

## **Terms and Conditions of the Electronic Banking Service *E-BSO***

### **1- Definitions:**

- **Manual of procedures and Service Rules:** It is the set of rules, instructions and guidelines placed by the bank and amended from time to time objectively to specify the range of services, conditions and rules related to it, and the conditions and mechanism of making the order of every electronic service and receiving these orders by the bank, and the mechanism of implementing, rejecting canceling, or any amendment occurred to them which announced by the bank on its official website and/or in its branches.
- **Client/Subscriber:** It is the normal or legal person, the owner of the account, who signs the application of subscription in the service.
- **Service or “*E-BSO*”:** It is the electronic banking service represented by a set of software and chosen services presented by the bank to its clients that enable them to access their bank accounts through an electronic canal available on the bank’s electronic official website or through mobile application related to it.
- **Electronic Canal:** It enables the client to make use of the service upon accessing it through the network of the internet or through mobile application related to it.
- **User name:** It is the set of letters and numbers sent to the mobile number -which declared and accredited by the client- by a short message upon the subscription in the service which form the user’s electronic identity that enable him to access the service, and the client can amend it later upon his wish.
- **Mobile number:** It is the mobile number and/or numbers which declared and accredited by the client to receive short messages related to the user name and the confidential symbol and the “OTP” and any other information related to the service.
- **Password:** It is the special code sent to the mobile number immediately upon the client’s subscription in the service and signing the agreement related to it and which requested by the informatics system to insert it upon every use of the service.
- **Verification Code or “OTP”:** It is a special , unique and variable code requested sometimes by the informatics system for verification and completing the operation to access the client’s account through the electronic canal to make

use of the service and it is sent to the declared mobile number and will be valid for limited period from the moment of its sending, and in case it exceeds the limited duration, its validity is terminated and then the request of getting it must be repeated in order to send it again to the mobile number.

- **Correct Access:** Is to enter the username, the password and the verification code “OTP” when needed to be inserted correctly during using the service through the electronic canal.
- **Processing any order by making electronic banking operation through the service:** Means the implementation of the banking operation according to the request of the client or refusing its execution due to reasons related to the account or the request according to the conditions and rules of the banking operation applied in the bank.

## **2- Risks:**

The client solely shall bear the risks and consequences resulted from:

- Loss or theft of his electronic devices which he uses to utilize the service.
- Using the electronic devices or mobile (computer or mobile ... etc.) related to the client by anybody whatsoever.
- Entering the user name and the client’s private password by anybody and by any electronic device to make use of the service whether in the presence or absence of the client and whether he knows or not,
- Changing the mobile number acknowledge to the bank or using it or transferring it to the name of any person whatsoever.
- Orders, instructions and banking electronic operations made after the correct access by anyone,
- Problems of the devices that are not supported by certain software valid to use the service or that are not capable for loading the service applications,
- Misuse and wrong use to the electronic device or the unawareness and failure in using the service accurately,
- Defects or work stop and harmful software or viruses that may hit the net or the electronic devices used to perform the service,
- Electronic penetration locally or globally that may occur through the network of the internet,

- Slow or stop of the internet at anytime,
- Problems of the internet operator that may lead to data break or problems “ outside the range”,

The client shall be responsible for all orders and banking electronic operations that have been done in all what has been mentioned without any responsibility on the bank. Consideration shall be given to the bank’s records and its informatics systems, and the client’s right of appeal or objection shall be dropped regarding all what has been mentioned.

### **3- Commitment to give the necessary care:**

- The client adheres to choose the password in a manner that makes it difficult to be discovered or figured out and he has to change it from time to time.
- In case the client doubts that his password has become revealed or known by anybody, he must immediately inform the bank in order to stop it.
- The client commits to sign on the correctness of balances related to his accounts opened at the bank and the correctness of the movements occurred on them whenever the bank requests him to do so either in his personal presence or through fax or email according to the bank’s convenience, and in case of his non adherence, the balances of statements of his accounts and the movements made on them are considered correct.

