

# General Terms and Conditions for “ila” application



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

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

The Bank shall be entitled, at its sole discretion without any liability whatsoever towards the customer, to alter and adjust the interest rate, requirements and service charge requirements applied to any account from time to time according to market changes and the

Bank's sole discretion or as per the instructions of the Central Bank of Jordan.

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

## Definitions

- **Bank:** means Arab Banking Corporation (Jordan).
- **Account:** means an account(s) opened by the customer with the Bank at any time in Jordanian Dinar or any other currency, whether it is interest bearing or not.
- **Customer/You:** means any natural persons who will open the account through “ila” application for account opening or whom the account is opened in their name.
- **Mobile Application:** means a type of application software designed to run on a mobile device, “ila” application.
- **“ila” 3-D secure Service:** means a Service that enables the Customer to shop online using “ila” Card with additional layer of security. The Customer has to update his mobile number to be available when using this Service, which is used to verify the customer's identity when performing online shopping transactions, and hereinafter referred to as “the Service”, and this Service is provided through “ila” and related parties.
- **“ila” Card:** means the virtual and physical card, which is issued by the Bank and enables the Customer to withdraw money from the Bank's local and international ATMs and/or deposit through the Bank's ATMs, and/or purchase goods and/or service on point of sale and /or E-commerce merchants.
- **The Participating Websites:** Commercial Online websites which are participating in “ila” 3-D secure Service.
- **The one-time password (OTP):** The password that will be sent to the Customer via SMS by the Bank to his registered mobile number on every online transaction that will be done on participating websites to verify the Customer's identity.

1. The General Terms to Which All Accounts Are Subject: The Bank shall have the right, without recourse to the Customer, to debit any of the Customer's accounts for all expenses, fees, interest, commissions, taxes, and stamps, which it incurs or pays on behalf of the Customer, or which results from any transactions between the Bank and the Customer.
2. The Customer hereby approves any deposit made to his account by a third party, whether such deposit is in cash through the Bank's ATM's, commercial papers, or inward transfers subject to agreement by the Bank to accept such deposits.
3. The instructions or requests directed to the Bank by the Customer (through the Mobile Application and/or by telephone and/or by e-mail and/or by visiting ila service center or by any other way) must be clear and explicit. If the request was written, the Customer should use a printed writing or a clear handwriting, and free of any crossing out or writing between lines. In light of the above, the Bank has the right to refuse the execution of unclear and incomplete instructions and shall bear no responsibility as a result of not executing any of the Customer's instructions or requests in violation of this condition, nor shall be liable for any occurring risk resulting in acting on Customer's request sent by any of the above-mentioned means.
4. The Bank shall not be liable for paying the value of any payment issued by the Customer in case any required data is missing therein, as long as they were issued in the form of payment.
5. In the event where the Customer's account is eligible for dealing by payment or account transfer, the Customer's request that the Bank cancels any instructions related to any payment or transfer in favor of a third party shall not be acceptable after the amount is paid or credited to the beneficiary's account or after the beneficiary receives the same.
6. The Bank may refrain from executing a payment, a transfer or any instructions which it receives indirectly (other than from the account holder in person) if it doubts their validity or according to the Bank's sole discretion. The Bank may request a confirmation of issuance thereof by the account holder and/ or authorized person on the account with any means it may deem fit without any liability of the Bank for any delay or non-execution.

