

## **Privacy Policy**

I/we acknowledge that I/we have read and understand the Privacy Notice on the official website of Bank of Jordan [privacy-policy](#), and hereby confirm our acceptance to the bank to collect and use our personal data from time to time for the purposes described and in accordance with the terms set out in the notice.

## **Bank of Jordan Terms and Conditions for Subscribing to the Electronic Channels**

\* These terms and conditions shall apply to the relationship between the Bank of Jordan Plc (the Bank) and any of the Bank's customers (the Customer) who submits an application to subscribe to the electronic channels and to receive the services offered through these channels, any channel and/or a service that the Bank may decide to add thereafter. These terms and conditions shall form an integral part of the subscription application to the electronic channels signed by the Customer with any of the Bank's branches. By signing these terms and conditions, the Customer acknowledges that he fully understands and agrees with the same without prejudice to the right of the Bank to modify its contents or any part thereof at any time and to consider the amendment as being effective as from the date on which the Customer is notified by a letter addressed to him at the address shown in the subscription application or through the electronic channels.

\* References importing the singular include the plural, and the use of gender include any other gender;

\* The following words and expressions shall have the meanings assigned to them unless the context otherwise requires:

**The Bank :**The Bank of Jordan Plc or any of its branches.

**The Customer :**The account and/or accounts' owner whose subscription to the electronic channels has been accepted, and who shall be deemed fully responsible for using any of these channels and for benefiting from the services offered therefrom.

**A Working Day :**The Bank's official working hours set for dealing with the public as from 8:30 a.m. till 3:00 p.m, or as may otherwise be determined by the Central Bank, except holidays and official religious days.

**The Electronic Channel :** The electronic channels offered by the Bank which include: (Interactive Voice Response IVR, the Internet banking, the mobile banking and the SMS service) in addition to any other channel and/or channels that the bank decides to add in future.

**The Service :** The services approved by the Bank to be offered to the Customer through the Electronic Channels for the Customer's Accounts held with the b Bank.

**Customer's Account :** The accounts held by the Customer with the Bank being related to the usage of the Electronic Channels.

**ID Code :** The user's identification code designated to access the Electronic Channel, which will be given to the Customer by the Bank, or which the Client obtains through self-registration with the Service.

**Login Password :** The number issued by the Bank to the Customer, or which the Customer obtains through self-registration with the Service, for the purposes of accessing to the Electronic Channels, and which shall be changed by the Customer immediately after his first access to the Electronic Channel. The Customer can change the Login Password whenever he desires or according to the requirements set for using the Electronic Channels.

**Fingerprint :** The feature that allows the Customer to use his fingerprint to log onto the Electronic Channel without entering his ID Code and Login Password.

**Transaction Password :** The number issued by the Bank to the subscriber in the Electronic Channels for the electronic transfers and money orders, or the one-time number sent by the Bank to the Customer via SMS upon initiating an electronic transfer or money order, which shall be changed by the Customer immediately after his first access to the Electronic Channels. The Customer can change the Transaction Password whenever he desires or according to the requirements set for using the Electronic Channels.

**Interests, commissions and expenses :** Including the various interests, commissions, expenses, stamp duties, mail, telephone, telegraph, telex, fax, transportation and travelling fees and expenses, currency exchange difference and commission, and all other commissions, collection expenses, attorney and expert fees, and any expenses or fees that may be incurred by the Bank resulting from the Customer's subscription and usage of the Electronic Channel.

**E-Statement Summary :** The feature that allows the Customer to view a summary of the Account(s) without logging onto the system

**Adding beneficiaries/payees Service :** The feature that allows the Customer to add

information of the persons to whom transfers will be made, whether such persons are customers of the Bank or any domestic or foreign banks.

**The E-mail :** The electronic mail service through which messages shall be exchanged between the Bank and the Customer through the banking service channel via the Internet exclusively.

**Electronic money transfer :** Any money transfer operations whether between the Customer's accounts, for settling general utility bills, effecting a transfer for the accounts of other customers held with the Bank, a transfer to third parties, other banks whether domestic or foreign banks and/or for recharging cards and/ or mobile transfer and payment services, or effecting standing instructions on the Account through the Electronic Channel, and/or adding beneficiaries/payees or any other future services having a direct effect on the Customer's account and his financial transactions.

