

# Online Banking Services e-Agreement (E-Banking)

## Article 1: Definitions

The following shall denote the meaning opposite each in these provisions and terms:

**Bank:** Suez Canal Bank

**Customer:** Holder of original account

## Article 2: Subject matter of service

Neither shall the **Suez Canal Bank**, its subsidiary entities, managers, officials nor staff shall bear any liability for any damage, losses or obligations including for example without limitation the damage, losses or direct, indirect, private, contingent or consequential obligations related to the uses of the E-Banking Services, using the website or the inability to use it by any correlated party for the failure in performance, the error, deficiency, disconnection, fault, delay in operation or transmission, the existence of a computer virus or the disruption of the line or system even if we were notified of the possibility of the occurrence of such damage, losses or expenses. Moreover, neither shall the **Suez Canal Bank**, its subsidiary entities, managers, officials nor staff bear any liability for any damage or losses that you will bear in case the website is disconnected or fails.

## Article 3: Use of services

The Bank shall comply with implementing all instructions pertaining to the service, subject matter of the application that it receives via E-Banking from the Customer to deal with the accounts. It shall comply with answering any inquiry from the Customer that it receives via this service. The Bank shall also comply with debiting to the account of the Customer any financial transactions that are implemented via the said service. The signature of the Customer on these articles and conditions shall be considered a declaration of the knowledge of the restrictions applied to using the E-Banking Service and that the continuity of the service disconnection relies on utilizing the technology and the restrictions applied to its use;

Accordingly, the Customer hereby exempts the Bank from any liability if he could not use the service for any reason beyond the control of the Bank.

The Bank shall be entitled from time to time to introduce amendments/conduct maintenance/update the service; the matter that may require suspending the service for a specific time; accordingly, this shall be considered among the reasons in which the Bank shall not be held accountable for the inability of the Customer to use the service. In such case, the Customer shall not be entitled to recourse to the Bank by any claims.

The Bank shall be entitled to lay down restrictions on the amounts or specific types of transactions and amend them from time to time without need to notifying the Customer or obtaining his consent; accordingly, the Bank may reject any transaction that surpasses this restriction or line pursuant to the laws in force, the monetary policy of the country and the instructions of the Central Bank of Egypt.

The Bank shall maintain its right to reject (without expressing the reasons) any application to provide the E-Banking Service that the Customer submits or any instructions or inquiries that arrive from the Customer via such service pursuant to the procedures adopted in some transactions that require referring to the branch of the account.

The Customer shall bear the responsibility for the soundness of the information that he enters via the networks of the Bank considering him a user of the services through which they are performed. He hereby declares that the instructions and transactions that he enters are dealt with without any additional review by the Bank or written notices and without being ascertained by other means. Our Bank shall bear no liability towards the Customer if an error occurs in the data that he enters on the network of the Bank.

The Bank shall not be obligated to accept any amendments or revoke any instructions or transactions that were previously sent by the Customer online.

The Customer shall bear the responsibility for entering the data of the beneficiary, the addition or their amendment.

The registers of the Bank shall be considered conclusive evidence to the soundness of the transactions and instructions.

It is agreed upon that the Customer cannot deal with the E-Banking services except by using the identification number of the [Suez Canal Bank](#) delivered to the Customer by the Bank which he shall change (without any interference from the Bank) and which shall not be known by anyone except by the Customer.

Only the original Customer who holds the account shall be entitled to subscribe to the said service, where proxies shall not be entitled to prescribe to this service. Regarding joint accounts, subscription to the service shall only be allowed if the competency was by a single signature.

All financial banking transactions issued by the Customer shall be implemented using the rates of exchange and the rates of return prevailing and applied at the Bank on the

actual implementation date pursuant to the timings of implementing the banking transactions determined by the management of the Bank (Cutoff Time).

The phone calls to the Call Center at the Bank are recorded for supervisory purposes.