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7. If the Customer's instructions are unclear or if the Bank receives contradicting instructions, the Bank shall- at its sole discretion- execute all or any of these instructions or refrain from their execution, until the ambiguity or contradiction is resolved to the satisfaction of the Bank, noting that the Bank shall not be liable for any harm or damage that may be sustained by the Customer or any party whomsoever, whether the Bank executes or refrains from executing all or any of such instructions.
8. The payment or transfers shall state the value, account number, name of the beneficiary of the payment or the transfer and any other details requested by the Bank. The Bank shall not be liable for not honoring such orders or transfers if they are in violation of this condition.
9. The Bank shall not be liable for non-collection of commercial papers deposited by the Customer in his account for collection. The Bank shall be deemed as having honored its obligation when commercial papers are presented for payment even if not honored. In case such commercial papers are not honored, the Customer shall revert to the Bank to receive them. The Bank shall not be liable toward the Customer for any loss, waste, damage or delay except in the case of fraud or gross negligence, without prejudice to the Bank's right of returning the commercial papers back to the customer at the discretion of the Bank.
10. The endorsement by the Customer of any commercial papers to deposit in his debit accounts shall be a regular endorsement unless it is explicitly stated that the amount is for collection. Indicating the account number of the Customer opposite the endorsement shall not serve as a presumption that the endorsement is for delegation/collection, but rather for regulatory purposes.
11. The Bank shall not be liable for the actions of any correspondent banks, agents or brokers whose assistance is sought by the Bank or with whom the Bank deals in the course of executing any transactions made or requested by the Customer. Further, the Bank shall not be liable for returning the original copy of any papers or documents which may be seized by official authorities or institutions with whom the Bank deals as long as they are seized for reasons beyond the control of the Bank.
12. The Customer shall be fully liable for any actions or restrictions which may be imposed by official authorities locally or overseas on his accounts or for any Bank transactions carried out thereby.
13. The Customer hereby authorizes the Bank to disclose any information that may be requested by any official authorities locally or overseas or necessitated by the nature of the transactions and services rendered by the Bank. The Customer also authorizes the Bank to exchange information with other banks or if so required under the applicable local and international laws/instructions of anti-money laundering and terrorism. The Bank shall also exchange information with the head office, any of its offices, branches, related companies, partners or legal authorities in the domicile thereof, or any agent, contractor or a third party supplier of services who provides the Bank with any type of services related to the business thereof or with whom the Bank contracts to carry out any activities or render any services, and who in turn shall be obliged under the contract concluded with the Bank to maintain the confidentiality of any information they may obtain in the course of their work or provision of services to the Bank.
14. In case the Customer requests dealing by way of telephone or e-mail and fax, the Customer shall be fully liable for the risks of such dealing. The Bank shall not be liable for any damages sustained by the Customer as long as it executes the instructions addressed thereto by the said means in good faith.
15. In case any requests of dealing by way of telephone and/ or Fax and/or e-mail the Customer authorizes the Bank to accept any requests and/or written instructions from himself/herself to the Bank, and to accept and execute any requests, whatever they might be, concerning Customer's accounts with the Bank and to consider such documents as original. The Bank retains its right to refuse or accept these instructions without any responsibility to the Bank that may arise through the execution and/or non-execution of its contents. The Bank also retains its right, as it may see fit, to request reinforcement and or confirmation of the origin of these requests, and/or instructions by any means considered appropriate. The Customer hereby waives in advance, and by virtue of the Customer's acceptance of those terms and conditions, any claim and/or dispute and/ or any objection, including the Customer's denial of signing and/or sending such letters and/or instructions and/or documents. The Customer's declaration in advance that letters and/or instructions and/or documents may be used as supporting evidence. Also, the customer declares his/her complete knowledge and total comprehensive of all risks surrounding the acceptance of communication via telephone and/or Email and/or Fax including but not limited to forgery and/or impersonation and/or fraud and/or any other risks, and the Customer accepts all repercussions and/or damages that may arise from these procedures. Therefore, the Customer hereby waive his/her right to initiate any peremptory plea/or claim of non-acceptance and/or sworn under oath and/or initiate dispute concerning the opposability of telephone case and/or email or anything that may be contained within or resulting from it. Moreover, the Customer hereby waives his/her right in raising any substantive defenses, and/or challenging the admissibility of the letters and/or perjury and/or raising any dispute concerning the validity of the fax and/or Email or any order contained therein or arising from it and such authorization(S), declaration (S), and waiver (S) mentioned hereunder shall be absolute final and irrecoverable.
16. The Customer shall commit to maintain the cards he receives from the Bank. The Customer's dealing with the account(s) via plastic/electronic cards, telephone, internet or any other

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similar services shall be at his discretion. The Customer shall acknowledge the risks associated with such dealing that may result from the omission or negligence thereof in maintaining said cards or passwords, or from hacking networks and information systems by third party. The Customer shall acknowledge that he accepts such dealing and bears the resulting risks and shall discharge the Bank of any obligations that may arise from such dealing.

17. The Customer shall promptly notify the Bank by phone call and/or by visiting the service center in the event such cards are lost, or an unauthorized access is made to the passwords, or any relevant information or numbers related to the dealing. The Bank shall not be liable for any damages sustained by the Customer unless it is notified by the Customer to suspend the service within a period that enables the Bank to actually effect such suspension.

18. In case the Bank has any doubts regarding the validity of any transactions made by the Customer via cards, telephone, or any other means of dealing, it

shall have the right to suspend the services provided to the Customer without any prior notice and without any liability on the Bank. 19.

The Bank shall suspend any services it provides to the Customer on a permanent or temporary basis without any liability thereon if it receives a notice of service suspension via any communication means that is accepted by the Customer.

20. If any of the Customer's accounts becomes debit or overdrawn in favor of the Bank without prior agreement for any reason whatsoever, a debit interest shall be charged on the daily balance to be calculated on the basis of the debit interest rate determined by the Bank.

21. The Bank shall reserve its right, without prior notice to the Customer, to reverse any entry incorrectly credited to the account. The Bank shall not be liable toward the Customer for any consequences of such incorrect entry. If the Customer discovers any error, he shall promptly notify the Bank and return any funds he withdraws from the incorrectly credited amounts once it comes to his knowledge and/or upon the first request by the Bank without any objection.