**CliQ – Instant Payment System :** By linking your mobile phone number or alias with your account on the CliQ service, you provide your consent to show the users who will inquire or transfer funds your: full name, account number, and the name of the bank associated with the phone number or alias you have used to register to the service.

1. The preamble shall be deemed an integral part of, and be read together with, these terms and conditions.

2. The Customer hereby authorizes the Bank at its discretion, and hereby consents to any debit entries that may be made by the Bank for any sums resulting from subscribing in the Electronic Channel and benefiting from the services offered through said electronic channel. The Bank shall be entitled, without recourse to the Customer or the need to obtain a subsequent authorization, to debit the Customer's Account for all their interests, commissions and expenses paid or born by the Bank on behalf of the Customer or those that may result out of any transactions between the Bank and the Customer. The Bank shall be further entitled to debit any of the Customer's Accounts for any expenses payable by the Customer of whatever form or nature including Court fees, attorney and legal consultations fees of whatever amount.

3. Usage of the Electronic Channel shall be limited to the Customer subscribed in the Electronic Channel, who shall solely assume all risks and/or responsibilities resulting from using the Electronic Channel and benefiting from the services rendered therefrom.

4. When the Customer wishes to use the Electronic Channel and to benefit from the services rendered therefrom, the Customer commits d to fully abide by the instructions set for using the Electronic Channel in the manner so provided to him by the Bank.

5. The Customer hereby admits his knowledge and acceptance to the possibility of self-registering with the Electronic Channels by using the Debit Card and its password to obtain the ID Code and Login Password for using the Electronic Channels, including internet banking, mobile banking, SMS service, mobile payment services and other future services.

6. The Customer hereby admits his knowledge and acceptance that he is bound by any amendments, instructions and/or fees in case the same are published by any means whether in writing, audio, video and/or electronic, and that same shall be deemed in effect as of its publications date.

7. It is hereby understood and agreed that the Login Passwords and the ID Codes or the Fingerprint are the means to identify the Customer with the Bank. Therefore, any transactions effected using the ID Codes and the Login Passwords or the Fingerprint shall be considered as being executed by the Customer, who shall be solely responsible for all transactions effected through the subscribed Electronic Channels by using the ID Code and the Login Password or the Fingerprint.

8. The Login Password and/or the Fingerprint and / or the Transaction Password shall stand as the signature and acknowledgment of the Customer to the effect of approving the execution of any orders, services, transfer orders, standing instructions or adding beneficiaries/payees for which no challenge shall be admitted on the basis that the Passwords or the Fingerprints have been published and used by a third party or otherwise to claim that the Customer did not request and/or effect any of the services available through the Electronic Channels.

9. The Fingerprint and/or the ID Code and the Login Password obtained by the Customer to access the Internet banking service are the same that can be used to access the mobile banking service. All terms and conditions applicable to the Internet banking service shall apply to all mobile banking services, including the payment and transfer services to the electronic wallets and/or execution of standing instructions on the Account and/or adding beneficiaries/payees.

10. The Customer shall be responsible for providing and maintaining the tools and software

in addition to all what is necessary to operate the Electronic Channel including the expenses, costs and communication charges. The Bank shall not assume any responsibility resulting from any error and/or defect in the software used by the Customer and /or from the Customer's usage of any software and/or of any additional tools or any type of mobiles that may put the security and efficiency of the service at risks or default. The Bank shall further assume no responsibility in case of existence of viruses in the Customer's devices / mobile that may expose his important data and/or balances, and the Customer shall solely assume all the consequences arising therefrom. The Bank shall not be further held responsible in case of non-receipt of messages, e-mails or messages sent through mobile devices and wireless communications if the reason for non-receipt is the weak signal of wired or wireless telecommunication networks or for reasons not attributed to the Bank.

11. The Customer hereby commits and undertakes to upload any update that the Bank may request on any of the platforms and applications used in connection with the Electronic Channels or the services provided by the Bank, failure of which the Bank will not be responsible for any errors and/or non-executed transactions requested by the Customer.

12. The Customer hereby agrees to use the Electronic Channel and to benefit from the services rendered therefrom in accordance with the list of fees and commissions as set by the Bank from time to time.