The Customer hereby explicitly declares by virtue of this agreement the complete conclusiveness of the Bank's computerized outputs substantiating the banking instructions/transactions pursuant to the service performed to him.

The payments of the credit cards settlement received from the Customer during official working hours shall be credited via the E-Banking Service on the same day of their arrival. Regarding payments received past official working hours, they shall be credited on the second working day as of the Customers request date.

With regards to the request to issue a cheque book via E-Banking, the Customer hereby undertakes to bear all responsibilities of whatever kind that may directly or indirectly occur as a result of the loss, theft or misuse of one or all the cheques issued, apart from the cases in which the Bank cashes such lost, stolen or misused cheques in spite of being informed of the loss, theft or misuse of such cheques by an appropriate time in writing by the Customer.

The Customer hereby undertakes not to use ordinary paper or other publications in withdrawing from his accounts. He also undertakes to keep his cheque book in a safe place.

#### **Article 4: Service fees**

The Customer shall bear the fees (against the subscription and the banking commissions resulting from the use of the E-Banking services that the Bank determines from time to time and declares). The Bank shall maintain its right to amend such fees without the least objection on part of the Customer; accordingly, the Customer hereby authorizes the Bank to debit the due fees to any account for the Customer with the Bank.

#### **Article 5: Data & password protection**

The Customer must keep the identification number, and hereby agrees that the Bank, any of its branches, its subsidiary agents, officials or employees shall not be responsible for any claim, loss, delay charges or expenses resulting from any instructions, application or inquiry via the E-Banking Service that is carried out by any person who is not authorized to use the identification number of the Suez Canal Bank. If it becomes known by anyone else, it shall be imperative upon the Customer to notify the Bank at once and send a written confirmation so that the Bank could take the appropriate procedures in this concern. In such case, the Customer shall remain responsible for all

instructions that the Bank implements by virtue of the suspicious password of the [Suez Canal Bank](#) until the Bank receives the written notice, his declaration of the foregoing, and be able to cancel it.

The Customer shall be solely responsible for the confidentiality of all information related to his accounts and cards, payment instructions, financial transfers and any other information that could be accessed, downloaded or stored in any computer or any similar electronic device.

In any case, neither the Bank, any of its employees nor its officials shall request the password of the Customer. If any person requests the password, he does not represent the Bank.

The Bank shall take all precautions to keep the data and information on its network confidential. However, we do not provide guarantees against computer viruses or snooping program; accordingly, we recommend adopting personal precautions that permit the user to keep his data confidential.

Extreme precautions must be taken to keep your user name and password confidential. You must ensure that you have logged off after completing your transactions so that your account would not be exposed to probable use by an unauthorized party; taking into account that the bank shall not be held accountable for any transaction carried out using your password.

The Customer must always verify that the E-Banking Service website is <https://ebanking.scbank.com.eg>; where the Bank shall not be liable in case of using similar websites.

The Bank shall specify the username and the password for each user to use the online banking services. The user must change the password specified to him by the Bank upon accessing the E-Banking Service for the first time. The user must, upon accessing the service, accept these terms and provisions prior to being permitted to access the service.

The Customer shall be notified of the necessity of changing his password repeatedly whenever possible, due to the fact that using the same password for a long period of time may lead to the risk of its detection. The Bank shall not be responsible for any loss that the Customer may be exposed to as a result of failing to comply with changing the password.

For more security, the Bank may ask for the entry of more identification requirements which the user must adopt in order to impose a security policy, without the consent of the Customer.

It shall be imperative upon the user not to allow any other person to learn of his password which he must keep in his memory and observe not to record it in writing in avoidance of being accessed by third party. It must also not be kept also on the computer. If the user forgets his password, he could request a new password via writing to the Bank.

The user must ensure that his computer is free from any viruses, spyware or malicious programs, encryption programs, harmful software or any other programs that may probably obstruct the access to the Bank, log on the service or access it using a computer connected to a joint network or across a device or a public access point that may permit third party to copy, log on or access the service.