22. The Bank may overdraw any of the Customer's accounts at its own discretion. The overdrawing of an account shall not be considered an acquired right of the Customer, but rather a facilitation and convenient measure by the Bank. The Customer shall be obliged to cover the value of overdrawing no later than one month from the date of overdrawing in addition to any due interest and commissions.

23. The Customer shall acknowledge and agree to the following:

- The photocopies kept or extracted through modern technology shall have the same force and effect of the original. The photocopies and extracts provided by the Bank in any dispute shall be acceptable evidence and binding on the customer. The Bank shall not be obligated to present the originals.
- The Customer acknowledges and accepts that the telephone calls or the oral instructions, email, text messages, social media messages and other communications or requests to the Bank may be recorded to protect the interest of the Customer and the Bank. The Customer also acknowledges that such recordings will be considered legal and binding and acknowledges approval of using them as evidence of their content.
- The Customer waives his right to deny any writing or signature attributable to him or to demand the Bank to produce and/or present the original documents after the lapse of five years from the execution of any documents related to the transactions made on the accounts such as, deposit and the like.
- The Bank accounts and records shall be the acceptable evidence to prove the transactions and balances, which have been made/or being made on the accounts. To this end, it shall be sufficient for the Bank to provide a statement of account extracted from the computer or any other available means of dealing.

24. The statements of accounts can be viewed and extracted from the application for any chosen period at any time. In the case the customer objects to the statements he shall address a notice to the Bank by Email, in person or by any mean of communication explaining his objections within fifteen (15) days from the transaction date. Otherwise, the Customer shall acknowledge the validity of such statements and shall waive his right to object the same.

25. The Bank shall retain the Customer's correspondences upon his request. The Customer shall discharge the Bank from any liability that may arise from keeping the correspondences thereof. The Bank shall have the right to destroy the Customer's correspondences which are not received after three (3) months from the date of issuance thereof.

26. The Bank's books and records shall be considered as binding and conclusive evidence to the Customer and may not be objected to or challenged by the Customer.

27. The Customer hereby acknowledges that the Bank shall not pay him any interest on the accounts/credit balances unless upon an agreement with the Bank or if the Bank's instructions and policies permit payment of interest on such accounts. The credit or debit interest rates may be increased or decreased, according to the interest rates prevailing in the banking market or according to the

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factors affecting interest rates.

28. If the Customer requests/agrees that his accounts or any of them be replenished from one another or from specific accounts or that some account(s) belonging to others be replenished from the Customer’s own account(s), such authorization shall remain valid and applicable until the Bank receives a written notice from the customer to the contrary, provided that an approval is obtained from the third party in case the cancellation of instructions is subject to his consent.
29. The Bank may, without a request from the Customer, replenish the Customer’s accounts from one another, regardless of the type of account, to facilitate any withdrawals made by the Customer whether directly or by any means of dealing with accounts, including cards and services.
30. If the Customer requests transfers between his accounts or to a third party’s accounts, he shall authorize the Bank to perform the transfer at the price prevailing at the Bank upon transfer if the currency of the account from which transfer is made is different from the currency of the account to which transfer is made, and to debit any due expenses or commissions to the account from which transfer is made without any liability on the Bank.
31. If the Customer authorizes the Bank to settle the value of any services or obligations due thereon in favor of any institution or person, he may not cancel such authorization except by a written notice to be delivered to the Bank or upon the consent of the beneficiary if the cancellation is subject to the consent thereof.
32. The Bank shall debit any of the Customer’s accounts with the amounts paid by the Bank and any payable interests, commissions, or expenses.
33. If a dispute arises between the Customers, the Bank and a third party over a Bank transaction, the Customer shall irrevocably authorize the Bank to seize any disputed amount, until the dispute is decided upon judicially or amicably without the Customer having any right to claim any interest or compensation.
34. “ila” 3-D secure Service will be activated during the online shopping transaction on participating websites.
35. The Customer is committed to update his/her information periodically and if it changed and the Customer shall be fully responsible for any breach of this obligation.
36. In case the Customer does not update his registered mobile number if changed, the Bank at its sole discretion and /or the Participating Websites shall have the right not to accept the payment and not proceed with the Internet shopping transaction without any responsibility whatsoever.
37. The Customer acknowledges that the OTP is a mean of identification and when used it is considered as his / her direct authorization to process the online transaction. Accordingly, the Customer hereby unconditionally and irrevocably waives his right to any object to any transaction issued using his “ila” Card and its OTP for any reason whatsoever.
38. The Customer undertakes to keep the relevant “ila” Card information as confidential and private, and not to release them to anyone. The Customer shall exercise extreme caution when using the service on a PC in a public place. The Customer acknowledges unconditionally and irrevocably that the Bank shall not assume any responsibility and/or damages that may arise as a consequence to the misuse of “ila” 3-D secure Service or due to the Customer’s breach of this obligation.
39. The Bank will not be responsible in the event of irregularity of “ila” 3-D secure Service and / or non-functionality and / or for any other reason whatsoever