13. The Customer shall solely bear the responsibility that may occur as a result of debiting his account/accounts when he uses any of the Electronic Channels, in addition to any responsibility for any mistake resulting from transferring any sum/sums to the account of any other customer or to third parties' accounts held with other banks whether domestic or foreign banks via any of the Electronic Channels, or to any Electronic Wallet through the mobile payment service, in addition to any responsibility for any mistake resulting from effecting any standing instructions on the Account and/or adding beneficiaries.

14. The Customer hereby agrees that the Bank is entitled to cease and/or to cancel the service and/or the Electronic Channel at any time and for such period as the Bank deems appropriate, with no need for any prior notice and without having to provide justifications.

15. In case it is decided to provide the electronic services to companies and/or to individuals in joint accounts, then the provision of these services shall be subject to the attendance of all the signatories of the company and/or the joint account in order to sign the Electronic Channel subscription application and to authorize any of them to use the

electronic service. In this event, the ID Code and the Login Password and/ or the Fingerprint shall be considered as their joint signature, which shall not be subject to any challenge on the basis of being published or circulated by any of the partners and/or the parties to the joint accounts.

16. The Customer may request to cease and/or to cancel his subscription in the Electronic Channel or in any of the services rendered therefrom by submitting a written or an electronic request to the Bank. The Customer is further entitled to update some of his amendable personal data via the Internet channel/ mobile device.

17. The Bank is entitled to abstain from executing any transfer transactions and/or money orders and/or executing any standing instructions on the Account and/or effecting any instructions regarding adding beneficiaries/payees for any sums in case funds in the Customer's account/ E-Wallet are at the time of effecting the transfer and/or one day before the payment date set by the Customer in the event of execution of the standing instructions and/or adding beneficiaries/payees insufficient to cover the value of these transactions in addition to all interests, commissions and expenses associated therewith. The Bank shall be further entitled to abstain from transacting a transfer in case it exceeds the number of transfers or the maximum limit permitted for daily transfers. . The Bank shall be further entitled, without any previous or subsequent recourse to the Customer and without any liability or responsibility on the Bank, to abstain from transacting any transfer, payment, standing on the Account or adding beneficiaries/payees orders in the event the Bank suspects any transfer transaction or any standing instructions transaction electronically requested by the Customer and/or in the event the information given in the transfer order or the execution of the standing instructions and adding beneficiaries/payess orders are incomplete or insufficient, or in the event funds in the Customer's account are insufficient.

18. The Bank will promptly execute the transfer and on the day set by the Customer in case the transfer is to be made between the accounts of the Customer or to any other accounts held with the bank, and within the subsequent two working days in case the transfer is to be made to accounts held with other banks in which case the sum will be debited on the account of the Customer on the execution day, while the Bank shall not be held responsible for any delay occurred beyond its control. The Customer may cancel the transfer or the money order by placing a written request at the branch with which the Customer deals thereby requesting the cancellation of the order, provided that the Bank has not by that time executed the transfer and/or the money order.

19. In case the Customer executes transfer transactions from an account to another or issues a transfer in a currency other than the currency of the account, then the Customer acknowledges that he shall assume all commissions applied or resulting from exchange differences in the transfer transactions.

20. In case transfers are made to accounts/E-wallets by the mobile payment service, the Bank will transact the transfer forthwith through the National Switch System at the Central Bank, and the latter will in turn complete the transfer in parallel and automatically to the beneficiary.

21. In case the Customer wish to make an execution of standing instructions on the Account to persons or entities and/or add beneficiaries/payees to transfer money to persons or entities, then the Customer shall provide the Bank with the required information of those persons or entities such as names, addresses, phone numbers and account information.

22. The Bank will promptly make a payment pursuant to a standing instructions on the Account or pursuant to an adding beneficiaries/payees on the day set by the Customer in which case the sum will be debited on the account of the Customer on the execution day, while the Bank shall not be held responsible for any delay occurred beyond its control. The Customer may cancel or amend the standing instructions or the instruction regarding adding beneficiaries/payees by placing a written request at the branch with which the Customer deals thereby requesting the amendment or cancellation of such instructions at least one week before the next payment is due.

23. The Bank shall have the right to cancel the standing instructions or the instruction regarding adding beneficiaries/payees with no need for any prior notice in case the payment has been returned twice consecutively due to insufficient funds on the Customer's Account.