### **4- Responsibility Limits:**

- The client shall be legally responsible for all operations that are taking place after the correct access regardless of the person who entered them whether the client himself or somebody else. The client has no right to contest in any operation made through the service after the correct access, and the client acknowledges from now the correctness of the electronic banking operations made by virtue of this service. In the event of dispute emergence, the electronic proofs, entries and records saved at the bank form the sole and decisive evidence for solving any dispute.
- After completing the correct access, the bank is authorized by the client in executing any instructions or notifications or banking operations received through the service canal, and the bank’s implementation to any banking operation through the account based on the correct access is considered an execution to the client’s order performed on the entire client’s responsibility without responsibility on the bank.

- Orders and instructions arrival to the bank through the service canal do not deprive the bank from his right to reject the implementation of those orders and instructions due to any reason such as, but not exclusively:

- a- In case the client's balance is not enough or,

- b- If the orders and instructions exceed the amount's limit approved for the client or,

- c- If the orders and instructions contain a mistake, lack or an unreasonable request or,

- d- If any of the orders and instructions are in violation of the applicable laws, regulations and rules of sound governance or disagree with the principles and internal rules in the bank or disagree with the circulations and decisions of the Central Bank of Syria and the Combating Money Laundering and Terrorism Financing Commission.

- The client is considered responsible towards the bank if he causes direct or indirect damages resulted from his own misuse or the misuse made by anybody else after completing the correct access.

- The client bears the responsibility of learning and understanding how to use the service and enter his account to carry out the operations he wants to do, according to the instructions stated in the official electronic website of the bank and is bound to immediately contact the bank in case he finds any problems in the meantime.

#### **5- Information released by the service:**

The bank's records and its electronic and written data have the evidentiary power in all transactions made between the bank and the client, and the bank has the right to correct the accounting, material, printing and electronic mistakes at anytime without having a prior authorization from the client. If an error comes out in the account statement, the bank will inform the client about the error and correction according to the methods of notification agreed upon.

#### **6- Force Majeure:**

The bank adheres to place suitable plans and alternatives for emergency situations to solve the unexpected problems, and the bank will not bear any responsibility resulted from the damages of faults in transmitting the information or technical errors or the service stop due to maintenance works made to the systems or the illegal entry through the network or any other

incident whatsoever whether expected or unexpected coming up from any circumstances or force majeure beyond its will.

#### **7- Legal Restrictions:**

The bank may issue instructions and legal restriction regarding some banking electronic services according to the laws and regulations valid in force locally and internationally and the instructions of the Central Bank of Syria in this respect which will be passed on to the client according to the methods of notification agreed on and these instructions will be binding to the client. If the client refuses to abide with these instructions, he has to immediately stop using the information or the concerned services. The complete text of these instructions and restrictions will be available to the client at any time in the bank or on its private official electronic website.

#### **8- Suspending Access to Service:**

- Upon the explicit request of the client to suspend the service, the bank will suspend the electronic access through the service canal.
- This suspension may cover the suspension of service for one authorized user or more.
- Suspension is made upon a request addressed by the client to the bank or when the client contacts the bank or by an initiative made by the bank after notifying the client within a period not less than two working days and not exceeding ten working days according to the bank's suitable method.
- The bank reserves his right to suspend the client's access when the later repeats his wrong access trials. But, the suspension will be stopped at once when the client contacts the bank and verifying his identity.
- The suspension made upon the client's request will be cancelled upon the termination of the suspension period specified by the client provided that the service subscription agreement signed by the client is still valid.

