AAIB Electronic Banking Services Terms & Conditions

Definitions

The following words and phrases written in this document mean, unless the context requires otherwise, the following:

- **Bank**: Arab African International Bank (AAIB).
- **Customer**: The holder of an account maintained with the Bank.
- **Electronic Banking Service (EBS)**: The service provided by AAIB through WEB interface for an authorized customer/User.
- **Service Request**: the request is signed and submitted by the client to subscribe/modify/delete the service.
- **Phone Banking Service**: The service provided through phone by AAIB Contact center for the authorized customer/user (AAIB hotline)
- **Digital Services**: Internet Banking, Mobile Banking, ATM and SMS services.
- **SMS service**: Short Text Message sent electronically by the bank to customers’ mobile numbers or by customers’ mobile numbers to the bank, to notify the customer or to make account transactions based on the threshold defined by the bank for each product that might be changed at bank’s discretion.
- **Service**: AAIB Electronic Banking Services or Digital Services.
- **E-statement**: An electronic copy of the paper statement. (for individual customers only)
- **Business Day**: Any day in which banks in Egypt are operating excluding Fridays, Saturdays and Egyptian national holidays.
- **User**: The customer or the person who is authorized by the customer to use AAIB Electronic Banking Services (EBS).
- **User ID**: The name code used to uniquely identify the user when logging into the Electronic Banking Service.
- **Password**: A passphrase, which is a secret word or code that the user must enter during the login process to demonstrate that he/she is - in fact- the person he/she claims to be.
- **User Instructions**: Any requests or instructions are made by the customer and received by the Bank using the electronic Banking Services.
- **Transaction**: Processing of any Banking services offered by the Bank.
- **Contact Center**: 19555 Contact Center operating 24/7 or +20226733107 from outside the country.
- **Terms**: Terms & Conditions which could be amended from time to time according to AAIB sole discretion.

**AAIB**: Arab African International Bank

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Applicability of Terms and Conditions

according to the service request submitted by the client, customer shall hereby acknowledge his/her full adherence, without any reservation, to all the terms and conditions governing this service and all the related provisions stated by the Bank, these terms and condition shall be deemed an integral part of the Service Request.

Service Scope

• The Bank may at its sole discretion determine or specify the scope and features of the electronic Banking Service and to modify, expand or reduce them at any time and shall notify the customer through the proper channel when necessary, such notice be made in such manner and by such means of communication as the Bank shall deem fit.
• The customer may know the updated features of electronic Banking Services through the Bank’s website, contact center or the nearest branch.
• Liabilities of the Bank shall be limited to implementing the instructions of the customer after acceptance, and the Bank shall not be responsible in case the data presented by the customer are not correct. The Bank shall not be committed to grant any remedies as a result of the wrong data.

Customer’s rights and obligations

• The customer, after accepting these Terms and signing the registration form/selecting E-Banking services in the account opening form, will be provided with a User ID and Password to access the Electronic Banking Service within 5 Business days.
• Any transaction on the customer’s account using the authentication method (User Id and Password) shall be considered instructions issued by the customer and an evidence, and the customer have no right to object or claim on those transactions/instructions and all proceeded transactions and instructions based on EBS shall be considered as instructions signed by the authorized signature of the customer.
• The User is responsible for the accuracy and authenticity of the instructions provided to the Bank and the same shall be considered sufficient to operate and process the transaction. The Bank shall not be required to independently verify the instructions. The Bank is not liable when the contents of customer/user instructions are inaccurate or incomplete.
• In case of any EBS complaints/concerns, customer shall contact the Bank’s Contact Center. Bank will try to resolve the issue as soon as possible, however, some issues may be complicated and require more time to resolve and bank may request the customer to sign an official complaint and provide further information/documentation if needed.

تطبيق الشروط والأحكام

بناء على طلب الخدمة المقدم من العميل، يقر العميل بالتزام الكامل دون دينى تحظ وكافة الشروط والأحكام التي تحكم هذه الخدمة وكافة الأحكام ذات الصلة بالخدمة الموضوعة من قبل البنك ويتعهد ما سي seri هذه الشروط والأحكام جزءًا لا يتجزأ من الطلب المقدم من العميل ومتى وكملاً.

