

Terms & conditions for using “Electronic Banking Services”

As one of the leading and prestigious Banks in the Arab Republic of Egypt, and always seeks to provide the highest level of service for corporate and retail Customers, ALEXBANK offers «Electronic Banking Services» to its Customers in order to facilitate their self-operation of accounts at their offices and workplaces thus saving their time.

Whereas the Customer is a Customer of the Bank and maintains an account/ accounts with the Bank, upon which various banking transactions are being made, and whereas the Customer intends, by signing the present application form, to take advantage of the use of «Electronic Banking Services» including Internet Banking and Mobile Banking services provided by ALEXBANK excluding Ma7fazty service, in accordance with the terms and conditions listed below, the terms and conditions and provisions listed in the Customer’s account opening application form, held with the Bank, shall remain in force and effect for all transactions, as well as for the Customer’s relationship with the Bank.

1. Definitions:

As applied herein, the following terms and phrases shall have the meanings as set out hereunder, unless otherwise provided:

- “The Bank”: means ALEXBANK (S.A.E).
- “The Customer”: means Customer of the Bank. (Retail/Corporate) whose data are contained in Electronic Banking Services Application Form.
- “The Account/Accounts”: Mean/s all Customer’s accounts held with the Bank.
- “Electronic Banking Services” including and not limited to Internet Banking and Mobile Banking services, transactions and facilities provided by the Bank to its Customers, which are being changed from time to time.
- “Ma7fazty”: It is a service offered by the bank, this service allows opening a mobile bank account for the customer to perform electronic transactions (deposit, withdrawal, transfer, payments) via mobile phone application, and deposit electronic amount (e-money) which is equivalent to the amount deposited in his mobile account in the bank or at service providers.
- “The Website” means the website of ALEXBANK for E-banking Services and the pages thereof, in part or in full.
- “User Identification”: means the Customer’s Identification Number or word particular to the Customer for the purpose of identification while using the Banking Service of «Electronic Banking Services».
- “Password”: means the secret number delivered to the Customer by the Bank and shall be deemed as the Customer’s authorized signature with the Bank.
- “Confidential Data”: means all data for activating the use of “Electronic Banking Services” data which, for example, but not limited to the user name and / or password and/or his data and accounts.
- “One Time Password (OTP)”: Is a password that is valid for authentication only for a single access attempt or a limited period of time, the password cannot be reused for subsequent authentication.
- “Hardware Token”: Is a physical device used for generating dynamic passwords – One Time Password (OTP) and owned by the Customer.
- “Mobile Token”: Is a mobile phone application used for generating dynamic passwords – One Time Password (OTP).
- “Token’s PIN”: means secret numbers that the Customer use to login to his hardware/mobile token in order to generate a onetime password.

