

## ELECTRONIC ACCESS AGREEMENT (Terms & Conditions)



### PART A: GENERAL

- Scope:** This Electronic Access Agreement (the **Agreement**), as amended from time to time, governs your use of all the Banque Saudi Fransi (**BSF**) e-banking services including FransiMobile, FransiPlus, FransiGlobal, alfransi.com (collectively referred to as **Services**) and applies when you access or use the Services, regardless of the technology you use to access these Services. It replaces all prior agreements between you and BSF for your use of Services. By using any of the Services you confirm that you have read, understood and accepted these terms and conditions.
- Other Agreements:** This Agreement must be read together with any other existing and future written agreements that you have with us and any terms, conditions or disclaimers provided on our website (<http://www.alfransi.com.sa>) (the **Website**). For example, there are a variety of additional terms, conditions and disclaimers in other agreements that govern your use of accounts with BSF and Services. If there is a conflict between a term in this Agreement and any other written agreement with us, the term of the other agreement will apply to the extent necessary to resolve the conflict.
- Changes to this Agreement:** We may change this Agreement at any time. We will notify you of a change to this Agreement by posting a notice on our Website. Your use of Services after we post the notice means that you agree to and accept this Agreement as amended. If you do not agree to a change in this Agreement, you must immediately stop using any and all Services.
- Changes to the Services:** You understand that we may add, remove or change any part or feature of the Services, or the Website at any time, without giving notice to you.
- The Bank reserves the right to modify its fees at any time, and shall notify you 30 days prior to applying the change accordingly in the event of any such modifications. You hereby authorize the Bank to debit any of your accounts with the Bank for any such charges. For more details about Bank fees, please visit our web site [www.alfransi.com.sa](http://www.alfransi.com.sa)
- Online Banking or mobile Banking shall be available for such banking services as the **Bank** may, from time to time and in its sole discretion, determine. With respect to investment services, the provision of related Online Banking services

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to the *Customer* shall constitute neither an offer nor a solicitation to the *Customer* to invest in any investment fund or avail of any investment service. Online Banking or Mobile Banking shall be available to the customer 24/7. While we will make reasonable efforts to provide Mobile Banking and Online Banking available 24 hours, 7 days a week, we will not be liable for any failure to provide either, in part or full, for any cause that is beyond our control. This includes but is not limited to, any suspension of either resulting from maintenance and upgrades to our systems or the systems of any party used to provide both, other disruptions to our systems, outage, etc. and in the case of Mobile Banking, the disruption on any phone network or in the case of where you are not in an area of mobile coverage. In the event the Bank has advance knowledge of any interruption of service, it will use its reasonable commercial efforts to inform the client in advance.

7. The Bank may, at its sole discretion, compensate the Customer for the Customer's loss in the event of disruption of service. Any compensation provided by the Bank will be limited to the actual, direct and identifiable loss suffered by the Customer.

### PART B: PASSWORDS, INSTRUCTIONS AND E-MAIL

8. **Use:** You must use your User ID and Password to access Services. You may also be required to input specific authentication code.
9. **Passwords:** For further protection, you should choose a password consisting of letters, numbers, and not to choose a password can be guessed easily. Avoid the use of letters and numbers in a row. You agree to keep your Passwords absolutely confidential and access to the devices that provide authentication codes restricted; they are for your use alone. You will not tell anyone else (including a close family member, a friend or any bank or public official) what your Passwords are. You must carefully select your Passwords so that they cannot be easily guessed by anyone else. When choosing Passwords, you must not use:
  - Your name or a close relative's name
  - Your birth date, year of birth, telephone number or address, or a close relative's
  - Your Bank Card number or User ID
  - Your Account number or credit card number

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- A number on any ID card you keep with your Bank Card or in your purse or wallet (such as your ID or driver's license number)
- Any other number which can be easily obtained or guessed by someone else, or
- A password you use for any other service

You should memorize your Passwords rather than keep any written record of them. However, if you decide that you truly need to keep a written record, you agree that:

