banking. However, the Bank shall be entitled to adopt any other mechanism such as biometric authentication (including fingerprint / face ID authentication as well as a digital signature to authenticate the transaction. If the Customer would like to opt-out of any of the services, the Customer should notify the Bank in writing.
2. Customer will be automatically registered for SMS alerts, allowing the Customer to receive SMS alerts related to the transaction on the Account, such as withdrawals, deposits, etc.
3. The Customer bears the responsibility for modifying his mobile phone number through the internet / Mobile banking without any responsibility on the part of the Bank and its employees.



## R. Internet and Mail Purchases

1. The Bank offers the Customer the banking services, which allows the Customer to make the transaction to activate and specify their internet shopping and mail-order transaction limit and readjust it at any time.
2. The Customer agrees that this service is provided to the Customer upon his request, and full responsibility for all the risk that might be caused by setting the limits for internet and mail-order purchases. The Customer also declares that activating the service will allow him to conduct a transaction without providing Card details or Account Information or address or Card's Pin Number or one time password.
3. The Customer acknowledges that the maximum limit for the (monthly) internet and mail-order purchases will be the same as the credit card's limit that has been selected by the Customer and transactions will be processed according to the available limit.
4. The limit for both the internet purchase and mail order purchases is determined with the same value that the customer chooses on the scrolling indicator, whether through the internet banking service or via mobile banking. If the Customer wants to specify different limits for internet purchases and mail order purchases, s/he must visit the Bank or contact the call centre. If the Customer has-set a certain limit for internet purchases and a different one for mail order purchases, the range slider will display the limit with the higher amount. If the Customer wants to specify different limits for internet purchases and mail order purchases, s/he must visit the Bank or contact the call centre.
5. The Customer acknowledges that setting the limits for internet purchases through the AJIB application or AJIB Internet banking will set the limits for both internet purchases and mail order purchases.
6. The Bank reserves the right, without prior notice to the Customer, to activate, cancel or modify the limits related to the purchasing service or Postal Services.
7. If the Bank attempts to verify authorisation and for any reason is not satisfied that the instruction was issued by an authorised person, the Bank may refuse to execute the instructions. In so refusing, the Bank shall not incur any liability whatsoever.

## S. Notification of Instructions via Fax, Telephone and Email

1. The Bank may offer the Customer a banking service which allows the Customer to send the instruction to the Bank via fax, telephone and email. The Customer is also aware that this service cannot be claimed as a matter of right by any customer, and the same is provided at the Bank's sole discretion. The Bank also reserves the right to refuse/withdraw the service without assigning any reason.
2. The Customer should provide the Bank with a declaration that any banking transaction executed pursuant to instructions provided to the Bank, using any of the mentioned communications means shall be considered conclusive and binding evidence, and that the Customer shall have no right to contest them.
3. By choosing email as a means of communication with the bank, the Customer agrees to receive email messages by the Bank and confirm receipt of all email sent by the Bank. The Customer approves the following:
  - A. Any email message received from the Bank (and appear to be sent by the Customer) is considered an official email message by the Customer, and the Customer has no right to object and/or cancel and/or appeal.
  - B. Any email message sent by the Bank to the Customer is considered received and approved in terms of content and/or any obligations.
4. The Customer authorises the Bank to:
  - A. Execute all instructions and reply to any clarification from the Customer through this service.
  - B. debit any of my Accounts with the Bank, with all charges, fees and Expenses related to electronic banking service provided by the Bank.
  - C. Send all notices and communications related to this service to the Customer by email or any other electronic way. The Customer acknowledges he has taken all necessary security measures to ensure the received emails' secrecy and is responsible for any result.
  - D. All calls, instructions and requests by the Customer are recorded by any communication devices and/or recordings. The Customer acknowledges approval of using these recordings as evidence of their content.
5. The Customer cannot cancel or amend an instruction after it has been received by the Bank. However, in the event of cancellation of instruction already made, the Bank will attempt to act on a cancellation or change request using whatever steps it deems reasonable to accomplish the same. The Bank shall have no liability if the cancellation or change is not affected.



6. The Bank has the right to stop executing the customer's instructions received by fax, telephone, or mail in the event that the Customer does not provide the Bank with the original instruction letter for each previously executed transaction within the period approved by the Bank, if there is an insufficient balance to implement the instructions, or if the Customer's Account has become frozen or closed .
7. The Bank is not obligated to accept or execute any instruction. Notice of rejection will be given to you by fax, telephone, or email.