2. General Terms and Conditions:

- The Customer acknowledges that the mentioned data and information in the Electronic Banking Services application form is correct and that he is responsible in case of the invalidity of above mentioned data and information.
- In case the bank sent banking statements via any electronic channels upon the Customer's request, the Customer acknowledges the confidentiality of these statements and the bank shall not be liable for disclosure of those statements. Also, the Bank will not be liable for any failure or delay of sending the statements to the Customer for any reasons beyond the Bank's willingness and the Customer must acknowledge that the Bank shall not be held liable or responsible in this regard.
- Only the main account holder shall be entitled to subscribe to the «Electronic Banking Services», and proxies may not be entitled to subscribe to such services.
- The Bank reserves the absolute right to reject (without giving reasons) any subscription application request submitted by the Customer for the «Electronic Banking Services» as the Bank also reserves the right to refuse to execute any instructions and/or inquiries and/or operations and/or transactions received from the Customer during the use of the «Electronic Banking Services» without any objection from the Customer.
- The Bank has the right, at any time, at his sole discretion to suspend and/or limit the use of the «Electronic Banking Services» provided to the Customer, or any part thereof.
- The Customer shall have full responsibility for the information, data and transactions validity that s/he enters through the Bank's Website as a sole user of «Electronic Banking Services». The Customer shall endorse that the instructions, transactions, data and operations entered through the «Electronic Banking Services» are to be processed without any additional review and/or without written notices or other verification methods by the Bank. The Bank shall not have any responsibility towards the Customer in case s/he enters invalid data through the Bank's Website related to the «Electronic Banking Services».
- The Customer must immediately contact the Bank to suspend the «Electronic Banking Services» if it appears to him/her or becomes aware that someone has accessed his/her personal security details. In case of the Customer's failure to comply with such requirement, the Customer shall be responsible for any operations and/or unauthorized transactions made on his account and all transactions shall become confirmed by using confidential data. Any such suspension of services shall be effective within [3] working days of receipt of the suspension notice by us.
- The Customer hereby shall clearly admit the full tolerability of the automatically generated printouts by the Bank as a confirmation on the execution of transactions/instructions submitted by the Customer using the provided services, whether such printouts are in Arabic and / or in English, and the statements of the Customer's account include all transactions data and operations that have been executed by the Customer through «Electronic Banking Services».
- The Customer undertakes that all transactions carried out through the services are for legal purposes; with unbanned persons and that the Customer is the actual beneficiary of «Electronic Banking Services».
- The Customer authorizes the Bank to send alerts, announcements, new products and marketing campaign using any of the electronic means that includes but not limited to internet, e-mail, SMS; the Customer shall not consider the forgoing as a violation of his/her privacy.
- The Bank is not responsible for failure to execute any of the transactions contained through the system due to any circumstance beyond the control of the Bank, and the Bank shall not be obliged to accept any amendments or cancellation of any previous instructions or transactions the Customer entered through «Electronic Banking Services», and they have already been executed.

3. Transfer of Funds:

- The Customer shall not make transfers and/ or issue instructions and/ or request transactions exceeding the balance available in his/her account. Otherwise, the Bank shall be entitled to refuse to execute the transfer, instruction or transaction immediately and without sending a prior notification to the Customer.
- The Customer committed not to use «Electronic Banking Services» to transfer money without having sufficient funds in the account from which the transfer is to be made or without pre-arrangement with the Bank and the approval for the availability of overdraft shall be issued for withdrawing from such account.
- The Customer shall comply with all the laws and regulations established by the Central Bank of Egypt, with respect to banking transfers according to instructions in this regards.

4. Payment of Bills:

- The Customer shall maintain sufficient funds in the account to pay any bills on the dates specified for payment, and the Bank shall not be responsible for non-payment of any bills on their maturity dates due to a lack of sufficient balance in the Customer's account, the Customer shall be solely responsible in the case of charging any interests and / or late penalty on the bills with late payment.
- The Customer shall be solely responsible for the validity of the data relating to payment of bills, including, for example, but not limited to the telephone number, the amount, the bill number, ... etc., without any liability on the part of the Bank, and the Customer shall bear all the resulting consequences as the Bank does not review the validity of such data

5. Services Operation:

- When the Customer signs the application to subscribe to «Electronic Banking Services» and the Bank completes the formalities and verifies his/ her identity, the Bank shall extradite the Customer's Password/Tokens.
- As soon as the Customer receives the Password/ Tokens, S/he must contact the call center of ALEXBANK at 19033 in order to activate the services, which enables the Customer to access his/her account through Electronic Banking Services, and in order to secure the transactions performed on the account, the Customer shall replace the current Password when s/he accesses the services for the first time, and s/he shall replace the given Password with his/her new personal created Password and shall keep it at his/her own responsibility.