## **Article 6: Elimination of responsibility**

The Customer hereby declares that his cell phone and the identification number of the **Suez Canal Bank** are all considered means of identification that determine his identity and that any transactions implemented using such means are considered issued by the Customer considering them e-Signature. The Bank shall consider any person that uses such means the Customer. The Customer shall also be considered responsible for all transactions that are implemented using his means of identification and responsible for any change, loss or transfer of any of such means to third party until the time in which the Bank could suspend the service pursuant to a written notice that it receives from the Customer after gaining knowledge of it. In view of the fact that this service is provided online, the Bank shall not be held responsible for disclosing the confidentiality of the accounts that may occur as a result of the misuse of the Customer or if this was carried out via hacking operations.

If the Customer desires to amend his cell phone number previously recorded on the database of the bank's customers, it shall be imperative upon him to proceed to the nearest branch of the Bank to fill in the data amendment application form.

## **Article 7: Intellectual property rights & copyrights**

The Customer hereby declares that he does not own and will not own any copyrights or intellectual property rights on any programs, screens or documents that the Bank has provided in the field of E-Banking Service or to improve it. The Customer shall not and will not permit other users or persons to copy or amend any of such programs, screens or documents provided by the Bank, download or transfer the E-Banking program from/to any computer, phone, smart phone or another similar electronics device. If he breaches the foregoing or fails to secure such programs and documents provided as service to him by the Bank, the Bank shall be entitled to recourse to him claiming all indemnities required to rectify the damage that it may sustain.

## **Article 8: General provisions**

The signature of the Customer by subscribing to E-Banking services and enjoying its capabilities is considered a complete approval to all above terms and an undertaking not to breach them. These provisions and terms shall be considered complementary and subject to the terms and provisions or the agreements that the Customer has concluded or signed or that he will subsequently conclude with the Bank. The Bank shall not be responsible also for any loss, damage, costs or expenses regardless of their value – under any name – that the Customer incurs as result of any breach to such terms and provisions.

Any shortage or delay on part of the Bank in practicing any right, competence or privilege in itself shall not constitute an assignment of this right or part of it. In addition, any practice of the Bank to any right, competence or privilege will not prevent it from repeating this practice. The judicial rights and arrangements that are legally and systematically available shall be considered confirmed and complementary to each other and shall not exclude any other judicial arrangements or rights by the stipulation of the law or the system.

The Customer hereby declares that all transactions carried out via the said service are legitimate, are used in legitimate purposes for persons who are banned from dealing with them and that the Customer is the real beneficiary from the service.

## **Article 9: Terms amendment**

The Bank shall maintain its right to amend these provisions and terms at any time. The continuity of the Customer to use the E-Banking Service after conducting any of the said amendments without notice shall be considered acceptance from him to such amendments.

## **Article 10: Service termination**

The Customer could revoke his subscription to the E-Banking Service at any time by a written notice to the Bank to the effect of revocation. The Bank could, according to its discretion and without expressing the reasons, revoke the subscription of the Customer to the said service at any time by a prior notice. Such revocation shall not affect the responsibilities of the Customer with regards to the E-Banking Service carried out till the date of revocation.

## Article 11: Mail & notices

Any notice or request or any mail shall be send to the Customer to his address established in the registers of the Bank. All mail of the Bank shall be considered delivered to the Customer as soon as sent by ordinary mail or e-mail or via any company specialized in this field to the last address established in the registers of the Bank. They shall be considered substantiation against him. The Customer must notify the Bank if he changes his address established in the registers of the Bank by virtue of at least one month prior written notice in the presence of the Customer personally.

## Article 12: Appl i cabl e l aw and j udi ci al competence

These terms shall be governed by the rules and provisions of the laws of the Arab Republic of Egypt. Any dispute that may arise from their interpretation or implementation shall be settled via the courts of Cairo by their different instances and degrees.

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