## **Dormant accounts:**

40. The Customer’s accounts with credit balances shall be considered dormant accounts if no debit or credit transactions were made thereto, and the account holder cannot be located from his other dealings with the Bank, after exhausting all means to contact him and after the lapse of the following specified periods from the date of the last debit or credit transaction made to the account: • Six months for current accounts and salary accounts.
  - Two years for saving accounts
  - The Customer’s accounts shall remain dormant in the following cases:
    - Cashing checks drawn by the Customer on the dormant account.
    - Credit transactions made to the Customer’s account on the dormant account.
    - Automatic transactions made to the Customer’s account on the dormant account.
    - No checks withdrawal or transfer transaction shall be allowed from the dormant account unless with the attendance of the Customer in person.
41. The Law on Government Appropriation of Funds due to Temporary Prescription No. 35 of 1985 and its amendments shall be applicable.

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42. The Bank may close any of the Customer's accounts at any time without indicating the reasons thereof and without any liability thereon in case it discovers, at its absolute discretion, that the Customer violates any of the conditions of dealing or the banking customs, or if he does not observe the law and the principle of good faith in dealing, if he executes commercial papers, bank transfers or payment without consideration or if he carries out fictitious transactions or for any other reasons estimated by the Bank. The Customer shall undertake to provide all the required documents within the period of time specified by the Bank. In case he fails to provide such documents, the Bank shall have the right to close the account. And undersigned, holder(s) of the account(s) hereby acknowledge that customer(s) is/are fully aware of the Central Bank of Jordan's Instructions No. (14/2018), which allow the Bank to delay certain Customer and real beneficiary identity verification procedures until after the account is actually opened, and that the Bank shall have the right to close the account and prevent Customer(s) from withdrawing any amounts available therein. The Bank shall also be entitled to use any other means of payment to return said amounts to customer (s) whether by (cheque or bank transfer) and that is in the event Customer(s) fail to produce the documents that enables the Bank to verify customer(s) real identity, whether as a customer or beneficiary of the account, within a period that does not exceed (10) business days as of the actual date of opening the account.
43. The Bank shall have the right to close any of the Customer's accounts if a period of six months elapses without any transactions/ movements made thereto and no debit or credit balances exist therein. Rejection by the Bank to accept any deposits, transfers or checks made on the Customer's accounts after being closed shall not entail any liability on the Bank.
44. In case the Bank closes the account/accounts of the Customer or if the account is closed at the request of the Customer, upon the expiry of the validity of using any of the cards or instruments delivered to the Customer, upon the Customer's request to suspend the service or when the Bank decides to cancel the services. It is understood that the closure of accounts shall not be conditional upon giving the Customer a notice thereof or upon his consent to the balance resulting from the closure.
45. Any condition of dealing, which entitles the Bank to use more than one option or implies the meaning of permissibility shall not entail any liability on the Bank, whether it uses any of such available options or powers.
46. The address shown on the application for account opening shall be considered as the domicile selected by the customer for service. In case said address is changed, the Customer shall notify the Bank by sending the requirement via email and/or by visiting “ila” service center. Otherwise, the right of objection to notifications shall be waived, and any notice or notification to the address kept with the Bank shall be valid.
47. The conditions of dealing shall apply to any transactions or services provided by the Bank, which the Customer requests upon opening the account or at any subsequent time. Unless stipulated otherwise in the conditions of dealing, the policies, and procedures applicable at the Bank or the banking customs shall prevail.
48. Account(s) holder (s) hereby acknowledge that Customer(s) is /are fully aware of the Central Bank of Jordan's Instructions that prohibit the use of personal accounts for commercial purposes. Therefore, Customer(s) hereby undertake to refrain from using the account for any commercial purposes whatsoever and, in the event customer(s) is/ are currently using the account in commercial transactions, customer(s) undertake to rectify the status of the account within a period that does not exceed (30) days, after which, in the event any “commercial transactions” are carried out using the account, the Bank shall have the right to immediately close the account without notifying customer(s) and without any liability on the part of the Bank.
49. Withdrawing from the account shall be made either directly through the Bank's ATM's or by cheques or payment that fulfil the conditions acceptable to the Bank, or any other means provided by the Bank.
50. The Customer shall acknowledge that he is well aware of the risks associated with current accounts. The Customer's has the right to object to any future procedures taken by the Bank to implement the instructions of the Central Bank of Jordan.
51. The Customer realizes that the Bank shall not accept any cheque deposited therewith for collection, unless executed on the forms issued by banks for this purpose.
52. Reactivation of blocked accounts, whatever the reason for blocking, will only be done after the bank is satisfied that all internal and external requirements regarding the maintenance of bank accounts have been met.