- You will not record your Password on, or in close proximity to your Bank Card or the record of your User ID.
  - Your Password must be disguised within the written record you make so that no else can easily guess that it is a record of your Password.
  - You will not record your Password on your electronic device in any way, and you will not store your Password near your Electronic Device (for example, on a sticky note placed on the edge of your monitor screen or key pad).
10. When entering your User ID and Password into an electronic device, you must take reasonable precautions such as ensuring that no one can see your computer screen or key pad on your Electronic Device. **User ID, Password Becomes Known:** If your User ID is lost or stolen, or you suspect that someone else knows any of your Passwords or is using your User ID, you must notify us by telephone or in person as soon as possible and follow the instructions that we give to you. To report a lost or stolen User ID, you must contact the BSF at 800 124 2121, international +966 92 00 00 576. Subject to any other agreement you have with us, we will not be liable for any improper withdrawal from an Account or other loss if you have not given BSF notice as required by this Section.

If you suspect that someone else knows any of your Passwords you must change all of your Passwords immediately.

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11. **Responsibility for Losses:** You are responsible for any losses that result from your own use of your User ID and Passwords. You are also responsible for any Losses that result if:

- You make an entry error when using any of the Services;
- You claim that an Account or Service was accessed by someone else but you do not co-operate fully in an investigation by us or the authorities; or
- Someone else uses your User ID without your authority but your actions (or inaction) contribute to that unauthorized use.

You acknowledge that the amount of Losses for which you may be held liable is not limited to the Account balance if the Account has overdraft or similar protection or by your credit limit if it is a credit card account or loan account.

12. **Instructions:** You acknowledge that each instruction that you provide to us is final. You agree that we may rely on your instructions (including your electronic acceptance of this Agreement and other online agreements) as if you had provided us with a paper copy of them. You agree that you will be liable for the transactions that are conducted on your Instructions, and any losses that may arise from these transactions. You agree that we may maintain a record of your instructions, and, if you provide instructions by telephone, that we may record your voice or responses. Our records of your instructions will be binding on you in a dispute, including any legal proceedings, unless you provide clear proof that our records are wrong or incomplete.

13. The Bank will not be liable for any additional processing fees that may be levied by the Correspondent Bank, or agent against the transaction for any transfer.

If you specify wrong beneficiary details, which however is still a valid account in the beneficiary bank, the Customer will be responsible for any loss.

Should transfers and payments be refused, rejected or returned by the receiving bank for any reason including the beneficiary's bank if applicable, or the beneficiary details are incorrect, the transferred amount will be credited back to the customer's account. However any applicable fees or exchange rates debited for such transactions will not be refunded.

If the client identifying the wrong beneficiary, which is still valid account in the beneficiary's bank account, the customer bears all losses arising from the re-

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assignment.

14. **E-mail:** E-mail sent over the Internet is not secure and may be lost, intercepted, or altered. Except where another written agreement between us says otherwise, you agree that we are under no obligation to accept or act on any instructions you provide to us by e-mail. If you send us confidential information by e-mail, we will not be liable if it is lost or intercepted, altered or misused by someone else. We strongly urge you not to send or request confidential information to us using email accounts.
15. **Use an Anti-Virus Program, Anti-Spyware Program and Firewall; Signing Off:** The electronic device you use may be vulnerable to viruses or online attacks that seek to intercept sensitive information that you provide through the Internet. To reduce the chances of harm, you should ensure that any electronic device you use to access Services has an up-to-date anti-virus program, anti-spyware program and a firewall, if such security measures are available for your electronic device. To prevent unauthorized access to your accounts, you must sign off from the Services and close your browser as soon as you finish using them.
16. Bank guarantees not to disclose your information and to maintain the confidentiality of personal information.

### PART C: PROVISIONS FOR ONLINE BANKING ONLY

16. **Declining Your Instructions:** When using Services, you agree that we may decline to act on an instruction if we suspect that the instruction are not from you, are inaccurate or unclear, have not been properly authorized, or are provided for some illegal or improper purpose. We will not be liable if we decline to act on an instruction in these circumstances.
17. **Merchant/Bill Disputes:** If you pay bills using Services, you must settle any disputes or claims which arise directly with the merchant or billers. We have no responsibility for any problems or disputes with merchants or billers, including if a merchant does not credit you for a bill payment, imposes any additional charges on you (such as late fees or interest penalties), or takes any other actions.
18. **Intellectual Property Rights:** All information and tools we provide online or mobile are proprietary to us. You agree not to use the information or tools except for your own personal use.