6. Software:

- The Customer shall be obliged to possess computers and computer Softwares that satisfy the minimum specifications specified by the Bank. The Bank has the right from time to time to amend such specifications. The Bank shall not bear any costs or damages that may be sustained by the Customer due to his/her non-acquaintance with the specifications amended by the Bank. The Bank has the right to effect the modifications which is considered suitable to develop and improve «Electronic Banking Services».
- The Bank has the right, from time to time, to add/ modify/ maintain/ upgrade «Electronic Banking Services» which may require services suspension for a certain period of time to be defined by the Bank. Therefore, this is considered to be one of the cases in which the Bank shall not be responsible for any failure in using the electronic banking services and the Customer shall not have the right to present any demands to the Bank, the modification and/or upgrade and/or maintenance to be announced on the Website of «Electronic Banking Services».

- The Bank shall not bear any responsibility for any failure in «Electronic Banking Services» for any reason/event that is beyond its control and without any trespass or negligence from Bank's side. Further, the Bank shall not be responsible for any failures in the communication media, any computer virus and/or any related problems.

7. Copyrights and Trademarks:

- Bank of Alexandria's logo is a trademark registered and owned in favor of the Bank. Generally, ALEXBANK has the right to possess any trademarks related to its products that appear in the web pages.
- Copyright in the images, graphics, information, marks, texts, materials, screens, and web pages including their design and arrangements that appear in the Site are owned by ALEXBANK and/or any other party as indicated.
- The Customer committed and undertakes that s/he shall not have any copyright or any other intellectual property rights in any of the programs and/ or interfaces and /or documents and/ or images, and /or graphics, and /or information, and /or marks, and /or texts, and /or materials, which appear in the Site provided by the Bank. The Customer shall not allow any other persons to make copies or modify any of these programs, interfaces or documents provided by the Bank, or upload or transfer the electronic banking services programs from/to, including but not limited to, any computer, phone, smart phone or any other similar electronic devices. In case the Customer breaches the abovementioned or is not able to protect such provided programs and documents as a service from the Bank, the Bank shall have the right to claim all necessary legal actions, in addition to the required indemnities for the damages sustained by the Bank.

8. Amendment of Terms:

- The Bank may, at any time and according to its sole discretion, amend all and /or some of the present terms and conditions and /or replace them fully or partially by posting the new terms and conditions in the Customer's Electronic Banking Services home page at any time without notice. Therefore, the Customer's continued access to or use of «Electronic Banking Services» shall constitute the Customer's implied acceptance and consent of any such amendments.

9. Services Fees:

- The Customer shall bear all the fees and expenses related to «Electronic Banking Services», including but not limited to subscription and banking fees resulting from usage of the various services through «Electronic Banking Services» that the Bank, from time to time, determines and declares. The Bank shall maintain the right to amend such fees without any objection from the Customer. Consequently, the Customer irrevocably authorizes the Bank to charge the due fees and expenses to any of the Customer's account(s) held with the Bank.

10. No warranty:

- Without prejudice to any provision of the Terms and Conditions, the Bank makes no warranties or guarantees, expressed or implied with regard to «Electronic Banking Services».
- Despite the Bank uses all techniques and all possible security measures to protect Customers and «Electronic Banking Services» from the Internet risks and cyber-crimes, the Bank is not responsible for any damage that may be caused to the Customer as a result of the risks associated with the use of the Internet, and that the Customer solely is responsible to assume all of the risks resulting from the usage of «Electronic Banking Services», chosen under the present application and the Internet usage.

- The Customer shall bear sole responsibility for use of, including but not limited to, any software and/or hardware that may expose the security and effectiveness of «Electronic Banking Services» usage, which results in disclosing the Customer's data and the Customer shall assume solely all the resulted consequences and discharge the Bank from any responsibility in this regard.