#### **9- Stopping the Service:**

- The service can be stopped at any time based on the client's request addressed to the bank or when the client contacts the bank or by the bank after notifying the client according to the methods agreed on.
- The bank can stop the service without notifying the client if the stop is necessary in order to sustain the security and safety of the client's account and

the safety of the banking systems themselves or due to any other necessary and essential reason such as client's bankruptcy, seizure on his money or freezing them, death, classifying his account, non-payment to the commissions and fees of the service, or in case of inserting the password wrongly for several times or having doubt in the person or the user identity or a presence of electronic penetration or other reasons that require to stop the service.

#### **10- Common Rules for all kinds of Accounts:**

The client undertakes to give all his personal true data and to provide a copy of his personal identity card or a copy of his passport and his identification documents and all duly requested papers as well as the mobile number on his full responsibility without any responsibility on the bank. Also, the account owner/owners undertakes to inform the bank about any amendment made on such data and mobile number and properly provide the bank with all documents connected thereby and he confirms from now on the validity of all orders and transactions made through the service and issued separately by any authorized user. All account's owners admit from now on the validity of all actions against them and their account till the date of notifying the bank and providing the later with any amendment on the declared data and getting the bank acceptance on them, all of same is to be on the complete responsibility of the account owner/s without any responsibility on the bank. It is explicitly agreed on that the application of cancelling the given approval to any authorized person should be submitted to the bank in a written notification so that the bank will stop the service and cancel the password related to him. All of the account's owners will bear any risks that may result from using the password used during the period prior to the results of the cancelation acts according to the procedures followed by the bank.

#### **11- Commissions and Fees:**

- The client shall be informed about any commissions or fees related on the service and any amendment occurred on it by means of circulars issued electronically through the bank's official website or by the bank's employee or issued in the notice board at the bank and these circulated notices are binding to the client . If the client refuses these circulars, he has to immediately stop using the service. The bank has the right to stop the service and deduct the commissions and fees owed on the client from his accounts opened at the bank till the date of stopping the service, and the client drops his right in making an appeal or objection on that.
- The client adheres to pay the commissions specified by the bank regarding the bank's electronic transactions whatever they amounted and

authorizes the bank to debit them with his accounts and he waives his right to appeal or make rejection on that.

- The client adheres to have enough money available in the specified account for deducting the fees of the electronic banking operation such as the fees for asking to issue an ATM Card, or asking to get cheque book or to have a hard copy of an account statement.. etc. The bank shall inform the client about all details and the date of receipt according to the bank's convenient method.
- The client confesses that using electronic banking services may entail fees on text messages imposed by mobile service provider when using the service through the mobile device. So, the client has agreed to be responsible for these fees in the event they incurred.

#### **12- Secrecy Reveal:**

The bank is not responsible about the information, operations, data and accounts related to the client which appear upon using any electronic device in the event they are revealed, disclosed or stolen by anyone whether the revealing or disclosure occurred by the client himself or by any other person he knows or does not know and in front of any party whatsoever whether intentionally or unintentionally and whether such occurrence happened due to carelessness or misuse , or such happening was due to a defect in the internet or in the used electronic devices or the works of piracy and electronic local and international penetration or for any other reason beyond the bank's will and, consequently, the bank does not bear any responsibility.

#### **13- In case of death or incompetence:**

In the case of the death of the client or losing his competence, the service shall be stopped immediately upon notifying the bank officially by submitting a written document, statement of death or statement of incompetence and the bank will not be responsible about any usage during the period between the date of death or the loss of competence untill the date of notifying the bank and receiving these official documents appropriately regardless any reason for this usage and regardless any user.

#### **14- Applicable Law:**

All disputes that arise from using this service are subject to be solved according to the rules of the Syrian Law and the courts of Damascus are the competent courts to hear the dispute.

#### **15- Successors:**

All results arranged on using the service are binding to the client and his successors and to any user authorized by the client with no divisibility among them.

**16- Contact Numbers:**

When the client is asked to contact and revert to the bank, he has to dial the number of the following call center: 9092-0997929092 or any other number announced on the official electronic website of BSO Bank.