24. The Bank shall have the right, at its discretion, to determine the order of priority of payment of standing instructions over cheques drawn on, or other payments to be withdrawn from, the Customer's Account(s).

25. The Bank will not be liable for any delay or failure to carry out the standing instructions or instruction regarding adding beneficiaries/payees where such delay or failure is attributable (whether directly or indirectly) to any cause beyond the Bank's control including any equipment malfunction or failure and under no circumstances shall the Bank

be responsible for any consequential or indirect losses arising out of or in connection with the carrying out or otherwise of instructions.

26. In case the Customer executes any standing instruction payment or instruction regarding adding beneficiaries/payees payment in a currency other than the currency of the account, then the Customer acknowledges that he shall assume all commissions applied or resulting from exchange differences in such payment transactions.

27. Upon ceasing and/or canceling a service and/or an Electronic Channel for any reason, then the transfer money, standing instructions on the Account and instruction regarding adding beneficiaries/payees orders previously requested by the Customer shall remain valid and executable on the working day set by the Customer, unless the Customer requests its cancellation according to the conditions provided for under paragraphs (18) and (22) above.

28. All services will be available through the Electronic Channels on a (24/7) basis, unless due to its nature or as maybe determined by the Bank is only available through the working days including the money transfer and/or the execution of the standing instructions and the instruction regarding adding beneficiaries/payees.

29. The Customer is aware and hereby accepts that once he requests an electronic money transfer, execution of standing instructions on the Account or the instruction regarding adding beneficiaries/payees services, the Customer shall be deemed to have authorized the Bank to grant him such service, and the Customer hereby undertakes to abide by its terms and conditions.

30. The Customer can activate the E-Statement Summary feature which allows him to view a summary of the Account(s) without logging onto the system.

31. The statement of account and E-Statement summary, including the transactions executed through the Electronic Channels, shall be deemed correct unless the Bank receives a written or an electronic objection thereto within fifteen days from the date of issuing the statement of account showing the reference number and the objected transaction, failing of which the entries and records of the Bank shall be considered automatically correct and conclusive against the Customer to the effect that he has actually executed the transaction, which shall be deemed as a verified and a documented transaction and a conclusive and binding evidence that may not be challenged or contested by the Customer by any mean.

32. In case the Customer opens a sub-account through Internet banking service, the Customer confirms his acceptance to consider his signature accredited for the main account as being the accredited signature for the sub-account that has been opened via the Internet banking service. The sub-account shall be subject to the same terms and conditions of the main account, which shall be deemed to have been accepted by the Customer upon opening the sub-account.

33. In case the Customer makes a time deposit through the Internet banking service, the Customer confirms his acceptance to the Bank's terms and condition applicable to time deposits, which the Customer has accepted at the time of making the time deposit through the Internet banking service.

34. The Customer acknowledges that the data produced by the computer and the other technical means whether being original or photocopied, including the electronic data, voice recordings and the E-Statement summary, shall be considered as legal, true and binding means of proof to the Customer, and to which the Customer waives his right to object or to challenge. The Customer further agrees to consider all the Bank's records as being approved, documented and as a conclusive and a binding evidence to him, and to which the Customer may not be entitled to object or to challenge before any party whatsoever.

35. The Customer hereby undertakes to promptly inform the Bank of the possibility of having others the access to his account or the probability of having others the knowledge of his ID Code or the Login Password, and the Customer shall be responsible for all the transactions and sums transferred as a result thereof until the end of the working day on which the Bank receives a written notice to that effect. The Customer hereby further authorizes the Bank with an absolute authorization to take, once notified, any actions as the Bank may deem appropriate including to cease the service and/or transfers and/or to cease the execution of any of the orders or the instructions issued by the Customer to the Bank via any of the Electronic Channels and without the Bank bearing any responsibility.

36. The Customer is committed to pay an additional commission for each new Login Password issued upon his request, in case the request is approved by the Bank, and according to the list of rates of commissions and fees prevailing then.

37. In case the Customer requests to cease any Electronic Channel or any of the services rendered therefrom for any reason whatever being attributed to him, then the Customer

shall be responsible for all the transactions and sums transferred as a result of using the ID Code and the Login Password or the Fingerprint until the end of the working day on which the Bank receives a notification to that effect, and according to the conditions provided for under paragraphs (18) and (22) above.