11. Obligations:

- The Bank is committed to maintaining the confidentiality of all data and information that may be delivered from the Customer on the occasion of providing «Electronic Banking Services». The Bank also undertakes to maintain the confidentiality of all operations performed by the Customer through «Electronic Banking Services», and the Bank and the Customer undertake not to disclose any of the above except in accordance with applicable laws in the Arab Republic of Egypt and / or in implementation of any provisions or binding orders, or in accordance with the terms and conditions of «Electronic Banking Services» usage.
- The Customer shall irrevocably authorize ALEXBANK in circulating and disclosing to a third party, some and / or all of the data of his/her accounts held with the Bank, according to the Bank's sole discretion, in order to develop and facilitate all banking activities and / or to provide unique banking services to the Customer, including but not limited to: electronic banking services of all kinds, statements of account services, postal services, ATM services, ... etc., without any responsibility on the part of the Bank.
- The Customer acknowledges to assume full and complete responsibility regarding maintaining the confidentiality of data, and the necessary measures for keeping same safe and not to disclose to anyone, any employee of the Bank's employees or any other agency for legal review.
- The Customer shall read and understand the warnings, alerts and notifications contained on the "Electronic Banking Services" website, and shall accept all terms and conditions that will appear through the "Electronic Banking Services" Website and that is deemed a legal obligation to the Customer. The customer also bears responsibility, Internet access services through public or shared computers (such as internet cafes or public libraries).

12. Disclaimer:

- If the services have stopped due to system issues inside the Bank or any related parties involved, the Bank will make all necessary steps to restore the services within 4 hours, In the event that the Bank is not able to restore the services within this promised period, the bank will communicate to the Customers the next expected date for restoring the services
- The Bank shall make reasonable effort to provide «Electronic Banking Services». However, the Bank shall not be liable for any failure to provide all or part of the Bank's Electronic Services for any reason beyond its control. The Bank does not provide any commitments or guarantees including but not limited to quality, speed, performance, accuracy etc. and it does not guarantee the freedom of programs from faults or defects. The Bank undertakes to modify the adverse effects on the Customer's banking transactions that occurred due to that fault or defect. The Customer acknowledges and admits that the Bank is not responsible for all that related thereto unless it commits trespass or negligence.
- The Bank and any entity it engages its services shall not be responsible for losses arising from delays in sending or transmitting, non-receipt or loss of information, or breakdowns or emergencies such as electricity breakdowns or suspension of work, strikes, force majeure, natural disasters, security problems, and measures taken by the state's authorities or any other events. The Customer shall not hold the Bank liable for any damages sustained by the Customer, the technology, or the electronic equipment in the case of any of the above events.

13. Termination of the Services:

- The Customer may terminate his/her subscription in «Electronic Banking Services» at any time, by virtue of a written termination notice addressed to the Bank. The Bank may, according to its discretion without stating a reason, terminate the Customer's subscription in the said services at any time with a prior notice. Such termination may not affect the Customer's liabilities regarding «Electronic Banking Services» provided up to the date of termination. The Customer shall pay any fees to be charged up to the date on which the services termination application is implemented.

14. Correspondence Addresses & Complaints:

- Any notice, request or any other correspondence shall be sent to the Customer to his/her address registered in the Bank's records. All the Banks correspondence shall be deemed delivered to the Customer once they are sent by regular mail or electronic mail to the last address registered in the Bank's records which shall be an evidence thereof. The Customer shall notify the Bank in the event of changing his/her address registered in the Bank's records by virtue of a prior written notice.
- If the Customer has any complaint about the services, the call center of ALEXBANK shall be immediately contacted at 19033 or the Customer can visit the nearest branch of the Bank. The Bank should reply back within 10 working days.

15. Governing law and Jurisdiction:

- These Terms and Conditions shall be subject to the provisions of the laws of the Arab Republic of Egypt. Any dispute that may arise from the construction, interpretation or implementation hereof shall be settled by the courts of Cairo of all types and levels.

16. Language:

- In case of discrepancy between the Arabic and English version, the Arabic version shall prevail.

17- Acceptance of Terms and Conditions:

- I hereby the undersigned acknowledge, "the Customer" that I fully understand that by signing on these terms and conditions, I explicitly agree to all the terms and conditions and committed to use «Electronic Banking Services» exclusively within the provisions provided herein.