 نطاق الخدمة

• يجوز للبنك وفقًا لتقديره المطلق تحديد أو تخصيص نطاق وخصائص الخدمات المصرفية الإلكترونية وتعديلها أو توسيعها أو تقليلها في أي وقت ويتزام بإخطار العميل بالوسيلة التي يراها مناسبة عند ووجب هذا الإخطار، وقد يتم الإخطار بواسطة وسائل الاتصال والطريقة التي تترضى للبنك يمكن للمستخدم معرفة الخصائص المحدثة للخدمات المصرفية الإلكترونية من خلال الموقع الإلكتروني للبنك أو مركز خدمات العملاء أو أقرب فرع.
• يتحصّن التزامات البنك في تنفيذ التوصيات الصادرة من العميل بعد قبولها من البنك، ولا يكون البنك مستحقاً في حال عدم صحة البيانات المقدمة من العميل.
• ولا يلزم البنك بتقديم أي تعويض نتيجة لعدم صحة البيانات.

التزامات العميل وحقوقه

• بعد الموافقة على الشروط وتوفير العميل على نموذج الشروط بالخدمة أو اختيار الخدمات الإلكترونية في نموذج إفصاح الحساب، يرسل البنك للعميل "اسم المستخدم" و"كلمة المرور" للدخول على الخدمات المصرفية الإلكترونية في خلال 5 أيام عمل وذلك عن طريق إرسال سري الإليكتروني إلى البريد الإلكتروني الخاص بالعميل ومسجل طرف البنك.
• يعتبر أي تعامل على حساب العميل باستخدام وسيلة التوثيق (اسم المستخدم وكلمة المرور) تعليقات صادرة من العميل وحجة في الإثبات، ولا يحق بأي حال بالأحوال اعتراض عليها أو الدفع بعد صلاحيتها وتعتبر كل المعاملات المنفذة والتعليمات الخاصة بالخدمات المصرفية الإلكترونية بمثابة تعليمات موقعية توثيقية للعميل المحدد.
• يكون المستخدم مسؤولاً عن دقة المعلومات المقدمة للبنك وصحتها ويتعتبر كافية لتشغيل العملية وغير مطلوب من البنك التحقق من التوقعات ذات مثقل، البنك ليس مسؤولاً إذا كانت محتويات تعليمات العميل / المستخدم غير دقيقة أو غير كاملة.
• في حالة وجود شكاوى/تفاوتات، على العميل الاتصال بنك خدمة العملاء
• وسياحل البنك حل المشكلة في أقرب وقت ممكن ولكن قد تكون المشكلة معقدة وتطلب مزيد من الوقت قبل إجابة قد يتطلب البنك من العميل التحقق من شكرى رسمية مع تقديم معلومات/استنادات أخرى عند الحاجة.
Bank's rights and obligations

The Bank may treat all users' apparently valid instructions received through using electronic Banking Service as instructions properly authorized by the user, even if they may conflict with the provisions of or instructions the Bank receives under any other mandate given at any time concerning users’ accounts or affairs, in accordance with KYCAML and Sanctions policies and procedures.

The Bank is not committed to process User Instructions in case they contradict the Bank regulations.

The customer must read the warnings and notifications and terms and conditions related to subscribing to new services, and the customer’s agreement or confirmation through digital signature to review the E-statement. Losing the password or using it by any other person is the responsibility of the customer. (for individual customers only)

The customer acknowledges that receiving E-statements, even when password protected have some risks and the customer acknowledges accepting these risks. (for individual customers only)

The customer's responsibility to notify the bank immediately of any change in email address by visiting the nearest branch or calling the Contact center 19555 (or +20226733107 from outside the country).

The customer must use the single factor authentication for transfers within customer accounts in the same bank inside Arab Republic of Egypt, also for loan payments and credit cards payments, or issuing a certificate of deposit or accounts transfers within customer accounts in the same bank inside Arab Republic of Egypt, also for loans payments and credit cards payments, or issuing a certificate of deposit or accounts transfers within customer accounts in the same bank inside Arab Republic of Egypt.