## **T. Debit Card Special Terms and Conditions**

1. Subject to the Bank's sole discretion, the Bank may issue a Debit Card to the Customer based on the amount available on the Customer's Account. The Customer may personally collect the Debit Card from the Bank's branch. The Customer may also authorise the Bank to deliver the Debit Card to him by such means as may be available by the Bank. The Customer agrees to bear the risks arising from the Debit Card's delivery. The Bank shall not be liable for any loss and damage not caused by the Bank's negligence, and the Customer agrees to indemnify the Bank from such loss and damage.
2. The Customer acknowledges that this Card can be used for the following purposes:
  - A. Cash withdrawals from the ATMs that accept the Card.
  - B. Buying goods and services from commercial places inside or outside Jordan using POS devices.
  - C. Balance inquiry, regular cash withdrawal, changing of Pin Number, Account to Account Transfer, short statement request, regular statement request, and chequebook request following the Bank's mechanism and any other services currently in place to be announced by the Bank later.
  - D. Purchasing goods and services through online websites.
3. The Customer shall be obliged to sign the Card upon receiving thereof and shall be obliged to return the receipt to the Bank signed by him. The signing of the application for issuing the Card is a confirmation of his commitment to commit to these terms and that he will maintain the Card and not disclose its PIN Number to any person whomsoever.
4. It is understood and agreed that the Use of the Card, whether inside Jordan or abroad, shall be subject to the following assumptions, conditions, and instructions:
  - A. All transactions must be approved by the Bank or any other entity authorised by the Bank on its behalf to give approval or rejection of the transaction.
  - B. All approved transactions are debited directly to the Customer's Account with the Bank.
  - C. Any commissions and/or fees determined by the Bank and/or Visa and/ or MasterCard company due to the Use of the Card either inside or outside Jordan should be debited from the Customer's Account(s).
5. The implementation of the transaction required by the Customer or Cardholder depends on the availability of sufficient balance in the Customer's Account / s with the Bank. The Bank shall be exempted from any liability in the event of refusal to implement the transaction despite the existence of sufficient balance in the Account / s of the Customer at the Bank if the reason for the rejection of the transaction falls outside the scope, ability and control of the Bank, especially in cases related to technical reasons, whether related to faults in ATMs, computers Network, communication lines or any other reason.
6. The Customer acknowledges that this Card is a Card of direct debit and immediate deduction from the Account and does not grant the holder any Banking facilities of any kind or name. The Use of the Card depends on the existence of sufficient balance in the Customer's main and subsidiary Account(s) depending on the Bank's systems
7. The Use of the Card shall be limited to the Customer or the Cardholder only and shall not be permitted to be used by others. The Customer shall undertake to use the Card only within the validity period fixed on the Card.
8. The Customer authorises the Bank to deduct the value of the transaction from the Customer's Account(s) kept with the Bank or any of its branches in Jordanian Dinar or the currency attached to the Cards regardless of the source of the transaction, whether inside Jordan or abroad, and whether the Card is used in Jordanian Dinar or any other foreign currency. In case of insufficient balance, the Customer authorises the Bank to deduct the transaction's value from the Customer's Account(s) kept with the Bank in foreign currencies. The exchange shall be made following the prevailing price at the date of Transfer.
9. The Customer authorises the Bank, in case of not deducting the value of the transaction made by the Main Card or any Supplementary Card, to reserve the value of the transaction in the Account.