## Special Terms of Saving Accounts “Hasala”:

53. Withdrawing from the account shall be made by the customer directly by payment or transfers from this account, or any means provided by the “ila” application within the limit determined thereby for the value of withdrawals. However, the Customer cannot issue cheques on this account.
54. A deposit in the account by transferring from the same current account currency.
55. Credit interest shall be computed on the daily ending balance and shall be credited to this account monthly on the dates specified by

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- the Bank, taking into consideration that the Bank shall not compute any interests if the account balance is less than the prescribed minimum limit for the saving accounts in that month.
56. In case the account is closed before the dates on which the credit interests are credited to the account, the interest shall be computed on the ending balance at the end of the month preceding the closing date.
57. If the saving account “Hasala” is denominated in a foreign currency, it shall be subject to the previous terms and conditions.
58. The Bank shall provide the Customer with banking services through Debit Cards, Short Messages Service (SMS) and ila contact center and/or service center or any other similar products.
59. The Customer shall be well aware that dealing with these services requires him to insert PIN code and/or recovery code and /or email address. He shall be also aware of the importance of maintaining the numbers, information, and equipment he uses as they are deemed as personal identification means and serve as a personal presence thereof. A third party may carry out illegal transactions in case of unauthorized access to such numbers or information, whether due to negligence, error or omission or if the customer allows third party access to such numbers or information.
60. The Customer shall promptly notify the Bank through registered email, phone call and/or in person in case he doubts or discovers any breach of information or if he lost his mobile or any information or PINs, in order to suspend the service(s) provided by the Bank. Such notice shall not save the Customer from any consequences of any transactions that are made/ may be made until such time as the Bank is able to take the necessary measures for service suspension.
61. The Bank shall have the power to suspend any service(s) provided to the customer without prior notice and without any liability thereon in case the Bank has any doubts regarding breach of information or validity of instructions or transactions made using said means.
62. The Customer shall be liable for any transactions, movements, withdrawals, or damages that may be sustained by the Bank due to the Customer's failure to maintain such numbers and information.
63. The Customer shall acknowledge his liability for the withdrawals and purchases made via his card or the information thereof, even if they are made in a country different from the customer's permanent or current country of residence or domicile.
64. The Customer shall agree to the Bank's sending all account-related mails, correspondence, account statements, Debit card or notices by regular mail, courier or e-mail. The Customer shall bear all the expenses which may result from such service.
65. Some “ila” services shall be automatically locked in case the login password is incorrectly entered by the customer more often than allowed. The customer therefore can visit the “ila” service center or contact ila contact center in order to reactivate the service.
66. The Bank will debit your account for any purchases, cash withdrawals or transfers made through and as a result of the usage of your card along with associated fees and charges. You agree you are always fully liable for all transactions, executed by your card whether such transactions were processed with your knowledge and or authorisation or not. You accept and agree that our books and records for these transactions as being final and binding for all purposes and waive any right to contest or dispute the correctness of such books and records.
67. If your account is overdrawn by the use of the card, you undertake to settle, the overdrawn balance including any penalty and or interest immediately upon our request. You also authorise us (without us being bound to do so) to cover any overdrawn balance by debiting any of your accounts with us.
68. If your debit card is linked to a foreign currency account and if you use your debit card for a transaction in that account currency, you must have sufficient balance in that account to cover the related transactions. In case the balance in the linked account is insufficient to cover the transaction using the debit card, such transaction will be declined even if you maintain sufficient balance in another account denominated in a different currency. If your debit card is not linked to a foreign currency account, debit card transaction in that currency will be debited to your local currency account provided it has a sufficient balance to cover the transaction.
69. Credit balances maintained in accounts not linked to the debit card will not be used to cover debit card transactions.
70. If we have a reasonable suspicion that an unauthorised use of your account or debit card has occurred, we limit access to the account and block the debit card. We will inform you of such change via e-mail and/or SMS and/ or phone call. We shall remove the block on the card or the limitation on the account if we determine that the reasons for blocking/limitation no longer exist.
71. You can freeze and unfreeze your debit card using the “ila” App. You can also report your debit card as lost or stolen using the “ila” App, which will result in permanent deactivation of your card. We will send you a new debit card at your request. You can also call the “ila” Customer Contact Centre, upon successful authentication, request one of our employees to block your debit card in case of reasonable suspension and/ or card stolen or lost.
72. A primary Debit card shall be issued in the name of the Customer's. In this case, the Customer shall be liable for any transactions

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made via the primary, including the maintenance of the card and PIN, and for any loss sustained by the Bank due to the misuse of cards or ATM machines. 73. The Bank shall be entitled to renew the card after the expiry of its validity unless otherwise is notified to the Bank by the customer prior to the renewal by email, telephone and/or by visiting the service center.