The customer may use loans, credit facilities, credit cards, etc.. online, subject to providing the bank with a signature before granting the facility electronically on the system will be considered legal obligation. It is the customer's responsibility to notify the bank immediately of any change in email address by visiting the nearest branch or calling the Contact center 19555 (or +20226733107 from outside the country).

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• All user instructions are subject to the Bank’s consent and shall be in accordance with Banking practices and procedures governing their execution, such instructions shall also be subject to all terms and conditions as mentioned in the Bank’s standard applications.
• The Bank will investigate customer’s complaint within 5 Business Days except where AAIB is awaiting a response from customer.

The bank will send password-protected E-statements only to the email address registered by the customer with the Bank and Bank is not responsible if the E-statement is not received due to issues with the customer’s e-mail ID/mailbox. (for individual customers only)

The E-statement will be sent to one email address only even in the case of joint accounts or accounts with multiple signatories. (for individual customers only)

In case of E-statement service failure, the bank will notify the customer through Mail or SMS and that the bank statement will be sent by post. (for individual customers only)

The Bank shall not be responsible for any delay in implementing the instructions submitted through the Service for reasons that cannot be helped and that in case of delay the customer will be notified by tele. Call, SMS and/or etc…

The bank shall have the right to outsource EBS to a third party with the same terms and conditions.

Customer shall waive claiming the Bank and shall acknowledge that the Bank shall not be accountable for any service failure caused by a third party or due to force majeure, political turbulence, communication failure or any other incidents out of the bank’s hands. The bank shall do its outmost effort to ensure that the service is operating without interruptions.

Bank will inform the customer of any service interruption caused by pre-scheduled maintenance through E-mail, SMS or Bank’s official website.

The bank safeguards and protects the confidentiality of the customers’ information internally and externally; externally by ensuring any disclosure is limited to the information requested by an authority with the jurisdiction to request such disclosure be it a judicial or regulatory body, and internally by disclosing the customers’ information only to authorized personnel and ensuring the bank’s employees abide by the terms and conditions of confidentiality in compliance with the internal regulations and the applicable laws.

Any new sub account of the customer will be automatically added to the customer’s electronic Banking Services, in accordance with KYC, AML and Sanctions policies and procedures.

• Banking procedures in accordance with KYC added to the customer’s account. Any new sub account of the customer will be automatically added to the customer’s account.

• Ensuring the bank’s employees abide by the terms and conditions of confidentiality in compliance with the internal regulations and the applicable laws.

• Privacy Policy of AAIB Banking Services, in accordance with AML and Sanctions policies and procedures.

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Security Measures

- Customer shall be responsible to maintain and comply with the security and management control procedures and any other instructions received concerning the Bank security. (S)he shall agree to set up, maintain and regularly review any further security measures that are needed to comply with good computer security practice(s).
- Customer shall be responsible for ensuring the highest levels of security of his/her own computing and communications equipment and the safe transmission of the Bank messages. Customer is also responsible to observe and comply with any other security alerts that are posted on the Bank’s website www.aaib.com and/or advised through any other channels.
- The customer shall oblige to adhering to all the security measures in addition to any other instructions issued by the Bank and shall accept to read and review these measures and instructions regularly, and the customer shall be responsible to ensure the highest security level of the devices used to access the E-banking services.
- Customer may not disclose the password or any of the e-service verification information to anybody including AAIB employees for any reason and in case any other party gets any of these information, this shall be deemed an authorization from the customer to that party to use the accounts and shall bear all the risks and consequences without any responsibility from the Bank, and the customer may not request any remedy for the losses resulted from those transactions unless a negligence or a deliberate act from the Bank regarding these information is proved.
- Customer shall notify the Bank immediately of any instructions might be issued by an unauthorized person or suspected to access the accounts of the customer.
- Customer shall agree to comply with adequate and efficient anti-viruses, anti-spywares and malwares and hacking detection measures and procedures with the devices used to access the E-banking services.
- The customer shall agree to compensate the Bank for any losses or damages of any kind the bank may incur due to the customer’s failure to adhere to any articles of this request.