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10. It is understood and agreed that any Account in the Customer's name at the Bank or any of its branches, whatever its kind or its balance, guarantees the withdrawals and transactions made by the Card. The Bank shall have the right to deduct from such Account (s) without prior notification or notice.
11. The Bank shall not be liable if the Card is not accepted by any natural or legal person (third party) either inside Jordan or abroad. The Bank shall not be held liable for any defect or deficiency in the goods and services received by the Customer. The Bank shall not be liable for any compensation, whatever the reason for the rejection.
12. The Customer shall be responsible for maintaining and keeping the Card (s) and PIN Numbers in safe places and separately and shall be liable for the consequences of the loss, theft, Use of the Card or disclosure of Card Information and PIN Numbers to a third party, without any responsibility, on the part of the Bank even if such disclosure is accidental or unauthorised. The Customer shall immediately report the loss or misuse of the Card through the telephone numbers mentioned on the guidance Card delivered to him/ her with the Card and by a written letter stating the circumstances of the loss or theft of the Card.
13. In the event of loss/theft of the Card, the Customer shall solely bear full responsibility for all transactions, actions and withdrawals made on the Card from the date of loss/theft until the moment of informing the Bank thereof.
14. In case of finding the Card, the Customer undertakes to notify the Bank in writing against the Bank's signature on receiving the notice of finding the Card. The Customer undertakes not to use the found Card until receiving instructions from the Bank for this purpose.
15. The Bank shall have the right to issue a new Card replacing the lost/ stolen/damaged Card, noting that the issuance of a replacement Card shall be subject to fees decided for the issuance of replacement cards. And the Customer shall pay the Bank Card issuing, renewal, replacement fees and any other fees as per the Bank's tariff and fees list, including any changes that may occur in the future, which is approved by the Central Bank of Jordan.
16. The Bank shall have the right, for security and judicial purposes, to inform the competent authorities, according to its discretion, of the Card's loss/theft and to provide them with transactions carried out by the Customer before the loss/theft of the Card and the transactions carried out on the Card after its loss/theft, and/or any other necessary information.
17. In case of the Customer's withdrawal from the ATM and there is a discrepancy between the amount withdrawn and the amount shown on the ATM's notice, the Customer shall inform the Bank immediately and within the next business day about the discrepancy; otherwise, the Customer shall not be entitled to claim any deficiency in the amount received by him, and he shall remain responsible for the excess (if any).
18. In the case of depositing or transferring from an Account to another Account or depositing to a third party's Account through an ATM, the Customer shall solely bear responsibility for any error that may arise from those transactions. The Customer authorises the Bank to conduct a deduction based on the actual amount deposited or transferred. Suppose it wasn't possible to deposit for the Account of third parties. In that case, the Customer authorises the Bank to deposit the amount to the depositor Customer's Account and notify him thereof.
19. The Customer shall preserve the Card and shall use it according to the conditions and instructions of the Bank and not pass its possession to others, and it shall be used by the Customer directly, and the Bank shall not assume any responsibility as a result of using it by others or disclosing its PIN Number to others, and the Customer shall be liable for all the transactions made by others, and such transactions shall be valid and authorised by the Customer personally.
20. It is understood and agreed upon that the Card shall remain the property of the Bank at all times and the Bank shall be entitled at any given time and according to its absolute discretion and without giving reasons, to do the following:
  - A. to instruct merchants or to cause the ATMs to retain the Card.
  - B. to cancel or suspend usage of a Card.
  - C. to request the Customer to return the Card and to re-deliver it to any of the Bank's branches.
21. The Customer shall be obliged to return the Card in the cases of, for example, but not limited to:
  - A. Card's expiry,
  - B. Closing of the Account.
  - C. The Customer's expression of his willingness to stop the use of Card service.
  - D. The Customer must return the Card at any time requested by the Bank and return the Card /Supplementary Card issued to him by the Bank (if any). Notwithstanding the expiry or cancellation, the Cardholder shall remain liable for any Liabilities incurred in respect of that Card up to the settlement of all dues.