74. The issuance of cards by the Bank shall not mean that the Bank is obliged to grant any credit to the Customer, as the Customer should maintain sufficient balance in his account to cover the withdrawals and any debit entries thereof which may arise from using the card, without prejudice to the Bank's right to debit any of the Customer's accounts with any transactions. In case of insufficient balance in the Customer's account, the Bank shall have the right to overdraw any of the Customer's accounts and charge a debit interest to be determined thereby.
75. The cards shall be issued in accordance with the local laws and regulations and pursuant to an agreement with MasterCard and shall be deemed applicable together with the terms and conditions of the national networks connecting ATMs of local banks.
76. “ila” debit card shall enable the Customer to use other banks, local and international ATMs to withdraw, and inquire about balance of accounts. Through the Bank's ATM's, the Customer will be able to deposit cash, withdraw cash, change the Personal Identification Number (PIN), and any other future banking services without prior notice. The ila Card shall also enable the customer to use ATMs worldwide bearing Master Card sign for cash withdrawal and balance inquiry. The ila Card shall also allow the customer to purchase from shops/service centers locally and internationally (each the Merchant) through point of sale (POS) terminals and e-commerce transactions bearing the Debit Card sign which accepts/authorizes the transaction immediately after the amount is debited to the Customer's primary account on which the Card is issued and/or any other related customer's accounts opened from which he is entitled to withdraw as per the arrangement made with the Bank via any of the ATMs thereof, subject to the applicable method of use and any subsequent amendments made thereto. The Customer shall agree to the maximum daily cash withdrawal limit/purchase. Such limit shall be changed without prior notice.
77. Any notice by the Customer of the loss of the card or PIN code or a request of service suspension shall be promptly served once the necessitating reason thereof exists. Such notice shall include the circumstances of the card's loss or theft or the reason for service suspension. The Customer shall be liable for the transactions/ withdrawals made till the date of notice receipt by the Bank. The Bank may, without any obligation thereon, accept a verbal notice provided. The Bank shall not be liable for any measures taken by the Security Authorities in case of incident reporting.
78. The Customer shall acknowledge that the reports extracted from the ATM system and points of sales are acceptable evidence to prove deposits, withdrawals, and transactions, and are deemed the sole proof between the Customer and the Bank.
79. The Customer shall be liable for any error that may result from his depositing/transferring of any incorrect amount in or to his account or a third-party account.
80. In case a transaction appears on the statement of account that the Customer alleges that it has not been executed thereby, the Customer shall have the right to object thereto. If the Customer's claim is established, the amount shall be credited to the Customer's account after actual collection by the collecting bank and posting of the charge back amount to the Bank's account, noting that the collection period may extend for two months as per MasterCard Regulations. In case the Customer fails to prove his claim, the Bank shall deduct charges and fees against its efforts or against paying any other amounts arising from such claim to the collecting Bank or any other party.
81. The information displayed on the ATM screen shall be deemed an integral part of the dealing terms and conditions. The Bank's decision on such information shall be considered acceptable evidence to prove said terms and conditions.
82. The Bank shall not be liable for the Customer's financial loss due to delivering the card or divulging his Personal Identification Number (PIN) to a third party or to the merchant at point of sale (POS) terminals, or due to the Customer's leaving money in the ATM after withdrawal transaction is complete. The Customer shall be absolutely responsible for the amounts of transactions made due to the negligence thereof in maintaining the card or the PIN code. The Bank shall not also be liable for non-completion of any withdrawal, deposit, purchase, or any other transactions if it is attributed to the Customer in person or if it results from:
- Insufficient funds in the account balance or if the amount to be withdrawn exceeds the daily/weekly/monthly withdrawal limit prescribed by the Bank.
  - Blocking the account under an order issued by a judicial authority or competent authority.
  - Suspending the use of the card under a prior notice by the customer of the loss or theft thereof without notifying the Bank to the contrary in writing.
  - Insufficient cash maintained in the ATM.
  - Breakdown of ATM and POS machines for any reason whatsoever.
  - Inability to complete the required transaction for reasons beyond the Bank's control.

