

# Customer Terms and Conditions for Internet and Mobile Banking

These are the supplemental terms and conditions which apply to our digital banking services (available online and through our Mobile Banking App) to access your Accounts and related services we make available. These supplemental Terms and Conditions are additional to, and form part of, the "Agreement" as defined in the Jordan International Bank PLC Customer Terms and Conditions for Client Accounts. If there is any conflict between these supplemental terms and conditions and the other terms and conditions of the Agreement, the supplemental terms and conditions will apply in respect of Internet and Mobile Banking.

## 1. Definitions

All definitions used elsewhere in the Agreement have the same meaning in these supplemental terms and conditions. In addition these terms and conditions use the following definition:

**Mobile Banking App** the mobile banking app we make available for you to access digital banking using your mobile or tablet device

## 2. Digital Banking

2.1 Digital banking is only available to Personal banking clients..

2.2 In the case of joint Account holders:

2.2.1 the digital banking terms and conditions will apply to each Account holder individually and jointly with the other Account holders;

2.2.2 any of you may use digital banking but each of you must use your own Security Credentials and not those belonging to another joint Account holder; and

2.2.3 joint Account holders can only use digital banking to make a payment where they are able to authorise payments on their own. If two or more joint Account holders are needed to authorise a payment, they will not be able to use digital banking to make payments.

2.3 You must have a compatible device running a compatible operating system in order to use digital banking and to receive Communications from us through digital banking. Some digital banking features may not be available depending on your computer, mobile device or operating system.

2.4 You may not be able to access all the products and services we offer through digital banking.

2.5 We can restrict access to digital banking for any of the reasons set out elsewhere in the Agreement.

2.6 We may add products and services you receive (individually or jointly with someone else) from us or certain other third parties to your Internet and Mobile Banking access.

2.7 By using our digital banking services, you agree to these terms and conditions.

2.8 We do not charge for our digital banking services but you may be charged for making certain types of payments. We may also introduce a charge for digital banking in future. You can find further details in your customer Terms and Conditions for Client Accounts. Other taxes or costs may exist that are not paid through or imposed by us. For example, your network operator may charge you for using the internet.

2.9 You must not:

2.9.1 use digital banking in any unlawful or malicious manner or for anything illegal or inconsistent with the Agreement (as supplemented by these terms and conditions);

2.9.2 attempt to make any income directly from using digital banking;

2.9.3 use digital banking in a way that could damage or affect our systems or security or interfere with other users, or restrict or inhibit anyone else's use of digital banking; or

2.9.4 collect data from us or our systems or attempt to decipher any transmissions to or from the servers running any of the functions provided by our services.

### 3. **Security**

3.1 We will do all we reasonably can to prevent unauthorised access to your Accounts through digital banking.

3.2 You must take reasonable steps to keep your Security Credentials safe and to prevent their fraudulent use. If you do not we may block your access to protect you and us from unauthorised use, as explained elsewhere in the Agreement.

3.3 In particular:

3.3.1 you should make sure you log out at the end of your digital banking session. As part of our security measures, we will log you out after a period of inactivity. We will also block access if you enter your Security Credentials incorrectly a certain number of times. [The Mobile Banking App and our Internet banking site contain instructions on how to log in again.];

3.3.2 if you use biometric identification (such as fingerprint or facial recognition) to open your device and to log into digital banking, you should make sure that only your biometric information can be used to open the device, to access digital banking and to authorise payments. If you allow someone else to use your device, there is a risk that their biometric information could be used to open digital banking and see your Account information, and to authorise payments from your Account(s);

3.3.3 you must not use digital banking on a device or operating system that does not have supported or warranted configurations, including one which has had the limitations set by your mobile service provider or device manufacturer removed without their approval;

3.3.4 you should not use digital banking or enter your Security Credentials on a device or computer which contains or is vulnerable to viruses or other damaging properties or which does not have up-to-date anti-virus, anti-spyware software, firewall and security patches installed on it;

3.3.5 you should not enter your Security Credentials if someone is able to see those Security Credentials as you enter them; and

3.3.6 you should delete the Mobile Banking App if you change or dispose of a device that you use to access digital banking.

3.4 If you suspect that someone else has tried to access or has accessed your Account(s) through digital banking without your permission, you must contact us as soon as possible. We will ask you to give us information or other help and we may also give, or ask you to give, information to the police to assist with any investigation.

### 4. **Upgrades and availability**

4.1 From time to time we may make changes to the digital banking service (such as introducing new features or making updates to our Mobile Banking App). Depending on the update you may not be able to use digital banking until you have updated your browser or software, or downloaded the latest version of our Mobile Banking App. You may also need to agree to new terms if you want to continue to use digital banking.

4.2 We may stop supporting digital banking on your device or on the operating system installed on your device. If this happens, you will no longer be able to use digital banking until you obtain a new device or update your operating system.