22. The Bank shall not assume any liability resulting from:
- A. The negligence of the Customer in preserving his Card or disclosing the PIN Number to any third party, including the merchant, at the point of sale (POS) or leaving the money and not receiving the amounts withdrawn through ATMs after executing the withdrawal transaction and the Customer shall be held fully responsible for the non-completion of any transaction of withdrawal, deposit, purchase or any other transaction if such was resulted by the Customer personally.
  - B. The Customer is exceeding the daily/ weekly/ monthly limit specified by the Bank.
  - C. The lack of sufficient funds in the Customer's Account.
  - D. Stopping the Card by the Bank due to prior notice from the Customer of loss or theft in case the Customer did not notify the Bank in writing of the finding thereof.
  - E. The lack of sufficient cash in the ATMs.
  - F. The lack of updated data on the Account in the ATMs or the POS.
  - G. Inability to perform the requested transaction for reasons beyond the control of the Bank.
  - H. Disruption of the ATMs.
  - I. The freezing of the Account as a result of an order issued by a judicial authority or competent authority or any reason the Bank can see is appropriate.
23. If the Customer applied for issuing a Card (s) on his Account, the Bank might accept his application which shall be at the Customer's own responsibility and expense. The Customer shall bear the responsibility for the withdrawal of any funds through the Main Card or Supplementary cards from his Account or the amounts transferred from an Account to another or purchases made by the Card, or any Banking or business transactions of any kind, including balance inquiry and the Customer shall bear all Expenses resulting from the issuance and Use of the Card if any. The Customer shall be strictly liable for all consequences resulting from its loss, theft or use in violation of these terms and conditions.
24. All Supplementary Cards shall be treated in the same manner as a Card issued in the Customer's name and shall be subject to these conditions and any applicable Specific Conditions. The Supplementary Cardholder shall be obliged to comply with the terms for using the Card set out herein. The Bank also has the right at any time to cancel any Card issued to any Cardholder, upon the written request of the Principal Cardholder and the simultaneous return and delivery of the Card to the Bank.
25. The principal Cardholder shall be liable to the Bank for all transactions effected and/or liabilities incurred by the principal Cardholder and additional Cardholders through the use of their Card s. In contrast, an additional Cardholder shall be liable only for the transactions effected and the liabilities incurred by such additional Cardholder through the use of his Supplementary Card.
26. If the Account is a joint Account or in the name of a company or institution and is managed by an individual signatory, the Bank shall have the right to issue a separate basic Card for each of the Account partners with the written consent of all partners, and all partners shall be considered, jointly and severally, liable toward the Bank according to the Bank's choice for any liabilities which may result from the use of any of such cards and for providing necessary cash collaterals from each and every one of them.
27. It is understood and agreed upon that the Bank issues the Debit Card according to the instructions and regulations of Visa and MasterCard companies and the instructions and regulations of the Networks which connect all ATMs of local Banks, which shall be applicable along with the special conditions and terms for this Card. Accordingly, the Cardholder acknowledges that the Bank shall have the right to apply its instructions to the Card that has been issued to the Customer or any instructions and regulations approved by the Bank to this effect. Moreover, the Cardholder also admits the instructions, principles and regulations of Visa Card /MasterCard international companies and their operating regulations.
28. The registers and records of the Bank shall be conclusive evidence and shall be binding to the Customer in determining the amounts withdrawn, deposited by or transferred through the ATM or paid through Points of Sale (POS).
29. The transactions made on the Main and Supplementary Cards are shown on the Account Statement according to their issuance cycle within the transactions made on the Customer's local/foreign currency Account, which state the transaction details, and the Bank sends the Card's Account Statement to the Customer's email address kept with the Bank.
30. The Customer shall be entitled to dispute transactions made on the card within 30 days from the date of being notified of the transaction details for purchase transactions via point of sale, and within 60 days from the date of being notified of the transaction details for cash withdrawal transactions executed on their accounts via ATMs. Beyond this period, the transaction is considered binding and cannot be disputed. If a dispute is submitted, the Bank will verify immediately. If the dispute is found to be valid, the Bank will refund the disputed amounts to the customer's account without bearing any cost and/or expenses, otherwise, in case the dispute is found to be invalid, the customer agrees to bear and pay all actual costs and/or expenses incurred by the Bank.