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83. The Bank shall not be liable for the card's non-acceptance by a third party. Any dispute that arises between the customer and any third party shall not affect the Bank's rights toward the customer in settling the obligations that may result from using the card. The Bank shall not be also liable for any defect in the goods and services obtained by the customer through using the card.
84. The Customer's address for service and legal purposes shall be the address kept at the Bank, and the customer shall notify the Bank of any amendment made thereto.
85. The Bank shall be under no liability or obligation whatsoever due to the Customer's insufficient account balance, exceeding the limit prescribed by the Bank for withdrawal/purchase, freezing the account or placing it under attachment, suspending the use of the card under a notice by the customer or the Bank, unavailability of updated information about the account, insufficient cash maintained in the ATM or any breakdown thereof, inability to complete the transaction required by the Customer, refusal of dealing via the card by others, or any defect in the goods or services requested/rendered by the customer through using the card.
86. Using the card in purchases shall render the Customer liable for the transactions made if he uses the PIN code and/or contactless features and/or signs the purchase voucher. The Customer shall keep a copy of such vouchers.
87. The Bank shall have the right to cancel Debit cards and issue new cards to customers in case doubtful transactions are included in the reports issued by MasterCard and/or all members of MasterCard and/or the internal reports of the Bank.
88. Transactions of cards shall be shown on the account statement at the usual issuance date thereof, within the transactions executed on the customer's account in local/foreign currency, including transaction details..
89. The Bank shall provide the Customer with detailed instructions about the services, and the customer shall undertake to accurately follow these instructions upon usage. The Customer shall also acknowledge that he has reviewed and understood the mechanism of these services and that any information provided by the Bank is for guidance purposes only.
90. The Bank may share information about the Customer internally to provide the customer with information on the new services.
91. Although the Bank is utilizing the best security measures for protection against potential risks of communications networks (Fixed Phone, Mobile, Internet), it shall not be liable for any damages that may be sustained by the Customer due to the risks of using such networks. The Customer shall be solely responsible for all risks resulting from using the service he requests. The Bank shall have the right, at its sole discretion, to provide the Arab Financial Services (AFS) or any other third party/parties as deemed required by the Bank to facilitate and manage banking operations, business services or any other purposes for which the Customer data is required to be shared to “ila” contact center.
92. If the Customer discovers that the Bank did not implement any transaction for any reason whatsoever, the Customer shall notify the Bank within 7 working days from the date of the Customer's request. The Bank shall examine the said request and inform the Customer of the result thereof as soon as possible, provided that the Bank does not assume any liability for any loss that may be sustained by the customer due to non-execution of such transaction for any reason whatsoever. The Customer's right of any claim whatsoever shall be forfeited.
93. The Customer is advised to change the PIN code on a periodic basis, and shall be fully responsible for safeguarding his username, PIN code, recovery code and any other information. The customer shall also undertake to maintain his self-created username and PIN code and recovery code separately in secure places, and not to divulge the same to anyone. The Customer shall exercise extreme caution when using public networks or other devices.
94. The Customer's mobile phone number, E-mail, account number, PINS and recovery codes shall be considered identification means to verify the customer's identity. Hence, all transactions performed using such identification means shall be considered as have been made by the Customer, and the Bank shall consider any person using such means as the Customer himself. The customer shall be liable for all transactions Performed by using his identification means and shall be responsible for any change, loss, or transfer of any of such means to others until such time as the Bank is able to suspend the service. 95. The Customer shall authorize the Bank to record the outgoing and incoming calls for training and/or competence and/or control purposes and/or recording the Customer's instructions.
96. The Customer shall authorize the Bank to debit all commissions and expenses arising from the use of the service to any of the Customer's accounts with the Bank.
97. The Bank shall assume no liability in the event of irregular operation or disruption of service or non-accuracy of information extracted thereby. The company providing the service shall also have the right to access all the Customers' accounts, account numbers and balances and perform various banking transactions. The Customer shall authorize the Bank to debit all commissions and expenses that may arise from using the service to any of his accounts with the Bank.
98. These services shall be provided to the Customer upon his request. The customer shall agree, at his responsibility, to deal with the means as stipulated in Article (5) of the Electronic Transactions Law. He shall also agree to the following:



# General Terms and Conditions for “ila” application



- The Bank shall change or amend the service after prior notice to the customer (electronic). If the Customer uses the service after changing the instructions without a written/electronic objection, he shall be considered as agreeing thereto. The Bank shall also have the right to change the technology used in the service(s) offered without prior notice and without giving any reasons whatsoever.
- The general and special terms of dealing shall be applicable in case the Customer requests the service after submitting their acknowledgement on these terms.

99. “ila” application shall allow the Customer to carry out all or any of the following transactions:

- To transfer from his “ila” credit accounts where sufficient balance is available within the maximum daily limit specified by the Bank, to his accounts or the accounts of others within the Bank (“ila” /ABCJ) or to accounts in other banks inside and outside Jordan. The Bank shall execute the transfer automatically instantly if the transfer is an inter-account transfer (i.e. between “ila” accounts) or to other accounts within the Bank and may take up to two working days for domestic transfers and it may take more than two working days for international transfers, provided that the value and any expenses are debited to the Customer’s account on the date of the execution and (working days excluding public holidays and force majeure). The Customer shall be responsible for any error in the information he provides to the Bank. It should be noted that, in all cases, the Bank shall not be responsible nor liable for procedures of other banks and/or regulatory authorities within the Hashemite Kingdom of Jordan and abroad if same delays or rejects the transfer.
- Paying bills through E-fawateercom via using “ila” application
- To authorize the Bank to pay the value of any services or to make other payments to any of the institutions specified by the Customer. This authorization shall remain valid until the Bank is otherwise notified by the Customer or until the beneficiary agrees if the suspension of transfer is subject to the approval thereof.
- The Customer shall solely bear the responsibility that may result from debiting his account(s) when using CliQ service or any liability that may arise from mistakenly transferring any amount(s) to any other account or making purchases to merchants.
- The Customer undertakes not to use CliQ service for commercial purposes to make profit or to make donations.
- For the purposes of processing the transfers through CliQ, the Customer authorizes the Bank to provide the Jordan Payments & Clearing Company with the Customer’s data, as well as to exchange information and/or data with other financial institutions involved in processing the service, and the information exchange process is carried out in compliance with laws or the standards for the Central Bank of Jordan and the Jordan Payments & Clearing Company. • CliQ transactions are subject to the fees (if any) specified in the Bank’s website and for the limits specified by Jordan payments and clearing company.