Termination and Suspension

- The Bank may at its sole discretion and for the good of the Bank or for the good of the customer suspend or terminate or limit the customer usage of the Services or any part of it, taking into consideration the necessity of notifying the customer through the proper channel. Termination will not affect the rights and remedies due for either party until the date of termination. The customer will be notified also for the reason of termination if possible.
- The Bank may suspend some or all Electronic Banking Services for routine or emergency shutdown, maintenance or enhancement of the Service or for not being used for a reasonably long period (6 months) or where the Bank considers it necessary or advisable.

AAIB [E-Banking Service T&Cs] / Legal V.1 – (102020)
• The bank may suspend or terminate the service without prior notice if the customer has breached these terms and conditions or is informed of death, bankruptcy, lack of legal capacity of any of the account holders, or for any other reason in the absolute discretion of the bank.

• The customer declares accepting and non-objection to the Bank’s right to in respect of the Customer’s transactions in order to verify that such transactions do not violate or conflict with the applicable laws in the Arab Republic of Egypt, the internal Bank systems or any international agreements or regulations or any transaction that subject to the economic sanctions imposed from time to time the United Kingdom, European Union, United States or the United Nations or other sovereign authorities.

• Electronic Banking Services will be closed once the customer’s bank account(s) is closed.

Recordings

• The Bank has the right to record the phone calls during customer’s use of Phone Banking Service and this recording may be used in resolving any legal issue that may occur in the future without any liability on the Bank.

• The Bank records will be, unless they are demonstrated to be wrong, an evidence of our dealings with them in connection with Electronic Banking Services. I/We agree not to object to the admission of the records of the bank as an evidence in any legal proceedings by claiming that the records are not original, are not in writing, are a hearsay or are statements in documents produced by a computer.

Miscellaneous

• Customer hereby irrevocably authorize the Bank to charge any or all of the account(s) of the customer maintained at the Bank’s possession with all the fees and charges for any requests or instructions made through the service, and the customer shall adhere to any changes that might occur in respect thereof and are posted on the Bank’s website http://www.aaib.com and/or communicated through any other channel.

• The Bank shall not be responsible for the secrecy of the information available to the employees of the company using the Service who are authorized by the company to use this service (This condition applies only on the companies)

• Customer shall agree to keep the Bank indemnified against all actions, proceedings, costs, loss and damages of any kind, which the Bank may bear as a result of any failure by him/her to comply with the duties under this application.

AAIB [E-Banking Service T&Cs] / Legal V.1 – (102020)
• The Bank may change the terms and conditions of the electronic banking service when appropriate and shall notify the customer through the proper channel.

• The customer shall adhere to co-operate with the Bank in the event of any investigation or claims relating to the Service and its usage.

• This document is written in Arabic and English languages. In case of conflict, the Arabic version shall prevail.

• Usage of the electronic banking services including the online banking services shall be subject to the relevant Egyptian laws, executive regulations, any regulatory rules and the future amendments thereto.

• يحق للبنك تغيير في الشروط والأحكام الخاصة بالخدمات المصرفية الإلكترونية حسبما يراه البنك مناسب و يلتزم بإخطار العميل بالوسيلة التي يراها مناسبة

• يلتزم العميل بالتعاون مع البنك في حالة إجراء أية تحقيقات أو مطالبات ذات صلة بالخدمة واستخدامها.

• تحررت هذه الوثيقة باللغتين العربية والإنجليزية، وفي حالة وجود اختلاف يعتمد بنص اللغة العربية.

• يخضع استخدام الخدمات المصرفية الإلكترونية بما فيها الخدمات المصرفية المقدمة عبر شبكة الإنترنت للقوانين المصرية واللوائح التنفيذية والضوابط الرقابية المطبقة في هذا الشأن وما يصدر من تعديلات لاحقة.