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31. Any dispute or claim that may arise between the Customer and third parties shall not affect the Bank's rights against the Customer for the payment of the Customer's obligations resulting from the Card's use. And the Bank shall not assume any responsibility for any defect or deficiency in the goods and services received by the Customer during his Use of the Card. In addition to what is mentioned above, any matters, cases, disputes, or objections of any kind shall be finally determined according to Visa or MasterCard's regulations and instructions in force and as may be amended from time to time.
32. For proving the transactions resulting from the Card's use and proving the balance, it is sufficient for Bank to submit an Account Statement extracted from the computer. The Bank shall not be obliged to provide the original vouchers of withdrawals and/or transactions made by the applicant. The registers received by the Bank from Visa/MasterCard International shall be valid and accepted by the applicant and binding upon him.
33. The Customer acknowledges that the Contactless Transaction functionality without Personal Identification Number (PIN) (the Tokenization) will be activated by default. The Customer also acknowledges that s/he will be able to make a Contactless payment without a Personal Identification Number (PIN) subject to the limits set by the Central Bank of Jordan. The Bank reserves the right to change the transaction limits for Contactless payments according to any instructions or regulations issued by the Central Bank of Jordan. The Customer has the right to request the Bank to deactivate the Contactless payments feature without entering a password.
34. The Customer shall be responsible for the value of transactions debited to his Account as a result of using the Card, whether transactions were through entering PIN Number or through AJIB PAY and Apple Pay or through using Contactless Transaction functionality that is performed without the need of entering PIN Number, where the Customer shall bear the responsibility of all transactions, movements and withdrawals made on the Card including theft, loss or being used by third parties.
35. The Customer undertakes not to use the Account or the Card to deal in virtual currencies, whether directly or indirectly, and also undertakes not to open Accounts in them and/or exchange them for another currency and/or send or receive Transfers against them or for the purpose of buying or selling them. The Bank has the right to take the appropriate action in line with the regulatory instructions in force against the customer if trading in virtual currencies is discovered through his Account or Card.
36. The Customer must keep a copy of the purchase vouchers issued by merchants or the ATMs' notices to compare thereof with the Account Statement to make sure of the validity of the amounts set forth therein.
37. The Card shall not be used for any illegal purpose, including the purchase of goods or services prohibited under the domestic law applicable in the jurisdiction where the Card is used or where the Cardholder lives. The Customer undertakes to provide all the documents requested by the Bank within a time frame determined by the Bank that proves the nature of the financial transactions carried out through the Debit Card (in terms of frequency, amounts and places of use) and per the internal and regulatory instructions issued by the Bank in this regard.
38. The Customer shall bear full responsibility toward the Bank for any losses or Expenses that may be incurred by the Bank as a result of invalidity and/or inaccuracy and/or not updating any data and information provided by the Customer on the application for opening the Account or the application for issuing the Card or as a result of misusing the Card or ATMs or contrary to what stated in the application for issuing the Card or in violation to any instructions given by the Bank after that.
39. The Bank shall have the right, at any time and without any liability thereby, to suspend using the Card temporarily if it has any doubts about using the Card illegally, either based on reports received by the Bank or as a result of its inability to confirm the validity of the transactions with the Customer, especially in the case where the suspected transactions received from countries that are classified as countries of high risk or for any other reason determined by the Bank as it deems appropriate.
40. The Bank may, according to its will and choice, renew the Card upon its expiry automatically for the period it deems appropriate and without the need to obtain the consent of the Customer unless, otherwise, the Customer informs the Bank of his choice of non-renewal.
41. These Terms and Conditions and any amendments that may be made thereof shall remain in force and binding to the Customer throughout his possession of the Card and until the payment of any balance due thereon in the Account. In all cases, the Customer shall remain liable for the payment of all liabilities arising from using the Card.
42. The Customer represents that the PIN Number entered on the PINPAD device is used to execute purchasing transactions in addition to cash withdrawals through ATMs or other banking transactions.

## U. Bank Statements

1. The Bank shall send the Account Statement to the Customer's email address available with the Bank. Sending such a statement to the adopted Customer's email address or through electronic services shall be deemed a legal notification. The Customer shall be committed to informing the Bank in writing of any change to his address or phone number. Also, the Account balance shall be deemed correct and approved by the Customer unless a written objection is received by the Bank from the Customer as to the accuracy thereof within fifteen days from the date of sending the relevant Account Statement.

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2. The Customer automatically subscribes to the electronic Account Statement service. However, if the Customer wishes to unsubscribe from the personal electronic Account Statement service, the Customer should notify the Bank in writing and sign another form.
3. If the Customer chose, instead of sending notices or correspondence, or to return any documents or commercial instruments deposited by him, to keep them in his file at the Bank, the Customer should be obliged to contact the Bank to receive them within one month from the date of depositing thereof, and the Bank shall not incur any responsibility in case of loss, damage or delay, and the Customer shall be deemed notified after the expiry of one week from the date of depositing in his file.
4. The Bank shall not be held liable for any losses resulting from the errors of mail or theft or any other claim that may arise from sending Account Statements to the Customer, and in the case of sending Account Statements to the Customer through the mail at the latest address of the Customer kept at the Bank and have been returned by the mail, it is permissible for Bank to refrain from trying to send any additional correspondence to the Customer.

## V. Contacting the Customer

1. For the purposes of informing the Customer about the changes that may occur to these conditions or interest rates which apply to the Customer Account and/or to generally contact the Customer to inform him of the banking operations of the Customer's Accounts and the products and services of the Bank and/or contacting Customers regarding a service or operational reasons, the Bank will use the latest contact data provided by the Customer to the Bank (unless otherwise agreed upon) which includes the Customer's address and/or telephone/ mobile numbers and/or e-mail.

Customer Name: .....

Signature: .....