100. The customer is responsible for reporting service complaints to the bank directly through the following means in writing:

- By courier: The complaint can be submitted by sending a postal letter to the following address: Arab Banking Corporation Bank - Jordan p. Box 926691 Amman 11190 Jordan Compliance Control Department - Customer Complaints Section
- Complaints boxes:
- The bank provides complaint boxes, and they are placed in all the bank’s branches where you can use the “complaint form” available in the customer service hall.
- The Department of Administrative Affairs is working to put an appropriate box for customer complaints in a prominent place in the branch and for all branches.
- The Administrative Affairs Department works on printing a form for customer complaints that reflects an appropriate image of the bank.
- The Department of Administrative Affairs is working on setting up an indicative board that includes the bank’s assessment of the customer and the importance of his complaint, and that it will be treated honestly and responsibly by the administration and will be answered as soon as possible.
- The need for the guiding board to show all the ways to submit a complaint through which the customer can submit his complaint, according to what was mentioned above.
- The Department of Administrative Affairs undertakes the task of collecting the contents of the complaints boxes in the branches weekly through Aramex and sending them to the Compliance Control Department - Customer Complaints Department in a sealed envelope.
- Through ila service center: 065100001
- Through e-mail at the following address: Customer.compliant@Bank-ABC.com

101. The Bank will not be responsible for any errors, damages, loss, costs, or expenses that may be incurred by the Customer as a result of a violation of these conditions, and the Customer shall bear all compensation, costs, claims and damages that the bank may be

# General Terms and Conditions for “ila” application



exposed to as a result of the violation of these conditions.

102. “ila” contact center service shall allow the Customer to carry out all or any of the following transactions:
- Account services, this includes, without limitation, allowing the customer to check his balance with the bank and his latest transactions and be provided with his account’s IBAN number. The Bank is entitled to add or remove any services.
  - ATM cards services, this includes, without limitation, requesting the suspension of the ATM card, activating, requesting the renewal or replacement thereof. The Bank is entitled to add or remove any of the services regarding the ATM cards.
103. In case the Customer suspects that another party is tampering with his accounts via the service, or he doubts that his account number and PIN/ Recovery code are compromised by some other parties, the Customer shall promptly inform the Bank and confirm it. The Customer shall be liable for all amounts that may be incurred due to the misuse the account number, PIN(s) and recovery code until such date as the Bank is able to suspend the service by a written notice from the Customer.
104. Any instructions or transactions made by the Customer shall be cancelled before the execution thereof, provided that the Customer delivers a notice by any means of communications to the Bank before such instructions or transactions are complete.
105. Upon closure of “ila” accounts, the payment requested by the Customer shall remain valid to be performed on the working day specified by the Customer, unless cancelled thereby and provided that there is a sufficient balance in the Customer’s account.
106. The Short Messages Service (SMS) shall include that the Bank sends to the Customer (but not obliged to do so) SMS at his mobile phone in case the customer requests such service. Such messages shall contain information about the services provided or introduced by the Bank or any other information the Bank deems fit.
107. By accessing or using ila App, you agree to these terms and conditions.
108. Bank ABC Jordan reserves the right at its discretion to amend any of the terms and conditions at any time. By continued usage of your account and allied services through ila App, you shall be deemed to have accepted the changed terms and conditions and any new terms and conditions/Schedule of fees and services stipulated by Bank ABC Jordan.
109. The Bank will not be responsible for any fault, interruption of service or other incidents beyond its control; and in particular, the Bank will not be responsible or liable towards the Customer for force majeure beyond its control, including without limitation, natural catastrophes and acts of God, epidemic, government orders and restrictions, breakdowns or malfunctions, ransomware attacks or other cyber incidents/attacks or any fault caused by a third party.
110. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hashemite Kingdom of Jordan. The Central Court of Amman (Qasr Al-Adel). shall have exclusive jurisdiction to adjudicate any dispute arising between the Customer and the Bank. The Bank shall be entitled to choose the venue for any court in the Hashemite Kingdom of Jordan, without the Customer having any objection as to the lack of jurisdiction or improper venue.
111. The terms and conditions set forth in this form, which articulate the relation of the Bank with the customer shall be applicable by the Bank. By signing up for an “ila” account, the Customer is agreeing on “ila” terms and conditions. The Bank may amend any of these terms and conditions, provided that it sends a notice to the Customer by the E-mail. The amendment shall be effective two weeks after sending the notice.