38. The Electronic Channel granted to the Customer shall be temporarily suspended in case the Login Password and/or the ID Code and/or the Fingerprint have been incorrectly entered for three consecutive times. The electronic transfer and money order services will further be suspended in case the Login Password and/or the ID Code have been incorrectly entered for three consecutive times. In both cases, the Customer shall refer to his branch and/or to the concerned department to reactivate the service.

39. The Bank shall have the right to amend, alter and/or to add any terms and conditions relevant to the subscription to the Electronic Channels and/or their usage after notifying the Customer in writing and/or electronically at his address/domicile chosen with the Bank, after which the amendment shall be effective unless the Bank receives a written / electronic objection from the Customer within the period set forth in the notification. The Customer hereby further acknowledges that the Bank shall be entitled to change the software applied within the Electronic Channel/Channels without the need to notify the Customer in advance of that effect. The receipt by the Bank of the Customer's written and/or electronic objection in accordance with this clause shall be deemed an explicit request from the Customer to stop and to cancel his subscription in the Electronic Channel which its amended terms and conditions has been objected.

40. The e-mail offered via the Internet banking service channel shall be the safe mean of communication between the Bank and the Customer. The Customer shall be deemed to have received any message, notification and/or letter addressed by the Bank to the mail, and the Customer hereby agrees that any message received by the Bank through the e-mail shall be considered as issued by the Customer and be binding upon him.

41. The Customer hereby approves and consents to the procedures and systems used by the Bank to document the electronic transactions effected with him and to the data processing with which the correctness of the data and its attribution to the Customer, including his electronic signature and his Fingerprint, will be proven. The Customer further agrees that the Bank may choose any licensed party or any party to be licensed for the purposes of the documentation.

42. It is agreed between the Bank and the Customer to carry out and to execute the banking

transactions mentioned hereunder via electronic means, and that the provisions of the Jordanian Electronic Transactions Law currently in force and any amendments thereto shall apply to all such transactions.

43. In addition to the electronic communication via the Electronic Channels, the Customer hereby declares that his chosen address is the address held with the Bank, and the Customer shall be obliged to notify the Bank in writing with any changes thereof.

44. Subject to the conditions provided for under paragraph (22) above, the Customer shall be entitled to terminate his subscription to the Electronic Channels by providing the Bank with written notice. The Bank is further entitled to terminate the Customer's subscription at any time without obtaining the Customer's approval, notifying the Customer in advance or stating reasons.

45. The Customer hereby finally absolves, acquits and discharges the Bank from any rights, claims, demands or responsibilities for any losses, damages, liabilities or otherwise which the Customer may incur as a result of subscribing or using any of the Electronic Channels or the services provided by the Bank. In case it is proved that a default has occurred from the Bank in executing any transaction requested by the Customer, then the Customer accepts that the total liability of the Bank shall be limited in all circumstances to reverse the incorrect entry, and to return the commissions previously debited to the Customer's account.

46. These terms and conditions shall be subject to and interpreted in accordance with the Jordanian Laws currently in force in the Hashemite Kingdom of Jordan. Courts of Amman (Palace of Justice) shall have the exclusive jurisdiction over any dispute that may arise between the Bank and the Customer in regards the interpretation or the implementation of these terms and conditions, without prejudice to the right of the Bank to sue the Customer before any other court of the Bank's choice,. The Bank and the Customer hereby waive their rights in exchanging notarial notices.

47. The Bank will not be held responsible for the disconnection of telecommunication in the electronic means/ mobile devises, nor for any reasons beyond the control of the Bank. The Bank will not be further held responsible for any money transfers and/or any execution of standing instructions and/or execution of instruction regarding adding beneficiaries/payees made through the Customer's personal mobile phone number in case it is disconnected from the service without informing the bank, or in case the service provider company transfers the Customer's mobile phone number to another person for

whatever reason.

48. The provisions of the Jordanian Electronic Transactions Law currently in force and any amendments thereto shall apply to all transactions executed through electronic means.

I have read these terms and conditions and have fully understood their content. I hereby agree to abide by the content hereof together with any amendments thereto once the same is notified to me by the Bank in accordance with the provisions provided for in these terms and conditions. I hereby declare that my acknowledgments and undertakings may not be revoked or reversed in any way and for any reason whatsoever.