2. In case the Customer is registered with the Bank's Personal Internet Banking Services, the Bank may contact the Customer using secure electronic messages for these purposes. The Customer must ensure that the contact details he provides are complete and accurate and that he will immediately inform the Bank of any changes that may occur thereto.
3. The chosen Customer's address for serving any notice/notification or Account Statement or letter or otherwise shall be the address indicated in the Account opening application form, and the Customer shall notify the Bank in writing of any modification that happens thereto. Otherwise, the address indicated in the application shall be considered the approved address for the correspondence and the address of choice for all notifications. And the Customer gives final irreversible approval to the right of any person in the listed address to receive the mail and/or sign on the proof of relevant delivery. The Customer shall be deemed the recipient of such mail if the delivery is made to another person mentioned above in his mailbox or to the listed address. Accordingly, the Customer releases the Bank from any liability of the Bank secrecy in connection with the foregoing. The Customer authorises the Bank to send Account Statements, Cards, and Personal Identification Numbers (Pins) via the internet, via regular mail, registered mail, to the mobile phone and/or e-mail as stated in the subscription application or pursuant to any subsequent amendments communicated to the Bank.
4. When sending the bank statements, the Customer shall ensure that the statement date precedes the receiving date and the date of sending of the mail.

## W. Contacting the Bank

1. The Customer may contact the Bank by phone or mail or by visiting the Bank in any of its branches or via the Internet at the Bank's website [www.ajib.com](http://www.ajib.com).
2. Any written notice or request or other official correspondence by the Customer to the Bank, which is deemed appropriate to send it by hand delivery, shall be delivered to the Customer service representative at one of the Bank's branches or by registered mail to the branch manager at the mailing address of the Bank according to what is stated on the Bank's website [www.ajib.com](http://www.ajib.com) and such notices will be considered duly submitted in the case it was delivered by hand at the time of delivery.
3. In case the Customer loses his Debit Card, Credit Card, purchase Card, Bank Statement Account, cheques book or his electronic services security data, or in the event of their theft and/or the Customer suspects that an unauthorised person used or attempted to use the same, the Customer must inform the Bank as soon as possible by calling the call centre during official working hours on the number +96265003005.

## X. How to Make a Complaint to the Bank

In case we do not receive the contracted services, or if we believe that the bank has made a mistake, we must inform the bank through submitting a complaint or note by contacting the Customer Complaint Processing Unit/Compliance Department through one of the following means:

- Personal attendance to the Complaint Unit at AJIB Tower located on 200 Zahran Street (10th floor).
- Contact the Customer Complaints Unit directly on: 065507000, extension: 2895.
- Email: shakawi@ajib.com
- Scan the QR code for complaints available at all of AJIB branches and offices.

The Bank shall conduct investigations into the incident, and, where necessary, shall rectify any error as promptly as possible. The Bank shall also take appropriate measures to prevent the recurrence of such incidents, where feasible.

## Y. General Terms

1. The Bank reserves, according to its absolute discretion, the right to modify these conditions at any time it deems appropriate after serving a notice to the Customer before a reasonable period of time, and a notice of any amendments will be sent by any appropriate means (subject to circumstances), and such notice sent to the Customer constitutes notification of the modifications and shall be valid as of the date mentioned therein. Any transaction to be made on the Customer's Account or the use of any of the Customer's personal Banking services in connection with the Customer's Account after the date on which any amendments to these conditions apply (as specified in the notification of the Bank) shall be deemed an acceptance by you without reservation to those amendments.
2. The provisions of the laws, regulations, and instructions in force at the Hashemite Kingdom of Jordan and their amendments shall apply to all types of Account(s) that are opened at the Bank in the Account holder's name. In the event of any dispute between the Bank and the Account holder, the courts of the city of Amman (Palace of Justice) and/or any other court determined by the Bank shall be competent to hear and settle such a dispute.
3. If there is any discrepancy between the English and Arabic texts, the Arabic text shall prevail.
4. The Customer agrees that the Bank shall be entitled to impose any kind of fees and charges on any of the banking services provided to the Customer, and the Customer agrees that the Bank shall be entitled to amend the tariff and fee schedule from time to time, as provided on the Bank website.

Customer Name: ..... Signature: .....

5. The Bank reserves the right to assign and transfer any of its rights and obligations under these Terms and Conditions to any third party without obtaining the Client's prior consent, provided that the Client is duly notified of such assignment and transfer.
6. The Customer acknowledges having read and understood the provisions set out in these terms and conditions, and the Customer agrees to be bound by them.

Customer Name: .....

Signature: ..... Date: ...../...../.....