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19. **Access to Web Sites; Mobile Application No Streaming of Information:** You agree that you will not use Services or our Website for an illegal or improper purpose, or take steps that would have a negative impact on the security, integrity or functioning of our systems.
20. **Mobile Phone:** You acknowledge that access to Services through mobile phones /banking may not have all of the features, functionality, information or content available through the Website.
21. When you wish to terminate your online Banking or Mobile Banking, temporarily or permanently, you shall inform the Bank to take the necessary actions.
22. The Bank has the right to block the Online or Mobile banking access for you for any suspicious fraud case, the bank will inform the customer and advise him on how to continue using the service.
23. The customer has the right to raise a complaint regarding the service provided. The complaint can be raised through the bank Customer Care unit.

### PART D: PROVISIONS FOR BUSINESS USE

24. **Application of this Agreement to Business Use:** The remainder of this Agreement will apply if Services are used by or on behalf of a business. In such a case: "**You**" and "**your**" will mean both the business and you as an individual business user, wherever these terms are used throughout this Agreement. Each provision of this Agreement will apply to both the business and to you as an individual business user, unless the language of the provision refers only to the business.
25. **Access to Business Accounts and Services:** By designating a person as a business user, the business is authorizing that person to view information about the business and, if online transactions are permitted through the service, to carry out online transactions on behalf of the business. The business accepts the responsibility for all losses that may arise from a business user misusing his or her authority in any way, either purportedly on the Business' behalf or for personal or other purposes. The business and individual business user will ensure that the business user meets any eligibility or other requirements, regulatory or otherwise, for online access that are communicated by us.

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26. **Use of User ID:** The business is responsible to ensure that each User ID will be used only by the individual business user that was authorized by the business and to whom we issued the User ID.
27. **Different Levels of Access:** At the request of the business, we may provide different levels of access to different categories of business users. For example, one category of business user may be able to view account information only, and another category of business user may be able to view information and conduct transactions. If this is the case, a business user 's ability to use Services will be limited by the level of access that we provide to him. It is the responsibility of the business to ensure that the level of access we provide to a particular business user is appropriate for that person.
28. **Authorized Use/Entry Errors:** The business accepts the responsibility for all losses that result if: a business user uses User ID or Password, whether with or without the business' specific authorization in any particular instance; a business user authorizes anyone else to use User ID or Password; or a business user makes entry errors.
29. **Indemnity by Business:** The business agrees to indemnify and save us harmless from and against all losses that we may incur (other than due to our own gross negligence or misconduct), including legal fees and disbursements reasonably incurred by us, arising from a breach by you of any part of this Agreement, or from our acting or declining to act upon any instruction or information given to us in accordance with this Agreement. This indemnity is in addition to any other indemnity or assurance against loss that the business may provide to us, and will survive any termination of this Agreement.
30. **Passwords, Anti-Virus Program, Anti-Spyware Program and Firewall:** The business will ensure that each business user follows the duties as mentioned above in this Agreement, including the duty to carefully choose a Password, the duty to keep Passwords secret, and the duty to change passwords and notify us if the business user suspects that someone else knows a Password or User ID. In addition, the business will ensure that each electronic device that a business user uses to access Services on behalf of the business has an up-to-date anti-virus program, anti-spyware program and a firewall.
31. **Termination by Business:** You may terminate this Agreement (and cease accessing Services) at any time upon notice to us, effective a reasonable time after we receive the notice.

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### **PART E: e-Statement**

32. All information related to your account and credit card transactions are available in FransiPlus through which you can view and print your account statement for the last twelve months.
33. You agree that e-Statement on FransiPlus replaces the physical statement.
34. BSF will notify you about the posting of your monthly statements in FransiPlus. Notification of the posting of the statement will be sent to you at your email address in BSF record. It is your responsibility keep your email address up-to-date
35. The terms and conditions related to the account statement are available in FransiPlus.

### **PART F: Mailing Address**

36. You agree that the bank retrieves your mailing/national address from Saudi Post Systems

### **PART G: LIABILITY, WARRANTIES AND WITHDRAWAL OF ACCESS**

37. Please refer to the legal section of our web site.