4.3 The digital banking service will be available twenty-four hours seven days a week unless:

4.2.1 we are making changes to our systems. Where we know that access to digital banking may be interrupted (for example, due to scheduled maintenance) we will try and give you advance notice, for example by posting a notice to this effect online and/or in the Mobile Banking App;

4.2.2 we are unable to provide the services for technical, security, legal or regulatory reasons or due to unusual events or circumstances beyond our reasonable control (for example, if a service provider stops providing services for any reason);

4.2.3 your internet connection, mobile device or network fails;

- 4.2.4 in the case of the Mobile Banking App, you do not keep it updated; or
- 4.2.2 we have suspended your access to digital banking in accordance with our rights under the Agreement.
- 4.4 We will not be liable to you for any loss or damage you may suffer as a result of our failure to provide all or part of the digital banking service while we carry out maintenance or updates, or where we withdraw support for a device or operating system as explained above, or for any abnormal or unforeseeable reason that is beyond our control and which could not reasonably have been prevented by us, such as the failure of any system or communication network operated by someone else.
5. **Liability disclaimer**
- 5.1 We provide digital banking “as is” and it is your responsibility to use it in an appropriate way. We may also provide tools that you can use with our products and related services if you want to. We will take reasonable care to make sure that they work as described, but you should not solely rely on them and we will not be responsible if they do not always work as you expect, unless we are liable to you in situations set out elsewhere in the Agreement. You should monitor your Account(s) regularly to check that any tools are operating the way you expect. Our responsibility is to provide the relevant product or service in accordance with the terms.
- 5.2 We will take reasonable care to ensure that any information we provide to you through digital banking is an accurate reflection of the information we hold or, if it is provided by a third party (other than an agent acting on our behalf), that it accurately reflects the information we receive. Where information is provided by a third party we cannot guarantee that it is accurate or error free. We will explain when you use digital banking if information we provide is subject to restrictions or if we provide it on a specific basis (for example if it is only accurate at a particular date).
- 5.3 We will use reasonable skill and care to ensure that digital banking is safe and secure and does not contain viruses or other damaging property for example by incorporating security features into it, however, we cannot guarantee that this will be the case or that no damage will occur to your data, software, computer, mobile device or other digital content.
- 5.4 We will not be responsible for any equipment, software or user documentation which someone other than us produces for use with digital banking and any service you use to access digital banking or which you access through digital banking which we do not control.
- 5.5 If you use digital banking outside the UK we will not be liable to you if this does not comply with any local laws. We may block your access to our digital banking services if you try to access them from a country that is subject to sanctions (even if you are only there for a short period of time).
6. **Ending your digital banking agreement**
- 6.1 You can cancel or end your agreement with us for digital banking and deregister from digital banking at anytime by writing to us or contacting us by telephone or visiting our bank. Your right to use our Mobile Banking App will end automatically. You can delete our Mobile Banking App or stop using digital banking at any time but if you want us to deregister your digital banking access you need to let us know.
- 6.2 We can end your agreement with us for digital banking, and your access to digital banking, immediately and without notice if you seriously or repeatedly breach any of these terms or if accounts or services which you can access through digital banking have closed.
- 6.3 We can end your agreement with us for digital banking, and your access to the Mobile Banking App, immediately and without notice if:
- 6.3.1 we suspect that your mobile device is not secure or contains, or is vulnerable to, viruses or malicious software;
- 6.3.2 the manufacturer of your mobile device or operating system withdraws the Mobile Banking App from its app store, or we stop supporting it;
- 6.3.3 you cancel your registration for digital banking;
- 6.3.4 you do not use it for 12 months. If you want to use digital banking again, we may ask you to sign up again; or
- 6.3.5 we end our Agreement with you for your Account(s) which are accessible through the Mobile Banking App.
- 6.4 We will tell you if possible before we end your access to Mobile Banking App and why. We may not always be able to contact you, for example because of legal or regulatory restrictions.
- 6.5 If your agreement with us for digital banking comes to an end, this will not affect your agreement with us for your Account(s). The remaining terms of the Agreement will continue to apply in relation to your Account(s).

**7. Changes we can make**

7.1 From time to time we may make changes to these terms and conditions (such as introducing specific charges). We will need this flexibility so that we can manage our digital banking services over a long period of time. If you do not want to accept the change, you can end your agreement with us for digital banking and deregister from digital banking at any time before it comes into effect. If a change relates to the Mobile Banking App, you can also delete the Mobile Banking App at any time (you can continue using internet banking if you do this but you may need to update your Security Credentials). If we do not hear from you, we will assume you have accepted the change and it will take effect automatically once any notice period for the change expires.

**8. Mobile Banking App**

8.1 All intellectual property rights in the Mobile Banking App belong to us. You will have no intellectual property rights the Mobile Banking App. We give you a non-exclusive right to use the Mobile Banking App but you cannot grant any rights relating to it to anyone else.

8.2 You must download only an official version of the Mobile Banking App from an app store where it is available (such as Apple App Store or Google Play).

8.3 We are responsible for the Mobile Banking App and its content. Neither Apple Inc. nor Google Inc. have any responsibilities or obligations to you in relation to the Mobile Banking App and will not provide any maintenance and support services for the Mobile Banking App.

8.4 You must not alter, adapt, copy, reproduce or reverse engineer the Mobile Banking App.

**9. Contacting each other**

9.1 If you want to talk to us about our digital banking services (for example, if you are having technical problems) you will find contact details on our website.

9.2 We will use the most recent contact details you have given us to communicate with you, in the ways set out in the Agreement. In addition, we may also contact each other through the secure messaging facility in Internet Banking. We may send you secure messages and notifications, so it is important that you check your secure messages and notifications regularly.

9.3 If you send us a secure message, we will try to respond as soon as we can.

9.4 We cannot deal with all requests by secure messaging. In particular, you must not send us messages relating to payments, transfers or the addition or amendment of personal information. We will let you know if we cannot deal with your request. We also will not respond to inappropriate messages.

9.5 You should not use secure message to inform us if you suspect someone knows your Security Credentials, or has accessed digital banking without your permission. This is because we do not monitor secure messages continuously. If you need to contact us more quickly, please telephone or visit our offices.

**10. Using your personal information**

10.1 You expressly agree that we are allowed to access, process and retain your personal information in order to provide the services set out in the Agreement. For more information about how we access, process and retain your personal information please see our Privacy policy on our website.